

PRIVATE AND CONFIDENTIAL

Dated 11 July **2025**

TRANSPORT FOR LONDON **(1)**

and

MORSON HUMAN RESOURCES LIMITED **(2)**

AGREEMENT

for the supply of track protection personnel,

equipment and management services

CONTRACT REFERENCE NUMBER



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Agreement for the Supply of Labour LUL

This **DEED** is made on the 11 day of July 2025

BETWEEN

- (1) **TRANSPORT FOR LONDON** a statutory corporation whose principal office is at 5 Endeavour Square, London, E20 1JN (the "**Company**", which expression shall include its successors and assigns), contracting for itself and such members of the TfL Group as applicable; and
- (2) **MORSON HUMAN RESOURCES LIMITED** [REDACTED]
[REDACTED]
(the "**Supplier**")

Each a "**Party**", together the "**Parties**".

RECITALS:

- (A) Pursuant to a notice published through the Rail Industry Supplier Qualification Scheme (RISQS) on 21 April 2023 (reference WS1143246946), the Company invited expressions of interest from appropriately qualified organisations relating to the provision of the Services (as defined in Clause 1 below) to the Company.
- (B) Following receipt of expressions of interest, potential service providers (including the Supplier) were invited to tender for the provision of the Services and, on the basis of the Supplier's tender, the Company has selected the Supplier to enter into an agreement to provide the Services to it.
- (C) Therefore, the Company has agreed to buy and the Supplier has agreed to provide the Services on the terms and conditions set out in this Contract.
- (D) This Contract may be utilised by the Company or any other member of the TfL Group.

IT IS AGREED AS FOLLOWS:**1 Definitions and Interpretation**

1.1 In this Contract the following words and phrases have the following meanings:

"Abatement"	means	as defined in Schedule 9 (Performance Measurement);
"Additional Services"	means	as defined in Part B of Schedule 4 (Contract Variation Procedure and Additional Services);
"Additional Services Price"	means	the cost of providing the Additional Services as calculated in accordance with paragraph 4 of Part B of Schedule 4 (Contract Variation Procedure and Additional Services) and accepted by the Company pursuant to paragraph 3.4 of Part B of Schedule 4 (Contract Variation Procedure and Additional Services);
"Affiliate"	means	in relation to any person, any holding company or subsidiary of that person or any subsidiary of such holding company, and "holding company" and "subsidiary" shall have the meaning given to them in section 1159 of the Companies Act 2006 save that for the purposes of determining whether one entity is an Affiliate of another any transfer of shares by way of security or to a nominee of the transferor shall be disregarded;
"Agreed SMART Action Plan"	has	the meaning given in paragraph 1.1 of Schedule 15 (Responsible Procurement);
"Agreed Social Value Delivery Plan"	has	the meaning given in paragraph 1.3 of Schedule 11 (Social Value);
"Applicable Laws"	means	depending on the context, all or any laws, statutes, proclamations, recommendations, codes of practice, by-laws, directives,

Regulations, statutory instruments, rules, orders, rules of court, delegated or subordinate legislation, rules of common law or any European Union legislation (including any declarations of conformity) retained or modified by or under the EUWA at any time or from time to time in force in the whole or any part of the United Kingdom and which are or may become applicable to the Contract, any agreement or document referred to in the Contract, or for the performance of the Services;

"Attendance Report"	has	the meaning given in paragraph 1.1 of Schedule 14 (Project Processes);
"AWR"	means	the Agency Workers Regulations 2010 (SI 2010/93);
"Baseline Management Fee" or "BMF"	means	the amount calculated by multiplying the Baseline Shift Requirement Cost by the Baseline Management Fee Percentage;
"Baseline Management Fee Percentage" or "BMFP"	means	the percentage stipulated as such in Schedule 1 (Contract data);
"Baseline Shift Requirement"	means	for each Budget Period the staffing requirements and inputs for the 'LU Core Protection Skills' Skill Group issued by the Company from time to time in accordance with the procedure set out in paragraph 2 of Schedule 14 (Project Processes), including: (a) the number of Shifts of each Skill Type to be provided in respect of the 'LU Core Protection Skills' Skill Group; and

(b) day and night shift Skill Type allocations.

The Baseline Shift Requirement for Budget Period One is set out in Appendix 2 to Schedule 1 (Contract Data);

"Baseline Shift Requirement Cost" or "BSRC" means the total Shifts the Supplier can demonstrate to have been worked in accordance with the Baseline Shift Requirement by each Skill Type multiplied by the applicable Supplier Personnel Rate;

"Budget Period(s)" means each of the following periods (and "Budget Period One", "Budget Period Two", "Budget Period Three" and "Budget Period Four" shall be construed accordingly):

Budget Period	Start	Finish
One	The Services Commencement Date	31 March 2026
Two	1 April 2026	31 March 2027
Three	1 April 2027	31 August 2027 or if this Contract is extended in accordance with Clause 2.2, 31 March 2028
Four (if this Contract is extended in accordance with Clause 2.2)	1 April 2028	the Expiry Date

“CCSL”	means	the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Company from time to time;
"Cessation Plan"	means	the plan agreed between the Parties or determined by the Company in accordance with Clause 60.1 to give effect to a Declaration of Ineffectiveness or a Public Procurement Termination Event;
"Commencement Date"	means	the date specified as such in Schedule 1 (Contract Data);
"Company"	means	the entity named as such in the Contract and its legal successors in title and assigns;
"Company Equipment"	means	the equipment which the Company has agreed to supply to the Supplier without charge and intended for use by the Supplier exclusively in the provision of Services under this Contract including the equipment detailed in paragraph 7.1 of Schedule 3 (Specification);
"Company's Representative"	means	the person appointed by the Company and named as such in Schedule 1 (Contract Data);
"Company's Senior Representative"	means	the person appointed by the Company and named as such in Schedule 1 (Contract Data) as may be updated by the Company from time to time in writing;
"Competent"	means	in respect of Supplier Personnel individuals who have the relevant and in date qualifications in accordance with paragraph 5 of Schedule 3 (Specification) for each of the Skill Types;
"Confidential Information"	means	any information given orally or in writing which is a trade or business secret or method; technical know-how; personal data which

relates to a living individual who can be identified from that information; information relating to any crime, breach of statutory duty or criminal investigations; information relating to the protection of prominent persons, national security, counter-terrorism or other information relating to the provision of police services for any national or international purpose; information relating to the Company's obligations in accordance with sections 118 to 121 of the Railways Act 1993; confidential financial information including but not limited to taxation information and returns to shareholders; and any other information that a party would reasonably expect to be able to protect by virtue of business confidentiality provisions;

"Consequential Loss"	means	in relation to a breach of this Contract or other circumstances in which a party is entitled to recover any costs, expenses or liabilities suffered or incurred, loss of profit, loss of revenue, loss of contract, loss of goodwill and/or other financial loss resulting from such breach and whether or not the party committing the breach knew, or ought to have known, that such loss would be likely to be suffered as a result of such breach;
"Contract"	means	this contract made between the Company and the Supplier;
"Contract Information"	means	(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 15 and Schedule 2 (Payment) which shall consist of the

		Supplier's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
"Contract Management Groups"	means	the groups set out in Table 1 (Contract Management Groups and Attendees) in Schedule 13 (Contract Management);
"Contract Management Plan"	means	the contract management plan to be prepared by the Supplier for approval by the Company in accordance with Schedule 18 (Mobilisation);
"Contract Reference Number"	means	the reference number shown on the front page of this Contract;
"Contract Variation Procedure"	means	the contract variation procedure set out in Schedule 4 (Part A) (Contract Variation Procedure and Additional Services);
"Contract Year"	means	each successive period of one (1) calendar year commencing from the Services Commencement Date or an anniversary thereof until the Expiry Date;
"Core Group"	means	the group or committee specified in Schedule 13 (Contract Management);
"Core Group Meeting"	means	the meeting set out at Table 4 of Schedule 13 (Contract Management);
"Current Service Provider"	means	any person, company or other legal entity which on or before the Commencement Date was the employer of any of the Transferring Employees, and which (for the avoidance of doubt) may include the Company;

"Daily Look-ahead Download"	has	the meaning given in Schedule 14 (Project Processes);
"Data Protection Legislation"	means	(a) 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; (b) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
"Declaration of Ineffectiveness"	means	a declaration of ineffectiveness in relation to this Contract made by a court of competent jurisdiction in accordance with Regulation 98(2)(a) or Regulation 103(3) of the Public Contracts Regulations 2015 (as amended) or Regulation 113(2)(a) or Regulation 118(3) of the Utilities Contracts Regulations 2016 (as amended);
"Demobilisation Plan"	means	the de-mobilisation plan to be prepared by Supplier and approved by the Company pursuant to Schedule 16 (Obligations on Handover);
"Disclosed Data"	means	information relating to the provision of the Services disclosed to the Supplier and its shareholders and advisers before the date of this Contract including the Invitation to Tender;
"Dispute"	has	the meaning given in Schedule 17 (Dispute Resolution Procedure);

"Documentation"	means	all documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and/or other material produced or supplied by or on behalf of the Supplier including by Supplier Personnel (or any of them) in the performance of the Contract and whether in paper form or stored electronically;
"EDI Policy"	means	a written policy provided by the Supplier setting how it will promote equality, diversity and inclusion;
"Energy Technology List"	means	the government-managed list of energy-efficient plant and machinery that forms part of the Enhanced Capital Allowance scheme;
"Engineering Hours"	has	the meaning given to it in the Rule Books;
"Enhanced Capital Allowance"	means	the enhanced capital allowance scheme for energy saving technologies (first published on 15 October 2015) as amended from time to time by the Department for Business, Energy & Industrial Strategy and "Enhanced Capital Allowances" shall be construed accordingly;
"Environmental Claim"	means	receipt by the Company in connection with any pollution or contamination of the environment of: (a) any written claim, demand, suit or notice from a third party, including a Regulatory Authority ("Regulatory Authority" means any government entity or other public authority or privatised utility having responsibility for any matters concerning

the environment, or Environmental Law);
or

any charge or condition imposed by any Regulatory Authority or any notice served by any Regulatory Authority requiring Remediation (including any written indication from any Regulatory Authority that a requirement to carry out Remediation will be imposed on the Company unless the Company agrees to carry out Remediation voluntarily);

"Environmental Law"	means	all and any laws, including common law, legislation, codes of practice, notices, judgements, decrees, regulations, applicable, clean-up standards, circulars, guidance notes (statutory or otherwise), as may be enacted, adopted, amended or supplemented, concerning the protection of human health, or the environment or the conditions of the workplace;
"Escalation Procedure"	means	as defined in paragraph 8 of Schedule 9 (Performance Measurement);
"ESMS Action Plan"	has	the meaning given to the term in paragraph 2.1(b) of Schedule 15 (Responsible Procurement);
"Ethical Sourcing Policy"	has	the meaning given to the term in Clause 26.3;
"Ethical Trading Initiative Base Code" or "ETI Base Code"	means	the ETI Base Code referred to in Clause 26.8 and set out in Appendix 2 to Schedule 15 (Responsible Procurement) of the Contract;
"EUWA"	means	the European Union (Withdrawal) Act 2018;

"Excepted Liabilities" means the liability of the Supplier for:

- (a) any Abatements levied in accordance with this Contract;
- (b) any costs or expenses of the Supplier of performing its obligations under this Contract, including the costs of re-performing the Services as required pursuant to the performance measurement provisions;
- (c) any compensation on termination amounts pursuant to a termination for Supplier default;
- (d) any taxes, whether payable under any Applicable Laws or pursuant to this Contract;
- (e) Losses against which the Supplier is entitled to an indemnity under any policy of insurance that it is required to procure under the Contract, subject always to the terms and limits of such policy (or would have been entitled to but for any breach of or failure to maintain such insurance);
- (f) Losses caused by fraudulent acts, including fraudulent misrepresentation or acts of a criminal nature;
- (g) Losses caused by the Supplier committing a Prohibited Act or Safety Breach;
- (h) loss of or damage to any property on or comprising the Worksites;

- (i) Not Used
- (j) any Losses against which the Company is indemnified under the TUPE provisions in Clause 24;
- (k) any Losses against which the Company is indemnified for third party IPR infringement;
- (l) any Losses caused by the Supplier committing a breach of the provisions of the contract privacy, data protection & cyber security provisions or in respect which the Company is indemnified under those provisions;
- (m) death or personal injury caused by the Supplier's negligence or that of Supplier Personnel;
- (n) any interest due as a result of any late payments of any of the Excepted Liabilities;
- (o) Environmental Claims;
- (p) strict liability warranty claims; and
- (q) any Losses against which the Company is indemnified under Clauses 24.18 or 24.19;

"Existing Contracts" means any and all contracts, whether current, expired or terminated, pursuant to which goods or services have been supplied or provided by the Supplier (in the capacity of Supplier or subcontractor) to the Company or any member of the TfL Group;

"Expiry Date"	means	the date specified as such in Schedule 1 (Contract Data), as may be extended pursuant to the provisions of Clause 2.2;
"Financial Year"	means	1st April to 31st March each year;
"Force Majeure Event"	means	any of the following (or any circumstances arising as a consequence of any of the following) if and only to the extent that such event or circumstances is or are not caused by, and their effects are beyond the reasonable control of, a Party affected by such an event or circumstances and which have an adverse effect on the Party affected by such an event or circumstances and such Party's ability to perform its obligations under the Contract and is not an event or circumstances (i) whose effect the Party affected by such an event is otherwise required to avoid or provide against (other than by way of insurance) under the Contract or (ii) which the Party affected by such an event could reasonably have avoided or provided against: (a) war, invasions, acts of foreign enemies, hostilities (whether war be declared or undeclared), civil war, rebellion, revolutions, insurrection, military or usurped power, confiscation, or requisition by or under the order of any government or public or local authority; (b) civil unrest; (c) any act of terrorism or a specific threat of terrorism which results in the partial or total, temporary or long term closure of the TfL Network;

- (d) lightning, earthquake or subject to (f) below, extraordinary storm;
- (e) fire;
- (f) flooding, other than flooding caused by rising water table or by weather conditions (including extraordinary storm);
- (g) tunnel collapse;
- (h) compliance with the provision of sections 118 to 121 of the Railways Act 1993;
- (i) nuclear, chemical or biological contamination including ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (j) the discovery of fossils, antiquities or other material which in each case is required to be exhumed or unexploded bombs; and
- (k) strikes, lock outs or other industrial action being in each case industry-wide;

"Good Industry Practice"

means

the exercise of that degree of skill, diligence, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time from a skilled, competent and experienced contractor seeking in good faith to comply with all its contractual obligations and all Applicable Laws (whether or not binding on the Company), and engaged in

		the same type of undertaking and under the same or similar circumstances as those envisaged by this Contract;
"Good Work Standard"	has	the meaning given in paragraph 1.1 of Schedule 15 (Responsible Procurement);
"Greater London"	has	the meaning ascribed to it in the GLA Act;
"Greater London Authority Act" or "GLA Act"	means	the Greater London Authority Act 1999 relating to the formation of the Greater London Authority;
"HGCRA"	means	the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009 or as further amended or supplemented;
"Incident Reporting Form" or "IRF"	has	the meaning given in paragraph 1.2 of Schedule 3 (Specification);
"Infrastructure Manager"	has	the meaning ascribed to it in the Railways and Other Guided Transport Systems (Safety) Regulations 2006;
"Initial Term"	means	the period of time from and including the Commencement Date to and including the Expiry Date;
"Intellectual Property Rights" or "IPRs"	means	any intellectual property rights in any part of the world and includes but is not limited to all rights to, and interests in, any patents (including supplementary protection certificates), designs, utility models, trade-marks, service marks, trade and business names and get up, moral rights, domain names, copyright and neighbouring rights, databases, semi-conductors, know how, knowledge, trade secrets and any other

proprietary rights or forms of intellectual property (protectable by registration or not) whether registered or not in respect of any technology, technique, concept, idea, style, scheme, formula, system, logo, mark or other matter or thing, existing or conceived, used, developed or produced by any person, together with all applications and rights to apply for registration or protection of such rights, Confidential Information relating to those rights, material embodying those rights and in each case rights of a similar or corresponding character;

"Interest Rate"	means	the percentage above the base rate from time to time of the Bank of England as specified in Schedule 1 (Contract Data);
"Invitation to Tender" or "ITT"	means	the invitation to tender issued on 18 December 2023;
"Key Personnel"	means	Supplier Personnel identified as such in Schedule 12 (Key Personnel) and any changes to the same that are made in accordance with Clause 24.11;
"Level 1 Non-Conformance"	has	the meaning given to it in paragraph 1 of Schedule 9 (Performance Measurement);
"Level 2 Non-Conformance"	has	the meaning given to it in paragraph 1 of Schedule 9 (Performance Measurement);
"Level 3 Non-Conformance"	has	the meaning given to it in paragraph 1 of Schedule 9 (Performance Measurement);
"London Living Wage"	means	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);
"Losses"	means	any expense, liability, loss, claims, fines, damages, costs (including reasonable legal and other professional fees and disbursements), penalties, settlements and judgments whatsoever or howsoever arising incurred by the Company, its subcontractors, employees or agents or any other member of the TfL Group;
"Management Fee"	means	the Baseline Management Fee and/or the Non-Baseline Management Fee as applicable;
"Management Service"	means	the management services set out in paragraph 8 of Schedule 3 (Specification);
"Mayor"	means	the person from time to time holding the office of Mayor of London as established by the GLA Act;
"Mobilisation Activities"	means	the mobilisation activities that the Supplier is required to provide in the Mobilisation Period in accordance with Schedule 18 (Mobilisation) and as set out in the Mobilisation Plan;
"Mobilisation Cost"	means	the amount stated in Schedule 1 (Contract Data) which is a fixed non-adjustable lump sum for completion of all necessary Mobilisation Activities including but not limited to those activities carried out in the Mobilisation Period;
"Mobilisation Period"	means	the period between the Commencement Date and the Services Commencement Date;
"Mobilisation Plan"	means	the mobilisation plan submitted by the Supplier in accordance with paragraph 1.1 of Schedule

		18 (Mobilisation) and updated from time to time as requested by the Company;
"Necessary Consents"	means	any permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of any of the Supplier's obligations under this Contract, including those required in order to comply with Applicable Laws, Standards or as a result of the rights of any third party;
"Non-Baseline Management Fee" or "NBMF"	means	the amount calculated by multiplying the Non-Baseline Shift Requirement Cost, or any Additional Services costs, by the Non-Baseline Management Fee Percentage;
"Non-Baseline Management Fee Percentage" or "NBMFP"	means	the percentage stipulated as such in Schedule 1 (Contract data);
"Non-Baseline Shift Requirement"	means	the staffing requirement for all Skill Groups except for the 'LU Core Protection Skills' Skill Group notified to the Supplier in accordance with the procedure set out in paragraph 3 of the Schedule 14 (Project Processes);
"Non-Baseline Shift Requirement Cost" or "NBSRC"	means	the total Shifts the Supplier can demonstrate to have been worked in accordance with Non-Baseline Shift Requirement by each Skill Type multiplied by the applicable Supplier Personnel Rate;
"Notified Sum"	has	the meaning given to that term in paragraph 2.3.6 of Schedule 2 (Payment);

- "Occasion of Tax Non-Compliance"** means
- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
 - (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; and/or
 - (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent of similar regime; and/or
 - (b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a penalty for civil fraud or evasion;
- "Operator"** means a person with statutory duties to provide or secure the provision for Greater London of public passenger services by railway or a person who secures the provision of such services through appropriate contractual arrangements;

"Payment Application"	has	the meaning given to that term in paragraph 2.3.1 of Schedule 2 (Payment);
"Payment Assessment Date"	has	the meaning given to that term in paragraph 1 of Schedule 2 (Payment);
"PDF Invoice"	means	an invoice in PDF (portable document format) format;
"Period"	means	the Company's accounting periods as notified from time to time by the Company to the Supplier, each such Period being of between twenty five (25) and thirty two (32) days and one of 13 periods during the Company's Financial Year;
"Periodic Services Price"	means	the amount calculated in accordance with paragraph 2.2.2 of Schedule 2 (Payment);
"Personal Data"	has	the meaning given to it in Data Protection Legislation;
"PPE"	means	personal protective equipment;
"Prescribed Period"	has	the meaning given to that term in paragraph 2.3.7 of Schedule 2 (Payment);
"Prohibited Act"	means:	(a) offering or agreeing to give to any servant, employee, officer or agent of the Company any gift or consideration of any kind as an inducement or reward: (i) for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of the Contract or any other contract with the Company; or

- (ii) for showing or not showing favour or disfavour to any person in relation to the Contract or any other contract with the Company; or
- (b) entering into the Contract or any other contract with the Company with which commission has been paid or has been agreed to be paid by the Supplier or on its behalf or to its knowledge unless, before the Contract is entered into, particulars of any such commission and of the terms and conditions of any such contract for the payment of such contract have been disclosed in writing to the Company; or
- (c) committing an offence:
 - (i) under the Bribery Act 2010;
 - (ii) under the Criminal Finances Act 2017;
 - (iii) under legislation creating offences in respect of fraudulent acts; or
 - (iv) at common law in respect of fraudulent acts,

in relation to the Contract or any other contract with the Company; or
- (d) defrauding or attempting to defraud the Company;

"Public Procurement Termination Event" means:

- (a) the Contract or any contract has been subject to substantial modification which would require a procurement procedure in accordance with Regulation 72(9) of the

Public Contracts regulations 2015 or Regulation 88(8) of the Utilities Contracts Regulations 2016); or

- (b) if the Company determines that the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the EU Treaties as retained by the EUWA and applicable procurement regulations.

"QUENSH"	has	the meaning given in Schedule 5 (Health, Safety, Quality and Environmental Requirements);
"Regulations"	includes	any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
"Relief Event"	has	the meaning given to it in Clause 22 (Relief Events);
"Remediation"	means	any or all investigation, sampling, analysing, removing, remedying, cleaning up, abating, containing, controlling or ameliorating the presence in or effects on the environment of any contamination or pollution including, but without limitation, the removal, treatment and disposal of material and the treatment and monitoring of ground waters and gases and emissions and the obtaining of expert technical, legal and other professional advice (including all project management functions);

"Replacement Employer"	has	the meaning given to it in Clause 24.1;
"Required Action"	has	the meaning given to it in Clause 29.4;
"Responsible Procurement Policy"	means	the policy document entitled the "GLA Group Responsible Procurement Policy" dated June 2017 and as may be amended;
"Rule Books"	means	the rule books covering the operation of trains and stations and accessing the track and published by the Company from time to time;
"Safety Breach"	means	a material breach of any obligation under the Contract caused by the gross incompetence of or wilful default by the Supplier (or anyone employed by or acting on behalf of the Supplier (including Supplier Personnel)) or any of its agents which has materially affected the safe operation of the TfL Network or the safety of the Company's customers, staff or any other person;
"Schedule of Supplier Personnel Rate Components"	has	the meaning given in paragraph 1 of Schedule 2 (Payment);
"Senior Representatives"	means	the Supplier's Senior Representative and the Company's Senior Representative;
"Services"	means	the services stated in the Specification or any other part of this Contract to be performed by the Supplier under this Contract and any services, functions or responsibilities which may reasonably be regarded as incidental to the supply of the Services and/or anything necessary to comply with them and which may reasonably be inferred from this Contract and

which includes the provision of Supplier Personnel;

"Services Commencement Date" means the date specified as such in Schedule 1 (Contract Data);

"Shift" means any of the following shifts that Supplier Personnel may be required to attend the Worksites. Shift length will be a minimum of eight (8) hours and a maximum of twelve (12) hours, as set out in the Rule Books:

- Monday to Friday dayshift (Traffic Hours;
- Monday (Sunday night/Monday morning) to Friday (Thursday night/Friday morning) nightshift (Engineering Hours);
- Saturday dayshift (Traffic Hours);
- Saturday (Saturday night/Sunday morning) nightshift (Engineering Hours);
- Sunday / Bank Holiday dayshift (Traffic Hours);
- Sunday (Saturday night/Sunday morning) / Bank Holiday (the night before the Bank holiday/Bank holiday morning) nightshift (Engineering Hours);
- Christmas & New Year Bank Holidays dayshift (Traffic Hours); and
- Christmas (Christmas Eve night/Christmas morning) Bank Holiday & New Year's day (New Year's eve/New

Year's Day morning) Bank Holiday
nightshift (Engineering Hours);

"Skill Group" means any of the following groups of Skill Types:

- LU Core Protection Skills;
- LU Protection Additional Skills;
- Network Rail Protection Skills;
- Network Rail Isolation Skills; and
- Network Rail Isolation Teams,

as described in more detail in paragraph 5 of
Schedule 3 (Specification);

"Skill Type" means any of the following Skill Types:

- (A) Protection Operative Engineering Hours;
- (B) Protection Operative Traffic Hours;
- (C) Protection Operative Dual Certified;
- (D) Train Movements Operative;
- (E) Depot Possession Controller;
- (F) Possession Controller;
- (G) Possession Worksite Access Coordinator (PWAC);
- (H) Train Site Person in Charge (SPC);
- (I) Fire Watchman;
- (J) Track Trolley Controller;
- (K) De-Icing Operative;
- (L) Assessor (Protecting Workers on Track (PWT) – Engineering Hours (EH)/Traffic Hours (TH));
- (M) Assessor (PWT-Train Movement (TM)/Possession Controller (PC));

- (N) Site Access Controller;
- (O) Control Room Manager;
- (P) Site Person in Charge (for Non-Intrusive Visual Surveys and Inspections only) with PWT;
- (Q) Network Rail (NR) Controller of Site Safety (COSS);
- (R) NR Direct Current (DC) Strap Man (for third rail operations);
- (S) NR DC Strapman Level A;
- (T) NR Person in charge of Protection (PICOP);
- (U) NR Senior Person in Charge of Protection (SPICOP);
- (V) NR Engineering Supervisor;
- (W) NR Protection Controller;
- (X) NR Lookout/Site Warden;
- (Y) NR Crane Controller;
- (Z) NR Crane Controller Tandem Lifter;
- (AA) NR Crane Controller Foreman;
- (BB) NR Handback;
- (CC) NR Points Operator;
- (DD) NR Hand signaller;
- (EE) NR Level crossing attendant;
- (FF) NR Possession Support (PS);
- (GG) NR Safe Work Leader;
- (HH) Nominated Person;
- (II) Isolation walkouts and whiteboard meetings;
- (JJ) Bond checks in accordance with NR Standard NR/L2/ELP/21087;
- (KK) Power isolations (Packages A-F inc.);

“Social Value”	has	the meaning given to it in paragraph 1.3 of Schedule 11 (Social Value);
“Social Value Portal”	has	the meaning given to it in paragraph 1.3 of Schedule 11 (Social Value);
"Specification"	means	the description of the Services to be provided by Supplier in accordance with this Contract as set out or referenced in Schedule 3 (Specification), including any subsequent amendments made in accordance with this Contract;
"Standards"	means	the Category 1 and 2 Standards and Draft Category 1 and 2 Standards and such European, British and International Standards and associated Codes of Practice required by the Company for the Supplier to provide the Services in accordance with Good Industry Practice. A full set of current Standards is available for the Supplier's use on-line at the LU Standards e-library or as notified to the Supplier;
“Subcontract”	has	the meaning given in Clause 35.5(a);
“Subcontractor”	has	the meaning given in Clause 35.5(b);
"Supplier"	means	the entity named as such in the Contract;
"Supplier Default"	has	the meaning given in Clause 30.1;
"Supplier Personnel"	means	all employees, workers, agents or consultants of the Supplier and the Supplier's Subcontractors from time to time;
"Supplier Personnel Rates"	means	the rate for each Skill Type as listed in Appendix 1 to Schedule 1 (Contract Data) and adjusted in

		accordance with Part C (Price Adjustment for Inflation) of Schedule 2 (Payment);
"Supplier Personnel Rates Breakdown"	means	the breakdown of the Supplier Personnel Rates by Skill Type as set out in Appendix 4 of Schedule 1 (Contract Data);
"Supplier's Representative"	means	the person appointed by the Supplier and named as such in Schedule 1 (Contract Data);
"Supplier's Senior Representative"	means	the person appointed by the Supplier and named as such in Schedule 1 (Contract Data), as may be updated by the Supplier from time to time in writing;
"Term"	means	the duration of the Contract which, unless terminated earlier in accordance with this Contract, shall be the Initial Term as may extended pursuant to Clause 2.2 of the Contract;
"Termination Notice"	means	a notice of termination issued in accordance with this Contract;
"TfL" or "Transport for London"	means	Transport for London, a statutory body set up by the Greater London Authority Act 1999;
"TfL Group"	means	Transport for London and all of its subsidiaries and their subsidiaries (as defined in Section 1159 of the Companies Act 2006) from time to time, together with Crossrail Limited (company number 04212657) and reference to any "member of the TfL Group" refers to TfL or any such subsidiary;
"TfL Network"	means	the assets owned, or used by, and/or the services provided by or on behalf of, any member of the TfL Group;

"Tools of the Trade"	means	the tools and equipment stipulated in the Specification as necessary to be provided by the Supplier and brought to the Worksites for each of the Skill Groups as set out in paragraph 6 of Schedule 3 (Specification);
"Traffic Hours"	has	the meaning given to it in the Rule Books;
"Transfer Regulations"	means	all or any of the following: the Transfer of Undertakings (Protection of Employment) Regulations 2006; the Transfer of Employment (Pension Protection) Regulations 2005; any other or further regulations, order or statutory instrument which apply or are capable of applying to a person to whom section 257 of the Pensions Act 2004 applies, as amended, replaced or extended from time to time and including any regulations or other legislation which (either with or without modification) re-enacts, adopts, consolidates or enacts in rewritten form any such regulations;
"Transferring Employees"	means	those employees or workers of or those engaged by the Current Service Provider who transfer or have the right to transfer to the Supplier under the Transfer Regulations;
"Transparency Commitment"	means	TfL's commitment (applying to TfL, the Company and the rest of the TfL Group) to publish contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and TfL's own published transparency commitments;
"Value Added Tax" or "VAT"	means	value added tax as provided for in the Value Added Tax Act 1994 and legislation (whether delegated or otherwise) supplemental thereto

		and any tax replacing, or adding to, the same or of a similar nature;
"Variation"	means	any addition, omission or other change to the Contract and/or the Specification;
"Variation Order"	means	the written authorisation from the Company to a Variation Proposal in accordance with the Contract Variation Procedure;
"Variation Proposal"	means	the written proposal put by the Company or the Supplier for a Variation in accordance with the Contract Variation Procedure in substantially the form set out in Appendix 1 of Part A (Contract Variation Procedure) to Schedule 4 (Contract Variation Procedure and Additional Services);
"Water Technology List"	means	the government-managed list of energy-efficient plant and machinery that forms part of the Enhanced Capital Allowance scheme;
"Weekly Shift Report"	has	the meaning given to it in Schedule 14 (Project Processes);
"Working Day"	means	any day of the week (other than Saturday or Sunday) which is not an English bank holiday, or public holiday;
"Worksite"	means	the site(s) and/or work areas at which the Services are to be provided as advised by the Company by means of the Daily Look-ahead Download.

1.2 Headings in the Contract are for only for convenience and shall not affect the interpretation of the Contract.

1.3 Where appropriate, the singular includes the plural and vice versa and words importing a particular gender shall include all genders.

- 1.4 Any reference to "writing" means a communication consisting of words in any legible and visible form, including words produced by any form of electrical or mechanical means and in typed, electronic or printed format as well as in manuscript, and "written" shall be construed accordingly.
- 1.5 A reference to a Clause or Schedule shall be to a Clause of, or a Schedule to, the Contract (as the case may be) and references to the any Contract include its recitals and Schedules.
- 1.6 References to (or to any specified provision of) the Contract or any other document shall be construed as references to the Contract that provision or that document as in force for the time being and as from time to time amended in accordance with the terms of the Contract or the document in question.
- 1.7 Reference to any Applicable Laws and Standards also includes a reference to the Applicable Laws and Standards as from time to time amended, extended or re-enacted.
- 1.8 References to the "Company" shall include its successors, transferees and assignees.
- 1.9 References to a person, firm or company shall include any individual company, unincorporated association or body (including a partnership or joint venture) or other entity whether or not having a separate legal personality.
- 1.10 Any obligation on a Party to do or not do any act, matter or thing includes an obligation to procure that it is done or not done (as the case may be).
- 1.11 Words preceding the words "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words.
- 1.12 In the event that a conflict, ambiguity or inconsistency exists between the Clauses of this Contract and the Schedules or between any of the Schedules, then (save as expressly provided in this Contract) the order of precedence shall be as follows:
- (a) the Clauses of this Contract;
 - (b) the Schedules to this Contract (equal priority, but subject to this Clause 1.12);
- and

- (c) any other document referred to in, or incorporated by reference into, this Contract.
- 1.13 If there is any inconsistency between any diagram and any text, the text shall take precedence.
- 1.14 In the event of any inconsistency between the Schedules and the Parts, Annexes or Appendices thereto, the Schedules shall prevail.
- 1.15 Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of the Company, nor the failure of the same shall, unless otherwise expressly stated in this Contract, relieve the Supplier of any of its obligations under this Contract or of any duty which it may have hereunder to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of the approval, consent, examination, acknowledgement or knowledge.
- 1.16 Where this Contract contemplates that the Company may elect, determine, approve, reject, consent, nominate, appoint, decide, specify, permit or consider any matter or thing, the Company may make such election, determination, approval, rejection, consent, nomination, appointment, decision, specification, permission or consideration in its absolute discretion without being required to give reasons, unless this Contract expressly requires otherwise.
- 1.17 Where this Contract contemplates that the Company may elect, determine, approve, reject, consent, nominate, appoint, decide, specify, permit or consider any matter or thing, this means in advance and in writing in order for the Supplier to be able to place reliance on it.
- 1.18 This Contract was drafted with the joint participation of the Parties and no provision of this Contract will be construed adversely to a Party solely on the ground that such Party was responsible for the preparation of this Contract or that provision.
- 1.19 Where used in any part of this Contract the phrase "reasonable endeavours" shall be taken to mean an obligation to do whatever could reasonably be done in the circumstances to fulfil the obligation concerned by:
- (a) a responsible and sufficiently funded contractor acting in accordance with Good Industry Practice (in the case of the Supplier); or

- (b) a responsible customer receiving the Services (in the case of the Company).

2 Commencement and duration

- 2.1 This Contract and the rights and obligations of the Parties (excluding the obligations of the Supplier to provide the Services but including the Supplier's obligation to provide the Mobilisation Activities) shall take effect on the Commencement Date and (save in the event of earlier termination) shall continue until the Expiry Date unless extended in accordance with Clause 2.2. The obligation of the Supplier to provide the Services shall take effect on the Services Commencement Date and (save in the event of earlier termination) shall continue until the Expiry Date unless extended in accordance with Clause 2.2.
- 2.2 The Company shall, at its sole option, be entitled at any time prior to the date falling no later than twelve (12) months prior to the Expiry Date to serve notice on the Supplier of its decision to extend this Contract for a period of up to one (1) calendar year (the "**Extension Period**") either in respect of all or part of the Services.
- 2.3 The provisions of this Contract shall continue to apply mutatis mutandis to any such extension of this Contract (other than Clause 2.2 containing the option to extend and subject to any variations as may be agreed by both Parties).
- 2.4 Save as otherwise may be agreed, the Supplier Personnel Rates at the start of the Extension Period shall be the Supplier Personnel Rates in the immediately preceding twelve (12) months prior to the Extension Period, indexed in accordance with the provisions of Clause 15 (Price and Payment) and Schedule 2 (Payment).
- 2.5 On receipt of notice by the Supplier from the Company, further to Clause 2.2, this Contract shall be deemed extended accordingly.

