

Contract Reference Number:

tfl_scp_002031 Date: 07 March 2022

Contract for Services

between

London Bus Services Limited

and

DriveTech UK Limited

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THIS CONTRACT is made the day of February 2022

BETWEEN:

- (1) London Bus Services Limited ("**the Authority**"); and
- (2) DriveTech UK Limited, a company registered in England and Wales (Company Registration Number 03636328) whose registered office is at Fanum House, Basing View, Basingstoke, England, RG21 4EA ("**the Service Provider**").

RECITALS:

- A. The Service Provider will be responsible for the provision of Driver Quality Monitoring services. This contract will involve the covert assessment of bus driver performance to assure the quality of bus driving on the London Bus network.
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

THE PARTIES AGREE THAT:

1. Definitions and Interpretation

In the Contract (including the Recitals):

- 1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

"Affected Party" has the meaning given to it in Clause 27.3;

"Authority Assets" means any assets (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the Authority Group;

"Authority Group" shall mean where the Authority is:

- (a) TfL, TfL in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the

Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to TfL or any such subsidiary; and

- (b) the Greater London Authority (GLA), the GLA, TfL, the Mayor’s Office for Policing and Crime, the London Fire Commissioner, London Legacy Development Corporation and the Old Oak and Park Royal Development Corporation (**“Functional Bodies”**) each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to the GLA, any Functional Body or any such subsidiary;

“Authority Premises”

any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group;

“Business Day”

any day excluding Saturdays, Sundays or public or bank holidays in England;

“Cessation Plan”

a plan agreed between the Parties or determined by the Authority pursuant to Clauses 29.1 to 29.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 29.6 to 29.10 (inclusive) to give effect to a Public Procurement Termination Event;

“Charges”

the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 27.6 or Clause 32;

“Confidential Information”

all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to

	the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);
“Contract”	this contract, including the Schedules and all other documents referred to in this contract;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Contract Information”	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
“Contract Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Data Protection Legislation”	means: <ul style="list-style-type: none"> (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data; (b) Directive (EU) 2016/680 (the Law Enforcement Directive); (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;

“Declaration of Ineffectiveness”	a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016;
“Electronic Invoicing Platform”	the Authority’s invoicing platform for the submission and receipt of electronic invoices;
“Electronic Procure-to-Pay (eP2P) Vendor Handbook”	the handbook setting out the system, format, file requirements and steps for registering to use and using the Electronic Invoicing Platform as updated from time to time, a copy of which can be downloaded from the following link- https://tfl.gov.uk/corporate/publications-and-reports/procurement-information#on-this-page-5 ;
“Force Majeure Event”	any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Affected Party to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;
“Holding Company”	any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;
“Insolvency Event”	any of the following: <ul style="list-style-type: none"> (f) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;

- (g) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;
- (h) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (i) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (j) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (k) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“Key Personnel”

the Service Provider’s key personnel named in Schedule 1;

“Losses”	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
“Milestone”	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
“Parties”	the Authority and the Service Provider (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;
“PDF Invoices”	invoices in PDF (portable document format) format;
“Personal Data”	has the meaning given to it in the Data Protection Legislation;
“Processing”	has the meaning given to it in the Data Protection Legislation;
“Procurement Manager”	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
“Project Plan”	the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
“Public Procurement Termination Event”	has the meaning given to it in Clause 29.7;
“Public Procurement Termination Grounds”	any one or more of the grounds described either in Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016;
“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;
“Service Provider”	the equipment and materials of whatsoever

Equipment”			nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
“Service Provider’s Personnel”			all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”			(a) subject to Clause 27.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 32; and (b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;
“Specification”			the specification and other requirements set out in Schedule 3;
“Supply Chain Finance Option”	Chain	Finance	has the meaning given to it in paragraph 1 of Part B of Schedule 6;
“Term”			the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
“TfL”			Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
“Transparency Commitment”			means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments;

“VAT”

means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
 - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
 - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;
- 1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.10 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. Commencement and Duration

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 27.

3. **The Services**

3.1 The Service Provider:

3.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;

3.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;

3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and

3.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.

3.2 Notwithstanding anything to the contrary in the Contract, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;

3.3 The Service Provider shall provide the Services:

3.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;

3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;

3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and

3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.

3.4 Where in the reasonable opinion of the Authority the Service Provider has failed to provide the Services or any part of them in accordance with the Contract, the Service Provider shall, without prejudice to any of the Authority's other rights, re-perform the Services or part thereof as requested by the Authority at no additional cost and within such period of time as reasonably specified by the Authority.

- 3.5 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.
- 3.6 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.
- 3.7 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.

4. Charges

- 4.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.
- 4.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.
- 4.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

5. Payment Procedures and Approvals

- 5.1 The Service Provider shall invoice the Authority in respect of the Charges:

5.1.1 where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 1; or

5.1.2 if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

and shall not make any separate charge for submitting any invoice.

- 5.2 The Service Provider shall submit:

- 5.2.1 PDF Invoices via email to the email address set out in Schedule 1 and shall ensure that each PDF Invoice has a unique file reference and be a separate PDF file; or
- 5.2.2 electronic invoices via the Electronic Invoicing Platform and in compliance with the Electronic Procure-to-Pay (eP2P) Vendor Handbook; and

each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT, the Authority's name and address and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment. PDF Invoices, which are sent to the Authority via email, are taken to have been received at the time of transmission. Electronic invoices are taken to have been received at the time when they are transmitted to the Authority via the Electronic Invoicing Platform.

- 5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.
- 5.4 The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 5, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:
 - 5.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;
 - 5.4.2 not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.

The Authority shall not be entitled to treat any properly submitted invoice as disputed or incorrect solely due to its own undue delay in considering and verifying it.

- 5.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:

- 5.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or
 - 5.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 18, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.
- 5.6 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.
- 5.7 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

6. Warranties and Obligations

- 6.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:

- 6.1.1 the Service Provider:

- 6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract; and
 - 6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

- 6.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;
 - 6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;
 - 6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and
 - 6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.
- 7. **Operational Management**
 - 7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract.
 - 7.2 The Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:
 - 7.2.1 variations to the Contract;
 - 7.2.2 any matter concerning the terms of the Contract; and
 - 7.2.3 any financial matter (including any issues in Schedule 4),which shall be referred to the Procurement Manager.
 - 7.3 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.
- 8. **Service Provider's Personnel**
 - 8.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the

Contract Commencement Date or the expiry or termination of this Contract.

- 8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.
- 8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.
- 8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).
- 8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.
- 8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.
- 8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

- 8.8 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.

9. Sub-Contracting and Change of Ownership

- 9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority, which may be refused or granted subject to such conditions as the Authority sees fit.

- 9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:

9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;

9.2.2 be responsible for payments to that person;

9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;

9.2.4 NOT USED

9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);

9.2.6 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;

9.2.7 include a term in each sub-contract (of any tier):

9.2.7.1 requiring payment to be made by the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and

undisputed invoice as defined by the sub-contract requirements;

9.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements;

9.2.7.3 entitling the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and

9.2.7.4 a requirement that the sub-contractor includes a provision having the same effect as Clause 9.2.7.3 above in any sub-contract it awards.

9.3 The Service Provider shall give notice to the Authority within 10 Business Days where:

9.3.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and

9.3.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company; and

9.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 9.3.1 – 9.3.3 above, the Authority shall have the right to terminate the Contract.

10. **Conflict of Interest**

10.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any

interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Authority Group, save to the extent fully disclosed to and approved by the Authority.

- 10.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 27.1.4.

11. Access to Premises and Assets

- 11.1 Subject to Clause 8.4 any access to either or both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:

- 11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;
- 11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;
- 11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;
- 11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;
- 11.1.5 not damage the Authority Premises or any assets on Authority Premises; and
- 11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the

Authority) all Authority Assets used by the Service Provider or the Service Provider's Personnel in the performance of the Services.

- 11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.
- 11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

12. Compliance with Policies and Law

- 12.1 The Service Provider, at no additional cost to the Authority:

- 12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;

- 12.1.2 shall provide the Services in compliance with and shall ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either or both of the Service Provider's or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;

- 12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 12.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a “**Relevant Protected Characteristic**”) (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;
- 12.1.5 where possible, shall provide the Services in such a manner as to:
 - 12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - 12.1.5.2 eliminate unlawful discrimination; and
 - 12.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation;
- 12.1.6 Where the GLA is the Authority the Service Provider shall:
 - 12.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority’s duties referred to in Clauses 12.1.4. - 12.1.5 as are relevant to the Contract and the Service Provider’s activities;
 - 12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. - 12.1.5;
 - 12.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4. - 12.1.5;
 - 12.1.6.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Clause 12.1.6

as if the sub-contractor were in the position of the Service Provider;

- 12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and cooperate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and
- 12.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.
- 12.1.7 without prejudice to any other provision of this Clause 12.1 or the Schedules, where TfL is the Authority, comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.7, "**Traffic Manager**" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;
- 12.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;
- 12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it; and
- 12.1.10 where applicable to the Service Provider and without limiting the generality of Clause 12.1.2, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 12.1 shall be borne by the Service Provider.

- 12.2 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

- 12.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
- 12.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;
- 12.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
- 12.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

Work Related Road Risk

12.3 For the purposes of Clauses 12.3 to 12.12 (inclusive) of this Contract, the following expressions shall have the following meanings:

“Alternative Scheme”	has the meaning given to it in Clause 12.4.1;
“Approved Progressive Driver Training”	an ongoing programme of Drivers’ training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment (including on-road experience from a cyclist’s perspective), which is required to be completed at least once every 5 years;
“Car-derived Van”	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
“Category N2 HGV”	a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;
“Category N3 HGV”	a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;
“CLOCS Standard”	the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of

	operations, vehicles, drivers and construction sites; further information can be found at: www.clocs.org.uk ;
“Collision Report”	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
“Delivery and Servicing Vehicle”	a HGV, a Van or a Car-derived Van;
“Driver”	any employee of the Service Provider (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;
“DVLA”	Driver and Vehicle Licensing Agency;
“Direct Vision Standard” or “DVS”	Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk ;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk ;
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk ;
“HGV”	a vehicle with a MAM exceeding 3,500 kilograms;

“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
“Silver Accreditation”	the minimum level of accreditation within the FORS Standard acceptable for the contract schedule, the requirements of which are more particularly described at: www.fors-online.org.uk ;
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms; and
“WRRR Self-Certification Report”	has the meaning given to it in Clause 12.10.

Fleet Operator Recognition Scheme Accreditation

12.4 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, it shall within 90 days of the Contract Commencement Date:

12.4.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the **“Alternative Scheme”**); and

12.4.2 (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent audit in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Service Provider has attained Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Features on HGVs

12.5 The Service Provider shall ensure that every HGV, which it uses to provide the Services, shall be fitted with safety features consistent with the FORS Silver Accreditation.

Construction Logistics and Community Safety (CLOCS)

12.6 Where applicable, for works contracts exceeding a value of £1m:

12.6.1 the Service Provider shall comply with the CLOCS Standard; and

12.6.2 the Service Provider shall ensure that the conditions at all sites and locations where:

12.6.2.1 the Services are being delivered; or

12.6.2.2 in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,

are appropriate for each Category N3 HGV being used in the provision of the Services.

Direct Vision Standard (DVS)

12.7 Where applicable, for contracts exceeding a value of £1m where the duration will exceed 12 months and a significant amount of the work will be conducted within the GLA boundaries:

12.7.1 the Service Provider shall comply with the DVS Schedule attached to this Contract; and

12.7.2 the Service Provider shall ensure that:

12.7.3 from and including 26 October 2019, all Category N3 HGVs used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating; and

12.7.4 from and including 26 October 2023, all Category N3 HGVs used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating.

Driver Training

12.8 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that each of its Drivers attend the Approved Progressive Driver Training throughout the Term of the Contract.

Collision Reporting

12.9 Where the Service Provider operates Delivery and Servicing Vehicles to deliver the Contract, the Service Provider shall within 15 days of the Contract Commencement Date, provide to the Authority a Collision Report. The Service Provider shall provide to the Authority an updated Collision Report within five Business Days of a written request from the Authority at any time.

Self-Certification of Compliance

12.10 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Contract Commencement Date, the Service Provider shall provide a written

report to the Authority detailing its compliance with Clauses 12.4, 12.5, 12.6, 12.7, 12.8 and 12.9 (as applicable) of this Contract (the **“WRRR Self-Certification Report”**). The Service Provider shall provide updates of the WRRR Self-Certification Report to the Authority on each six month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Service Provider Regarding Sub-contractors

- 12.11 The Service Provider shall ensure that those of its sub-contractors who operate Category N2 HGVs, Category N3 HGVs, Vans and/or Car-derived Vans to provide the Services shall comply with the corresponding provisions of this Contract:

12.11.1 Clauses 12.4, 12.8, 12.9, 12.10; and

12.11.2 for Category N2 HGVs – Clause 12.5; and

12.11.3 for Category N3 HGVs – Clauses 12.5, and, where applicable 12.6, 12.7;

as if those sub-contractors were a party to this Contract.

Failure to Comply

- 12.12 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with Clauses 12.4, 12.5 (where applicable), 12.6 (where applicable), 12.7 (where applicable), 12.8, 12.9, 12.10 and 12.11;

12.12.1 the Service Provider has committed a material breach of this Contract; and

12.12.2 the Authority may refuse the Service Provider, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Authority for any purpose (including but not limited to deliveries).

13. London Living Wage

For the purposes of this Clause 13, the following expressions have the corresponding meanings:

“CCSL”	the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;
“London Living Wage”	the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website

(www.livingwage.org.uk);

“Subcontractor”

a sub-contractor (of any tier) of the Service Provider.

- 13.1 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the Authority Group ensure that the London Living Wage be paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Authority’s estate in the circumstances set out in Clause 13.3.1.
- 13.2 Without prejudice to any other provision of this Contract, the Service Provider shall:
- 13.2.1 ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services:
- 13.2.1.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and
- 13.2.1.2 on the Authority’s estate including (without limitation) premises and land owned or occupied by the Authority,
- be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;
- 13.2.2 ensure that none of:
- 13.2.2.1 its employees; nor
- 13.2.2.2 the employees of its Sub-contractors,
- engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;
- 13.2.3 provide to the Authority such information concerning the London Living Wage as the Authority or its nominees may reasonably require from time to time, including (without limitation):
- 13.2.3.1 all information necessary for the Authority to confirm that the Service Provider is complying with its obligations under Clause 13; and

13.2.3.2 reasonable evidence that Clause 13 has been implemented;

13.2.4 disseminate on behalf of the Authority to:

13.2.4.1 its employees; and

13.2.4.2 the employees of its Sub-contractors,

engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and

13.2.5 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):

13.2.5.1 allowing the CCSL to contact and meet with the Service Provider's employees and any trade unions representing the Service Provider's employees;

13.2.5.2 procuring that the Service Provider's Sub-contractors allow the CCSL to contact and meet with the Subcontractors' employees and any trade unions representing the Sub-contractors' employees,

in order to establish that the obligations in Clause 13.3.1 have been complied with.

13.3 For the avoidance of doubt the Service Provider shall:

13.3.1 implement the annual increase in the rate of the London Living Wage; and

13.3.2 procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

13.4 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its Sub-contractors.

13.5 Without limiting the Authority's rights under any other termination provision in this Contract, the Service Provider shall remedy any breach of the provisions of this Clause 13 within four (4) weeks' notice of the same from the Authority (the "**Notice Period**"). If the Service Provider remains in breach of the provisions of this Clause 13 following

the Notice Period, the Authority may by written notice to the Service Provider immediately terminate this Contract.

14. Corrupt Gifts and Payment of Commission

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of any member of the Authority Group nor favour any employee, officer or agent of any member of the Authority Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of any member of the Authority Group other than as a representative of the Authority, without the Authority's prior written approval.

15. Equipment

15.1 Risk in:

15.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and

15.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Authority) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the Contract,

regardless of whether or not the Service Provider Equipment and Materials are located at Authority Premises.

15.2 The Service Provider shall ensure that all Service Provider Equipment and all Materials meet all minimum safety standards required from time to time by law.

16. Quality and Best Value

16.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

16.2 Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

17. **Records, Audit and Inspection**

17.1 The Service Provider shall, and shall procure that its sub-contractors shall:

17.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

17.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in Data Protection Legislation) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").

17.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 12.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

18. **Set-Off**

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract or under any other contract with any member of the Authority Group may recover such amount as a debt.

19. **Indemnity**

19.1 Subject to Clause 19.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider's Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty,

misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

- 19.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

20. **Insurance**

- 20.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of not less than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services (the "**Insurances**") and will ensure that the Authority's interest is noted on each and every policy or that any public liability, product liability or employer's liability insurance includes an Indemnity to Principal clause:

20.1.1 public liability to cover injury and loss to third parties;

20.1.2 insurance to cover the loss or damage to any item related to the Services;

20.1.3 product liability; and

20.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 20.1.1 or, if applicable, the product liability insurance referred to in Clause 20.1.3. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.

- 20.2 The insurance cover will be maintained with a reputable insurer.

- 20.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 20.1 and payment of all premiums due on each policy.

- 20.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 20.1 being or becoming void, voidable or unenforceable.

- 20.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

21. The Authority's Data

- 21.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.
- 21.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

22. Intellectual Property Rights

- 22.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services (the "**Products**") provided that such assignment shall not include items not prepared or developed for the purposes of this Contract.
- 22.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 22.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 22.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

23. Privacy, Data Protection and Cyber Security

- 23.1 The Service Provider shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with Schedule 2 of this Contract.
- 23.2 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

24. Confidentiality and Announcements

- 24.1 Subject to Clause 25, the Service Provider will keep confidential:

- 24.1.1 the terms of this Contract; and
- 24.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 24.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 24.1.
- 24.3 The obligations on the Service Provider set out in Clause 24.1 will not apply to any Confidential Information:
 - 24.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 24);
 - 24.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
 - 24.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 24.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 24.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 24.6 The provisions of this Clause 24 will survive any termination of this Contract for a period of 6 years from termination.

25. **Freedom of Information and Transparency**

- 25.1 For the purposes of this Clause 25:
 - 25.1.1 **"FOI Legislation"** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food

and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

25.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

25.1.3 **“Information Access Request”** means a request for any Information under the FOI Legislation.

25.2 The Service Provider acknowledges that the Authority:

25.2.1 is subject to the FOI Legislation and agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

25.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

25.3 Without prejudice to the generality of Clause 25.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

25.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and

25.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.

25.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.

25.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

25.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 24.1 and Clause 25, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.

25.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.

25.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 25.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

26. **Dispute Resolution**

26.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.

26.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.

26.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.

26.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.

26.5 Where a dispute is referred to mediation under Clause 26.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.

26.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.

26.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on

the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 41.

26.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 26.

26.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 26 and Clause 26 shall not apply in respect of any circumstances where such remedies are sought.

27. Breach and Termination of Contract

27.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:

27.1.1 In addition and without prejudice to Clauses 27.1.2 to 27.1.6 (inclusive), the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;

27.1.2 the Service Provider is subject to an Insolvency Event;

27.1.3 in the event that there is a change of ownership referred to in Clause 9.3 or the Service Provider is in breach of Clause 9.3;

27.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;

27.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or

27.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or

27.1.7 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law.

27.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service

Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 27.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.

- 27.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 27.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 27.4 Without prejudice to the Authority's right to terminate the Contract under Clause 27.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 27.4 may be disapplied by notice to that effect in Schedule 1.
- 27.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 27.1, 27.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 29.
- 27.6 To the extent that the Authority has a right to terminate the Contract under this Clause 27 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

28. Consequences of Termination or Expiry

- 28.1 Notwithstanding the provisions of Clause 24, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.
- 28.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
- 28.3 Upon expiry or termination of the Contract (howsoever caused):
- 28.3.1 the Service Provider shall, at no further cost to the Authority:
- 28.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and
- 28.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.
- 28.3.2 the Authority shall (subject to Clauses 18, 28.1 and 28.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.
- 28.4 On termination of all or any part of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and (save where terminated under Clause 27.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

29. Declaration of Ineffectiveness and Public Procurement Termination Event

29.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 28 and Clauses 29.1, 29.2, 29.4 to 29.6 (inclusive) and 29.12 shall apply as from the time when the Declaration of Ineffectiveness is made.

29.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 29.1 to 29.6 inclusive.

29.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 29.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from the Authority, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

29.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and

29.3.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 29.2 to 29.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.

29.4 Where there is any conflict or discrepancy between the provisions of Clause 28 and Clauses 29.2 to 29.6 (inclusive) and 29.12 or the Cessation Plan, the provisions of these Clauses 29.2 to 29.6 (inclusive) and 29.12 and the Cessation Plan shall prevail.

29.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the Authority) in the event that a Declaration of Ineffectiveness is made.

29.6 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably

determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to any Declaration of Ineffectiveness.

- 29.7 Without prejudice to the Authority's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016, in the event that the Authority exercises its right to terminate pursuant to this Clause 29.7 (a "**Public Procurement Termination Event**"), the Authority shall promptly notify the Service Provider and the Parties agree that:
- 29.7.1 the provisions of Clause 28 and these Clauses 29.7 to 29.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and
- 29.7.2 if there is any conflict or discrepancy between the provisions of Clause 28 and these Clauses 29.7 to 29.12 or the Cessation Plan, the provisions of these Clauses 29.7 to 29.12 and the Cessation Plan shall prevail.
- 29.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 29.7 to 29.11 inclusive.
- 29.9 As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 29.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and
- 29.9.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,
- in accordance with the provisions of these Clauses 29.7 to 29.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.

- 29.10 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 29.11 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract as a result of Public Procurement Termination Grounds.
- 29.12 For the avoidance of doubt, the provisions of this Clause 29 (and applicable definitions) shall survive any termination of the Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

30. **Survival**

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 15, 17-21 (inclusive), 22.2, 23-26 (inclusive), 28, 29-32 (inclusive), 34-41 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

31. **Rights of Third Parties**

- 31.1 Save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**Third Party Act**"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.
- 31.2 Notwithstanding Clause 31.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

32. **Contract Variation**

Save where the Authority may require an amendment to the Services and/or this Contract is amended pursuant to the Service Provider's exercise of any Supply Chain Finance Option, the Contract may only be varied or amended with the written agreement of both Parties. Save for any variations or amendments to reflect the Service Provider's exercise of any Supply Chain Finance Option (the mechanism for which is set out at Part B of Schedule 6) the details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Part A of

Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

33. Novation

33.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).

33.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.

33.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

34. Non-Waiver of Rights

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 36. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

35. Illegality and Severability

If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

36. Notices

With the exception of invoices, any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other Party in writing in accordance with this Clause as an address to which notices and other documents may be sent. The

notice, demand or communication will be deemed to have been duly served:

if delivered by hand, at the time of delivery;

if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or

if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other Party within 24 hours after transmission.

37. Entire Agreement

37.1 Subject to Clause 37.2:

37.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

37.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

37.2 Nothing in this Clause 37 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

38. Counterparts

This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

39. Relationship of the Parties

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

40. **Further Assurance**

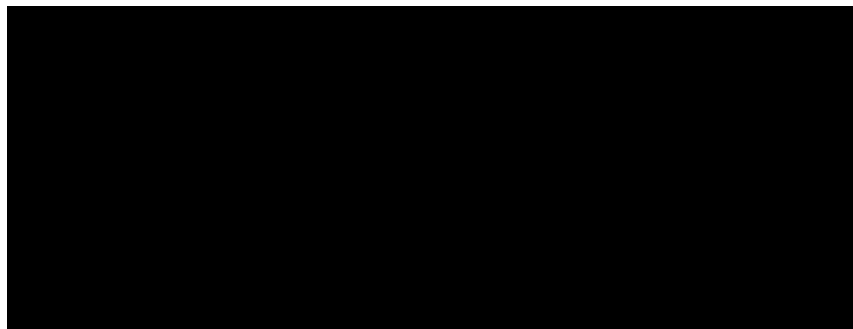
Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

41. **Governing Law**

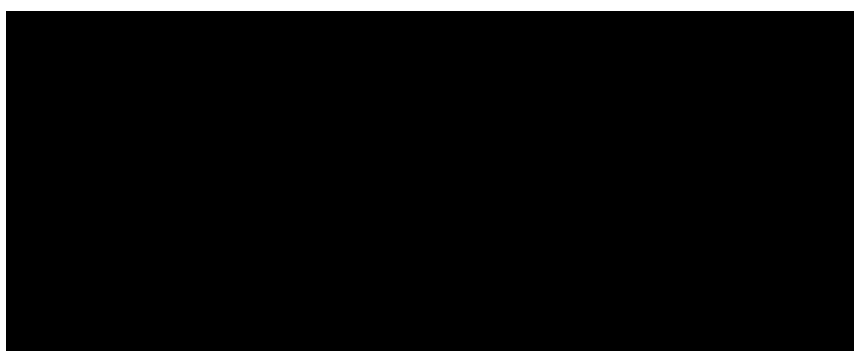
The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 26, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

THE CONTRACT has been signed for and on behalf of the Parties the day and year written above.

Signed by
for and on behalf of
the Authority



Signed by
for and on behalf of
the Service Provider



SCHEDULE 1 - KEY CONTRACT INFORMATION

- 1. Contract Reference Number:** tfl_scp_002031
- 2. Name of Service Provider:** DriveTech UK Limited
- 3. Commencement:**
 - (a) Contract Commencement Date:** As per the date of this Contract
 - (b) Service Commencement Date:** 25 March 2022
- 4. Duration/Expiry Date:** 3 years from the Contract commencement date with the option to extend (at the Authority's sole discretion) for up to an additional 2 years
- 5. Payment (see Clauses 5.1 and 5.4):**

Clause 5.1
The payment period shall be 4-weekly

Clause 5.4
Payment must be made within 30 days of receipt of invoices.
- 6. Email address where PDF Invoices shall be sent:**

invoices@tfl.gov.uk
- 7. Time for payment where not 30 days (see Clause 5.4):** Not Applicable
- 8. Details of the Authority's Contract Manager**

[REDACTED]
- 9. Details of the Authority's Procurement Manager**

[REDACTED]

10. Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

11. Notice period in accordance with Clause 27.4 (termination without cause):
90 days

12. Address for service of notices and other documents in accordance with Clause 36:

For the Authority:

[REDACTED]

[REDACTED]

For the Service Provider:

[REDACTED]

13. Office facilities to be provided to the Service Provider in accordance with Clause 11.3: Not Applicable

14. Training to be provided by the Service Provider in accordance with Clause 8.8: Not Applicable

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

Privacy and Data Protection

For the purposes of this Clause A1, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Authority Personal Data”	Personal Data and/or Sensitive Personal Data Processed by the Service Provider or any sub-contractor on behalf of the Authority, pursuant to or in connection with this Contract;
“Data Controller”	has the meaning given to it in Data Protection Legislation;
“Data Processor”	has the meaning given to it in Data Protection Legislation;
“Data Protection Impact Assessment”	an assessment by the Data Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Legislation”	means: (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data; (b) Directive (EU) 2016/680 (the Law Enforcement Directive); (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
“Data Subject”	has the meaning given to it in Data Protection Legislation;

“Personal Data”	has the meaning given to it in Data Protection Legislation;
“Processing”	has the meaning given to it in Data Protection Legislation and “Process” and “Processed” will be construed accordingly;
“Restricted Countries”	any country outside the European Economic Area other than the UK following withdrawal from the European Union;
“Sensitive Personal Data”	sensitive or special categories of Personal Data (as defined in Data Protection Legislation) which is Processed pursuant to or in connection with this Contract; and
“Subject Request”	a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision making including profiling.

A1.1 With respect to the Parties' rights and obligations under the Contract, the Parties acknowledge that the Authority is a Data Controller solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed, and that the Service Provider is a Data Processor.

A1.2 Details of the Authority Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:

A1.2.1 The Authority Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subject:

Bus Operating Company Staff details, TfL Staff details, Service Provider staff details

A1.2.2 The Authority Personal Data to be Processed includes the following types of Personal Data and/or Sensitive Personal Data:

Driver ID, Assessor name/ID, Usernames and contact details (TfL, Bus Operating Company and Service Provider)

- A1.2.3 The Authority Personal Data is to be Processed for the following purpose(s):
- To collect information relating to the quality of services provided by the Bus Operating Companies and in terms of Driver actions. To collate collected data to present analysis of performance, both individually and aggregated by the Bus Operating Companies. To manage and provision access to data collected and collated. For the purpose of assessing driver performance and safety as part of TfL and Bus Operating Company obligations to provide a safe service to the public***
- A1.2.4 Not used.
- A1.2.5 The subject matter of the Authority Personal Data to be Processed is:
- Processing required to ensure the quality and safety of the Bus Drivers providing service to the Public can be assessed and then provided to authorised users to utilise in training programs as part of the Bus Operating Company contracts to provide Bus Services on behalf of TfL***
- A1.2.6 The duration of the Processing shall be:
- The duration of the contract.***
- A1.2.7 The nature of the Processing is:
- Collection of Driver Assessments including any automated recording of telemetry where provided. Processing of collected data into searchable database and storage of data, provision and dissemination of analytical reporting of collected data, provision of access to collected and stored data, restriction of access to authorised users, destruction of records in accordance with policy.***
- A1.3 Without prejudice to the generality of Clause 23, the Service Provider shall:
- A1.3.1 process the Authority Personal Data only in accordance with written instructions from the Authority to perform its obligations under the Contract;
- A1.3.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach

any of its obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

A1.3.3 notify the Authority without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by the Authority is incompatible with any obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

A1.3.4 maintain, and make available to the Authority on its request, documentation which describes the Processing operations for which it is responsible under this Contract including:

A1.3.4.1 the purposes for which Authority Personal Data is Processed;

A1.3.4.2 the types of Personal Data and categories of Data Subject involved;

A1.3.4.3 the source(s) of the Personal Data;

A1.3.4.4 any recipients of the Personal Data;

A1.3.4.5 the location(s) of any overseas Processing of Authority Personal Data;

A1.3.4.6 retention periods for different types of Authority Personal Data; and

A1.3.4.7 where possible a general description of the security measures in place to protect Authority Personal Data;

A1.3.5 where requested to do so by the Authority, assist the Authority in carrying out a Data Protection Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation);

A1.3.6 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, take appropriate technical and organisational security measures which are appropriate to protect against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Authority Personal Data which the

Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the measures);

- A1.3.7 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clauses A1.3.6 and A1.3.8, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Service Provider itself or the Authority;
- A1.3.8 notify the Authority without undue delay and in any event within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of this Clause A1, including the unauthorised or unlawful Processing of Authority Personal Data, or its accidental loss, destruction or damage;
- A1.3.9 having notified the Authority of a breach in accordance with Clause A1.3.8, keep the Authority properly and regularly informed in writing until the breach has been resolved to the satisfaction of the Authority;
- A1.3.10 fully cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Contract, in relation to compliance with Data Protection Legislation or in relation to any actual or suspected breach), whether by the Authority (or any agent acting on its behalf), any relevant regulatory body, including the Information Commissioner, the police and any other statutory law enforcement agency, and shall do so both during the Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);
- A1.3.11 notify the Authority within two (2) Business Days if it, or any sub-contractor, receives:
 - A1.3.11.1 from a Data Subject (or third party on their behalf):

- A1.3.11.1.1 a Subject Request (or purported Subject Request); or
 - A1.3.11.1.2 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation;
 - A1.3.11.2 any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data; or
 - A1.3.11.3 a request from any third party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by law;
- A1.3.12 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause A1.3.11, including by promptly providing:
 - A1.3.12.1 the Authority with full details and copies of the complaint, communication or request; and
 - A1.3.12.2 where applicable, such assistance as is reasonably requested by the Authority to enable it to comply with the Subject Request within the relevant timescales set out in Data Protection Legislation;
- A1.3.13 when notified in writing by the Authority, supply a copy of, or information about, any Authority Personal Data. The Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Business Days from the date of the request;
- A1.3.14 when notified in writing by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data; and

- A1.3.15 if required to do so by Data Protection Legislation, appoint a designated Data Protection Officer.
- A1.4 The Service Provider shall not share Authority Personal Data with any sub-contractor without prior written consent from the Authority. The Service Provider shall provide the Authority with such information regarding the proposed sub-contractor as the Authority may reasonably require. The Service Provider shall only share Authority Personal Data with a sub-contractor where there is a written contract in place between the Service Provider and the sub-contractor which requires the sub-contractor to:
 - A1.4.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider; and
 - A1.4.2 comply with the same obligations which the Service Provider is required to comply with under this Clause A1 (and in particular Clauses 12.1, 17.1, 17.2, 19.1, 21.2, 23 and 24).
- A1.5 The Service Provider shall, and shall procure that any sub-contractor shall:
 - A1.5.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider and as reasonably necessary to perform the Contract in accordance with its terms;
 - A1.5.2 not Process Authority Personal Data for any other purposes (in whole or part) and specifically, but without limitation, reproduce or refer to it in training materials, training courses, commercial discussions and negotiations with third parties or in relation to proposals or tenders with the Authority;
 - A1.5.3 not Process Authority Personal Data in such a way as to:
 - A1.5.3.1 place the Authority in breach of Data Protection Legislation;
 - A1.5.3.2 expose the Authority to the risk of actual or potential liability to the Information Commissioner or Data Subjects;
 - A1.5.3.3 expose the Authority to reputational damage including adverse publicity;
 - A1.5.4 not allow Service Provider's Personnel to access Authority Personal Data unless such access is necessary in connection with the provision of the Services;

- A1.5.5 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can access Authority Personal Data;
- A1.5.6 ensure that all Service Provider's Personnel who can access Authority Personal Data:
 - A1.5.6.1 are informed of its confidential nature;
 - A1.5.6.2 are made subject to an explicit duty of confidence;
 - A1.5.6.3 understand and comply with any relevant obligations created by either this Contract or Data Protection Legislation; and
 - A1.5.6.4 receive adequate training in relation to the use, care, protection and handling of Personal Data on an annual basis.
- A1.5.7 not disclose or transfer Authority Personal Data to any third party without the Service Provider having obtained the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Contract);
- A1.5.8 without prejudice to Clause A1.3.6, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data; and
- A1.5.9 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided by the Authority to the Service Provider from time to time.
- A1.6 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Authority Personal Data in or to any Restricted Countries without prior written consent from the Authority (which consent may be subject to additional conditions imposed by the Authority).
- A1.7 If, after the Service Commencement Date, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:
 - A1.7.1 the Service Provider shall submit a written request to the Authority setting out details of the following:

- A1.7.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;
 - A1.7.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in;
 - A1.7.1.3 any sub-contractors or other third parties who will be Processing and/or receiving Authority Personal Data in Restricted Countries;
 - A1.7.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;
- A1.7.2 in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;
- A1.7.3 the Service Provider shall comply with any written instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:
 - A1.7.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Contract or a separate data processing agreement between the Parties; and
 - A1.7.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into a data processing agreement with the Service Provider on terms which are equivalent to those agreed between the Authority and the Service Provider in connection with the Processing of Authority

Personal Data in (and/or transfer of Authority Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in A1.7.3.1.

- A1.8 The Service Provider and any sub-contractor (if any), acknowledge:
 - A1.8.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Authority's written instructions and the Contract;
 - A1.8.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Contract or negligence in relation to Authority Personal Data;
 - A1.8.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non-performance of such obligation shall be deemed a material breach of Contract;
 - A1.8.4 notwithstanding Clause 27.1.1, if the Service Provider has committed a material breach under Clause A1.8.3 on two or more separate occasions, the Authority may at its option:
 - A1.8.4.1 exercise its step in rights pursuant to Clause A16;
 - A1.8.4.1 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
 - A1.8.4.2 terminate the Contract in whole or part with immediate written notice to the Service Provider.
- A1.9 Compliance by the Service Provider with this Clause A1 shall be without additional charge to the Authority.
- A1.10 The Service Provider shall remain fully liable for all acts or omissions of any sub-contractor.
- A1.11 Following termination or expiry of this Contract, howsoever arising, the Service Provider:
 - A1.11.1 may Process the Authority Personal Data only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under law and will then comply with Clause A1.11.3;

- A1.11.2 where Clause A1.11.1 does not apply, may Process the Authority Personal Data only for such duration as agreed in Clause A1.2.6 above and following this will then comply with Clauses A1.11.3 and A1.11.4;
 - A1.11.3 subject to Clause A1.11.1, shall on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data; or
 - A.1.11.4 in the absence of instructions from the Authority after 12 months from the expiry or termination of the Contract securely destroy the Authority Personal Data.
- A1.12 Authority Personal Data may not be Processed following termination or expiry of the Contract save as permitted by Clause A1.11.
- A1.13 For the avoidance of doubt, and without prejudice to Clause A1.11, the obligations in this Clause A1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.
- A1.14 The indemnity in Clause 19 shall apply to any breach of Clause A1 and shall survive termination or expiry of the Contract.
- A1.15 The Parties' liability in respect of any breach of Clause 23.1 and this Clause A1 insofar as they relate to fines, court awards, settlements and legal costs shall be unlimited.

A2

IT Systems

For the purposes of this Clause A2, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Euro Compliant”

that the software, electronic or magnetic media, hardware or computer system (whichever is applicable) is capable of, and will not require any replacement or changes in order to be capable of, supporting the introduction of, changeover to and operation of the Euro as a currency and in dual currency (Sterling and Euro) and will not manifest any material error nor suffer a diminution in performance or loss of functionality as a result of such introduction, changeover or operation and it shall (if applicable) be capable of processing transactions calculated in Euros separately from or in conjunction with other currencies and is capable of complying with any legislative changes relating to the Euro;

A2.1 The Service Provider shall ensure that:

A2.1.1 any software, electronic or magnetic media, hardware or computer system used or supplied by the Service Provider in connection with the Contract shall:

A2.1.1.1 not have its functionality or performance affected, or be made inoperable or be more difficult to use by reason of any data related input or processing in or on any part of such software, electronic or magnetic media, hardware or computer system;

A2.1.1.2 not cause any damage, loss or erosion to or interfere adversely or in any way with the compilation, content or structure of any data, database, software or other electronic or magnetic media, hardware or computer system used by, for or on behalf of the either or both of the Authority or any other member of the Authority Group, on which it is used or with which it interfaces or comes into contact;

A2.1.1.3 comply with the Government’s open standards principles as documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles#open-standards-principles>;

A2.1.1.4 be Euro Compliant; and

any variations, enhancements or actions undertaken by the Service Provider in respect of such software, electronic or magnetic media, hardware or computer system shall not affect the Service Provider's compliance with this Clause A2.

A12 Option to Extend Duration

A12.1 The Authority has an option, exercisable at its sole discretion, to extend the duration of the Contract for a further period or periods up to a total of **two** years by notice in writing to the Service Provider provided that such notice is served at least **one month** prior to the expiry of the initial duration of the Contract or the expiry of any previous extension, if later.

A14 Crime and Disorder Act 1998

A14.1 The Service Provider acknowledges that the Authority is under a duty in accordance with Section 17 of the Crime and Disorder Act 1998:

A14.1.1 to have due regard to the impact of crime, disorder and community safety in the exercise of the Authority's duties;

A14.1.2 where appropriate, to identify actions to reduce levels of crime and disorder; and

A14.1.3 without prejudice to any other obligation imposed on the Authority, to exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area,

and in the performance of the Contract, the Service Provider will assist and co-operate with the Authority, and will use reasonable endeavours to procure that its sub-contractors observe these duties and assists and co-operates with the Authority where possible to enable the Authority to satisfy its duty.

A16 Adjustment to Charges (Indexation)

A16.1 In this Clause A16, "**AWE**" shall mean the Average Weekly Earnings Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree.

A16.2 On and with effect from each anniversary of the Service Commencement Date, the Charges shall be adjusted upwards or

downwards (as the case may be) by the amount of the change (if any) in AWE between its rate last published (as final) immediately before such anniversary and its rate published (as final) twelve months before that.

A18 Transfer of Employees to Service Provider

A18.1 Clause 8.1 shall be deleted and replaced with the following.

A18.2 For the purposes of this Clause A18 and Clause A19, unless the context indicates otherwise, the following expressions shall have the following meanings:

A18.2.1 **“Current Service Provider(s)”** means the provider or providers of services substantially similar to the Services immediately before the Service Commencement Date;

A18.2.2 **“Employment Costs”** means all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE) and all other emoluments);

A18.2.3 **“Employment Liabilities”** means all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (on a full indemnity basis);

A18.2.4 **“Final Staff List”** has the meaning set out in Clause A19.4;

A18.2.5 **“Further Transfer Date”** means the date on which the Services (or any part of them) cease to be provided by the Service Provider and start to be performed by the Authority or any Replacement Service Provider when (assuming that TUPE applies) the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider occurs;

A18.2.6 **“Relevant Period”** means the period starting on the earlier of:

- (a) the date falling 6 calendar months before the date of expiry of the Contract; or

- (b) if the Contract is terminated by either Party in accordance with Clause 27.3 or by the Authority in accordance with Clause 27.1, 27.2, 27.4 or 27.5, the date of the relevant termination notice;

and ending on the Further Transfer Date;

- A18.2.7 **“Replacement Service Provider”** means any replacement supplier or provider to the Authority of the Services (or any part of the Services) and any Sub-Contractor to such replacement supplier or provider;
- A18.2.8 **“Re-Transferring Personnel”** means any Service Provider’s Personnel who are assigned (for the purposes of TUPE) to the relevant Services (or any part of them) immediately before the Further Transfer Date and whose employment contract will transfer to the Authority or the Replacement Service Provider pursuant to TUPE with effect from the Further Transfer Date;
- A18.2.9 **“Staff List”** has the meaning set out in Clause A19.1;
- A18.2.10 **“Staffing Information”** has the meaning set out in Clause A19.1;
- A18.2.11 **“Sub-Contractor”** means any subcontractor to the Current Service Provider(s), the Service Provider or the Replacement Service Provider as the context dictates which is engaged in the provision of the Services or any part of them (or services substantially similar to the Services or any part of them) and includes the sub-contractor of any such sub-contractor;
- A18.2.12 **“Transfer of Services”** means the transfer of the provision of the Services from the Current Service Provider and any Sub-Contractor to the Service Provider and any Sub-Contractor;
- A18.2.13 **“Transferring Staff”** means such employees of the Current Service Provider(s) (and its Sub-Contractors) as are assigned (for the purposes of TUPE) to the Services the names of whom as at the date of this Contract are listed in Appendix 1 to this Clause A18; and
- A18.2.14 **“TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.
- A18.3 It is understood and acknowledged by the Parties that TUPE applies to the Transfer of Service and accordingly, pursuant to TUPE, the

contracts of employment between the Current Service Provider and any Sub-Contractor and the Transferring Staff will have effect from the Contract Commencement Date as if originally made between the Service Provider (or its Sub-Contractor(s)) and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of Clause A18.4).

A18.4 The Service Provider will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 and TUPE with effect from the Service Commencement Date.

A18.5 The Parties agree that all Employment Costs in respect of the Transferring Staff will be allocated as follows:

A18.5.1 the Current Service Provider(s) will be responsible for any Employment Costs relating to the period up to the Contract Commencement Date; and

A18.5.2 the Service Provider will be responsible for any Employment Costs relation to the period on and after the Contract Commencement Date,

and Employment Costs will if necessary be apportioned on a time basis between the Current Service Provider(s) and the Service Provider, regardless of when such sums fall to be paid.

A18.6 The Authority warrants to the Service Provider that none of the Authority's employees will transfer to the Service Provider under TUPE as a result of the Transfer of Service.

A18.7 The Service Provider will indemnify and keep indemnified the Authority and the Current Service Provider(s) (and its Sub-Contractors) from and against all Employment Liabilities which the Authority or the Current Service Provider(s) (or its Sub-Contractors) incur or suffer arising out of or in connection with:

A18.7.1 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of any person employed or engaged by it (or its Sub-Contractors) (including the Transferring Staff) on or after the Contract Commencement Date;

A18.7.2 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE in relation to the Transfer of Services;

- A18.7.3 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Transferring Staff by the Service Provider (or its Sub-Contractors) before the Contract Commencement Date;
- A18.7.4 the employment or termination of employment by the Service Provider (or its Sub-Contractors) of any Transferring Staff on or after the Contract Commencement Date;
- A18.7.5 any actual or proposed changes by the Service Provider (or its Sub-Contractors) to the terms and conditions of employment or working conditions of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.
- A18.8 The Service Provider will provide the Current Service Provider(s) (or its Sub-Contractors), as soon as practicable, but in any event in good time before the Contract Commencement Date with all information which the Current Service Provider (or its Sub-Contractors) may reasonably require to enable it to comply with its information and consultation obligations under TUPE and, if requested, will confirm to the Authority when it has done so and provide a copy to the Authority.
- A18.9 The Service Provider warrants and undertakes to the Authority that all information given to the Current Service Provider(s) (or its Sub-Contractors) regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.
- A18.10 Clause 31.1 shall be amended so that benefits conferred on the Current Service Provider or its Sub-Contractors under this Clause A18 shall be enforceable by them.