3 Due Diligence

- 3.1 The Supplier acknowledges and agrees that the Company has delivered or made available the Disclosed Data and that the Supplier has:
 - (a) satisfied itself of all details relating to the Specification; and
 - (b) satisfied itself as to the assets to which it will acquire rights and the nature and extent of the risks assumed by it under this Contract.

- 3.2 The Company shall not be liable for any costs arising from the Supplier's failure to perform its obligations under this Clause 3 or from any actual or perceived lack by the Supplier of information or knowledge.
- 3.3 The Supplier shall not in any way be relieved from any obligation under this Contract nor shall it be entitled to make any claim against the Company on grounds that any information, whether obtained from the Company or otherwise (including information made available by the Company), is incorrect or insufficient and shall make its own enquiries as to the accuracy and adequacy of that information.
- 3.4 The Supplier acknowledges, represents and warrants that:
- (a) the Company has relied upon the Supplier's expertise and professionalism in the carrying out of all due diligence activities in relation to this Contract including the requesting of and verification of all Disclosed Data; and
 - (b) the Disclosed Data, together with the Supplier's own expertise and knowledge of the Company's operations, are sufficient to enable the Supplier to satisfy itself:
 - (i) as to the scope and nature of the Services to be provided; and
 - (ii) that it is able to perform its obligations under this Contract.
- 3.5 The Supplier shall not be entitled to any additional payment nor be excused from any liability under this Contract and has no right to make a claim against the Company as a result of:
- (a) the Supplier misinterpreting any matter or fact relating to the Specification or this Contract; or
 - (b) the Supplier having failed to review the Disclosed Data or any documents referred to in the Disclosed Data.
- 3.6 Subject to Clause 3.7, no warranty, representation or undertaking (whether express or implied) is given by the Company as to the relevance, accuracy, completeness, adequacy or fitness for purpose of any Disclosed Data or that such information constitutes all of the information relevant or material to the Specification and the Services. The Supplier represents and agrees that it has placed and will place no reliance on the Disclosed Data and that it has made its own enquiries to satisfy itself

as to the accuracy, adequacy and completeness of the Disclosed Data supplied to it in connection with this Contract. Accordingly, the Supplier shall not be relieved from any obligation under this Contract in connection with:

- (a) the supply and the content of any Disclosed Data; and
- (b) any representations or statements made in respect of any Disclosed Data, and all liability on the part of the Company in connection with the matters set out at Clauses 3.5(a) and 3.5(b) is excluded to the extent permitted by Applicable Laws.

3.7 Nothing in this Clause 3 shall exclude any liability which the Company or any of its agents or employees would otherwise have to the Supplier in respect of any statements made fraudulently or fraudulent omissions to make statements prior to the Commencement Date.

4 Supplier Warranties

4.1 The Supplier warrants to the Company that:

- (a) it is properly constituted and incorporated under the laws of England and Wales and has all necessary authority, power and capacity to enter into this Contract, and that this shall remain the case until the Expiry Date;
- (b) it has entered into and executed this Contract by its duly authorised representatives in accordance with all procedures required by its governing laws and constitutional documents and all necessary corporate and other actions required to authorise the execution of, and the performance of its obligations under, this Contract have been taken by the Supplier and this Contract is executed on behalf of the Supplier by a duly authorised representative of the Supplier;
- (c) it has the right to grant to the Company and any member of the TfL Group all licences (including without limitation all rights to sub-license) of all and any Intellectual Property Rights as contemplated in this Contract and such Intellectual Property Rights are not infringing upon the Intellectual Property Rights or infringed by the Intellectual Property Rights of any third party;
- (d) it has examined the Specification and all other documents forming this Contract and is not aware of any ambiguity or discrepancy within this Contract or

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between this Contract and any other documents which it is required to comply with which might adversely affect the carrying out of the Services for the Supplier Personnel Rates in accordance with the terms of this Contract;

- (e) at the Commencement Date there are no actions, suits or proceedings or regulatory investigations pending or, to the Supplier's knowledge (having made all due enquiry), threatened against or affecting the Supplier or any of its assets before any court or administrative body or arbitration tribunal that might affect the ability of the Supplier to meet and carry out its obligations under this Contract;
- (f) at the Commencement Date all information, representations and other matters of fact communicated in writing to the Company or its agents or employees in connection with the response of the Supplier to the Invitation to Tender or in the course of negotiations in respect of this Contract are true, complete and accurate in all respects or were at the time they were made with any omissions or inaccuracies being notified to the Company by the Supplier prior to the Commencement Date by way of updating information;
- (g) as at the Commencement Date, the execution, delivery and performance by the Supplier of its obligations under this Contract will comply with Applicable Laws and will not result in a default under any agreement by which the Supplier is bound or any order or decree of any court of competent jurisdiction or arbitrator which is binding on the Supplier, and which could prevent the supplier from entering into and performing its obligations under this Contract;
- (h) it has not (and none of its employees or contractors or agents or any employees of any contractors or agents has) committed any Prohibited Act in relation to this Contract prior to entering into or in entering into this Contract;
- (i) it has and will throughout the duration of this Contract have in place adequate procedures (as referred to in Section 7(2) of the Bribery Act 2010) designed to prevent persons associated with the Supplier from bribing any person with the intention of obtaining or retaining business for the Supplier or with the intention of obtaining or retaining an advantage in the conduct of business for the Supplier;

- (j) it has obtained or will obtain, at or before the time such Necessary Consents are required to be obtained, all Necessary Consents from time to time necessary to carry out its obligations under this Contract;
- (k) as at the date of this Contract there are no material facts or circumstances in relation to the financial position or operational constitution of the Supplier which have not been fully and fairly disclosed to the Company and which if disclosed might reasonably have been expected to affect the decision of the Company to enter into this Contract;
- (l) no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Supplier, having made all due enquiry, threatened) for the winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of the assets or revenues of the Supplier;
- (m) it has, and until the Expiry Date will continue to have, the expertise to supply the Services;
- (n) it is resident for tax purposes in (and only in) the UK and undertakes that it will at all times ensure that its affairs are conducted in a way which ensures they are, and will remain, resident for tax purposes in (and only in) the UK;
- (o) as at the date of this Contract, it has notified the Company in writing of any Occasion of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasion of Tax Non-Compliance;
- (p) it shall, where applicable to the Supplier, comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it; and
- (q) as at the date of this Contract, it has not been in any of the situations referred to in Regulation 57(1) of the Public Contracts Regulations 2015 and should therefore have been excluded from the procurement procedure in accordance with Regulation 80(2) of the Utilities Contracts Regulations 2016.

5 Supplier's Primary Obligations

5.1 The Supplier shall provide:

- (a) the Mobilisation Activities; and

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(b) the Services,

to the Company and perform its obligations under this Contract in accordance with the terms set out in the Contract (including the Schedules).

5.2 The Supplier shall ensure and warrants to the Company that:

(a) the Services will:

- (i) be performed by appropriately qualified and trained personnel exercising the highest standard of diligence, care and skill;
- (ii) be performed in accordance with the Specification;
- (iii) conform to all Applicable Laws (including but not limited to any law and regulations applicable to the Company or the TfL Network);
- (iv) comply with all Standards and any additional standards listed in the Specification;
- (v) be performed in accordance with the requirements of the ISO 9000 and ISO 14000 series, as appropriate to the provision of the Services, or any equivalent international quality assurance standards as may be accepted as an alternative in the absolute discretion of the Company; and
- (vi) comply with the requirements of the Company set out in the Contract and all lawful and reasonable directions of the Company;

(b) it shall provide the required Supplier Personnel and Tools of the Trade as set out in the Specification;

(c) all Supplier Personnel involved in the provision of the Services:

- (i) shall arrive at the Worksite(s) punctually and able to commence the Services at the time designated;
- (ii) are entitled to work in the United Kingdom;
- (iii) have no known employment history indicating that they are unsuitable to work for the Company;

- (iv) can communicate effectively, both orally and in writing, in the English language;
 - (v) are equipped with all necessary PPE in compliance with the Standards and this Contract;
 - (vi) are equipped with all necessary Tools of the Trade required to undertake the Services in accordance with the Specification;
 - (vii) perform their tasks in accordance with Good Industry Practice; and
 - (viii) have received appropriate training for particular tasks as is indicated by the Specification.
- (d) it shall be able to provide documentary evidence that all Supplier Personnel involved in the provision of the Services are appropriately qualified and competent to perform the Services in accordance with the Contract;
- (e) it shall at all times comply with the requirements of Schedule 5 (Health, Safety, Quality and Environmental Requirements).
- 5.3 The Supplier shall use all prudent and commercial steps necessary to mitigate and minimise any actual or potential Losses (including but not limited to costs on or relating to termination of the Contract).
- 5.4 The Supplier shall ensure that all Supplier Personnel provided to the Company in accordance with the terms of the Contract comply with all relevant obligations of the Supplier in accordance with the Contract.
- 5.5 The Supplier shall carry out the Services in such a manner as not to endanger or interfere in any way with the railway, the Company or any operator.
- 5.6 Without prejudice to Clauses 5.1 to 5.5 the Parties shall co-operate with one another and act reasonably and in good faith in and about the performance of their respective obligations and the exercise of their respective rights under the Contract.
- 5.7 For the avoidance of doubt, neither a communication from the Company nor the review or acceptance of the Services waives, limits or amends in any way any warranties, liabilities or responsibilities of the Supplier under this Contract.

6 Provision of Labour

6.1 The Supplier shall supply to the Company the Supplier Personnel:

- (a) in the numbers;
- (b) of the required trades and skills; and
- (c) to the required shift/working pattern and at the times,

set out in the Contract and identified in or required pursuant to the Specification, Schedule 14 (Project Processes) or as otherwise instructed by the Company.

6.2 The Supplier warrants and undertakes that the Supplier Personnel supplied to the Company are, and at all times during the provision of the Services in accordance with the Contract shall remain, competent to perform the role for which they have been supplied in accordance with the Contract (including (without limitation) the Specification) or as otherwise instructed by the Company.

6.3 Subject to Clauses 6.4 to 6.7 inclusive the Company shall have the right to issue an instruction changing the manner in which the Services are provided which may:

- (a) reduce or increase the numbers of Supplier Personnel required; and/or
- (b) change the trades, grades or skills required; and/or
- (c) change the shift/working pattern required; and/or
- (d) change the Standards; and/or
- (e) otherwise amend the Specification,

such instruction shall be issued in accordance with Clause 14.1 and Schedule 4 (Contract Variation Procedure and Additional Services).

6.4 The minimum period of notice for an instruction changing the manner in which the Services are provided is as stipulated in Schedule 1 (Contract Data). The minimum period does not apply to the implementation of a change to the Standards or the serving of a health and safety notice or the removal of incompetent Supplier Personnel in which event the instruction shall be implemented at the earliest possible moment.

- 6.5 In the event that the Company seeks to change the manner in which the Services are provided with less than the minimum period of notice, the Supplier shall use its best endeavours to meet the Company's requirements.
- 6.6 In the event that the Company omits the Services required either in whole or in part in accordance with Clause 6.3 the Company shall owe no liability with regard to any part of the Services not used save that should the Company omit the Services required either in whole or in part with less than the minimum notice period stipulated in Schedule 1 (Contract Data), the Company shall pay those justified and reasonable costs incurred by the Supplier directly relating to that part of the Services not used provided that such costs were otherwise unavoidable and are supported by documentary evidence.
- 6.7 With reference to Clause 5.3 the Supplier shall use best endeavours to mitigate the costs incurred under Clause 6.6 and any failure to do so will relieve the Company from any liability in respect of additional payment.

7 Labour Utilisation

- 7.1 The Company shall instruct the Supplier Personnel supplied in accordance with the Contract to carry out only such tasks as are consistent with their qualifications and skill.
- 7.2 The Supplier, and/or the Supplier's Representative, shall comply with the provisions of Schedule 14 (Project Processes) including in relation to the planning of resource.

8 Early Warning

- 8.1 The Supplier shall give an early warning by notifying the Company as soon as it becomes aware of any matter which could:
- (a) reduce Supplier Personnel productivity;
 - (b) prevent the Supplier from performing its obligations under this Contract or cause the Supplier to be in breach of this Contract or any sub-contract;
 - (c) adversely affect the Company: or
 - (d) cause a breach of any Applicable Laws or Standards.

9 Records and Audit

9.1 The Supplier shall, and shall procure that its Subcontractors shall, maintain a true and correct set of records (including personnel records and any information reasonably requested by the Company to verify the Supplier's compliance with clause 24.22) relating to all aspects of their performance of the Contract and all transactions related to the Contract. For the avoidance of doubt, such records shall include but are not limited to:

- (a) all necessary information for the evaluation of claims or variations;
- (b) management accounts, information from management information systems and any other management records;
- (c) accounting records (in hard copy as well as computer readable data);
- (d) subcontract files (including proposals of successful and unsuccessful bidders, bids, re-bids etc);
- (e) original estimates;
- (f) estimating worksheets;
- (g) correspondence;
- (h) variation and claims files (including Documentation covering negotiated settlements);
- (i) general ledger entries detailing cash and trade discounts and rebates;
- (j) commitments (agreements and leases) greater than £5,000;
- (k) details of the work or services performed;
- (l) details of the hours worked;
- (m) details of the costs incurred;
- (n) detailed inspection records; and
- (o) such materials prepared in relation to the Invitation To Tender and subsequent tendering process relating to cost breakdowns, reconciliations against best and

final offer pricing and project plans, in each case which have not already been provided to the Company.

- 9.2 The Supplier agrees, and shall procure that its Subcontractors agree, to retain all such records in such a manner as the Company may reasonably instruct for a period of not less than twelve (12) years after completion of performance this Contract. In the absence of specific instructions as to the method of storage, the Supplier shall retain its records in an orderly and logical fashion and in a legible form.
- 9.3 The Company and its authorised representatives and any party legally authorised to inspect any part of the TfL Network and/or Worksite(s) shall have the right to inspect and audit any of the records referred to in this Clause 9 at any time during the period referred to in Clause 9.2.
- 9.4 The Supplier shall promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
- (a) granting or procuring the grant of access to any premises or Worksite(s) used in performance of the Contract, whether the Supplier's own premises or otherwise;
 - (b) granting or procuring the grant of access to any equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under the Contract, wherever situated and whether the Supplier's own equipment or otherwise;
 - (c) making any contracts and other documents and records required to be maintained under the Contract available for inspection;
 - (d) providing a reasonable number of copies of any contracts and other documents or records reasonably required by the Company's auditor and/or granting copying facilities to the Company's auditor for the purposes of making such copies; and
 - (e) complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of the Contract.

- 9.5 The Supplier shall maintain an effective and economical programme for monitoring and maintaining quality of the Services, including any and all services forming part of them, planned and developed in conjunction with any other functions of the Supplier necessary to satisfy the Contract's requirements.
- 9.6 The Supplier shall permit the Company's authorised representatives, access and facilities (as required and when notified) for the purpose of systems and product quality audits including but not limited to access to Documentation showing results of testing and inspection, certificates of conformance and safety-related documents. The Supplier shall provide the Company with a copy of any or all of the records listed in this Clause 9 free of charge within thirty (30) days of the Company's request for the same.
- 9.7 The Supplier shall, and shall ensure that any Subcontractor shall, ensure that appropriate security systems are in place to prevent unauthorised access to, extraction of and/or alteration to data during the audit undertaken pursuant to the Contract.

10 Company's Obligations

- 10.1 The Company shall pay the Supplier the Periodic Services Price for the Services in accordance with Clause 15, Schedule 2 (Payment) and the terms of the Contract.
- 10.2 Payment of the Periodic Services Price shall not affect any claims or rights which the Company may have against the Supplier and shall not be an admission by the Company that the Supplier has performed its obligations under the Contract properly.
- 10.3 As regards the Company, this Contract is not exclusive and the Company may:
- (a) itself perform any services similar or analogous to any part of or all of the Services or any Additional Services; or
 - (b) contract with any third party to perform any services similar or analogous to any part of or all of the Services or any Additional Services.
- 10.4 In the event that the Company contracts with any third party to perform any services similar or analogous to any part or all of the Services, the Supplier shall provide such information and assistance and within such timescales as the Company may reasonably request in connection with such procurement.

11 Tools of the Trade

- 11.1 Save for any Company Equipment that the Company agrees to provide in accordance with this Contract, the Supplier shall provide all such Tools of the Trade required by the Contract and shall ensure that the Tools of the Trade are available for use by the Supplier Personnel whenever required for the provision of the Services.
- 11.2 The Supplier shall ensure that the Tools of the Trade required by the Contract are maintained in good working order and comply with the Standards and Applicable Laws and are suitably and properly certificated and insured.

12 Company Equipment

- 12.1 Not used
- 12.2 Any Company Equipment supplied by the Company to the Supplier shall remain the property of the Company and the Supplier shall ensure that all Company Equipment are properly labelled as the property of the Company and are kept separate from and not mixed with any materials owned or in the possession of the Supplier or with any materials supplied to it by third parties.
- 12.3 The Supplier shall check the Company Equipment at the time of delivery to ensure that they are in good condition and in accordance with the Specification and shall certify the advice note of the supplier of the Company Equipment accordingly and return the advice note as soon as reasonably possible to that supplier. The Supplier shall report any loss or damage immediately following inspection of the Company Equipment to the Company, the Company's Representative, the supplier of the Company Equipment and the carriers of the Company Equipment. In the event that such a report is not made, the Supplier shall be responsible for any loss or damage existing at the time of receipt which would have been apparent on a visual check of quantities and condition.
- 12.4 The Supplier shall properly store all Company Equipment and other property of the Company whilst the same are in the Supplier's possession and protect the same from damage by exposure to the weather and shall take every reasonable precaution against accident or damage to the same from any cause. The Supplier shall be liable for all loss or damage to such Company Equipment and other property of the Company whilst the same are in, or ought to be in, the Supplier's possession or in, or ought to be in, the possession of any sub-contractor of the Supplier except where such loss or

damage is solely due to any negligent act or omission of the Company or its employees.

- 12.5 The Supplier shall maintain the Company Equipment in accordance with paragraph 7 of Schedule 3 (Specification).
- 12.6 The Supplier shall return to the Company's Representative all Company Equipment provided to the Supplier in accordance with Schedule 16 (Obligations on Handover) or as otherwise requested by Company in writing.

13 Title

- 13.1 The Supplier has no title to an object of value or of historical or other interest within the Worksite(s). Without prejudice to the generality of Clause 22, the Supplier shall notify the Company's Representative when such an object is found and the Company's Representative shall instruct the Supplier on how to deal with it. The Supplier shall not move the object without instructions.

14 Variation and Additional Services

- 14.1 The Company may, at any time during the term of the Contract, instruct or authorise (as the case may be) a Variation in accordance with the Contract Variation Procedure, in which event the relevant parts of the Contract shall be amended accordingly.
- 14.2 Any other variation to the terms of the Contract shall be effective only if in writing and signed by both Parties.
- 14.3 Additional Services

Notwithstanding the provisions of Schedule 4 (Contract Variation Procedure and Additional Services) and the definition of Additional Services as set out in Part 1 of Part B of Schedule 4 (Contract Variation Procedure and Additional Services), in the event that the Company elects the Supplier to deliver any additional or varied works or services (whether or not defined as Additional Services in Part 1 of Part B of Schedule 4 (Contract Variation Procedure and Additional Services)), the Company shall have the right to determine, in its sole discretion and in all circumstances, whether the provisions of the Contract Variation Procedure set out in Part A of Schedule 4 (Contract Variation Procedure and Additional Services) or the provisions of the Additional Services procedure in Part B of Schedule 4 (Contract Variation Procedure and Additional Services) shall apply. In the event that Additional Services are deemed to

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be treated as a Variation pursuant to Part A of Schedule 4 (Contract Variation Procedure and Additional Services), the provisions of Part B of Schedule 4 (Contract Variation Procedure and Additional Services) shall not apply.

15 Price and Payment

- 15.1 The Company shall pay the Supplier the Periodic Services Price for the Services in accordance with the terms of this Contract and Schedule 2 (Payment).
- 15.2 Payment of the Periodic Services Price shall not affect any claims or rights which the Company may have against the Supplier and shall not be an admission by the Company that the Supplier has performed its obligations under this Contract properly.
- 15.3 The Supplier shall ensure that all Payment Applications clearly show the Contract Reference Number.
- 15.4 The Supplier may submit any VAT invoice as a PDF Invoice by email to the email address in Schedule 1 (Contract Data). The Supplier shall ensure that each PDF Invoice has a unique file reference and be a separate PDF file.
- 15.5 All sums payable to the Company by the Supplier under the Contract (including any Abatement(s)) shall be paid in full, free of any present or future taxes, levies, duties, charges, fees or withholdings and without any deduction, restriction, conditions, withholding, set-off or counterclaim whatsoever; and if the Supplier is compelled by law to make any deduction or withholding, the Supplier shall gross up the payment so that the net sum received by the Company will be equal to the full amount which the Company would have received had no such deduction or withholding been made.
- 15.6 No payment made by the Company shall indicate or be taken to indicate the Company's acceptance or approval of any part of the Services or any act or omission of the Supplier from any obligation or liability imposed upon the Supplier by any provision of the Contract or otherwise.

16 Performance Measurement

- 16.1 At the end of the Company's first full Period after the Commencement Date (and for the duration of the Contract) every four (4) weeks after that date the Company shall assess the Supplier's performance under the Contract in accordance with Schedule 9 (Performance Measurement).

16.2 The Company shall have the right to:

- (a) levy Abatements as set out in Schedule 9 (Performance Measurement); and
- (b) use the Escalation Procedure set out in Schedule 9 (Performance Measurement) to rectify any unsatisfactory performance by the Supplier in its performance of the Contract or any failure by the Supplier to meet the performance standards set out in Schedule 9 (Performance Measurement).
- (c) Without limiting any other remedy, if the Services are not performed in accordance with this Contract then the Company shall be entitled to appoint an alternative supplier(s) to perform the relevant Services and/or rectify the relevant failure and recover from the Supplier any costs reasonably incurred by the Company in obtaining such substitute services from such alternative supplier(s). Such costs shall at the Company's option either:
 - (i) be deducted from any payment due to the Supplier whether under this Contract or otherwise; or
 - (ii) be the subject of a demand for payment from the Company which, shall be payable by the Supplier as a debt due within fourteen (14) days of the date of demand.

17 Access

- 17.1 The Company shall give the Supplier access to the parts of the TfL Network required for the performance of the Services in accordance with the provisions of this Clause 17.
- 17.2 Subject to the provisions of this Clause 17, the Company will use its reasonable endeavours to give access to any part of the TfL Network necessary for the provision of the Services.
- 17.3 The Supplier acknowledges that the Company does not guarantee uninterrupted or exclusive possession to any parts of the TfL Network and that its access to some parts of the TfL Network may be limited in accordance with the Contract.
- 17.4 The Supplier shall ensure that all booked access is used efficiently with minimal disruption and disturbance to others or damage to the TfL Network. The Supplier shall

make good any such damage at its own cost at the earliest opportunity and to the reasonable satisfaction of the Company's Representative.

- 17.5 The Supplier shall not, and shall ensure that its Supplier Personnel do not, frustrate any booked access or cause any booked access to be withdrawn. The Supplier shall indemnify and keep indemnified the Company in respect of any claims by third parties relating to the disruption, delay or cancellation of their access due to the actions or omissions of the Supplier.

18 Work on Company's Worksites

18.1 During the Term, the Supplier shall:

- (a) ensure the Supplier Personnel used in the provision of the Services are competent, properly trained and supervised and hold appropriate qualifications or certifications in accordance with any Applicable Laws and Standards;
- (b) ensure that all employees and agents of the Supplier including any of the Supplier's Subcontractors working on the Company's or third parties' sites comply with the sites' local safety arrangements and undergo any relevant induction or training necessary and comply with all reasonable instructions of the Company or third party;
- (c) notwithstanding the terms of Clause 18.1(d), accept full responsibility for its Subcontractors and ensure that such Subcontractors adhere to the terms and conditions of the Contract;
- (d) supply the Company with a list of all Supplier Personnel working on the Company's or third parties' site and notify the Company in writing of any changes to the identity of such personnel within one (1) Working Day of such change taking place;
- (e) ensure that no employees or agents of the Supplier including any of the Supplier's Subcontractors use the Company's or a third parties' site equipment without the prior written consent of the Company or the relevant third party;
- (f) carry out the Services in such a manner as not to endanger or interfere in any way with the railway, the Company or any railway operator. The Supplier shall strictly observe all rules and regulations set out or referred to in the Contract and any further instructions, rules and regulations which it may from time to

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time receive from the Company's Representative for the working, protection and return of the railway or for the protection of persons on or adjacent to the railway; and

- (g) attend the Company or any third party in order to advise on the effects of the Supplier's actions or proposed actions in respect to the Services on the integrity and/or functionality of any other aspect of the railway.
- (h) Without prejudice to Clauses 18.1(a) to (g) the parties shall co-operate with one another and act reasonably and in good faith in and about the performance of their respective obligations and the exercise of their respective rights under the Contract.

18.2 The Company's Representative may require the Supplier to remove from any Worksite any Supplier Personnel who in the opinion of the Company's Representative:

- (a) misconducts themselves or persists in any conduct which is prejudicial to health or safety;
- (b) is incompetent (including in the circumstances set out in clauses 27.1 and 27.2), not in accordance with the Specification or negligent in the performance of their duties;
- (c) has had their employment terminated in whatever capacity from any of the Worksites, any part of the TfL Network or any other Company premises; or
- (d) has committed a Safety Breach or Prohibited Act,

and the Supplier shall comply with the Company's Representative's requirements. Such removal shall not affect the Supplier's obligation to provide the Services in accordance with this Contract. Any such person shall not be engaged again by the Supplier to provide the Services without prior written permission of the Company's Representative.

18.3 Any person removed from the Worksite(s) under Clause 18.2 shall be replaced as soon as reasonably possible by the Supplier and the Supplier shall promptly notify the Company of such replacement and in any event by no later than two (2) Working Days before such replacement.

19 Not Used**20 Environmental Claims**

- 20.1 The Supplier shall indemnify the Company against Losses and Remediation costs in respect of any Environmental Claims which may arise out of or by reason of the Supplier's performance, non-performance or part performance of the Contract including (but not limited to) Part C: (Environmental Requirements) of Schedule 5 (Health, Safety, Quality and Environmental Requirements) to the extent that such Losses and Remediation costs are due to any act, negligence, breach of contract, breach of statutory duty, error, omission or default by the Supplier or its Supplier Personnel.
- 20.2 The Supplier shall notify the Company's Representative and the Company as soon as it becomes aware that any Remediation is or will become necessary on any part of the Company's Worksites.
- 20.3 Where the Supplier discovers or suspects that the site has been contaminated or polluted by another party, the Supplier shall notify the Company's Representative and the Company of the identity of the other party, where known, within five (5) Working Days of such discovery or suspicion.
- 20.4 The Supplier shall not, without the prior written consent of the Company, undertake any environmental investigations on site or commission or undertake any Remediation.

21 Environment, Health and Safety

- 21.1 The Supplier shall comply with its obligations under Schedule 5 (Health, Safety, Quality and Environmental Requirements) of the Contract.
- 21.2 The Supplier shall not endanger in any manner the health and safety of, or unreasonably interfere with the proper performance of the duties of, the Company's employees or third parties or otherwise expose the Company to liability under any Applicable Laws and Standards, including (without limitation) the Health and Safety at Work etc. Act 1974, the Transport and Works Act 1992, or any statutory modifications or re-enactments thereof.
- 21.3 The Supplier shall act in accordance with the health and safety regulations and requirements stated in the Specification, including (but not limited to):

(a) the provisions of the Company's Contract QUENSH Conditions that are indicated as being applicable to this Contract in the QUENSH menu set out in Schedule 5 (Health, Safety, Quality and Environmental Requirements) as amended from time to time; and

(b) the Company's drug and alcohol principles as amended from time to time.

21.4 Section 14.1.1 (Alcohol and drugs) of QUENSH shall apply to the Contract as if the term "LU Premises" means any of the Company's property and/or Worksites, and as if references to "LU" are references to the Company.

21.5 The Company may at its discretion carry out on the Supplier's behalf any testing of the Supplier's employees, Subcontractors or agents for drugs or alcohol which the Contract requires the Supplier to carry out. The reasonable cost to the Company of carrying out the testing shall be paid by the Supplier.

Working on and Adjacent to the Railway

21.6 The Supplier shall ensure that the Supplier Personnel shall conduct themselves in such a manner as not to endanger or interfere in any way with the railway, the Company or any railway operator. The Supplier shall ensure its Supplier Personnel are instructed to strictly observe all Applicable Laws and Standards set out or referred to in the Contract and any further rules, regulations or instructions which he may from time to time receive from the Company for the working and protection of the railway or for the protection of persons on or adjacent to the railway or railway operations.

21.7 In all cases where the Services have to be carried out on or adjacent to the railway traffic, the Supplier shall require its Supplier Personnel to observe special precautions for the protection of such railway traffic in accordance with the requirements stated or referred to in the Specification.

22 Relief Events

22.1 The following are events which may cause the Supplier delay or disruption and for which the Supplier may be relieved from termination due to a Supplier Default subject to the terms of this Clause 22 ("**Relief Events**"):

(a) (subject to compliance by the Supplier with the requirements of Clause 17) the frustration of any access to be provided by the Company in accordance with Clause 17;

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- (b) a breach of this Contract by the Company (except to the extent caused by or contributed to by the Supplier or any sub-contractor or person for whom those parties are responsible) that is not one of the other Relief Events;
- (c) flooding caused by rising water table or by weather conditions including extraordinary storm, bursting or overflow of water tanks, apparatus or pipes (for which the Supplier is not responsible);
- (d) an interruption in the supply of power or other utility services for which the Supplier is not responsible, if and only to the extent that such failure or interruption is not caused by, and its effects are beyond the reasonable control of, the Supplier and it could not reasonably have avoided or provided against the effects;
- (e) any act of terrorism or a specific threat of terrorism which results in the partial or total, temporary or long term closure of the TfL Network and/or Worksite(s);
- (f) lightning, earthquake or extraordinary storm;
- (g) fire;
- (h) tunnel collapse;
- (i) compliance with the provision of Sections 118 to 121 of the Railways Act 1993;
- (j) the discovery of fossils, antiquities or other material which in each case is required to be exhumed or unexploded bombs; and
- (k) strikes, lock outs or other industrial action being in each case industry-wide.

22.2 The Supplier shall notify the Company's Representative of the occurrence of an event which has happened or which it expects to happen if:

- (a) it believes it to be a Relief Event that is delaying or disrupting (or is likely to delay or disrupt) the Services; and
- (b) the Company's Representative has not notified the event to the Supplier.

The event shall be notified as soon as is reasonably practicable and in any event no later than five (5) Working Days after the Supplier becomes aware or ought reasonably to have become aware of the event or the likelihood of its occurrence.

22.3 The Supplier shall submit full and detailed particulars of any Relief Event to the Company's Representative as soon as reasonably practicable after receiving the Company's Representative's notification and in any event no longer than ten (10) Working Days after the occurrence. The particulars shall include full, detailed particulars of the cause and effect of the Relief Event and:

- (a) the extent of the delay, if any;
- (b) details of the measures adopted by the Supplier to mitigate the effects of the Relief Event;
- (c) the likely effects, if any, on access requirements; and
- (d) such further information as may reasonably be required by the Company.

The Company shall be entitled to:

- (A) seek clarification in respect of the particulars provided by the Supplier; and/or
- (B) request further particulars and related information in connection with the occurrence of the Relief Event.

Provided that there shall be no increase to the Supplier Personnel Rates arising as a result of a Relief Event.

22.4 If the Company's Representative decides that the occurrence is a Relief Event in accordance with this Contract and is delaying or disrupting (or is likely to delay or disrupt) the Services then:

- (a) without prejudice to Clause 22.5, the Supplier shall not be deemed to be in breach of this Contract as a result of its failure to perform and the Company shall not be entitled to apply the provisions of Schedule 9 (Performance Measurement) in respect of any affected Services, to the extent that the same is attributable to the Relief Event; and
- (b) the Supplier shall be entitled to an extension of time, equal to the length of the delay caused by the applicable Relief Event, for the performance of its affected obligations.

- 22.5 The Company shall be under no obligation to make any payments to the Supplier in respect of any Services affected by the Relief Event during the period in which the Relief Event is subsisting provided that any such non-performance by the Supplier shall be disregarded for the purposes of the Company's right to terminate this Contract pursuant to Clause 30.
- 22.6 The Supplier shall have no entitlements in accordance with Clause 22.4 to the extent that:
- (a) the event or any of its effects arises from any error, unlawful act or omission, negligence, default, breach of contract, breach of statutory duty and/or failure to comply with this Contract of the Supplier or any of its employees or agents or of any sub-contractor or supplier or any of their employees or agents;
 - (b) the Supplier has failed to take all reasonable steps to mitigate the actual or potential effect of the event or has failed to use its best endeavours to adjust the order and sequence in which it proposes to provide the Services; and/or
 - (c) the Company's Representative decides that there was no such occurrence, that the occurrence was not one of the Relief Events, or that the occurrence has had no adverse effect on the provision of the Services.
- 22.7 In the event that information is provided after the date referred to in Clauses 22.2 and/or 22.3, then the Supplier shall not be entitled to any extension of time or relief from its obligations under this Contract in respect of the period for which the relevant information is delayed.
- 22.8 This Clause 22 shall not give the Supplier any entitlement to an extension of the period of the Supplier's employment under this Contract or any extension to the Expiry Date.
- 22.9 A Relief Event may not be notified after the Expiry Date (or termination if earlier).

23 Independent Supplier

- 23.1 The Supplier is an independent Supplier and is not and shall not hold itself out as, and shall procure that none of the Supplier's employees, agents or Subcontractors or their employees hold themselves out as, an agent of the Company. All personnel used by the Supplier in the performance of its obligations under the Contract shall be employees of the Supplier, or any Subcontractor or agent of the Supplier.

24 Supplier Personnel

24.1 For the purposes of this Clause 24.

ITEPA 2003 means the Income Tax (Earnings and Pensions) Act 2003;

"Relevant Claims and Liabilities" means all liabilities, obligations, proceedings, court or tribunal orders, losses, fines and penalties, damages, expenses, costs (including reasonable legal costs and disbursements) actions, claims and demands;

"Replacement Employer" means any person to whom a Subsequent Relevant Employee may or does transfer under the Transfer Regulations on expiry or termination of the Contract (or part of it);

"Subsequent Relevant Employee" means a person employed or engaged by the Supplier or relevant Subcontractor from time to time in respect of any part of the Services who would transfer to a Replacement Employer by virtue of the Transfer Regulations on expiry or termination of the Contract (or part of it);

"Subsequent Transfer Date" means the time and date on which a Subsequent Relevant Employee transfers to a Replacement Employer by virtue of the Transfer Regulations;

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24.2 The Supplier will comply, and shall procure that its Subcontractors comply, with any obligations which may arise out of a transfer to the Company or another person under the Transfer Regulations upon the Expiry Date or earlier termination of the Contract.