Appendix 1 to Clause A18

List of Transferring Staff

Not Applicable

A19 Transfer of Employees on Expiry or Termination

A19.1 The Service Provider will promptly provide (and procure that its Sub-Contractors provide) when requested by the Authority (but not more than twice in any 12 month period) and not more than 7 days after the date of any notice to terminate this Contract given by either Party, the following information to the Authority:

A19.1.1 an anonymised list of current Service Provider's Personnel and employees and workers of its Sub-Contractors engaged in the provision of the Services (each identified as such in the list) (the "**Staff List**");

A19.1.2 such of the information specified in Appendix 1 to this Clause A19 as is requested by the Authority in respect of each individual included on the Staff List;

A19.1.3 in the situation where notice to terminate this Contract has been given, an anonymised list of any persons who are materially engaged or have been materially engaged during the preceding six months in the provision of the Services, whom the Service Provider considers will not transfer under TUPE for any reason whatsoever together with details of their role and the reasons why the Service Provider thinks such persons will not transfer,

such information together being the "**Staffing Information**".

A19.2 The Service Provider will notify the Authority as soon as practicable and in any event within 5 days of the Service Provider becoming aware of any additional or new Staffing Information and any changes to any Staffing Information already provided.

A19.3 The Service Provider warrants to the Authority that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.

A19.4 Subject to Clause A19.5, the Service Provider will provide the Authority with a final Staff List (the "**Final Staff List**") and Staffing Information relating to persons on that list not less than 28 days before the Further Transfer Date.

A19.5 If the Contract is terminated by either Party in accordance with Clause 27.3 or by the Authority in accordance with Clause 27.1, 27.2, 27.4 or 27.5 then the Final Staff List will be provided by the Service Provider to the Authority as soon as practicable and no later than 14 days after the date of termination of the Contract.

- A19.6 The Service Provider warrants that as at the Further Transfer Date:
- A19.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;
 - A19.6.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and
 - A19.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority.
- A19.7 During the Relevant Period the Service Provider will not and will procure that its Sub-Contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
- A19.7.1 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);
 - A19.7.2 deploy or assign any other person to perform the Services who is not included on the most recent Staff List other than temporarily and in the ordinary course of business;
 - A19.7.3 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel;
 - A19.7.4 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel other than temporarily and in the ordinary course of business; or
 - A19.7.5 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.
- A19.8 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the Relevant Period regardless of when such notice takes effect.
- A19.9 The Service Provider agrees that the Authority will be permitted to disclose any information provided to it under this Clause A19 in

anonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any third party engaged by the Authority to review the delivery of the Services and to any Replacement Service Provider.

A19.10 If TUPE applies on the expiry or termination of the Contract, on the termination or variation of any Service or any part of such a Service, or on the appointment of a Replacement Service Provider, the following will apply:

A19.10.1 The contracts of employment of the Re-Transferring Personnel will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Service Provider (or its Sub-Contractor) (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation [10](#) of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).

A19.10.2 During the Relevant Period the Service Provider will:

A19.10.2.1 provide the Authority or Replacement Service Provider (as appropriate) with access to such employment and payroll records as the Authority or Replacement Service Provider (as appropriate) may require to put in place the administrative arrangements for the transfer of the contracts of employment of the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);

A19.10.2.2 allow the Authority or Replacement Service Provider (as appropriate) to have copies of any of those employment and payroll records;

A19.10.2.3 provide all original employment records relating to the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate); and

A19.10.2.4 co-operate with the Authority and any Replacement Service Provider in the orderly management of the transfer of employment of the Re-Transferring Personnel.

If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Service Provider will procure such Sub-Contractors provide the Authority or Replacement Service Provider (as appropriate) with the same level of access, information and cooperation.

A19.10.3 The Service Provider warrants to each of the Authority and the Replacement Service Provider that as at the Further Transfer Date no Re-Transferring Personnel (except where the Service Provider has notified the Authority and the Replacement Service Provider (if appointed) in writing to the contrary) to the Service Provider's knowledge:

A19.10.3.1 is under notice of termination;

A19.10.3.2 is on long-term sick leave;

A19.10.3.3 is on maternity, parental or adoption leave;

A19.10.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;

A19.10.3.5 is entitled or subject to any additional terms and conditions of employment other than those disclosed to the Authority or Replacement Service Provider (as appropriate);

A19.10.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;

A19.10.3.7 has received a written warning (other than a warning that has lapsed);

A19.10.3.8 has taken or been the subject of a grievance procedure within the previous two years; or

A19.10.3.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment transferring to the Authority or Replacement Service Provider (as appropriate) under TUPE.

A19.10.4 The Service Provider undertakes to each of the Authority and any Replacement Service Provider that it will (and will procure that its Sub-Contractors will):

A19.10.4.1 continue to perform and observe all of its obligations under or in connection with the contracts of employment of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;

A19.10.4.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Service Provider or any Sub-Contractor which fall due in the period up to the Further Transfer Date;

A19.10.4.3 to pay to the Authority or the Replacement Service Provider (as appropriate) within 7 days of the Further Transfer Date any apportioned sum in respect of Employment Costs as set out in Clause A19.10.5; and

A19.10.4.4 to comply in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Replacement Service Provider (as appropriate) such information as the Authority or Replacement Service Provider may request in order to verify such compliance.

A19.10.5 The Parties agree that all Employment Costs in respect of the Re-Transferring Personnel will be allocated as follows:

A19.10.5.1 the Service Provider will be responsible for any Employment Costs relating to the period up to the Further Transfer Date;

A19.10.5.2 the Authority or (where appointed) any Replacement Service Provider will be responsible for the Employment Costs relating to the period on and after the Further Transfer Date,

and will if necessary be apportioned on a time basis (regardless of when such sums fall to be paid).

A19.10.6 The Service Provider will indemnify and keep indemnified each of the Authority and any Replacement Service Provider from and against all Employment Liabilities which the Authority or the Replacement Service Provider incurs or suffers arising directly or indirectly out of or in connection with:

A19.10.6.1 any failure by the Service Provider to comply with its obligations under this Clause A19.10;

A19.10.6.2 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of the Re-Transferring Personnel whether occurring before on or after the Further Transfer Date;

A19.10.6.3 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by the Authority or the Replacement Service Provider to comply with Regulation 13 of TUPE);

A19.10.6.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Contract Commencement Date to the Further Transfer Date;

A19.10.6.5 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any person employed or engaged by the Service Provider (or its Sub-Contractors) (other than Re-Transferring Personnel included on the Final Staff List) who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider (or its Sub-Contractors) in respect of them by virtue of TUPE.

A19.11 If TUPE does not apply on the expiry or termination of the Contract, the Service Provider will remain responsible for the Service Provider Personnel and will indemnify and keep indemnified the Authority against all Employment Liabilities which the Authority incurs or suffers arising directly or indirectly out of or in connection with the employment or termination of employment of any of the Service Provider Personnel or former Service Provider Personnel.

A19.12 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Contract and for 2 years following the date of expiry or earlier termination of the Contract the Authority will be given

reasonable access to and be allowed to consult with any person, consultant or employee who, at that time:

A19.12.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and

A19.12.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Contract,

and such access and consultation will be provided on the first occasion free of charge and thereafter be charged at reasonable rates for the time spent by the Service Provider or its employees or Sub-Contractors on such consultation. The Service Provider will use all reasonable endeavours to procure that such persons co-operate with the Authority's requests.

A19.13 Clause 31.1 shall be amended so that benefits conferred on the Replacement Service Provider under this Clause A19 shall be enforceable by them.

Appendix 1 to Clause A19

Information to be provided in respect of those on the Staff List

- Amount of time spent on the Services (or any part of the Services specified by the Authority)
- Date of birth
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime - Contractual or Non Contractual and Rates
- Contractual Working Hours
- Contract Type - Permanent/Temporary
- Geographical Area Of Work/Location
- Commencement of Employment Date
- Continuous Service Date
- Car Allowance
- Pension Contributions
 - 1) Employer
 - 2) Employee
 - Including additional information on:
 - who were originally employees of the Authority;

- who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme;
 - whose employment transferred from the Authority to the Service Provider under TUPE; and
 - who were entitled to broadly comparable benefits under the Current Contractor's Scheme
- Details of the relevant employee representative body or bodies and relevant collective agreements
- Date of Annual Pay Award
- Annual Leave Entitlement
- Contractual Notice Period
- Public Holiday/Concessionary Days Entitlement
- Sickness Entitlement (in 12 month rolling period)
- Salary/wage increases pending
- Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
- Details of any other benefits provided, whether contractual or non-contractual
- Copy of employment contract or applicable standard terms and employee handbook
- Any loans or educational grants
- For those employees who are foreign nationals the country of citizenship, immigrant status and all documentation required by law to demonstrate a right to work in the United Kingdom
- Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
- Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought
- Department and place on organisation chart
- Average absence due to sickness
- Training and competency records

A29 Equality, Diversity and Inclusion

A29.1 For the purposes of this Clause A29, unless the context indicates otherwise, the following expressions shall have the following meanings:

“EDI Action Plan”	NOT USED
“EDI Policy”	means a written policy setting out how a Service Provider will promote equality, diversity and inclusion;
“Equality Statement”	means a short written statement setting out how a Service Provider will embed equality, diversity and inclusion in its performance of the Contract; and
“Minimum Records”	means all information relating to the Service Provider's performance of and compliance with Clause A29 and the adoption and implementation of an EDI Action Plan, by each subcontractor and, where applicable, subject to the provisions of Clause A29.3, indirect subcontractor, of the Service Provider.

EDI Policy

A29.2 From the Contract Commencement Date, the Service Provider shall provide the Authority with a copy of its EDI Policy. The Service Provider shall keep its EDI Policy under review for the duration of the Contract and shall provide the Authority with any such revised EDI Policy once available.

EDI Action Plan

A29.3 NOT USED

Equality Statement

A29.4 Where a Contract has a total value over £1 million, the Service Provider shall submit and keep under review an Equality Statement setting out how they will embed equality, diversity and inclusion in the performance of the Contract.

Monitoring and Reporting

For the purposes of this clause, “BAME”, “disabled”, “diversity” and “SMEs” have the meanings set out in Appendix 1 to this Clause A29.

A29.5 NOT USED

A29.6 NOT USED

A29.7 NOT USED

EDI Audit

A29.8 The Authority or its nominee may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with Clause A29. The Authority's rights pursuant to this clause shall audit of include any and all documents and records of the Service Provider and its subcontractors and, where applicable, subject to the provisions of Clause A29.3, indirect subcontractors, and shall include the Minimum Records.

A29.9 The Service Provider shall maintain and retain the Minimum Records for a minimum of 6 years from the termination or expiry of the Contract. The Service Provider shall procure that each of its subcontractors and, where applicable subject to the provisions of Clause A29.3, indirect subcontractors, shall maintain and retain records equivalent to the Service Provider's Minimum Records for a minimum of 6 years from the termination or expiry of the Contract. The Service Provider shall procure that each subcontract between it and its subcontractors and, where applicable, subject to the provisions of Clause A29.3, each subcontract between its subcontractors and any indirect subcontractors of the Service Provider, shall contain rights of audit in favour of and enforceable by the Authority substantially equivalent to those granted by the Service Provider pursuant to Clause A29.

A29.10 The Authority shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider and each subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Contract and each relevant subcontract.

A29.11 The Service Provider shall promptly provide, and procure that its subcontractors and, where applicable subject to the provisions of Clause A29.3, indirect subcontractors, promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:

A29.11.1 granting or procuring the grant of access to any premises used in the Service Provider's performance of the Contract or in its relevant subcontractor or indirect subcontractor's performance of its subcontract, whether the Service Provider's own premises or otherwise;

- A29.11.2 granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's or the relevant subcontractor or indirect subcontractor's obligations specified in Clause A29.3, wherever situated and whether the Service Provider's own equipment or otherwise; and
- A29.11.3 complying with the Authority's reasonable requests for access to senior personnel engaged in the Service Provider's performance of the Contract or the relevant subcontractor or indirect subcontractor's performance of its subcontract.

Gender Neutral Language

- A29.12 For the duration of the Contract, the Service Provider shall endeavour to employ gender-neutral language in all communications relating to the Contract, including but not limited to communications with job applicants, employees, apprentices, contractors, customers and members of the public. Gender-neutral language includes avoidance of male or female pronouns and male or female forms of job titles where unnecessary.

Appendix 1 to Clause A29 - Equality, Diversity and Inclusion Definitions

Definitions and terminology	Meaning
Accessibility	This term refers to the design of products, devices, services, or environments that is inclusive of disabled people.
Black Asian and Minority Ethnic (BAME) Groups	Ethnic groups who have a common experience of discrimination based on their skin colour or ethnic origin. Individuals may self-identify in different ways but BAME is the collective term used by TfL to describe people who may have this range of experiences.
Disability	Physical or mental impairment that has a 'substantial' and 'long-term' negative effect on a person's ability to do normal daily activities.
Diversity	Recognising, respecting and valuing a wide set of differences and understanding that an individual's opportunities are impacted by characteristics beyond those protected by legislation, e.g. class, family background, political views, union membership etc.
Equality	<p>Recognising and respecting differences, including different needs, to ensure that everyone:</p> <ul style="list-style-type: none"> • can live their lives free from discrimination; • knows their rights will be protected; and • has what they need to succeed in life. <p>Equality is about ensuring equality of opportunity by tackling the barriers that some groups face and making London fairer by narrowing the social and economic divides that separate people. The characteristics protected by equality legislation are age, disability, gender, gender reassignment, ethnicity, pregnancy and maternity, religion and/or belief and sexual orientation.</p>
Equality Impact Assessments (EqIA)	As a public body, TfL is bound by the Public Sector Equality Duty (PSED) under the Equality Act 2010. An EqIA is a tool used to demonstrate that TfL has met its PSED duties. Like a risk assessment process, an EqIA is a process that helps TfL to make more inclusive decisions and to make sure that TfL's programmes, policies, projects and the way TfL designs, builds and operates services works well for TfL staff and customers.
Ethnicity	An individual's identification with a group sharing any or all of the following: country of origin, cultural origins or practice, language, nationality religion, skin colour.
Gender	The social differences between women and men that have been learned are changeable over time and have wide variations both within and between cultures. The term is often used to differentiate from 'sex', a term referring to biological differences. It is important to note that some people consider themselves to be 'gender fluid' (someone whose sense of their gender may vary) or 'gender non-binary' (someone who does not wish to be defined as male or female).
Gay	Refers to a man who has a romantic and/or sexual orientation towards men. Also a generic term for lesbian and gay sexuality - some women define themselves as gay rather than lesbian.

Inclusion	Removing barriers and taking steps to create equality, harness diversity and produce safe, welcoming communities and cultures that encourage innovative and fresh ways of thinking and allow people to speak up, especially to suggest where things could be done better.
Inclusive Design	Creating environments which everyone can use to access and benefit from the full range of opportunities available, confidently, independently, with choice and dignity, which avoids separation or segregation and is made up of places and spaces that acknowledge diversity and difference, meeting the needs of everyone in society.
Lesbian	Refers to a woman who has a romantic and/or sexual orientation towards women.
Neurodiverse	A concept where neurological differences are recognised and respected in the same way as any other human difference.
Non-Binary	An umbrella term for people whose gender identity is not comfortably expressed by 'man' or 'woman'. Non-binary identities are varied and can include people who identify with some aspects of binary identities, while others reject them entirely.
Pay gap	Difference between the average pay of two different groups of people, for example men and women, or groups from different ethnic backgrounds.
Sexual Orientation	A person's emotional, physical and/or sexual attraction, and the expression of that attraction.

Supplier Diversity	<p>Diverse suppliers are from one of the following five categories:</p> <p>1. Small and Medium Enterprises (SMEs).</p> <p>A small enterprise is a business which has both 0-49 full-time equivalent employees and either:</p> <ul style="list-style-type: none"> • turnover per annum of no more than £5.6 million net (or £6.72 million gross) in the last financial year; or • balance sheet total of no more than £2.8 million net (£3.36 million gross). <p>A medium enterprise is a business which has both 50-249 full-time equivalent employees and either;</p> <ul style="list-style-type: none"> • turnover per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year; or • balance sheet total of no more than £11.4 million net (or £13.68 million gross). <p>2. A minority-led business is a business which is 51% or more owned by members of one or more BAME groups. Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'white British'. The minority ethnic classification groups used by TfL for monitoring purposes are those taken from the census:</p> <table border="1" data-bbox="528 1189 1485 1787"> <thead> <tr> <th data-bbox="528 1189 810 1227">Ethnic group</th><th data-bbox="810 1189 1485 1227">Racial Origin</th></tr> </thead> <tbody> <tr> <td data-bbox="528 1227 810 1301">White British</td><td data-bbox="810 1227 1485 1301">Irish Any other White background</td></tr> <tr> <td data-bbox="528 1301 810 1451">Mixed</td><td data-bbox="810 1301 1485 1451">White & Black Caribbean White & Black African White & Asian Any other Mixed background</td></tr> <tr> <td data-bbox="528 1451 810 1601">Asian or Asian British</td><td data-bbox="810 1451 1485 1601">Indian Pakistani Bangladeshi Any other Asian background</td></tr> <tr> <td data-bbox="528 1601 810 1713">Black or Black British</td><td data-bbox="810 1601 1485 1713">Caribbean African Any other Black background</td></tr> <tr> <td data-bbox="528 1713 810 1787">Chinese or other Ethnic Group</td><td data-bbox="810 1713 1485 1787">Chinese Any other ethnic group</td></tr> </tbody> </table> <p>3. A supplier from an under-represented group which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):</p> <ul style="list-style-type: none"> • women; • disabled people; 	Ethnic group	Racial Origin	White British	Irish Any other White background	Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background	Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background	Black or Black British	Caribbean African Any other Black background	Chinese or other Ethnic Group	Chinese Any other ethnic group
Ethnic group	Racial Origin												
White British	Irish Any other White background												
Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background												
Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background												
Black or Black British	Caribbean African Any other Black background												
Chinese or other Ethnic Group	Chinese Any other ethnic group												

	<ul style="list-style-type: none"> • lesbians, gay men, bisexual people; • trans people; • older people (aged 60 or over); and • younger people (aged 24 or under). <p>4. A supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups or alternatively, ownership by a social enterprise or a voluntary/community organisation).</p> <p>5. Suppliers demonstrating a diverse workforce composition are those with full time equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed above.</p>
Trans or transgender	Current terminology for people who do not want to live as the sex they were assigned at birth.
Young adults, children and young people	<p>Young adults are people aged 16 to 24, whether in education or employment.</p> <p>Children and young people can be further subdivided into:</p> <p>i) Young children – those that use the transport network escorted by parents or carers.</p> <p>ii) School children – those, usually aged between 11-16 at secondary school, that use the transport network independently or with members of their peer group.</p>

A100 Liability Cap

- A100.1 Subject to Clauses A100.2 and A100.3, the Service Provider's total liability to the Indemnified Parties in respect of all Losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £5 million in aggregate and £5 million in respect of each event or series of related events.
- A100.2 The Service Provider's liability to the Indemnified Parties shall be unlimited in respect of death, personal injury, fraud, infringement of Intellectual Property Rights and for any other Losses which cannot, by law, be limited.
- A100.3 The Service Provider's liability to the Indemnified Parties shall be limited to the levels of insurance cover required under this Contract.

SCHEDULE 3 – SPECIFICATION

3. SCOPE

3.1. General Requirement

The requirement is for one Service Provider to provide DQM Services across the London bus network. Assessors undertake around 7,700 assessments per year and score drivers against 23 categories.

Assessments will be recorded on a handheld device which will transmit the data to a database management system. Information held on the database will be accessible by bus operators and TfL.

The data is used to monitor driver performance, inform areas of improvement and produce bus operator performance tables. The Service Provider will be required to:

- Design or utilise an existing web based or mobile application to be used by assessors to carry out assessments
- Provide off the shelf handheld devices to be used by assessors to complete the assessments and transmit the data to the website
- Provide adequate personnel to conduct the assessments
- Provide a data management system and website interface to provide access to assessments and reports for both TfL and bus operators

Assessment (See Section 4 for further details)	Assessors will be required to travel on board buses while they are in service for a sufficient time to appraise and score all the categories shown in Volume 2 - Appendix 2.
	The Service Provider will be required to devise a rota for Assessors which ensures the monitoring requirements are met.
	Assessments will be undertaken in line with the four-shift schedule provided as shown in s4.2
Technology (See Section 5 for further details)	The Service Provider will develop a web based or a mobile application (app), which enables assessors to complete the assessment and send it automatically upon completion to the DQM data management system /website.
Recording (See Section 5 for further details)	Assessors will be required to score the driver between Box 1 and Box 4 for each category listed in Volume 2 – Appendix 1.

	Assessors will be required to write a short commentary of the assessment, explaining any individual categories where the score is in Boxes 2, 3 or 4.
	The assessment shall also record other factors such as vehicle type and weather conditions, as shown in the sample form in Volume 2 - Appendix 1
	Assessment information will be recorded using a web based or mobile application designed and produced by the Service Provider.
Reporting (See Section 5 for further details)	The Service Provider will provide and host a data management system with a website to provide an interface for bus operators and TfL.
	The website shall only reveal the results of individual Assessments, or data compiled from a group of Assessments, to TfL and the relevant bus operator.
	The website will be updated daily (at a minimum), to include the previous day's assessments.
	The system will email the bus operator directly to notify that an assessment has taken place.
Personnel (See Section 6 for further details)	DQM Assessors must be able to make a qualified, impartial and consistent judgement of the standard of driving.
	Assessments must be objective and undertaken to a similar standard. The Service Provider must devise and carry out initial assessor training.
	A quality-control procedure for assessments should be designed including benchmarking and staff/assessor development.
Meetings (See Section 7 for further details)	The Service Provider will be required to attend regular meetings with TfL. This will include start-up meeting(s) (including the bus operators) and quarterly review meetings.

4. ASSESSMENT

Assessors will be required to travel on board buses while they are in service for a sufficient amount of time to appraise and score all the categories shown in Volume 2 - Appendix 2. Each assessment will last for approximately twenty minutes. TfL reserves the right to amend the duration of assessments throughout the duration of the Contract.

An example assessment form is shown in Volume 2 - Appendix 1 and is provided as a guide. The Service Provider should ensure any forms designed provide continuity with the current assessment criteria and scoring procedure.

The assessment form designed and produced on a web based or mobile applicable shall be the responsibility of the Service Provider. TfL shall have final approval of the forms used to record the Assessment.

The Service Provider will be required to ensure their assessors can pay for their journey with an Oyster card. The Assessor shall not make themselves known to the driver. Assessors must not use passes that identify themselves as working for or on behalf of TfL.

The Assessor is not authorised to suspend or instruct drivers they regard as having serious faults.

DQM Categories

The 23 categories in a DQM assessment have been defined and refined over a number of years. However, the Service Provider is asked to note that categories may be added or amended to reflect the changing requirements of TfL and the changing needs of customers. If the changes to DQM are minor, the Service Provider will be expected to absorb any costs which affect training and reporting. A minor change will include the addition of one or two new categories and the re-definition of existing categories.

Assessment Mark and Assessment Score

The **Overall Mark** is the worst Box mark from the 23 categories. For example, if a report shows Box 4 for Use of Speed and Box 1 for all other categories, the Overall Mark is Box 4.

The **Overall Score** converts the Box marks for the 23 categories into points, as follows:

Box 1= 0 points, Box 2 = 2 points, Box 3 = 20 points and Box 4 = 50 points

The overall score is the sum of the points for the 23 categories.

The scoring system for assessing driver behaviour is included in Volume 2 - Appendix 3.

4.1. Where the Assessments Will Be Carried Out

DQM assessors should be allocated to the prescribed TfL routes shown in Volume 2 - Appendix 4. Such routes are generally within Greater London, although some routes operate beyond the London Boroughs. There are currently 541 routes in the scope of DQM, operated by the ten bus operators and their subsidiaries.

The Service Provider will be required to devise a rota for Assessors which ensures the following:

- a) The bus operators are not able to anticipate when routes will be assessed.
- b) The geographical spread across the four geographical areas (NE, NW, SE, SW) of London bus network is proportionate for each calendar quarter.
- c) The assessments for different routes at one garage are spread throughout the year.
- d) An appropriate number of assessors are contracted to complete the required number of assessments

4.2. When the Assessments Will Be Carried Out

- The majority (around 90%) of DQM Assessments shall be undertaken between 08.00 and 18.00, Monday to Friday. There must be a spread of assessments throughout the day.
- Around 4% of assessments shall be carried out on night services (between midnight and 05.00).
- Around 4% of assessments shall be carried out in the early morning (05.00 - 08.00) and late evening (18.00 - 24.00)
- Around 2% of assessments shall be carried out on Saturday or Sunday and Sunday.

The Service Provider 's costs per assessment for the above four shifts can be found in the Contract at Schedule 4 (Charges).

The assessments on night services should be included as part of the quota for the equivalent day route (see Volume 2 - Appendix 4 for the number of assessments per route) e.g. N25 would be included in the quota for route 25.

4.3. How Many Assessments Will Be Carried Out

The number of assessments per year will be equal to 100% of the number of buses on that route at peak times (the Peak Vehicle Requirement, or PVR). For example, on a route which requires 20 buses there will be 20 DQM assessments in one calendar year. This currently results in 7,700 assessments per year, with a minimum of 500 assessments per four-weekly period. The decision on the data sample will be reviewed on an annual basis and agreed at the annual supplier meeting. TfL reserves the right to increase or decrease the PVR percentage in line with TfL requirements throughout the duration of the contract. The cost per assessment will not be affected by changes to the PVR.

Volumes of assessments per year are indicative and will not be guaranteed.

A list of all bus routes currently within the scope of DQM is included in Volume 2 - Appendix 4, stating the number of vehicles on the route (the Peak Vehicle Requirement, or PVR), the garage from which the route currently operates, the operator who currently runs the route and the geographical area (NE, NW, SE or SW) in which the garage is based.

TfL will email the Service Provider's nominated personnel a list of the forthcoming changes to the bus network that affect either the number of assessments required or the reporting of those assessments (or notify of no changes). This will be provided on a monthly basis at a minimum. Such changes include the introduction or withdrawal of routes, changes to the PVR and/or a change of garage or operator. From these updates, the Service Provider will be expected to maintain the list supplied by TfL and update the information held within the data management system as necessary.

The 541 routes currently in the scope of DQM are split as follows:

- a) For the 175 routes with a PVR of 17 or more, assessments must be carried out in each quarter.
- b) For the 328 routes with a PVR of 5 to 16, assessments must be carried out in each half of the year.
- c) For the 38 routes with a PVR of 1 to 4, there is no prescribed pattern to the assessments.

For those routes whose assessments are carried out quarterly or half yearly (a and b), the assessment(s) must not be back-to-back (for example at the end of June and beginning of July). There must be a minimum four-week break.

Groups of assessments should be of approximately equal size e.g. for a route with a PVR of 20 (a) the split should be approximately 4 groups of 5.

School routes (typically 600-series, with the exception of Express route 607) are excluded from the scope of DQM.

The Service Provider will be required to submit a monthly report to TfL to demonstrate that they are meeting the requirements for the number of assessments per route.

No more than 50% of the assessments from one assessor in one year will be on routes from garages based in one area (NE, NW, SE, SW). Please note that the list of routes in Volume 2 - Appendix 4 states the garage from which the route is currently operated and the approximate area of London where it operates.

If the Service Provider is unable to meet the assessment quota during any period of the Contract, it should notify TfL's Contract Manager (as stated at paragraph 8 of Schedule 1 of the Contract) immediately.

4.4. Assessments Specifically Requested by TfL

TfL may request additional assessments on a particular service or services (for example, rail replacement work). The cost per assessment for these additional assessments will be the same as the costs agreed in Schedule 4 of the Contract.

5. TECHNOLOGY, RECORDING AND REPORTING

5.1. TECHNOLOGY

The assessment must be capable of being conducted on a web based or mobile application, this can utilise off the shelf products or software which the Service Provider has the ability to customise.

The web based or mobile application should, at a minimum, allow the assessor to complete the DQM assessment online or via an electronic form that is sent to the data management system upon completion. This is deemed the Minimum Value Proposition (MVP). Costs for the web based or mobile application must include the initial development cost and any operational and maintenance costs.

The web based or mobile application should allow for remote upload of assessment report to the data management system upon completion of the assessment.

The web based or mobile application is to be accessible and user friendly and where possible comply with the [WCAG 2.1](#) standards in order to achieve a AA rating.

The Service Provider must allow time for TfL to test and approve the design and functionality of the web based or mobile application before the commencement of live DQM assessments and the incumbent Service Provider exits.

The final design of the DQM form on the web based or mobile application is to be signed off by TfL prior to service commencement.

TfL is open to additional functionality that will improve the process(es) for all stakeholders. The Service Provider can raise these improvements at meetings held with TfL over the course of the Contract.

The Service Provider should ensure suitable resilience and Disaster Recovery (DR) mechanisms and processes are in place to provide a high level of availability (target 95%) and to ensure continuity of service.

Handheld devices – Assessors will board in service buses with portable devices provided by the Service Provider. The portable devices must have access to the web based or mobile application when conducting the assessment. A sufficient number of devices must be provided to cater for the number of assessors on shift at any time. TfL strongly encourage the use of existing, reused or refurbished devices for this service in line with circular procurement principles. Irrespective of the source of portable devices, it is the responsibility of the Service Provider to ensure that their Information Security

obligations are met, whether through electronic means and/or through policies and procedures.

5.2. **RECORDING**

5.2.1. Recording of Assessments

The assessor shall provide a mark of Box 1, 2, 3 or 4 for each of the 23 categories listed on the DQM form.

Assessors will be required to write a short commentary of the assessment, explaining any individual categories where the score is in Boxes 2, 3 or 4.

The length of the commentary will vary according to the number of categories with faults, but on average around 60-70 words per commentary is sufficient.

Examples of suitable commentaries can be discussed with the Service Provider. If all the individual categories score Box 1, a shorter commentary is still required highlighting the particular strengths of that assessment.

The assessment shall also record other factors such as vehicle type and weather conditions, as shown in the sample form in Volume 2 - Appendix 1.

The assessment collection application shall provide validation rules to ensure the assessment has been completed prior to allowing the submission of an assessment form. These validation rules shall include checking that all mandatory fields have been completed, and a minimum of 100 characters where only Box 1 responses have been recorded and 200 characters where a box 2, 3, or 4 response has been recorded.

The assessment collection application should include grammar and spell check functions to aid the assessor in compiling their report accurately as per s6.3. prior to submission.

5.3. **REPORTING**

5.3.1. DQM Data Management System & Website

The Service Provider will design, produce and host a data management system with a website to provide an interface for bus operators and TfL.

All data stored within the system must comply with Open Standards: <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>

Data shall be backed up at a minimum of every 24 hours and stored securely at separate location to the primary data location. The Service Provider must allow time for TfL to test and approve the design and functionality of the website before the commencement of live DQM assessments and the incumbent Service Provider exits.

The website shall only reveal the results of individual assessments, or data compiled from a group of assessments to TfL and the relevant operator. The Service Provider will provide different levels of access for TfL and bus operator staff. TfL will supply a list of email addresses for this purpose to the Service Provider at the inception meeting.

The data shall be suitably stored and identified to enable data analysis to be carried out. These will include such fields as;

- Bus Operating Company
- Route
- Originating Garage, and
- Assessor Identification (ID) Number

The website / data management system must enable the bus operators, as a minimum, to:

- Receive automatic notification by email of new assessments for the drivers for the relevant bus operator (see 5.1.4).
- View a list of DQM assessments carried out on the routes specific to that operator within a specified period of time. This should allow assessments to be sorted by date, garage, mark and score. This should also allow the bus operator to easily view, download and print the details of each individual assessment on a single side of A4.
- Export a list of DQM assessments within any given date range to an MS Excel spreadsheet, with one row per assessment.
- View and download network-wide reports including garage and bus operator “league tables” for the most recent full quarter and view a graph of the network performance for the most recent month.
- Contact the Service Provider by web form to both raise a query on an assessment or to request service support.

For TfL, as well as the above, the website must provide the capability to:

- Alert TfL within 24 hours to an assessment which has been given a Box 4 (see 5.1.5).

- Export the list of DQM assessments to an MS Excel spreadsheet in any given date range, which will include all information available to the Service Provider, including the assessment ID number and the time when the assessment started and ended.

To ensure the data management system is accurate, the Service Provider will be required to maintain up to date DQM reference information, including route / garage / operator information in line with s4.3.

5.3.2. **DQM Website - updates**

The website will be updated daily, to include the previous day's assessments. The Service Provider is required to have quality control processes in place to allow assessment to be made available to TfL and the relevant bus operators within 24 hours.

5.3.3. **Automated Alerts to the Bus Operators**

The system will email the bus operator directly to notify that an assessment has taken place. The email will state the route, the garage, the date, the overall mark and the score¹ (see s4 and Appendix 3). TfL will supply a list of email addresses for this purpose to the Service Provider at the inception meeting.

5.3.4. **Responding to Box 4s**

For assessments with an overall grade of Box 4, the Service Provider will be required to alert the bus operator or garage directly by phone as promptly as practicable (instantly, if possible) to allow the bus operator to take appropriate action. In 2019 there were 56 Assessments with an overall grade of Box 4, around 0.7% of the total number of Assessments.

TfL maintains 24-hour operational support for the bus network via the Network Management Control Centre (NMCC). If an Assessor witnesses driving which demonstrates an **immediate and significant safety concern**, the Assessor should phone NMCC after phoning the bus

¹ In addition to the overall *grade*, which is equal to the worst of the 23 DQM categories, the Assessment is given an overall *score*. For each of the individual scores, a Box 1=0, a Box 2=2, a Box 3=20 and a Box 4=50. The overall score is the sum of these 23 individual scores. For example, an Assessment with 22 individual Box 1s and 1 Box 3 would score (22 x 0) + (1 x 20) = 20.

operator. Such cases will result in an overall grade of Box 4, but not all Box 4s will necessarily warrant a call to NMCC.

For all Assessments with an overall grade of Box 4, the Service Provider must alert TfL by email within twenty-four hours of the Assessment being carried out. Full contact details will be given to the Service Provider.

5.3.5. Data Retention

The Service Provider must retain 13 periods (12 months) of historical data in the live data management system.

An additional 2 years of data can be stored in the live system or archived but must be accessible by the Service Provider if required by the Authority.

5.3.6. Handover

TfL must have the ability to access data captured and stored by the web reporting/data management system going forward after the expiry of the Contract. The Service Provider must reflect this in their Charges contained in Schedule 4 of the Contract and acknowledge that TfL, bus operating companies and a Service Provider of TfL's choice will have the relevant usage rights and licences to use the system after Contract expiry or to otherwise have access to the data via an agreed method.

The Service Provider will be required to support any exit from the Contract, including supporting the migration of Data and/or non-proprietary solution environments and licences.

5.3.7. Information Security and Cyber Security

Both the Data collection solution and Data Store/reporting solution must adhere to the General Data Protection Regulations (GDPR), with the Service Provider taking the role of Data Controller for the Term of the Contract.

Data collected and stored within the solution must be segregated and secured to ensure access is only granted to authorised users, and that those users can only see the data to which they are entitled to access.

The Service Provider must ensure that the solution is adequately protected from unauthorised access and Cyber Security threats, following the Cyber Security principles of the National Cyber Security Centre (NCSC) guidelines.

5.3.8. Service Management

Specified TfL users will be granted administrative rights to the solution to monitor performance and to create and administer users of the Data Store.

Any and all licences used in the solution shall be captured in a Configuration Management Database (CMDB) along with other agreed assets, this CMDB is to be provided to TfL on an annual basis and on exit of the Contract.

The Service Provider shall maintain the solution end-to-end for the duration of the Contract. This maintenance shall ensure the solution is maintained on a current Operating System (O/S) and is performing to the agreed performance levels as detailed in section 10.

The solution shall maintain an Audit file of all access and changes made to the solution.

Scheduled maintenance of the system is to be agreed with TfL at least 4 weeks in advance. Wherever possible such scheduled maintenance shall be carried out outside of normal UK office hours. Note, TfL considers normal UK office hours to be between 8am and 6pm.

6. PERSONNEL REQUIREMENTS

6.1. The Qualifications and Training of the DQM Team

The Service Provider will provide assessors capable of delivering DQM assessments. The DQM team assigned to deliver the Services should include an Account Manager, Lead Assessor and Technology Lead.

The Service Provider should ensure staff have the appropriate skills, knowledge, experience and qualifications for their role. In addition, the Service Provider should ensure staff have appropriate knowledge of the buses operating environment and challenges faced by drivers.

TfL will require the successful Service Provider to develop staff knowledge of the bus operators and TfL context by ensuring they have appropriate training relevant to their role. Assessors must be fully upskilled to perform their role in an objective and consistent manner and the Service Provider should establish appropriate training in order to achieve this.

Mandatory Health and Safety and Equality, Diversity and Inclusion training should be provided for all staff and contractors.

A suitably qualified Data Protection Officer (DPO) must be assigned to the Service for the duration of the Contract.

6.2. The Qualifications and Training of the DQM Assessors

All Assessors must possess a valid Passenger Carrying Vehicle (PCV) licence and (for the avoidance of doubt) Driver Certificate of Professional Competence (CPC) Card, as appropriate.

The Service Provider must ensure they have the required number of assessors to fulfil the contract requirements at all times. Assessors (staff and contractors) must receive the training detailed in 6.1 at a minimum.

The DQM Assessors must be able to make a qualified, impartial and consistent judgement of the standard of driving. Consistency is a critical part of DQM Assessments.

The Service Provider must devise and carry out initial assessor training. DQM Assessors must undergo initial training, prior to the commencement of any DQM assessments, to ensure a consistent scoring and commentary approach is used.

DQM Assessors shall mark the standards of driving against criteria based on the standards required for the PCV test (see Volume 2 - Appendices 2 and 3).

It should be noted that the DQM Assessments are carried out under normal driving conditions and not test conditions.

6.3. Quality Control of the Assessors and Assessments

All assessors must assess to a similar standard. The Service Provider must devise a quality-control procedure which monitors the following areas:

- Shifts booked and completed.
- Assessors' grades by individual DQM category (e.g use of mirrors) as well as overall grade.
- Duration of assessment by assessor.
- Amount of text in the comments section by assessor.
- Ensuring that the text in the comments section matches the scores for each category when the score is not Box 1. If any fault is shown in the scores, this must be reflected in the text.
- Checks for spelling and basic grammar errors.
- Any other relevant measurable standard of service.

A benchmark must be established against which these areas can be measured to ensure consistency when monitoring TfL's services.

From time to time, TfL may carry-out checks on the service provided. The Service Provider shall be required to provide all relevant data upon TfL's request for such checks to be carried out.

If, during quality control procedures, an assessor is deemed not to meet the assessment standard required, the assessor will be required to undergo additional training and/or at TfL's discretion the Service Provider may be required to employ a replacement assessor to carry out the Services.

6.4. Monitoring the Network and Trend Analysis

Each assessment receives a mark and a score. Volume 2 - Appendix 3 explains the difference between the two, and the way in which they are derived. The network score is the average of the scores for those assessments over a specified period of time. For internal monitoring purposes, the Service Provider will check the network score on a weekly basis and email the score to TfL. For reporting purposes, the network score is reported within TfL and to bus operators on a four-weekly basis.

The Service Provider is expected to analyse untypical changes to the network score and explain to TfL the cause for the change. With a network score of

around 6 points, an untypical change is defined as more than one point better or worse from one period to the next.

7. MEETINGS & ENGAGEMENT

The Service Provider will be required to attend regular meetings with TfL. An inception meeting/s will be held following contract award. As a minimum, the Account Manager, Lead Assessor and Technology Lead should attend the inception meeting/s. TfL and the Service Provider will hold quarterly review meetings throughout the duration of the Contract.

The decision on the assessment data sample will be reviewed on an annual basis and agreed at the annual supplier meeting.

The Service Provider may also be required to attend ad hoc liaison meetings with TfL and bus operators. Normally, these meetings would not exceed three or four per year.

The Service Provider may also be required to participate in joint training sessions with the bus operators. Normally, such sessions would not exceed two or three days per year.

7.1. If bus operators query an assessment

The Service Provider is required to email the Contract Manager at TfL as soon as a query is received, before providing a response to the bus operator.

TfL and/or the bus operator may request a fact-finding investigation where CCTV evidence or oral testimony of the driver concerned contradicts an assessment.

If an operator appeals an assessment, the Service Provider may be required to attend the relevant depot/garage to corroborate the assessor's findings. If the investigation finds in favour of the driver the assessment must be amended to reflect the findings.

Any TfL approved investigation must be undertaken within 48 hours of receipt of the appeal.

8. HEALTH AND SAFETY

The Service Provider will fully comply with all relevant Health, Safety and Environmental legislation, ensuring that risks to workers and others are reduced as far as reasonably practicable throughout all activities undertaken in relation to the contract.

9. SERVICE LEVEL AGREEMENTS (SLAs)/KEY PERFORMANCE INDICATORS (KPIs)

SLAs/KPIs will be based on the list in the below table and will be reviewed, amended and agreed with the Service Provider at the inception meeting.

Performance Management

The Service Provider will ensure that the Services are performed so as to meet or exceed all agreed SLAs/KPIs. If, at any time the Service Provider is in default of meeting a KPI or becomes aware that a default is likely to occur, the Service Provider shall, at no additional cost to the Authority take all remedial action that is necessary to remedy the relevant default as soon as reasonably practicable and to prevent the default in question from recurring.

Remedial action will include writing to notify the Authority of the nature and extent of the default, the impact of the default, the root cause of the default and the Service Provider's proposed rectification plan. The Service Provider will work collaboratively with the Authority's Contract Manager to resolve the default.