24.3 At any time during the last twelve (12) months of the Contract and/or during any period of notice terminating the Contract, the Company may require the Supplier to provide, within a specified period of being requested, to the Company (or to any other person or persons nominated by the Company) such information as is reasonably required by the Company or such other persons relevant to the potential liabilities of the Company or any other person arising under the Transfer Regulations including but not limited to information on the following:

- (a) the names of employees or workers (of the Supplier or its Subcontractors) engaged in providing the Services, their salaries and other conditions of employment, ages and length of service;

- (b) the method of organisation of the employees or workers (of the Supplier or its Subcontractors) engaged in providing Services and documentary evidence relating to such organisation;
- (c) the proposals for informing and consulting with affected employees or workers;
- (d) details of collective agreements and union recognition agreements; and
- (e) any other employee liability information within the meaning of the Transfer Regulations, and will in addition provide copies to the Company upon request of any communication with any potential or intended new consultant or the Supplier's employees or workers or their representatives relating to the effect on such employees or workers of the expiry or termination of the Contract.

24.4 The Supplier will provide the Company upon request with the name and address of a person within its organisation to whom all queries and requests for information under this Clause 24 may be addressed. The Supplier will, if required by the Company, warrant that any information provided under Clause 24.3 is accurate, complete and not misleading, including any information supplied in relation to its Subcontractors.

24.5 The Supplier will not, and will procure that its Subcontractors will not, in the twelve (12) months prior to the Expiry Date (or, where notice of termination is given of less than six (6) months, during any such period of notice) without the Company's written consent:

- (a) re-organise or substantially alter the number or method of organisation or identity of the employees or workers engaged in providing the Services, except to the extent that any such change is the result of a bona fide business reorganisation of the Supplier or the relevant Subcontractor which is not related or confined to the employees or workers engaged in providing the Services or the expected Expiry Date or termination of the Contract; or
- (b) make any increase to the salaries or any significant change to the terms and conditions of employment of the employees or workers engaged in providing the Services, except where such increases or changes would have arisen in the ordinary course of the Supplier's or the relevant Subcontractor's business and are not related to the Expiry Date or termination of the Contract (either because they are applied to all of the Supplier's or the relevant Subcontractor's employees or workers, whether or not engaged in providing the Services or

otherwise) or are the result of a bona fide business reorganisation of the Supplier or the relevant Subcontractor which is not related or confined to the employees or workers engaged in providing the Services or to the Expiry Date or termination of the Contract.

- 24.6 The Supplier shall indemnify the Company against all Relevant Claims and Liabilities arising from or incurred by reason of any act or omission of the Supplier, its servants or agents in connection with or arising from or incurred by reason of the employment of the Transferring Employees, including but not limited to any claim against the Company or any other person for damages for breach of contract, or for compensation for unfair or wrongful dismissal or redundancy, or failure to provide comparable pension rates, or failure to provide information, or failure to inform or consult Transferring Employees, or in respect of death or personal injury, breach of statutory duty or any other claim in tort by a Transferring Employee, or by a person who would be a Transferring Employee but for any act or omission (including dismissal or constructive dismissal) of the Supplier, arising from the operation (or alleged operation) of the Transfer Regulations in relation to the Services.
- 24.7 The Supplier shall indemnify the Company and all Replacement Employers against all Relevant Claims and Liabilities arising from or related to:
- (a) any claim by a Subsequent Relevant Employee in respect of any default, failure or omission (or alleged default, failure or omission) by any person whatsoever concerning or arising from employment before a Subsequent Transfer Date in respect of which the Company or the Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations;
 - (b) any claim by any former or existing employee or worker of the Supplier or relevant Subcontractor (other than a Subsequent Relevant Employee) in respect of which the Company or a Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations; and
 - (c) in this Clause 24.7 "**Relevant Claims and Liabilities**" include those incurred by the Company by reason of any contract term between the Company and a Replacement Employer provided always that in relation to Relevant Claims and Liabilities which the Company may incur to a Replacement Employer, the

Supplier shall not be required to indemnify the Company for more than or with a greater scope than it would if such Relevant Claims and Liabilities were made against or incurred by the Company in providing an indemnity to the Replacement Supplier on the same terms set out in sub-clauses (a) and (b) above.

- 24.8 The provisions of this Clause 24 are without prejudice to the Transfer Regulations. For the avoidance of doubt, any remedies available to the Company for any breach by the Supplier of any provision of this Clause 24 shall be in addition to and not in substitution for any remedies available to the Company under any provision of the Transfer Regulations.

Key Personnel

- 24.9 The Supplier shall ensure that each of the Key Personnel devotes substantially their whole time and effort to the performance of the Services. The Supplier shall take all reasonable steps to ensure it retains the services of the Key Personnel and shall not without the Company's prior written consent terminate their employment, remove or change Key Personnel or do any such thing which would cause any of the Key Personnel to resign.
- 24.10 The Supplier agrees to inform the Company, as soon as reasonably practicable, of any changes to the Key Personnel where any relevant member of Key Personnel dies, suffers long term sickness or disability, is incapacitated by reason of ill health or accident from performing their duties for a period of or periods aggregating thirty (30) days in the preceding three (3) months, is guilty of gross or serious misconduct, goes on any period of statutory leave (other than holiday) or leaves the Supplier's employment.
- 24.11 The Supplier shall be responsible for the costs of replacing any member of Key Personnel with an appropriately qualified and competent replacement (including but not limited to, the cost of training any replacement to ensure that they can take over the vacated position efficiently and without disrupting the Services). The Supplier shall use all reasonable endeavours to ensure that any replacement for any member of Key Personnel is engaged and available to perform their role as soon as reasonably practicable and at least within seven (7) days of the expiry of the notice period of the relevant member of Key Personnel. Where termination of the relevant member of Key Personnel is due to gross or serious misconduct, a replacement shall be engaged and

available to perform their role as soon as reasonably practicable and in any event within twenty-eight (28) days. Further, save where the relevant member of Key Personnel being replaced has vacated the position immediately due to death, illness, gross misconduct or some other similar reason, the Supplier shall, at its own cost, ensure that the member of Key Personnel being replaced works in parallel with their replacement to hand over to them for a period of seven (7) days or any shorter period agreed between the parties.

24.12 The Supplier shall, a reasonable period before an offer of engagement is made to a replacement member of Key Personnel, provide such information about and access to the relevant individual as the Company may reasonably require. The Company shall notify the Supplier if it objects to the appointment of an individual as a member of Key Personnel, together with its reasons for such objection. The Supplier shall comply with any request by the Company that a particular person should not become a member of Key Personnel.

24.13 The Company may change the list of Key Personnel on reasonable notice and subject to the consent of the Supplier, such consent not to be unreasonably withheld or delayed.

Supplier Personnel

24.14 Not used.

24.15 The Supplier shall be responsible and liable for the recruitment, training, management, removal and termination of all Supplier Personnel and the acts and omissions of the Supplier Personnel in the provision of the Services and shall indemnify the Company on demand in respect of all Losses that may be suffered or incurred by the Company in connection with the acts or omissions of Supplier Personnel in connection with or relating to the provision of the Services and/or when dealing with any individuals employed or engaged in any capacity by the Company.

24.16 The Supplier shall adopt the following process in the event that any Supplier Personnel become surplus to requirements during the Term:

- (a) where Supplier Personnel become surplus to requirements and are displaced, the Supplier shall use reasonable endeavours to identify and offer one suitable alternative job to each such Supplier Personnel elsewhere in the Supplier;

- (b) where within one (1) month of the displacement of Supplier Personnel, the Supplier is unable to identify a suitable alternative job within its respective organisation the Supplier shall ask the Company whether there are any suitable vacancies within its organisation or other Subcontractor organisations;
- (c) where the Company is asked by the Supplier whether there are any suitable vacancies within its organisation, the Company shall use reasonable endeavours to identify a suitable alternative job and shall notify the Supplier in writing within one (1) month of the request being made whether such an alternative position has been identified;
- (d) where the Supplier is asked by another Subcontractor whether there are any suitable vacancies within its organisation, the Supplier shall use reasonable endeavours to identify a suitable alternative job and shall notify the other Subcontractor in writing within one (1) month of the request being made whether such an alternative position has been identified; and
- (e) where the Company or another Subcontractor has a suitable vacancy for that Supplier Personnel and is prepared to offer that vacancy to such employee, it shall provide full details of that vacancy to the Supplier (together with the notification as to whether the position has been identified and that Supplier Personnel shall upon accepting an offer from the Company or the other Subcontractor (as the case may be) transfer on the standard terms and conditions for that organisation unless otherwise agreed between the Supplier Personnel and, as the case may be, the Company or the other Subcontractor.

24.17 In the event that the Supplier, having complied with its obligations under Clause 24.16 is unable to identify a suitable alternative job for the displaced employee or the displaced employee rejects any suitable alternative job offer (including any job offer made by the Company or another Subcontractor), then the Supplier may dispense with the services of the displaced employee.

24.18 The Supplier shall keep the Company and any successor to the Supplier and any of its or their officers, agents and employees indemnified in full and on demand from and against any and all Losses arising out of, in relation to, in connection with or as a result of any allegation, claim or assertion that any Supplier Personnel is or was or has been held or deemed to have been an employee or worker of the Company or, save where the Transfer Regulations apply, an employee or worker of any successor to the

Supplier or to have been otherwise engaged directly by the Company, including without limitation against any liability arising from or in connection with any claim for wrongful or unfair dismissal or for a redundancy payment;

24.19 The Supplier shall be responsible for deduction and payment of all tax, National Insurance contributions and other levies in respect of persons employed or engaged by the Supplier including the Supplier Personnel and shall keep the Company and any successor to the Supplier and any of its or their officers, agents and employees indemnified in full and on demand from and against any and all Losses arising out of all liability to make such statutory payments that may be suffered or incurred by the Company and any successor to the Supplier.

24.20 The Supplier shall ensure that Supplier Personnel are contractually obliged to comply with:

- (a) all Applicable Laws and Standards, relevant statutes, regulations and codes of practice from time to time in force applicable to the performance of the Contract and applicable to the Company's business;
- (b) the Company's health and safety policy whilst the Supplier Personnel are on the Company's premises or Worksite(s); and
- (c) a restriction not to disclose any confidential information of the Company or of any member of the TfL Group or of the Company's customers or suppliers or agents (direct or indirect), which they may acquire during the course of the performance of the Contract.

24.21 The Company and the Supplier acknowledge and agree that the Agency Workers Regulations (AWR) does not apply to this Contract on the basis that it is understood that Supplier Personnel will not be working under the direction and/or supervision of the Company.

24.22 The Supplier shall not (and shall procure that any Subcontractor shall not) engage any Supplier Personnel through an "intermediary" within the meaning of either section 49 or section 61M ITEPA 2003 or a "managed serviced company" within the meaning of section 61B ITEPA 2003.

25 London Living Wage

25.1 The Supplier acknowledges and agrees that the Mayor pursuant to section 155 of the Greater London Authority Act has directed that members of the TfL Group ensure that the London Living Wage be paid to anyone engaged by any member of the TfL 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 Company's estate in the circumstances set out in Clause 25.2(a). For the purposes of this Clause 25 only "Subcontractor" means a sub-contractor (of any tier) of the Supplier.

25.2 Without prejudice to any other provision of this Contract, the Supplier shall:

(a) ensure that its employees and procure that the employees of its Subcontractors engaged in the provision of the Services or performance of this Contract:

(i) 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

(ii) on the Company's estate including (without limitation) premises and land owned or occupied by the Company,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

(b) ensure that none of:

(i) its employees; nor

(ii) the employees of its Subcontractors,

engaged in the provision of the Services or performance of this Contract be paid less than the amount to which they are entitled in their respective contracts of employment;

(c) provide to the Company such information concerning the London Living Wage as the Company or its nominees may reasonably require from time to time, including (without limitation):

(i) all information necessary for the Company to confirm that the Supplier is complying with its obligations under this Clause 25; and

- (ii) reasonable evidence that this Clause 25 has been implemented;
- (d) disseminate on behalf of the Company to:
 - (i) its employees; and
 - (ii) the employees of its Subcontractors,

engaged in the provision of the Services or performance of this Contract such perception questionnaires as the Company may reasonably require from time to time and promptly collate and return to the Company responses to such questionnaires; and
- (e) cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):
 - (i) allowing the CCSL to contact and meet with the Supplier's employees and any trade unions representing the Supplier's employees;
 - (ii) procuring that the Supplier's Subcontractors allow the CCSL to contact and meet with the Subcontractors' employees and any trade unions representing the Subcontractors' employees,

in order to establish that the obligations in Clause 25.2(a) have been complied with.

25.3 For the avoidance of doubt the Supplier shall:

- (a) implement the annual increase in the rate of the London Living Wage; and
- (b) procure that its Subcontractors 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.

25.4 The Company reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Supplier's staff and the staff of its Subcontractors.

- 25.5 Without limiting the Company's rights under any other termination provision in this Contract, the Supplier shall remedy any breach of the provisions of this Clause 25 within four (4) weeks' notice of the same from the Company (the "**LLW Notice Period**"). If the Supplier remains in breach of the provisions of this Clause 25 following the LLW Notice Period, the Company may by written notice to the Supplier immediately terminate this Contract.

26 Responsible Procurement

- 26.1 The Supplier and the Company acknowledge and agree that the Mayor, in accordance with section 155 of the GLA Act has directed the Company and its subsidiaries to do all things reasonably necessary to comply with (inter alia) the Responsible Procurement Policy in its procurement activities.
- 26.2 The Supplier shall, and shall procure that its sub-contractors (of any tier) shall, comply with, and shall provide such co-operation and assistance as may be reasonably requested by the Company to enable the Company to comply with the Responsible Procurement Policy.
- 26.3 The Supplier acknowledges and agrees that the Company is required to develop a policy relating to the promotion of the procurement of works, goods and services in an ethical manner (the "**Ethical Sourcing Policy**") which shall reflect and be consistent with the relevant principles of the Responsible Procurement Policy, and the Supplier shall and shall procure that all of its sub-contractors shall, comply with such Ethical Sourcing Policy to the extent it does not conflict with the Responsible Procurement Policy.
- 26.4 Where applicable to the Supplier, the Supplier shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it. The Supplier shall implement an Ethical Sourcing and Modern Slavery Action Plan in accordance with Section 2 (Ethical Sourcing and Modern Slavery) of Schedule 15 (Responsible Procurement) to this Contract.
- 26.5 The Supplier acknowledges and agrees that it (and its sub-contractors) shall be required to comply with any changes to the Responsible Procurement Policy (and any adjustment or amendment to the Ethical Sourcing Policy as a result of such amendment or adjustment to the Responsible Procurement Policy).

- 26.6 The Supplier shall procure that any sub-contractor is required to comply with the provisions of this Clause 26 and that the provisions of this Clause 26 are included in any sub-contract (of any tier).
- 26.7 The Supplier shall not, and shall procure that any sub-contractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or sub-contract in accordance with the operation of this Clause 26.
- 26.8 The Supplier shall at all times comply with the ETI Base Code set out in Appendix 2 to Schedule 15 (Responsible Procurement) of the Contract and shall at all times comply with the provisions of Schedule 11 (Social Value) and Schedule 15 (Responsible Procurement).

27 Incompetent Supplier Personnel

- 27.1 The Supplier shall notify the Company immediately if it believes that any Supplier Personnel is unsuitable for the Contract or the relevant Services or becomes aware of any matter that indicates that a member of the Supplier Personnel may be unsuitable (including in the circumstances set out in Clause 27.2) for the Contract or the relevant Services or is inconsistent with any information previously provided including where a member of the Supplier Personnel ceases to have the appropriate skills, approvals or a right to work in the UK or where this Contract may be or has been breached.
- 27.2 Supplier Personnel will be deemed to be incompetent and not in accordance with the Specification if their standard of workmanship or their productivity is held to be less than can be reasonably expected from a person of their purported competency, skill and training when compared with industry standards in the opinion of the Company's Representative. Work undertaken by incompetent Supplier Personnel may be rejected as defective.
- 27.3 Where the Supplier Personnel supplied by the Supplier are deemed to be incompetent and not in accordance with the Specification, including in the circumstances set out in Clauses 27.1 and 27.2, the Supplier shall replace such Supplier Personnel in accordance with Clause 18.2.
- 27.4 Where the Company notifies the Supplier that Supplier Personnel are deemed incompetent and not in accordance with the Specification, the Supplier shall not be entitled to payment of the part of the Periodic Services Price relating to the provision of Supplier Personnel which is the subject of such notification from the Company.

27.5 Where the Company suffers direct loss due to one of the specified events listed in Clause 27.6, then:

- (a) the Company shall be entitled to recover from the Supplier an amount relating to such direct loss, provided that such deduction is limited to the non-attendance or partial attendance of Supplier Personnel and the abortive costs of other labour utilisation (including the Company's and third party labour) and abortive costs of Company Equipment utilisation including access bookings as may be caused by the specified event; and
- (b) this shall constitute a Level 2 Non-Conformance as defined in and to be dealt with in accordance with Schedule 9 (Performance Measurement).

27.6 The specified events referred to in Clause 27.5 are:

- (a) non-attendance of Supplier Personnel either individually or collectively except where this is due to exceptional circumstances affecting travel or access to the Worksite(s);
- (b) partial attendance of Supplier Personnel either individually or collectively where the hours worked are less than required by the Specification;
- (c) Supplier Personnel either individually or collectively not having the required competency, skills, training, certification and/or permits or not having the Tools of the Trade necessary to provide the Services;
- (d) removal of any Supplier Personnel due to a default of the Supplier or any Supplier Personnel supplied by the Supplier, including without limitation a Safety Breach or Prohibited Act; and
- (e) non-attendance of Supplier Personnel arising from any strike or other industrial action, that is not a Relief Event under Clause 22.1(k).

28 Intellectual Property Rights

Existing Contracts

28.1 This Contract is entirely without prejudice to, and nothing in it is intended to, nor shall, in any way prejudice the rights of any member of the TfL Group in relation to intellectual property under or pursuant to Existing Contracts.

Vesting of Intellectual Property Rights created under this Contract

- 28.2 All Intellectual Property Rights created as a result of, and/or wholly or mainly in connection with the performance of, and/or in order to perform, the Contract ("**Developed Work**") shall vest in the Company. The Supplier shall assign or shall procure that each of the Supplier Personnel and its sub-contractors (of any tier) or other third party (as applicable) shall assign such Intellectual Property Rights to the Company and shall execute or procure the execution of such documents and take such steps as the Company may reasonably require to give the Company the full benefit of this Contract. The Supplier shall procure that each member of the Supplier Personnel waives its moral rights or similar rights in the Developed Work. The Supplier shall ensure that no person engaged by it in pursuance of this Contract including any Supplier Personnel shall at any time do anything to jeopardise the Company's ability to secure and protect such rights. The Supplier shall if requested by the Company procure that each member of the Supplier Personnel enters into a written undertaking with the Company in such form as the Company may require from time to time to assign to the Company any such Intellectual Property Rights, before that Supplier Personnel commences any work for the Company pursuant to the Contract or otherwise.
- 28.3 Notwithstanding the provisions of Clause 28.2, the Supplier shall ensure that if, in carrying out any work under this Contract, the Supplier or any of its employees, consultants, sub-contractors or agents (including Supplier Personnel), makes any invention, design, discovery or improvement, whether individually or jointly, which derives from any work carried out under this Contract, then all such information shall be communicated forthwith to the Company and to no other party and the Supplier shall procure assignment of any and all rights in such invention, design, discovery or improvement to the Company.

Ownership of the Supplier's Intellectual Property Rights

- 28.4 Without prejudice to Clause 28.2, all Intellectual Property Rights owned by the Supplier or its sub-contractors (of any tier) or other third party and which are not assigned to, or vested in, the Company pursuant to Clause 28.2 shall remain or be vested in the Supplier, its sub-contractors (of any tier) or other third party (as the case may be).

Company's Licence to use the Supplier's Intellectual Property Rights

28.5 The Company shall have and the Supplier hereby grants, and procures that its sub-contractors (of any tier) or other third party grant, to the Company a worldwide, royalty-free, perpetual, irrevocable, non-exclusive licence (with the right to sub-license such rights to any third party) to use and copy the Intellectual Property Rights referred to in Clause 28.4 for the purposes of:

- (a) understanding the Services;
- (b) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting, replacing, re-procuring and re-tendering the Services;
- (c) extending, interfacing with, integrating with, connecting into and adjusting the Services;
- (d) enabling the Company to carry out the operation, maintenance, repair, renewal and enhancement of the TfL Network;
- (e) executing and completing the Services; and
- (f) enabling the Company to perform its function and duties as Infrastructure Manager and Operator of the TfL Network.

Provision of Supporting Documentation and Other Materials

28.6 The Supplier shall:

- (a) promptly, and in any event by no later than such date as the Company may notify to the Supplier, provide at no charge to the Company, copies of any materials and items (including, without limitation, Documentation) in the Supplier's or sub-contractor's (of any tier) or other third party's possession or control (or which ought reasonably to be in the Supplier's or sub-contractor's or other third party's possession or control) which are referred to or relied upon in using and copying, or required in any way for the use and copying of, the Intellectual Property Rights referred to in Clauses 28.2, 28.3 and 28.5 above; and
- (b) keep copies of such materials, items and Documentation in a secure place where they will not deteriorate and undertake regular (and in any event not less

than every three (3) months) integrity testing of the same and provide written evidence of such testing to the Company at regular intervals and in any event upon the Company's request.

Company's Rights of Retention

- 28.7 If the Supplier has not complied with its obligations under Clause 28.6(a), the Company shall be entitled to retain one quarter of the sums that would otherwise be due to the Supplier under this Contract until the Supplier has complied with its obligations under Clause 28.6(a).

Company's Rights to the Software

- 28.8 If the Supplier or any of its Subcontractors providing software for incorporation into or operation of the Services stops trading, is subject to an insolvency event equivalent to any of those events set out in Clause 30.1(c) (including their equivalent in any jurisdiction to which the Supplier or any of its Subcontractors is subject), makes known its intention to withdraw support of that software or fails to support that software in accordance with the terms of this Contract then the Supplier, at no charge to the Company, shall use its best endeavours to transfer or procure the transfer to the Company of all Intellectual Property Rights in that software.

Company's Rights in relation to Other Procurement Activities

- 28.9 For the avoidance of doubt, the Company shall be entitled to use and copy the materials, items and Documentation referred to in Clause 28.6 and anything in which the Intellectual Property Rights referred to in Clauses 28.2, 28.4 and 28.5 subsist for the purposes of inviting tenders or of procuring services similar to the Services for the carrying out of any activities in connection with the licence under Clause 28.5 subject always to the Company's requirements for tenderers to treat the same in the strictest confidence.

Supplier's Indemnity against Third Party Intellectual Property Rights Infringement

- 28.10 The Supplier shall indemnify and hold harmless the Company against any actions, claims, losses, demands, costs, charges or expenses that arise from, or are incurred by reason of, any infringement or alleged infringement of any Intellectual Property Rights belonging to any sub-contractor (of any tier) or other third party and against all

costs and damages of any kind which the Company may incur in connection with any actual or threatened proceedings before any court or arbitrator or any other dispute resolution forum. If required by the Company the Supplier shall conduct negotiations with any sub-contractor (of any tier) or other third party and/or a defence in relation to any action, claim or demand referred to herein on behalf of the Company.

- 28.11 In the event of a claim of infringement of any Intellectual Property Rights the Supplier shall use all reasonable endeavours to make such alterations or adjustment to the method of providing the Services as may be necessary to ensure that the use and the provision of the Services continues in spite of such claim.

Ownership of the Company's Intellectual Property Rights

- 28.12 Intellectual Property Rights in all documentation and in all other material and items supplied by the Company to the Supplier in connection with the Contract shall remain vested in the Company or the person owning such rights at the time the documentation, material or items were supplied. The Supplier shall, if so requested, at any time, execute such documents and perform such acts as may be required fully and effectively to assure to the Company the rights referred to in this Clause.

Company's Intellectual Property Rights

- 28.13 The Supplier is not entitled to use in any manner whatsoever any Intellectual Property Rights belonging to the Company.

29 Company Step-in

- 29.1 Without limiting any other remedy, if the Supplier fails to comply with its obligations to perform the Services as required by this Contract, the Company shall be entitled to perform or procure the performance of the Services or part thereof itself or from a third party. Without prejudice to any other right or remedy of the Company hereunder or under the general law, all expenditure properly incurred by the Company exercising its rights under this Clause 29 is recoverable by the Company from the Supplier and the Company shall be entitled to deduct such amounts from any amount due or to become due to the Supplier under the Contract.
- 29.2 Without prejudice to the provisions of Clause 29.1 if the Company reasonably believes that it needs to take action in connection with the Services:

(a) because a serious risk exists to the health or safety of persons or property or to the environment; and/or

(b) to discharge a statutory duty,

then the following provisions shall apply.

29.3 The Company shall provide notice to the Supplier in writing of the following:

(a) the action it wishes to take;

(b) the reason for such action;

(c) the date it wishes to commence such action;

(d) the time period which it believes will be necessary for such action; and

(e) to the extent practicable, the effect on the Supplier and its obligations to provide the Services during the period such action is being taken.

29.4 Following service of the notice required in Clause 29.3, the Company or a third party appointed by the Company for the purpose shall take such action as is notified under these provisions and any consequential additional action as the Company reasonably believes is necessary (the "**Required Action**").

29.5 For so long as and to the extent that the Required Action is taken, and this prevents the Supplier from providing any part of the Services, the Supplier shall be relieved from its obligations to provide such part of the Services and the Company shall not be liable to make any payment for such part of the Services.

29.6 For the purposes of this Clause 29 the Supplier hereby grants to the Company and any third party the right to use any Intellectual Property Rights, Documentation, goods, materials and spares belonging to the Supplier or used by the Supplier in connection with the Contract as may be required by the Company to exercise its rights under this Clause 29 and the Supplier shall provide all such co-operation and assistance as may be required by the Company to enable the Company to exercise its rights under this Clause 29.

30 Termination and Suspension

30.1 For the purposes of Clause 30, a "**Supplier Default**" is any of the following events:

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- (a) the Supplier commits a breach of the Contract which in the case of a breach capable of remedy has not been remedied within five (5) Working Days, or such other period as may be agreed between the Supplier and the Company in writing, of the Company serving notice on the Supplier requiring such remedy;
- (b) the Supplier or anyone employed by or acting on behalf of the Supplier (including Supplier Personnel) (whether or not acting independently of the Supplier when committing any breach) commits a Safety Breach or Prohibited Act;
- (c) if:
 - (i) the Supplier enters into compulsory or voluntary liquidation (other than for the purpose of effecting a solvent reconstruction or amalgamation provided that if the company resulting from such reconstruction or amalgamation is a different legal entity it shall agree to be bound by and assume the obligations of the Supplier under the Contract); or
 - (ii) the Supplier is deemed unable to pay its debts as they fall due in accordance with Section 123(1) of the Insolvency Act 1986; or
 - (iii) a meeting of the Supplier's shareholders or directors is convened to consider any resolution for (or petition or file documents with the courts for) its administration; or
 - (iv) an administrative receiver, monitor, manager, administrator, liquidator, trustee or other similar officer is appointed in respect of the Supplier or notice is given to appoint the same; or
 - (v) any similar or analogous procedure or step to any of those referred to in Clauses 30.1(c)(i) to (iv) (inclusive) is taken in any jurisdiction or the Supplier applies to Court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (d) a breach of the Supplier's obligations under Clause 55; or
- (e) the Supplier has, at the date of the Contract, been in one of the situations referred to in Regulation 57(1) of the Public Contract Regulations 2015 and should therefore have been excluded from the procurement procedure in

accordance with those regulations or Regulation 80(2) of the Utilities Regulations 2016 (without prejudice to the Company's rights of termination implied into the contract by Regulation 73(3) of the Public Contracts Regulations 2015 or by Regulation 89(3) of the Utilities Contracts Regulations 2016);

- (f) the Supplier fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law;
- (g) the Company becomes entitled to terminate in accordance with Schedule 9 (Performance Measurement); or
- (h) the circumstances specified in Clause 60.7(g).

30.2 If a breach, that is not a Supplier Default, has continued for more than ten (10) Working Days or occurred more than three (3) times in any six (6) month period then the Company may serve a notice on the Supplier:

- (a) specifying that it is a formal warning notice;
- (b) giving reasonable details of the breach; and
- (c) stating that the breach is a breach which, if it recurs frequently or continues, may result in a termination of this Contract.

30.3 If, following service of a warning notice the breach specified in a warning notice given further to Clause 30.2 has continued beyond twenty (20) Working Days or recurred in three (3) or more months within the six (6) month period after the date of service, then the Company may serve another notice (a "**Final Warning Notice**") on the Supplier:

- (a) specifying that it is a Final Warning Notice;
- (b) stating that the breach specified has been the subject of a warning notice served within the six (6) month period prior to the date of service of the Final Warning Notice; and
- (c) stating that if the breach continues for more than ten (10) Working Days or recurs in three (3) or more months within the six (6) month period after the date of service of the Final Warning Notice, such breach shall constitute a persistent breach and this Contract may be terminated in accordance with Clause 30.5.

- 30.4 A warning notice may not be served in respect of any incident of breach which has previously been counted in the making of a separate warning notice.
- 30.5 If a Supplier Default has occurred and/or the Company is entitled to terminate the Contract pursuant to Clause 30.3(c)) and the Company wishes to terminate this Contract in whole or in part, the Company must serve a Termination Notice on the Supplier.
- 30.6 The Termination Notice must specify the type of Supplier Default which has occurred or other circumstances entitling the Company to terminate and whether the Company is terminating this Contract in whole or in part and if in part, the extent of the termination, and the date on which the termination shall become effective.
- 30.7 Without prejudice to Clause 30.1 to Clause 30.6, the Company shall have the right:
- (a) to terminate the Contract at any time by serving a Termination Notice on the Supplier in writing stating that the Contract will terminate on the date specified in the notice which must be a minimum of six (6) months from the date of issue of the notice; or
 - (b) at any time to require the Supplier to suspend provision of the Services by giving notice in writing (a "**Suspension Notice**") to the Supplier.
- 30.8 Without prejudice to the Company's right to terminate the Contract under Clauses 30.1 to 30.7(a) or at common law, the Company may terminate the Contract at any time following a Declaration of Ineffectiveness or a Public Procurement Terminations Event in accordance with the provisions of Clause 60.1.
- 30.9 In the event that the Company terminates the Contract for any reason under this Clause 30, the Supplier shall, without prejudice to any other rights or remedies which the Company may have under the Contract or under general law, at the Company's option:
- (a) permit the Company to enter the Supplier's premises and take possession of any equipment, goods or documentation which are the property of the Company;

- (b) permit the Company to place an order for the remaining Services with any other person or persons or complete the provision of such Services by its own workmen; and
- (c) promptly return to the Company any equipment, goods or documentation which are the property of the Company and of which the Supplier or any of its Subcontractors have possession.

In any such case, the Company shall be entitled to retain the benefit of any part of the Services already provided by the Supplier in accordance with the Contract, at the material time.

30.10 In the event that the Contract is terminated in accordance with Clause 30.7(a), the Supplier shall be entitled to be paid:

- (a) the total value of the Services provided at the date of termination of this Contract or the relevant part of it (as applicable), such value to be ascertained in accordance with this Contract as if this Contract had not been terminated, together with any amounts due to the Supplier under this Contract not included in such total value; and
- (b) the reasonable properly incurred cost of removal of the Supplier's property from the Worksites in respect of which this Contract has been terminated.

30.11 Following a termination in accordance with Clauses 30.1 to 30.8 (or any of them) (but not a termination in accordance with Clause 30.7(a)):

- (a) the Supplier shall be liable and shall indemnify the Company and keep the Company fully and effectively indemnified for:
 - (i) any Losses of whatever nature arising out of or in connection with the relevant breach; and
 - (ii) where the Company exercises its rights under Clause 30.7(b) and in doing so incurs costs which are in excess of those which would have been incurred in relation to the due provision of the Services under the Contract by the Supplier ("**Excess Costs**"), such Excess Costs.

30.12 The Supplier shall be entitled to be paid for Services provided and which have not been paid for at the date of termination, to the extent that the provision of such Services has

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been terminated, less the cost to the Company of having the Services that have not been carried out completed (whether the Company has those Services delivered or not).

30.13 In the event that the Contract is suspended in accordance with Clause 30.7(b), the Supplier shall:

- (a) issue to the Company a Payment Application in respect of those Services provided to the Company in accordance with the Contract up until the date of such suspension; and
- (b) not carry out any further work in connection with the provision of the Services until such time as the Company issues a notice lifting the suspension (a "**Notice to Proceed**").

30.14 In the event that the Contract is suspended in accordance with Clause 30.7(b), and such suspension continues for a period of twenty-eight (28) days, the Supplier shall be entitled to request that the Company serve a Notice to Proceed. In the event that no Notice to Proceed is issued by the Company within a further fourteen (14) days from such request of the Supplier, the Supplier shall be entitled to approach the Company with a request for a variation, in accordance with the Contract Variation Procedure.

30.15 In the event that the parties are unable to agree upon the variation requested under Clause 30.14, then a Dispute shall be deemed to have arisen and the matter shall be referred for resolution in accordance with Clause 49.

30.16 Termination of the Contract for whatever reason shall not affect the accrued rights of the parties arising in any way out of the Contract as at the date of termination and in particular but without limitation the right to recover damages against the other party.

30.17 The parties shall comply with their respective obligations set out in Schedule 16 (Obligations on Handover).

31 Licences, Consents, Notices and Approvals

31.1 The Company shall obtain all licences, consents, notices and approvals relating to the Services except those stated in the Specification as being the responsibility of the Supplier, which shall be obtained at the Supplier's own cost. The Supplier shall ensure that the conditions or requirements of licences and consents and other approvals are complied with by its Supplier Personnel.

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- 31.2 Where the Specification states that the Supplier will be required to contribute to the preparation of submissions for licences and consents the Supplier shall afford all necessary assistance to achieve such licences and consents within the timescales stated in the Specification.

32 Indemnity and Insurance

- 32.1 The Supplier shall be liable for, and shall indemnify the Company, including any of its employees, servants, agents, subcontractors, directors and officers and members of the TfL Group on an after-tax basis against all Losses suffered or incurred by the Company or any relevant member of the TfL Group, arising from or in connection with the performance or non-performance of the Contract by the Supplier:
- (a) in respect of death or personal injury to any person;
 - (b) in respect of loss of or damage to any property (including the TfL Network and any other property belonging to the Company or for which it is responsible);
 - (c) arising out of or in the course of or by reason of any act, omission, negligence or breach of contract or breach of statutory duty, wilful misconduct of the Supplier Personnel, the Supplier, its employees, agents or Subcontractors; and
 - (d) arising under the Company's contracts with third parties,
 - (e) and shall, at its own cost on the Company's request, defend the Company in any proceedings involving the same.
- 32.2 The Supplier shall not be liable to indemnify the Company or any member of the TfL Group under the indemnity in Clause 32.1 to the extent Losses are solely due to the negligence, breach of duty or breach of contract of the Company.
- 32.3 The Supplier's indemnity under Clause 32.1 and all other indemnities under the Contract shall remain in force for the duration of the Contract and for the period of twelve (12) years after the Expiry Date or earlier termination of the Contract.
- 32.4 The Company may withhold from any sum due or which may become due to the Supplier any sum due to the Company as a result of the operation of Clause 32.1 provided that an appropriate notice to withhold payment has been served by the Company on the Supplier.