KPI Outcome	KPI Measure	How Measured / Reported	Reporting Frequency
Full quota of DQM assessments carried out in accordance with Volume 2 - Appendix 3.	Assessments per route per quarter / half-year / year	A report from the Service Provider to TfL.	Per month
Fast delivery of DQM assessments to bus operators and TfL	Emails sent to a pre-determined group within each operator to alert them to new assessments	Self-reporting	Daily
	For a Box 4, TfL and the bus operator alerted (who and by what means will be discussed with the Service Provider)	Self-reporting	Daily
	The website updated with the previous day's assessments, to show assessments carried out within the last 24 hours	Self-reporting	Daily
Ensuring the integrity of DQM	Alert TfL within 24 hours of receipt of a challenge to a DQM assessment	Self-reporting	
	Alert TfL within 24 hours of any changes to assessment data already reported.	Self-reporting	
Ensuring the stability and consistency of DQM	Network average score	Emailed to TfL	Weekly
	Change in the network average score greater than 1 point identified and investigated	Discussed with TfL	Ad hoc
Quality Control (1 of 3) Assessments written in a consistent style	Assessments checked to ensure the text matches the Box scores and for spelling / grammar errors	Self-reporting	Daily

Quality Control (2 of 3) Assessors mark to the same standard as each other	The assessors monitored for deviation from the overall average score and the average score for each of the 23 DQM categories.	Self-reporting	Weekly
Quality Control (3 of 3) Assessments are of the correct duration and the assessments are written to the same, high standard	The assessors monitored for the duration of their assessments and the quality of their comments	Self-reporting	Weekly
Engagement with TfL	Review meetings	Discussed with TfL	Quarterly
Engagement with bus operators	Meetings with all operators together	Discussed with TfL	One or two per year
	Meetings with individual operators	Discussed with TfL	Three or four per year
System Availability	The system to be maintained to ensure availability of 95%	Automated report to TfL, measures to be agreed	Per period
Recovery Objective Time	The time taken to restore services following a system failure shall be 24 hours or less	Automated report to TfL, measures to be agreed	Per period
Recovery Objective Point	Following a system failure, the system shall be restored from back ups to a period no more than 48 hours previous to failure	Automated report to TfL, measures to be agreed	Per period

10. PROJECT PLAN/TIMESCALES

The planned milestones for the project are:

Contract Award (Contract finalisation/signing)	18 February 2022
Mobilisation	5 weeks
Service Commencement	25 March 2022

DQM Assessment number	<input type="text"/>	Assessor id	<input type="text"/>	score 1, 2, 3 or 4 Overall grade	<input type="text"/>
Date	<input type="text"/>	Time assessment started	<input type="text"/>	comment (around 70 words)	
Route number	<input type="text"/>	Time assessment ended	<input type="text"/>		
Operator	<input type="text"/>	Location assessment started	<input type="text"/>		
Garage	<input type="text"/>	Destination of bus	<input type="text"/>		
Registration number	<input type="text"/>	Origin of bus	<input type="text"/>		
Fleet number, eg PVL 24	<input type="text"/>	Weather	<input type="text"/>		
Running number, eg SW123	<input type="text"/>	Gender of driver? M or F	<input type="text"/>		
Vehicle type	<input type="text"/>	Company uniform worn? Y or N	<input type="text"/>		

<u>Passenger Consideration</u> score 1, 2, 3 or 4		<u>Other safety</u> Write yes or no ("yes" indicates a fault)		<u>Driving ability</u> Score 1, 2, 3 or 4	
Moving off - smoothly	<input type="checkbox"/>	Mobile phone used in motion	<input type="checkbox"/>	Move off - safely	<input type="checkbox"/>
Door operation	<input type="checkbox"/>	Talking to person whilst driving	<input type="checkbox"/>	Move off - control	<input type="checkbox"/>
Moving off - timing	<input type="checkbox"/>	Radio playing in cab	<input type="checkbox"/>	Use of all mirrors	<input type="checkbox"/>
Stopping - smoothly	<input type="checkbox"/>	Smoking whilst in motion	<input type="checkbox"/>	Give signals	<input type="checkbox"/>
Stopping - position	<input type="checkbox"/>	Reading whilst in motion	<input type="checkbox"/>	Reaction to signals	<input type="checkbox"/>
Comfort - cornering	<input type="checkbox"/>	Handling cash in motion	<input type="checkbox"/>	Stopping safely	<input type="checkbox"/>
Comfort - acceleration	<input type="checkbox"/>	Eating / drinking	<input type="checkbox"/>	Lane discipline	<input type="checkbox"/>
Comfort - braking	<input type="checkbox"/>	Parking brake not applied at stop	<input type="checkbox"/>	Road position	<input type="checkbox"/>
Customer service	<input type="checkbox"/>	Headphones / earphones worn	<input type="checkbox"/>	Junctions/roundabouts	<input type="checkbox"/>
Other safety related issues	<input type="checkbox"/>	Driving one-handed	<input type="checkbox"/>	Keep distance	<input type="checkbox"/>
(based on <u>Other Safety</u>)	<input type="checkbox"/>	Insufficient use of internal mirrors	<input type="checkbox"/>	Adequate clearance	<input type="checkbox"/>
		Not paying heed to Advanced Stop Lines.	<input type="checkbox"/>	Appropriate speed	<input type="checkbox"/>
		Not acting appropriately in response to on-board alerts and warnings	<input type="checkbox"/>	Anticipation	<input type="checkbox"/>

0.1 **Appendix 2 - Aspects of Driving to be Assessed**

Passenger Consideration

- 1 Moving off - smoothly
- 2 Door Operation
- 3 Moving off - timing
- 4 Stopping - smoothly
- 5 Stopping - position
- 6 Comfort - cornering
- 7 Comfort - acceleration
- 8 Comfort - braking
- 9 Customer service
- 10 Other safety related issues (see items I to XIII below)

Driving Ability

- 11 Move off - safely
- 12 Move off - control
- 13 Use of all mirrors
- 14 Give signals
- 15 Reaction to signal (inc. traffic signals)
- 16 Stopping safely
- 17 Lane discipline
- 18 Road positioning
- 19 Junctions/roundabouts
- 20 Keep distance
- 21 Adequate clearance
- 22 Use of speed
- 23 Anticipation

Other Safety

- I Mobile phone or any other electronic device used in motion
 - II Talking to person whilst driving
 - III Radio playing in cab
 - IV Smoking (inc. electronic cigarettes) in vehicle
 - V Reading whilst delivering the service
 - VI Handling cash whilst in motion
 - VII Eating / drinking in motion
 - VIII Parking or halt brake not applied at bus stop
 - IX Headphone/earphones worn
 - X Driving one-handed
 - XI Insufficient use of internal mirrors
 - XII Not paying heed to Advanced Stop Lines.
 - XIII Not acting appropriately in response to on-board alerts and warnings
-
- A Safety Other
 - B Company Uniform Worn
 - C Overall Grade
 - D Comments

Appendix 3 - Definitions of the 23 categories assessed

Definitions of Box 1-4

The four-box marking system used for DQM is as follows:

Box 1	Fully acceptable
Box 2	Acceptable with minor faults
Box 3	Unacceptable with serious faults
Box 4	Unacceptable with dangerous faults

The assessor gives a mark of Box 1, 2, 3 or 4 for each of the 23 categories listed on the DQM form.

Each assessment has an **Overall Mark** and an **Overall Score**.

The **Overall Mark** is the worst Box mark from the 23 categories.

For example, if a report shows Box 4 for Use of Speed and Box 1 for all other categories, the Overall Mark is Box 4.

Note if the worst mark is Box 3, then the report will say either Box 3A or Box 3B. Box 3A is for a single, isolated serious fault. Box 3B is for a repeated serious fault in one category, or serious faults in two or more categories.

The **Overall Score** converts the Box marks for the 23 categories into points, as follows:

Box 1= 0 points Box 2= 2 points Box 3= 20 points Box 4= 50 points

The overall score is the sum of the points for the 23 categories. So if a report shows Box 4 for Use of Speed and Box 1 for all other categories, the Overall Score is 50 points. If a report shows Box 4 for Use of Speed, Box 3 for Anticipation and Box 1 for all other categories, the Overall Score is 70 points.

The 23 categories divide into **Passenger Consideration** and **Driving Ability**.

The definitions for each category are shown on the following pages:

Passenger Consideration	
Moving off – Smoothly	
Box 1	The driver moves off smoothly throughout the assessment.
Box 2	The driver occasionally moves off in a manner which causes minor discomfort to passengers.

Box 3	The driver habitually moves off in a manner which causes discomfort to passengers, or on any occasion moves off in a manner which causes serious discomfort to passengers.
Box 4	The driver moves off in a manner which causes harm to one or more passengers.
Door Operation	
Box 1	The driver operates the doors correctly throughout the assessment.
Box 2	The driver occasionally moves off with the doors closing, or stops with them beginning to open, but the passengers are well clear
Box 3	The driver habitually moves off with the doors closing or opens them before stopping, or on any occasion moves off with the doors open.
Box 4	The driver moves off with the doors open or stops with them open and passengers are close-by, in the bus or on the footpath.
Moving off – Timing	
Box 1	The driver allows time for the passengers to get to their seats, or secure themselves, throughout the assessment.
Box 2	The driver occasionally moves off too soon for the passengers to get to their seats or secure themselves.
Box 3	The driver habitually moves off too soon for the passengers to get to their seats or secure themselves or on any occasion moves off and causes serious discomfort to passengers.
Box 4	The driver moves off without due regard for safety and puts passengers in danger.
Stopping – Smoothly	
Box 1	The driver stops smoothly on approach to bus stops throughout the assessment.
Box 2	The driver occasionally stops harshly on the approach to bus stops in a manner which causes minor discomfort to passengers
Box 3	The driver habitually stops harshly on the approach to bus stops, or on any occasion stops in a manner which causes serious discomfort to passengers
Box 4	The driver stops harshly on the approach to bus stops and puts passengers in danger.
Stopping – Position	
Box 1	The driver stops in a manner which meets the needs of all boarding and alighting passengers, throughout the assessment. Where possible, the bus stops parallel

	to the kerb, close to the kerb, and near the stop. The driver kneels the bus when necessary, and ensures all intending passengers have boarded.
Box 2	The driver occasionally stops in a manner which fails to meet the criteria for a Box 1, and the fault is assessed as minor.
Box 3	The driver habitually stops in a manner which does not meet the needs of all boarding and alighting passengers, or on any occasion stops in a place which causes unacceptable and unnecessary inconvenience to passengers.
Box 4	The driver stops in a place which puts passengers in danger.
Comfort – Cornering	
Box 1	The driver corners smoothly throughout the assessment.
Box 2	The driver occasionally corners too fast, causing minor discomfort to passengers.
Box 3	The driver habitually corners too fast, or on any occasion corners so fast that it causes serious discomfort to passengers
Box 4	The driver corners in a manner which puts passengers in danger.
Comfort – Acceleration	
Box 1	The driver accelerates smoothly throughout the assessment.
Box 2	The driver occasionally accelerates inappropriately, causing minor discomfort to passengers.
Box 3	The driver habitually accelerates inappropriately, or on any occasion causing serious discomfort to passengers.
Box 4	The driver accelerates in a manner which puts passengers in danger.
Comfort – Braking	
Box 1	The driver brakes smoothly throughout the assessment.
Box 2	The driver occasionally brakes too harshly and causes minor discomfort to passengers
Box 3	The driver habitually brakes too harshly, or on any occasion brakes in a manner which causes serious discomfort to passengers.
Box 4	The driver brakes in a manner which puts passengers in danger.
Customer Service	
Box 1	The driver engages with boarding passengers and deals with enquiries in a polite and helpful manner. This includes use of the PA system and pre-recorded announcements when appropriate.

Box 2	The driver engages with boarding passengers and deals with enquiries in a basic but still acceptable manner.
Box 3	The driver is impolite or unhelpful, showing a serious disregard to passenger expectations or to the expectations of other road users.
Box 4	The driver is abusive to passengers or other road users.
Other Safety Issues	
	<p>This box is to be used when safety is affected but none of the other categories is relevant, particularly the items listed below. The fault should be marked in accordance with Box 1 Fully acceptable, Box 2 Acceptable with minor faults, Box 3 Unacceptable with serious faults, Box 4 Unacceptable with dangerous faults.</p> <p>Use of a hand-held mobile phone or other hand-held device when in motion should be recorded as a Box 4. However, unless the risk is urgent, the assessor should complete the assessment before contacting the DQM Office.</p> <p>Mobile phone or any other electronic device used in motion (including texting or accessing the internet). Talking to person whilst driving. Playing radio in cab. Smoking (including electronic cigarettes) in vehicle. Reading whilst delivering the service. Handling cash whilst in motion (pending the changeover to cashless buses) Eating or drinking whilst in motion. Parking or halt brake not applied at bus stop or other appropriate place. Headphones or earphones worn. Persistently driving one-handed. Insufficient use of Internal mirrors.</p> <p>Not paying heed to Advanced Stop Lines.</p> <p>Not acting appropriately in response to on-board alerts and warnings.</p>
Driving Ability	
Moving off – Safely	
Box 1	The driver moves off safely throughout the assessment by taking effective observation.
Box 2	The driver occasionally moves off without taking effective observations and does not affect other road users.
Box 3	The driver habitually moves off without taking effective observations or on any occasion moves off with serious disregard for other road users.

Box 4	The driver moves off and puts other road users in danger through a lack of observation.
Moving off – Control	
Box 1	The driver moves off under full control throughout the assessment.
Box 2	The driver occasionally moves off with excessive acceleration or fails to coordinate the controls.
Box 3	The driver habitually moves off with excessive acceleration or fails to coordinate the controls, or moves off with serious disregard to other road users.
Box 4	The driver moves off and puts other road users in danger through a lack of control.
Use of mirrors	
Box 1	The driver uses the Mirror, Signal, Manoeuvre (MSM) routine throughout the assessment.
Box 2	The driver occasionally omits to follow the MSM routine and other road users are not affected
Box 3	The driver habitually omits the MSM routine, or at anytime by its omission the driver shows serious disregard for other road users.
Box 4	The driver omits to follow the MSM routine and puts other road users in danger.
Giving Signals	
Box 1	The driver gives the appropriate signals at the right time throughout the assessment.
Box 2	The driver occasionally omits to give the appropriate signals and the fault is minor.
Box 3	The driver habitually omits to give the appropriate signals, or shows serious disregard for other road users by not giving the appropriate signals.
Box 4	The driver omits to give the appropriate signals and puts other road users in danger
Reaction To Signals (Including Traffic Signals)	
Box 1	The driver reacts to signals (including signals by authorised persons and traffic lights) correctly throughout the assessment.
Box 2	The driver occasionally does not react appropriately to signals and the fault is assessed as minor.

Box 3	The driver habitually does not react appropriately to signals, or on any occasion reacts in a manner which is assessed as serious. This includes driving through an amber signal.
Box 4	The driver does not react appropriately to signals and puts passengers or other road users in danger. This includes driving through a red signal.
Lane Discipline	
Box 1	The driver positions correctly in lanes throughout the assessment.
Box 2	The driver occasionally positions incorrectly in lanes and the fault is assessed as minor.
Box 3	The driver habitually positions incorrectly in lanes, or on any occasion positions incorrectly in lanes in a manner which is assessed as serious
Box 4	The driver positions incorrectly in lanes and puts passengers and other road users in danger.
Stopping Safely	
Box 1	The driver controls the braking and selects a safe position on the road when stopping throughout the assessment.
Box 2	The driver occasionally lacks braking control or does not select a safe position on the road when stopping, and the fault is assessed as minor
Box 3	The driver habitually lacks braking control, or on any occasion lacks braking control, or does not select an acceptable position, and the fault is assessed as serious.
Box 4	The driver lacks braking control or does not select a safe position and puts passengers or other road users in danger.
Road Positioning	
Box 1	The driver keeps to the left where possible and avoids weaving in and out throughout the assessment.
Box 2	The driver occasionally positions incorrectly and the fault is assessed as minor.
Box 3	The driver habitually positions incorrectly, or on any occasion positions in a manner which is assessed as serious.
Box 4	The driver puts others in danger by incorrect positioning.
Roundabouts / Junctions	
Box 1	The driver drives through junctions and roundabouts appropriately throughout the assessment.

Box 2	The driver occasionally fails to drive through junctions and roundabouts appropriately and the fault is assessed as minor.
Box 3	The driver habitually fails to drive through junctions and roundabouts appropriately, or on any occasion drivers through junctions or roundabouts with serious disregard for other road users.
Box 4	The driver puts others in danger at a junction or roundabout.
Keep Distance	
Box 1	The driver keeps a safe distance between their vehicle and the vehicle or cyclist in front throughout the assessment.
Box 2	The driver occasionally gets too close to the vehicle or cyclist in front and the fault is assessed as minor.
Box 3	The driver habitually gets too close to the vehicle or cyclist in front, or on any occasion gets unacceptably close to the vehicle or cyclist in front in a manner assessed as serious.
Box 4	The driver gets too close to the vehicle or cyclist in front, and puts passengers and other road users in danger.
Adequate Clearance	
Box 1	The driver keeps the appropriate gap between themselves, cyclists and stationary vehicles throughout the assessment.
Box 2	The driver occasionally drives close to cyclists or stationary vehicles and the fault is assessed as minor.
Box 3	The driver habitually drives too close to cyclists or stationary vehicles, or on any occasion gets unacceptably close to cyclists or stationary vehicles and the fault is assessed as serious.
Box 4	The driver does not keep the appropriate gap between themselves and cyclists or stationary vehicles and puts others in danger.
Use of speed	
Box 1	The driver drives at the appropriate speed for the road, traffic and weather conditions throughout the assessment.
Box 2	The driver occasionally drives at an inappropriate speed and the fault is assessed as minor
Box 3	The driver habitually drives at an inappropriate speed, or on any occasion drives at an unacceptable speed and the fault is assessed as serious

Box 4	The driver drives at an inappropriate speed and puts passengers and other road users in danger.
Anticipation	
Box 1	The driver anticipates cyclists and other road users throughout the assessment.
Box 2	The driver occasionally lacks anticipation of cyclists and other road users, and the fault is assessed as minor
Box 3	The driver habitually lacks anticipation of cyclists and other road users, or on any occasion acts with an unacceptable lack of anticipation and the fault is assessed as serious
Box 4	The driver lacks anticipation and puts passengers, cyclists or other road users in danger.

Route	PVR May 2021	To Be Assessed (based on March 2020 PVR)	Area	Route description
1	15	In Four Quarters	SE	Tottenham Court Road Station, Earnshaw Street - Canada Water Station
2	23	In Four Quarters	SE	Marylebone Station - Norwood Bus Garage
3	18	In Four Quarters	SE	Whitehall, Horse Guards - Crystal Palace
4	17	In Four Quarters	NE	Archway Station - Blackfriars Station
5	30	In Four Quarters	NE	Romford Market - Canning Town Station
6	23	In Four Quarters	NW	Willesden Bus Garage - Aldwych
7	18	In Four Quarters	NW	East Acton, Telford Way - Oxford Circus
8	28	In Four Quarters	NE	Bow - Tottenham Court Road
9	16	In Four Quarters	NW	Aldwych - Hammersmith Bus Station
11	21	In Four Quarters	NW	Fulham Broadway - Liverpool Street Station, Worship Street
12	24	In Four Quarters	SE	Oxford Circus - Dulwich, Library
13	31	In Four Quarters	NW	North Finchley - Victoria Station
14	26	In Four Quarters	NW	Putney Heath, Green Man - Russell Square
15	23	In Four Quarters	NE	Blackwall Station - Trafalgar Square, Northumberland Avenue, South Side
16	18	In Four Quarters	NW	Cricklewood Bus Garage - Victoria Station
17	17	In Four Quarters	NE	Archway Station - London Bridge Station
18	35	In Four Quarters	NW	Sudbury & Harrow Road Station - Euston Station
19	26	In Four Quarters	NE	Finsbury Park Station - Battersea Bridge
20	10	In Four Quarters	NE	Walthamstow Central Station - Debden Station
21	27	In Four Quarters	SE	Lewisham, Lewisham Centre - Newington Green
22	22	In Four Quarters	NW	Putney Common - Oxford Circus
23	24	In Four Quarters	NW	Westbourne Park Station - Hammersmith Bus Station
24	16	In Four Quarters	NW	Pimlico, Grosvenor Road - Hampstead Heath, South End Green
25	31	In Four Quarters	NE	Ilford High Road, Hainault Street - Holborn Circus
26	21	In Four Quarters	NE	Hackney Wick, Eastway - Waterloo Station
27	22	In Four Quarters	NW	Hammersmith, Glenthorne Road - Chalk Farm, Morrisons
28	18	In Four Quarters	NW	Kensal Rise, Station Terrace - Wandsworth, Southside Shopping Centre
29	36	In Four Quarters	NE	Wood Green Station - Trafalgar Square
30	23	In Four Quarters	NE	Marble Arch - Hackney Wick, Chapman Road
31	15	In Four Quarters	NW	Camden Town, Bayham Street - White City Bus Station
32	18	In Four Quarters	NW	Edgware Station - Kilburn Park Station
33	20	In Four Quarters	SW	Fulwell, Stanley Road - Lonsdale Road
34	22	In Four Quarters	NE	Barnet High Street, Barnet Church - Walthamstow Central Station
35	28	In Four Quarters	SE	Clapham Junction, Grant Road - Shoreditch High Street
36	39	In Four Quarters	SE	Queens Park Station - New Cross Bus Garage
37	19	In Four Quarters	SE	Putney Heath, Green Man - Peckham Bus Station
38	55	In Four Quarters	NE	Clapton, Kenninghall Road Roundabout - Victoria Bus Station
39	14	In Four Quarters	SW	Putney Bridge Station - Clapham Junction, Grant Road
40	19	In Four Quarters	SE	Dulwich, Library - Clerkenwell Green
41	19	In Four Quarters	NE	Archway Station - Tottenham Hale Station
42	13	In Four Quarters	SE	East Dulwich, Sainsburys - Liverpool Street Station, Worship Street
43	32	In Four Quarters	NE	Friern Barnet, Library - London Bridge Station
44	20	In Four Quarters	SW	Victoria Station - Tooting Station
45	13	In Four Quarters	SW	Elephant & Castle - Clapham Park
46	19	In Four Quarters	NW	Paddington Station - St Bartholomew'S Hospital
47	19	In Four Quarters	SE	Catford Bus Garage - Shoreditch High Street
49	20	In Four Quarters	SW	Clapham Junction, Bolingbroke Grove - White City Bus Station
50	15	In Four Quarters	SE	Croydon, Fairfield Halls - Stockwell Station
51	19	In Four Quarters	SE	Woolwich, Beresford Street - Orpington Station
52	18	In Four Quarters	NW	Victoria Bus Station - Willesden Bus Garage
53	29	In Four Quarters	SE	Plumstead Station - County Hall, Addington Street
54	17	In Four Quarters	SE	Elmers End Station - Woolwich, Plumstead Road
55	38	In Four Quarters	NE	Walthamstow Central Bus Station - Oxford Circus
56	22	In Four Quarters	NE	Whipps Cross Roundabout - St Bartholomew'S Hospital
57	24	In Four Quarters	SW	Kingston, Fairfield Bus Station - Streatham Hill, Atkins Road
58	15	In Four Quarters	NE	East Ham, White Horse - Walthamstow Central Station
59	24	In Four Quarters	SW	Streatham Hill, Telford Avenue - Euston Station
60	20	In Four Quarters	SE	Coulsdon, Oasis Academy - Streatham Station
61	10	In Four Quarters	SE	Chislehurst, Gordon Arms - Bromley North Station
62	16	In Four Quarters	NE	Marks Gate, Billet Road - Barking, Gascoigne Estate
63	26	In Four Quarters	SE	Honor Oak, Forest Hill Tavern - Kings Cross Station
64	21	In Four Quarters	SE	Thornton Heath Pond - New Addington, Vulcan Way
65	27	In Four Quarters	SW	Kingston, Brook Street - Ealing Broadway Station
66	15	In Four Quarters	NE	Romford Station - Leytonstone Bus Station
67	12	In Four Quarters	NE	Wood Green Station - Dalston Junction, Bus Station
68	23	In Four Quarters	SE	West Norwood Station - Euston Station
69	18	In Four Quarters	NE	Walthamstow Central Station - Canning Town Bus Station
70	19	In Four Quarters	NW	Chiswick Business Park - South Kensington Station
71	13	In Four Quarters	SW	Cressington, World of Adventures - Kingston, Cromwell Road Bus Station
72	17	In Four Quarters	SW	East Acton, Brunel Road - Hammersmith Bridge, North Side
73	33	In Four Quarters	NE	Oxford Circus, Holles Street - Stoke Newington
74	18	In Four Quarters	NW	Putney, High Street - Baker Street Station
75	15	In Four Quarters	SE	Lewisham, Thurston Road - Croydon, Fairfield Halls
76	25	In Four Quarters	NE	Tottenham Hale Station - Waterloo
77	18	In Four Quarters	SW	Waterloo, Concert Hall Approach - Tooting Station
78	16	In Four Quarters	SE	Shoreditch High Street - Nunhead, St. Mary'S Road
79	11	In Four Quarters	NW	Alperton, Sainsburys - Edgware Station
80	16	In Four Quarters	SW	Belmont - Hackbridge
81	16	In Four Quarters	NW	Slough Bus Station - Hounslow Bus Station
83	19	In Four Quarters	NW	Golders Green Station - Alperton Station
85	15	In Four Quarters	SW	Putney Bridge Station - Kingston
86	32	In Four Quarters	NE	Stratford Bus Station - Romford Station
87	22	In Four Quarters	SW	Wandsworth, Wandsworth Plain - Aldwych

88	27	In Four Quarters	SW	Parliament Hill Fields - Clapham Common, Old Town
89	17	In Four Quarters	SE	Lewisham, Thurston Road - Slade Green Station
90	16	In Four Quarters	SW	Northolt Station - Feltham, Leisure West
91	21	In Four Quarters	NE	Crouch End, Tottenham Lane - Trafalgar Square
92	18	In Four Quarters	NW	Ealing Hospital - St Raphaels, Drury Way
93	25	In Four Quarters	SW	North Cheam, Priory Road - Putney Bridge Station
94	25	In Four Quarters	NW	Acton Green - Piccadilly Circus
95	14	In Four Quarters	NW	Southall, Town Hall - Shepherds Bush Green
96	24	In Four Quarters	SE	Bluewater, Shopping Centre - Woolwich, Monk Street
97	21	In Four Quarters	NE	Chingford Station - Stratford City Bus Station
98	22	In Four Quarters	NW	Willesden Bus Garage - Holborn, Red Lion Square
99	14	In Four Quarters	SE	Woolwich, Beresford Street - Bexleyheath, Shopping Centre
100	9	In Four Quarters	NE	St. Paul's Station - Shadwell Station
101	12	In Four Quarters	NE	Wanstead Station - Gallions Reach, Shopping Park
102	26	In Four Quarters	NE	Edmonton Green Station - Brent Cross, Shopping Centre
103	14	In Four Quarters	NE	Chase Cross, Chase Cross Road - Rainham Station Interchange
104	18	In Four Quarters	NE	Stratford Bus Station - Manor Park Station, Gladding Road
105	14	In Four Quarters	NW	Greenford Station - Heathrow Airport, Central Bus Station
106	14	In Four Quarters	NE	Finsbury Park Station - Whitechapel, Cavell Street
107	11	In Four Quarters	NW	Edgware Station - New Barnet Station
108	18	In Four Quarters	SE	Stratford International Bus Station - Lewisham, Lewisham Centre
109	26	In Four Quarters	SE	Croydon, Fell Road - Brixton Station
110	14	In Two Halves	SW	Hounslow Bus Station - Hammersmith Bus Station
111	25	In Four Quarters	SW	Heathrow Airport, Central Bus Station - Kingston, Cromwell Road Bus Station
112	11	In Four Quarters	NW	Ealing Broadway, Haven Green - North Finchley Bus Station
113	28	In Four Quarters	NW	Edgware Station - Oxford Circus
114	18	In Four Quarters	NW	Mill Hill Broadway Station - Ruislip Station
115	18	In Four Quarters	NE	East Ham, White Horse - Aldgate Station
116	7	In Two Halves	NW	Ashford Hospital - Hounslow Bus Station
117	9	In Four Quarters	NW	West Middlesex Hospital - Staines Bus Station
118	13	In Four Quarters	SW	Brixton Station - Morden Station
119	14	In Four Quarters	SE	Bromley North Station - Purley Way, Colonnades
120	17	In Four Quarters	NW	Hounslow Bus Station - Northolt Station
121	21	In Four Quarters	NE	Enfield Lock, Island Village - Turnpike Lane Station
122	17	In Four Quarters	SE	Plumstead Station - Crystal Palace Bus Station
123	20	In Four Quarters	NE	Wood Green Station - Ilford High Road, Hainault Street
124	15	In Four Quarters	SE	Catford, St Dunstons College - Eltham, Southend Crescent
125	17	In Four Quarters	NE	Winchmore Hill, Station Road - Colindale Station
126	11	In Four Quarters	SE	Bromley, Ringers Road - Eltham, High Street
127	17	In Four Quarters	SE	Purley, Whytecliffe Road - Tooting Broadway
128	15	In Four Quarters	NE	Romford Station - Claybury Broadway
129	7	In Two Halves	SE	North Greenwich Station - Greenwich Cutty Sark
130	12	In Four Quarters	SE	New Addington, Vulcan Way - Thornton Heath, Parchmore Road Tesco
131	21	In Four Quarters	SW	Kingston, Fairfield Bus Station - Tooting Broadway
132	16	In Four Quarters	SE	North Greenwich Bus Station - Bexleyheath, Market Place
133	32	In Four Quarters	SW	Streatham Station - Liverpool Street Station
134	25	In Four Quarters	NW	North Finchley - University College Hospital
135	14	In Four Quarters	NE	Crossharbour, Asda - Old Street Station
136	21	In Four Quarters	SE	Grove Park Station - Elephant & Castle
137	29	In Four Quarters	SW	Streatham Hill, Telford Avenue - Marble Arch
138	3	No set pattern	SE	Bromley North Station - Coney Hall
139	23	In Four Quarters	NW	Golders Green Station - Waterloo, Waterloo Road
140	21	In Four Quarters	NW	Hayes & Harlington Station - Harrow Weald, Wealdstone Inn
141	26	In Four Quarters	NE	Palmers Green, North Circular Road - London Bridge Station
142	16	In Four Quarters	NW	Watford Junction - Brent Cross, Shopping Centre
143	14	In Four Quarters	NW	Brent Cross, Shopping Centre - Archway Station
144	16	In Four Quarters	NE	Muswell Hill Broadway - Edmonton Green Station
145	17	In Four Quarters	NE	Dagenham, Asda - Leytonstone Bus Station
146	1	No set pattern	SE	Bromley North Station - Downe, St. Mary'S Church
147	21	In Four Quarters	NE	Ilford High Road, Hainault Street - Canning Town Station
148	25	In Four Quarters	SW	Camberwell Green - White City Bus Station
149	32	In Four Quarters	NE	Edmonton Green Station - London Bridge Station
150	15	In Four Quarters	NE	Becontree Heath - Chigwell Row
151	14	In Four Quarters	SW	Wallington, Shotfield - Worcester Park Station
152	15	In Four Quarters	SW	Pollards Hill,South Lodge Avenue - New Malden, Fountain
153	11	In Four Quarters	NE	Finsbury Park Station - Liverpool Street Station
154	17	In Four Quarters	SE	West Croydon Bus Station - Morden Station
155	21	In Four Quarters	SW	Tooting, St George's Hospital - Elephant & Castle
156	16	In Four Quarters	SW	Wimbledon, Sir Cyril Black Way - Vauxhall Station
157	18	In Four Quarters	SE	Crystal Palace Bus Station - Morden Station
158	25	In Four Quarters	NE	Chingford Mount, Prince Albert - Stratford Bus Station
159	26	In Four Quarters	SW	Streatham Station - Marble Arch
160	12	In Four Quarters	SE	Catford, Thomas Lane - Sidcup Station
161	16	In Four Quarters	SE	Chislehurst, War Memorial - North Greenwich
162	11	In Four Quarters	SE	Beckenham Junction - Eltham Station
163	12	In Four Quarters	SW	Morden Station - Wimbledon Station
164	12	In Four Quarters	SW	Sutton Station - Wimbledon Station
165	12	In Four Quarters	NE	Romford Brewery - Rainham, Abbey Wood Lane
166	8	In Two Halves	SE	Epsom Hospital - West Croydon Bus Station
167	7	In Two Halves	NE	Ilford High Road - Loughton Station
168	21	In Four Quarters	NW	Hampstead Heath, South End Green - Old Kent Road, Tesco
169	14	In Four Quarters	NE	Clayhall, The Glade - Barking, London Road
170	23	In Four Quarters	SW	Roehampton, Danebury Avenue - Victoria Station
171	21	In Four Quarters	SE	Catford Bus Garage, Bromley Road - Elephant & Castle
172	15	In Four Quarters	SE	Brockley Rise, Honor Oak Park - Aldwych

173	16	In Four Quarters	NE	Beckton Bus Station - Goodmayes, King George Hospital
174	26	In Four Quarters	NE	Harold Hill, Dagnam Park Square - Dagenham, Marsh Way C E M E
175	14	In Four Quarters	NE	Hillrise Estate, North Romford - Dagenham, Ballards Road
176	23	In Four Quarters	SE	Penge, Pawleyne Arms - Tottenham Court Road Station
177	19	In Four Quarters	SE	Thamesmead, Town Centre - Peckham Bus Station
178	9	In Four Quarters	SE	Woolwich, Monk Street - Lewisham, Thurston Road
179	12	In Four Quarters	NE	Chingford Station - Ilford, Hainault Street
180	18	In Four Quarters	SE	Belvedere Industrial Estate - Lewisham, Lewisham Centre
181	13	In Four Quarters	SE	Lewisham, Thurston Road - Grove Park Station
182	23	In Four Quarters	NW	Harrow Weald, Oxhey Lane - Brent Cross, Shopping Centre
183	23	In Four Quarters	NW	Golders Green Station - Pinner, Love Lane
184	20	In Four Quarters	NE	Turnpike Lane Station, Bus Station - Barnet, Chesterfield Road
185	25	In Four Quarters	SE	Lewisham, Thurston Road - Victoria Station
186	16	In Four Quarters	NW	Northwick Park Hospital - Brent Cross, Shopping Centre
187	13	In Four Quarters	NW	Park Royal, Central Middlesex Hospital - Finchley Road, O2 Centre
188	26	In Four Quarters	SE	North Greenwich Station - Russell Square
189	15	In Four Quarters	NW	Brent Cross, Shopping Centre - Marble Arch
190	10	In Four Quarters	NW	Richmond Bus Station - West Brompton, Empress State Building
191	19	In Four Quarters	NE	Edmonton Green Station - Brimsdown Station
192	15	In Four Quarters	NE	Enfield Town - Tottenham Hale Station
193	11	In Four Quarters	NE	Romford, Queens Hospital - County Park Estate, Essex Gardens
194	14	In Four Quarters	SE	Lower Sydenham, Sainsburys - West Croydon Bus Station
195	15	In Four Quarters	NW	Charville Lane Estate - Brentford, County Court
196	16	In Four Quarters	SE	Elephant & Castle - Norwood Junction, Grosvenor Road
197	15	In Four Quarters	SE	Peckham Bus Station - Croydon, Fairfield Halls
198	12	In Four Quarters	SE	Shrublands, Bramble Close - Thornton Heath, High Street
199	12	In Four Quarters	SE	Canada Water Station - Catford Bus Garage
200	16	In Four Quarters	SW	Raynes Park, Raynes Park Hotel - Mitcham, St Marks Road
201	10	In Four Quarters	SE	Morden Station - Herne Hill Station
202	15	In Four Quarters	SE	Crystal Palace Bus Station - Blackheath, Royal Standard
203	7	In Two Halves	NW	Hounslow Bus Station - Staines Bus Station
204	15	In Four Quarters	NW	Sudbury Town Station - Edgware Station
205	25	In Four Quarters	NE	Paddington Station - Bow Church
206	12	In Four Quarters	NW	Wembley, The Paddocks - Kilburn Park Station
207	29	In Four Quarters	NW	Hayes By-Pass - White City Bus Station
208	16	In Four Quarters	SE	Lewisham, Thurston Road - Orpington, Perry Hall Road
209	6	In Two Halves	SW	Mortlake, Avondale Road - Castelnau, Lonsdale Road
210	14	In Four Quarters	NW	Finsbury Park Station - Brent Cross Shopping Centre
211	16	In Four Quarters	NW	Hammersmith Bus Station - Waterloo Station
212	12	In Four Quarters	NE	Chingford Station - Walthamstow, St James Street Station
213	19	In Four Quarters	SW	Kingston, Fairfield Bus Station - Sutton, Bushey Road
214	19	In Four Quarters	NW	Highgate Village, North Road - Moorgate, Finsbury Square
215	5	In Two Halves	NE	Lee Valley Camp Site - Walthamstow Central Station
216	9	In Four Quarters	SW	Staines Bus Station - Kingston, Cromwell Road Bus Station
217	11	In Four Quarters	NE	Waltham Cross - Turnpike Lane Station
218	11	In Four Quarters	NW	Hammersmith Bus Station - North Acton Station
219	11	In Four Quarters	SW	Wimbledon, Francis Grove - Clapham Junction, Falcon Lane
220	28	In Four Quarters	NW	Willesden Junction Station - Wandsworth, Mapleton Road
221	23	In Four Quarters	NW	Edgware Station - Turnpike Lane Station
222	17	In Four Quarters	NW	Uxbridge Station - Hounslow Bus Station
223	6	In Two Halves	NW	Harrow Bus Station - Wembley Central
224	8	In Two Halves	NW	Alperton, Sainsbury's - St Raphaels, Pitfield Way
225	6	In Two Halves	SE	Hither Green Station - Canada Water Bus Station
226	16	In Four Quarters	NW	Ealing Broadway Station - Golders Green Station
227	12	In Four Quarters	SE	Bromley North Station - Crystal Palace Parade
228	9	In Four Quarters	NW	Park Royal, Central Middlesex Hospital - Harold Hill, Chippennam Gardens
229	20	In Four Quarters	SE	Thamesmead, Town Centre - Sidcup, Queen Marys Hospital
230	11	In Four Quarters	NE	Upper Walthamstow, Bisterne Avenue - Wood Green Station
231	7	In Two Halves	NE	Enfield Chase Station - Turnpike Lane Station
232	17	In Four Quarters	NW	St Raphaels, Pitfield Way - Turnpike Lane Station
233	6	In Two Halves	SE	Eltham Station - Swanley, Beechenlea Lane
234	9	In Four Quarters	NW	Barnet, The Spires - Highgate Wood, Sussex Gardens
235	20	In Four Quarters	NW	Sunbury Village, Three Fishes - North Brentford, Great West Quarter
236	17	In Four Quarters	NE	Finsbury Park Station - Hackney Wick, Eastway
237	21	In Four Quarters	NW	Hounslow Heath, Hussar - White City Bus Station
238	12	In Four Quarters	NE	Stratford Bus Station - Barking Station
240	9	In Four Quarters	NW	Golders Green Station - Edgware Station
241	10	In Four Quarters	NE	Stratford City Bus Station - Canning Town, Hermit Road
242	16	In Four Quarters	NE	Homerton Hospital - Aldgate Bus Station
243	32	In Four Quarters	NE	Wood Green Station - Waterloo Station
244	12	In Four Quarters	SE	Woolwich Common, Queen Elizabeth Hospital - Abbey Wood Station
245	21	In Four Quarters	NW	Alperton, Sainsburys - Golders Green Station
246	4	No set pattern	SE	Bromley North Station - Chartwell
247	11	In Four Quarters	NE	Barkingside Station - Romford Station
248	16	In Four Quarters	NE	Romford Market - Cranham, Moor Lane
249	15	In Four Quarters	SE	Clapham Common, Old Town - Anerley Station
250	23	In Four Quarters	SE	Brixton Station - West Croydon Bus Station
251	13	In Four Quarters	NE	Arnos Grove Station - Edgware Station
252	14	In Four Quarters	NE	Collier Row, Library - Hornchurch, White Hart
253	23	In Four Quarters	NW	Hackney Central Station - Mornington Crescent Station
254	28	In Four Quarters	NE	Aldgate Station - Holloway, Camden Road
255	9	In Four Quarters	SE	Pollards Hill, South Lodge Avenue - Balham Station
256	12	In Four Quarters	NE	Hornchurch, St Georges Hospital - Noak Hill, Tees Drive
257	16	In Four Quarters	NE	Stratford Bus Station - Walthamstow Central Station
258	11	In Four Quarters	NW	Watford Junction - South Harrow Station
259	19	In Four Quarters	NE	Edmonton Green Bus Station - King'S Cross Station

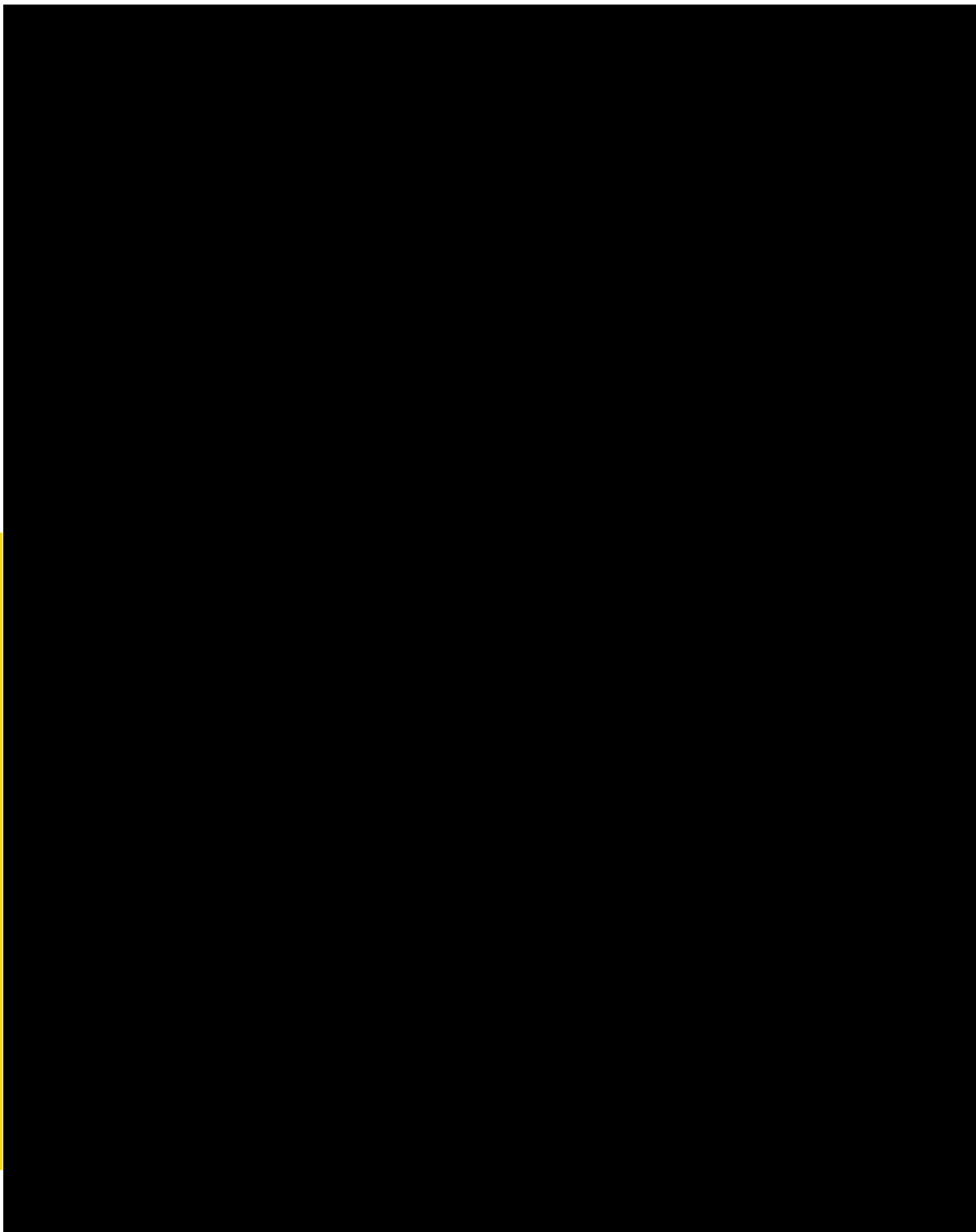
260	17	In Four Quarters	NW	White City Bus Station - Golders Green Station
261	13	In Four Quarters	SE	Lewisham, Thurston Road - Locksbottom, Pru Hospital
262	11	In Four Quarters	NE	East Beckton, Sainsbury's - Stratford, Bus Station
263	19	In Four Quarters	NW	Highbury Barn - Barnet Hospital
264	13	In Four Quarters	SE	West Croydon Bus Station - Tooting, St Georges Hospital
265	11	In Four Quarters	SW	Putney Bridge Station - Tolworth, Red Lion
266	23	In Four Quarters	NW	Acton, Old Town Hall - Brent Cross Shopping Centre
267	17	In Four Quarters	NW	Hammersmith Bus Station - Fulwell, South Road
268	6	In Two Halves	NW	Golders Green Station - Finchley Road, O2 Centre
269	12	In Four Quarters	SE	Bexleyheath Shopping Centre - Bromley North Station
270	13	In Four Quarters	SW	Putney Bridge Station - Mitcham, Commonsides West
271	14	In Four Quarters	NE	Highgate Village, South Grove - Moorgate, Finsbury Square
272	5	In Two Halves	NW	Chiswick, Grove Park - Shepherds Bush Green
273	9	In Four Quarters	SE	Lewisham, Tesco - Petts Wood Station
274	13	In Four Quarters	NW	Islington, Angel - Lancaster Gate Station
275	13	In Four Quarters	NE	Walthamstow, St James Street Station - Barkingside, Tesco
276	19	In Four Quarters	NE	Newham Hospital Gateway Surgical Centre - Stoke Newington, Common
277	23	In Four Quarters	NE	Dalston Junction Bus Station - Crossharbour, Asda
278	10	In Four Quarters	NW	Heathrow Airport, Central Bus Station - Ruislip
279	29	In Four Quarters	NE	Waltham Cross - Manor House Station
280	13	In Four Quarters	SW	Tooting, St Georges Hospital - Belmont Station
281	21	In Four Quarters	SW	Hounslow Bus Station - Tolworth, Ewell Road
282	16	In Four Quarters	NW	Ealing Hospital - Mount Vernon Hospital
283	10	In Four Quarters	NW	East Acton, Brunel Road - Hammersmith Bus Station
284	12	In Four Quarters	SE	Lewisham, Thurston Road - Grove Park Cemetery
285	14	In Four Quarters	SW	Heathrow Airport, Central Bus Station - Kingston, Cromwell Road Bus Station
286	14	In Four Quarters	SE	Sidcup, Queen Marys Hospital - Greenwich, Cutty Sark
287	7	In Two Halves	NE	Barking Station - Rainham, Abbey Wood Lane
288	7	In Two Halves	NW	Queensbury, Morrisons - Broadfields Estate
289	15	In Four Quarters	SE	Elmers End Station - Purley, Whytecliffe Road
290	7	In Two Halves	NW	Staines Bus Station - Twickenham, Rugby Tavern
291	6	In Two Halves	SE	Woolwich Common, Queen Elizabeth Hospital - Woodlands Estate
292	9	In Four Quarters	NW	Borehamwood, Rossington Avenue - Colindale, Asda
293	7	In Two Halves	NW	Morden Station - Epsom Hospital
294	12	In Four Quarters	NE	Havering Park, Firbank Road - Noak Hill, Tees Drive
295	21	In Four Quarters	NW	Ladbroke Grove, Sainsburys - Clapham Junction, Grant Road
296	8	In Two Halves	NE	Romford Station - Ilford Broadway, Sainsburys
297	16	In Four Quarters	NW	Willesden Bus Garage - Ealing Broadway Station
298	6	In Two Halves	NE	Arnos Grove Station - Potters Bar Station
299	7	In Two Halves	NE	Muswell Hill Broadway - Cockfosters Station
300	9	In Four Quarters	NE	East Ham, Wordsworth Avenue - Canning Town Station
301	10	In Four Quarters	SE	Bexleyheath, Shopping Centre - Woolwich, Beresford Street
302	16	In Four Quarters	NW	Mill Hill Broadway Station - Kensal Rise Station
303	8	In Two Halves	NW	Edgware Station - Kingsbury Circle
306	11	In Four Quarters	NW	Acton Vale, Bromyard Avenue - Sands End, Sainsbury'S
307	15	In Four Quarters	NE	Brimsdown Station - Barnet Hospital
308	13	In Four Quarters	NE	Wanstead, Woodbine Place - Clapton, Kenninghall Road Roundabout
309	9	In Four Quarters	NE	Canning Town Station - Bethnal Green, Bonner Road
312	7	In Two Halves	SE	South Croydon Bus Garage - Norwood Junction, Clifford Road
313	8	In Two Halves	NE	Chingford Station - Dame Alice Owen School
314	15	In Four Quarters	SE	Eltham Station - New Addington, Salcot Crescent
315	4	No set pattern	SW	West Norwood, Cheviot Road - Balham Station
316	17	In Four Quarters	NW	Cricklewood Bus Garage - White City, Bus Station
317	5	In Two Halves	NE	Waltham Cross, Bus Station - Enfield Town, Little Park Gardens
318	9	In Four Quarters	NE	North Middlesex Hospital - Stamford Hill, Rookwood Road
319	18	In Four Quarters	SW	Streatham Hill, Telford Avenue - Sloane Square
320	12	In Four Quarters	SE	Biggin Hill Valley - Catford, Thomas Lane
321	20	In Four Quarters	SE	Foots Cray, Tesco - New Cross Gate, Sainsburys
322	10	In Four Quarters	SE	Crystal Palace Bus Station - Clapham Common, Old Town
323	4	No set pattern	NE	Canning Town Station - Mile End Station
324	6	In Two Halves	NW	Stanmore Station - Brent Cross, Tesco Superstore
325	12	In Four Quarters	NE	East Beckton, Sainsbury's - Prince Regent Station
326	15	In Four Quarters	NW	Barnet, The Spires - Brent Cross Shopping Centre
327	1	No set pattern	NE	Waltham Cross, Bus Station - Elsing Estate, Masons Road
328	18	In Four Quarters	NW	Golders Green Station - Chelsea, Worlds End, Limerston Street
329	16	In Four Quarters	NE	Enfield, Little Park Gardens - Turnpike Lane Station
330	9	In Four Quarters	NE	Wanstead Park Station - Canning Town Station
331	8	In Two Halves	NW	Ruislip Station - Uxbridge Station
332	15	In Four Quarters	NW	Neasden, Brent Park Tesco - Paddington
333	16	In Four Quarters	SW	Tooting Broadway - Elephant & Castle
335	7	In Two Halves	SE	Kidbrooke Village - North Greenwich Station
336	10	In Four Quarters	SE	Catford, Thomas Lane - Locksbottom, Pallant Way
337	11	In Four Quarters	SW	Clapham Junction, Bolingbroke Grove - Richmond Bus Station
339	11	In Four Quarters	NE	Leytonstone Station - Shadwell Station
340	9	In Four Quarters	NW	Edgware Station - Harrow Bus Station
341	22	In Four Quarters	NE	Northumberland Park, Tesco - Waterloo
343	23	In Four Quarters	SE	Aldgate Bus Station - New Cross, Jerningham Road
344	24	In Four Quarters	SW	Clapham Junction, St Johns Hill - Liverpool Street Station
345	26	In Four Quarters	SW	Peckham Bus Station - South Kensington Station
346	3	No set pattern	NE	Upminster Station - Upminster Park Estate, Waycross Road
347	1	No set pattern	NE	Romford Station - Ockendon Station
349	14	In Four Quarters	NE	Ponders End, Enfield Bus Garage - Stamford Hill, Rookwood Road
350	9	In Four Quarters	NW	Hayes, Asda - Heathrow Airport, Terminal Five
352	6	In Two Halves	SE	Bromley North Station - Lower Sydenham, Sainsburys
353	8	In Two Halves	SE	Ramsden Estate, Rye Crescent - Forestdale, Courtwood Lane
354	5	In Two Halves	SE	Penge, Crooked Billet - Bromley North Station

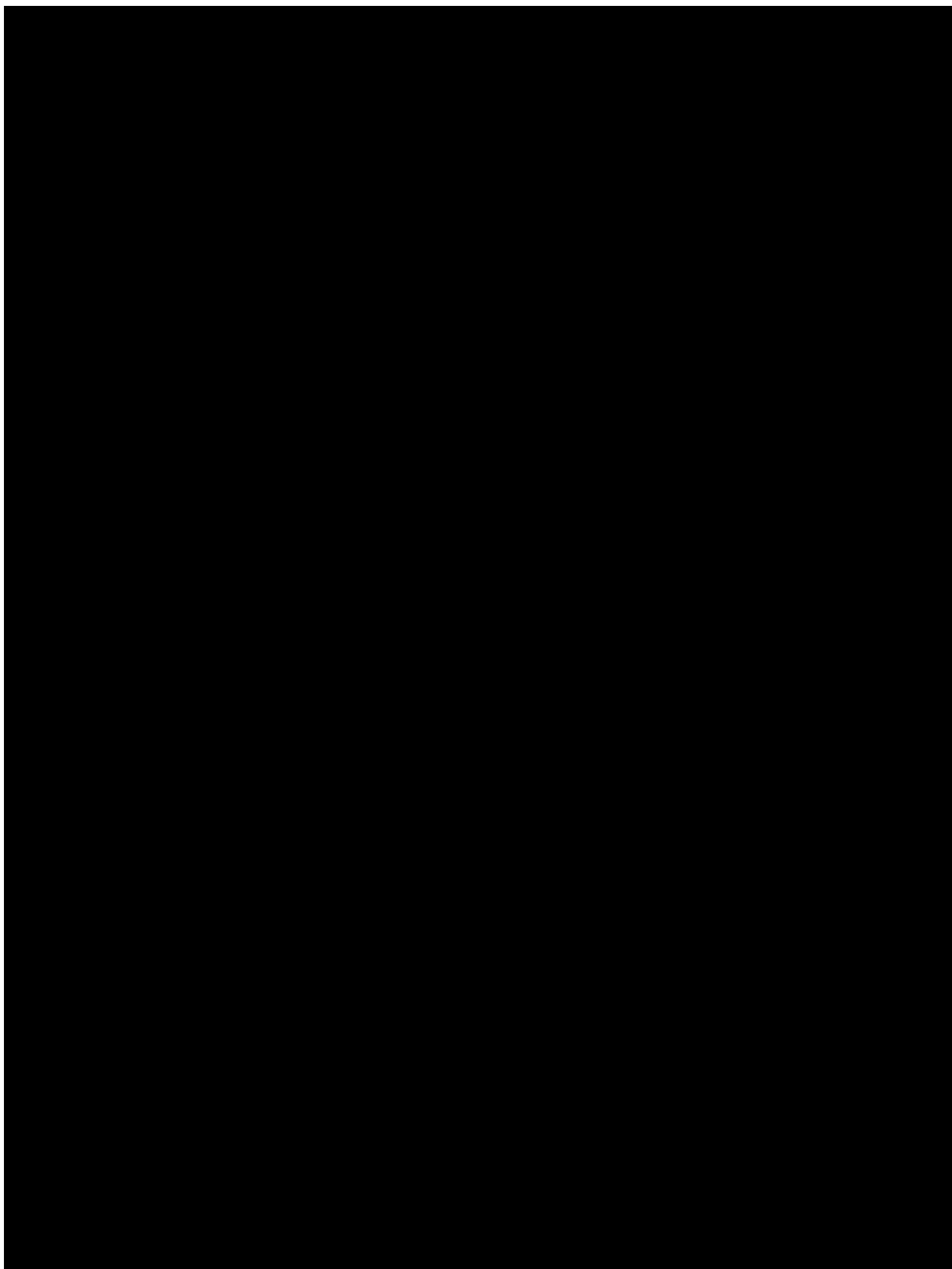
355	12	In Four Quarters	SW	Mitcham, Commonsides West - Brixton Station
356	7	In Two Halves	SE	Upper Sydenham, Sydenham Hill - Shirley, Monks Orchard
357	7	In Two Halves	NE	Chingford Hatch, Prince Of Wales - Whipps Cross Roundabout
358	17	In Four Quarters	SE	Orpington Station - Crystal Palace Bus Station
359	2	No set pattern	SE	Purley Cross - Addington Village Interchange
360	12	In Four Quarters	NW	Elephant & Castle - Kensington, Royal Albert Hall
362	3	No set pattern	NE	Grange Hill Station - Goodmayes, King George Hospital
363	15	In Four Quarters	SE	Crystal Palace Bus Station - Elephant & Castle
364	14	In Four Quarters	NE	Ilford High Road, Hainault Street - Dagenham East, Bull
365	11	In Four Quarters	NE	Orchard Village - Havering Park, Hunters Grove
366	18	In Four Quarters	NE	Redbridge, Roding Lane South - Beckton Bus Station
367	10	In Four Quarters	SE	West Croydon Bus Station - Bromley North Station
368	10	In Four Quarters	NE	Chadwell Heath, Wangey Road - Barking, Harts Lane Estate
370	11	In Four Quarters	NE	Romford, Mercury Gardens - Lakeside Shopping Centre
371	15	In Four Quarters	SW	Richmond, Manor Road, Sainsburys - Kingston, Kingston Hall Road
372	6	In Two Halves	NE	Hornchurch, Town Centre - Lakeside Bus Station
375	1	No set pattern	NE	Romford Station - Passingford Bridge
376	8	In Two Halves	NE	Beckton Bus Station - East Ham, Newham Town Hall
377	4	No set pattern	NE	Ponders End, Enfield Bus Garage - Oakwood Station
378	4	No set pattern		Mortlake, Avondale Road - Putney Bridge Station
379	2	No set pattern	NE	Chingford Station - Yardley Lane Estate
380	14	In Four Quarters	SE	Belmarsh Prison - Lewisham, Lewisham Centre
381	18	In Four Quarters	SE	Peckham Bus Station - Waterloo, Addington Street
382	9	In Four Quarters	NW	Southgate Station - Millbrook Park
383	3	No set pattern	NW	Barnet, The Spires - Finchley Memorial Hospital
384	8	In Two Halves	NE	Edgware Station, Bus Station - Cockfosters Station
385	1	No set pattern	NE	Chingford Station - Crooked Billet Sainsbury'S
386	11	In Four Quarters	SE	Woolwich, Beresford Street - Blackheath, Royal Parade
388	13	In Four Quarters	NE	Stratford City Bus Station - London Bridge Station
389	1	No set pattern	NW	Barnet, The Spires - Barnet, Western Way
390	30	In Four Quarters	NE	Archway Station - Victoria Station
393	14	In Four Quarters	NE	Clapton Pond - Chalk Farm, Morrisons
394	10	In Four Quarters	NE	Homerton Hospital - Islington, Tolpuddle Street
395	5	In Two Halves	NW	Harrow, Kymberley Road - Greenford, Westway Cross Retail Park
396	4	No set pattern	NE	Goodmayes, King George Hospital - Ilford Broadway, Sainsbury'S
397	5	In Two Halves	NE	Crooked Billet, Sainsburys - Debden Station
398	3	No set pattern	NW	Ruislip Station - Wood End, Lilian Board Way
401	7	In Two Halves	SE	Thamesmead Town Centre - Bexleyheath Shopping Centre
403	7	In Two Halves	SE	Waringham, Sainsburys - West Croydon Bus Station
404	1	No set pattern	SE	Coulsdon, Cane Hill Drive - Caterham On The Hill, Westway Common
405	9	In Four Quarters	SW	Redhill - West Croydon Bus Station
406	7	In Two Halves	SW	Kingston, Cromwell Road Bus Station - Epsom, Clock Tower
407	14	In Four Quarters	SE	Sutton, Marshalls Road - Caterham Station
410	19	In Four Quarters	SE	Crystal Palace Bus Station - Wallington, Shotfield
411	6	In Two Halves	SW	Kingston, Cromwell Road Bus Station - West Molesey, Central Avenue
412	8	In Two Halves	SE	Purley Cross - Croydon, Katharine Street
413	8	In Two Halves	SW	Sutton, Bushey Road - Morden Station
414	19	In Four Quarters	NW	Putney Bridge Station - Maida Hill
415	9	In Four Quarters	SE	Tulse Hill, Hardel Rise - Old Kent Road, Tesco
417	11	In Four Quarters	SE	Crystal Palace Bus Station - Clapham Common, Old Town
418	7	In Two Halves	SW	Kingston, Cromwell Road Bus Station - Epsom, Clock Tower
419	13	In Four Quarters	NW	Richmond Bus Station - Bessborough Road
422	16	In Four Quarters	SE	North Greenwich Station - Bexleyheath Shopping Centre
423	7	In Two Halves	NW	Hounslow Bus Station - Heathrow Airport, Terminal 5
424	5	In Two Halves	SW	Putney Heath, Wildcroft Road - Fulham, Cannons Leisure Centre
425	21	In Four Quarters	NE	Ilford, Hainault Street - Clapton, Nightingale Road
427	23	In Four Quarters	NW	Uxbridge, York Road - Acton, Old Town Hall
428	10	In Four Quarters	SE	Erith, Bexley Road - Bluewater, Shopping Centre
430	13	In Four Quarters	SW	Roehampton, Danebury Avenue - South Kensington
432	10	In Four Quarters	SE	Brixton Station - Anerley Station
433	9	In Four Quarters	SE	Addington Village Interchange - Croydon, St. Georges Walk
434	3	No set pattern	SE	Coulsdon, Ridgemount Avenue - Whyteleafe South, Court Bushes Road
436	22	In Four Quarters	SE	Lewisham, Lewisham Centre - Battersea Park Station
440	10	In Four Quarters	NW	Turnham Green, Church - Wembley, Eastern Lands
444	12	In Four Quarters	NE	Turnpike Lane Station - Chingford Station
450	19	In Four Quarters	SE	West Croydon Bus Station - Lower Sydenham, Sainsburys
452	19	In Four Quarters	NW	Kensal Rise Station - Vauxhall Bus Station
453	36	In Four Quarters	SE	Deptford Broadway - Marylebone Station
455	11	In Four Quarters	SE	Old Lodge Lane, Purley - Wallington Station
456	5	In Two Halves		Crews Hill, Rosewood Drive - North Middlesex Hospital
460	10	In Four Quarters	NW	Willesden Bus Garage - North Finchley
462	8	In Two Halves	NE	Limes Farm Estate - Ilford High Road, Hainault Street
463	9	In Four Quarters	SE	Coulsdon South Station - Pollards Hill, South Lodge Avenue
464	3	No set pattern	SE	Tatsfield, Ship - New Addington, Parkway
465	7	In Two Halves	SW	Kingston, Cromwell Road - Dorking, South Street
466	19	In Four Quarters	SE	Addington Village Interchange - Caterham On The Hill, Westway Common
467	2	No set pattern	SW	Hinchley Wood School - Epsom
468	25	In Four Quarters	SE	South Croydon, Swan & Sugar Loaf - Elephant & Castle, Borough Road
469	9	In Two Halves	SE	Woolwich Common, Queen Elizabeth Hospital - Erith, Bexley Road
470	7	In Two Halves	SW	Colliers Wood Station - Epsom
472	22	In Four Quarters	SE	North Greenwich Station - Thamesmead, Town Centre
473	9	In Four Quarters	NE	North Woolwich, Free Ferry - Stratford, Bus Station
474	14	In Four Quarters	NE	Canning Town, Hermit Road - Manor Park Station
476	15	In Four Quarters	NE	Northumberland Park Station - King'S Cross Station
481	4	No set pattern	SW	Kingston, Cromwell Road Bus Station - Isleworth, West Middlesex Hospital
482	8	In Two Halves	NW	Southall, Town Hall - Heathrow Airport Terminal Five

483	25	In Four Quarters	NW	Windmill Lane, Three Bridges - Harrow, Kymberley Road
484	11	In Four Quarters	SE	Lewisham, Thurston Road - Camberwell Green
485	4	No set pattern	SW	Hammersmith Bridge, South Side - Wandsworth, Mapleton Road
486	14	In Four Quarters	SE	North Greenwich Station - Bexleyheath Shopping Centre
487	11	In Four Quarters	NW	South Harrow Station - Willesden Junction Station
488	9	In Four Quarters	NE	Bromley-by-Bow Tesco - Dalston Junction Bus Station
490	16	In Four Quarters	SW	Richmond, Pools On The Park - Heathrow Airport, Terminal 5
491	11	In Four Quarters	NE	Waltham Cross - North Middlesex Hospital
492	7	In Two Halves	SE	Sidcup Station - Bluewater, Shopping Centre
493	17	In Four Quarters	SW	Tooting, St George's Hospital - Richmond Bus Station
496	8	In Two Halves	NE	Harold Wood Station - Queens Hospital
497	2	No set pattern	NE	Harold Hill, Gooshays Drive - Harold Wood Station
498	6	In Two Halves	NE	Romford, Queen's Hospital - Brentwood, Sainsburys
499	7	In Two Halves	NE	Gallows Corner, Tesco - Heath Park Estate
507	15	In Four Quarters	SW	Waterloo Station, Taxi Road - Victoria Station, Bus Station
521	32	In Four Quarters	SE	Waterloo Station - London Bridge Station
549	1	No set pattern	NE	South Woodford Station - Loughton Station
607	20	In Four Quarters	NW	Uxbridge Station - White City Bus Station
A10	5	In Two Halves	NW	Uxbridge Station - Heathrow Airport, Central Bus Station
B11	8	In Two Halves	SE	Bexleyheath Bus Garage - Thamesmead, Town Centre
B12	7	In Two Halves	SE	Erith, Bexley Road - Joydens Wood Loop
B13	6	In Two Halves	SE	Bexleyheath, Shopping Centre - New Eltham Station
B14	5	In Two Halves	SE	Bexleyheath Shopping Centre - Orpington Station
B15	6	In Two Halves	SE	Bexleyheath - Horn Park, Alnwick Road
B16	9	In Four Quarters	SE	Bexleyheath, Erith Road - Moorhead Way, Wingfield School
C1	13	In Four Quarters	SW	Victoria, Lower Grosvenor Place - White City
C10	22	In Four Quarters	SE	Canada Water Bus Station - Victoria Station
C11	16	In Four Quarters	NW	Archway Station - Brent Cross Shopping Centre
C3	9	In Four Quarters	SW	Clapham Junction, Grant Road - Earls Court, Tesco
D3	14	In Four Quarters	NE	Bethnal Green, Bonner Road - Leamouth, Orchard Place
D6	14	In Four Quarters	NE	Ash Grove, Bush Road - Crossharbour, Asda
D7	15	In Four Quarters	NE	Poplar, All Saints - Mile End Station
D8	9	In Four Quarters	NE	Stratford Bus Station - Crossharbour, Asda
E1	8	In Two Halves	NW	Greenford, Red Lion - Ealing Broadway, Haven Green
E10	8	In Two Halves	NW	Northolt, Islip Manor Estate - Ealing Broadway Station
E11	5	In Two Halves	NW	Greenford, Red Lion - Ealing Common, Warwick Dene
E2	16	In Four Quarters	NW	Brentford, Commerce Road - Greenford, Red Lion
E3	20	In Four Quarters	NW	Greenford, Red Lion - Chiswick, Edensor Road
E5	13	In Four Quarters	NW	Southall, Toplocks Estate - Perivale, Tesco
E6	11	In Four Quarters	NW	Greenford Station - Bulls Bridge, Tesco
E7	10	In Four Quarters	NW	Ruislip Station - Ealing Broadway, Haven Green
E8	15	In Four Quarters	NW	Hounslow, Bell Corner - Ealing Broadway, Haven Green
E9	8	In Two Halves	NW	Yeading, Barnhill Estate - Ealing Broadway, Haven Green
EL1	19	In Four Quarters	NE	Ilford, Ilford Hill - Barking Riverside, Northgate Road
EL2	15	In Four Quarters	NE	Becontree Heath - Dagenham Dock Station
EL3	14	In Four Quarters	NE	Little Heath, Haw Bush - Barking Riverside, Northgate Road
G1	13	In Four Quarters	SW	Streatham High Road, Green Lane - Battersea, Shaftesbury Estate
H10	8	In Two Halves	NW	Northwick Park Hospital, St. Marks Unit - Northwick Park Hospital, St. Marks Unit
H11	7	In Two Halves	NW	Harrow Bus Station - Mount Vernon Hospital
H12	10	In Four Quarters	NW	Stanmore Station - South Harrow Station
H13	5	In Two Halves	NW	Northwood, St. Vincent's Hospital - Ruislip Lido
H14	8	In Two Halves	NW	Hatch End, St. Thomas' Drive - Northwick Park Hospital
H17	7	In Two Halves	NW	Harrow Bus Station - Wembley Central, Montrose Crescent
H18	8	In Two Halves	NW	Harrow Bus Station - Harrow Bus Station (Via Pinner & Wealdstone)
H2	3	No set pattern	NW	Golders Green Station - Golders Green Station Via Hampstead Garden Suburb
H20	6	In Two Halves	NW	Hounslow, Civic Centre - Ivybridge, Twickenham Tesco
H22	12	In Four Quarters	NW	Hounslow, Bell Corner - West Middlesex Hospital
H25	9	In Four Quarters	NW	Hanworth, Butts Farm - Hatton Cross Station
H26	5	In Two Halves	NW	Feltham, Sparrow Farm - Hatton Cross Station
H28	10	In Four Quarters	NW	Bulls Bridge, Tesco - Osterley, Tesco
H3	1	No set pattern	NW	Golders Green Station - East Finchley, Hilltop
H32	13	In Four Quarters	NW	Hounslow Bus Station - Southall, Town Hall
H37	13	In Four Quarters	NW	Hounslow, Blenheim Centre - Richmond, Lower Mortlake Road
H9	8	In Two Halves	NW	Northwick Park Hospital, St. Marks Unit - Northwick Park Hospital, St. Marks Unit
H91	14	In Four Quarters	NW	Hounslow West Station - Hammersmith Bus Station
H98	13	In Four Quarters	NW	Hounslow Bus Station - Hayes End, Kingsway
K1	12	In Four Quarters	SW	New Malden Station - Kingston, Cromwell Road Bus Station
K2	10	In Four Quarters	SW	Kingston Hospital - Hook, Library
K3	11	In Four Quarters	SW	Roehampton Vale, Asda - Esher, High Street
K4	4	No set pattern	SW	Kingston Hospital - Mansfield Park, Ripon Gardens
K5	6	In Two Halves	SW	Ham, Dukes Avenue - Morden Station
N1		With Day Route	-	Tottenham Court Road Station - Thamesmead, Boiler House
N109		With Day Route	-	Croydon, Park Street - Oxford Circus
N11		With Day Route	-	Ealing Broadway - Liverpool Street Station
N113		With Day Route	-	Edgware Bus Station - Trafalgar Square
N13		With Day Route	-	North Finchley - Aldwych
N133		With Day Route	-	Morden Station Forecourt - Liverpool Street Station
N136		With Day Route	-	Oxford Circus - Chislehurst, War Memorial
N137		With Day Route	-	Crystal Palace Bus Station - Oxford Circus
N15		With Day Route	-	Romford Market - Trafalgar Square, Northumberland Avenue South Side
N155		With Day Route	-	Morden Station - Aldwych
N16		With Day Route	-	Victoria Station - Edgware Station
N171		With Day Route	-	Hither Green Station - Tottenham Court Road Station
N18		With Day Route	-	Harrow Weald Bus Garage - Trafalgar Square

N19		With Day Route	-	Finsbury Park Station - Clapham Junction, St Johns Hill
N199		With Day Route	-	Trafalgar Square - St Mary Cray Station
N2		With Day Route	-	Crystal Palace Bus Station - Trafalgar Square
N20		With Day Route	-	Barnet Church - Trafalgar Square
N205		With Day Route	-	Paddington Station - Leyton, Downsell Road
N207		With Day Route	-	Uxbridge Station - Holborn, Procter Street
N21		With Day Route	-	Bexleyheath Shopping Centre, Geddes Place - Trafalgar Square
N22		With Day Route	-	Fulwell - Piccadilly Circus
N253		With Day Route	-	Aldgate - Tottenham Court Road Station
N26		With Day Route	-	Trafalgar Square - Chingford Station
N279		With Day Route	-	Waltham Cross Bus Station - Trafalgar Square
N28		With Day Route	-	Camden Town, Bayham Street - Wandsworth, Mapleton Road
N29		With Day Route	-	Enfield Town - Trafalgar Square
N3		With Day Route	-	Oxford Circus - Bromley North Station
N31		With Day Route	-	Camden Town, Bayham Street - Clapham Junction, St Johns Hill
N343		With Day Route	-	Trafalgar Square - New Cross, Jerningham Road
N35		With Day Route	-	Clapham Junction, Grant Road - Tottenham Court Road Station
N38		With Day Route	-	Victoria Station - Victoria Station
N381		With Day Route	-	Peckham Bus Station - Trafalgar Square
N41		With Day Route	-	Trafalgar Square - Tottenham Hale Station
N44		With Day Route	-	Aldwych - Sutton Station
N5		With Day Route	-	Edgware Station - Trafalgar Square
N55		With Day Route	-	Woodford Wells, Horse & Well - Oxford Circus
N63		With Day Route	-	Crystal Palace Bus Station - Kings Cross Station
N68		With Day Route	-	Old Coulsdon, Tudor Rose - Tottenham Court Road Station
N7		With Day Route	-	Northolt Station - Oxford Circus
N73		With Day Route	-	Walthamstow Central Station - Walthamstow Central Station
N74		With Day Route	-	Roehampton, Danebury Avenue - Baker Street Station
N8		With Day Route	-	Oxford Circus - Oxford Circus
N86		With Day Route	-	Stratford Bus Station - Harold Hill, Dagnam Park Drive
N87		With Day Route	-	Kingston, Fairfield Bus Station - Aldwych
N89		With Day Route	-	Trafalgar Square - Erith, Bexley Road
N9		With Day Route	-	Aldwych - Heathrow Airport, Terminal 5
N91		With Day Route	-	Cockfosters Station - Trafalgar Square
N97		With Day Route	-	Hammersmith Bus Station - Trafalgar Square
N98		With Day Route	-	Russell Square, North Side - Russell Square, North Side
P12	15	In Four Quarters	SE	Surrey Quays Shopping Centre - Brockley Rise, Honor Oak Park
P13	12	In Four Quarters	SE	Streatham Station - New Cross Gate, Sainsburys
P4	13	In Four Quarters	SE	Lewisham, Thurston Road - Brixton Station
P5	9	In Four Quarters	SE	Elephant & Castle - Nine Elms, Patmore Estate
R1	6	In Two Halves	SE	St Pauls Cray, Grovelands - Green Street Green, High Street
R11	9	In Four Quarters	SE	Sidcup, Queen Marys Hospital - Green Street Green, High Street
R2	3	No set pattern	SE	Orpington, Walnuts Centre - Biggin Hill Valley, East Hill
R3	6	In Two Halves	SE	Locksbottom, Princess Royal University Hospital - Orpington Station
R4	6	In Two Halves	SE	Pauls Cray Hill - Locksbottom, Princess Royal University Hospital
R5	1	No set pattern	SE	Orpington Station - Knockholt
R6	2	No set pattern	SE	Orpington Station - St Mary Cray Station
R68	9	In Four Quarters	SW	Kew Retail Park, Bessant Drive - Hampton Court Station
R7	4	No set pattern	SE	Chelsfield Village, Five Bells - Chislehurst High Street
R70	11	In Four Quarters	SW	Hampton, The Avenue - Richmond, Manor Road, Homebase
R8	1	No set pattern	SE	Orpington Station - Biggin Hill, Post Office
R9	3	No set pattern	SE	Orpington Bus Station - Ramsden Estate (Tintagel Road)
S1	11	In Four Quarters	SW	Banstead, Marks & Spencer - Lavender Fields
S3	8	In Two Halves	SW	Belmont Station - Malden Manor Station
S4	6	In Two Halves	SW	Roundshaw, Mollison Drive - St Helier Station
U1	8	In Two Halves	NW	Ruislip Station - West Drayton Station
U10	2	No set pattern	NW	Uxbridge Station - Ruislip, Heathfield Rise
U2	8	In Two Halves	NW	Brunel University - Uxbridge Station
U3	11	In Four Quarters	NW	Uxbridge Station - Heathrow Airport, Central Bus Station
U4	14	In Four Quarters	NW	Hayes, Prologis Park - Uxbridge Station
U5	11	In Four Quarters	NW	Uxbridge, York Road - Hayes, Clarendon Road
U7	5	In Two Halves	NW	Uxbridge Station - Hayes, Sainsbury'S
U9	3	No set pattern	NW	Uxbridge Station - Harefield Hospital
W11	9	In Four Quarters	NE	Chingford Hall Estate - Walthamstow Central Station
W12	5	In Two Halves	NE	Walthamstow, Coppermill Lane - Wanstead Station
W13	7	In Two Halves	NE	Leytonstone Bus Station - Woodford Wells, Horse & Well
W14	10	In Four Quarters	NE	Woodford Bridge - Leyton, Asda
W15	21	In Four Quarters	NE	Cogan Avenue Estate - Hackney Town Hall
W16	9	In Four Quarters	NE	Chingford Mount, Prince Albert - Leytonstone Station
W19	18	In Four Quarters	NE	Walthamstow, Argall Avenue - Ilford High Road, Hainault Street
W3	23	In Four Quarters	NE	Northumberland Park Station - Finsbury Park Station
W4	14	In Four Quarters	NE	Oakthorpe Park Estate, Chequers Way - Tottenham, Ferry Lane Estate
W5	8	In Two Halves	NE	Archway Station - Harringay, Sainsburys
W6	9	In Four Quarters	NE	Southgate Station - Edmonton Green Station
W7	16	In Four Quarters	NE	Muswell Hill Broadway - Finsbury Park Station
W8	16	In Four Quarters	NE	Chase Farm Hospital - Picketts Lock Centre
W9	7	In Two Halves	NE	Chase Farm Hospital - Southgate Station
X140	10	In Four Quarters	NW	Heathrow Airport, Central Bus Station - Harrow Bus Station
X26	10	In Four Quarters	SW	West Croydon Bus Station - Heathrow Airport, Central Bus Station
X68	12	In Four Quarters	SE	West Croydon Bus Station - Russell Square

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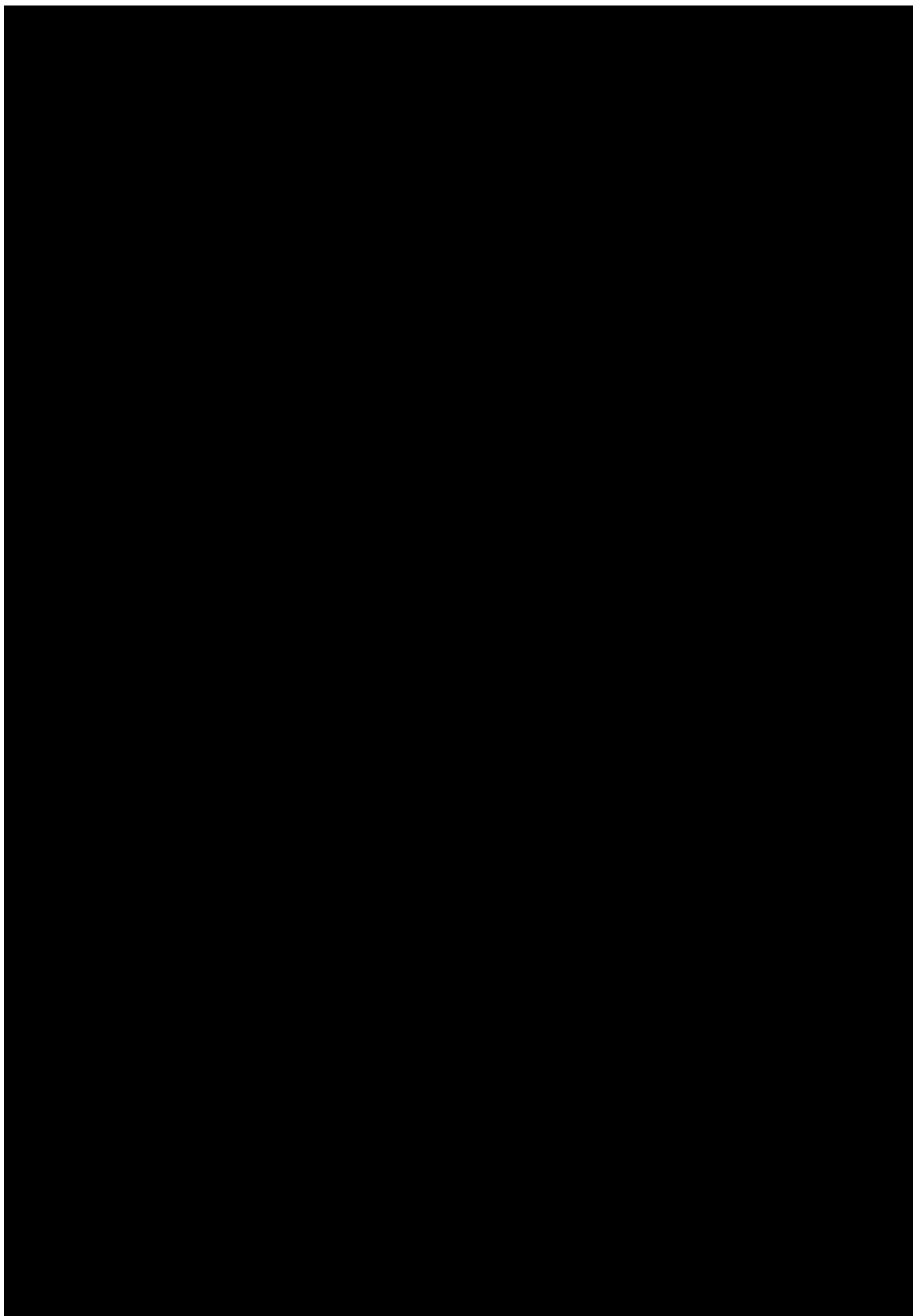


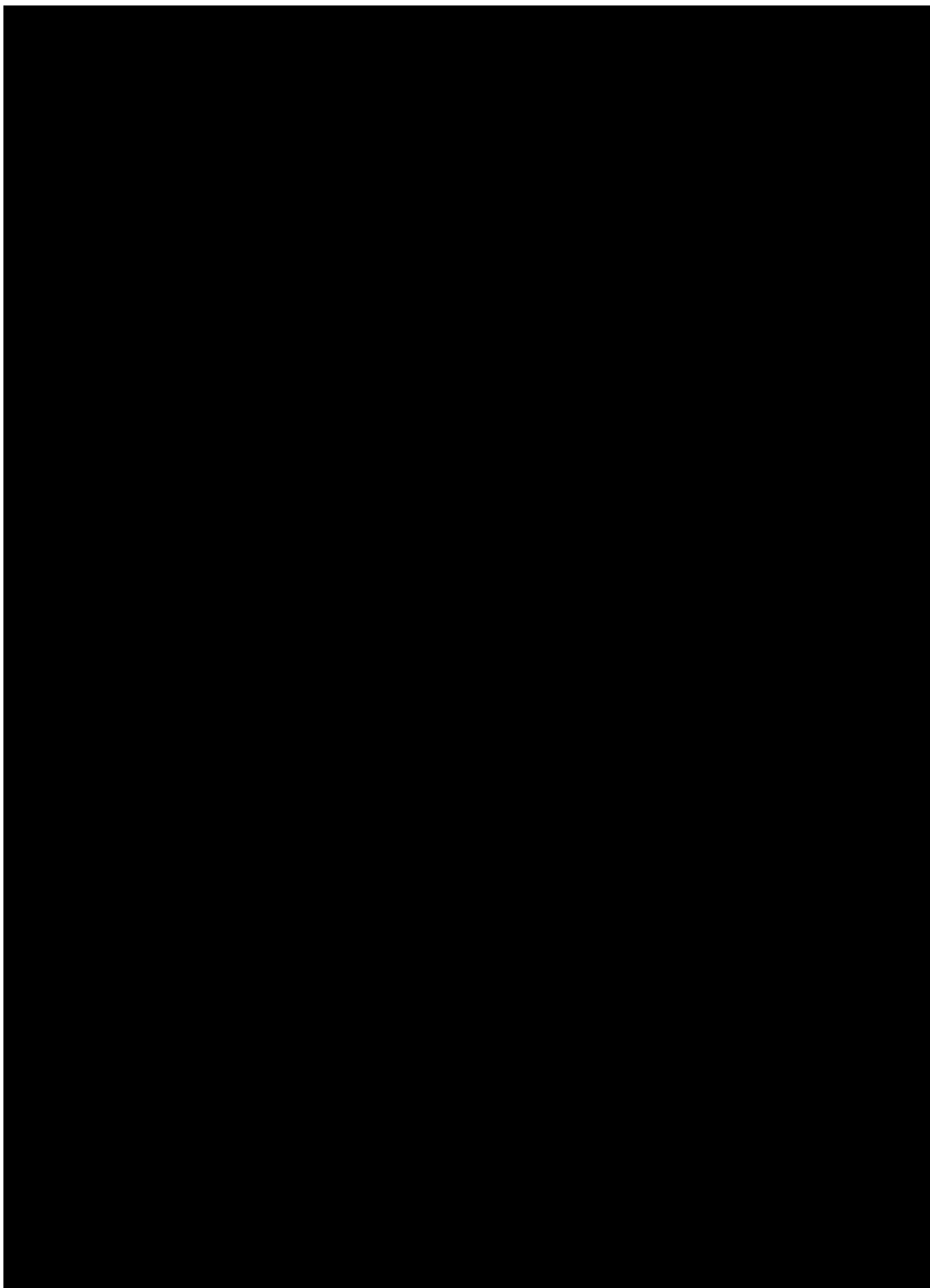
1. Understanding the Project

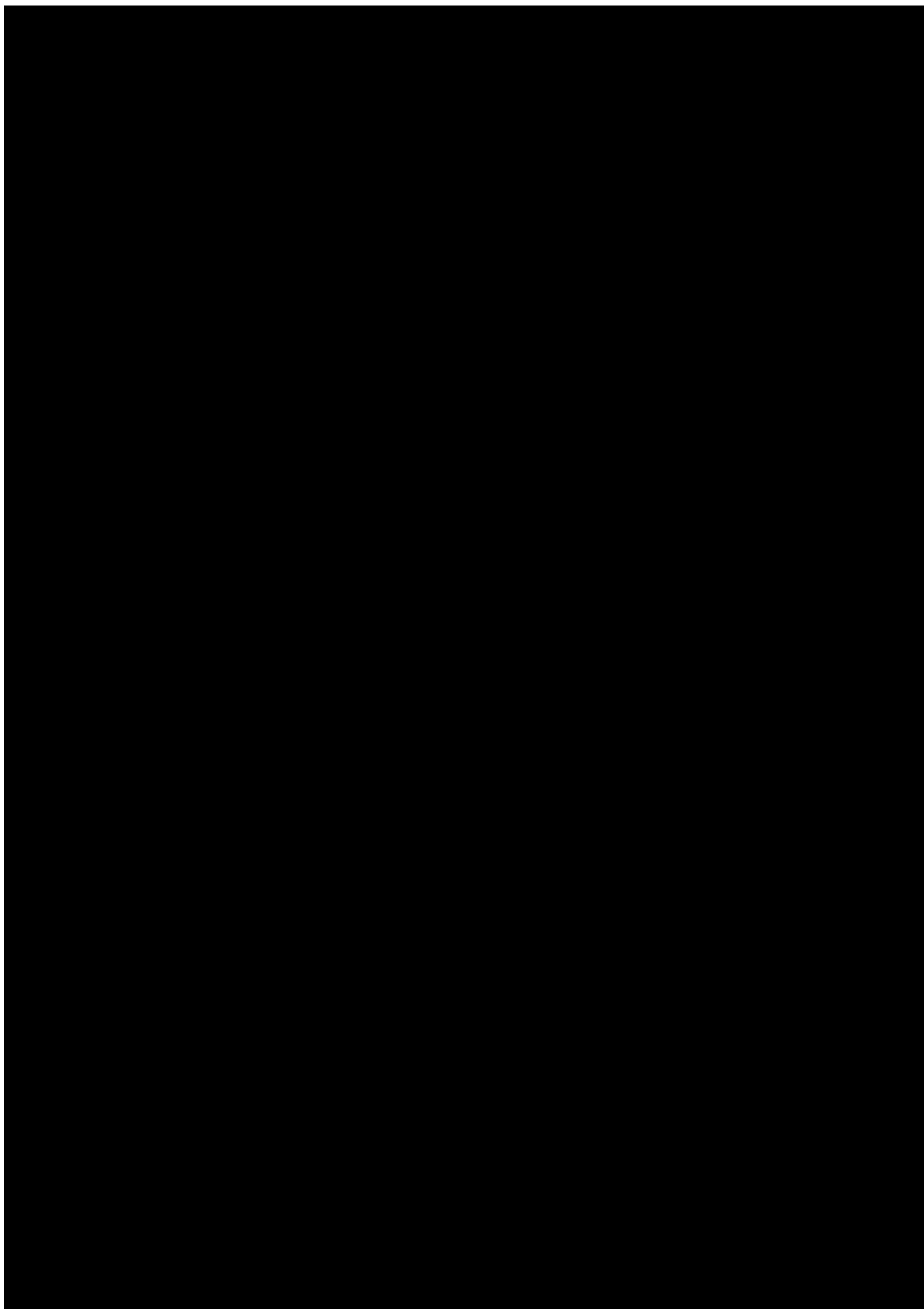
Please explain what role you believe Driver Quality Monitoring (DQM) should play in delivering an ever-improving customer experience. This should include its importance for key bus stakeholders including, but not limited to, customers, other road users and bus drivers.