- 32.5 Other than in respect of the Losses (i) described in Clauses 32.1(a) and 32.1(d) above and (ii) Excepted Liabilities, neither Party shall have any liability to the other for any Consequential Loss arising out of the performance of its obligations under or in connection with the Contract. Each Party respectively undertakes not to sue the other Party, TfL or any member of the TfL Group in respect of Consequential Loss.
- 32.6 Without prejudice to the obligation to indemnify the Company set out in Clauses 32.1, the Supplier undertakes to:
- (a) maintain at its own cost employer's liability insurance of not less than £10,000,000 (ten million pounds) per occurrence;
 - (b) maintain at its own cost an adequate level of public liability insurance in respect of the Supplier's liability for death or injury to any person and loss of or damage to property and being not less than £10,000,000 (ten million pounds) per occurrence;
 - (c) ensure that the foregoing insurance policy or policies shall be or are effected with a reputable insurer. Such insurance shall be on terms approved by the Company (such approval not to be unreasonably withheld or delayed) and shall be maintained in force for a period not less than twelve (12) years after the completion of the Services;
 - (d) ensure that any Subcontractors also maintain adequate insurance having regard to the obligations under the contract which they are contracted to fulfil; and
 - (e) produce within seven (7) days of any reasonable request by the Company and in any event before the commencement of any of the Services under the Contract, satisfactory evidence in the form of a broker's letter or similar confirming the existence of insurance in accordance with the terms of this Clause 32.6.
- 32.7 The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Clause 32.6.
- 32.8 If the Supplier fails to maintain the insurance policies as provided in this Clause 32, the Company may effect and keep in force any such insurance and pay such premium or premiums at commercially competitive rates as may be necessary for that purpose and

from time to time deduct the amount so paid from any monies due or which become due to the Supplier or recover the same as a debt due from the Supplier.

32.9 The Supplier must comply with the terms and conditions of the insurances and all reasonable requirements of the insurers, including (without limitation), in connection with the prosecution and settlement of claims, the recovery of losses and the prevention of accidents. The Supplier must bear the cost of all exclusions and limitations under the insurances.

32.10 The Supplier's total liability to the Company for all matters arising under or in connection with the Contract, other than the Excepted Liabilities, is limited to an amount of £20,000,000 (twenty million pounds) in each Contract Year and applies in contract, tort and otherwise to the extent allowed under the law of the Contract.

33 Force Majeure

33.1 Neither party shall be in breach of its obligations under the Contract if there is any total or partial failure of performance by it of its duties and obligations under the Contract occasioned by any Force Majeure Event. If either party is unable to perform its duties and obligations under the Contract as a direct result of a Force Majeure Event, that party shall within one (1) Working Day of such event taking place give written notice to the other party specifying the event and the steps taken by it to minimise or overcome the effects of such event. The operation of the Contract shall be suspended during the period (and only during the period) in which the Force Majeure Event continues. Without delay upon the Force Majeure Event ceasing to exist the party relying upon it shall give written notice to the other of this fact. If the Force Majeure Event continues for a period of more than twenty-eight (28) days and substantially affects the abilities of the Supplier to perform its obligations under the Contract, the Company shall have the right to terminate the Contract immediately upon giving written notice of such termination to the Supplier.

34 Confidentiality

34.1 The Supplier undertakes to keep confidential and not to disclose to any third party (without the prior written consent of the Company) any Confidential Information supplied by the Company to the Supplier and shall use such information only for the purpose of the performance of its obligations under the Contract.

34.2 On the Company's request, the Supplier shall, so far as is reasonably possible:

- (a) transfer onto hard copies or other media in industry standard format and programming languages and deliver to the Company any Confidential Information in its possession or control supplied by the Company to the Supplier;
 - (b) return to the Company all copies (whether hard copy or other media) of such Confidential Information; and
 - (c) destroy, erase or otherwise expunge from its records, systems, databases or other forms of archive all such Confidential Information save to the extent that information needs to be retained for statutory purposes or tax purposes.
- 34.3 The Supplier shall ensure that all its Subcontractors, suppliers, employees and agents perform its obligations in Clauses 34.1 and 34.2 as if they were the Supplier, and the Supplier shall be responsible to the Company for any act or omission by its Subcontractors, suppliers, employees and agents in breach of such obligations.
- 34.4 The Supplier shall notify the Company promptly if the supplier becomes aware of any breach of confidence by a Subcontractor, supplier, employee or agent and shall give the Company all assistance the Company reasonably requires in connection with any proceedings the Company brings, or other steps the Company takes, against that Subcontractor, supplier, employee or agent for such breach of confidence.
- 34.5 The Supplier shall not, either alone or jointly with others, publish any material relating to the Company, the Company's Representative, the Contract or the Services without the prior written consent of the Company.
- 34.6 The Supplier shall not, either alone or jointly with others, make any press, television, radio or other media announcement in connection with the Contract or the Services, or any Dispute arising under or in connection with the Contract.
- 34.7 The provisions of Clauses 34.1 to 34.6 shall not apply:
- (a) to any information which is already in the public domain at the time of its disclosure other than by breach of the Contract; or
 - (b) to any information which is required to be disclosed to the extent required by any Applicable Law, the regulations of any recognised stock exchange, any

taxation authorities or by order of a court or other tribunal of competent jurisdiction or any relevant regulatory body.

- 34.8 The Supplier acknowledges that damages would not be an adequate remedy for any breach of this Clause 34 by the Supplier and that (without prejudice to all other remedies to which the Company may be entitled as a matter of law) the Company shall be entitled to any form of equitable relief to enforce the provisions of this Clause.

35 Assignment, Novation and Subcontracting

- 35.1 The Supplier shall not assign, novate, transfer or subcontract any of its rights or obligations under the Contract or any part thereof without the prior written consent of the Company.
- 35.2 The subcontracting of all or any part of the Services to a Subcontractor shall not relieve the Supplier of its obligations to perform the Services under the Contract. The Supplier shall remain responsible for the acts, defaults, omissions and negligence of any of its Subcontractors.
- 35.3 The Company may novate, assign, transfer or subcontract the Contract (or any part thereof) to any person at any time without the consent of the Supplier, provided the Company has given prior written notice to the Supplier.
- 35.4 Within seven (7) days of any written request by the Company to the Supplier, the Supplier shall execute a deed of novation in the form set out in Schedule 6 (Form of Deed of Novation) in favour of any person to whom the Contract is being novated.
- 35.5 For the purposes of Clauses 35.5 to 35.10:
- (a) "Subcontract" means a contract between the Supplier and a Subcontractor; and
 - (b) "Subcontractor" means a subcontractor to the Supplier, being the counterparty of a contract with the Supplier in supply of goods, facilities, services or works necessary for or related to the provision of the Services (or any part of them).
- 35.6 Subject to the Company's prior written consent pursuant to Clause 35.1, where the Supplier subcontracts any or all of the Services, the Supplier shall include in each Subcontract (and procure that its Subcontractors (and any of their subcontractors of any tier) include in each of their subcontracts of any tier):

- (a) payment terms substantially similar to those set out in Clause 15 and Schedule 2 (Payment), and
 - (b) terms allowing the Supplier or (in respect of a subcontract below the first tier) the payer under the relevant subcontract to terminate that subcontract if the relevant subcontractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law.
- 35.7 On or before the Commencement Date, the Supplier shall notify the Company in writing of the name, contact details and details of the legal representative of any Subcontractor, to the extent that such information has not already been provided by the Supplier to the Company. The Supplier shall also immediately provide to the Company in writing, the names, the contact details and details of the legal representatives of each new Subcontractor which the Supplier subsequently involves in the Services after the Commencement Date.
- 35.8 The Company reserves the right to verify whether there are any grounds for excluding any Subcontractor under Regulation 57 of the Public Contracts Regulations 2015. Where necessary for the purpose of the Company's exercise of its right under this Clause 35.8, the Company may request that the information provided by the Supplier under Clause 35.8 shall be accompanied by one or more Single Procurement Document(s) (within the meaning of Regulation 59 of the Public Contracts Regulations 2015) in respect of the relevant Subcontractor(s). Further, the Company:
 - (a) shall require that the Supplier replace any Subcontractor in respect of which the verification has shown that there are compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015; and
 - (b) may require that the Supplier replace any Subcontractor in respect of which the verification has shown that there are non-compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015
- 35.9 The Supplier shall promptly notify the Company of any circumstances from time to time that might give rise to a right of the Company to require replacement of a Subcontractor pursuant to Clauses 35.8(a) or 35.8(b).
- 35.10 The Company shall have no obligation to make any termination or compensation payment on respect of any termination pursuant to Clauses 35.8(a) or 35.8(b).

36 Contract Management

- 36.1 Each Party shall appoint one (1) or more representatives to act on its behalf under this Contract. Each Party shall advise the other Party, in writing, of the names and contact details of its representatives and these shall be recorded in Schedule 1 (Contract Data). The Supplier shall not appoint such a representative without the prior written consent of the Company (which consent shall not be unreasonably withheld). Any Party may, on giving reasonable notice to the other Party, appoint an additional representative or replace an existing representative but the Supplier may only do so with the prior written consent of the Company. Amendments to the Supplier's Representative and/or the Company's Representative (as set out in Schedule 1 (Contract Data)) do not require the Parties to comply with the Contract Variation Procedure.
- 36.2 Each Party shall be responsible for the acts, omissions, neglects and defaults of its representatives as if such acts, omissions, neglects and defaults were its own. Each Party will be bound by any decision made or action taken by its representatives.
- 36.3 Subject to Clause 48, any notice, information, instructions or communication given:
- (a) to the Supplier's Representative shall be deemed to have been given to the Supplier; and
 - (b) to the Company's Representative shall be deemed to have been given to the Company.
- 36.4 The Company shall not be responsible for any notice, communication or other purported instruction required to be given under this Contract given by a person alleging to act for and on behalf of the Company unless such person is one of the Company's Representatives. Accordingly, the Supplier shall not be entitled to rely on any such notice, communication or purported instruction and shall not do so or claim relief, additional time, losses, expenses, damages, costs or other liabilities should the Supplier act on or fail to act on it.
- 36.5 Each party shall comply with their respective obligations set out in Schedule 13 (Contract Management).

37 Poaching of Staff

- 37.1 For the Term, and for a period of six (6) months after the Expiry Date or other termination of the Contract the Supplier shall not directly or indirectly (whether on its own account or for any other person, firm, company or organisation) solicit or endeavour to solicit or entice away from or endeavour to entice away from the Company any employee employed by the Company as at the Commencement Date or thereafter, but excluding any recruitment pursuant to a public advertisement.

38 NOT USED**39 Tax Deduction - The Construction Industry Scheme**

- 39.1 The Supplier shall provide the following information to the Company by no later than the date of the first Payment Application:

(a) If the Supplier is a company:

- (i) Unique Taxpayer Reference ("**UTR**") number; and
- (ii) company registration number.

(b) If the Supplier is a partnership:

- (i) partnership's UTR number;
- (ii) each partner's name; and
- (iii) each partner's UTR number.

(c) If the Supplier is an individual:

- (i) UTR number; and
- (ii) National Insurance number.

- 39.2 The Company's obligation to make any payment under this Contract is subject to the provisions and requirements of HMRC's Construction Industry Scheme.

- 39.3 The Supplier shall note that in the event payments under the Contract are subject to the statutory deduction of tax in accordance with HMRC's Construction Industry Scheme such deduction shall apply to the full value of said payments whether or not such payments may be wholly or partly due to costs other than the cost of labour.

40 Other Activities

- 40.1 The Company accepts that the Supplier may provide services to third parties during the term of the Contract. The Supplier agrees that it will not put itself in a position where its other assignments conflict with the provision of the Services and its obligations under the Contract.

41 Costs

- 41.1 Except as otherwise agreed, each Party shall bear its own costs incurred in connection with the negotiation, preparation and execution of the Contract.

42 Severance

- 42.1 If any provision of the Contract is, or becomes, invalid, illegal or unenforceable in whole or in part then the validity, legality and enforceability of all other provisions and the remainder of the affected provisions of the Contract shall not be affected or impaired, provided that the operation of this Clause 42 would not negate the commercial interest and purpose of the parties under the Contract.
- 42.2 Where a tribunal determines that any provision of the Contract is in any way unenforceable the relevant provision shall be amended or modified to the extent necessary to give the provision a valid legal and enforceable provision which is as similar as possible to that unenforceable provision and is reasonably consistent with the purpose and intent of the Contract.

43 Publicity

- 43.1 The text of any press release or other communication to be published by or in the media concerning the subject matter of the Contract shall require the prior written approval of the Company. No interviews concerning the same shall be given by the Supplier with the media without prior written approval from the Company of the content of such an interview.

44 Corruption, Gifts and Payments of Commission

- 44.1 The Supplier and the Supplier Personnel shall not, and the Supplier shall procure that its Subcontractors and agents do not, commit any Prohibited Act or cause the Company to commit any equivalent act.
- 44.2 The Supplier and the Supplier Personnel shall not, and the Supplier shall procure that its Subcontractors and agents do not, enter into any business arrangements with the

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employees, officers or agents of the Company, other than as a representative of the Company, without the Company's prior written approval.

- 44.3 The Company has the right to audit any and all records necessary to confirm compliance with Clause 44.1 and 44.2 at any time during the performance of the Contract and during the period referred to in Clause 9.2.

45 Criminal Record Declarations

- 45.1 For the purposes of this Clause 45:

"Relevant Individual" means any servant, employee, officer, consultant or agent of either the Supplier or any Subcontractor or supplier carrying out, or intended to be involved in carrying out, any aspect of the Services; and

"Relevant Conviction" means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security.

- 45.2 The Supplier shall procure from each Relevant Individual (as the case may be) a declaration that he has no Relevant Convictions ("**Declaration**") or disclosure of any Relevant Convictions. A Declaration shall be procured prior to a Relevant Individual carrying out any of the Services. The Supplier shall confirm to the Company in writing on request and in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Supplier shall procure that a Relevant Individual notifies the Supplier immediately if he has a Relevant Conviction and the Supplier shall notify the Company in writing immediately on becoming aware that a Relevant Individual has a Relevant Conviction.
- 45.3 The Supplier shall not engage or allow to act on behalf of the Supplier or any Subcontractor in the performance of any aspect of the Services any Relevant Individual who has disclosed a Relevant Conviction or who the Supplier is aware has a Relevant Conviction.
- 45.4 The Company shall have the right in accordance with the audit rights set out in Clause 9 to audit and inspect the records of the Supplier and its Subcontractors and its, and their, respective employees and agents in order to confirm and monitor compliance with this Clause 45 at any time during performance of the Contract.
- 45.5 If the Supplier fails to comply with the requirements under Clause 45.2 and/or 45.3 the Company may, without prejudice to its rights under Clause 30, serve notice on the

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Supplier requiring the Supplier to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration from the Contract and/or Worksite(s) with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the carrying out of the Services unless (in the case of non-compliance with Clause 45.2) within five (5) Working Days of receipt of the notice the Supplier confirms to the Company that he has procured all of the relevant Declarations required under Clause 45.2.

- 45.6 A persistent breach of Clause 45.2 and/or Clause 45.3 by the Supplier shall entitle the Company to terminate the Contract in whole or in part with immediate effect in accordance with Clause 30 as if such persistent breach was a Supplier Default.
- 45.7 In the event the Company becomes aware that a Relevant Individual has a Relevant Conviction, the Supplier shall remove or procure the removal (as the case may be) of such Relevant Individual from the Contract and/or the Worksite(s) with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the carrying out of the Services.
- 45.8 The Supplier shall ensure that each Relevant Individual has the right to work in the UK and shall comply with its obligations under the relevant immigration legislation including but not limited to the obligation to conduct document checks in respect of Relevant Individuals.
- 45.9 Nothing in this Clause 45 shall in any way waive, limit or amend any obligation of the Supplier to the Company arising under the Contract and the Supplier's responsibilities in respect of performance of the Services remain in full force and effect and the Supplier is not entitled to claim any extra costs or time or relief from any of its obligations as a result of any actions under this Clause 45.

46 No Waiver

- 46.1 No failure or delay on the part of either party to exercise any right or remedy under the Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in the Contract are cumulative and are not exclusive of any rights or remedies provided by law.

47 Entire Agreement

- 47.1 The Contract embodies and sets forth the entire contract and understanding of the Parties and shall supersede all prior oral or written contracts understandings or arrangements relating to the subject matter of the Contract. Except in the case of fraud, neither Party shall be entitled to rely on any contract, understanding or arrangement which is not expressly set forth in the Contract.

48 Notices and Service of Process

- 48.1 Subject to Clause 48.3, any notice, communication or document given under, or in connection with, the Contract must be in English and in writing and sent by letter, electronic mail, or delivered by hand (save for PDF Invoices sent by email) to the other Party's representatives in each case to the address stated in Clause 48.2. The notice, communication or document will be effective as follows:

- (a) if sent by letter, it will be effective when it is delivered;
- (b) if the notice or other document is sent by electronic mail, it shall be deemed to be given five (5) working hours (where "working hours" are 09:00 to 17:00 in a Working Day) following the time when the sender's electronic mail system dispatches the electronic mail provided that the correct email addresses are used, and the onus shall be on the sender to prove the time that the electronic mail was dispatched and the address it was sent to. The place of delivery of electronic mail will be deemed to be the postal address of the recipient set out in Schedule 1 (Contract Data);
- (c) if delivered by hand to the other Party's representative, it will be effective immediately once it is delivered; and
- (d) In the case of a PDF Invoice sent by email, it shall be deemed to be received five (5) working hours (where "working hours" are 09:00 to 17:00 in a Working Day) following the time when the sender's email system dispatches the email provided that the correct email addresses are used, and the onus shall be on the sender to prove the time that the email was dispatched and the address it was sent to. The place of delivery of email will be deemed to be the postal address of the recipient set out in Schedule 1 or the relevant Contract.

- 48.2 The address and electronic mail address of the Company and the Supplier are set out in Schedule 1 (Contract Data). If a Party's details change, it must notify the other Party promptly in writing of any such changes.
- 48.3 The Parties agree that proceedings arising out of or in connection with this Contract may not be served by electronic mail provided that the Company may from time to time give notices to the Supplier that such proceedings may be served by electronic mail or fax. If the Company gives such a notice then with effect from such notice such proceedings may be served by electronic mail in accordance with Clause 48.2. The Company may from time to time rescind such a notice by further notice and, with effect from the date of such notice of rescission, proceedings arising out of or in connection with this Contract may not be served by electronic mail or fax.
- 48.4 This Clause 48 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

49 Dispute Resolution

If any question, dispute, difference or claim (a "**Dispute**") should arise under or in connection with this Contract, either Party may refer it for resolution pursuant to Schedule 17 (Dispute Resolution Procedure).

50 Counterparts

- 50.1 The Contract may be executed in several counterparts each of which shall be deemed an original and all of which shall constitute one and the same document.

51 Partnerships and Joint Ventures

- 51.1 If the Supplier is a partnership, the rights, obligations and liabilities of the partners in the partnership under the Contract are joint and several. The Contract and the liabilities of the partners under the Contract shall not automatically terminate upon the death, retirement or resignation of any one or more members of such partnership or upon the admission of additional partner or partners. The partner or partners in the partnership shall use their reasonable endeavours to procure that any additional partner or partners enter into an agreement with the Company confirming their acceptance of the rights, obligations and liabilities of the Supplier under the Contract.

- 51.2 If the Supplier comprises two (2) or more parties in joint venture, the rights, obligations and liabilities of each such party under the Contract are joint and several.
- 51.3 Nothing in the Contract shall constitute, or shall be deemed to constitute, a partnership between the parties. Except as expressly provided in the Contract, neither party is deemed to be the agent of the other and neither party holds itself out as the agent of the other.

52 Governing Law and Jurisdiction

- 52.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 52.2 Without prejudice to Clause 49 (Dispute Resolution), the courts of England and Wales will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract.
- 52.3 Either party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.
- 52.4 Subject to Clause 52.3, each party waives any objection to, and submits to, the jurisdiction of the Courts of England and Wales. Each party agrees that a judgment or order of any such court is binding upon it and may be enforced against it in the courts of England and Wales or any other jurisdiction.

53 Contracts (Rights of Third Parties) Act 1999

- 53.1 Subject to any Replacement Employer's rights under Clause 24 and any successor to the Supplier's rights under Clauses 24.18 or 24.19, no person except any member of the TfL Group may enforce the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999, but this does not affect any other right or remedy of a third party arising at law.
- 53.2 Notwithstanding those rights referred to in Clause 53.1, the Company and the Supplier may agree to vary or rescind the Contract without the consent of any third party.

54 Bonds and Guarantees

- 54.1 Where stated in Schedule 1 (Contract Data), the Supplier shall at its own expense provide, within five (5) Working Days of the Company's request, the following:

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- (a) an executed bond issued by a financial institution whose long term debt obligations are rated not less than A- by Standard & Poor's and/or A3 by Moody's in the form set out in Schedule 7 (Form of Parent Company Guarantee and Performance Bond) in favour of the Company; and/or (as applicable)
- (b) an executed parent company guarantee from the ultimate holding company or other parent company of the Supplier (provided that such company's long-term debt obligations are rated not less than A- by Standard & Poor's and/or A3 by Moody's) in the form set out in Schedule 7 (Form of Parent Company Guarantee and Performance Bond) in favour of the Company.

54.2 The Supplier shall ensure that any bond required under Clause 54.1 provides:

- (a) in aggregate, credit protection for the Company in an amount of not less than the amount specified in Schedule 1 (Contract Data); and
- (b) is renewed every twelve (12) months until the Expiry Date (or date of termination of the Contract if earlier).

54.3 If at any time the existing bond and/or parent company guarantee cease to meet the requirements of Clauses 54.1 and 54.2 then the Supplier shall replace such bond and/or parent company guarantee with a bond and/or parent company guarantee that meet the requirements within five (5) Working Days. This Clause 54 shall not reduce or amend the Supplier's obligation to perform the Services in accordance with the Contract.

54.4 If requested by the Company, the Supplier shall provide an accompanying legal opinion to the bond and/or parent company guarantee supplied under Clause 54.1 completed and signed by a qualified lawyer from the country in which the guarantor and/or parent company is resident in the form and substance satisfactory to the Company.

54.5 The Company shall not be obliged to make any payment to the Supplier under the Contract unless and until the parent company guarantee and/or performance bond (as the case may be) and legal opinion (if applicable) have been provided in a form satisfactory to the Company.

54.6 The Supplier shall be regarded as being in material breach of the Contract which is incapable of remedy in the event that any parent company guarantee and/or

performance bond (as the case may be) is or becomes invalid or otherwise unenforceable.

- 54.7 Where the Supplier has provided the Company with a performance bond and thereafter any variation is made to the Services or Contract under Clause 14, the Company may in its discretion require the Supplier to provide at its expense a replacement performance bond for a greater sum where such variation either alone or when aggregated with any other variations has resulted in a material increase to the value of the Contract to the Company.

55 Change of Control

- 55.1 The Supplier shall not without the prior written consent of the Company implement any change of ownership of the Supplier where such change relates to fifty per cent (50%) or more of the issued share capital of the Supplier.

56 Interest

- 56.1 If either Party fails to pay to the other any amount payable in connection with the Contract on or before the due date for payment, interest shall accrue on the overdue amount from the due date for payment until the date of actual payment (whether before or after judgment) at the Interest Rate. Any interest accruing under this Clause 56.1 shall be immediately payable by the paying Party on demand.
- 56.2 Interest (if unpaid) arising on an overdue amount will be compounded monthly with the overdue amount but will remain immediately due and payable.

57 Freedom of Information

- 57.1 For the purposes of this Clause 57:

"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 issued by the Information Commissioner, the Department for Constitutional Affairs, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

"Information" means information recorded in any form held by the Company or by the Supplier on behalf of the Company; and

"Information Request" means a request for any Information under the FOI Legislation.

57.2 The Supplier acknowledges that the Company:

- (a) is subject to the FOI Legislation and agrees to assist and co-operate with the Company to enable the Company to comply with its obligations under the FOI Legislation; and
- (b) may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Supplier.

57.3 Without prejudice to the generality of Clause 57.2 the Supplier shall and shall procure that its Subcontractors (if any) shall:

- (a) transfer to the Company's Representative (or such other person as may be notified by the Company to the Supplier) each Information Request relevant to the Contract, the Services or any member of the TfL Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Working Days of receiving such Information Request; and
- (b) in relation to Information held by the Supplier on behalf of the Company, provide the Company with details about and/or copies of all such Information that the Company requests and such details and/or copies shall be provided within five (5) Working Days of a request from the Company (or such other period as the Company may reasonably specify), and in such forms as the Company may reasonably specify.

57.4 The Company shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Supplier shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Company.

58 Data Transparency

58.1 The Supplier acknowledges that the Company is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 34 and Clause 57, the Supplier

hereby gives its consent for the Company to publish the Contract Information to the general public.

- 58.2 The Company 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 Company may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. The Company may in its absolute discretion consult with the Supplier regarding any redactions to the Contract Information to be published pursuant to Clause 58.1. The Company shall make the final decision regarding publication and/or redaction of the Contract Information.

59 Survival

Clauses 9 (Records and Audit), 15.5 (Sums Payable by Supplier), 20 (Environmental Claims), 24 (Supplier Personnel), 26 (Responsible Procurement), 27 (Incompetent Supplier Personnel), 28 (Intellectual Property Rights), 30 (Termination and Suspension), 32 (Indemnity and Insurance), 34 (Confidentiality), 42 (Severance), 44 (Corruption, Gifts and Payment of Commission), 46 (No Waiver), 47 (Entire Agreement), 48 (Notices and Service of Process), 51 (Partnerships and Joint Ventures), 52 (Governing Law and Jurisdiction), 53 (Contracts (Rights of Third Parties) Act 1999), 57 (Freedom of Information), 58 (Data Transparency), 59 (Survival), 60.1 (Declaration of Ineffectiveness), and 60.5 (Privacy, Data Protection and Cyber Security), paragraph 2.3.15 of Schedule 2 (Payment) of the Contract shall survive any termination of the Contract and continue in full force and effect, along with any other Clauses or Schedules of this Contract necessary to give effect to them. In addition, any other provision of this Contract which by its nature or implication (including in respect of any accrued rights and liabilities) is required to survive the termination will survive such termination as aforesaid.

60 Transport for London Group

60.1 Declaration of Ineffectiveness and Public Procurement Termination Event

- (a) Without prejudice to the Company's right to terminate this Contract under Clauses 30.1 to 30.7(a) or at common law, the Company may terminate the Supplier's employment at any time in accordance with the provisions of this Clause 60.1 in the event that:
 - (i) there is a Declaration of Ineffectiveness; or

- (ii) there is a Public Procurement Termination Event (without prejudice to the Company's rights implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or by Regulations 89(3) of the Utilities Contracts Regulations 2016).
- (b) In the event that any court makes a Declaration of Ineffectiveness or there is a Public Procurement Termination Event, the Company shall notify the Supplier. The Parties agree that the provisions of this Clause 60.1 shall apply as from the date of receipt by the Supplier of the notification of a Declaration of Ineffectiveness or a Public Procurement Termination Event. Where there is any conflict or discrepancy between the provisions of Clause 30.1 and this Clause 60.1 or the Cessation Plan, the provisions of this Clause 60.1 and the Cessation Plan prevail.
- (c) The Declaration of Ineffectiveness or a Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or which shall accrue to either Party prior to or after such Declaration of Ineffectiveness or a Public Procurement Termination Event.
- (d) As from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness or Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Company shall reasonably determine an appropriate Cessation Plan with the object of achieving:
 - (i) an orderly and efficient cessation of the Services or (at the Company's request) a transition of the Services to the Company or such other entity as the Company may specify; and
 - (ii) minimal disruption or inconvenience to the Company or to public passenger transport services or facilities, in accordance with the provisions of this Clause 60.1 and to give effect to the terms of the Declaration of Ineffectiveness or Public Procurement Termination Event.
- (e) Upon agreement, or determination by the Company, of the Cessation Plan the Parties shall comply with their respective obligations under the Cessation Plan.

- (f) The Company shall pay the Supplier's reasonable costs in assisting the Company in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or charges agreed as part of the Contract or as otherwise reasonably determined by the Company. Provided that the Company shall not be liable to the Supplier for any loss of profit, revenue goodwill or loss of opportunity as a result of the early termination of the Supplier's employment in accordance with this Clause 60.1.

60.2 Crime and Disorder Act 1998

The Supplier acknowledges that the Company is under a duty under Section 17 of the Crime and Disorder Act 1998 (as amended by the Police and Justice Act 2006 and the Policing and Crime Act 2009) to:

- (a) have due regard to the impact of crime, disorder and community safety in the exercise of TfL's duties;
- (b) where appropriate, identify actions to reduce levels of crime and disorder; and
- (c) without prejudice to any other obligation imposed on the Company, 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 in, its area:
 - (i) crime and disorder (including anti-social and other behaviour adversely affecting the local environment);
 - (ii) the misuse of drugs, alcohol and other substances; and
 - (iii) re-offending,

and in the performance of the Contract, the Supplier shall assist and co-operate with the Company and relevant members of the TfL Group and shall use reasonable endeavours to procure that its Subcontractors assist and co-operate, with the Company and relevant members of the TfL Group to enable the Company to satisfy its duty.

60.3 The Company's Business

The Supplier acknowledges that it:

- (a) has sufficient information about the Company and the Services;
- (b) is aware of the Company's processes and business;
- (c) has made all appropriate and necessary enquiries to enable it to carry out the Services in accordance with the Contract;
- (d) is aware of the purposes for which the Services are required; and
- (e) 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 it of any fact relating to the Services.

60.4 Best Value

The Supplier acknowledges that the Company is a best value authority for the purposes of the Local Government Act 1999 and as such the Company 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. The Supplier shall assist the Company to discharge its duty where possible, and in doing so, shall carry out any review of the Services reasonably requested by the Company from time to time. The Supplier shall negotiate in good faith (acting reasonably) with the Company any changes to the Contract in order for the Company to achieve best value.

60.5 Privacy, Data Protection and Cyber Security

- (a) The parties shall comply with their respective obligations under the Data Protection Legislation.
- (b) The Supplier shall follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre (or equivalent or replacement guidance or requirements in place from time to time).

60.6 Conflict of Interest

- (a) The Supplier acknowledges and agrees that it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the carrying out of the Services or with any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the Company.

- (b) The Supplier shall undertake ongoing and regular checks for any conflict of interest throughout the duration of the Contract and in any event not less than once in every six (6) months and shall notify the Company in writing immediately on becoming aware of any actual or potential conflict of interest with the carrying out of the Services under the Contract or with any member of the TfL Group and shall work with the Company 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 Company's satisfaction, provided that, where the Company is not so satisfied (in its absolute discretion) it shall be a material breach of this Contract.

60.7 Equality and Diversity

- (a) Without limiting the generality of any other provision of the Contract, the Supplier:
- (i) shall not unlawfully discriminate;
 - (ii) shall procure that its employees and agents do not unlawfully discriminate; and
 - (iii) shall use reasonable endeavours to procure that its Subcontractors do not unlawfully discriminate when providing the Services,
- within the meaning and scope of the Equality Act 2006, the Equality Act 2010 and any other relevant enactments in force from time to time in relation to discrimination in employment.
- (b) The Supplier acknowledges that the Company is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to:
- (i) eliminate unlawful discrimination on the grounds of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation (all "**Protected Characteristics**") and marriage and civil partnership;
 - (ii) advance equality of opportunity between persons who share a Protected Characteristic and persons who do not share it; and

- (iii) foster good relations between persons who share a Protected Characteristic and persons who do not,

in performing the Contract the Supplier shall assist and cooperate with the Company where possible in satisfying this duty.

- (c) The Supplier shall ensure that its staff, and those of its Subcontractors who are engaged in the performance of the Contract comply with the Company's policies in relation to equal opportunities and diversity, workplace harassment and drugs and alcohol as may be updated from time to time. Copies of these policies are available from the Company at any time on request.
- (d) The Company's Harassment, Bullying and Discrimination Policy as updated from time to time (copies of which are available on request from the Company) requires the Company's own staff and those of its sub-contractors to comply fully with the Harassment, Bullying and Discrimination Policy to eradicate harassment in the workplace. The Supplier shall:
 - (i) ensure that its staff, and those of its sub-contractors who are engaged in the performance of the Contract are fully conversant with the requirements of the Harassment, Bullying and Discrimination Policy;
 - (ii) fully investigate allegations of workplace harassment in accordance with the Harassment, Bullying and Discrimination Policy; and
 - (iii) ensure that appropriate, effective action is taken where harassment is found to have occurred.
- (e) In addition to this Clause 60.7, the Supplier shall comply with its obligations under Schedule 15 (Responsible Procurement) in respect of equality and diversity.
- (f) The Supplier undertakes, warrants and represents that:
 - (i) neither the Supplier nor any of its officers, employees, agents or Subcontractors has:
 - (A) committed an offence under the Modern Slavery Act 2015 (a **"MSA Offence"**); or

- (B) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (C) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
 - (ii) it shall comply with the Modern Slavery Act 2015;
 - (iii) it shall notify the Company immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or Subcontractors have, breached or potentially breached any of the Supplier's obligations under this Clause 60.7. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.
 - (g) Any breach of this Clause 60.7 by the Supplier shall be deemed a material breach of the agreement and shall constitute a Supplier Default under Clause 30.1 entitling the Company to terminate the Contract in accordance with the relevant provisions of Clause 30.
- 60.8 Within three (3) Working Days after the Commencement Date of the Contract, the Supplier shall provide to the Company a copy of its EDI Policy (in the form submitted to the Company before the parties entered into the Contract). The Supplier shall keep its EDI Policy under review for the duration of the Contract and shall promptly provide the Company with any such revised EDI policy.

60.9 **Work Related Road Risk**

For the purposes of this Clause 60.9, the following expressions shall have the following meanings:

"Approved Progressive Driver Training"	means 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
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perspective), which is required to be completed at least once every five (5) years;

"Car-derived Van"	means 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 "	means 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"	means a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;
"CLOCS Standard"	means 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"	means a report detailing all collisions during the previous twelve (12) months involving injuries to persons or fatalities;
"Delivery and Servicing Vehicle"	means an HGV, a Van or a Car-derived Van;
"Direct Vision Standard" or "DVS"	means 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 ;
"Driver"	any employee of the Supplier (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Supplier while providing the Services;
"DVLA"	means Driver and Vehicle Licensing Agency;
"Equivalent Scheme"	has the meaning given to it in Clause 60.9(a)(i);
"FORS"	means the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and P2W. 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"	means 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"	means the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk ;
"HGV"	means a vehicle with a MAM exceeding 3,500 kilograms;
"MAM"	means 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" means 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" means a vehicle with a MAM not exceeding 3,500 kilograms; and

"WRRR Self-Certification Report" has the meaning given to it in Clause 60.9(g).

Fleet Operator Recognition Scheme Accreditation

- (a) Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, it shall within ninety (90) Days of the Commencement Date:
 - (i) (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Company, is an acceptable substitute to FORS (the **"Equivalent Scheme"**); and
 - (ii) (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Equivalent Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Equivalent 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 Equivalent Scheme. Alternatively, where the Supplier 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

- (b) The Supplier 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)

- (c) Where applicable:
- (i) the Supplier shall comply with the CLOCS Standard; and
 - (ii) the Supplier shall ensure that the conditions at all sites and locations where:
 - (A) the Services are being provided; or
 - (B) 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.