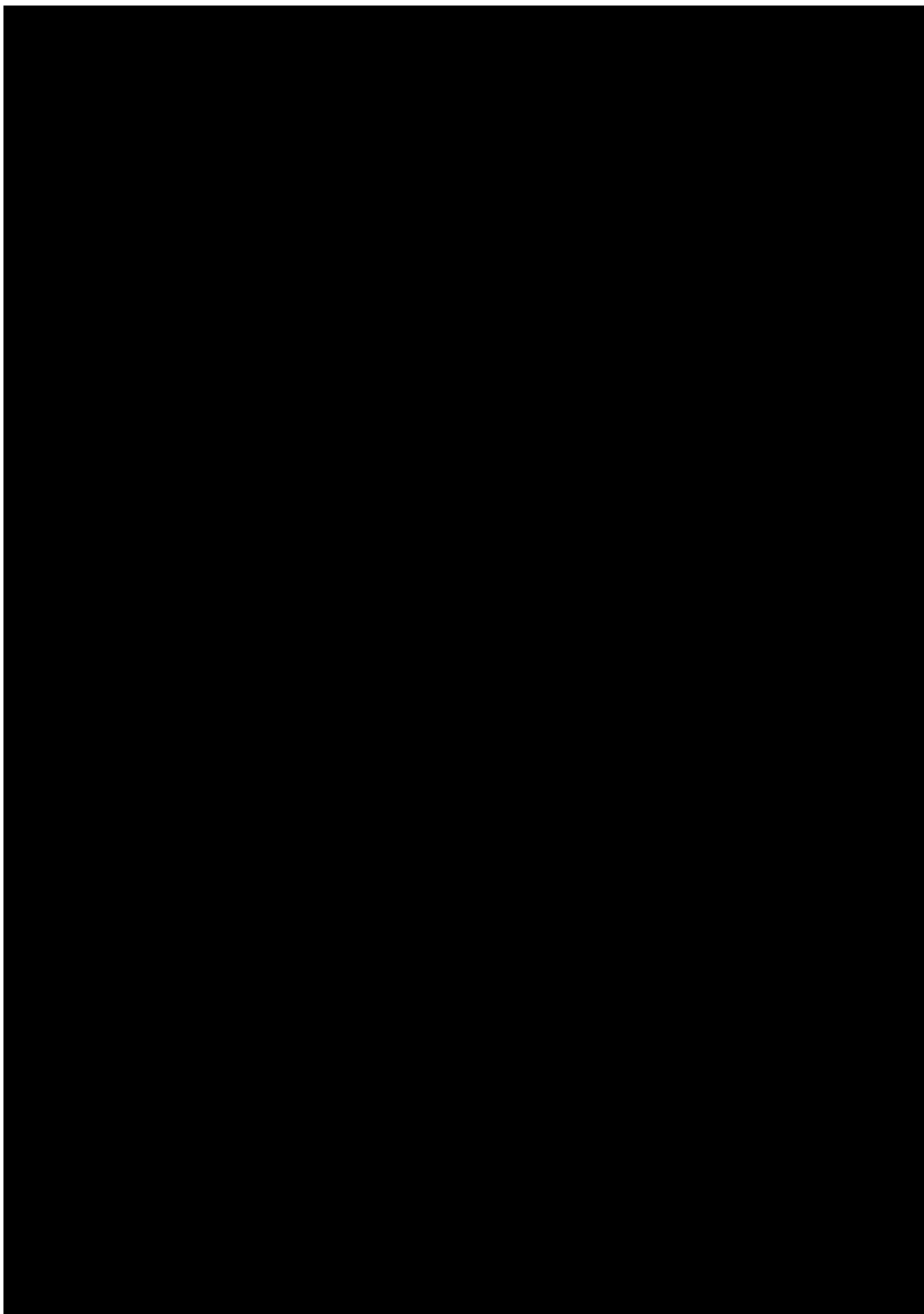
Please explain what you understand to be the relationship between TfL and the bus operating companies and identify any challenges that TfL and bus operators may face in seeking to improve driving standards.

4% - MAXIMUM 4 PAGES OF A4









2. Processes and Quality Control

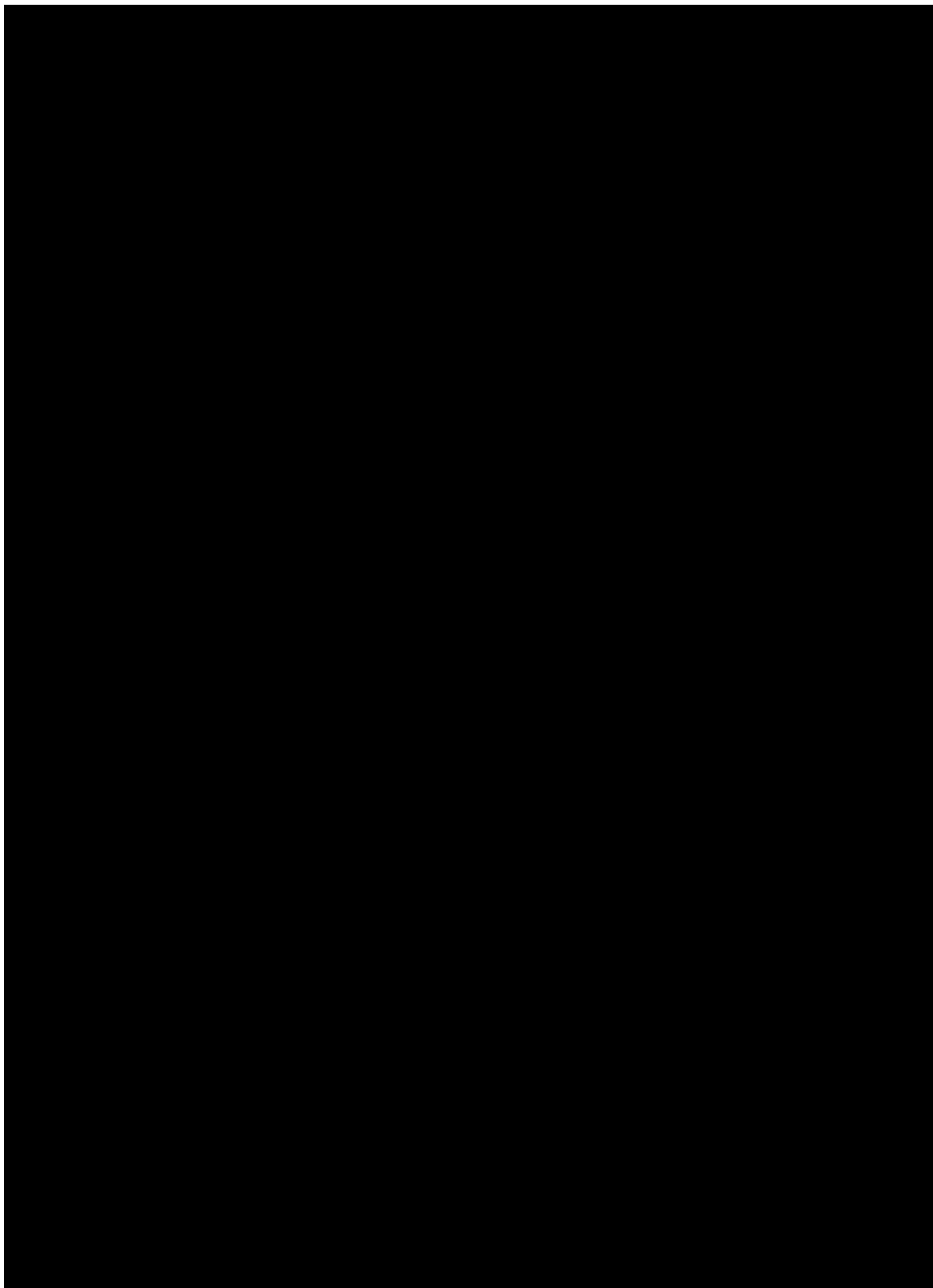
Please provide detailed descriptions of how all routine activities would be organised and carried out in respect to service delivery including:

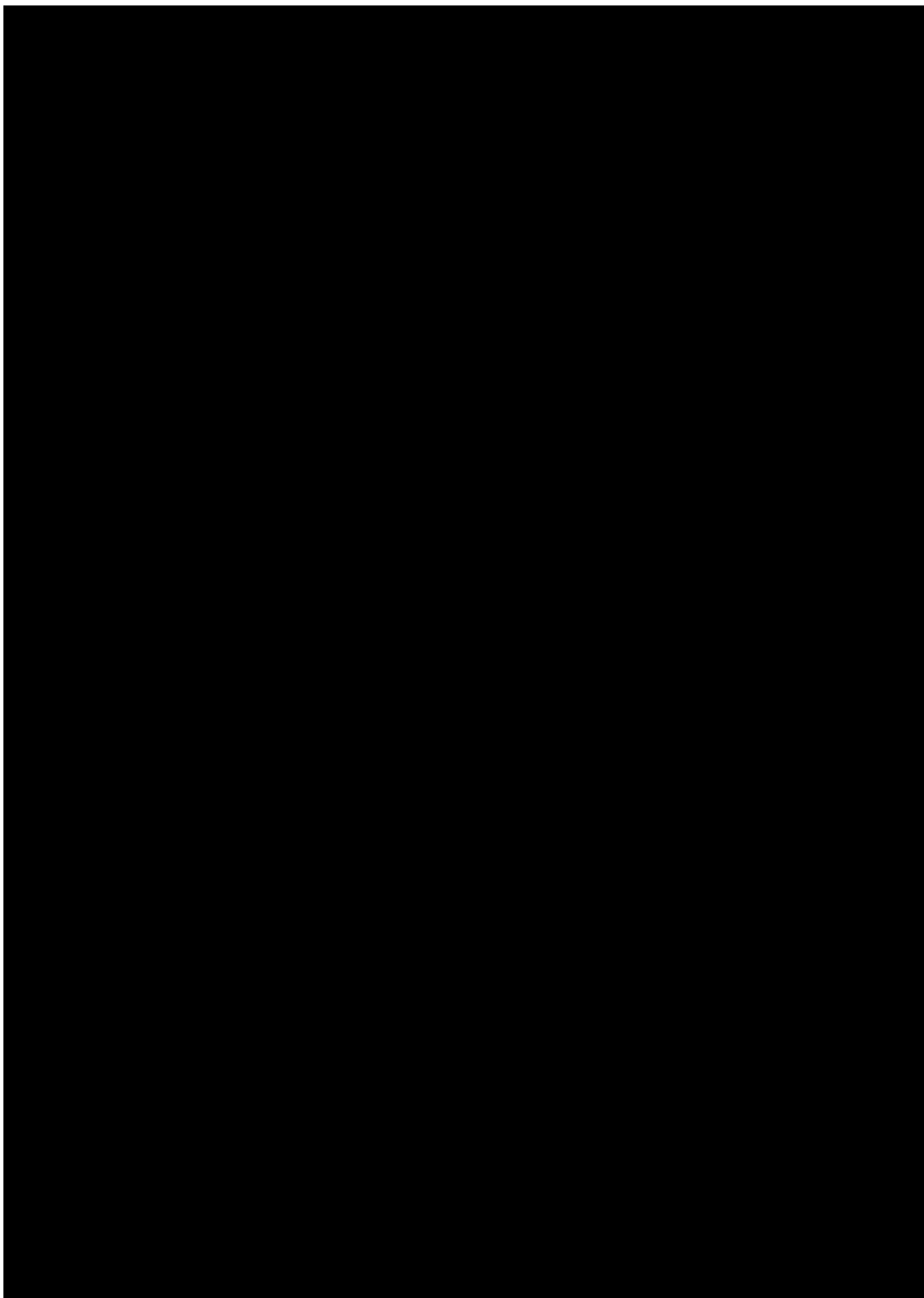
- description of proposed work planning and scheduling
- detail of proposed administration system(s) and support
- how the distribution of assessments will be planned and monitored
- details of a bespoke mechanism to manage quality control as detailed in Section 6.3 in Volume 2 of the ITN.

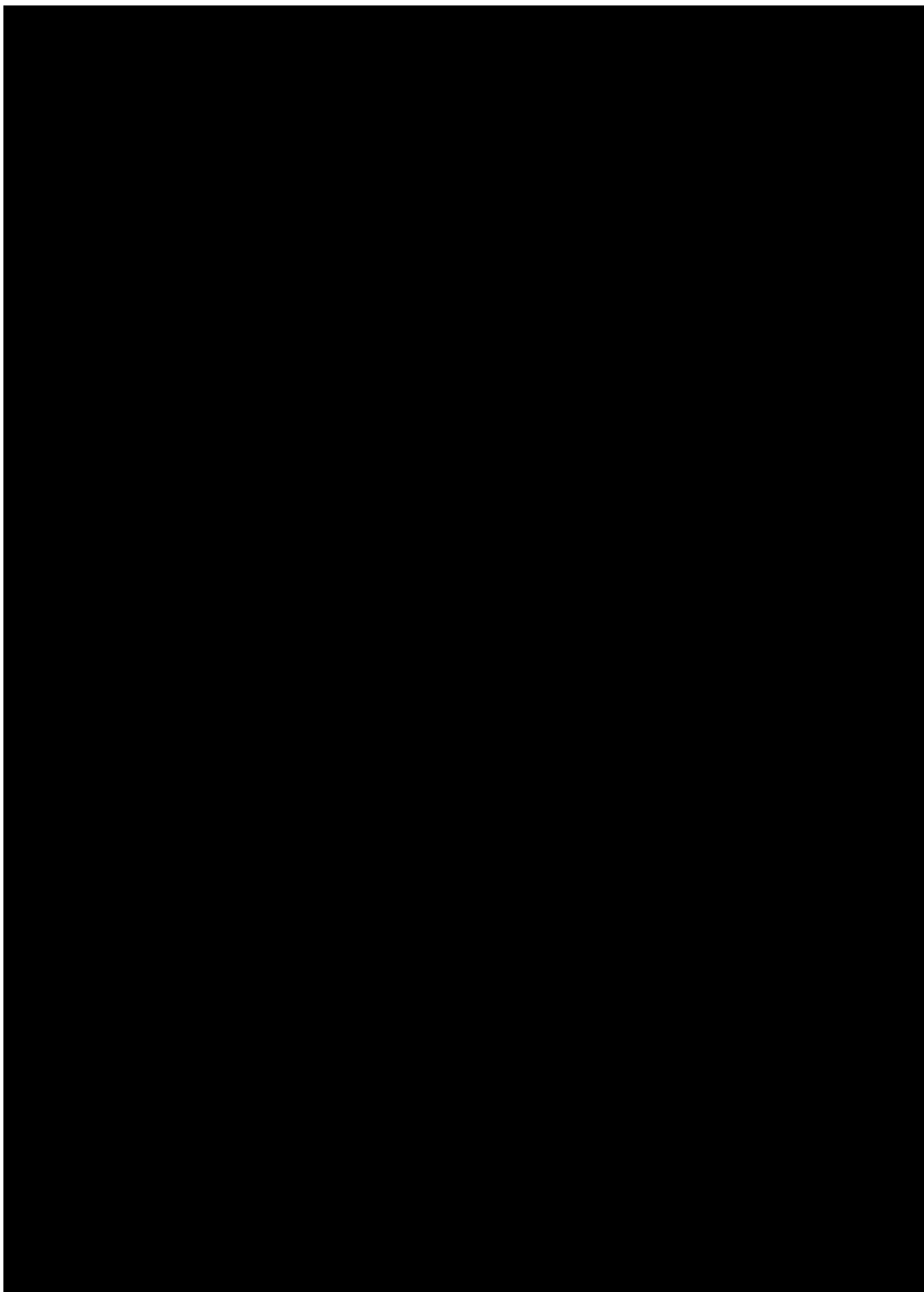
Please describe your approach to:

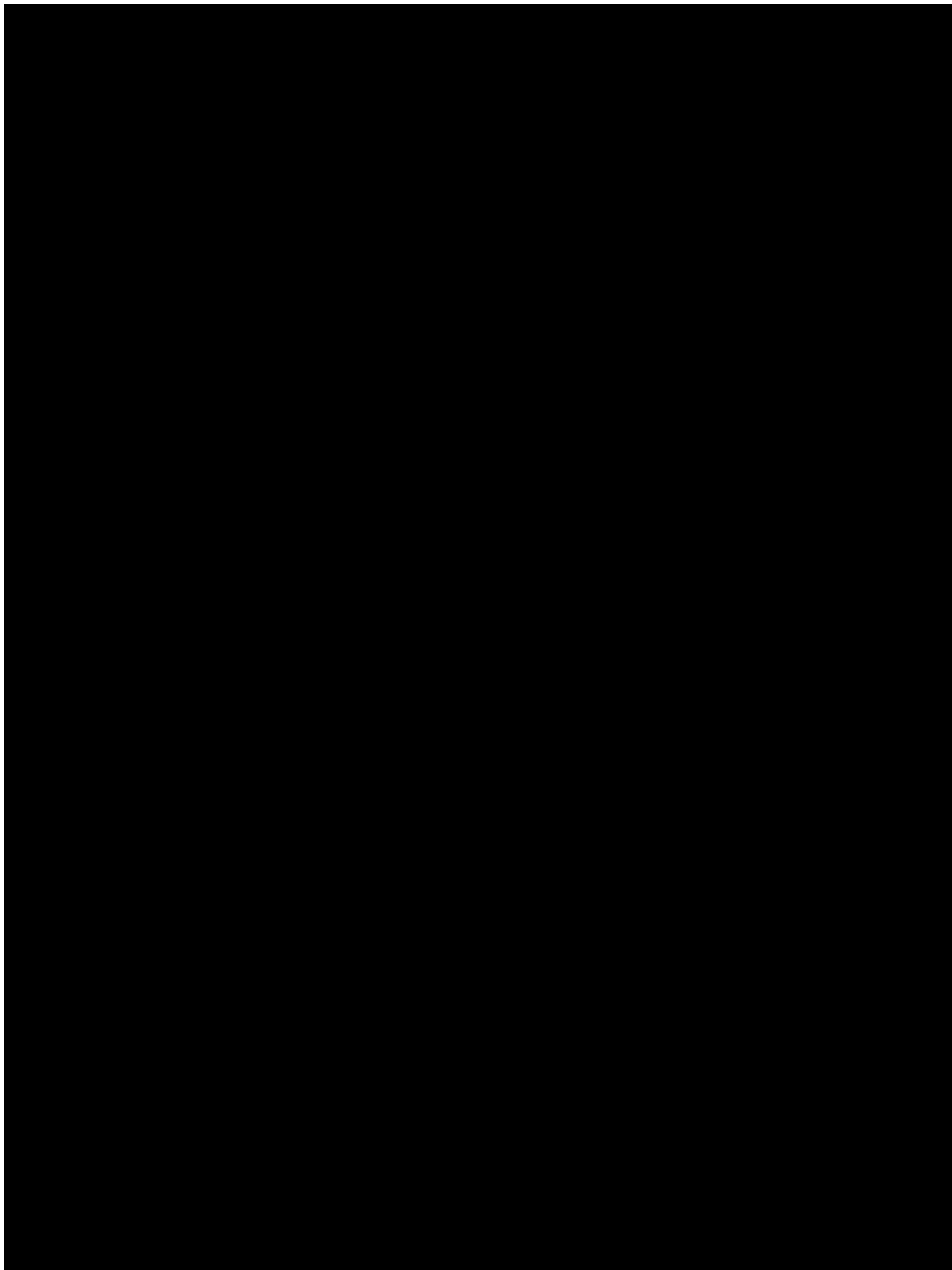
- Quality Control
- Complaints & disputes

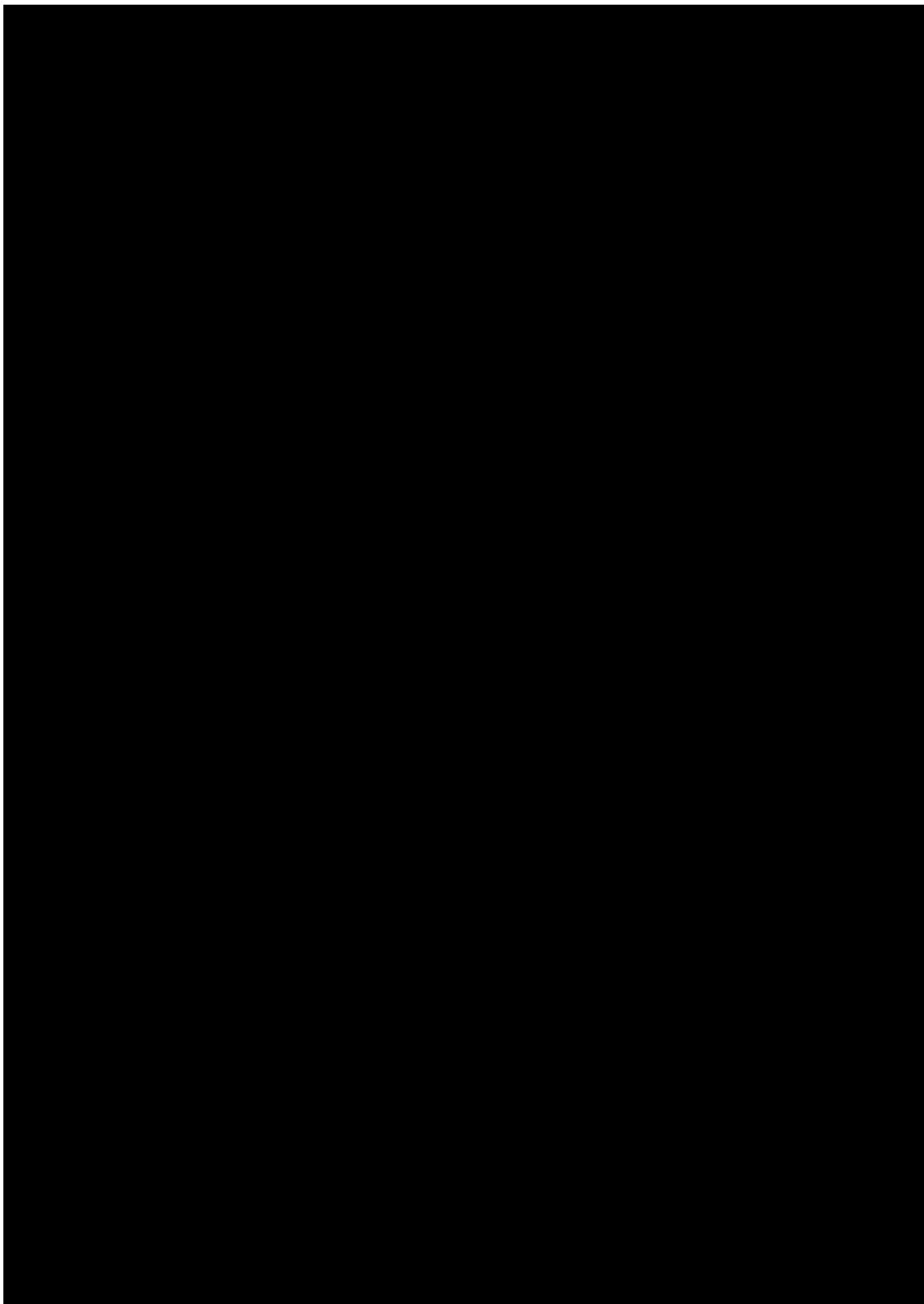
8% - MAXIMUM 7 PAGES OF A4

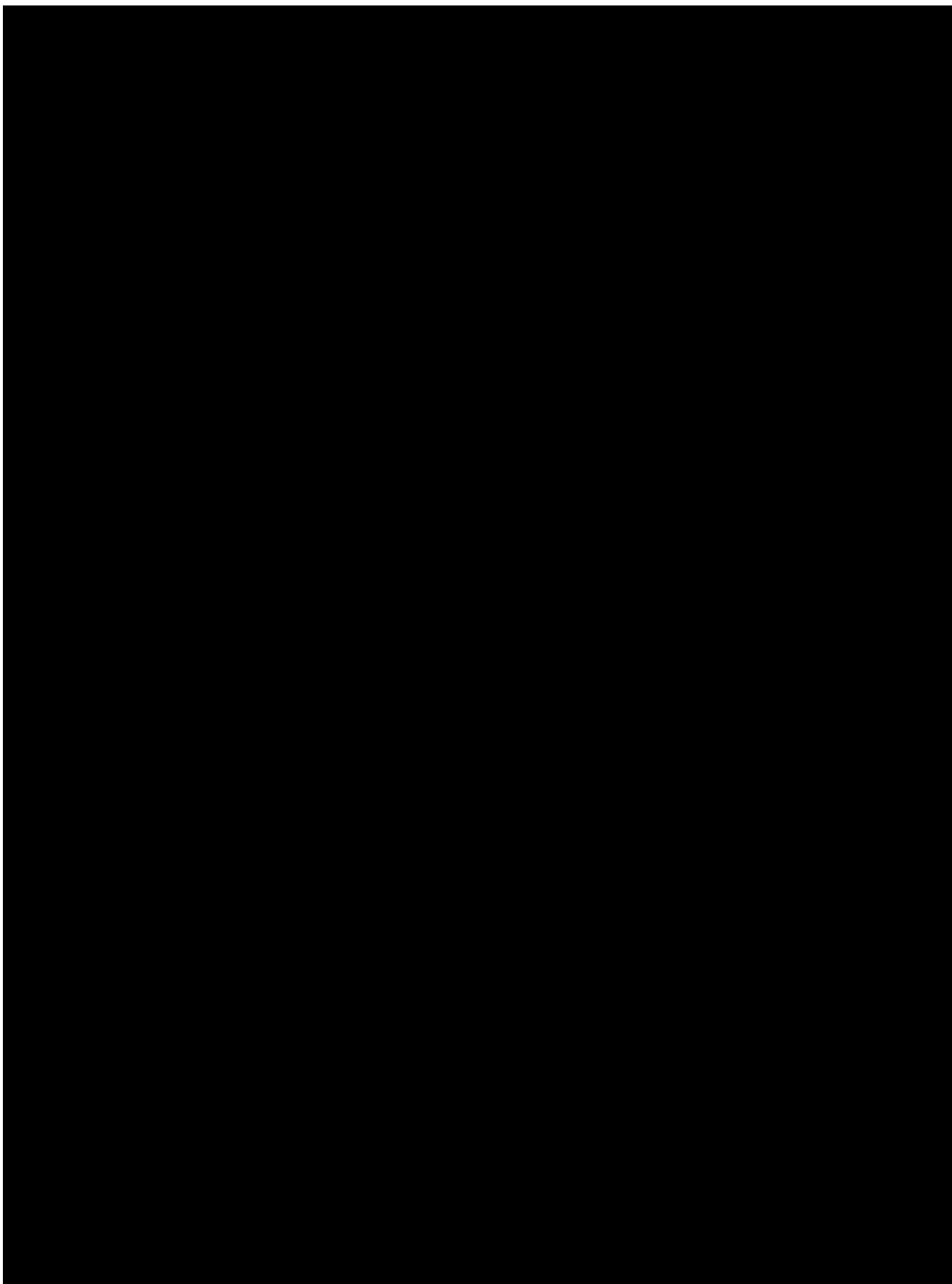


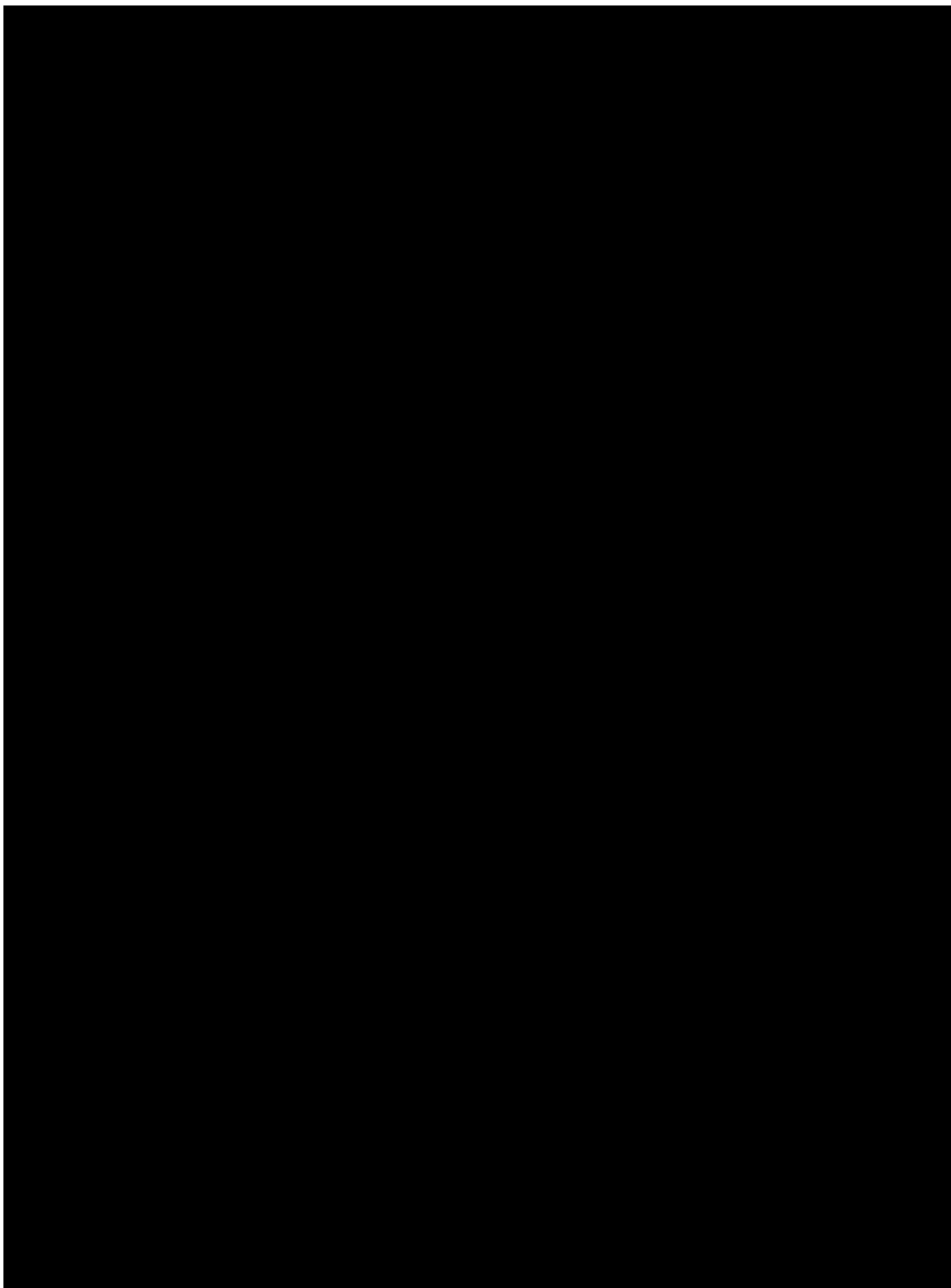












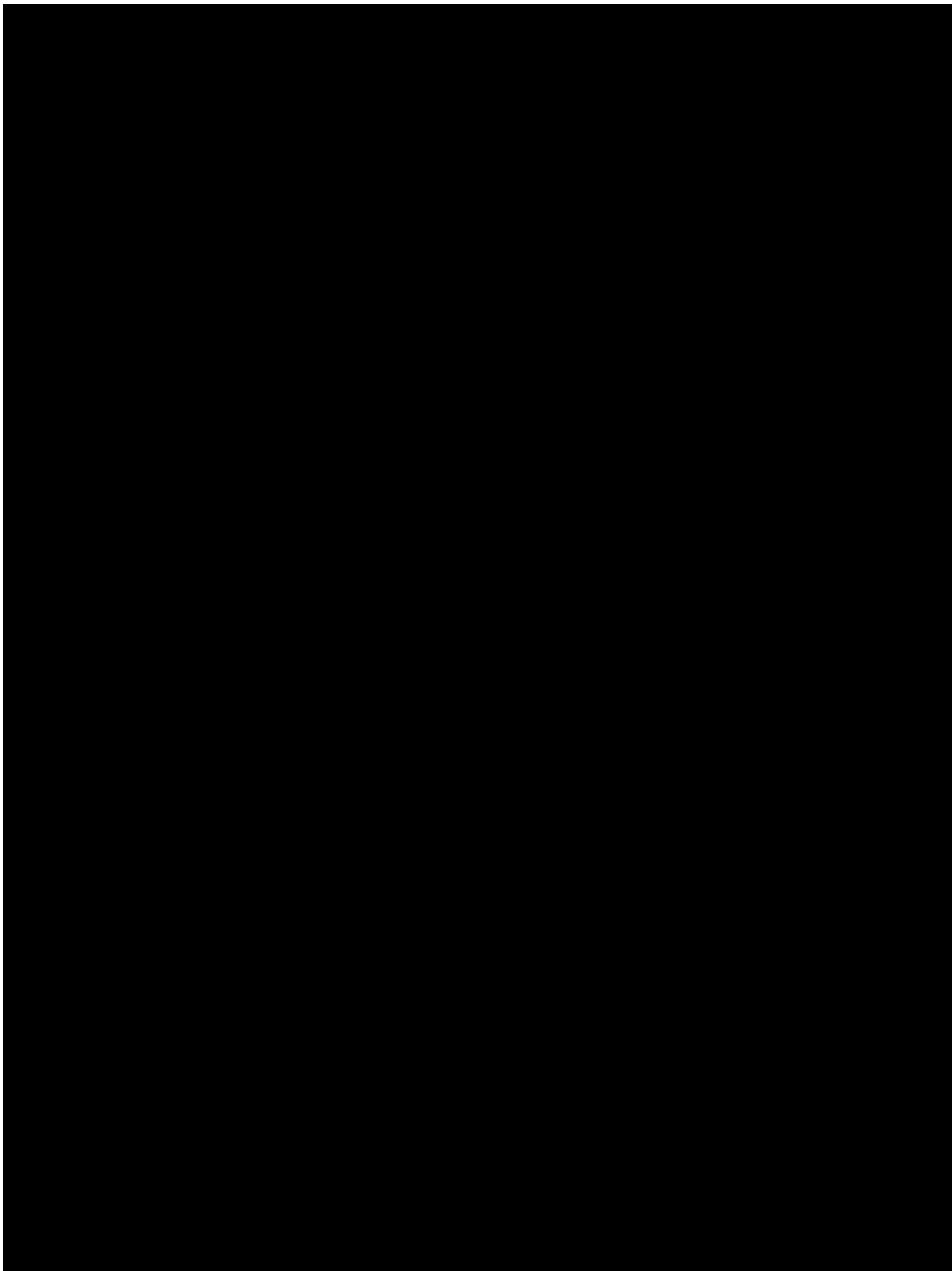
3. Staff Recruitment, Selection, Availability and Continuity

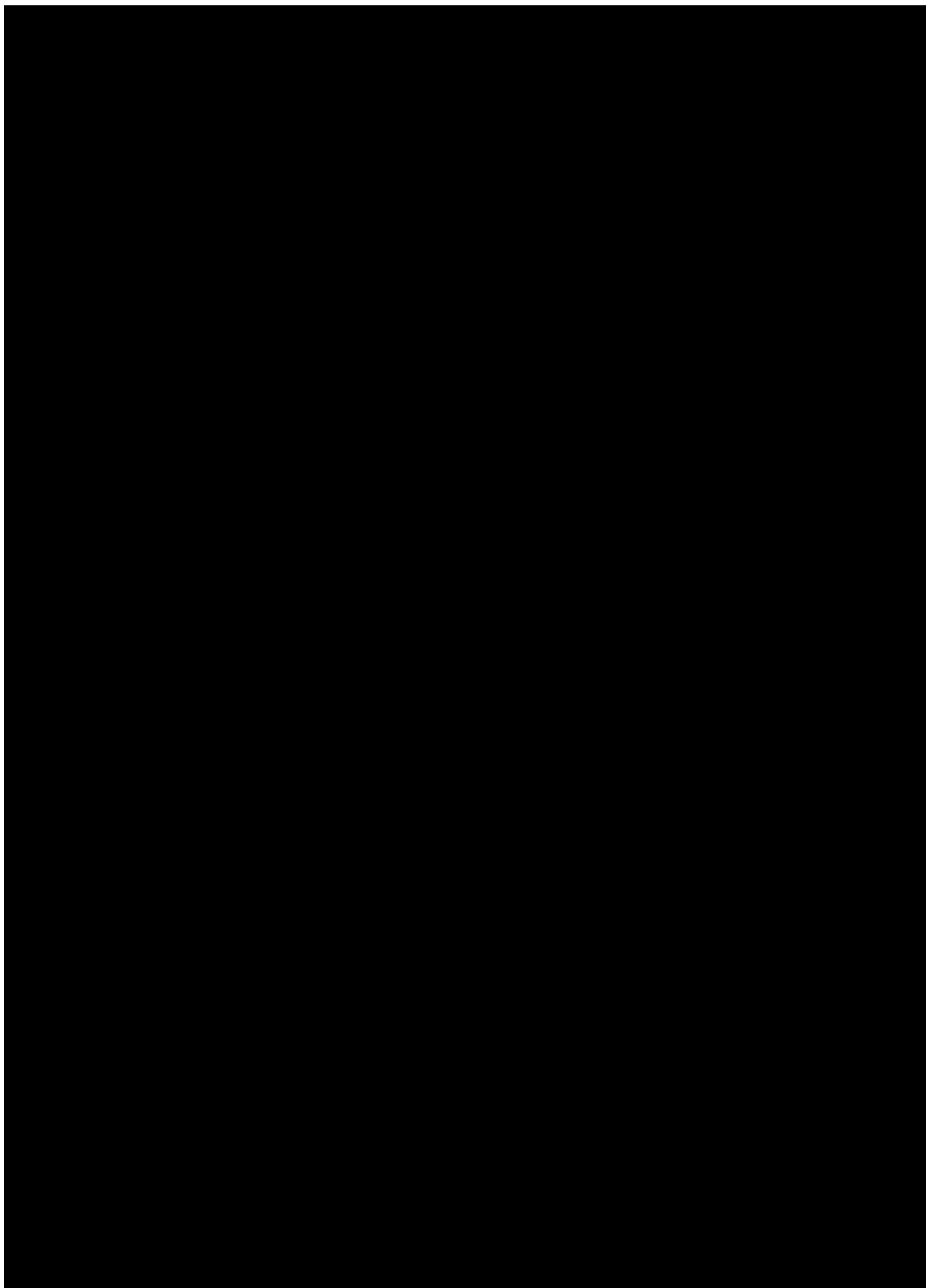
Please describe your approach to resource recruitment and selection and deployment for all staff (including any subcontractors) you plan to use for this contract in line with the requirements set out in Volume 2 (The Specification) including but not limited to:

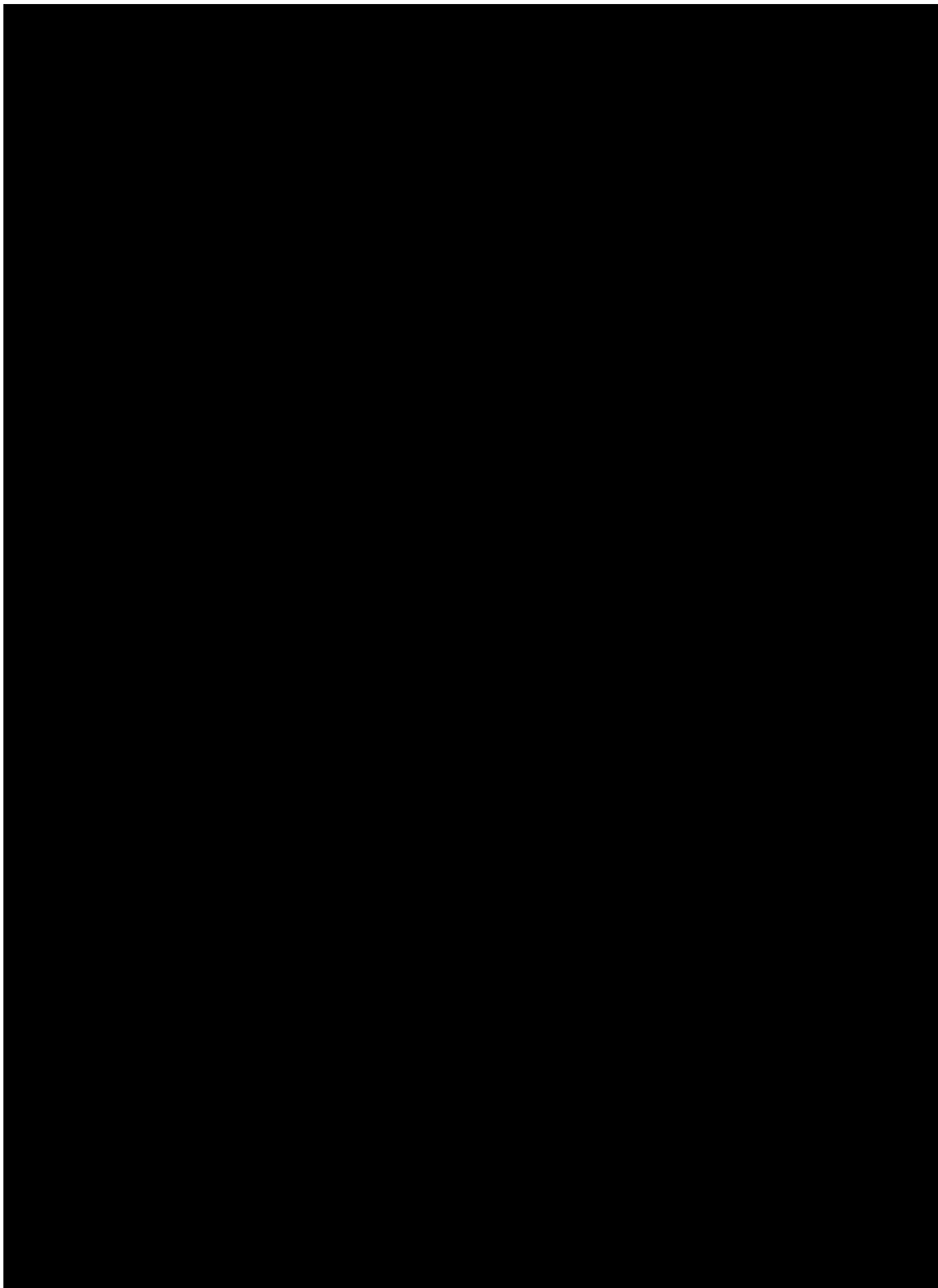
- an organisation chart showing the account management structure and reporting lines into senior management
- a breakdown of the number of DQM Assessors required to undertake the services
- what measures you shall put in place to ensure that required number of DQM Assessments are completed each month
- how you will ensure that selected staff have the relevant qualifications, skills and experience
- how you will ensure continuity of resources for the duration of the contract
- proposed structure for meetings and reporting

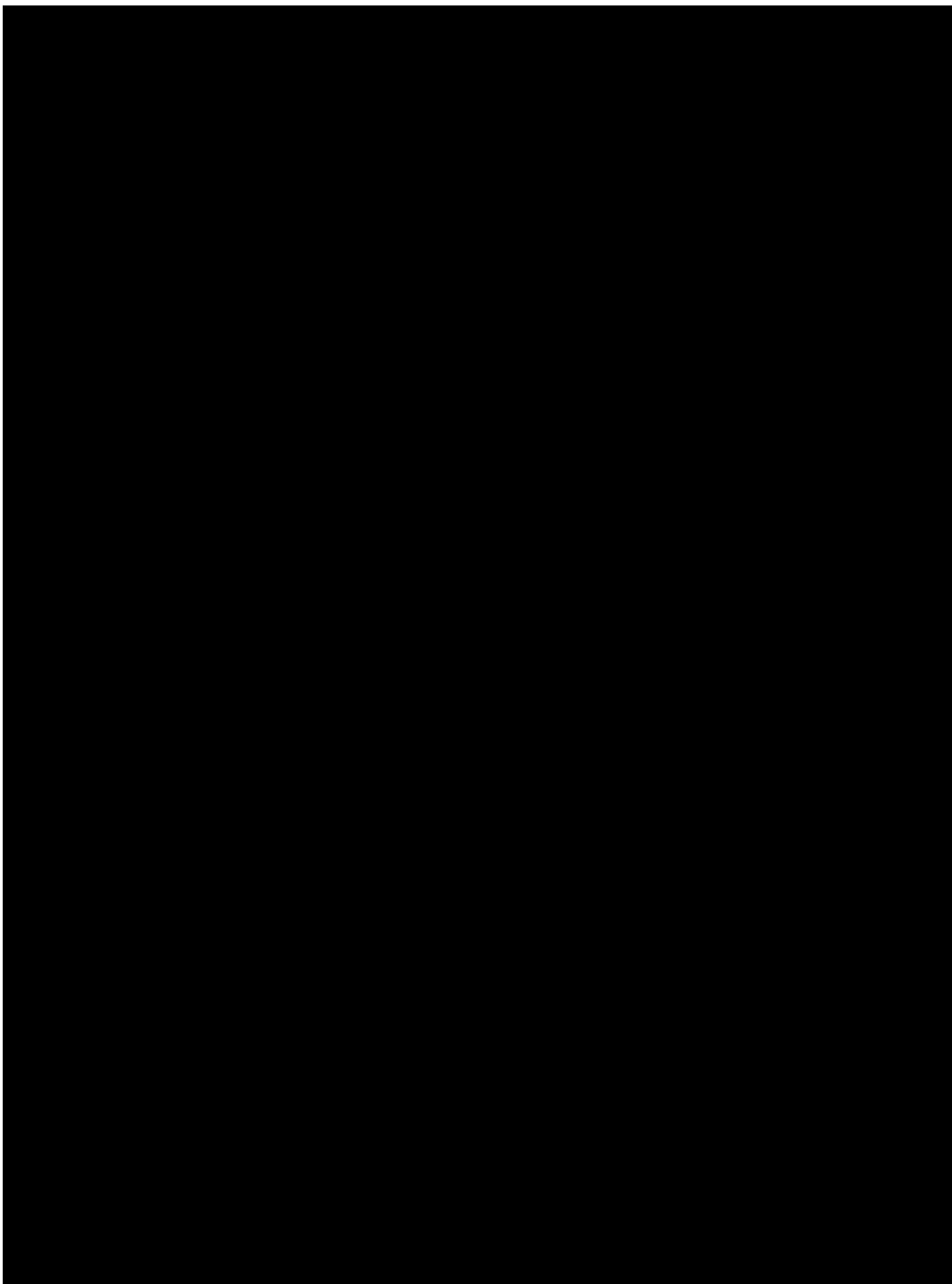
Please outline explicitly the processes you will use to identify, recruit, select and deploy subcontractors (if relevant) and highlight any differences between these processes and those you use for directly employed staff.

5% - MAXIMUM 4 PAGES OF A4









4. Approach to Upskilling and Continuing Development of Staff

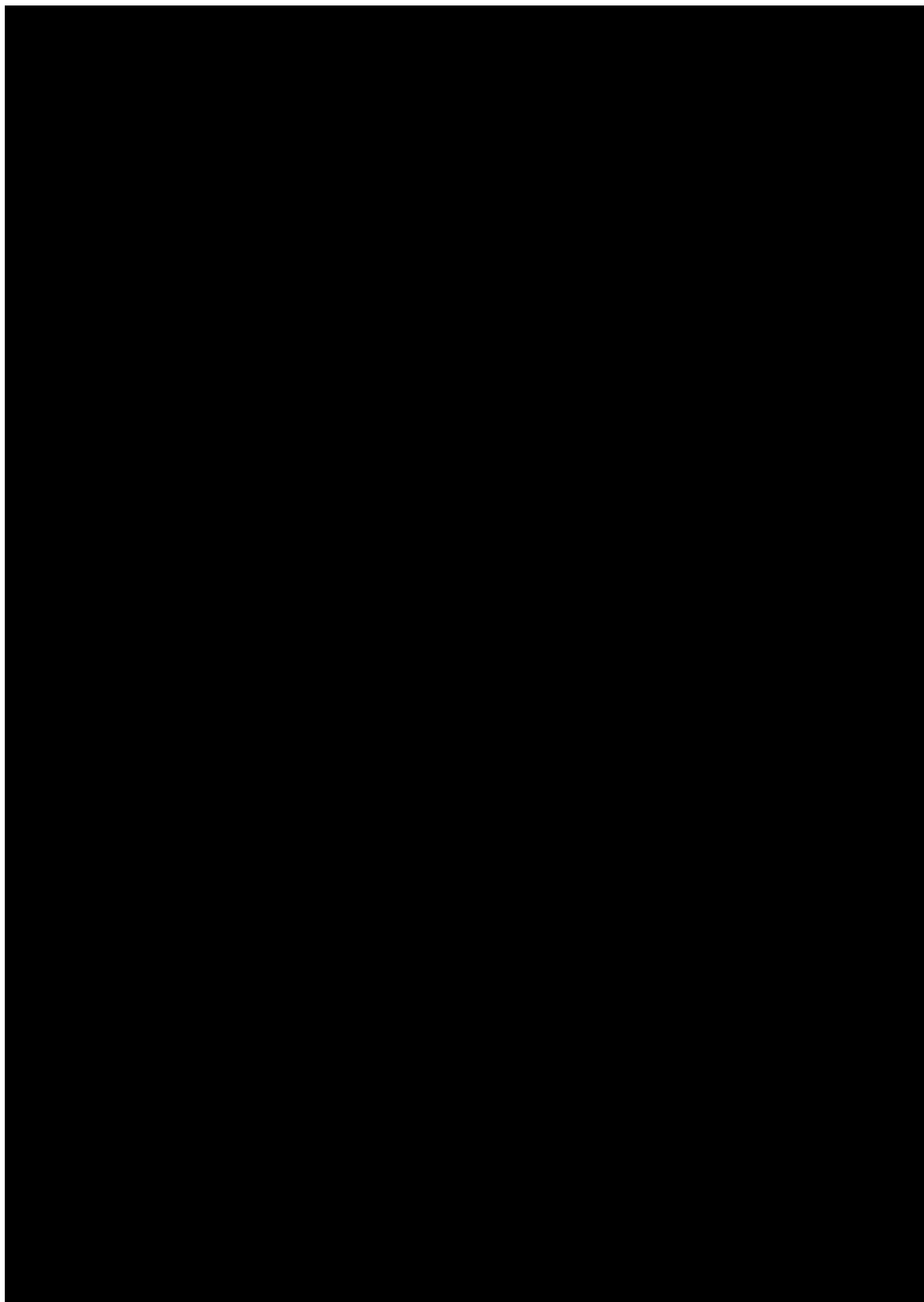
Please describe your proposed approach to training staff that will work on this contract. Bidders should demonstrate that their approach to training for both permanent employees and sub-contractors will meet TfL's requirements by providing details of their approach to:

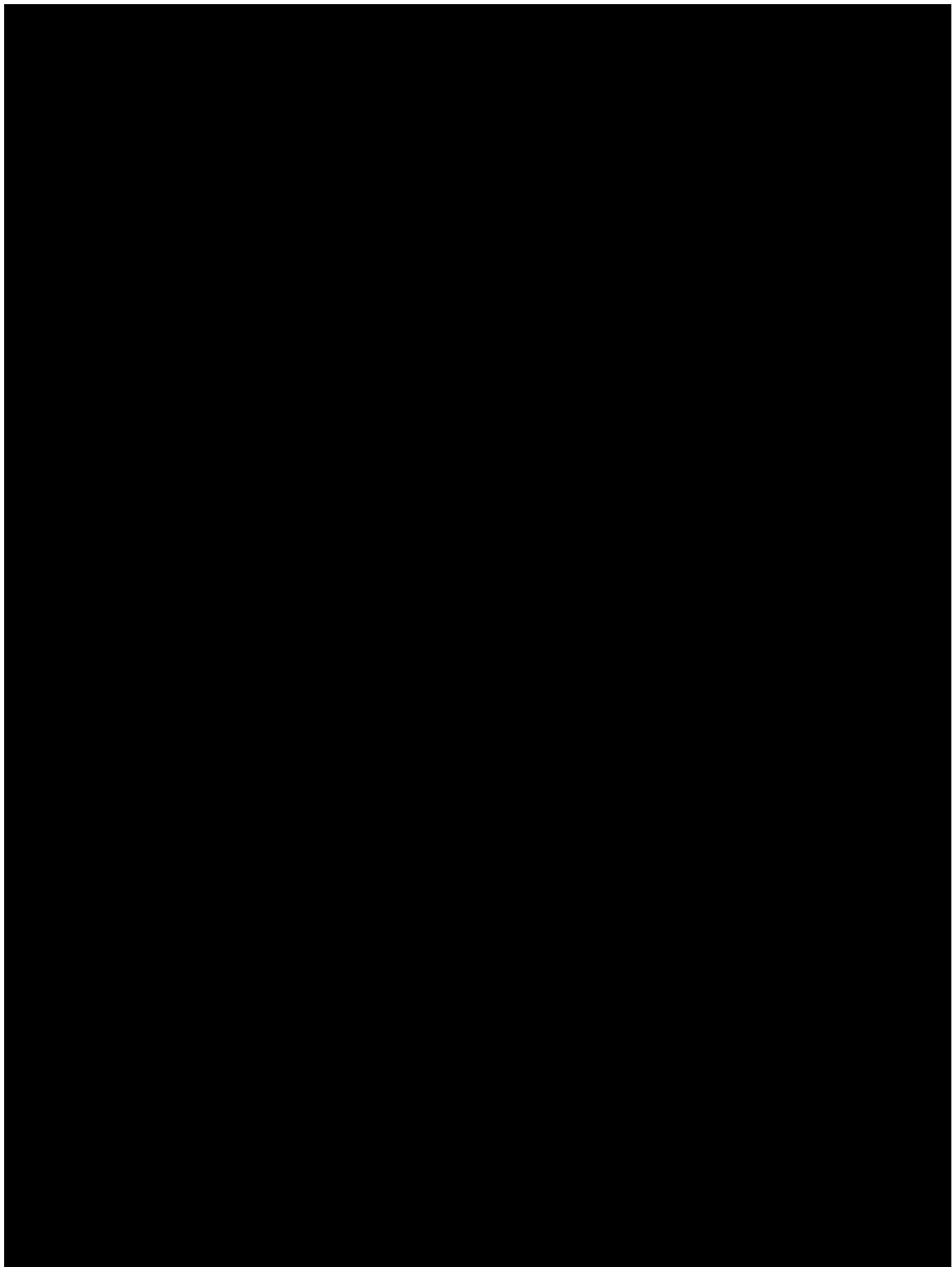
- **Induction training**
- **Health and Safety training**
- **Equality, Diversity and Inclusion training**

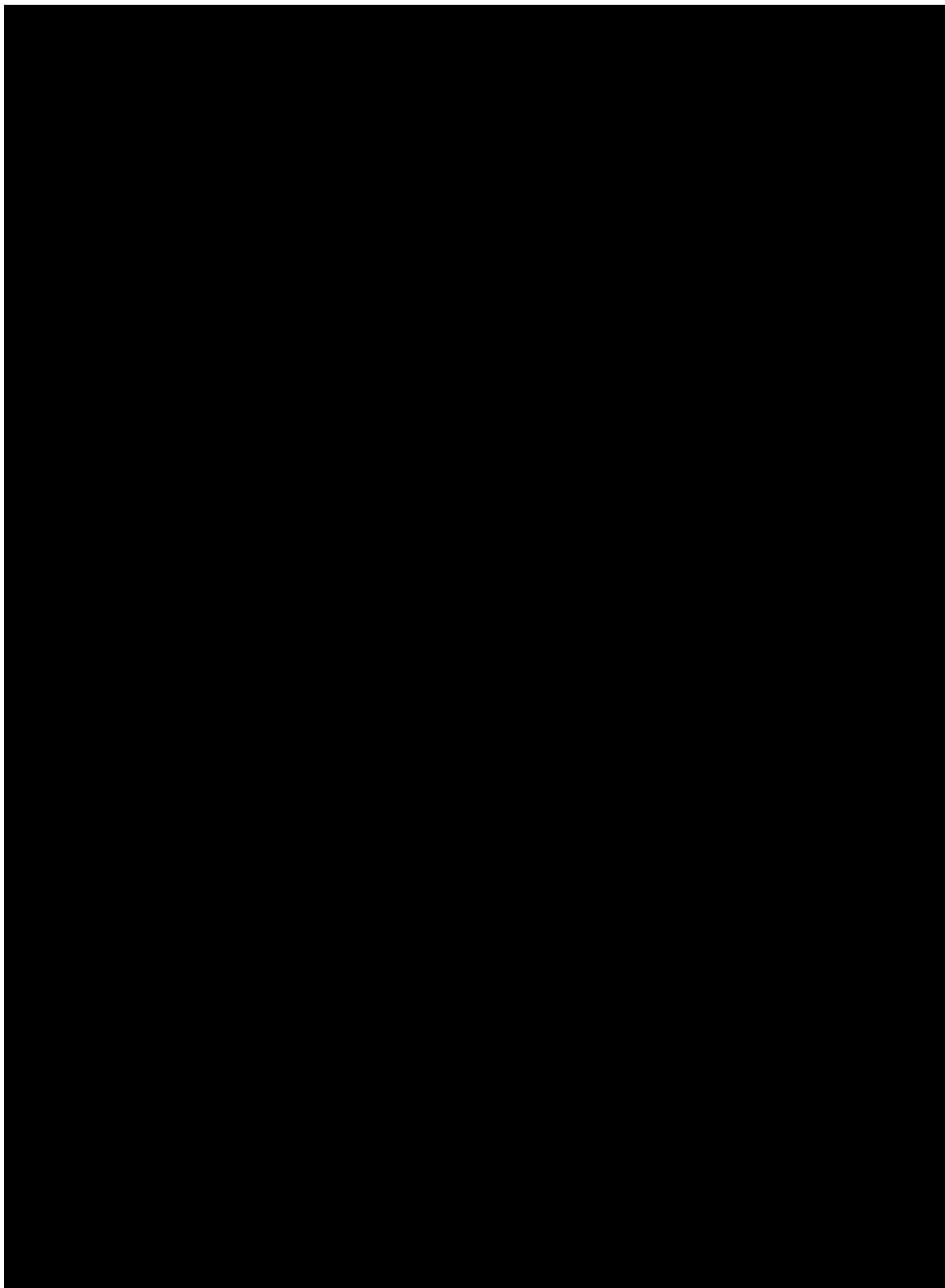
Please also provide detail of any proposed assessor training specific to this contract, including but not limited to;

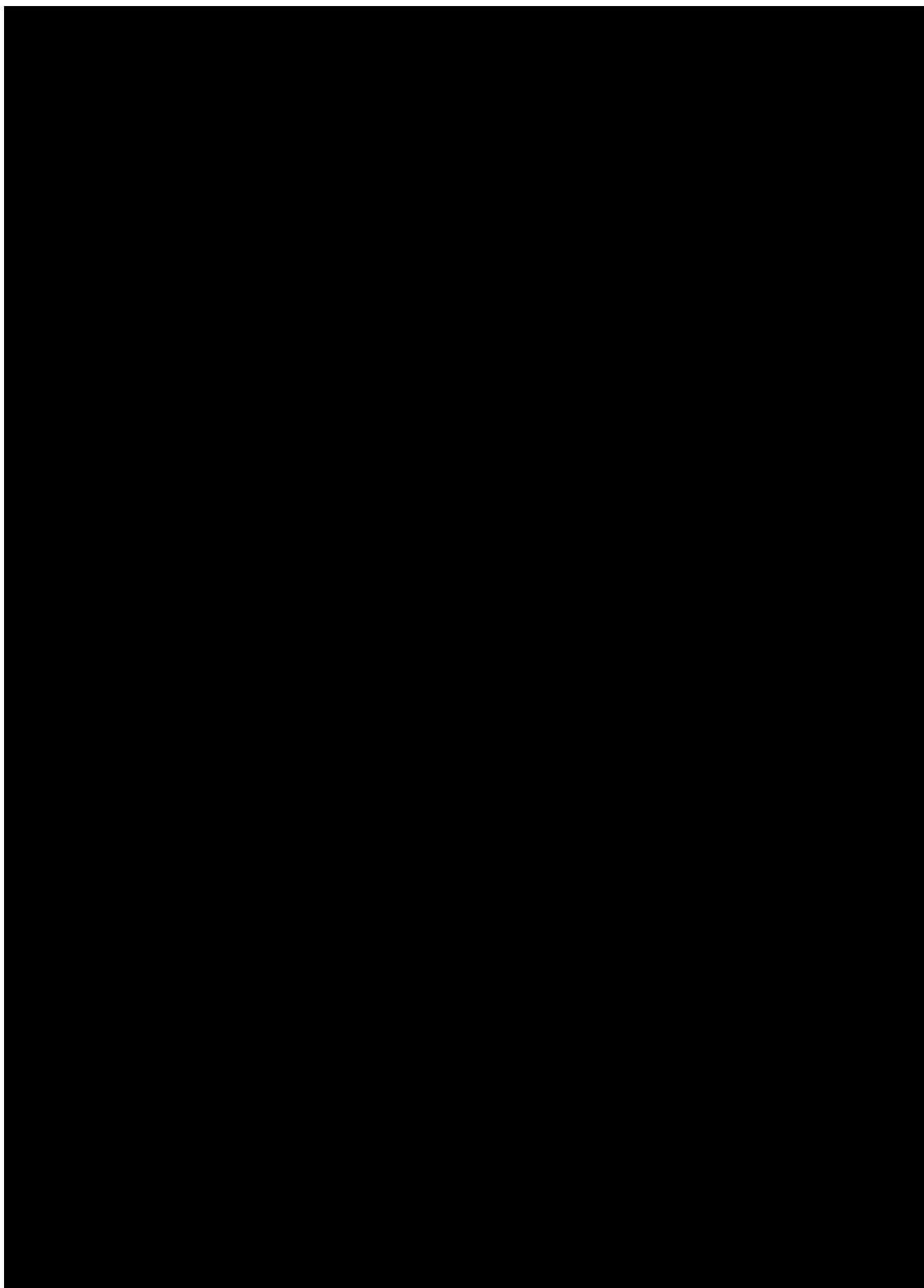
- **the ways in which you will ensure assessors understanding of DQM**
- **how you will ensure impartiality and consistency of assessments**
- **process you will put in place when assessors require additional development or support**

5% - MAXIMUM 4 PAGES OF A4







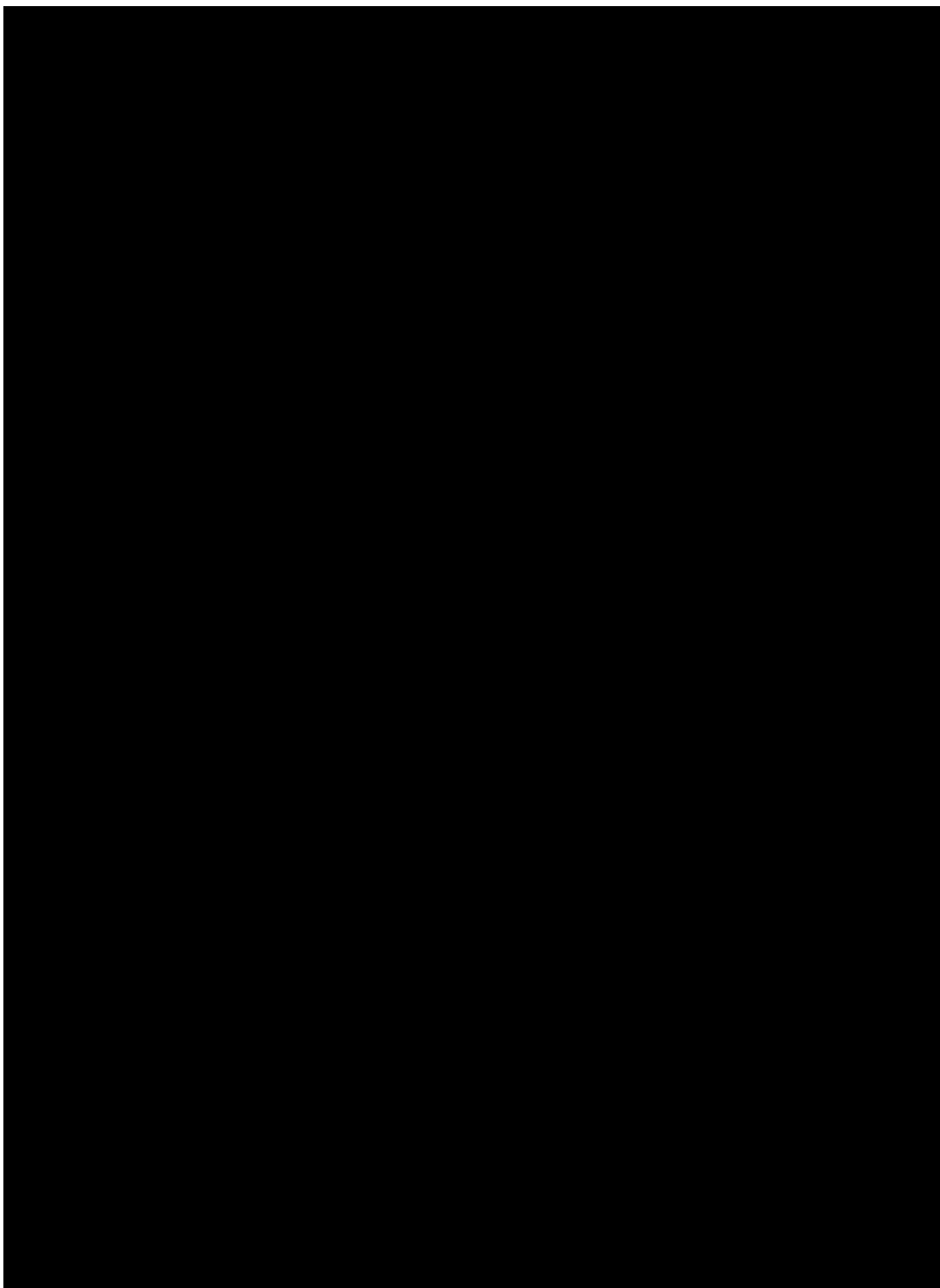


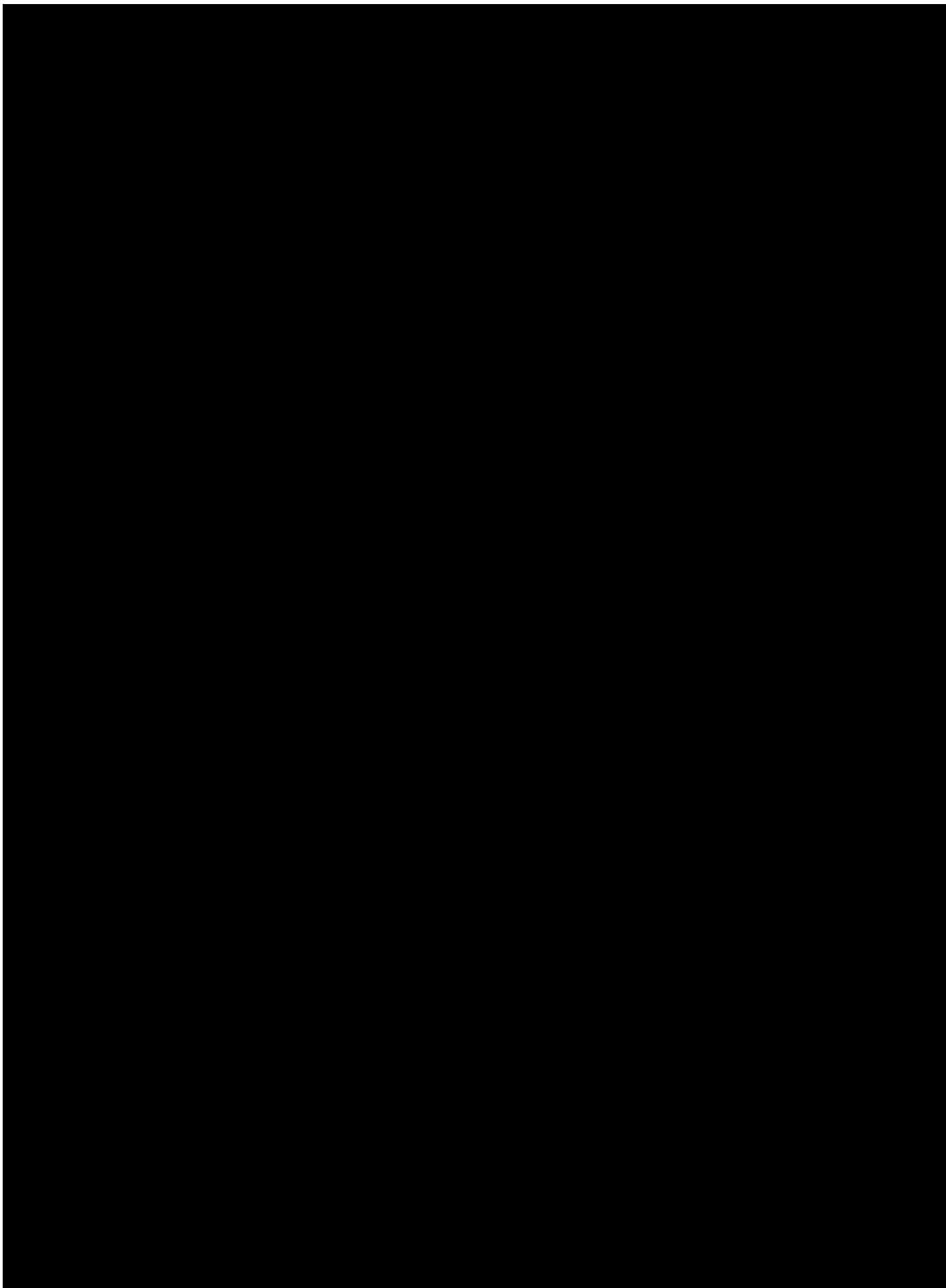
5. Skills and Experience of Proposed Personnel

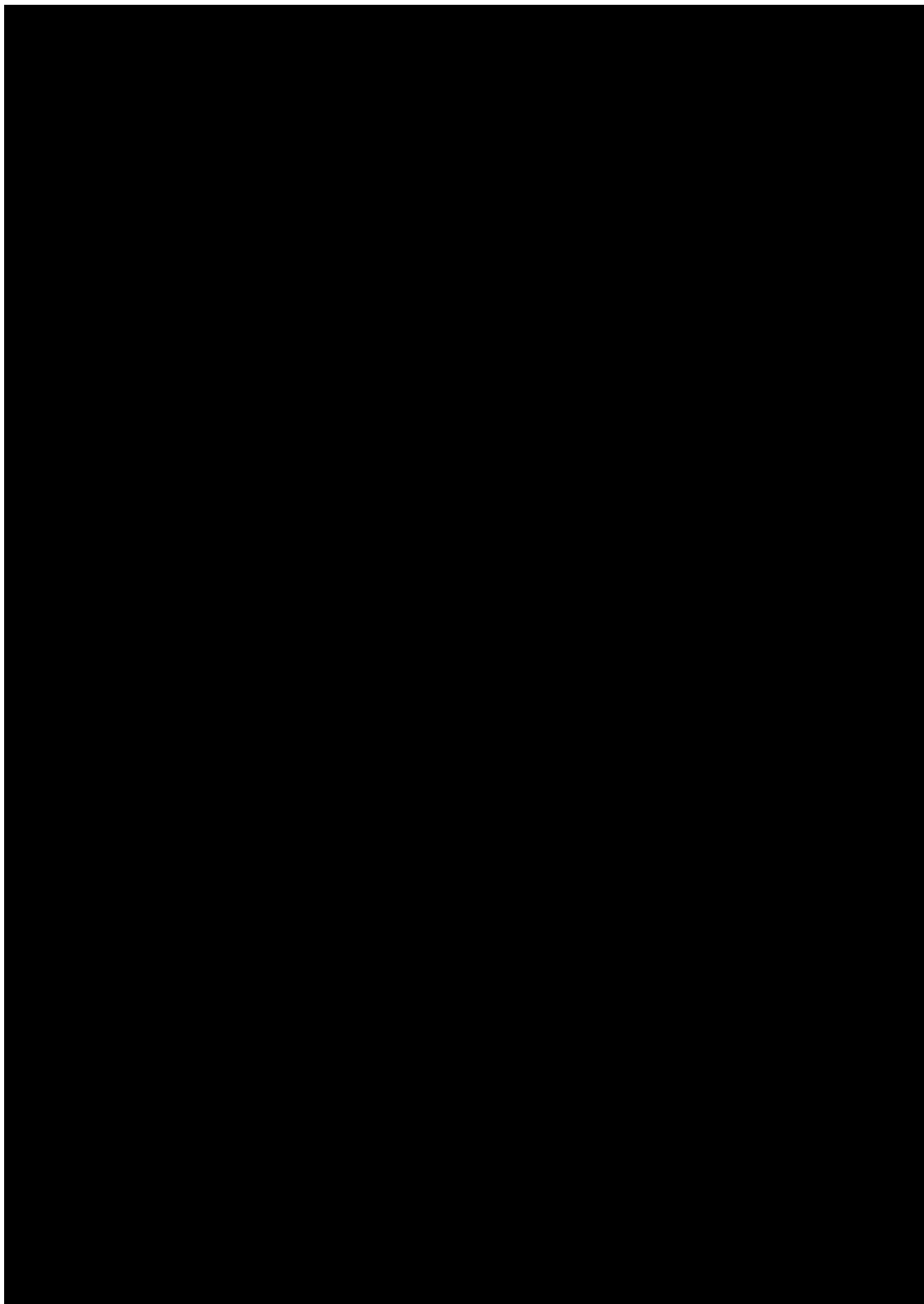
Please provide THREE CVs of the key personnel you are proposing to work on this contract, such as Account Manager, Lead Assessor and Technology Lead, which fully demonstrates your ability to provide coverage across the requirements. Each CV should include but not necessarily be limited to:

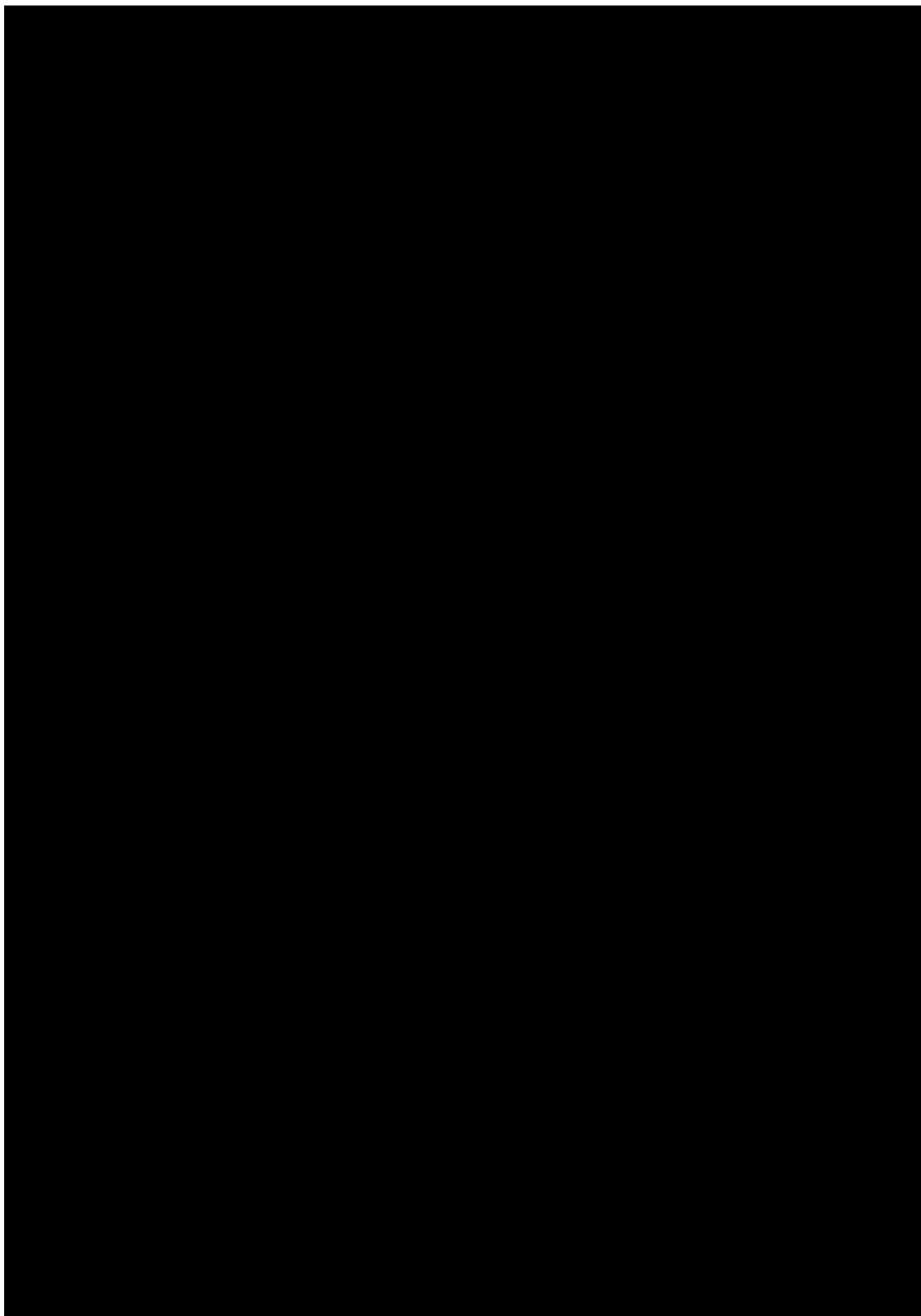
- a description of which elements the individual will deliver or manage;
- any specific qualifications or experience they hold relevant to delivery of the contract
- their previous experience of delivering similar programmes; and
- whether the individual concerned is a direct employee of your organisation or not.

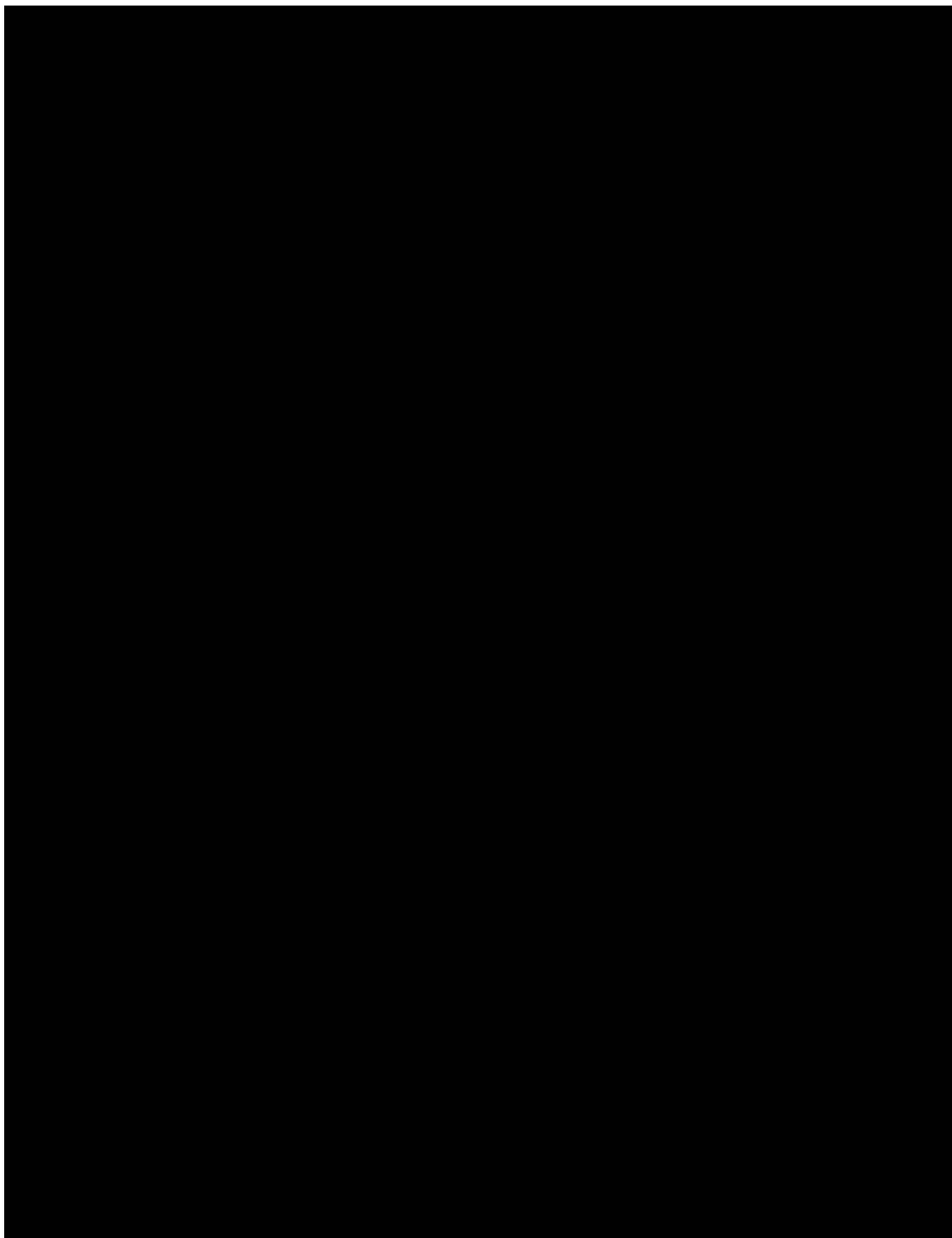
6% - MAXIMUM 8 PAGES OF A4 – 2 - 3 per CV

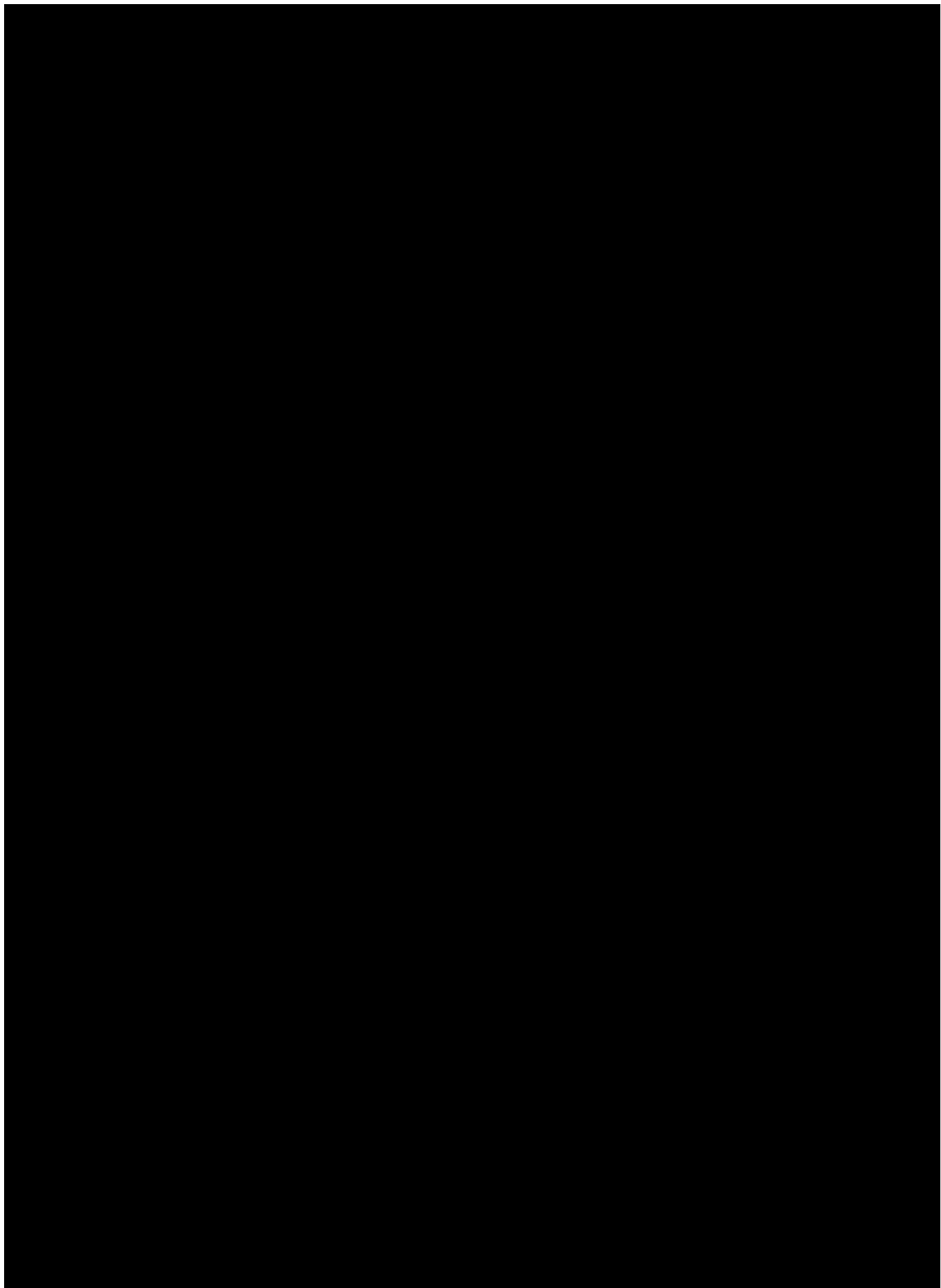


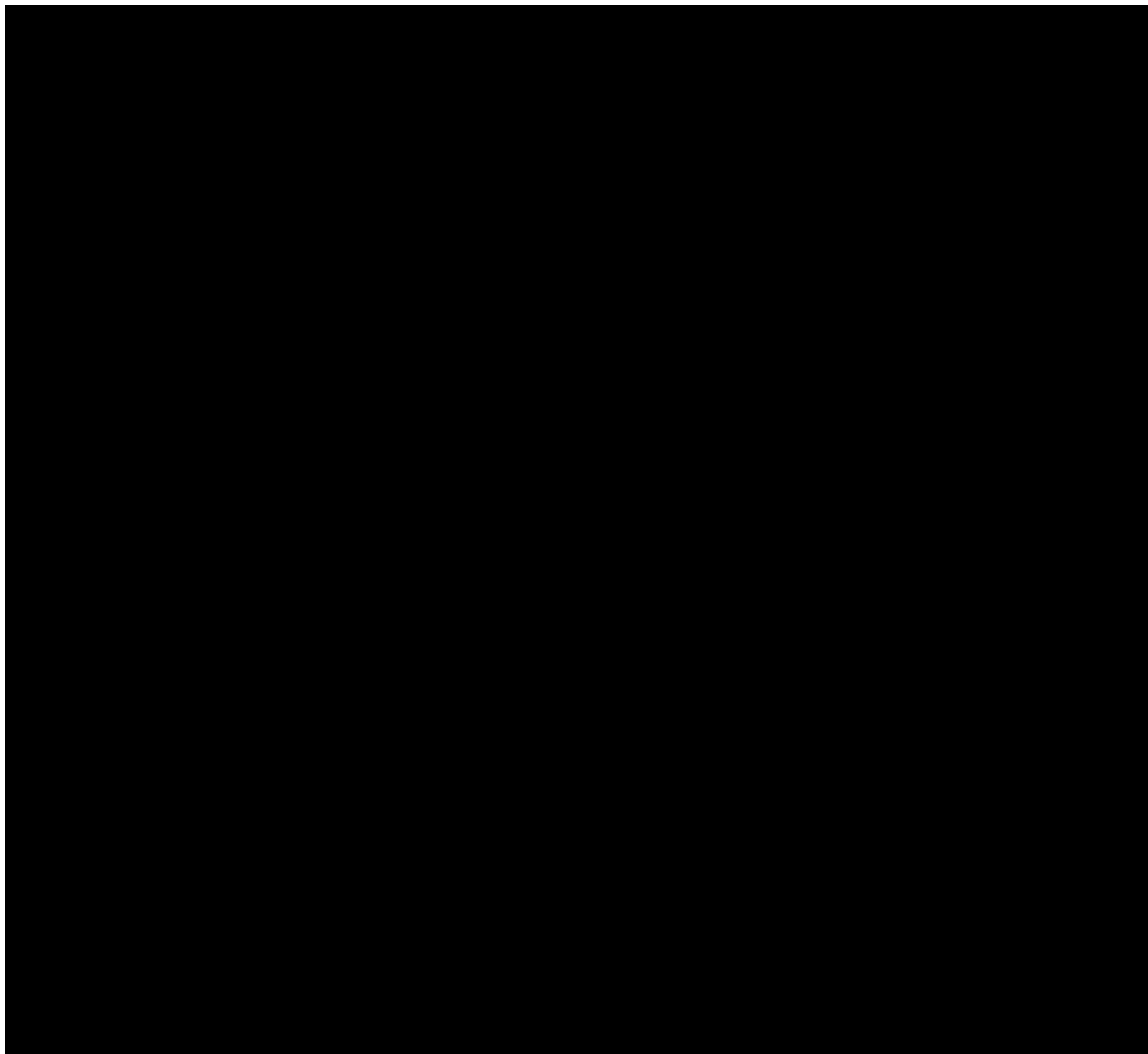












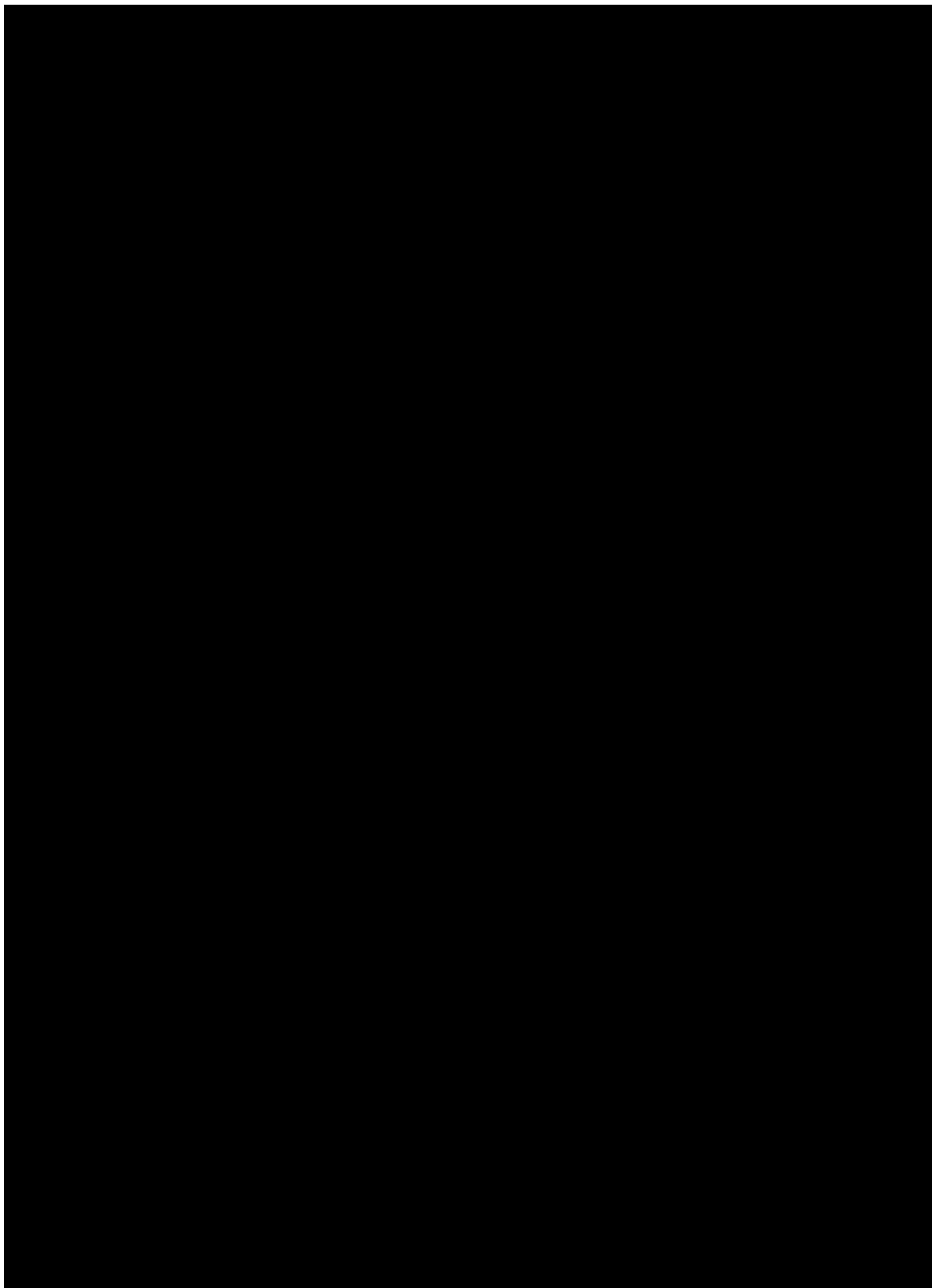
6. Implementation

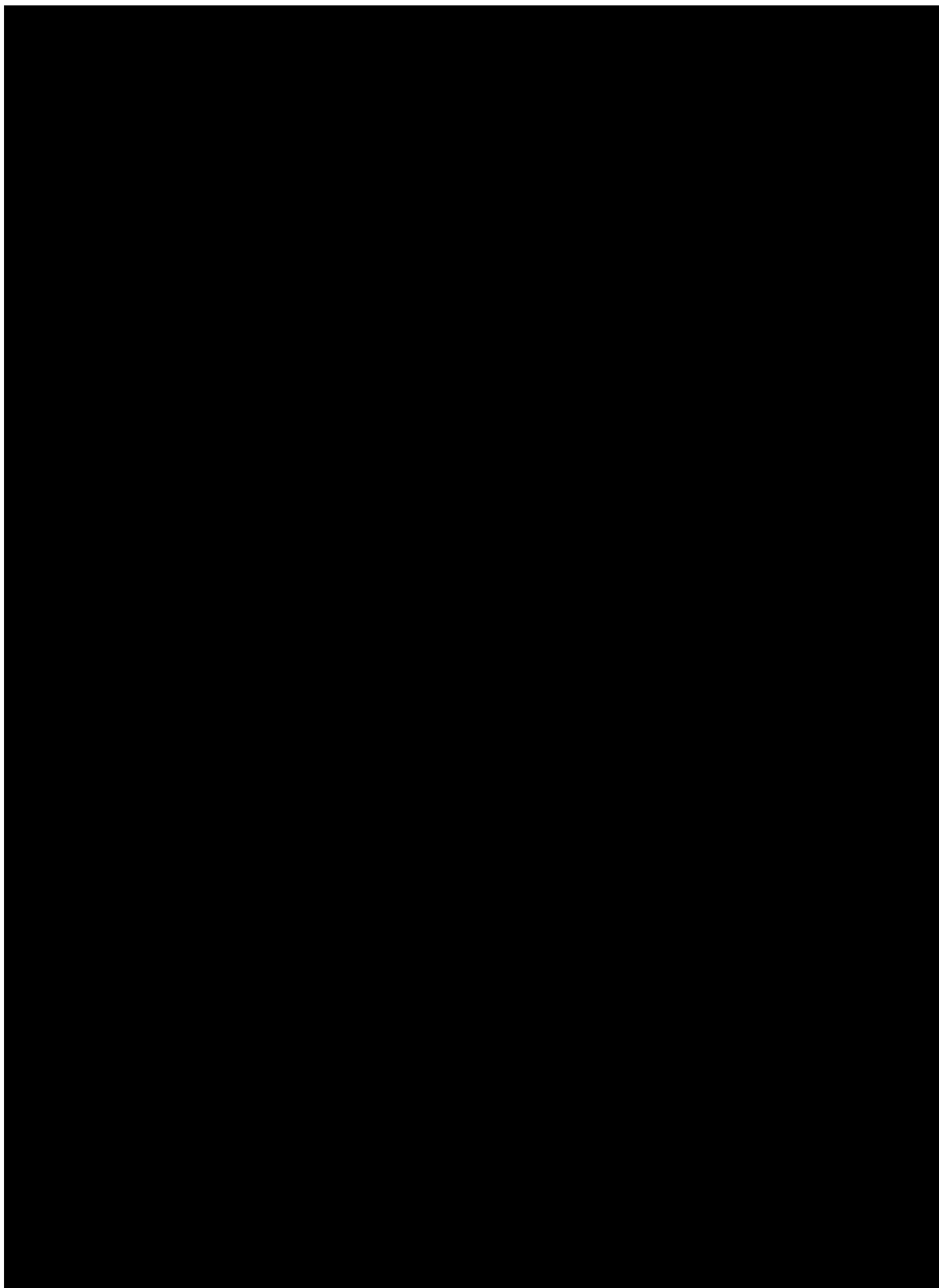
Please provide your proposed Implementation Plan. The successful bidder's Implementation Plan will ultimately form the commitments that will be monitored prior to operational commencement. The response should include:

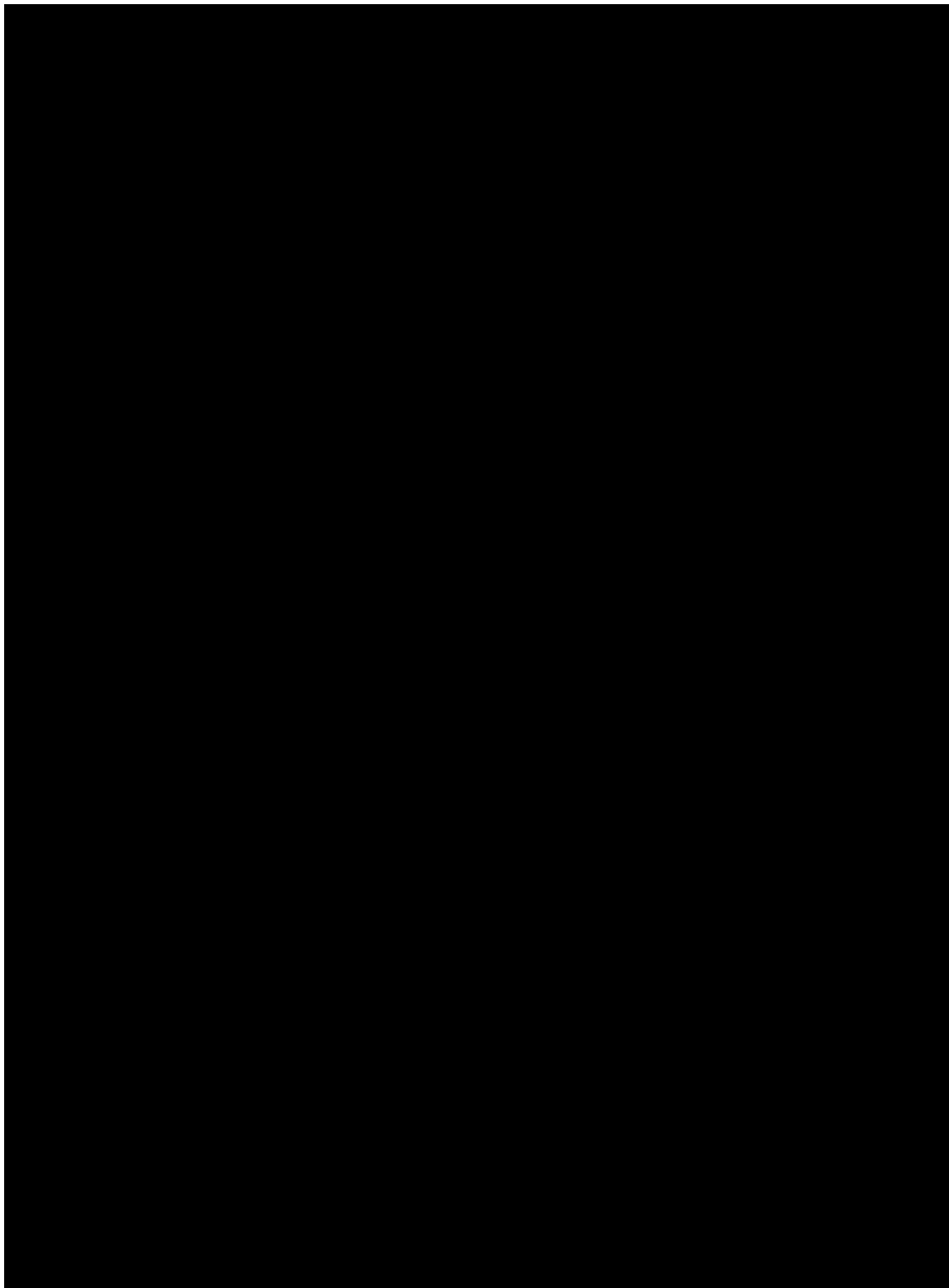
- a detailed listing and description of all activities to be undertaken by the Service Provider to prepare for takeover of operations from the existing Service Provider, covering the period from contract award until service commencement date (or beyond the service commencement date, if relevant)
- a project plan showing the above activities, their dependencies, duration and critical path for achievement of takeover within the specified period, and dates of significant achievement 'milestones' during the Implementation Plan period which would enable the Authority to monitor progress
- a Risks & Issues Register for the proposed solution, including proposed risk mitigation measures and any proposed contingency planning

Please include an initial mobilisation plan outlining the timescales and resource availability at the start of the contract.

7% - MAXIMUM 5 PAGES OF A4





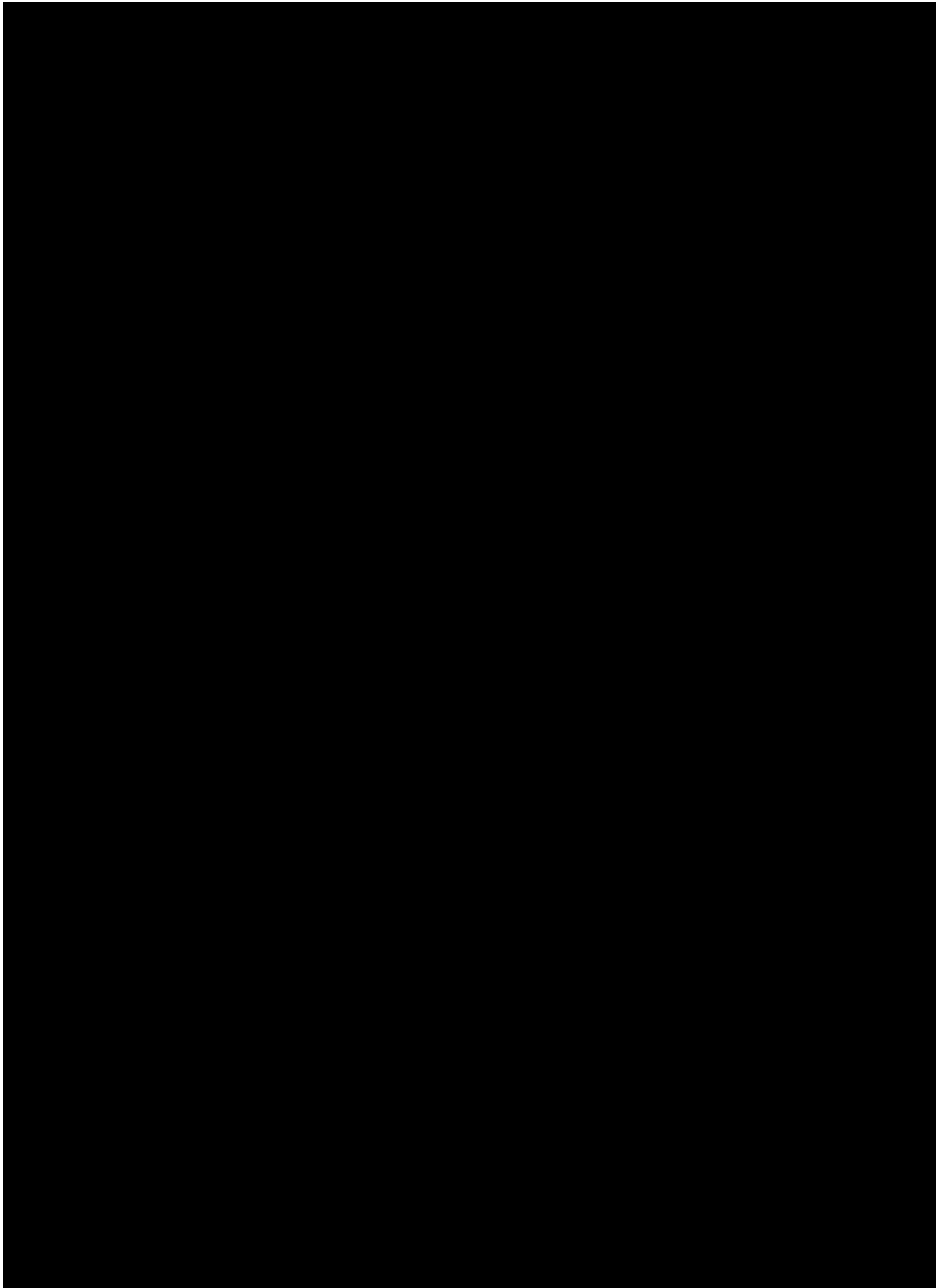


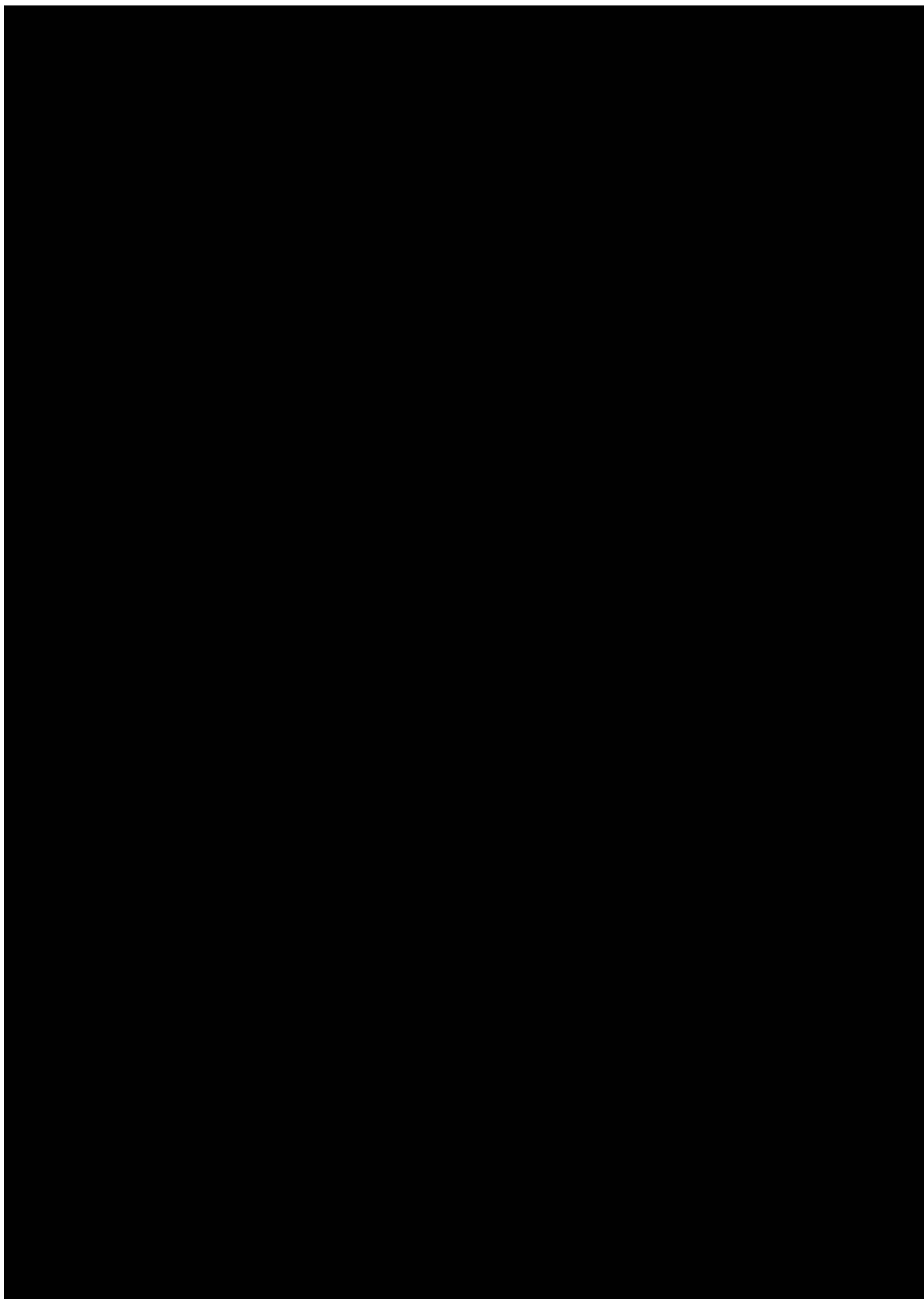
7. Approach to Web Based/Mobile Application Design and Development

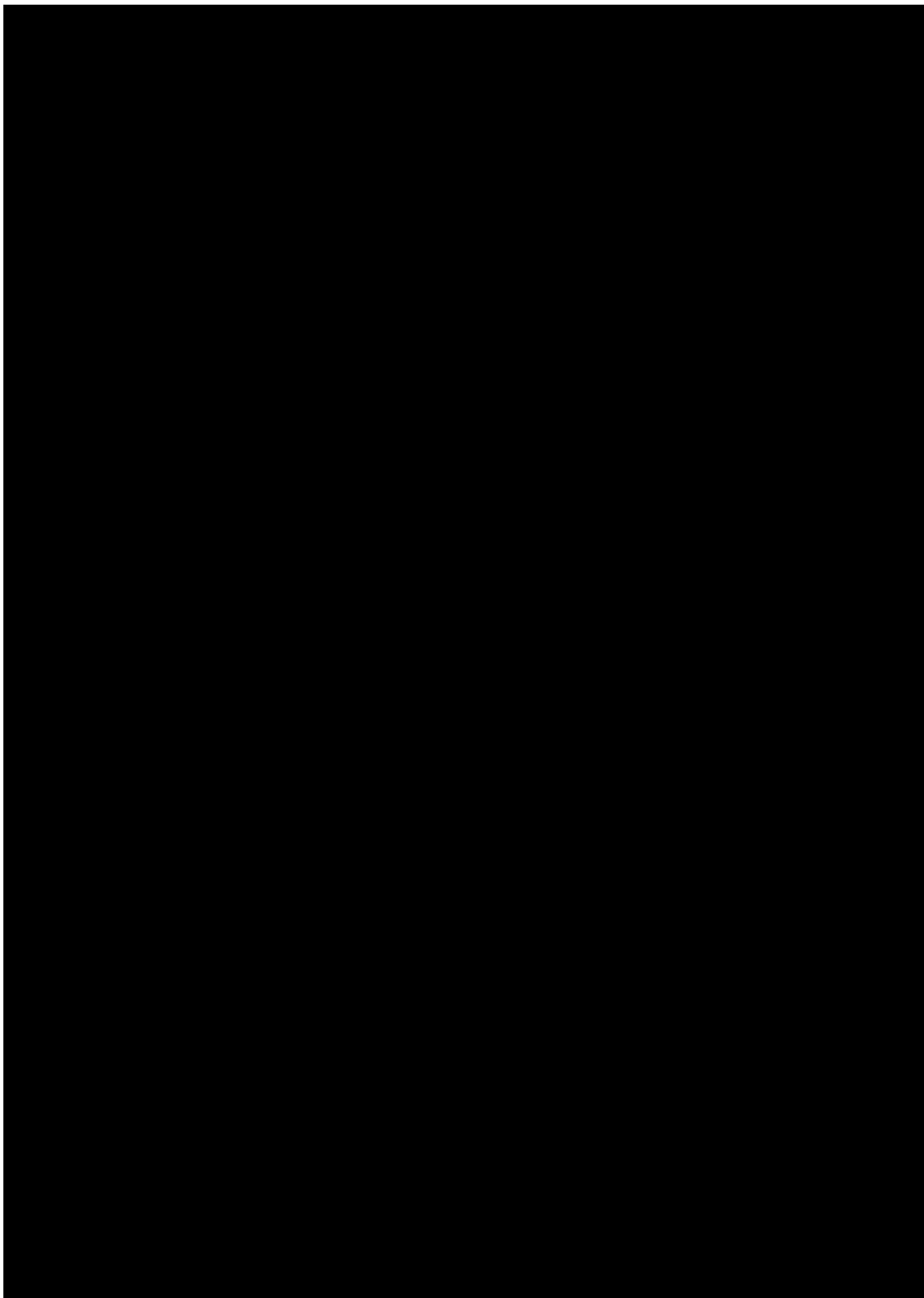
Please describe the system(s) that you will use to record assessments and upload completed assessments to the database. This should include but not be limited to;

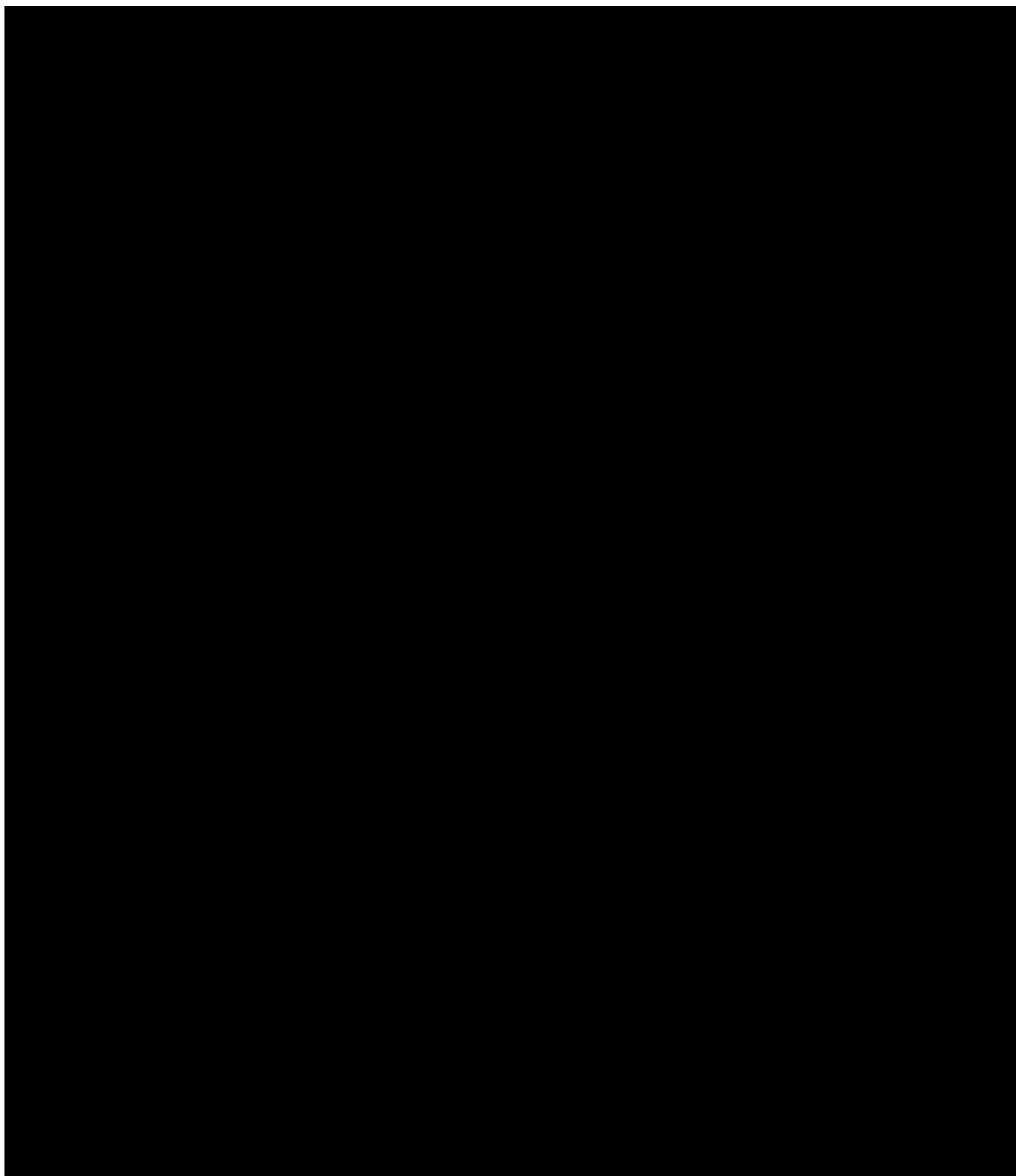
- **a detailed description of the system(s) you intend to use and how they satisfy the service requirements detailed in the specification**
- **the mechanisms and processes that are in place in the event of system failure to ensure continuity of service.**

6% - MAXIMUM 4 PAGES OF A4







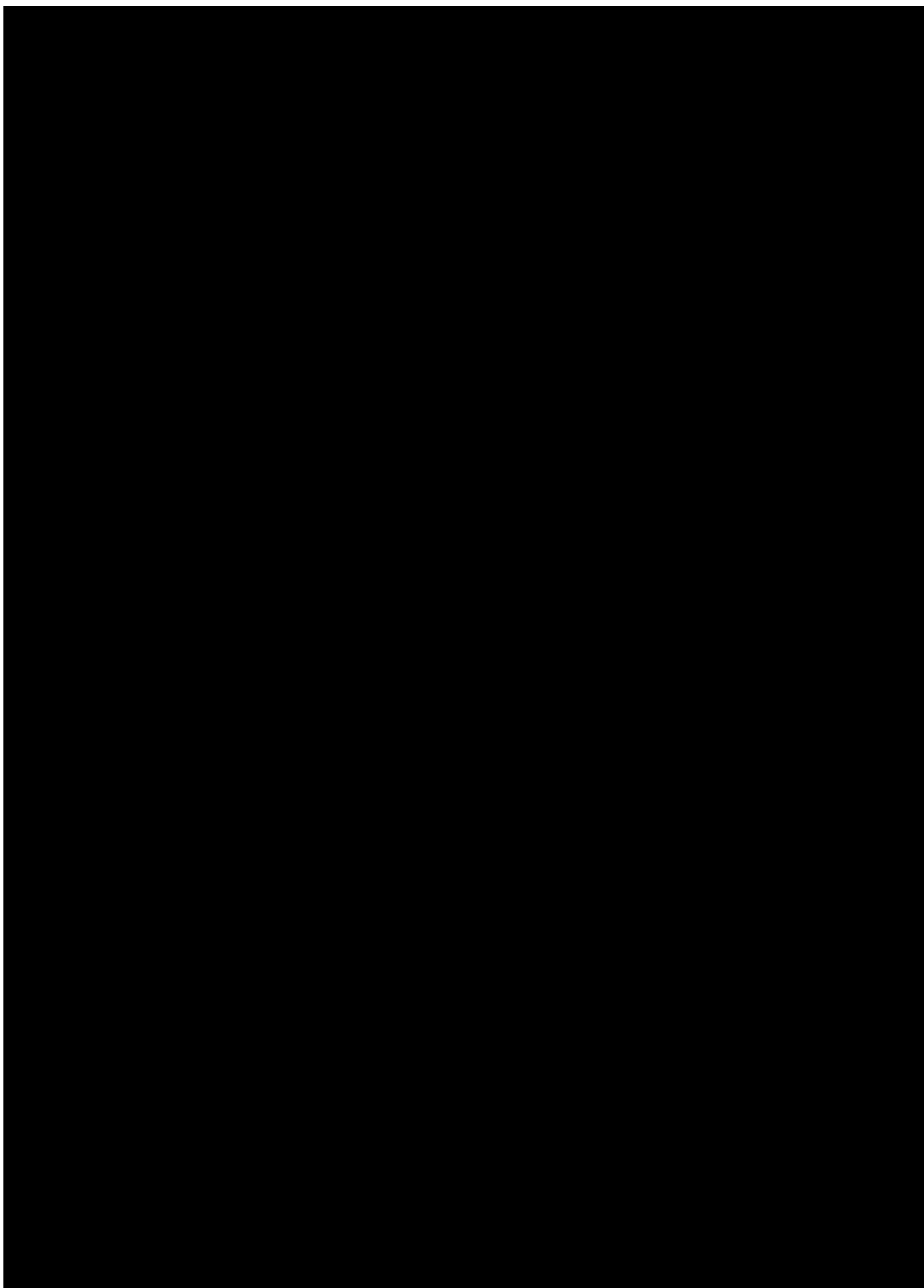


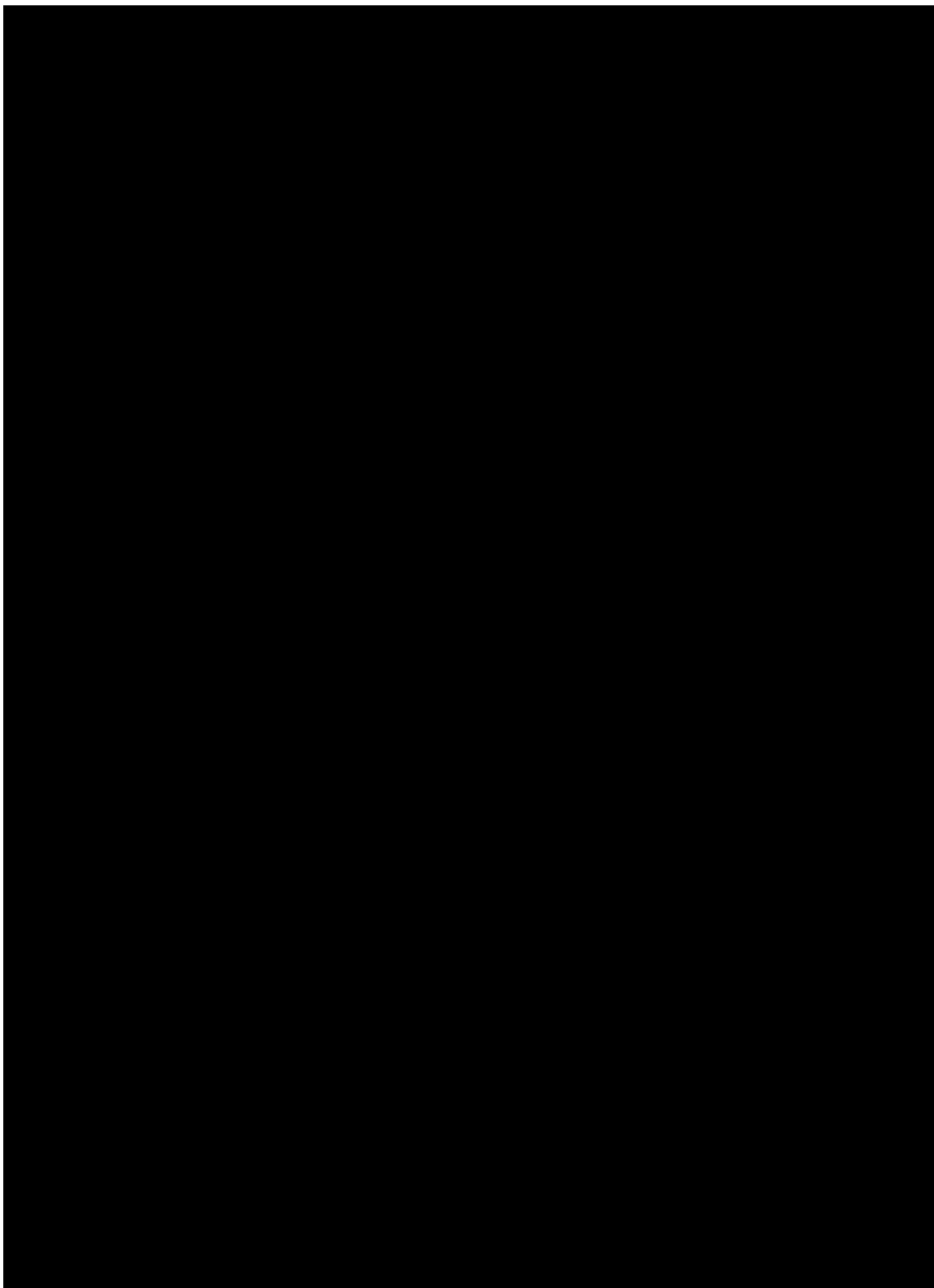
8. Approach to Database Management System and Website

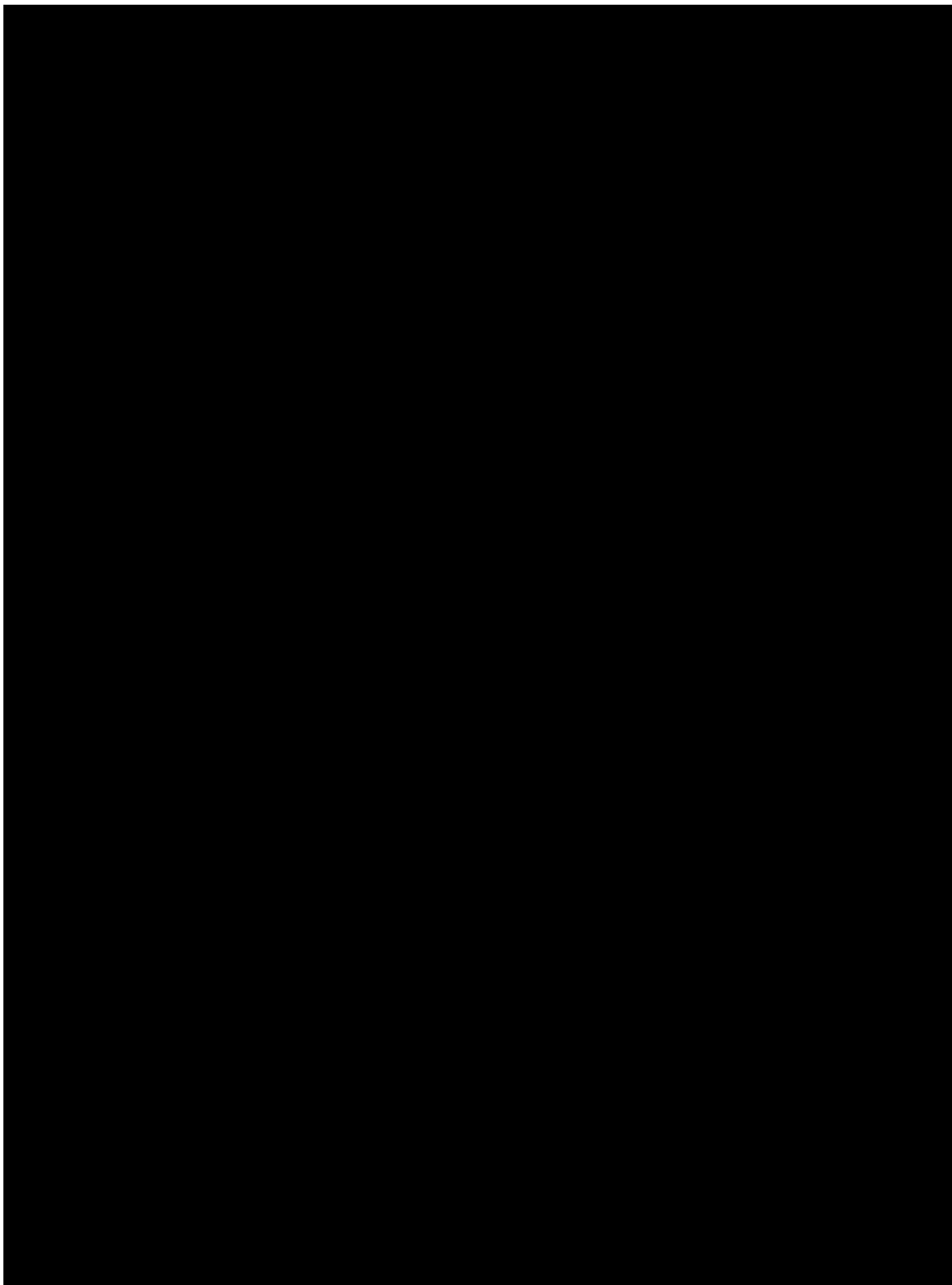
Please detail how completed assessments will be reported back to TfL and the Bus Operators and the system you would use to manage DQM data, including:

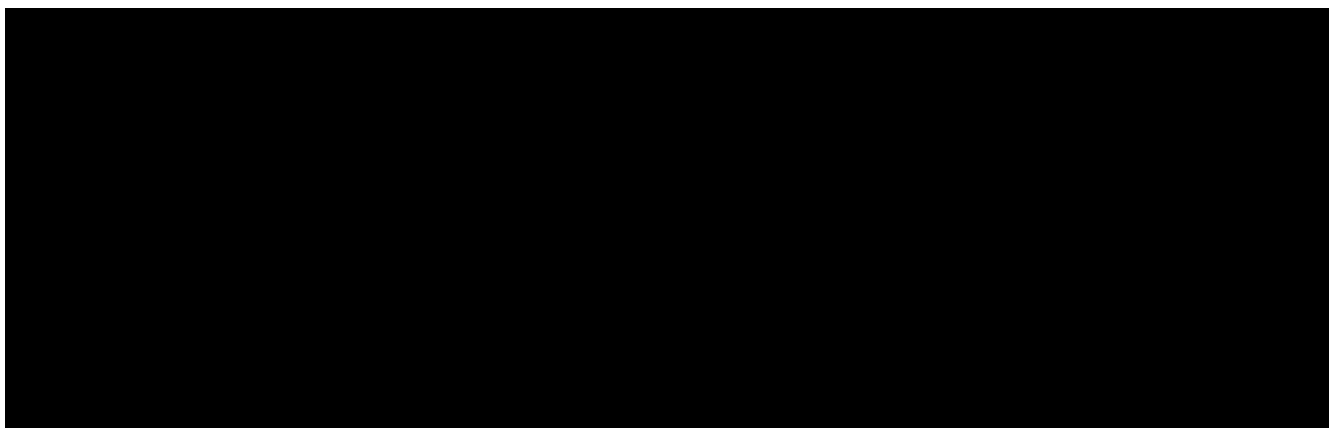
- how you will transfer historical data into your data management system
- how you will update details held in the database
- how you would handle queries and challenges from bus operators
- any processes for transferring data
- the mechanisms and processes that are in place in the event of system failure to ensure continuity of service

9% - MAXIMUM 4 PAGES OF A4





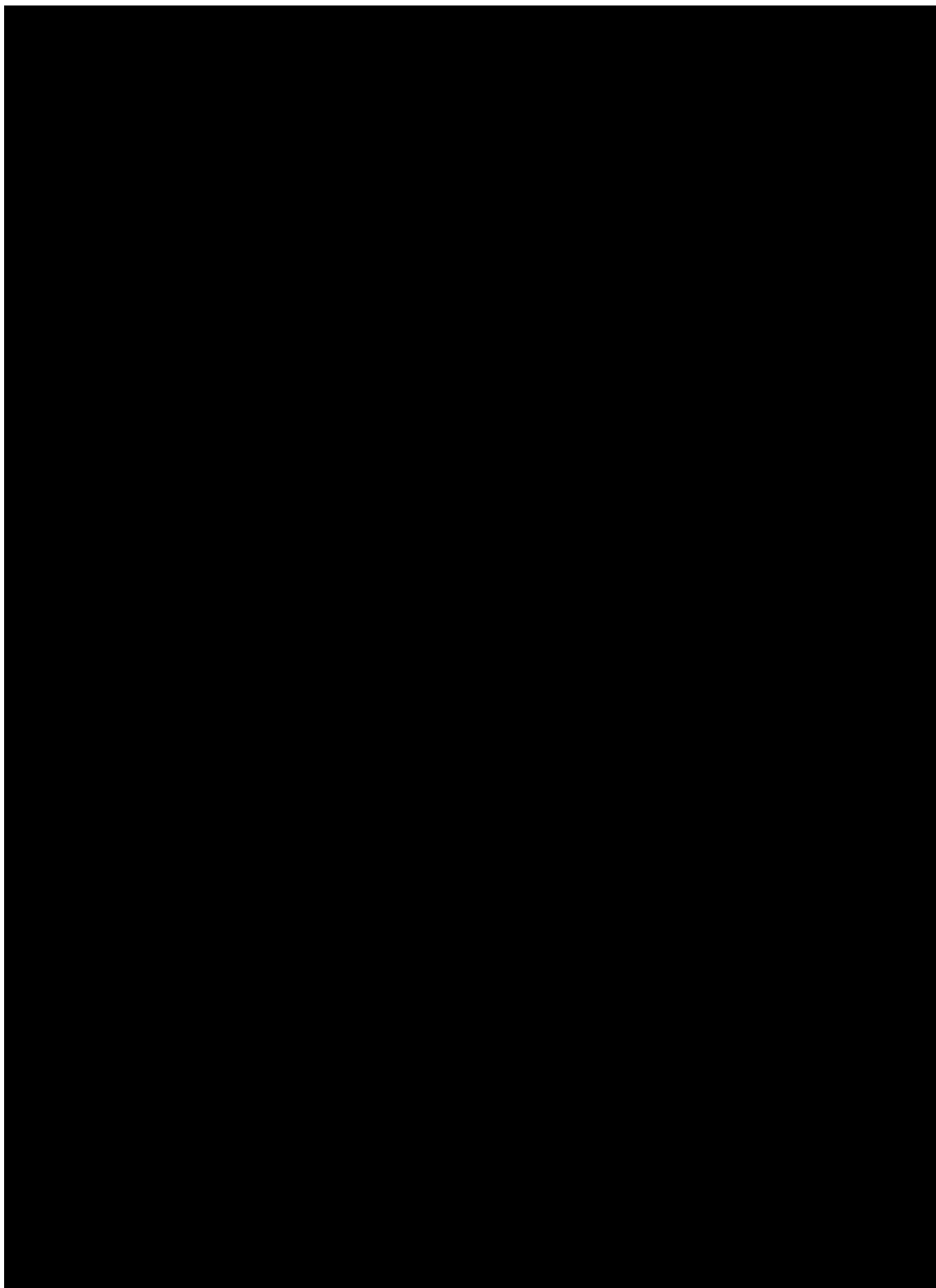




9. Use and Management of Subcontractors; Associates or Any Form of Third Parties

Where you will use subcontractors, associates or any form of third parties to deliver all or any part of the contract at any point during the contract lifetime, please include a description of your approach to subcontractor management in line with the requirements set out in the ITN Specification Document including but not limited to how you will select them, confirm their experience, guarantee the quality of their delivery, and monitor/manage their performance on a proactive basis.