- (d) Not Used

Driver Training

- (e) Where the Supplier operates Delivery and Servicing Vehicles to provide the Services the Supplier shall ensure that each of its Drivers attend Approved Progressive Driver Training throughout the Term.

Collision Reporting

- (f) Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, the Supplier shall within fifteen (15) days of the Commencement Date, provide to the Company a Collision Report. The Supplier shall provide to the Company an updated Collision Report within five (5) Working Days of a written request from the Company at any time.

Self-Certification of Compliance

- (g) Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, within ninety (90) Days of the Commencement Date, the Supplier shall make a written report to the Company detailing its compliance with Clauses 60.9(a), 60.9(b), 60.9(c), 60.9(e), and 60.9(f) of this Contract (the **"WRRR Self-Certification Report"**). The Supplier shall provide updates of the WRRR Self-Certification Report to the Company on each six (6) month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Supplier regarding subcontractors

- (h) The Supplier shall ensure that its Subcontractors 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:
- (A) Clauses 60.9(a), 60.9(e), 60.9(f), and 60.9(g);
 - (B) for Category N2 HGVs – Clause 60.9(b);
 - (C) for Category N3 HGVs – Clause 60.9(b), and, where applicable 60.9(c);
 - (D) for Vans and Car-Derived Vans – Clauses 60.9(e), 60.9(f) and 60.9(g),
- as if those Subcontractors were a Party to this Contract.

Failure to Comply

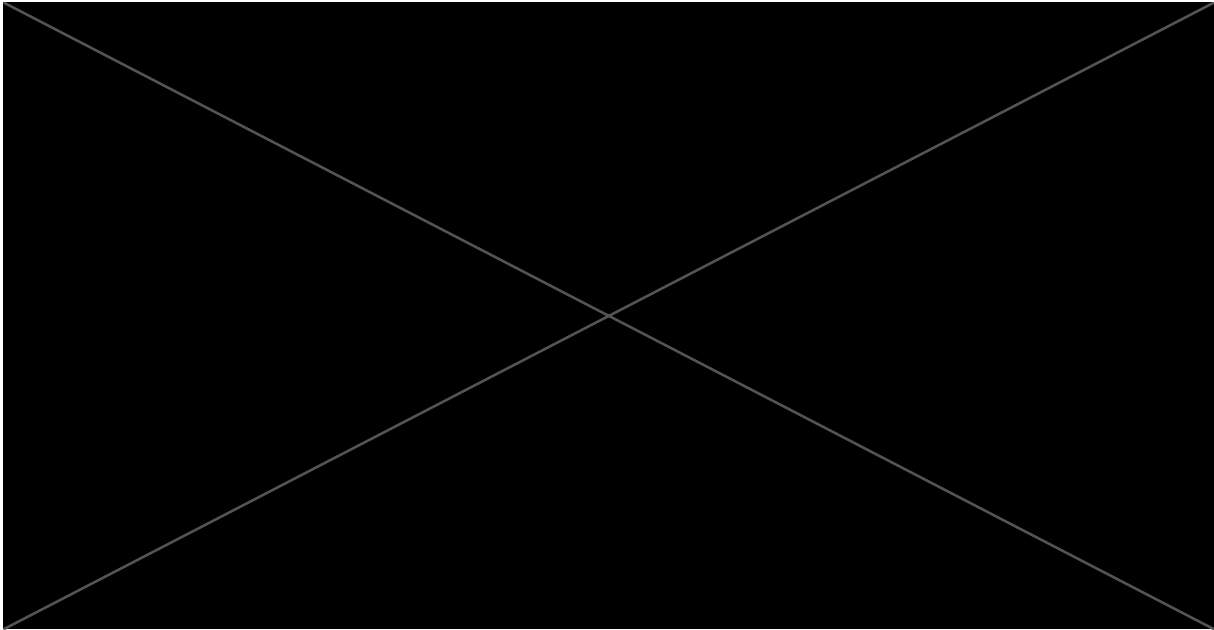
- (i) Without limiting the effect of any other clause of this Contract relating to termination, if the Supplier fails to comply with any of Clauses 60.9(a), 60.9(b), 60.9(e), 60.9(f), 60.9(g) and/or 60.9(h):
- (i) the Supplier shall have committed a material breach of this Contract; and
 - (ii) the Company may refuse the Supplier, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Company for any purpose (including but not limited to deliveries).

61 CompeteFor

- 61.1 Without prejudice to Clause 35, the Supplier will, on a non-exclusive basis, use the CompeteFor electronic brokerage service (or such alternative web-based tool as the Company may direct from time to time) ("**CompeteFor**") to make available to other Suppliers all appropriate opportunities, arising in connection with the Contract, to supply labour, goods or services to the Supplier.
- 61.2 The Supplier will use all reasonable endeavours to ensure that its Subcontractors use CompeteFor, on a non-exclusive basis, to make available to other subcontractors all appropriate opportunities, arising in connection with the Contract, to supply labour, goods and services to the Supplier's Subcontractors.
- 61.3 The Supplier will monitor (and maintain a record of) the number, type and value of opportunities, arising in connection with the Contract, made available to other Suppliers via CompeteFor, whether by the Supplier or the Supplier's Subcontractors, and will report this information on a quarterly basis by way of email to the Company's Representative.

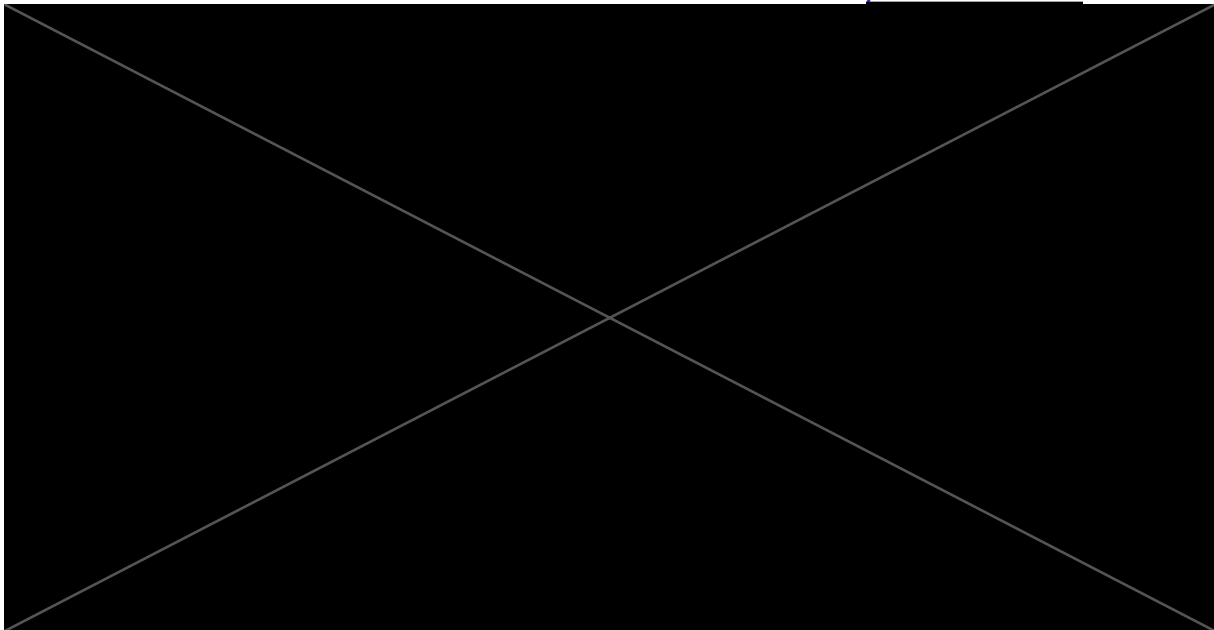
THIS AGREEMENT has been executed as a deed by the parties and delivered on the date first above written

Executed as a deed by)
Transport for London)
acting by its attorney

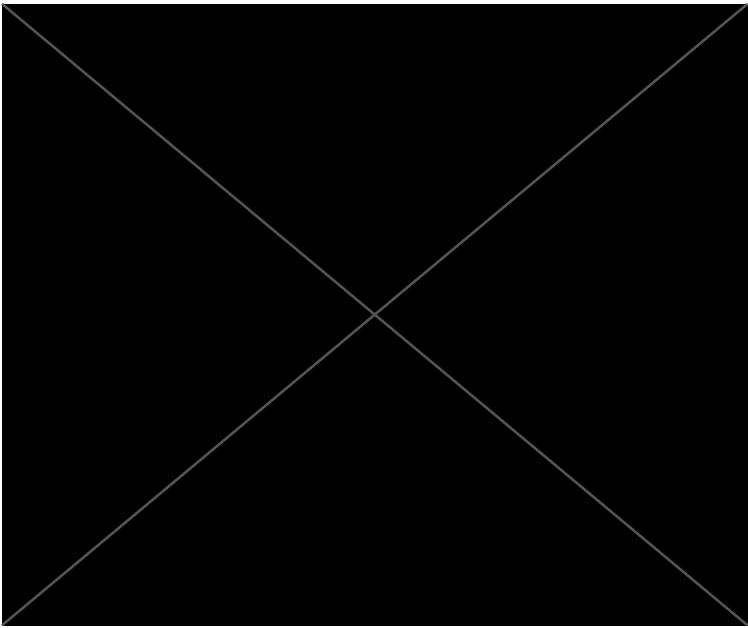


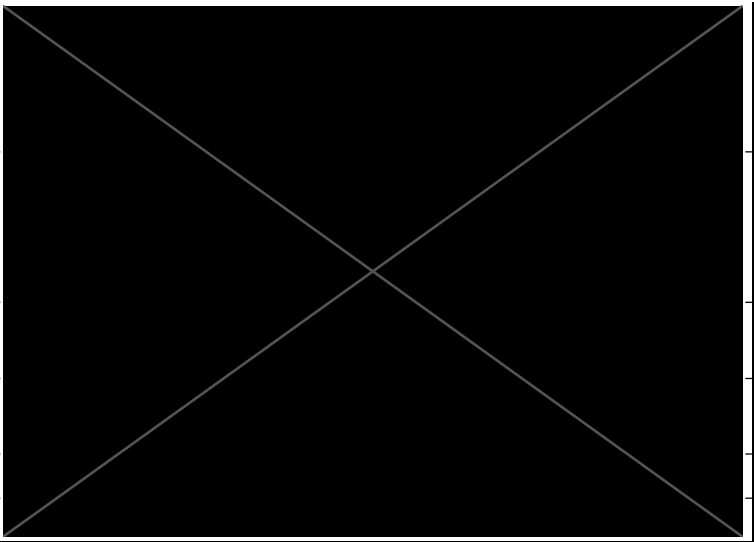
Executed as a deed by **Morson Human Resources Limited**

Signed by: _____

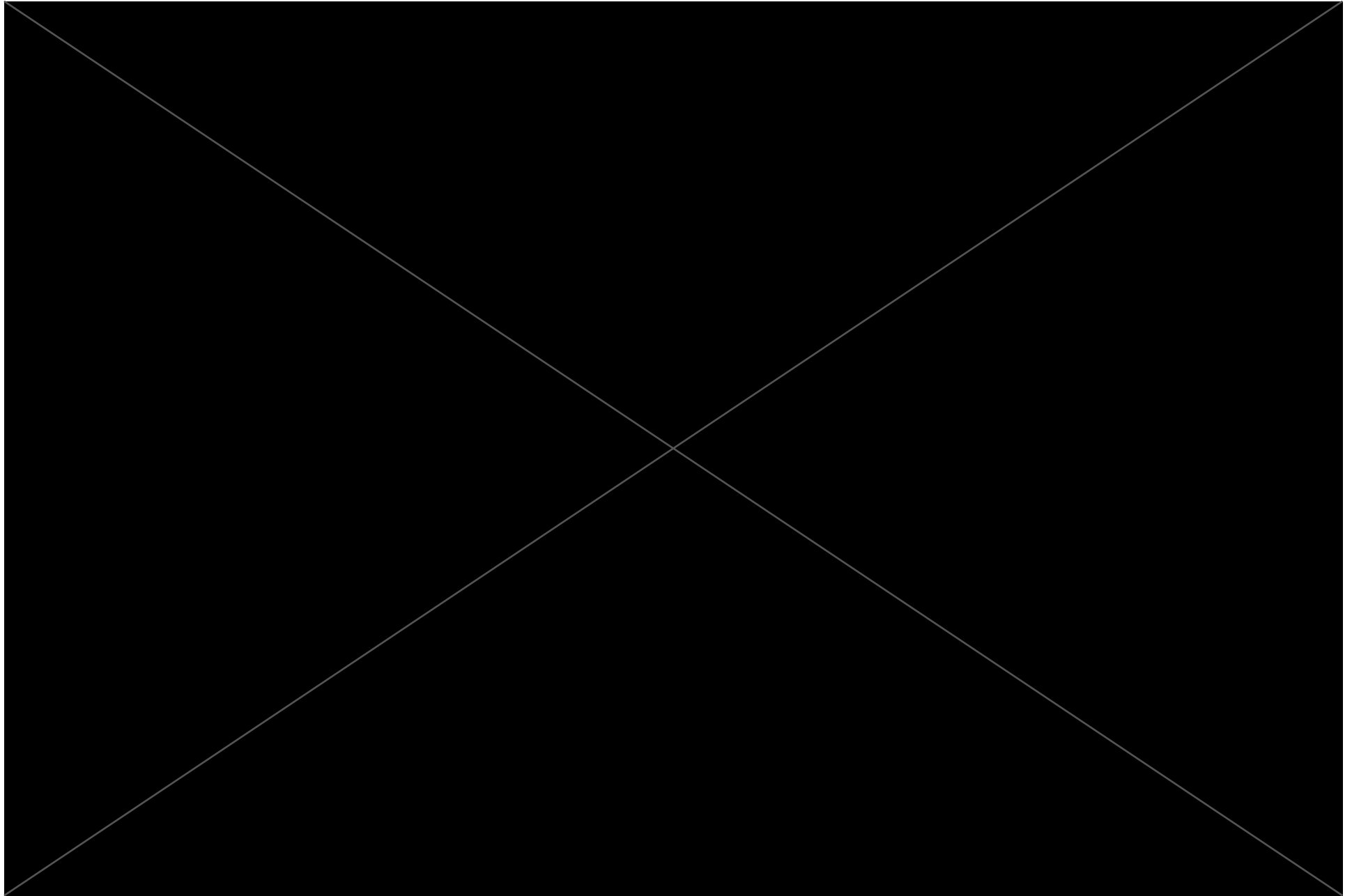


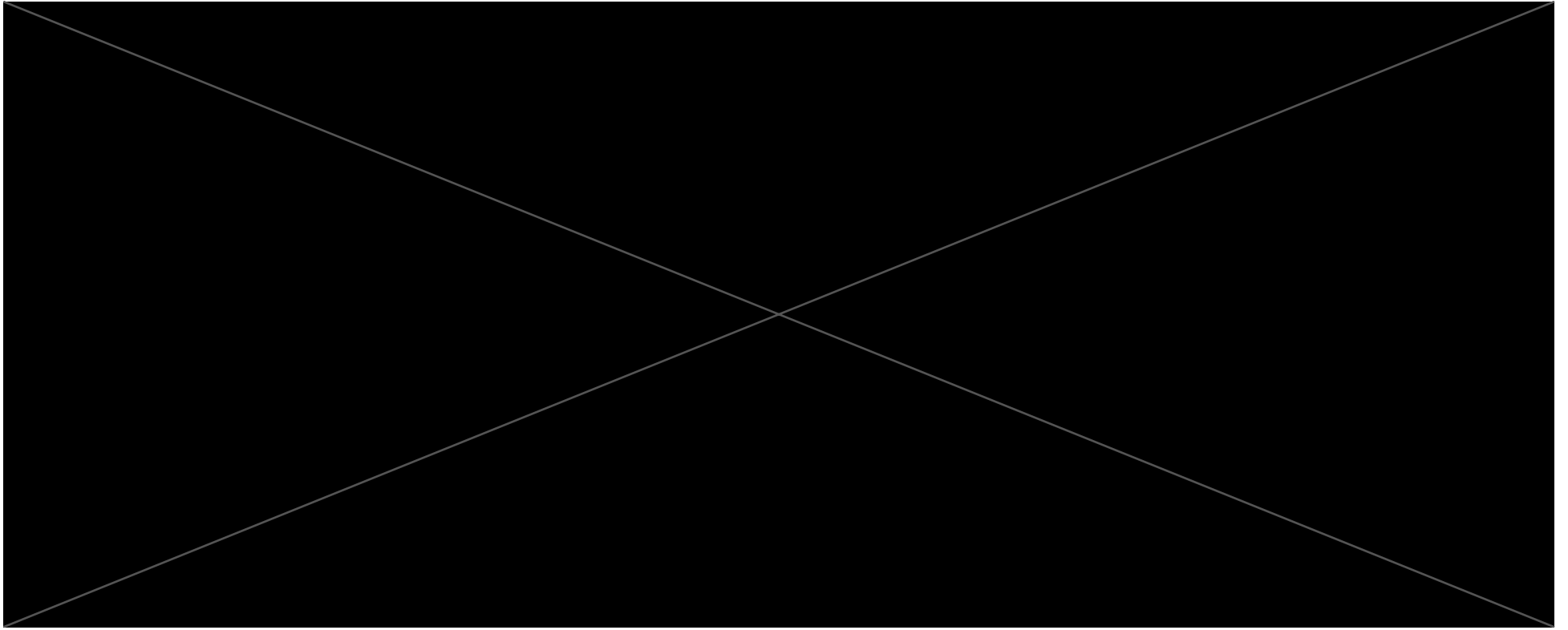
SCHEDULE 1
Contract Data

Contract Reference Number	
Commencement Date	The date of this Contract
Services Commencement Date	1 September 2025
Expiry Date	31 August 2027
Supplier Address and Email for service of Notices	
Supplier's Representative Details (Name, Address, Email, Telephone)	
Supplier's Senior Representative Details (Name, Address, Email, Telephone)	
Supplier's Core Group (initial members) Details (Name and position)	
Mobilisation Cost	

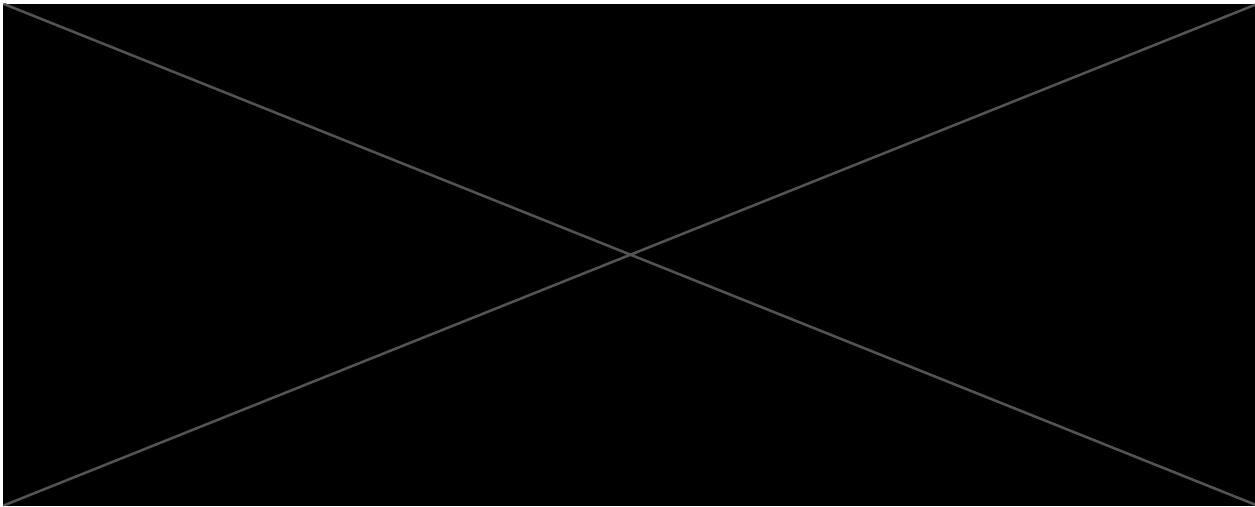
Baseline Management Fee Percentage	
Non-Baseline Management Fee Percentage	
Interest Rate (in conjunction with Clause 56)	
Performance Bond – whether or not required	
PCG – whether or not required	
Performance bond value	

Appendix 1 - Supplier Personnel Rates





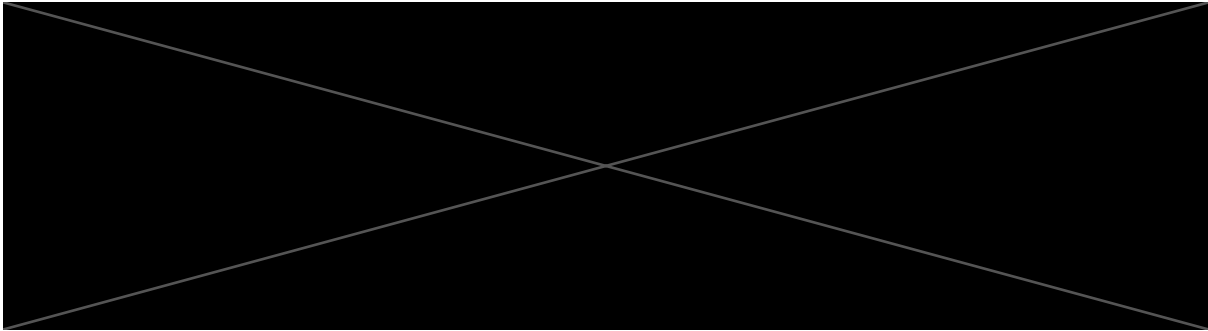
Appendix 2 - Baseline Shift Requirement for Budget Period One



Appendix 3

Not used.

Appendix 4 - Supplier Personnel Rates Breakdown



SCHEDULE 2

Payment

Schedule 2**Payment****1. Definitions**

The following expressions shall have the following meanings:

"Final Date for Payment" has the meaning given in paragraph 2.3.5 of this Schedule 2 (Payment);

"Payment Application" has the meaning given in paragraph 2.3.1 of this Schedule 2 (Payment);

"Payment Assessment Date" means, in relation to each Period, the day when the Supplier shall calculate its assessment of the amount due in relation to the Services provided in the relevant Period, being the last day of the relevant Period or such other date as the Company may notify to the Supplier from time to time;

"Payment Notice" has the meaning given in paragraph 2.3.3 of this Schedule 2 (Payment); and

"Schedule of Supplier Personnel Rate Components" means the schedule set out at Part B (*Schedule of Supplier Personnel Rate Components*) of this Schedule 2 (*Payment*).

2. Payment**2.1 Application Workflow and Timeline**

The Payment Application workflow and timeline is set out in Part D (Payment Application Workflow and Timeline) of this Schedule 2 (Payment) but in the event of conflict with the other provisions of this Schedule 2 (Payment), the other provisions of this Schedule 2 (Payment) shall take precedence.

2.2 Assessing the Amount Due

2.2.1 There shall be a Payment Assessment Date in each Period from the Commencement Date until the Expiry Date. The Supplier may include in each Payment Application the Periodic Services Price.

2.2.2 The Periodic Services Price for each Period shall be calculated as follows:

Periodic Services Price =	$A + B + C + D + E + F$
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where:

A	means the Baseline Shift Requirement Cost;
B	means the Non-Baseline Shift Requirement Cost;
C	means the Baseline Management Fee;
D	means the Non-Baseline Management Fee;
E	means, if applicable, the Additional Services Price; and
F	means, if applicable, the Mobilisation Cost.

2.2.3 The Baseline Shift Requirement Cost shall be calculated in accordance with the following formula:

Baseline Shift Requirement Cost =	$\sum \text{BSRC}; \text{ and}$
BSRC =	$\text{NS} \times \text{SPR}$

where:

$\sum \text{BSRC}$	is the sum of the values of BSRC for each Skill Type;
NS	is the total number of Shifts by a Skill Type that have been worked by Supplier Personnel in accordance with the Baseline Shift Requirement in the Period to which the Payment Application relates; and
SPR	is the Supplier Personnel Rate applicable to that Skill Type,

and for the purposes of this paragraph 2.2.3, the number of Shifts worked by Supplier Personnel in accordance with the Baseline Shift Requirement shall be the number set out in the Attendance Report prepared by the Supplier in accordance with paragraph 4.1 of Schedule 14 (Project Processes), as verified by any audits carried out by the Company in accordance with this Contract.

2.2.4 The Non-Baseline Shift Requirement Cost shall be calculated in accordance with the following formula:

Non-Baseline Shift Requirement Cost =	$\sum \text{NBSRC}; \text{ and}$
NBSRC =	$\text{NS} \times \text{SPR}$

where:

$\sum \text{NBSRC}$	is the sum of the values of NBSRC for each Skill Type;
NS	is the total number of Shifts by a Skill Type that have been worked by Supplier Personnel in accordance with the Non-Baseline Shift Requirement in the Period to which the Payment Application relates; and
SPR	is the Supplier Personnel Rate applicable to that Skill Type,

and for the purposes of this paragraph 2.2.4, the number of Shifts worked by Supplier Personnel in accordance with the Non-Baseline Shift Requirement shall be the number set out in the Attendance Report prepared by the Supplier in accordance with paragraph 4.1 of Schedule 14 (Project Processes), as verified by any audits carried out by the Company in accordance with this Contract.

2.2.5 The Baseline Management Fee shall be calculated in accordance with the following formula:

BMF =	$\text{BSRC} \times \text{BMFP}$
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where:

BSRC	is the Baseline Shift Requirement Cost for the Period to which the Payment Application relates; and
BMFP	is the Baseline Management Fee Percentage.

- 2.2.6 The Non-Baseline Management Fee shall be calculated in accordance with the following formula:

NBMF =	NBSRC x NBMFP
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where:

NBSRC	is the Non-Baseline Shift Requirement Cost for the Period to which the Payment Application relates; and
NBMFP	is the Non-Baseline Management Fee Percentage.

- 2.2.7 Where Additional Services are carried out in accordance with Part B to Schedule 4 (Contract Variation Procedure and Additional Works) and have been completed to the satisfaction of the Company (acting reasonably) in the Period to which the Payment Application relates, the Supplier may include in that Payment Application the Additional Services Price.
- 2.2.8 Where the Mobilisation Activities are completed in the Period to which the Payment Application relates, the Supplier may include in that Payment Application the Mobilisation Cost.
- 2.2.9 The Company shall pay the Supplier the Periodic Services Price for the Services provided during the Period to which the Payment Assessment Date relates, subject to such deductions and additional payments due under the Contract in respect of:
- (A) Abatement(s) in accordance with Schedule 9 (Performance Measurement);
 - (B) adjustments in connection with Variation Orders in accordance with Schedule 4 (Contract Variation Procedure and Additional Services) (without double counting if and to the extent the effect of any Variation Order is a change to any component of the Periodic Services Price);
 - (C) any retention amount arising in accordance with paragraph 7 of Schedule 16 (Handover); and

- (D) other sums that may be payable by the Company to the Supplier or recoverable by the Company from the Supplier under the Contract.

2.3 Payment process

2.3.1 The Supplier shall submit to the Company's Representative an application for payment of relevant amounts determined in accordance with paragraph 2.2.9 of this Schedule 2 (Payment) (a "**Payment Application**") not more than five (5) days after each Payment Assessment Date. Each Payment Application shall specify the Supplier's assessment of the amount that will become due on the payment due date in accordance with this Contract, and the basis upon which that sum is calculated. The Supplier shall submit any supporting documents that are reasonably necessary to enable the Company's Representative to check and verify the Supplier's assessment of the amount due. The Supplier shall maintain and make available as required by the Company's Representative, with each Payment Application, all relevant information and documentation required in accordance with Schedule 3 (Specification), Schedule 9 (Performance Measurement), Schedule 13 (Contract Management) and Schedule 14 (Project Processes).

2.3.2 The date on which a payment becomes due for the purposes of the HGCRA is sixteen (16) days after the date on which the Company's Representative receives the Payment Application in accordance with paragraph 2.3.1.

2.3.3 The Company's Representative shall assess and verify the Payment Application in a timely manner and shall notify the Supplier in writing within twenty one (21) days of receipt of the Supplier's Payment Application of:

- (A) the amount that the Company's Representative considers to be due to the Supplier at the payment due date, if any; and

- (B) the basis on which the amount is calculated,

(a "**Payment Notice**") and it is immaterial if the amount referred to in the Payment Notice is zero. The Payment Notice shall constitute a payment notice for the purposes of Section 110A of the HGCRA.

- 2.3.4 Within seven (7) days of receipt of a Payment Notice (or if the Company's Representative has not issued a Payment Notice within seven (7) days of the last date upon which a Payment Notice complying with paragraph 2.3.3 could have been issued), the Supplier shall issue to the Company a VAT invoice for the amount stated in the Payment Notice (or if a Payment Notice has not been issued in accordance with paragraph 2.3.3, the amount stated in the Supplier's Payment Application), with a copy of the Payment Notice (or relevant Payment Application if a Payment Notice has not been issued in accordance with paragraph 2.3.3) attached. The Supplier may submit any VAT invoice as a PDF Invoice by email to the email address set out in Schedule 1 (Contract Data). The Supplier shall ensure that each PDF Invoice has a unique file reference and be a separate PDF file.
- 2.3.5 The final date for payment ("**Final Date for Payment**") for the purposes of the HGCRA shall be twenty one (21) days after the date payment becomes due under paragraph 2.3.2 above.
- 2.3.6 Subject to paragraphs 2.3.7 and 2.3.8 of this Schedule 2 (Payment), the Company shall pay the Supplier the sum referred to in the Payment Notice (or, if the Company's Representative has not served a Payment Notice, the sum referred to in the Supplier's Payment Application) (the "**Notified Sum**") on or before the Final Date for Payment.
- 2.3.7 If the Company intends to pay less than the Notified Sum, the Company's Representative shall notify the Supplier no later than one (1) day (the "**Prescribed Period**") before the Final Date for Payment. The notice shall specify:
- (A) the amount the Company considers to be due for the relevant Period on the date the notice is served and any basis upon which that sum is calculated; or
 - (B) if there is more than one basis, each basis and the amount attributed to it.

It is immaterial for the purposes of this paragraph 2.3.7 that the amounts referred to in sub-paragraphs 2.3.7 (A) or (B) may be zero. Where a notice is

given under this paragraph 2.3.7, paragraph 2.3.6 applies only in respect of the sum specified pursuant to this paragraph 2.3.7.

- 2.3.8 Notwithstanding paragraphs 2.3.6 and 2.3.7, if the Supplier is subject to an event set out in Clause 30.1(c) after delivery of a notice pursuant to paragraph 2.3.7, the Company shall not be required to pay the Supplier the Notified Sum on or before the Final Date for Payment.
- 2.3.9 The Company's Representative shall correct any wrongly assessed amount due pursuant to paragraph 2.3.3 above, in a later Payment Notice.
- 2.3.10 Any tax which the law requires the Company to pay to the Supplier is included in the amount due. If the amount to be paid to the Supplier is less than the amount to be paid by or retained from the Supplier, the difference is recoverable from the Supplier as a debt due on demand.
- 2.3.11 If, as at any Payment Assessment Date, any performance bond or parent company guarantee required by this Contract is not procured by the Supplier and delivered to the Company in accordance with Clause 54 (Bonds and Guarantees) of this Contract then without prejudice to any other rights and remedies the Company may have, one half of the Periodic Services Price for Services provided in the Period to which the Payment Assessment Date relates may be retained in assessment of the amount due and shall not be payable to the Supplier until such documents have been delivered.
- 2.3.12 The amount due is exclusive of any VAT. For the avoidance of doubt, notwithstanding the other terms of this paragraph, the Company shall be under no obligation to make any payment to the Supplier whatsoever in respect of VAT until the Supplier has provided to the Company a VAT invoice in the relevant amount. To the extent that any VAT paid by the Company in respect of any goods or services supplied by the Supplier under the Contract has been charged in error, is charged at a higher rate of VAT than is properly applicable, or there is an agreed reduction in the value of the supply between the Supplier and the Company, the Supplier shall without delay (and in any event within one (1) month of the mistake being discovered or a reduction being agreed) issue a valid credit note to the Company in respect of such VAT and the Supplier

shall repay to the Company any such VAT paid by the Company to the Supplier in error in respect of supplies made under the Contract.

2.3.13 Any payment made by the Company under the Contract, including any final payment, shall not prevent the Company from recovering any amount overpaid or wrongfully paid, however such payments may have arisen including, but not limited to, those amounts paid to the Supplier by mistake of law or fact. The Company's Representative shall be entitled to withhold from any sums due or which may become due to the Supplier from the Company any amount which the Company's Representative considers to be due or which may become due from the Supplier assessed on the basis of the Company's Representative's bona fide estimate, provided that an appropriate written notice to pay less has been served by the Company's Representative on the Supplier. Such estimates shall bind the Supplier unless varied by agreement between the parties or by any award, decision, order or judgement, whichever is the earlier.

2.3.14 The Supplier shall ensure that it complies with paragraph 5 of Schedule 14 (Project Processes).

2.3.15 Any deductions applicable pursuant to paragraph 2.2.2 above may be:

- (A) set off against and/or withheld from any sum then due or which at any time thereafter may become due to the Supplier under this Contract; or
- (B) be the subject of a demand for payment from the Company, which shall be payable by the Supplier as a debt due within fourteen (14) days.

2.4 Supplier Personnel Rate

2.4.1 All the Supplier's costs which are not included in the Supplier Personnel Rate are treated as included in the Management Fee.

2.4.2 The Supplier shall permit the Company and its authorised representatives to inspect at any time the accounts and records the Supplier is required to keep under this Contract. Such accounts and records shall be retained for the period stated in Clause 9.2.

2.5 Late Payment

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- 2.5.1 If any payment which is due and payable under this Contract is not made in full by the final date for payment and no effective pay less notice is issued to the Supplier, the Supplier may suspend the performance of this Contract.
- 2.5.2 The Supplier shall not exercise the Supplier's right to suspend performance of this Contract for late payment unless the Supplier has given notice to the Company stating:
- (A) the Supplier's intention to suspend the performance of this Contract, and
 - (B) the grounds for suspending the performance of this Contract.
- 2.5.3 The Supplier shall notify the Company not less than seven (7) days before the date on which the Supplier intends to suspend the performance of this Contract.
- 2.5.4 Suspended performance shall be ended when the amount that should have been paid to the Supplier is paid to the Supplier in full. The Supplier shall resume performance on the next Working Day after payment is made unless the Company instructs otherwise.
- 2.5.5 If a certified payment is late, or if a payment is late because the Company's Representative does not issue a certificate which the Company's Representative should issue, interest is payable on the late payment at the Interest Rate. Such interest shall be assessed from the final date for payment until the date when the late payment is made, and shall be included in the first assessment after the late payment is made.

SCHEDULE 2 - PART A: PRICING PREAMBLE

1. The Supplier Personnel Rate shall be in pounds sterling (£) and shall exclude VAT.
2. Other than as expressly provided in paragraph 9 (Additional Services) of Schedule 3 (Specification) or Part B (Additional Services) of Schedule 4 (Contract Variation Procedure and Additional Services), the total shifts as set out in the Baseline Shift Requirement remains fixed in each Budget Period.
3. The parties acknowledge and agree that, save only as adjusted pursuant to paragraph 6 below or in accordance with Schedule 4 (Contract Variation Procedure and Additional Services), the Supplier Personnel Rates are fixed for the Term. The Supplier Personnel Rates Breakdown is included in the Contract for information purposes only.
4. The Supplier Personnel Rates, together with the applicable Management Fee(s), shall be inclusive of all costs and expenses (including, but not limited to, labour, materials, equipment, profit, overhead and travel time) of whatsoever nature and howsoever incurred by the Supplier in consideration of the provision of the Services and the performance of the Supplier's obligations in accordance with the Contract, including as detailed in this Schedule 2 (Payment).
5. The Baseline Management Fee Percentage and the Non-Baseline Management Fee Percentage are together deemed to be fully inclusive of all ancillary costs and services necessary to provide the Management Service and all other services and costs not included within the Supplier Personnel Rates (as listed in the Schedule of Supplier Personnel Rate Components) that are necessary to provide the Services.
6. If the Company exercises its right to extend the Term pursuant to Clause 2.2, the Supplier Personnel Rates listed in Schedule 1 (Contract Data) shall be indexed in accordance with Part C (Price Adjustment for Indexation) of this Schedule 2 (Payment) with effect from the second anniversary of the Services Commencement Date (the "**Adjustment Date**").
7. The cost of Additional Services instructed in accordance with Part B (Additional Services) of Schedule 4 (Contract Variation Procedure and Additional Services) shall be calculated by reference to the Supplier Personnel Rates.

SCHEDULE 2 - PART B: SCHEDULE OF SUPPLIER PERSONNEL RATE COMPONENTS

The following components are included in the cost of the Supplier Personnel Rate:

- (A) wages and salaries and amounts paid by the Supplier for Supplier Personnel and paid in accordance with each Shift worked in the delivery of the Services;
- (B) payments to Supplier Personnel in respect of:
 - (1) bonuses and incentives;
 - (2) overtime;
 - (3) working in special circumstances (only applicable for working at heights, working in exposed conditions, trade supplements, plus rates, shift allowance, tool allowance, local allowance and food allowance);
 - (4) special allowances (only applicable for working at heights, working in exposed conditions, trade supplements, plus rates, shift allowance, tool allowance, local allowance and food allowance);
 - (5) absence due to sickness and holidays (including maturity and paternity leave); and
 - (6) severance related to work on this Contract;
- (C) payments made for Supplier Personnel in respect of:
 - (1) subsistence and lodging where operatives are required to stay overnight in order to perform the Services;
 - (2) medical examinations;
 - (3) passports and visas;
 - (4) protective clothing;
 - (5) complying with Applicable Laws;
 - (6) superannuation and life assurance including:

- a. employers contributions to employee pensions to the extent they are part of a pension scheme available to all employees (additional contributions made to individuals are deemed to be part of the Management Fee);
 - b. applicable taxes in respect of employees;
 - c. National Insurance contributions; and
 - d. payment under employment law;
- (7) levies for industrial training (if required by law) in so far as they are applicable to Supplier Personnel in the performance of the Services;
- (8) medical insurance relating to Supplier Personnel in the performance of the Services;
- (9) death benefit;
- (10) occupational accident benefits;
- (11) medical aid;
- (12) a vehicle provided as part of contracted remuneration; and
- (13) safety training.
- (D) ancillary expenditure for vehicles, equipment, welfare facilities and materials provided for the use and support of labour gangs including:
- (1) protection equipment;
 - (2) site vehicles, crew buses and the like;
 - (3) fuel and consumables; and
 - (4) welfare facilities, drinking water and the like,

and shall include the costs incurred in maintaining and servicing such vehicles, equipment and welfare facilities where applicable.

SCHEDULE 2 - PART C: PRICE ADJUSTMENT FOR INDEXATION

1 Definitions

- 1.1 For the purposes of this Part C (Price Adjustment for Indexation) of Schedule 2 (Payment), the following terms have the following meanings:
- 1.1.1 the “**Base Date**” used in the calculation of the Price Adjustment Factor is 1 May 2025;
 - 1.1.2 the Base Date Index (“**B**”) is the latest available Index before the Base Date;
 - 1.1.3 the Latest Index (“**L**”) is the latest available Index at the Adjustment Date;
 - 1.1.4 the “**Adjustment Date**” has the meaning given to that term in paragraph 6 of Part A (Pricing Preamble) of this Schedule 2 (Payment);
 - 1.1.5 the “**Price Adjustment Factor**” is $(L-B)/B$ expressed as a percentage + 100% for the Index linked to it, and may be negative; and
 - 1.1.6 the “**Index**” is the Consumer Price Index (“CPI”) published by the Office for National Statistics.

2 Time of Calculation

- 2.1 If the Company exercises its right to extend the Term pursuant to Clause 2.2, the Supplier Personnel Rates stated in Schedule 1 (Contract Data) shall be adjusted for indexation in accordance with this Part C (Price Adjustment for Indexation) of Schedule 2 (Payment) by multiplying them by the Price Adjustment Factor applicable at the Adjustment Date. The adjustments shall take effect with effect from the Adjustment Date and shall apply for the duration of any Extension Period (as defined in Clause 2.2) .

3 Price Adjustment Factors

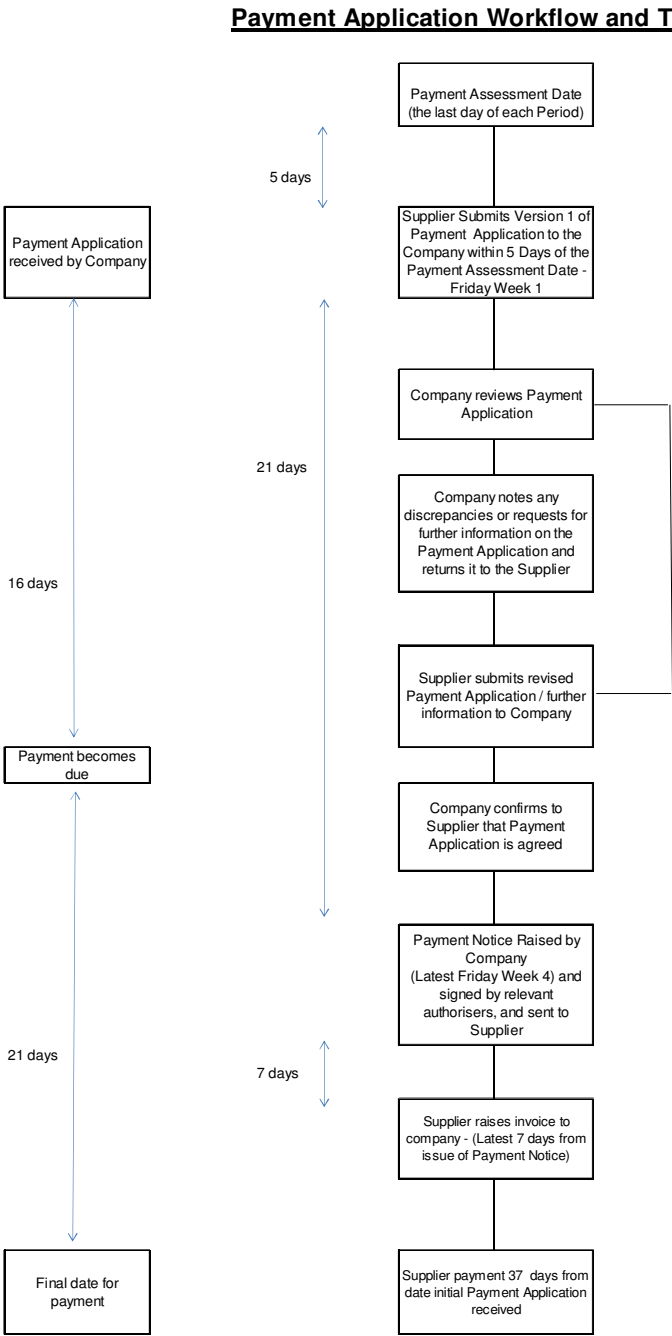
- 3.1 If any of the indices referred to in the Index ceases to be published, the Parties shall use such alternative index or publication or information which produces the same, or as nearly as possible the same, result. If the reference date used in the compilation of any such alternative index, publication or information shall change, the figure taken to be shown in such index, publication or information shall be the figure which would have been shown

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in the index or information if the original reference date had been retained.

- 3.2 If there has been a material change in the basis of information from which the Index is compiled which produces a significant change to the indexation provisions contained in the Contract, or it becomes impossible (by reason or any change after the date hereof in the method used to compile any such Index or information or for any other reason, whatever) to calculate the amounts due by reference to any such Index or information or any alternatives thereto, the parties shall use such alternative method of indexation under the Contract as a basis for the making of subsequent payments under the Contract as most closely reflects the intent of the Index or information in question.
- 3.3 If any Dispute shall arise between the Parties as to the construction or effect of this Part C (Price Adjustment for Indexation) of Schedule 2 (Payment) or as to the calculation of any sum calculated in accordance with the provisions of this Part C (Price Adjustment for Indexation) of Schedule 2 (Payment), the matter may be referred by either party for resolution under the dispute resolution procedure set out in Schedule 17 (Dispute Resolution Procedure) of the Contract.

SCHEDULE 2 - PART D: PAYMENT APPLICATION WORKFLOW AND TIMELINE



SCHEDULE 3

Specification

Schedule 3

Specification

1. DEFINITIONS AND ABBREVIATIONS

- 1.1. For the purposes of the Schedule 3 (Specification) the following expressions shall have the following meaning:

“Additional Tasks” has the meaning set out in paragraph 4.4 of this Schedule 3 (Specification);

“Available Resource” means the Supplier’s total pool of Supplier Personnel from which certain Supplier Personnel may be sourced for the delivery of the Services under this Contract;

“Competency Management System” means the system described in Document Number R0623 A3 of TfL’s Management System: Competence Management, a copy of which is set out in Appendix C of this Schedule 3 (Specification);

“Incident” has the meaning set out in paragraph 4.9.1 of this Schedule 3 (Specification);

“Isolation Team” means the Network Rail isolation teams referred to in paragraph 5.1.8 of this Schedule 3 (Specification);

“Level 2 Non-Conformance” has the meaning given to that term in paragraph 1 of Schedule 9 (Performance Measurement);

“Protection Duties” has the meaning given to that term in the Rule Books;

“Publications” means any of the following documents published by the Company from time to time: The Engineering Look Ahead Notice; the Engineering Notice and the Nightly Engineering Protection Arrangements (NEPA) Notice and the Station Works Plan;

“Skills Matrix” means the matrix provided by the Supplier in the format of the template provided at Appendix B (Skills Matrix Template) to this Schedule 3 (Specification) and which details all the Supplier Personnel the Supplier proposes to use in the delivery of the Services and details the Skill Type each holds;

“Working Hours” has the meaning given in paragraph 3.4 of this Schedule 3 (Specification); and

“Working Time Directive” means the regulations enacted under the Working Time Regulations 1998.

1.2. The abbreviations in the following table have the meaning as stated:

Abbreviation	Meaning
DLR	Docklands Light Railway
LU	London Underground
LO	London Overground
EL	Elizabeth Line
NR	Network Rail
IRF	Incident Reporting Form
SPC	Site Person in Charge
PPE	Personal Protective Equipment

2. SCOPE OF SERVICES

2.1. The Supplier shall provide and manage suitably licensed Supplier Personnel who are competent, experienced and equipped with the necessary PPE and Tools of the Trade, to undertake the Services, including Protection Duties and Additional Tasks.

2.2. The scope includes four elements as follows:

2.2.1. the provision of suitably trained, licensed, and competent Supplier Personnel of the required Skill Types;

2.2.2. the provision of PPE and Tools of the Trade;

2.2.3. Management Services; and

2.2.4. Additional Services.

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- 2.3. Management Services relates to the management of Supplier Personnel and includes resource management, health and safety and welfare obligations as more particularly described in paragraph 8 of this Schedule 3 (Specification).

3. DESCRIPTION OF WORK

- 3.1. Supplier Personnel may be deployed to Worksites across the entire TfL Network, which includes areas of Network Rail infrastructure where this interfaces with the Company's infrastructure.
- 3.2. Supplier Personnel are primarily to be deployed to carry out safety critical protection activities, as required by the Company at each Worksite in coordination with the SPC responsible for the applicable Worksite for each Shift, or such other representative as notified by the Company. Supplier Personnel may be required to assist with Additional Tasks as may be directed by the Company.
- 3.3. The Services to be provided and the location of Worksites will be determined by the Company, who will provide all relevant details and/or requirements to the Supplier in advance of each Shift in accordance with the procedures set out in Schedule 14 (Project Processes).
- 3.4. The Services are to be available in Engineering Hours and Traffic Hours, 7 days a week, 365 days a year (the "**Working Hours**").
- 3.5. The Baseline Shift Requirement for Budget Period one is as set out in Appendix 2 to Schedule 1 (Contract Data) and shall thereafter be agreed annually in accordance with the processes set out in Schedule 14 (Project Processes).

4. GENERAL REQUIREMENTS

4.1. Conduct

- 4.1.1. The Supplier shall ensure that all staff engaged in delivery of the Services are, in the reasonable opinion of the Company, of good character, capability, appearance and behaviour.
- 4.1.2. The Supplier shall ensure that Supplier Personnel always maintain the highest standard of behaviour and are professional and courteous when dealing with members of the public, Company staff, other contractors, and visitors.

4.1.3. The Supplier shall ensure that the Supplier Personnel execute the Services at the Worksites with minimal levels of noise and appropriate conduct, especially within close proximity to any residential buildings and shall note and comply with any noise abatement requirements.

4.1.4. The Supplier shall ensure that its Supplier Personnel:

- (a) comply with the PPE and Tools of the Trade requirements for each Worksite;
- (b) comply with the Company's Smoking, Drugs and Alcohol Policy (as updated from time to time);
- (c) restrict themselves to only those areas made available to them by the Company; and
- (d) do not move, remove or interfere with any railway plant, equipment, asset or facility except as required by the Services and/or this Contract.

4.2. **PPE and Welfare**

4.2.1. The Supplier shall provide for Supplier Personnel all PPE as may be necessary for the activities undertaken by each Skill Type or Isolation Team at any Worksite and shall ensure that Supplier Personnel attend each Shift with all necessary PPE for each Worksite and that it is in good, clean order.

4.2.2. The Company's minimum specification for PPE is set out in Appendix A (Minimum Specification for PPE) to this Schedule 3 (Specification) and as a minimum, will include but not be limited to:

- hi-visibility vest and jacket (these must carry the wording "*On Behalf of LU Protection Services*", or other wording as agreed with the Company, on the back of the garments, in addition to the Supplier company name);
- hi-visibility trousers;
- safety gloves;
- hard hat;

- balaclava;
- safety glasses;
- safety boots;
- face-fitted respiratory mask;
- ear defenders.

4.2.3. The Supplier shall ensure that Supplier Personnel comply with all Company requirements for PPE at all times.

4.2.4. The Company will make station and depot welfare facilities available for the use of the Supplier Personnel.

4.3. **Transportation to and from the Worksites**

4.3.1. The Supplier is responsible for all transportation of Supplier Personnel to and from the Worksites.

4.4. **Additional Tasks**

4.4.1. All Supplier Personnel shall undertake non-protection work at the Worksites during the Shift, as required and considered appropriate by the Company. Such activities will include but shall not be limited to:

- (A) assisting store personnel;
- (B) assisting with the transportation, delivery and collection of materials and equipment;
- (C) completion of site checks and inspections (e.g. rail type check);
- (D) attendance at pre-work briefings;
- (E) attendance at pre-planning meetings;
- (F) attendance at possession briefings;
- (G) preparing possession diagrams;
- (H) completion and submission of all relevant logbook entries;

- (I) completion and submission of IRF; and
- (J) completion and submission of statements following incidents and complaints,

and, together with such further tasks as may be stipulated by the Company from time to time, these activities shall be the “**Additional Tasks**”.

4.5. **Manual Handling**

- 4.5.1. All Supplier Personnel will be required to manually handle Company Equipment, Tools of the Trade and all other equipment provided by the Supplier, and the Supplier shall ensure they are adequately trained in safe manual handling in accordance with paragraph 5.2.3.

4.6. **Drug and Alcohol Testing**

- 4.6.1. In compliance with its obligations under the Contract Quality, Environment, Safety & Health Conditions Manual (QUENSH) and as set out in Schedule 5 Part A (Health and Safety) the Supplier shall arrange and maintain a programme of random drug and alcohol testing, in compliance with the Company’s requirements for safety critical workers.
- 4.6.2. The Supplier shall arrange and carry out ‘for cause and post incident drug and alcohol testing’ as required by the Company.

4.7. **Safety Critical Worksite Inspections and Audits**

- 4.7.1. The Supplier shall implement a robust and comprehensive auditing system, as required under QUENSH, and as defined in Schedule 5 Part A (Health and Safety).
- 4.7.2. As a minimum, the Supplier is required to carry out safety inspections in respect of a minimum sample of 10% of the Supplier Personnel engaged in the delivery of the Services each Period. A record of safety inspections must be maintained and reported on by the Supplier at the Period Progress Report meeting as detailed in Schedule 13 (Contract Management).

4.8. **Standards**

- 4.8.1. The Supplier shall comply with all relevant Standards. The Supplier shall comply with all Standards referred to as “Category 1” Standards. The Supplier shall also comply with Standards referred to as “Category 2” Standards which the Supplier is instructed to comply with in this Contract or by the Company’s Representative including but not limited to the Standards in the table at paragraph 4.8.4 below.
- 4.8.2. Immediately upon the Supplier becoming aware of a new or revised Standard becoming available, the Supplier shall advise the Company Representative who will advise whether the revised Standard should be adopted by the Supplier.
- 4.8.3. All Standards are available online on the LU Standards e-library. A list of relevant Standards is provided below. The list shall not be assumed to be exhaustive and shall not diminish the Supplier’s responsibility to comply with all relevant Standards.
- 4.8.4. Company Standards (General)

Standard Number	Category	Title
S1552 (A18)	1	Contract QUENSH conditions
S1556 (A14)	1	Incident reporting and investigation
S1548 (A5)	1	Safety Critical Work
S1421 (A1)	1	Management and Competence Requirements for Staff that Undertake Protection Activities
S1713 (A1)	1	Operational Communications
Rule Books	1	All applicable LU Rule Books, DLR Rule Books, EL Rule Books and Network Rail Rule Books

4.9. **Incident Management**

- 4.9.1. The following obligations are in addition to compliance with Standard S1556 and those set out in Schedule 5: Part A (Health and Safety). An "**Incident**" for this purpose is defined by the raising of an IRF.
- 4.9.2. The Supplier shall investigate all Incidents involving its Supplier Personnel deployed under this Contract, unless otherwise directed by the Company in writing.
- 4.9.3. The Supplier shall ensure that Supplier Personnel cooperate fully with the investigation process and make themselves available for interview when required.
- 4.9.4. The Supplier shall send completed investigation reports to the Company and shall include recommendations for improvements, corrective and preventative measures.
- 4.9.5. The Supplier shall satisfy the Company that the recommendations have been carried out including, for example, through evidence of mentored Shifts.
- 4.9.6. Without prejudice to any other rights of the Company:
 - (A) the Company reserves the right to require the Supplier to cease the use of any member of Supplier Personnel in the delivery of the Services and their removal from the Skills Matrix, where the Company is not satisfied with their competence or conduct; and
 - (B) the Supplier shall comply with its obligations under Clause 27 (Incompetent Supplier Personnel) of the Contract.
- 4.9.7. It is the Company's intention to maintain a register of all Incidents and recommendations.

4.10. **Complaints Management**

- 4.10.1. The Supplier shall investigate all complaints involving any Supplier Personnel deployed under the Contract or otherwise involved in performing the Services.

- 4.10.2. The Supplier shall ensure that Supplier Personnel cooperate fully with the investigation process and make themselves available for interview when required.
- 4.10.3. The Supplier shall send completed investigation reports to the Company and shall include recommendations for improvements, corrective and preventative measures.
- 4.10.4. The Supplier shall satisfy the Company that the recommendations have been carried out, including, for example, through evidence of mentored Shifts.
- 4.10.5. Without prejudice to any other rights of the Company:
- (A) the Company reserves the right to require the Supplier to cease the use of any member of Supplier Personnel in the delivery of the Services and their removal from the Skills Matrix where the Company is not satisfied with their competence or conduct; and
 - (B) the Supplier shall comply with its obligations under Clause 27 (Incompetent Supplier Personnel) of the Contract.

4.11. **Meetings and Reporting**

- 4.11.1. The Supplier shall attend the contract meetings set out in Schedule 13 (Contract Management) and shall provide all supporting reports as required by the Contract.

5. **PROVISION OF SUPPLIER PERSONNEL**

- 5.1. The Supplier shall provide Supplier Personnel of the Skill Types and the minimum skills and competencies described in this paragraph 5.

5.1.1. LU Core Protection Skills

Skill Type	Minimum skills and competencies
Protection Operative Engineering Hours	PWT-EH (Protecting Workers on the Track - Engineering Hours) licence

Skill Type	Minimum skills and competencies
Protection Operative Traffic Hours	PWT-TH (Protecting Workers on the Track - Traffic Hours) licence
Protection Operative Dual Certified	PWT-EH AND PWT-TH licence
Train Movements Operative	PWT-TM (Protecting Workers on the Track – Train Movements) licence
Depot Possession Master	Depot Possession Master certification
Possession Master	Possession Master licence

5.1.2. LU Protection Additional Skills:

Skill Type	Minimum skills and competencies
Possession Worksite Access Coordinator (PWAC)	PWT-EH or TH Licence and PWAC Training
Fire Watchperson	Fire Watchperson Licence
Track Trolley Controller	Track Trolley Controller Licence
De-Icing Operative	PWT-EH or TH Licence, and De-Icing Training
Assessor (PWT-EH/TH)	Assessor Qualification to assess a candidate at PWT-EH/TH level, using a range of methods, as approved by LU Access Department

Skill Type	Minimum skills and competencies
Assessor (PWT-TM/PM)	Assessor Qualification to assess a candidate at PWT-TM/PC level, using a range of methods, as approved by LU Access Department
Site Person in Charge (for Non-Intrusive Visual Surveys and Inspections only) with PWT	PWT-EH Licence AND SPC Certification Or PWT-TH Licence AND SPC Certification

5.1.3. Docklands Light Rail Protection Skills:

Skill Type	Minimum skills and competencies
Person in Charge of Work (DLR-PICOW)	DLR PICOW certified on Sentinel

5.1.4. Elizabeth Line Competencies

Skill Type	Minimum skills and competencies
RfLi Person in Charge of Possession (RFLI-PICOP)	RfLi-PICOP certified on Sentinel
RfLi Engineering Supervisor (RFLI-ES)	RfLi-ES certified on Sentinel
RfLi Engineering Supervisor Competent Person	RfLi-ES certified on Sentinel

RfLi Controller of Site Safety (RFLI-COSS)	RfLi-COSS certified on Sentinel
RfLi-Possession Assistant (RFLI-PA)	RfLi-PA certified on Sentinel
RfLi Safe Task Leader (RFLI-STL)	RfLi-STL certified on Sentinel
RfLi Auxiliary operating duties Points Operator (RFLI-AOD-PO)	RfLi-AOD-PO certified on Sentinel

5.1.5. Elizabeth Line Isolation Skills:

Skill Type	Minimum skills and competencies
RfLi Nominated Person (RfLi Nom)	RfLi Nominated Person certified on Sentinel
RfLi Testing and Earthing	RfLi Testing and Earthing certified on Sentinel
RfLi High Voltage Appointed Person (RfLi HVAP)	RfLi High Voltage Appointed Person certified on Sentinel
RfLi Low Voltage Appointed Person (RfLi LVAP)	RfLi Low Voltage Appointed Person certified on Sentinel
RfLi Senior Authorised Person High Voltage (RfLi SAP HV)	RfLi Senior Authorised Person certified on Sentinel

5.1.6. Network Rail Protection Skills:

Skill Type	Minimum skills and competencies
NR Controller of Site Safety (COSS)	COSS Certified on Sentinel
NR DC Strap Man (for third rail operations)	DC Strapman Certified on Sentinel
NR DC Strapman Level A	DC Strapman Level A Certified on Sentinel
NR Person in charge of Protection (PICOP)	PICOP Certified on Sentinel
NR Senior Person in Charge of Protection (SPICOP)	SPICOP Certified on Sentinel
NR Engineering Supervisor (ES)	ES Certified on Sentinel
NR Protection Controller (PC)	PC Certified on Sentinel
NR Lookout/Site Warden	Lookout/SW Certified on Sentinel
NR Crane Controller	Crane Controller Certified on Sentinel
NR Crane Controller Tandem Lifter	Crane Controller-Tandem Lifter Certified on Sentinel
NR Crane Controller Foreman	Crane Controller Foreman Certified on Sentinel

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Skill Type	Minimum skills and competencies
NR Handback	Handback Certified on Sentinel
NR Points Operator (PO)	PO Certified on Sentinel
NR Hand signaller (HS)	HS Certified on Sentinel
NR Level crossing attendant (LCA)	LCA Certified on Sentinel
NR Possession Support (PS)	PS Certified on Sentinel
NR Safe Work Leader (SWL)	SWL Certified on Sentinel

5.1.7. Network Rail Isolation Skills:

Skill Type	Minimum skills and competencies
Nominated Person	Nominated Person (NP) Certified on Sentinel
Isolation walkouts and whiteboard meetings	Nominated Person (NP) Certified on Sentinel
Bond checks in accordance with NWR (Network Rail) Standard NR/L2/ELP/21087	Nominated Person (NP) Certified on Sentinel

5.1.8. Network Rail Isolation Teams

The teams with the following Skill Types shall each be known as an **“Isolation Team”** and together the **“Isolation Teams”**:

(A) Package A (Midweek Day/Night - 8 hours)

Skill Type	Nr	Minimum skills and competencies
Power isolations	2	Planning & Submission of Isolation Documentation 1 x Nominated Person + 1 x PTS (Personal Track Safety) assistant both Certified on Sentinel
Total in Team	2	

(B) Package B (Weekend Day/Night - 12 hours)

Skill Type	Nr	Minimum skills and competencies
Power isolations	2	Planning & Submission of Isolation Documentation 1 x Nominated Person + 1 x PTS assistant both Certified on Sentinel
Total in Team	2	

(C) Package C (Midweek Day/Night - 8 hours)

Skill Type	Nr	Minimum skills and competencies
Power isolations	4	Planning & Submission of Isolation Documentation 1 x Nominated Person + 1 x Appointed Person (AP) + 2 x PTS assistants all Certified on Sentinel
Total in Team	4	

(D) Package D (Weekend Day/Night - 12 hours)

Skill Type	Nr	Minimum skills and competencies
Power isolations	4	Planning & Submission of Isolation Documentation 1 x Nominated Person + 1 x Appointed Person (AP) + 2 x PTS assistant all Certified on Sentinel
Total in Team	4	

(E) Package E (Midweek Day/Night - 8 hours)

Skill Type	Nr	Minimum skills and competencies
Power isolations	6	Planning & Submission of Isolation Documentation 1 x Nominated Person + 2 x Appointed Persons (AP) + 3 x PTS assistants all Certified on Sentinel

Total in Team	6	
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(F) Package F (Weekend Day/Night - 12 hours)

Skill Type	Nr	Minimum skills and competencies
Power isolations	6	Planning & Submission of Isolation Documentation 1 x Nominated Person + 2 x Appointed Persons (AP) + 3 x PTS assistants all Certified on Sentinel
Total in Team	6	

5.2. The Supplier shall ensure that:

- 5.2.1. all Supplier Personnel provided for each Shift hold the required qualifications and licences, valid and in-date, as appropriate and in accordance with the requirements of the Specification including the Rule Books and QUENSH;
- 5.2.2. all certificates and licences provided by the licensing bodies shall be in the name of the Supplier; and
- 5.2.3. all Supplier Personnel provided for each Skill Type shall have received manual handling training, and evidence of such training shall be provided to the Company on request.

6. PROVISION OF TOOLS OF THE TRADE

- 6.1. The Supplier shall ensure all Supplier Personnel who attend the Worksites are in possession of all Tools of the Trade as may be required for the activities applicable to their Skill Type and the Worksite they are attending.
- 6.2. The Supplier shall ensure all Tools of the Trade are fit and safe for the intended purpose, complying with all relevant current codes of practice, Standards and are in good serviceable condition having been properly maintained, serviced and repaired.
- 6.3. The Supplier shall provide any consumables and/or fuel consumed in the use of any Tools of the Trade.
- 6.4. Failure to comply with paragraphs 6.1 to 6.3 may result in lost productivity for the Company and is held to be a serious breach of the Contract and, without prejudice to the Company's other rights and remedies, shall be raised as a Level 2 Non-Conformance in accordance with Schedule 9 (Performance Measurement).
- 6.5. The following tables define the minimum Tools of the Trade to be provided by the Supplier for each of the Skill Groups. The listings are not exhaustive, and the Supplier shall be responsible for providing all necessary Tools of the Trade. If the Supplier considers, acting reasonably, that in the delivery of the Services any Skill Group requires additional equipment to the Tools of the Trade or the Company Equipment the Supplier's Representative shall advise the Company's Representative and seek instruction.

Skill Group	Tools of the Trade to be provided
LU Core Protection Skills	Current Rail Indicator Device (CRID)
	Horn
	Whistle
	Flags
	Logbooks
	Armbands

Skill Group	Tools of the Trade to be provided
	Torch
	Suitable device for accessing and using publications and other relevant safety critical information via the Company's online document management system. Minimum device requirements are: • Android: Version 7 or higher devices with at least 4 GB of RAM. • iOS: Version 10 or higher devices with at least 2 GB of RAM • Browser: Latest version of Microsoft Edge or Google Chrome. • NFC enabled
LU Protection Additional Skills	All necessary Tools of the Trade
Docklands Light Rail Skills	All necessary Tools of the Trade
Elizabeth Line Skills	All necessary Tools of the Trade
Network Rail Protection Skills	All necessary Tools of the Trade
Network Rail Isolation Skills	All necessary Tools of the Trade
Network Rail Isolation Teams	All necessary Tools of the Trade

7. COMPANY EQUIPMENT

7.1. From the Commencement Date the Company will provide for the use of Supplier Personnel of the Skill Groups below, the following items of Company Equipment:

Skill Group		Company Equipment to be provided
LU Core Protection Skills		Connect radio and charger
		All protection equipment necessary for implementing protection arrangements for a Possession or Specified Area (as defined in the Rule Books) and securing points, including: - possession and worksite banners and signs; - detonators, detonator canisters and clips; - scotch blocks and clips; - short circuiting devices; - Possession and Specified Area (as defined in the Rule Books) lamps; - all consumables used by any of the above, such as batteries and bulbs; and - Possession equipment kit bags.
LU Protection Additional Skills	PWAC	Table, chair audio-visual and computer equipment necessary for carrying out activity of PWAC Wristbands
	Fire Watchman	None

Skill Group		Company Equipment to be provided
LU protection additional skills	Track Trolley Controller	None
	De-Icing Operative	All equipment necessary for carrying out the activity of De-Icing Operative
	Assessor (PWT-EH/TH)	None
	Assessor (PWT-TM/PC)	None
Docklands Light Rail Skills		None
Elizabeth Line Skills		None
Network Rail Protection Skills		None
Network Rail Isolation Skills		None
Network Rail Isolation Teams		None

7.2. The Supplier shall ensure that Supplier Personnel using Company Equipment: (i) are suitably trained and experienced in the use of such Company Equipment; (ii) use such Company Equipment strictly in accordance with operating instructions; (iii) take all reasonable care to ensure that such Company Equipment is not damaged, lost or misused; (iv) immediately report to the Company any loss of, defects in or necessary repairs to, such Company Equipment; (v) store equipment correctly and safely after use; and/or (vi) return equipment to the Company's stores promptly as required by the Company.

7.3. The Company will maintain and service all Company Equipment. The Supplier shall be held accountable for loss of or damage to the Company's Equipment caused by the Supplier Personnel, or when such Company Equipment is under the control of the Supplier. In the case of theft of Company Equipment while in the possession of

Supplier Personnel, the Supplier shall supply a crime reference number to the Company.

- 7.4. The Supplier shall ensure all Company Equipment is removed from the Worksites at the end of each Shift and returned to the Company's storage location from where it was collected, unless otherwise directed by the Company.

8. MANAGEMENT SERVICES

8.1. The Company's Role

- 8.1.1. The Company is responsible for the planning of Shifts to be undertaken. Without prejudice to the Supplier's obligations under the Contract, the Supplier has no responsibilities regarding the planning of the number or nature of Shifts required.
- 8.1.2. In respect of the Skill Group for LU Core Protection Skills, a Baseline Shift Requirement for Budget Period One is set out in Appendix 2 (Baseline Shift Requirement) to Schedule 1 (Contract Data) and for each subsequent Budget Period determined in accordance with the procedure set out in paragraph 2 of Schedule 14 (Project Processes).
- 8.1.3. In respect of all other Skill Groups (making up the Non-Baseline Shift Requirement), the parties shall follow the procedure in relation to planning Shifts set out in paragraph 3 of Schedule 14 (Project Processes).
- 8.1.4. Notwithstanding the Supplier's obligation at paragraph 8.2.2(D)(vii), the Company will deliver generic safety briefings and toolbox talks to all Supplier

Personnel from time to time, and the Supplier shall ensure attendance of all required Supplier Personnel at such briefings and toolbox talks.

- 8.1.5. The Company will deliver job-specific briefings to Supplier Personnel where the Company considers it appropriate and the Supplier shall ensure attendance of all required Supplier Personnel at such briefings.
- 8.1.6. The Company will make available such accommodation for such briefings as it considers appropriate.
- 8.1.7. The Company will make available to the Supplier all documentation and Publications as the Company considers necessary for carrying out the Services.
- 8.1.8. The Company will manage the on-Shift reporting (booking on/off) of Supplier Personnel.
- 8.1.9. The Company may carry out random safety inspections and audits on Supplier Personnel.

8.2. The Supplier's Role

- 8.2.1. The Management Fee is payable to the Supplier for the Management Service.

8.2.2. Operational management

- (A) The Supplier shall operate and maintain a competency management system in accordance with paragraph 8.2.3 below.
- (B) The Supplier's operational management staff shall be available, by telephone and email, for the Company to contact at all times for the following reasons:
 - (i) to request additional Supplier Personnel;
 - (ii) to report Incidents (as defined in paragraph 4.9.1); and
 - (iii) to discuss or resolve any issues that may arise in relation to the Services.
- (C) Without prejudice to the Supplier's obligations under the Contract, the Supplier's operational management team shall work closely with the Company to ensure that all issues are dealt with expediently.