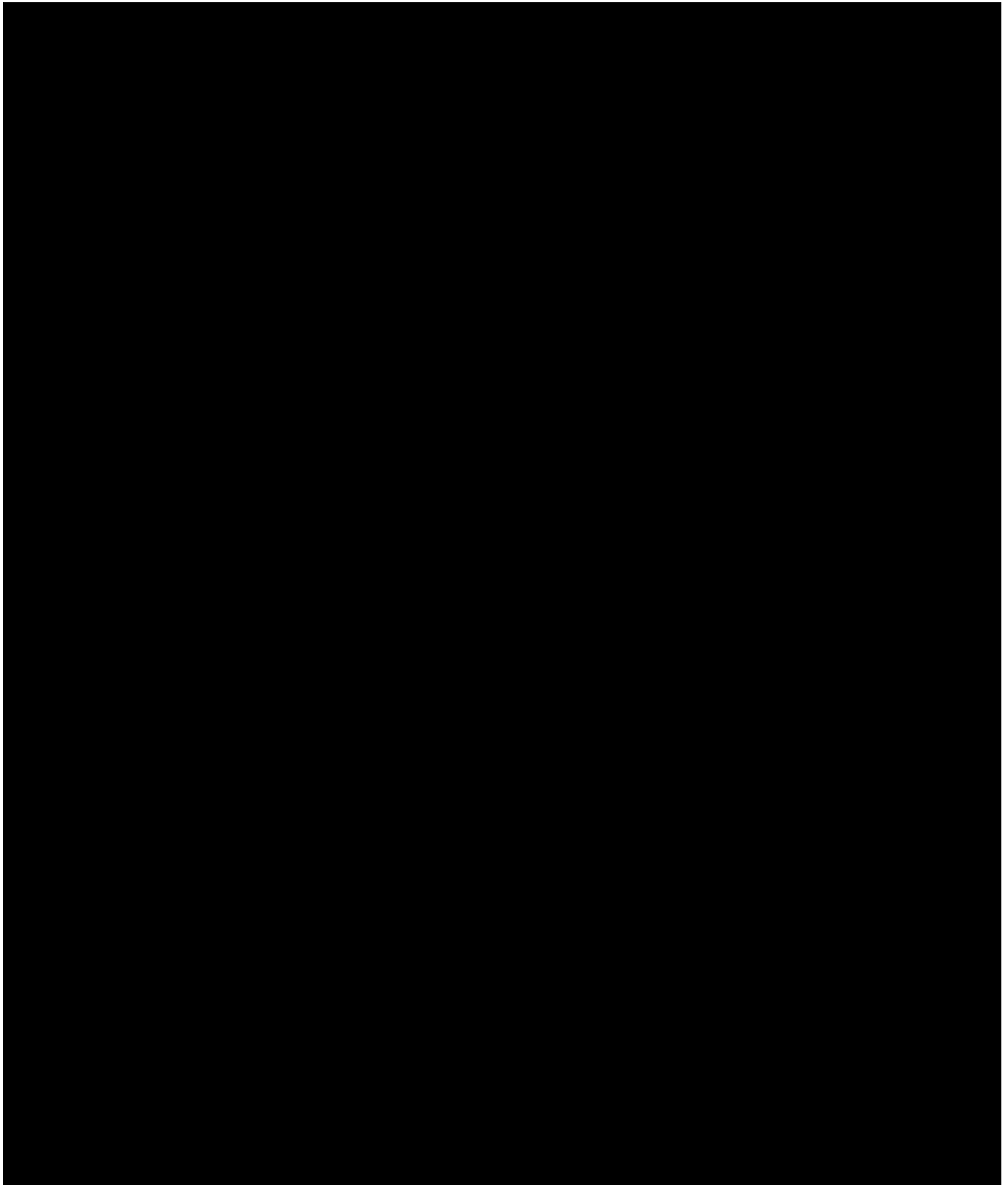
0% - MAXIMUM 1 PAGE OF A4

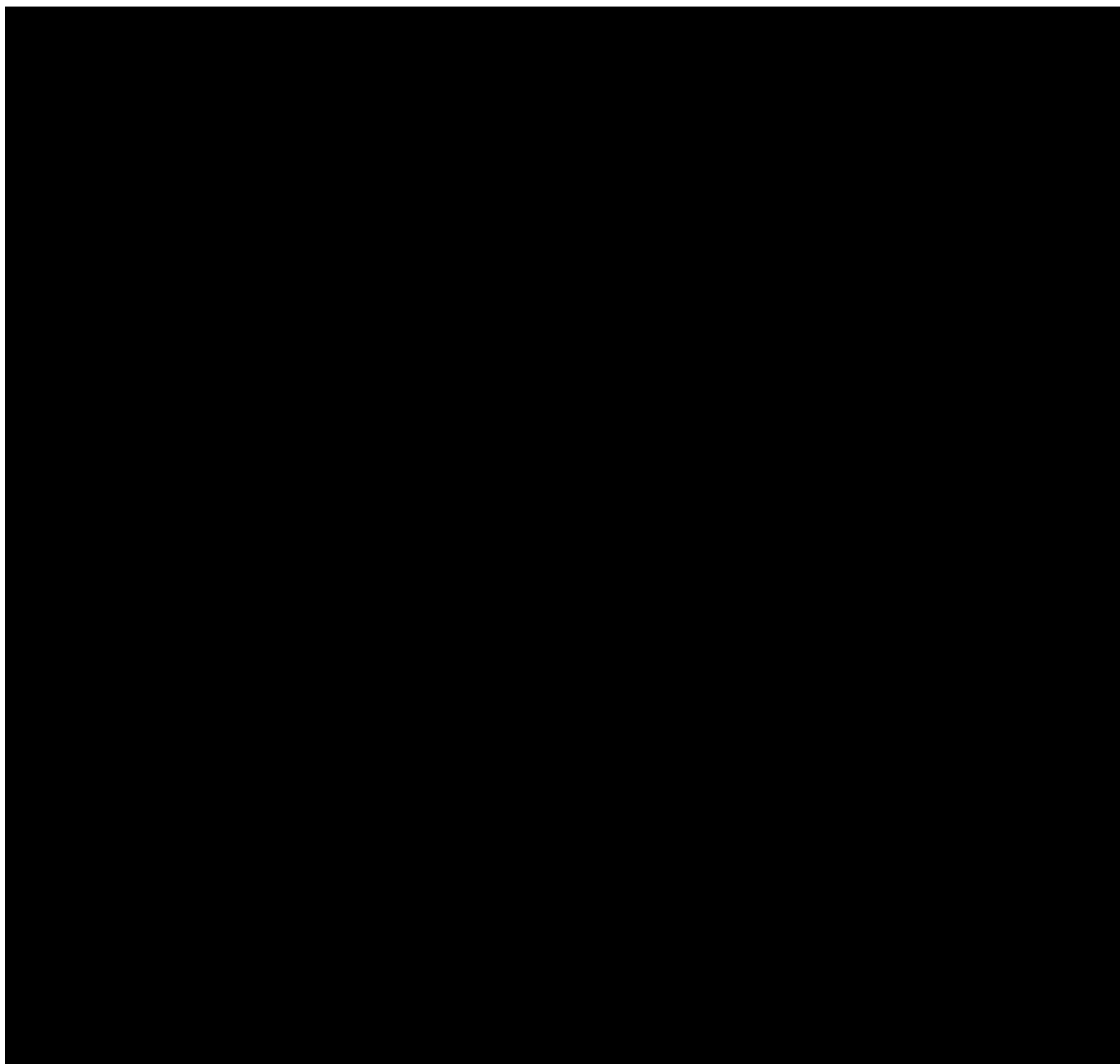


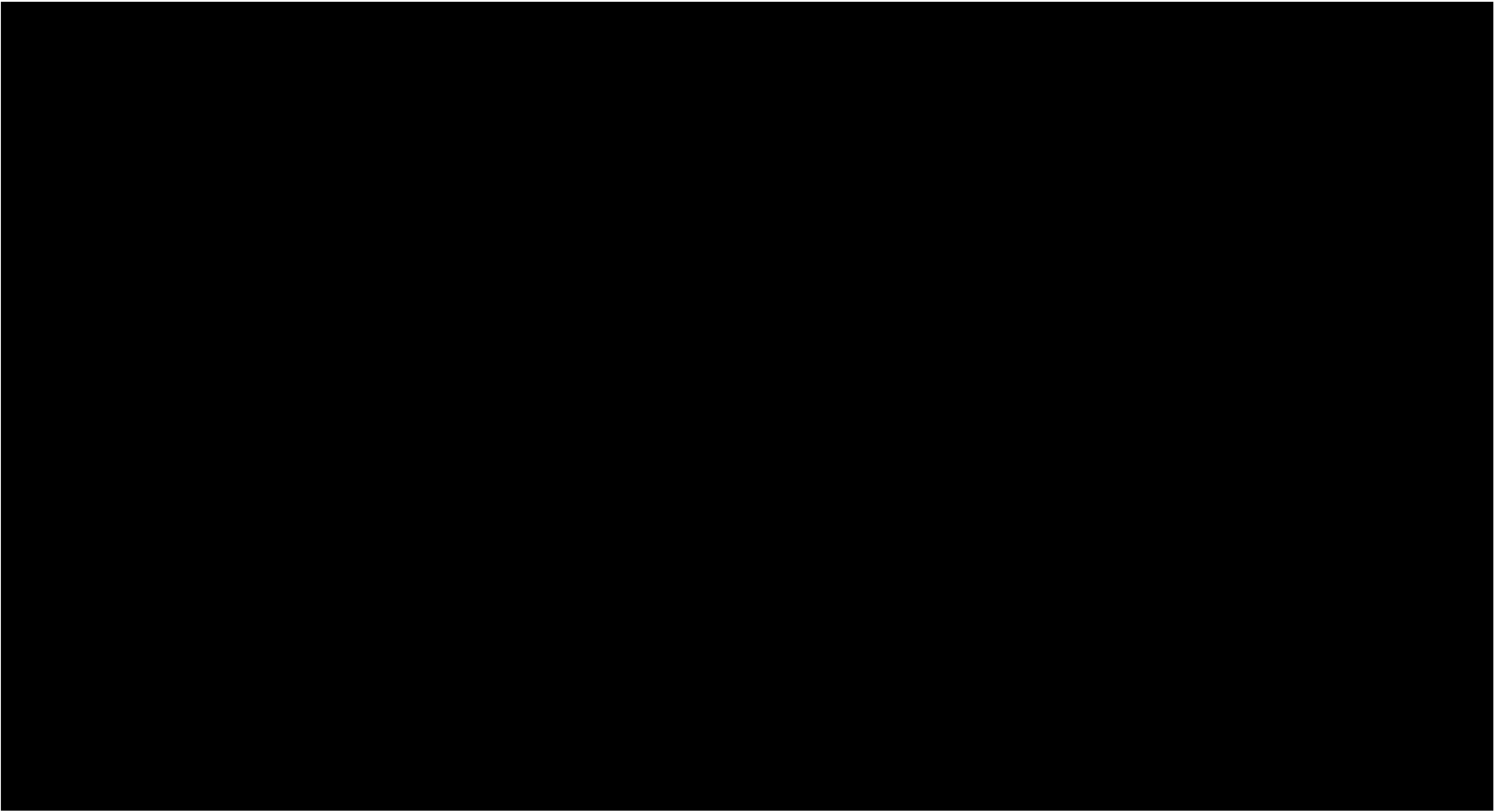
10. Equality and Diversity

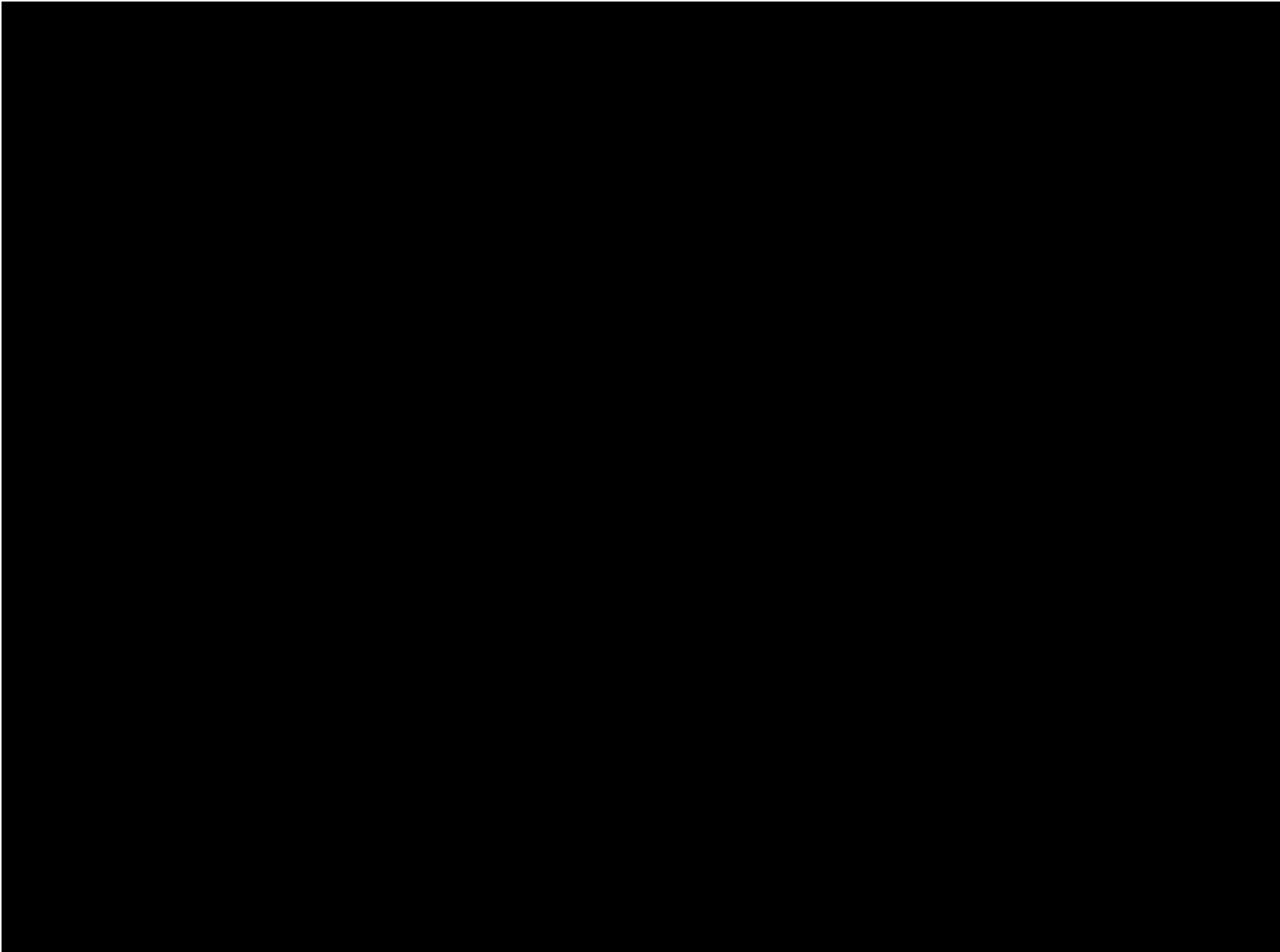
Please provide an Equality, Diversity and Inclusion Statement: a short written statement setting out how the Service Provider will embed equality, diversity and inclusion in its performance of the Contract.

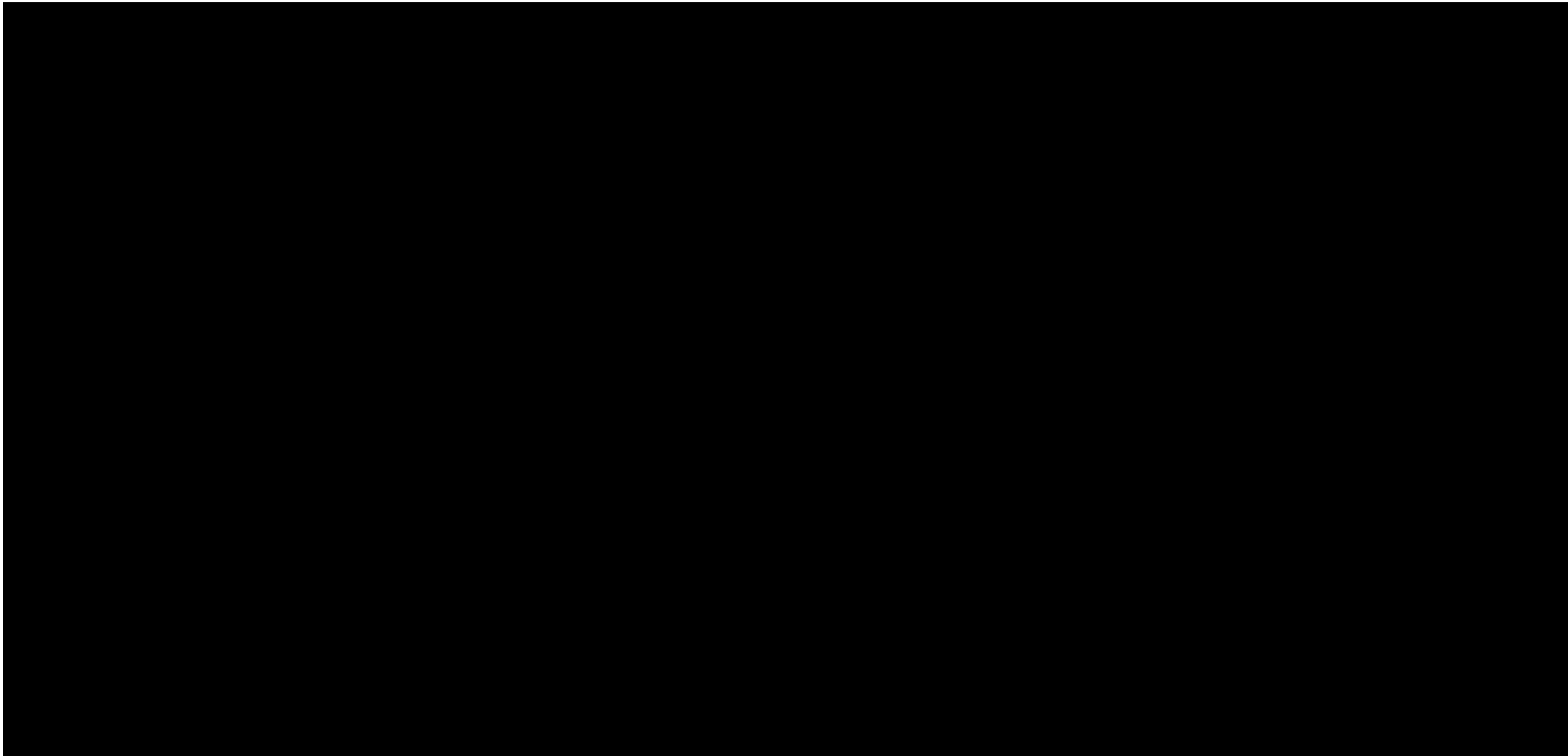
PASS/FAIL - MAXIMUM 750 WORDS

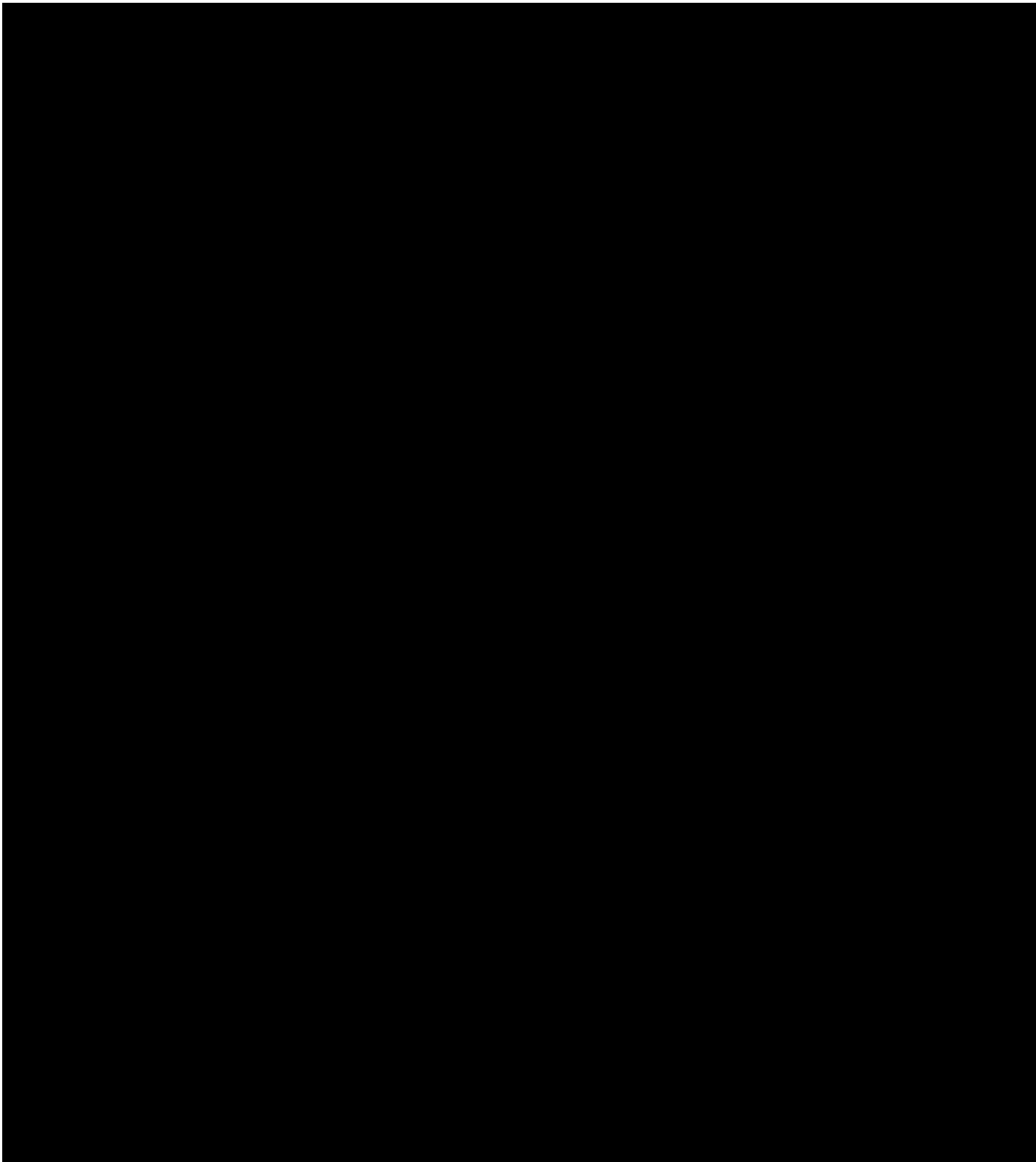


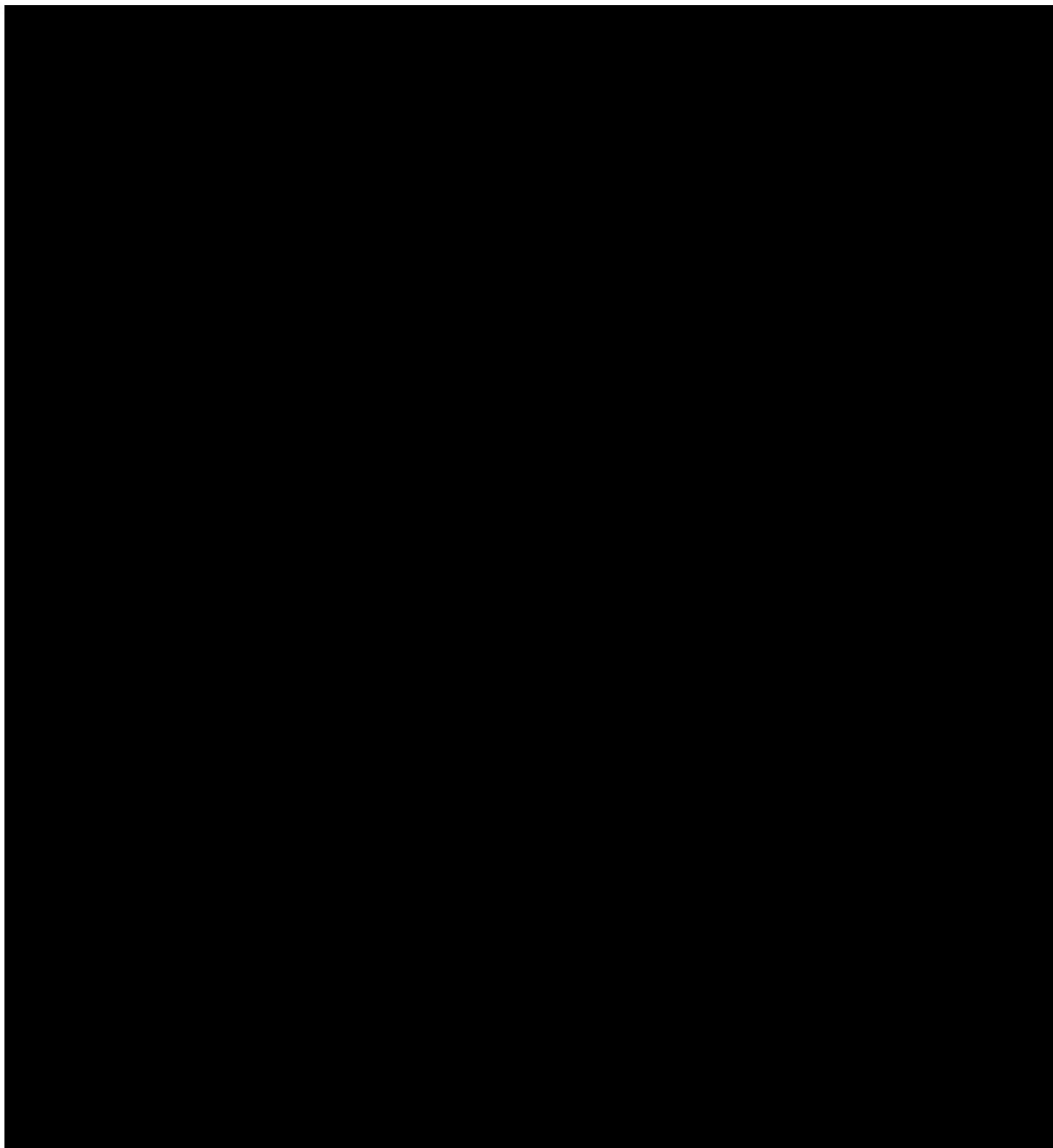


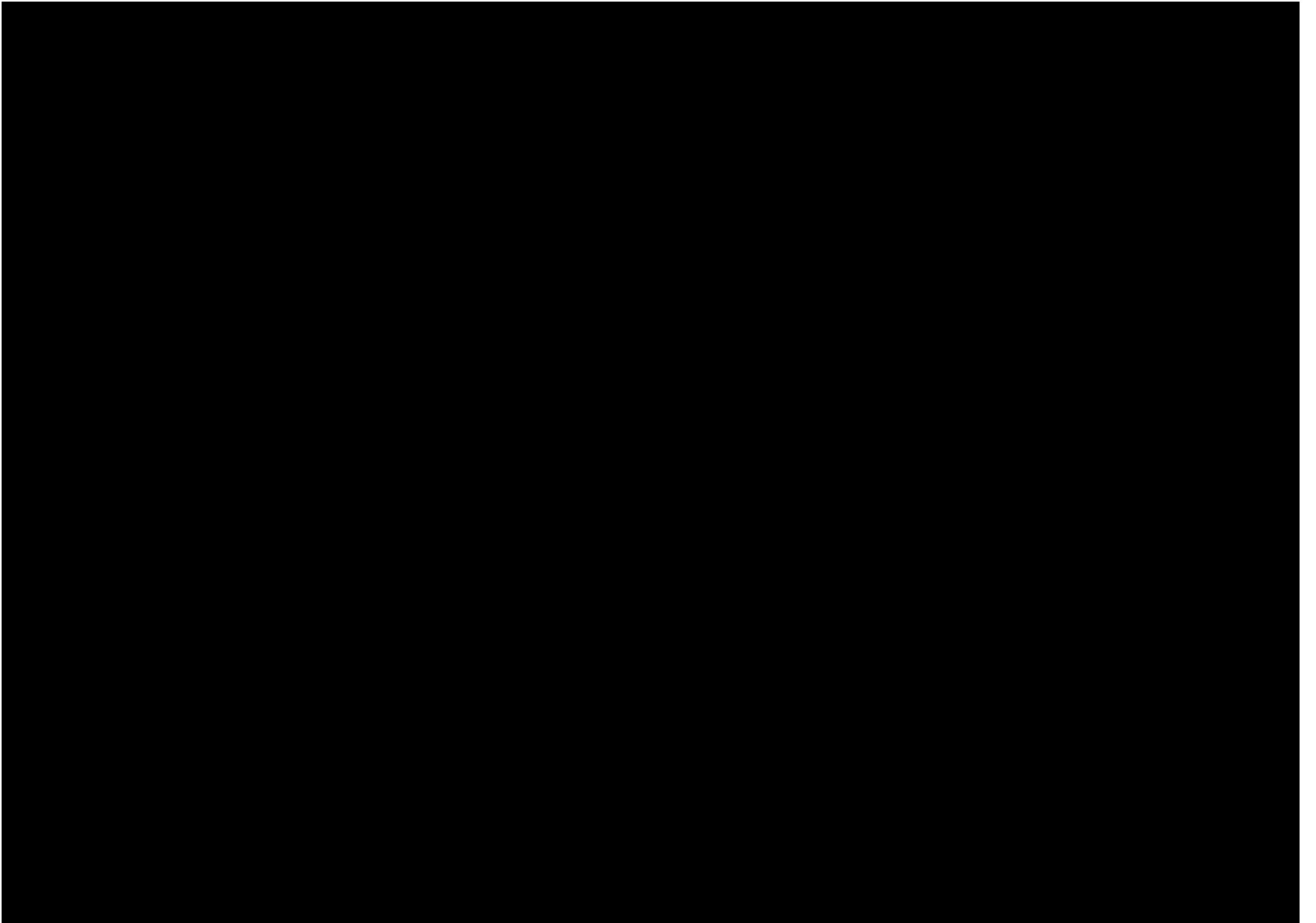


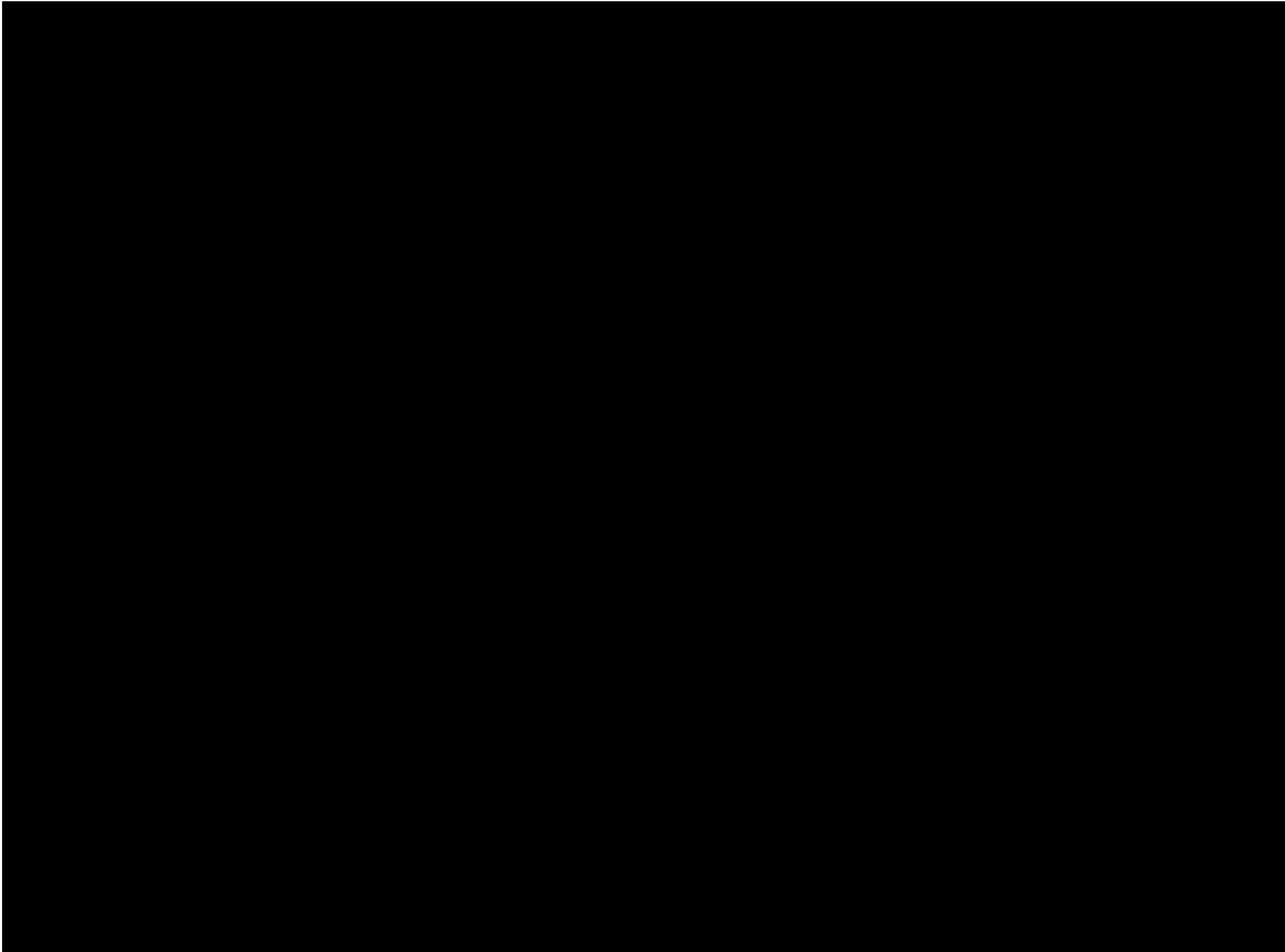


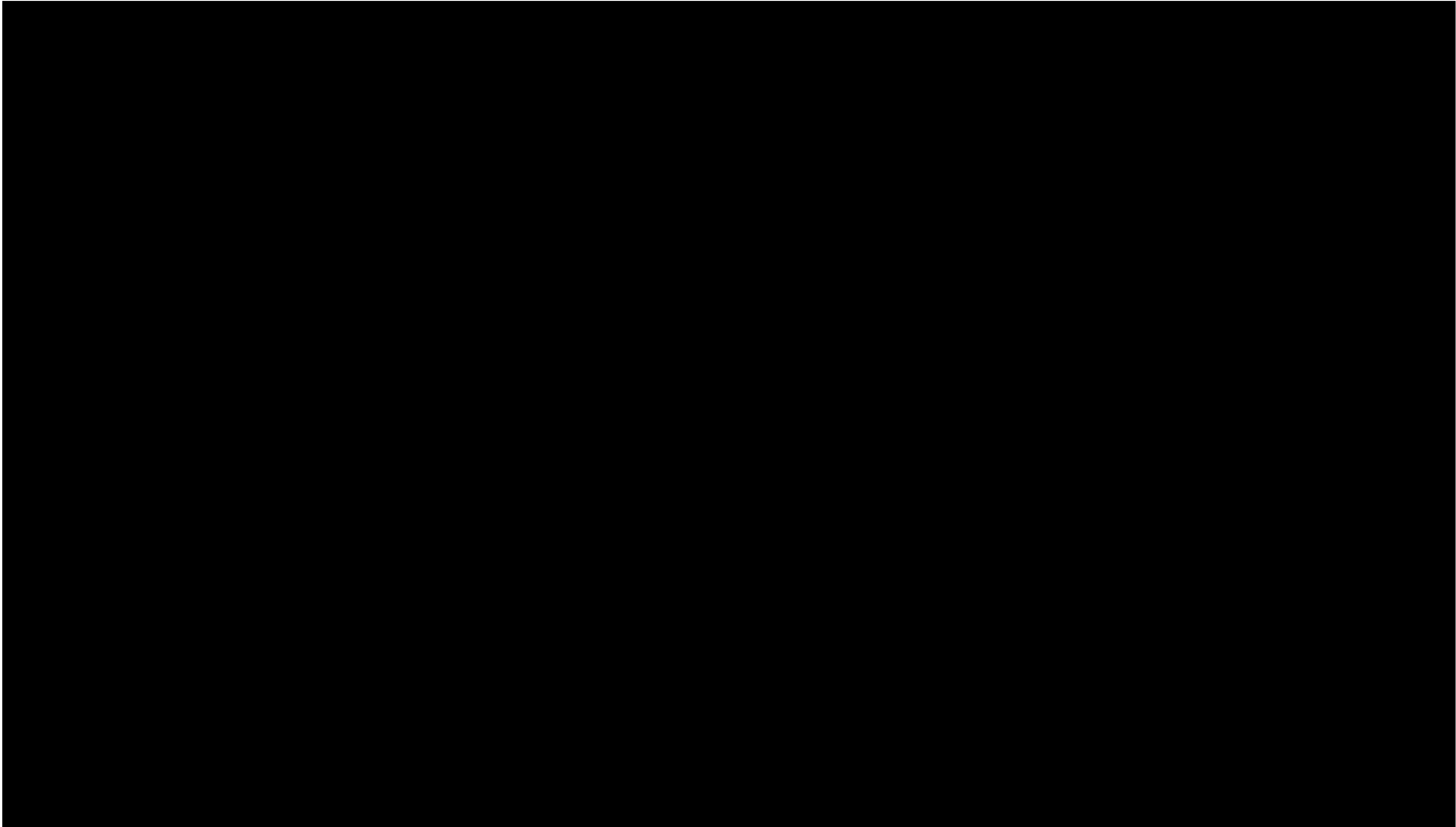




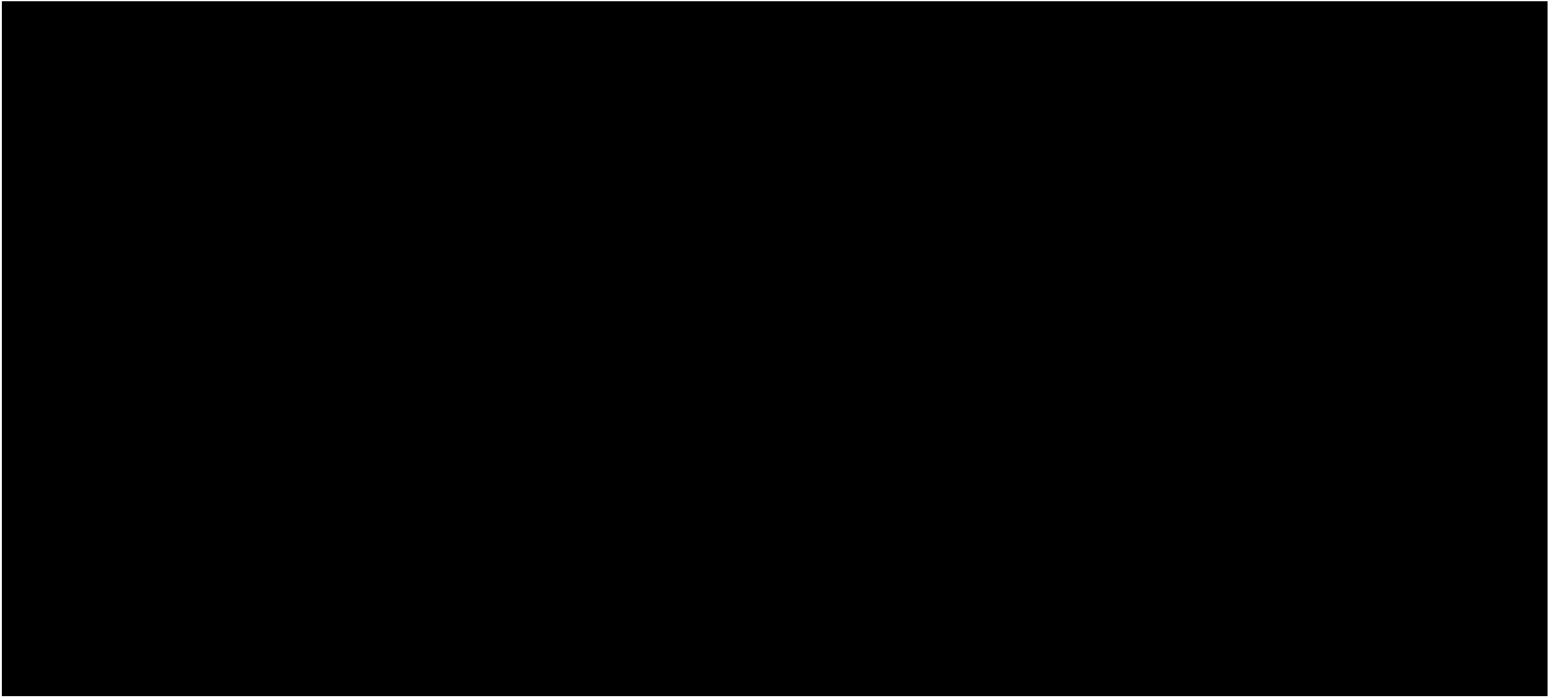


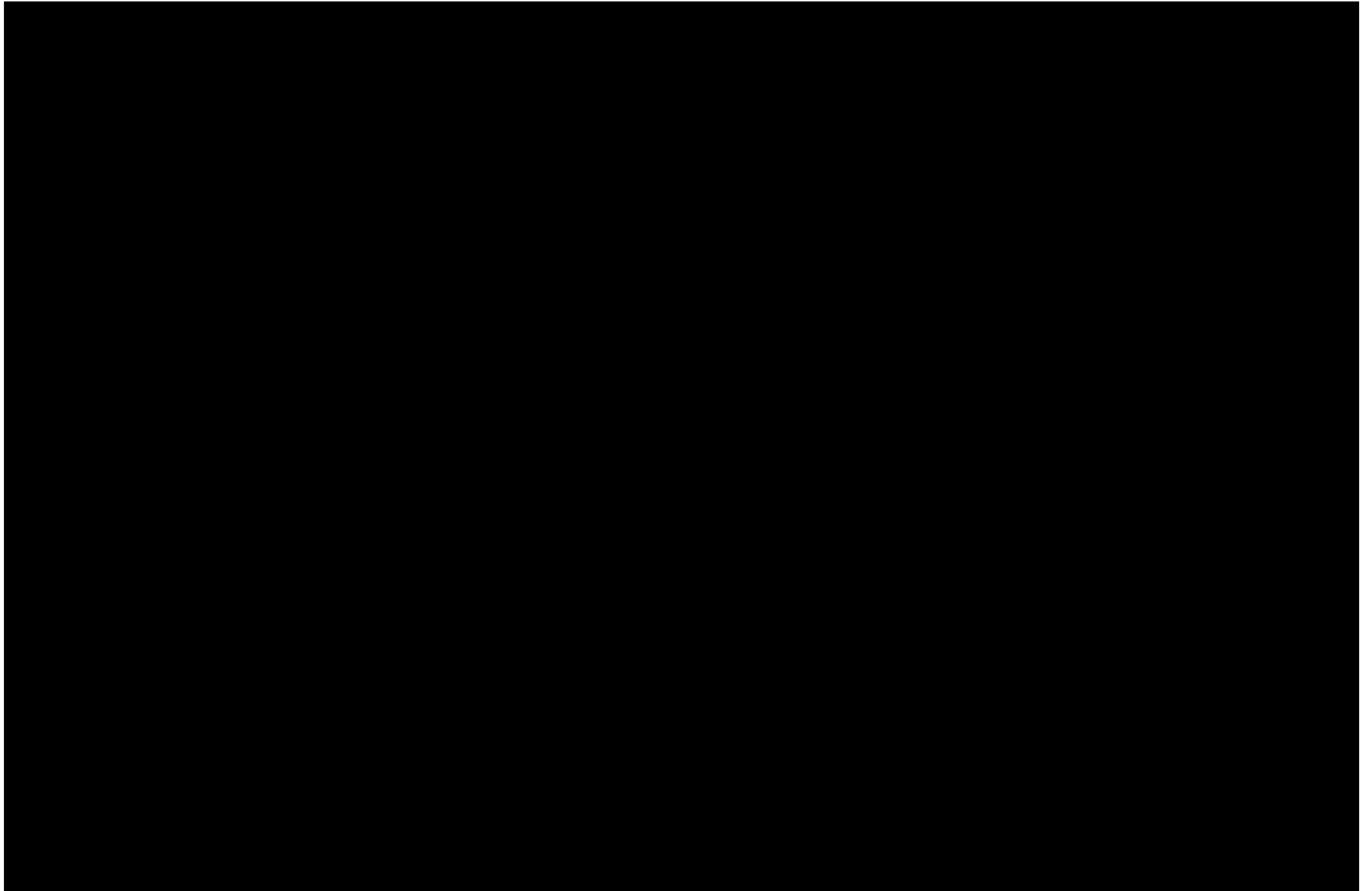






SCHEDULE 4 – CHARGES





SCHEDULE 5 - PROJECT PLAN

See Schedule 3 – Implementation plan

SCHEDULE 6 - FORM FOR VARIATION

PART A

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone: *[to be inserted]*

Fax: *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 32 of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

.....
For the Authority (signed)

.....
(print name)

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

**SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY
CONSIDERATIONS**

Not applicable

SCHEDULE 8 – RE-TENDER COOPERATION

[This Schedule should set out any specific requirements that will be required of the Service Provider to assist with the re-tendering of the Services, in particular setting out any information/documents/data, etc. likely to be required with (where possible) dates for meeting those requirements]

The Service Provider shall provide the following information to assist with the re-tendering of the Services:

- *Transfer of Employees in accordance with the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) details.*
- *Driver Quality Monitoring data which is not already accessible to bus operating companies and Transport for London.*