- (D) The Supplier's operational management duties shall include but are not limited to:
- (i) supervision of the Services;
 - (ii) communications (the Supplier shall ensure that each member of Supplier Personnel has a functioning telephone with them at all times during their Shift);
 - (iii) PPE and Tools of the Trade (the Supplier shall ensure that each member of Supplier Personnel has all required PPE and Tools of the Trade for each Shift, in good working order, as described in paragraph 5 of this Schedule 3);
 - (iv) Monitoring provision of Documentation and Publications (the Supplier shall ensure that each member of Supplier Personnel has available to them all required Documentation and Publications for each Shift, in respect of the works being undertaken);
 - (v) planning safe systems of working for Isolation Teams;
 - (vi) resource management including:
 - 1) the Supplier shall ensure sufficient Supplier Personnel are available, of each Skill Type, for each Shift taking into account the requirements of the Working Time Directive;
 - 2) without prejudice to the Supplier's obligations under the Contract or the Company's rights or remedies, the Supplier shall provide the Company, on a weekly basis, with a four (4) week look-ahead of Supplier Personnel availability, in a format agreed by the Company, in order to demonstrate to the Company's satisfaction that the Supplier has sufficient Supplier Personnel of the required Skill Types to comply with the Contract;
 - 3) the Supplier shall from the Commencement Date provide to the Company on each Working Day an updated copy of the Skills Matrix detailing for all

available Supplier Personnel the Skill Types held by such available Supplier Personnel;

- 4) the Supplier shall be responsible for rostering Supplier Personnel to each Shift, taking into account competence, licences, experience, familiarity, Working Hours, fatigue, and any other relevant factors;
 - 5) the Supplier shall accommodate as far as reasonably possible in its rostering any requests that the Company may make from time to time for specific members of Supplier Personnel to attend specific Worksites;
 - 6) the Supplier shall notify the Supplier Personnel of the Shifts they are assigned to and shall report to the Company the names of the Supplier Personnel attending each Worksite no later than eight (8) hours prior to the commencement of each Engineering Hours shift, and no later than twelve (12) hours prior to the commencement of each Traffic Hours shift;
 - 7) the Supplier shall ensure that the Supplier Personnel are fully briefed on the details of their Shifts;
 - 8) the Supplier shall ensure that all Supplier Personnel attend briefings as requested by the Company; and
 - 9) in the event that a member of the Supplier Personnel is not available for a planned Shift, the Supplier shall provide a suitable replacement in compliance with the Supplier's obligations under the Contract. Where the Supplier cannot provide such a replacement, it shall notify the Company Representative immediately;
- (vii) safety briefings and toolbox talks (the Supplier shall issue toolbox talks and special safety briefings as required, focusing on risks and hazards that are pertinent to the track environment and the protection activity, and maintain a

register of such briefings and toolbox talks, available to the Company as required);

- (viii) audits and inspections (the Supplier shall implement a robust and comprehensive auditing system as per QUENSH, such that it is aware of the standard and/or competence of the Supplier Personnel, which shall be open to review by the Company. Audits are intended to ensure that the quality of Supplier Personnel is maintained at a satisfactory level, and that continual improvement of the Services is achieved by the Supplier.
- (ix) complaints management (the Supplier shall be responsible for investigating all complaints received regarding Supplier Personnel in accordance with paragraph 4.10 above);
- (x) Incident reporting (the Supplier shall be responsible for investigating all Incidents involving Supplier Personnel in accordance with paragraph 4.9 above); and
- (xi) contract administration and record keeping (the Supplier shall complete and submit the forms and reports to the Company in the form required by the Company and as detailed in Schedule 13 (Contract Management) and Schedule 14 (Project Processes)).

8.2.3. Competency Management

- (A) The Supplier shall operate and maintain a competency management system that satisfies the requirements set out in Developing and Maintaining Staff Competence Railway Safety Publication 1 (November 2016) (as updated from time to time) published by the Office of Road and Rail at:

https://orr.gov.uk/data/assets/pdf_file/0016/4264/developing-and-maintaining-staff-competence-rsp1.pdf.

- (B) The Company reserves the right to audit the Supplier against the Company's Competency Management System having given reasonable prior notification.

9. ADDITIONAL SERVICES

- 9.1. The Company reserves the right to increase the number of Shifts defined by the accepted Baseline Shift Requirement in accordance with Part B (Additional Services) of Schedule 4 (Contract Variation Procedure and Additional Services).

Appendix A

Minimum Specification for PPE

The Supplier shall comply with the following minimum requirements for PPE to the extent they are applicable at Worksite(s):

(A) Hi Vis

- High-visibility clothing worn to meet BS EN 471. (Vest, trousers etc.)
- Where there is a risk of entanglement with moving parts clothing to meet BS EN 510.

(B) Eye protection

- Light eye protection EN166 Optical Class 1 and “F” rated.
- Safety goggles to BS EN 166.1B.
- prEN 175: equipment for eye & face protection during welding/allied processes.

(C) Safety boots

- Safety boots with ankle support (laced up) mid sole protection to EN354 200 Joule standard (S3).
- Waterproof boot if in water.
- Welder's boots if welding.

(D) Hardhats

- Safety helmets BS EN 397 and worn at all times.

(E) Respiratory protection

- EN149 Filtering half-masks against particles. FFP3 filters.
- EN 14387 Turbo hood/mask .
- BS EN 145: Self-contained closed-circuit breathing.

- BS EN 146: Powered particle filtering devices (including hoods or helmets).
- BS EN 147: Powered particle filtering devices (including masks).
- BS EN 149: Filtering half-masks against particles.

(F) Hearing protection to EN352.

(G) Gloves

- BS EN 388 standard protective gloves against mechanical risks (abrasion, cutting, etc.).
- BS EN 374: protective gloves against chemicals/ microorganisms.
- prEN 381-7: protective gloves for chainsaws.
- prEN 12477: protective gloves for welders.

Appendix B
Skills Matrix Template

Name	Skill Type																																				
	Protection Operative Engineering Hours	Protection Operative Traffic Hours	Protection Operative Dual Certified	Train Movements Operative	Depot Possession Controller	Possession Controller	PWAC (Possession Worksite Access Coordinator)	Train SPC	Fire Watchman	Track Trolley Controller	De-icing Operative	Assessor (PWT-EH/TH)	Assessor (PWT-TM/PC)	Site Access Controller	Control Room Manager	NR Controller of Site Safety (COSS)	NR DC Strap Man (for third rail operations)	NR DC Strapman Level A	NR Person in charge of Protection (PICOP)	NR Senior Person in Charge of Protection (SPICOP)	NR Engineering Supervisor	NR Protection Controller	NR Lookout/Site Warden	NR Crane Controller	NR Crane Controller Tandem Lifter	NR Crane Controller Foreman	NR Handback	NR Points Operator	NR Hand signaller	NR Level crossing attendant	NR Possession Support (PS)	NR Safe Work Leader	Nominated Person	Isolation walkouts and whiteboard meetings	Bond checks in accordance with NWR Standard NR/L2/ELP/21087	Power Isolations	
Name 1	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No
Name 2	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No
Name 3	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No
Name 4	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No
Name 5	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No
Name 6	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No
Name 7	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No
Name 8	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No
Name 9	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No
Name 10	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No
Name 11	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No
Name 12	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No	Yes/ No

Appendix C

Company Management System (Document Number R0623 A3 of TfL's Management System: Competence Management)

The document labelled 'Schedule 3 – Appendix C (Company Management System)' which is appended to the email from Tom Sutcliffe at the Company to James Pitcher at the Supplier on 25 June 2025 at 9.18am.

SCHEDULE 4
Contract Variation Procedure and Additional Services

Schedule 4

Contract Variation Procedure and Additional Services

Part A – Contract Variation Procedure

1 DEFINITIONS AND GENERAL TERMS

- 1.1 For the purposes of this Part A (Contract Variation Procedure) of Schedule 4 (Contract Variation Procedure and Additional Services), the following expressions shall have the following meanings:

“Emergency” means an event causing or, in the reasonable opinion of a Party, threatening to cause death or injury to any individual, or serious disruption to the lives of a number of people or extensive damage to property, or contamination of the environment in each case on a scale beyond the capacity of the emergency services, or preventing the Services operating under normal circumstances and requiring the mobilisation and organisation of the emergency services.

- 1.2 Without prejudice to paragraph 2.4 below, the cost of any Variation Order shall be agreed between the Parties taking account of the reasons why the Variation Order was required.

2 VARIATIONS PROPOSED BY THE COMPANY

- 2.1 The Company may propose a variation by completing Appendix 1 (Form of Variation Proposal/ Order) of this Part A (Contract Variation Procedure) and supplying three (3) copies of it to the Supplier.
- 2.2 Within five (5) Working Days of receipt of the Company's Variation Proposal submitted pursuant to paragraph 2.1, or such other time as may be agreed by the Company, the Supplier shall complete Part B of the Variation Proposal and shall supply two (2) copies of the Variation Proposal to the Company.
- 2.3 The Company shall be entitled, at any time within twenty (20) Working Days of receipt of the Variation Proposal submitted pursuant to paragraph 2.2, to instruct and authorise the Supplier to proceed with the variation on the terms set out in the Variation Proposal by completing and signing Part C of one (1) copy of the Variation Proposal (which, following such signature, will be referred to as a **“Variation Order”**) and supplying such Variation Order to the Supplier.
- 2.4 The Supplier shall carry out the Variation in accordance with the Variation Order on the terms determined by the Company and such Variation shall take effect no later than five (5) Working Days (unless otherwise instructed by the Company) following receipt of the signed Variation Order by the Supplier.

- 2.5 Where the terms are not agreed by the Supplier, or where the Supplier fails to provide Part B of the Variation Proposal to the Company within the timescales set out in paragraph 2.2, the variation shall be deemed to be agreed and the Supplier shall proceed, at the request of the Company, to implement the variation in accordance with the specified terms within five (5) Working Days (unless otherwise instructed by the Company) of the request from the Company to proceed.
- 2.6 Where any Variation Order is disputed by the Supplier, the Supplier may refer this matter to the dispute resolution procedure pursuant to Schedule 17 (Dispute Resolution Procedure) but is required to implement the variation pending the outcome of the Dispute.

3 VARIATIONS PROPOSED BY THE SUPPLIER

- 3.1 The Supplier may propose a variation, after requesting the issue by the Company of a Variation Proposal variation number, by completing Parts A and B of a Variation Proposal and supplying two (2) copies of it to the Company.
- 3.2 The Company shall be entitled, at any time within twenty (20) Working Days of receipt of the Variation Proposal supplied pursuant to paragraph 3.1, to instruct the Supplier to proceed with the variation on the terms set out by the Supplier by completing and signing Part C of one (1) copy of the Variation Proposal (which, following such signature, will be referred to as a “**Variation Order**”) and supplying such Variation Order to the Supplier. The relevant part(s) of this Contract shall thereupon be varied accordingly.

4 FINANCIAL IMPACT OF A VARIATION

- 4.1 The Supplier may indicate in a Variation Proposal that the price is an estimated price but, if it does so, it shall supply a firm price to the Company in writing at least five (5) Working Days before the expiry of the time within which the Company is entitled to instruct the Supplier to proceed with the variation.
- 4.2 In all Variation Proposals, the Supplier shall ensure that:
- (a) the price indicated by the Supplier must be the full price and shall cover all costs associated with the variation;
 - (b) if appropriate a range of prices is shown corresponding to the extent of the Services to be carried out;
 - (c) the Variation Proposal details the effect, if any, on the Supplier Personnel Rates or Schedule of Supplier Personnel Rate Components as a direct consequence of the Variation;
 - (d) the Variation Proposal details the build-up to assessed effect (if any) on the Supplier Personnel Rates using a quantified estimate;

- (e) the Variation Proposal details the effect on the Baseline Shift Requirement Cost and/or Non-Baseline Shift Requirement Cost in the current Budget Period; and
 - (f) the Variation Proposal includes such further information as may reasonably be required by the Company.
- 4.3 All authorised additional work resulting from any Variation Proposal shall be priced in accordance with any Supplier Personnel Rates set out in Schedule 1 (Contract Data) and Schedule 2 (Payment) as applicable.
- 4.4 The Supplier shall at all times act reasonably and shall price each Variation Proposal at the least possible additional cost to the Company that it is reasonably and economically practicable for the Supplier to offer and which has the least possible impact on the terms of this Contract, including but not limited to, Schedule 3 (Specification) and the Baseline Shift Requirement.
- 4.5 Strict adherence to the procedure described in this Part A (Contract Variation Procedure) of Schedule 4 (Contract Variation Procedure and Additional Services) shall be a condition precedent to any increase to the Supplier Personnel Rates or other amounts payable to the Supplier for the Services. If the Supplier does not adhere to each paragraph in this Part A (Contract Variation Procedure) of Schedule 4 (Contract Variation Procedure and Additional Services) then the Supplier shall not be entitled to any addition to, or increase of, the Supplier Personnel Rates or other amounts payable to the Supplier notwithstanding that the Supplier may have supplied additional or varied Services.

5 EXPEDITED VARIATIONS AND RETROSPECTIVE CLAIMS

- 5.1 In an Emergency, both Parties shall use their reasonable endeavours to expedite the actions permitted or required under the Contract Variation Procedure. Where an Emergency has arisen, the Company's Representative may issue an informal instruction in writing (which may be by email) to the Supplier to carry out additional work as specified in that instruction and both Parties shall subsequently endeavour to agree a formal Variation Order relating to that instruction as soon as reasonably practicable thereafter.
- 5.2 Subject to paragraph 5.1 above, the Company will not accept any retrospective claims for additional work caused by a variation which has not been approved by the Company in accordance with the Contract Variation Procedure before the commencement of such additional work.

Appendix 1

Form of Variation Proposal/Variation Order

To:		From:	
Contract Reference:			
Variation Number:			
Variation Title:			
PART A (TO BE COMPLETED BY THE ORIGINATOR OF THE VARIATION ORDER)			
Description of change:			
Reason for changes and impact (if any) on Contract:			
Variation Proposal Authorised by:		Proposal Date:	
PART B (TO BE COMPLETED BY THE SUPPLIER)			
Price Breakdown Note: If a further breakdown is needed please append details as a separate sheet.			
Expected Delivery Date:			
Supplier's Representative:		Date:	
Print Name:		Signature:	
Completed document to be returned to the Company's Representative			
PART C (TO BE COMPLETED BY THE COMPANY'S REPRESENTATIVE)			
Comment on Parts A and B:			
Variation Authorisation		Date:	
Company's Representative:			
Print Name:		Signature:	

Part B – Additional Services

1 DEFINITIONS

For the purposes of this Part B (Additional Services) of Schedule 4 (Contract Variation Procedure and Additional Services), the following expressions shall have the following meanings:

“Additional Services” means the provision, on a temporary and/or ad hoc basis, of any additional Supplier Personnel in the Skill Group ‘LU Core Protection Skills’ which is over and above that set out in the Baseline Shift Requirement for any Budget Period;

“Additional Service Notice” means a request from the Company for Additional Services that states on its face that it is an Additional Service Notice;

“Additional Service Rates” means the Supplier Personnel Rates to be applied in respect of any request from the Company for Additional Services calculated in accordance with Schedule 2 (Payment);

“Level 2 Non-Conformance” has the meaning given to that term in paragraph 1 of Schedule 9 (Performance Measurement); and

“Revised Additional Services Notice” has the meaning given to it in paragraph 3.4 of this Part B (Additional Services) of Schedule 4 (Contract Variation Procedure and Additional Services).

2 ADDITIONAL SERVICES NOTICE

- 2.1 Where Additional Services are required by the Company, the Company shall submit to the Supplier an Additional Service Notice.

3 SUPPLIER RESPONSE AND COMPANY CONFIRMATION

- 3.1 Within five (5) Working Days of receipt of the Additional Service Notice, the Supplier shall confirm in writing to the Company in accordance with this Part B (Additional Services):

- (a) the cost of performing the Additional Services;
- (b) the time period for performing the Additional Services; and
- (c) when it is proposed the Additional Services are to be carried out.

- 3.2 The cost of implementing the Additional Services shall be calculated in accordance with paragraph 4 of this Part B (Additional Services).

- 3.3 Other than the costs referred to in paragraph 3.2 of this Part B (Additional Services), the Supplier shall make no charge to the Company for processing, implementing or managing

the Additional Services (save to the extent that any Non-Baseline Management Fee may be payable in accordance with paragraph 4.1(c)).

- 3.4 The Company may object in writing within five (5) Working Days of receipt of the Supplier's confirmation pursuant to paragraph 3.1 of this Part B (Additional Services) to any part of that confirmation and in such circumstances the Parties shall act reasonably to agree as soon as practicable how the Additional Services are to be implemented. In the event that the parties cannot reach agreement within ten (10) Working Days of receipt of the Company's written objection (unless otherwise instructed by the Company), the Company shall have sole discretion to determine the terms and such terms shall be notified to the Supplier in a revised Additional Service Notice (the "**Revised Additional Services Notice**").
- 3.5 Where the Company accepts the information provided by the Supplier pursuant to paragraph 3.1, it shall instruct the Supplier in writing to proceed with the Additional Services.
- 3.6 Following receipt of an instruction from the Company to proceed with the Additional Services pursuant to paragraph 3.5 or following receipt of the Revised Additional Services Notice, the Supplier shall carry out the Additional Services in accordance with the agreed Additional Services Notice or Revised Additional Service Notice (as applicable).
- 3.7 In the event that the Supplier disagrees with the terms determined by the Company in accordance with paragraph 3.4 the Supplier shall nonetheless implement the Additional Service Notice and may refer this matter to the dispute resolution procedure pursuant to Schedule 17 (Dispute Resolution Procedure).

4 PRICING OF ADDITIONAL SERVICES

- 4.1 For the purposes of paragraph 3.2 of this Part B (Additional Services), the Additional Services Price shall be calculated on the basis that:
- (a) wherever practicable the Supplier shall procure that such services are carried out by existing on-site and suitably qualified Supplier Personnel and no labour element shall be charged to the Company in respect of such services;
 - (b) where such Additional Services are not carried out by existing on-site and suitably qualified Supplier Personnel, the cost of the labour element shall be calculated in accordance with:
 - (i) where the request for Additional Services requires a Skill Type, the Supplier Personnel Rates; and

- (ii) where the request for Additional Services requires a skill type that is not a Skill Type for which there is a Supplier Personnel Rate, such rates as are fair and reasonable and calculated in accordance with Schedule of Supplier Personnel Rate Components; and
- (c) subject to paragraphs (a) and (b), the Non-Baseline Management Fee shall be payable in respect of the additional staff labour costs.

5 IMPLEMENTATION

- 5.1 The Supplier shall perform the required Additional Services so as to minimise any inconvenience to the Company and within the timescales specified in the confirmation provided pursuant to paragraph 3.1 of this Part B (Additional Services) (or agreed by the parties or determined by the Company pursuant to paragraph 3.4 of this Part B (Additional Services)).
- 5.2 The Supplier shall notify the Company when it believes the Additional Services have been completed.
- 5.3 Where the Supplier has either:
 - (a) failed to provide a response pursuant to paragraph 3.1 of this Part B (Additional Services); or
 - (b) failed to provide the Additional Services within ten (10) Working Days of the date that has been determined or agreed in accordance with paragraph 5.1 of this Part B (Additional Services) as being the date by which the Additional Services should have been provided,

then such failure shall constitute a Level 2 Non-Conformance for the purposes of Schedule 9 (Performance Measurement).

6 PAYMENT

- 6.1 Where the Additional Services have been performed to the satisfaction of the Company (acting reasonably), the Supplier shall include the costs of the relevant Additional Services in the next Payment Application submitted pursuant to Clause 15 and Schedule 2 (Payment) following completion of the relevant Additional Services.
- 6.2 All amounts payable in respect of Additional Services shall be invoiced and paid in accordance with the procedure described in Clause 15 and Schedule 2 (Payment) of this Contract.

7 DOCUMENTATION AND MONITORING

- 7.1 No due diligence (whether funder, legal, technical, insurance or financial) shall be required in relation to Additional Services unless otherwise agreed between the parties.
- 7.2 Unless otherwise agreed between the parties, no changes shall be made to this Contract as a result of Additional Services, save for the encompassing of the subject matter of the Additional Services within the Specification.
- 7.3 The Supplier shall keep a record of all Additional Services processed, completed and outstanding and shall provide the Company with a copy of that record whenever reasonably required by the Company.

8 DISPUTES

- 8.1 Any Dispute may be referred by either party for resolution pursuant to Schedule 17 (Dispute Resolution Procedure). Where such Dispute concerns the cost of the Additional Services, the Supplier shall be required to perform the Additional Services within the timescales set out in paragraph 3.1 or in the Revised Additional Services Notice notwithstanding the Dispute.

9 APPLICABILITY OF THE CONTRACT

- 9.1 In providing the Additional Services, the Supplier shall comply with the requirements of the Contract and (save to the extent the contrary is expressly set out in this Schedule or that is agreed or determined in accordance with the Contract) any provisions in the Contract which impose obligations on the Supplier in respect of the provision of the Services shall apply equally to the provision of the Additional Services.

SCHEDULE 5
Health, Safety, Quality and Environmental Requirements

Schedule 5

Health, Safety, Quality and Environmental Requirements

Definitions

For the purposes of this Schedule 5 (Health, Safety, Quality and Environmental Requirements), the following expressions shall have the following meanings:

"Environmental Management System" or "EMS" has the meaning given to it in paragraph 2.1 of Part C (Environmental Requirements) of this Schedule 5 (Health, Safety, Quality and Environmental Requirements);

"Health & Safety Policy" has the meaning given to it in paragraph 1.1 of Part A (Health and Safety) of this Schedule 5 (Health, Safety, Quality and Environmental Requirements);

"TfL Accident and Incident Reporting System" means Info Exchange 2, the accident and incident database system used by TfL to record and maintain records of all accidents and incident that occur on TfL infrastructure across the TfL Network;

"TfL Corporate Environmental Framework" means the policy set out in Appendix 3 of this Schedule 5 (Health, Safety, Quality and Environmental Requirements);

"TfL HSE Policy" means the policy set out in Appendix 2 of this Schedule 5 (Health, Safety, Quality and Environmental Requirements); and

"UKAS" has the meaning given to it in paragraph 6.1.1 of Part B (Quality) of this Schedule 5 (Health, Safety, Quality and Environmental Requirements).

PART A: HEALTH & SAFETY

1. SUMMARY

1.1 POLICY

At all times the Supplier shall have and shall maintain an appropriate health and safety policy ("**Health & Safety Policy**") which outlines a commitment to the prevention of injury, ill health and continual improvement by establishing, implementing and maintaining a programme for achieving its objectives which includes:

- (a) designation of responsibility and authority for achieving objectives at relevant functions and levels;
- (b) the means and time-frame by which the objectives are to be achieved; and
- (c) commitments to the prevention of injury and ill health, compliance with applicable legal requirements and with other requirements to which the organisation subscribes, and to continual improvement.

The Supplier shall demonstrate commitment by ensuring the availability of resource essential to establish, implement, maintain and improve occupational health and safety.

1.2 ORGANISATION

1.2.1 Control

The Supplier shall define roles and allocate responsibilities and accountabilities to facilitate effective health and safety management and shall ensure that persons in the workplace take responsibility and are accountable for the aspects of occupational health and safety over which they have control.

1.2.2 Competency and Training

- (a) The Supplier shall ensure that any persons under its control are competent on the basis of appropriate education, training or experience. It shall provide training or take other action to meet these needs, evaluate the effectiveness of the training or action taken, and retain associated records.

- (b) The Supplier shall designate sufficient competent staff, subject to the approval of the Company's Representative or designated deputy, to support the Supplier to assist him them in undertaking the measures they need to take to comply with the requirements and prohibitions imposed upon them by or under the relevant statutory provisions as detailed in the Management of Health and Safety at Work Regulations 1999 regulation 7 or any subsequent amendments.

As a guide, the level of competency can be assumed to be a higher (Diploma level) qualification.

1.2.3 **Communication and Consultation**

- (a) The Supplier shall establish, implement and maintain procedures for effective communication both internally and with other suppliers, visitors and interested parties.
- (b) The Supplier shall establish, implement and maintain a procedure for the participation of workers in respect of hazard identification, incident investigation and development and review of health and safety policies and objectives.
- (c) The Supplier shall consult and ensure workers are represented on occupational health and safety matters. Workers shall be informed about their participation arrangements, including who is their representative.

1.3 **ARRANGEMENTS FOR ASSESSING AND MANAGING RISK**

- 1.3.1 The Supplier shall issue health and safety procedures and associated documentation, the format and content of all documentation and procedures being subject to approval of the Company.
- 1.3.2 The Supplier shall establish, implement and maintain a procedure for the ongoing hazard identification, risk assessment, and determination of necessary controls. The Supplier's methodology for hazard identification and risk assessment shall be defined with respect to its scope, nature and timing to ensure it is proactive rather than reactive and provide for the identification, prioritisation and documentation of risks and the application of controls. They shall be:

- (a) when determining controls, the Principles of Prevention (detailed in the Management of Health and Safety at Work Regulations 1999, regulation 4) should be applied;
- (b) the Supplier shall ensure insofar as is reasonably practicable, that persons (whether in its employment or not) who may be affected by the Services are not exposed to risks to their health and safety;
- (c) the Supplier shall document the significant risks and display the assessment and method statement at point of works; and
- (d) the Supplier shall keep the results of hazard identification, risk assessments and control measures up-to-date.

1.3.3 The Supplier Personnel and any sub-contracted personnel shall hold a current and approved health and safety certification (for example an approved industry certification such as the CSCS card) in order to undertake works on any part of the TfL Network and Worksites.

1.4 **MONITORING AND REVIEW**

1.4.1 The Supplier shall review its safety management system at regular and planned intervals, and adjust it as necessary, to ensure that the objectives set in the Supplier's Health & Safety Policy are achieved.

1.4.2 The Supplier shall develop, implement and maintain monitoring and measuring processes including but not limited to:

- (a) independent auditing;
- (b) workplace inspections (including a programme of random drug and alcohol testing in accordance with paragraph 4.6 of the Specification);
- (c) regular meetings and communications at all levels; and
- (d) feedback to staff regarding health and safety concerns

1.4.3 **Incident Investigation**

The Supplier shall establish, implement and maintain a procedure to record, investigate and analyse safety incidents in order to:

- (a) determine the root cause of the incident (management failings) and the subsequent underlying occupational health and safety deficiencies/other factors that contributed to the incident;
- (b) identify the need for corrective and preventative action and opportunities for continual improvement;
- (c) all incidents occurring on the Company's premises are to be reported to the Company using the TfL Accident and Incident Reporting System;
- (d) in respect of serious incidents which have (or could have) resulted in significant injury or property damage and those incidents where enforcement authorities are involved or have been informed, the Supplier shall ensure that procedures exist to ensure that the Company is informed immediately;
- (e) the results of incident investigations shall be documented and maintained and reported to the Company at least quarterly; and
- (f) the Supplier will fully cooperate and liaise with the Company's Representative and any other parties regarding investigations into incidents in compliance with the Company's requirements.

1.4.4 The Company reserves the right to stop any Services, works, operations or actions of Supplier Personnel or sub-contractors, if in the opinion of the Company or its representatives, the manner in which these are being undertaken constitutes a risk to the safety and or health of persons or damage to property.

1.4.5 When establishing and reviewing its objectives, the Supplier shall consider its technological options, its financial, operational and business requirements, and the views of relevant interested parties.

1.5 **AUDIT**

1.5.1 The Supplier shall ensure that all processes in respect of safety and health are in place during the life of the Contract, and are documented and made available for inspection and/or audit by the Company or its representatives at all times.

- 1.5.2 The Company shall have the right to conduct or commission an audit of the Supplier's health, safety, quality, and environmental management system and activities at any time.
- 1.5.3 The Supplier is, as a minimum, required to carry out safety inspections in respect of a minimum sample of 10% of the Supplier Personnel engaged in the delivery of the Services each Period, in accordance with paragraph 4.7.2 of the Specification.

2. **HEALTH & SAFETY (QUENSH)**

- 2.1 The Supplier shall comply with the requirements of the Contract Quensh Conditions (LUL Category 1 Standard S1552 A18) as defined by the Quensh Menu ("**QUENSH**") set out in Appendix 1 to this Schedule 5 (Health, Safety, Quality and Environmental Requirements).

PART B: QUALITY

1. Records

1.1 The Supplier shall maintain such records that are specified by the Company, or required under legislation, and this shall include (as a minimum):

1.1.1 details of any non-compliance against any QUENSH Standard;

1.1.2 records of audits and site inspections;

1.1.3 records of the qualifications, competence and training of staff;

1.1.4 quality assurance inspections conducted (including the identity of the inspector concerned);

1.1.5 equipment test calibration and verification checks conducted (including the identity of the inspector or tester concerned);

1.1.6 non-conforming service or product records;

1.1.7 records of all related incoming and outgoing certificates of conformity and associated release documentation;

1.1.8 records of tender and contract reviews; and

1.1.9 the Supplier's policy with regard to quality.

2. Retention Period

Records shall be retained by the Supplier for a minimum of twelve (12) years unless otherwise specified by the Company, or for any longer period as required by Applicable Laws.

3. Availability of Records for Inspection

The Supplier shall make all such records available to the Company within three (3) Working Days of any request by the Company.

4. Statistical Process Control, Audit and Inspection Procedures

Where, for quality management purposes, statistical process control procedures, audit or inspection procedures are adopted, full details of the proposed procedures used by the Supplier are to be submitted to the Company for approval prior to implementation.

5. General Quality Requirements

5.1 The Supplier shall:

- 5.1.1 appoint member(s) of its management team who, irrespective of other responsibilities, have defined authority which includes:
 - (A) ensuring that a quality management system is implemented and maintained (in accordance with paragraph 6.1.1 below);
 - (B) reporting to senior management on the performance of the quality management system, including any areas for improvement;
 - (C) ensuring awareness of customer requirements throughout the Supplier and its Supplier Personnel; and
 - (D) liaison with customers on matters relating to the Supplier's management system that result from auditing or non-conformances;
- 5.1.2 ensure that during internal processing and final delivery of a product or service to the intended destination, that the identification, packaging, storage, preservation and handling do not affect conformity with that product or Service requirements;
- 5.1.3 not proceed past "hold points" until all the specified activities have been satisfactorily completed and the related documentation is available to and authorised by the Company;
- 5.1.4 following receipt of a rejection, take immediate action to inspect all stocks and work in order to assess risk and loss and advise the Company of the findings;
- 5.1.5 take preventative action to avoid a recurrence of the non-conformities;
- 5.1.6 immediately inform the Company when the Supplier has reason to suspect non-conformities with previously supplied products or Services;

- 5.1.7 be responsible for ascertaining the cause of and responsibility for non-conformance, and for taking suitable corrective action to prevent reoccurrence;
- 5.1.8 document all corrective actions undertaken by the Supplier;
- 5.1.9 ensure that its supply chain work to correct practices, including accepted documentation defining the techniques to be used, workmanship criteria, safety of others (including the public), health precautions, plant and equipment to be used (including Tools of the Trade and any relevant Company Equipment) and training and licensing requirements;
- 5.1.10 ensure that the works comply with any manufacturer's recommendations, instructions and guidelines, unless otherwise directed by the Company;
- 5.1.11 operate and maintain all plant, equipment and processes in accordance with the relevant manufacturer's or supplier's specification or procedures, unless otherwise directed by the Company;
- 5.1.12 take all necessary steps to identify, recall, re-inspect and replace any equipment or parts which have been inspected using inspection, measuring or test equipment whose calibration is found to be defective or unknown;
- 5.1.13 store and protect inspection, measuring and test equipment and materials to prevent misuse, damage and deterioration;
- 5.1.14 ensure that all equipment bears an identification of its calibration or maintenance status, in a manner that clearly indicates it is within the calibration or maintenance period; and
- 5.1.15 deliver all Services, technical and non-technical, in accordance with the Specification and relevant ISO standards.

6. Quality Plan

6.1 The Supplier shall have in place a:

- 6.1.1 recognised quality management system, certified to the BS EN ISO 9001 2015 standard, or equivalent, by a United Kingdom Accreditation Service ("**UKAS**") (or equivalent accredited certification body), applicable to the compliant

delivery of the Services, within twenty (20) Working Days of the Services Commencement Date; and

- 6.1.2 robust audit regime to ensure optimisation of quality and standards of the delivery of the Services.

7. Inspection Monitoring and Measurement Equipment

- 7.1.1 The Supplier shall identify the controls to be used for monitoring and measuring equipment intended for use for each specific case, including its calibration confirmation status and traceability. All basis used for calibration or verification shall be retained as documented information. The Supplier shall provide secure quarantine storage for the monitoring and measuring equipment that is the subject of investigation regarding their calibration status.

PART C: ENVIRONMENTAL REQUIREMENTS

Section 1 – Introduction

- 1.1. The Supplier is required to respect and deliver on the principles outlined within the Company's Corporate Environment Plan and other associated strategies such as the London Mayor's Transport and Environment Strategies. These set out several detailed strategic aims on air quality, water, waste, climate change and energy.
- 1.2. The Company expects the Supplier to play a supporting role in helping to achieve its current and future environmental objectives and targets to ensure the delivery of all current and future Mayoral policies and strategies relevant to the Company.

Section 2 – Environmental Management System

- 2.1. The Supplier shall have in place an environmental management system ("**EMS**") that is bespoke to the Contract and which, as a minimum, meets the requirements set out below:
 - 2.1.1. the EMS shall be certified to the BS EN ISO14001 standard, or equivalent standard, by a UKAS accredited certification body or the Supplier shall have an environmental management policy, and also an independently audited EMS to the standard of BS EN ISO14001, or equivalent;
 - 2.1.2. the Supplier shall carry out environmental aspect and impact assessments to identify all potential environmental aspects and impacts related to its activities, products and services it delivers and the Supplier shall provide details of any necessary environmental control measures to the Company. These are included in risk and benefit identification, control and mitigation measures outlined in designs and safe systems of work for any element of the works forming part of the Services;
 - 2.1.3. the Supplier shall review the environmental aspect and impact assessments as a minimum once a year, but must ensure that it, and any associated control and mitigation measures, remain pertinent to the works forming part of the Services; and
 - 2.1.4. the EMS shall be consistent with and support the principles of the TfL HSE Policy, set out in Appendix 2 and the Company's Corporate Environmental

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Framework set out in Appendix 3 of this Schedule 5 (Health, Safety, Quality and Environmental Requirements).

Section 3 – Reducing whole life carbon, water usage and cost

- 3.1. The Supplier shall maximise the sustainable performance of their activities (including through their supply chain) and minimise the whole life carbon impact.

Section 4 – Waste and resource management

- 4.1. The Supplier shall promote recycling, minimise its waste within its operation and items supplied including packaging to play a supporting role in helping the Company achieve its environmental targets.
- 4.2. The London Environment Strategy has the following aim: London will be a zero-waste city. The Supplier shall recycle commercial and industrial waste associated with this contract and achieve the target established within the environmental workshop held upon commencement of the Contract with a minimum of 65% recycling by 2030 (unless otherwise agreed in the environmental workshop). The Supplier shall consider the waste hierarchy and prioritise waste reduction and reuse of materials before recycling. This applies to both items used, supplied and any packaging. The Supplier must maintain and increase the current recycling rate in accordance with targets agreed throughout the Term of the Contract. This will be done while avoiding the use of single use plastic.
- 4.3. The Supplier shall ensure that sustainable resource use and waste management are considered as an integral part of this Contract.
- 4.4. The Supplier shall record evidence to confirm that it has considered the selection of materials and the reduction of waste in its EMS.

Section 5 – Vehicle Emissions

- 5.1. The Supplier shall identify, assess and utilise transport opportunities that will reduce vehicle mileage and associated carbon / air quality emissions. This may include, but shall not be limited to, delivery to and/or travel between Worksites by rail, river, E-cargo bike etc. or the consolidation of loads.

- 5.2. The Supplier shall deliver the Services using zero emission vehicles wherever feasible in order to minimise air quality impacts.
- 5.3. The Supplier shall be free to adopt a technology neutral approach (i.e. the Supplier is free to choose which vehicle propulsion/fuel/energy source is used) to meet the emissions requirements contained herein.
- 5.4. In transitioning to the use of zero emission vehicles to deliver the Contract the Supplier shall, as far as practicable, meet or better the following:
- a) from 2025, all M1 category cars shall be zero-emission;
<https://www.gov.uk/vehicle-approval/individual-vehicle-approval-manuals>
 - b) from 2025 all N1 category commercial vehicles not exceeding 3,500 kg maximum authorised mass shall be zero emission capable (ideally meeting or exceeding the performance requirements for eligibility for a plug-in grant from the Department of Transport (see: <https://www.gov.uk/plug-in-car-van-grants>);
 - c) from 2030, all N2 and N3 category commercial vehicles exceeding 3,500 kg maximum authorised mass shall be fossil fuel free.
- 5.5. If the Supplier can demonstrate to the Company that they are unable to secure the use of vehicles that meet the requirements stipulated above, the Supplier may, with the Company's prior written approval, use vehicles which meet the following minimum requirements until such time as the Supplier is able to secure the use of vehicles which meet the more stringent requirements in paragraph 5.4 above:
- a) M1 category cars - Euro 6 emission standard;
 - b) N1 Class I, II & III vans - Euro 6 emission standard;
 - c) N2 and N3 category vehicles exceeding 3,500 kg maximum authorised mass - Euro VI emission standard.
- 5.6. The Supplier shall ensure that all vehicles are maintained and operated so that environmental impacts are reduced as far as reasonably practicable. As a minimum, the Supplier shall:
- ensure vehicles are regularly serviced in line with the respective manufacturers' recommendations;

- ensure all faults or problems on such vehicles are repaired/addressed as soon as practicable; and
- monitor and record all vehicle fuel and mileage in connection with the performance of the Services.

Section 6 – Sustainable Travel

- 6.1. The Supplier shall implement measures to encourage Supplier Personnel to avoid using private cars to access the Worksites, and to encourage them to use alternatives such as public transport, cycling, walking etc. (i.e. sustainable modes of travel).
- 6.2. The Supplier shall include, within their EMS, actions for achieving the requirements set out at paragraph 6.1 above.

Section 7 – Pollution Prevention

- 7.1. The Supplier shall comply with all Applicable Laws and Good Industry Practice to prevent pollution and environmental nuisance.
- 7.2. Any incidents of pollution witnessed by the Supplier and/or its Supplier Personnel during provision of the Services shall be reported to the Company's site person in charge.

Section 8 – General Requirements

- 8.1. Without prejudice to its other obligations contained in this Contract, the Supplier shall ensure that it carries out its obligations in response to any environmental incidents and their reporting in a manner approved by the Company.

SCHEDULE 5 - APPENDIX 1: QUENSH MENU

The document labelled 'Appendix 1 to Schedule 5 - QUENSH Menu - Morson' which is appended to the email from Tom Sutcliffe at the Company to James Pitcher at the Supplier on 25 June 2025 at 9.18am.

SCHEDULE 5 - APPENDIX 2: SAFETY HEALTH AND ENVIRONMENT POLICY**TfL Safety Health and Environment Policy**

Our commitment

Our customers, users, employees and suppliers have an expectation that when using or delivering our services or assets they will remain harm free. Our vision is “Everyone home safe and healthy every day”. We are committed to meeting our vision and these expectations.

We want to ensure that:

- every journey is a safe journey for our customers and users
- the security of our customers and employees is assured
- our employees, agency staff and contractors go home safe and healthy every day
- we maintain our assets and deliver projects safely
- we fulfil our commitments to prevent pollution and nuisance; protect biodiversity; improve air quality; and reduce waste and carbon emissions
- we are inclusive and accessible to all customers and users, including those with disabilities.

How we go about this

We have put in place health, safety and environment rules and procedures, including emergency procedures that are regularly updated. These are for you to use. If you do not know where to find them ask your line manager or your Safety, Health and Environment (SHE) manager.

We assess risks and introduce SHE measures to ensure risks remain as low as reasonably practicable. We tell you the risks and the measures we have taken to control risks. We will comply with legislation.

There is regular review of safety, health and environment statistics to identify positive and adverse trends and their root causes, so necessary action can be taken. We also assure ourselves that our suppliers maintain a good safety, health and environment record.

Each year we develop detailed SHE improvement plans to enhance what we do. These plans are regularly reviewed by the Directors in your part of the business.

When working for TfL or one of its companies you will receive the necessary training and equipment to ensure that you can undertake your job safely, ensure the safety of customers and protection of the environment.

As an employee, your physical and mental health and wellbeing is also important and we provide occupational health services to help you stay healthy and in work and provide suitable welfare facilities at your work place.

We want to maintain a fair culture and employees or their representatives are consulted on health and safety matters as they arise, in a meaningful way through scheduled health and safety meetings or more regularly where needed.

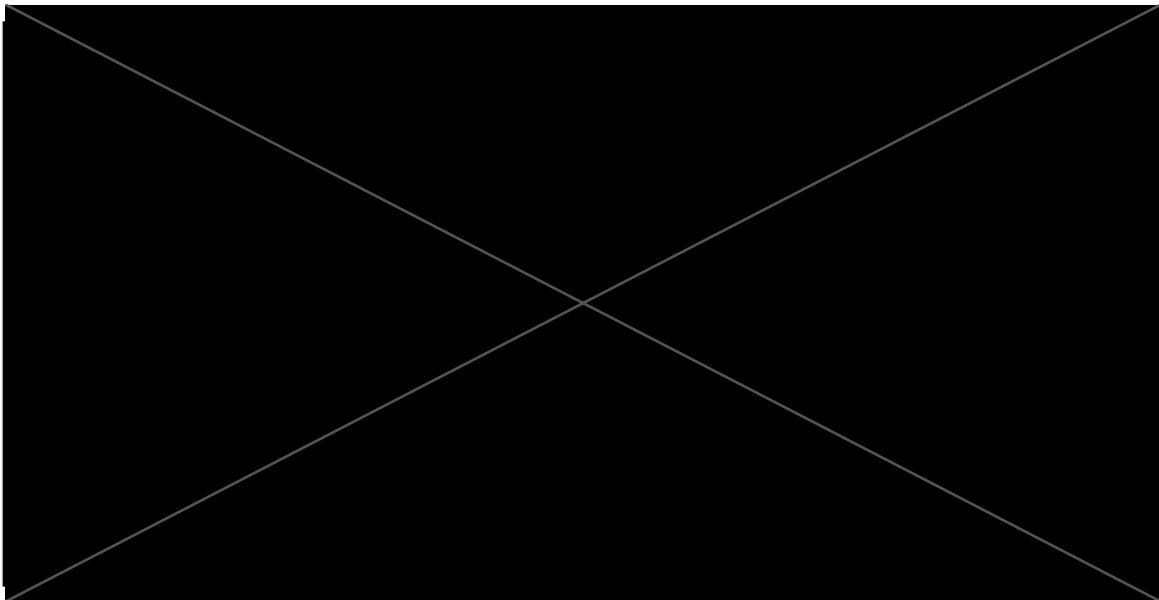
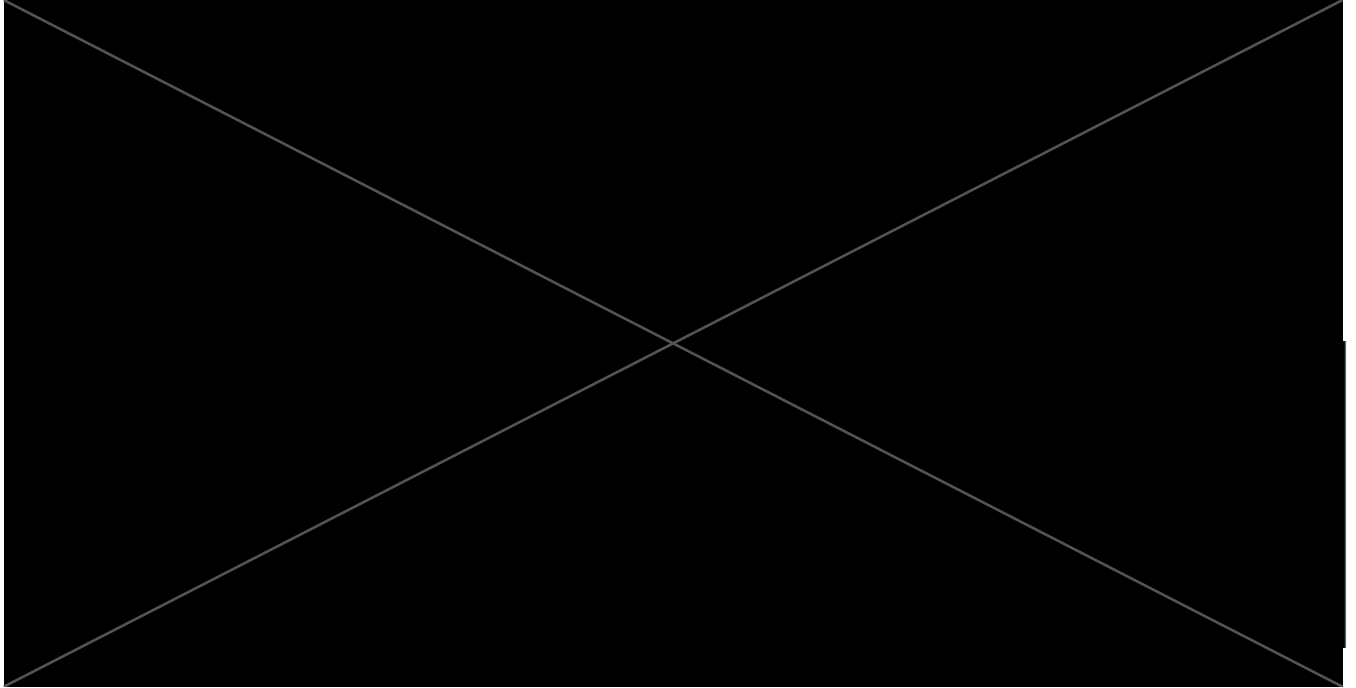
What we can all do

We all need to look out for each other and speak up if anything is unsafe or damaging to health or the environment.

We all have a duty to follow our SHE rules and procedures. Do not take shortcuts. If you think rules or procedures are unhelpful let your manager know. Where necessary rules and procedures can be changed.

We can learn from the past, so always report and investigate accidents, incidents and near misses/close calls.

Demonstrate the TfL behaviours in everything we do. In this way we can work together so that our vision for a safe and healthy environment is achieved.



SCHEDULE 5 - APPENDIX 3: TFL CORPORATE ENVIRONMENTAL FRAMEWORK

The document labelled 'Schedule 5 – Appendix 3 (TfL Corporate Environmental Framework)' which is appended to the email from Tom Sutcliffe at the Company to James Pitcher at the Supplier on 25 June 2025 at 10.16am.

SCHEDULE 6

Form of Deed of Novation

THIS DEED is made on the [] day of [] 202[]

BETWEEN:

TRANSPORT FOR LONDON a statutory corporation whose principal office is at 5 Endeavour Square, London, E20 1JN (the "**Company**", which expression shall include its successors and assigns), contracting for itself and such members of the TfL Group as applicable; and

[] a company registered in [England and Wales] under number [] and having its registered office at [] (the "**Supplier**"); and

[] a company registered in [England and Wales] under number [] and having its registered office at [] (the "**New Company**").

WHEREAS:

- (A) The Company has a framework agreement dated [] and referenced [insert contract number] with the Supplier pursuant to which contracts may be entered into for the provision of [describe in brief the scope of supply] (together the "**Contract**").
- (B) The Company wishes to transfer [part of] its benefit and burden under the Contract to the New Company.
- (C) The Supplier and the New Company have agreed to such transfer upon the terms and conditions of this Deed.

IT IS AGREED AS FOLLOWS:

- 1. In this Deed:
 - 1.1 "**Transfer Date**" means [].
- 2. With effect from the Transfer Date:
 - 2.1 the New Company undertakes to perform the obligations of the Company under the Contract and be bound by its terms in every way as if the New Company is

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and had been named at all times as a party to the Contract in lieu of the Company;

2.2 the Supplier releases and discharges the Company from all demands and claims whatsoever in respect of the Contract and accepts the liability of the New Company in relation to the Contract in lieu of the liability of the Company and agrees to be bound by the terms of the Contract in every way as if the New Company were and had been a party to the Contract at all times in lieu of the Company;

2.3 for the avoidance of doubt, it is hereby expressly agreed that:

(a) any and all rights, claims, counter-claims, demands and other remedies of the Supplier against the Company accrued under or in connection with the Contract prior to the date hereof shall be exercisable and enforceable by the Supplier against the New Company; and

(b) any and all rights, claims, counter-claims, demands and other remedies of the Company against the Supplier accrued under or in connection with the Contract prior to the date hereof shall be exercisable by the New Company against the Supplier.

2.4 the Company transfers its rights and obligations under the Contract to the New Company.

3. A person who is not a party to this Deed may not enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

Executed as a deed by the parties and delivered on the date of this Deed

Executed as a deed by affixing the Common Seal of)
Transport for London)
in the presence of:-)

.....
[Authorised Signatory]

Executed as a deed by [SUPPLIER])
acting by)

.....
[Authorised Signatory]

and)

.....
[Authorised Signatory]

Executed as a deed by [NEW COMPANY])
acting by)

.....
[Authorised Signatory]

and)

.....
[Authorised Signatory]

SCHEDULE 7**Form of Parent Company Guarantee and Performance Bond**

THIS GUARANTEE is made on the [] day of [] 201[].

BETWEEN:

- (1) [] a company registered in England and Wales under number [] and having its registered office at [] (the "**Guarantor**");
- (2) [] a company registered in England and Wales under number [] and having its registered office at 5 Endeavour Square, London E20 1JN (the "**Company**" which expression shall include its successors in title and assigns); and
- (3) [] a company registered in England and Wales under number [] and having its registered office at [] (the "**Supplier**").

WHEREAS:

- (A) This Guarantee is supplemental to a framework agreement pursuant to which contracts may be made (together the "**Contract**") for the carrying out of [] at [] made between (1) the Company and (2) the Supplier.
- (B) The Guarantor has agreed to guarantee to the Company the due and punctual performance of the Contract by the Supplier in the manner hereinafter appearing.
- (C) The Supplier is a party to this Guarantee in order to confirm its request that the Guarantor provide this Guarantee on the terms set out herein.

NOW IT IS HEREBY AGREED as follows:

- 1. The Guarantor unconditionally guarantees to the Company the proper and punctual performance and observance by the Supplier of all its obligations, warranties, duties, undertakings and responsibilities under the Contract and shall forthwith make good any default thereunder on the part of the Supplier and the Guarantor shall pay or be responsible for the payment by the Supplier to the Company of all sums of money, liabilities, awards, losses, damages,

costs, charges and expenses that may be or become due and payable under or arising out of the Contract in accordance with its terms or otherwise by reason or in consequence of any such default on the part of the Supplier.

2. This Guarantee shall be a continuing guarantee and indemnity and accordingly shall remain in full force and effect until all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed or observed by the Supplier under or arising out of the Contract have been duly and completely performed and observed in full.
3. The Guarantee is in addition to and not in substitution for any other security or warranty which the Company may at any time hold for the performance of any obligations, warranties, duties and undertakings under the Contract and may be enforced by the Company without first taking any proceedings or exhausting any right or remedy against the Supplier or any other person or taking any action to enforce any other security, bond or guarantee.
4. The Guarantor shall be under no greater obligation or greater liability under this Guarantee than it would have been under the Contract if it had been named as the Supplier in the Contract.
5. The obligations and liabilities hereunder shall remain in full force and effect and shall not be affected, lessened, impaired or discharged by:
 - (a) any alteration or variation to the terms of the Contract;
 - (b) any alteration in the extent or nature or sequence or method or timing or scope of the works, services or supplies to be carried out under the Contract;
 - (c) any extension of time being given to the Supplier or any other indulgence or concession to the Supplier or any forbearance, forgiveness or any other thing done, omitted or neglected to be done under the Contract;
 - (d) any other bond, security or guarantee now or hereafter held for all or any part of the obligations of the Supplier under the Contract;

- (e) the release, modification, exchange or waiver of any such bond, security or guarantee;
 - (f) any amalgamation or reconstruction or dissolution including liquidation of the Supplier;
 - (g) the making of a winding up order, the appointment of a provisional liquidator, the passing of a resolution for winding up, liquidation, administration, receivership or insolvency of the Supplier;
 - (h) any legal limitation, disability or incapacity relating to the Supplier (whether or not known to you);
 - (i) any invalidity in, irregularity affecting or unenforceability of the obligations of the Supplier under the Contract;
 - (j) the termination of the Contract; or
 - (k) anything the Company or the Supplier may do or omit or neglect to do including, but without limitation, the assertion of or failure or delay to assert any right or remedy of the Company or the pursuit of any right or remedy by the Company.
6. Until all amounts which may be or become payable and all liabilities, obligations, warranties, duties and undertakings in respect of the Supplier's obligations have been irrevocably paid, performed or discharged in full, the Guarantor shall not, after a claim has been made or by virtue of any payment, performance or discharge by it under this Guarantee:
- (a) be subrogated to any rights, security or moneys held, received or receivable by the Company or be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Guarantor's liability under this Guarantee;
 - (b) claim, rank, prove or vote as a creditor of the Supplier or its estate in competition with the Company unless the Company so directs; or

- (c) receive, claim or have the benefit of any payment distribution or security from or on account of the Supplier, or exercise any right of set-off against the Supplier unless the Company so directs.
- 7. This Guarantee is irrevocable.
- 8. The benefit of this Guarantee may be assigned by the Company at any time to any assignee of the benefit of the whole of the Contract. No further or other assignments shall be permitted.
- 9. The Guarantor:
 - (a) gives the guarantee contained in this Guarantee as principal obligor and not merely as surety;
 - (b) agrees to indemnify the Company on written demand against any loss or liability suffered by it if any provision set out in the Contract guaranteed by the Guarantor becomes unenforceable, invalid or illegal, and
 - (c) waives any right it may have of first requiring the Company to proceed against, or enforce any other rights or security or claim payment from, any person before claiming from the Guarantor under this Guarantee.
- 10. Until all amounts which may be or become payable in respect of the Supplier's obligations have been irrevocably paid in full by the Guarantor, the Company may:
 - (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Company in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same; and
 - (b) hold in a suspense account any moneys received from the Supplier on account of these Supplier's obligations or on account of the Guarantor's liability under this Guarantee.

11. The Company is entitled to make any number of demands under this Guarantee.
12. The invalidity, illegality or unenforceability in whole of or in part of any provisions of this Guarantee shall not affect the validity, legality and enforceability of the remaining part or provisions of this Guarantee.
13. This Guarantee may be executed in any number of counterparts each of which shall be an original and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
14. No person other than TfL (as such term is defined in the Contract) and its subsidiaries (as defined in section 1159 of the Companies Act 2006) shall have any right to claim or remedy under or pursuant to this Guarantee and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.
15. This Guarantee, executed and delivered as a deed, shall be governed by and interpreted according to the laws of England and the Courts of England shall have exclusive jurisdiction save that the Company shall have the right to bring proceedings in the courts of any other jurisdiction in which any of the Guarantor's assets may be situated.
16. *[For non-UK resident Guarantors only:*

*For the purposes of this Guarantee the Guarantor hereby appoints
of [to be a London address] to accept service of process on its behalf,
and service on the said at the said address shall be deemed to be
good service on the Guarantor; and the Guarantor hereby irrevocably agrees
not to revoke or terminate such appointment.]*

Executed as a deed by the parties and delivered on the date of this Guarantee.

Executed as a Deed by [GUARANTOR])
acting by)
.....
[Authorised Signatory]

and)
.....
[Authorised Signatory]

Executed as a deed by affixing the Common Seal of)
[COMPANY])
in the presence of:-)
.....
[Authorised Signatory]

Executed as a Deed by [SUPPLIER])
acting by)
.....
[Authorised Signatory]

and)
.....

[Authorised Signatory]

FORM OF ON DEMAND PERFORMANCE BOND WITH ANNEX 1**BOND**

(Letterhead of Guarantor)

To: [Company name] (its successors in title and assigns)

Contract Bond No. []

1. Whereas our clients [] (the "**Supplier**") have entered into a contract with you dated [] (the "**Contract**") in respect of [], we [] (the "**Guarantor**", which term shall include our successors in title and assigns) hereby irrevocably undertake as a primary obligation upon first demand in writing made by you upon us from time to time or at any time to pay to you on each occasion the sum demanded by you within five (5) banking days upon service of your demand.

PROVIDED THAT:

2. This Bond shall come into force on the date hereof.
3. Any demand hereunder shall be substantially in the form of Annex 1 to this Bond, and as between you and us the facts set out in that demand shall be: (a) deemed to be true and (b) accepted by us as conclusive evidence for the purposes of this Bond that the amount claimed in the demand is due and payable to you hereunder, it being our intention that the event upon which payment must be made hereunder is the service of your demand without any rights on our part to raise any objections, irrespective of the validity or the effectiveness of the Contract and the obligations arising thereunder and irrespective of the underlying facts or their significance under the Contract.
4. All sums payable under this Bond shall be paid in pounds sterling to such bank account as may be specified in your demand in immediately available funds, free of any restriction or condition and free and clear of and without any deduction or withholding whether for or on account of tax, by way of set-off, or otherwise, except to the extent required by law.
5. For the purpose of this paragraph 5, the expression "Expiry Date" means []. Our liability hereunder shall be limited as follows:

- (a) we shall have no liability in respect of any demand received after the Expiry Date; and
 - (b) in respect of a demand or demands received on or before the Expiry Date, our liability shall not exceed the aggregate sum of £[].
6. Our obligations hereunder shall remain in full force and effect and shall not in any way be affected, reduced or discharged by:
- (a) any alteration to the terms of the Contract made by agreement between you and the Supplier; and/or
 - (b) any defence, counterclaim, set-off or other deduction available to the Supplier under the Contract; and/or
 - (c) any alteration in the extent or nature or sequence or method or timing of the works/services to be carried out under the Contract; and/or
 - (d) any time being given to the Supplier or any other indulgence or concession to the Supplier or any forbearance, forgiveness or any other thing done, omitted or neglected to be done under the Contract; and/or
 - (e) any other bond, security or guarantee now or hereafter held by you for all or any part of the obligations of the Supplier under the Contract; and/or
 - (f) the release or waiver of any such other bond, security or guarantee; and/or
 - (g) any amalgamation or reconstruction or dissolution including liquidation or change in control or constitution of the Supplier; and/or
 - (h) the termination of the Contract; and/or
 - (i) any other event which might operate to discharge a guarantor at law or in equity.
7. Terms defined in the Contract and not otherwise defined herein shall have the same meaning in this Bond unless inconsistent with the context.
8. This Bond shall be governed by, and interpreted according to, the laws of England and the Courts of England shall have exclusive jurisdiction in relation to

any claim, dispute or difference concerning this Bond and any matter arising from it save that you shall have the right to bring proceedings in the Courts of any other jurisdiction in which any of our assets may be situated.

9. This Bond may be assigned or transferred without our prior consent to any member of the TfL Group. Any other assignment or transfer of this Bond by either party shall require the consent of the other party, such consent not to be unreasonably withheld or delayed.
10. This Bond may not be amended, varied or supplemented in any manner whatsoever without your prior written consent, other than in accordance with its express terms.
11. Each of the provisions of this Bond is severable and distinct from the others, and if at any time any such provision is or becomes ineffective, inoperable, invalid or unenforceable it shall be severed and deemed to be deleted from this Bond, and in such event the remaining provisions of this bond shall continue to have full force and effect.
12. All bank charges and other fees payable in relation to or in connection with this bond are for the account of the [Manufacturer] and you shall have no liability or responsibility therefor.
13. Except to the extent it is inconsistent with the express terms of this Bond, this Bond is subject to the ICC Uniform Rules for Demand Guarantees, 2010 revision, ICC Publication No. 758.

Executed as a deed by the parties and delivered on the date of this Bond

Executed as a Deed by [GUARANTOR])

acting by)

.....

[Authorised Signatory]

and)

.....

[Authorised Signatory]

Executed as a deed by affixing the Common Seal of)

[COMPANY])

in the presence of:-)

.....

[Authorised Signatory]

ANNEX 1**Form of Demand from the Company to the Guarantor**

Dear Sirs

[Contract Title]

Contract No: [] (the "Contract")

We refer to the Bond given by you to us dated [].

An event has occurred of the type described in Clause [] of the Contract.

We hereby demand payment from you of the sum of £[] under the Bond. Please make payment by CHAPS made payable to [Company name / bank account details].

Yours faithfully

.....

[Company name]

5 Endeavour Square

London

E20 1JN

SCHEDULE 8

Not used

SCHEDULE 9
Performance Measurement

Schedule 9
Performance Measurement

1. Definitions

For the purposes of this Schedule 9 (Performance Measurement), the following expressions shall have the following meanings:

"Abatement" means the amount deducted from the Management Fee due to the Supplier under this Contract, as calculated in accordance with Appendix 2 (Payment Adjustment) to this Schedule 9 (Performance Measurement), and **"Abated"** shall be construed accordingly.

"Escalation Procedure" means the procedure set out in paragraph 8 of this Schedule 9 (Performance Measurement).

"Graded" shall mean marked in accordance with the relevant performance criteria set out for each KPI in Appendix 1 (Key Performance Indicators) to this Schedule 9 (Performance Measurement) and agreed or determined pursuant to paragraph 5.2 of this Schedule 9 (Performance Measurement).

"KPI Report" shall have the meaning given in paragraph 4.1 of this Schedule 9 (Performance Measurement).

"KPIs" means the key performance indicators as detailed in Appendix 1 (Key Performance Indicators) to this Schedule 9 (Performance Measurement) and **"KPI"** means any one of them.

"Level 1 Non-Conformance" shall mean any of the following:

- (A) a failure by the Supplier to co-operate with the Company in connection with the preparation of a KPI Report in accordance with paragraph 4.1 of this Schedule 9 (Performance Measurement); or
- (B) a KPI is Graded as 'Amber' in any two (2) consecutive Periods;
- (C) a KPI is Graded as 'Red' in any Period; or

- (D) any breach by the Supplier of any term of the Contract where the Company determines (in its absolute discretion) that such breach shall be treated as a Level 1 Non-Conformance.

"Level 1 Non-Conformance Report" shall have the meaning given in paragraph 8.4.1 of this Schedule 9 (Performance Measurement).

"Level 1 Rectification Period" shall have the meaning given in paragraph 8.4.1(C) of this Schedule 9 (Performance Measurement).

"Level 1 Required Action" shall have the meaning given in paragraph 8.4.1(B) of this Schedule 9 (Performance Measurement).

"Level 2 Non-Conformance" shall mean any of the following:

- (A) the Company determines (in its absolute discretion) that a Level 1 Non-Conformance should be treated as a Level 2 Non-Conformance, for any reason, including failure of the Supplier's Representative and the Company's Representative to agree any or all of the Level 1 Required Action, the Level 1 Rectification Period and whether the Level 1 Required Action has been completed within the Level 1 Rectification Period;
- (B) the Supplier fails to notify the Company of the occurrence of a Level 1 Non-Conformance prior to the Company notifying the same to the Supplier (provided that the Company shall be entitled, having regard to the gravity of the Non-Conformance, to treat it as a Level 3 Non-Conformance rather than a Level 2 Non-Conformance);
- (C) the Supplier fails to make available to the Company a Level 1 Non-Conformance Report within five (5) Working Days of service by the Company of the notice referred to in paragraph 8.4.1 of this Schedule 9 (Performance Measurement);
- (D) the Supplier fails in the Company's opinion to undertake the Level 1 Required Action and/or rectify the Level 1 Non-Conformance within the Level 1 Rectification Period;
- (E) within one (1) Period of the end of a Level 1 Rectification Period, the KPI concerned is Graded 'Amber' or 'Red';

- (F) a KPI that is currently subject to a Level 1 Rectification Period is Graded 'Amber' or 'Red';
- (G) failure to meet the requirements of Schedule 5 (Health, Safety, Quality and Environmental Requirements);
- (H) failure to provide the Baseline Shift Requirement in accordance with Schedule 14 (Project Processes);
- (I) the circumstances specified in paragraph 5.3 of Part B (Additional Services) of Schedule 4 (Contract Variation Procedure and Additional Services);
- (J) the circumstances specified in Clause 27.5(b); or
- (K) the circumstances specified in paragraph 6.4 of the Specification.

"Level 2 Non-Conformance Report" shall have the meaning given in paragraph 8.5.1 of this Schedule 9 (Performance Measurement).

"Level 2 Rectification Period" shall have the meaning given in paragraph 8.5.1(C) of this Schedule 9 (Performance Measurement).

"Level 2 Required Action" shall have the meaning given in paragraph 8.5.1(B) of this Schedule 9 (Performance Measurement).

"Level 3 Non-Conformance" shall mean any of the following:

- (A) the Company determines (in its absolute discretion) that a Level 2 Non-Conformance should be treated as a Level 3 Non-Conformance for any reason, including the gravity of the Non-Conformance or the failure of the Core Group to agree any or all of the Level 2 Required Action, the Level 2 Rectification Period and whether the Level 2 Required Action has been completed within the Level 2 Rectification Period;
- (B) the Supplier fails to make available to the Company a Level 2 Non-Conformance Report within five (5) Working Days of service by the Company of the notice referred to in paragraph 8.5.1;
- (C) the Supplier fails in the Company's opinion to undertake the Level 2 Required Action and/or rectify the Level 2 Non-Conformance within the Level 2 Rectification Period;

- (D) within one (1) Period of the end of a Level 2 Rectification Period the KPI concerned is Graded 'Amber' or 'Red'; or
- (E) a KPI that is currently subject to a Level 2 Rectification Period is Graded 'Amber' or 'Red'.

"Level 3 Non-Conformance Report" shall have the meaning given in paragraph 8.6.2(A) of this Schedule 9 (Performance Measurement).

"Level 3 Rectification Period" shall have the meaning given in paragraph 8.6.2(B) of this Schedule 9 (Performance Measurement).

"Level 3 Required Action" shall have the meaning given in paragraph 8.6.2(A) of this Schedule 9 (Performance Measurement).

"Level 4 Non-Conformance" shall mean any of the following:

- (A) the Company determines (in its absolute discretion) that a Level 3 Non-Conformance should be treated as a Level 4 Non-Conformance, for any reason, including the gravity of the Non-Conformance or the failure of the Core Group (or Senior Representatives or the Company's Senior Representative as specified in paragraph 2.4(c) of Schedule 13 (Contract Management)) to agree or determine any or all of the Level 3 Required Action, the Level 3 Rectification Period and whether the Level 3 Required Action has been completed within the Level 3 Rectification Period;
- (B) the Supplier fails to make available to the Company a Level 3 Non-Conformance Report by the deadline notified under paragraph 8.6.2;
- (C) the Supplier fails in the Company's opinion to undertake the Level 3 Required Action and/or rectify the Level 3 Non-Conformance within the Level 3 Rectification Period;
- (D) within one (1) Period of the end of a Level 3 Rectification Period the KPI concerned is Graded 'Amber' or 'Red'; or
- (E) a KPI that is currently subject to a Level 3 Rectification Period is Graded 'Amber' or 'Red'.

"Non-Conformance" shall mean any of a Level 1 Non-Conformance, a Level 2 Non-Conformance, a Level 3 Non-Conformance, or a Level 4 Non-Conformance.

"PMM" shall have the meaning given in paragraph 2.1 of this Schedule 9 (Performance Measurement).

"Senior Management Group" shall mean the Company's Board of Directors.

2. Overview

2.1. This Schedule 9 (Performance Measurement) details the performance measurement mechanism ("**PMM**") applicable to the Services.

2.2. The PMM incorporates:

- (A) the measurement, grading, and reporting of KPIs;
- (B) non-financial remedies for the Company in respect of failure to meet KPIs; and
- (C) financial adjustments in respect of performance against KPIs.

3. KPIs

3.1. KPIs measure:

- (A) safety;
- (B) resource availability;
- (C) quality management;
- (D) training and competency management;
- (E) productivity; and
- (F) reporting and record keeping.

3.2. Details of the KPIs, their application to the Services and their method of measurement are provided in Appendix 1 (Key Performance Indicators) to this Schedule 9 (Performance Measurement).

4. Measurement, grading, and reporting of KPIs

- 4.1. Within five (5) Working Days of the start of a Period, the Company will prepare a report on performance against each of the KPIs applicable to the stage of the Services for the preceding Period (a "**KPI Report**").
- 4.2. In each KPI Report, for each applicable KPI, the Company must indicate whether performance measured in the Period concerned is Graded 'Red', 'Amber' or 'Green'. The Company shall show in each KPI Report the way in which it has applied the criteria for each applicable KPI, which shall be compliant with the method of calculation or determination in Appendix 1 (Key Performance Indicators) to this Schedule 9 (Performance Measurement).
- 4.3. The Supplier shall co-operate with the Company in relation to the preparation of KPI Reports and shall provide, within forty eight (48) hours of the Company's request, any underlying data in the Supplier's possession relating to any KPI Report required by the Company (whether or not such report has been discussed at a Core Group meeting).

5. Assessment of performance against KPIs

- 5.1. KPI performance shall be reported on and reviewed at each Core Group meeting. The Parties shall review KPI Reports with the aim of agreeing performance against each of the applicable KPIs.
- 5.2. The Core Group (or Senior Representatives or the Company's Senior Representative, as specified in Schedule 13 (Contract Management)) must agree or determine performance against KPIs in accordance with the procedures of the Core Group set out in paragraph 2.4 of Schedule 13 (Contract Management).

6. Non-financial remedies in respect of failure to meet KPIs

Where a KPI is Graded 'Amber' or 'Red' in any Period this shall constitute a Non-Conformance and the Company shall invoke the Escalation Procedure.

7. Abatements in respect of performance against KPIs

The Management Fee is subject to Abatement in accordance with Appendix 2 (Payment Adjustment) of this Schedule 9 (Performance Measurement).

8. Escalation Procedure

- 8.1. The purpose of the Escalation Procedure set out in this paragraph 8 is to provide a structured framework within which the Parties can resolve any Non-Conformance.
- 8.2. The following table summarises the Escalation Procedure. If and to the extent that there is a conflict between the text of this Schedule 9 (Performance Measurement) and Table 1 (Summary of Escalation Procedure), the text of Schedule 9 (Performance Measurement) shall prevail. It is possible for a number of Non-Conformances to be in process at any one time.

Table 1 – Summary of Escalation Procedure

NON-CONFORMANCE LEVEL	ACTION	REVIEW BY	RESULT
Level 1 Non-Conformance	Level 1 Non-Conformance Report required specifying Level 1 Required Action and Level 1 Rectification Period.	Supplier's Representative and Company's Representative	<i>Satisfactory</i> - Non-Conformance resolved <i>Unsatisfactory</i> - Non-Conformance escalated to be a Level 2 Non-Conformance
Level 2 Non-Conformance	Level 2 Non-Conformance Report required specifying Level 2 Required Action and Level 2 Rectification Period.	Core Group	<i>Satisfactory</i> - Non-Conformance resolved <i>Unsatisfactory</i> - Non-Conformance escalated to be a Level 3 Non-Conformance

NON- CONFORMANCE LEVEL	ACTION	REVIEW BY	RESULT
Level 3 Non-Conformance	Level 3 Non-Conformance Report required specifying Level 3 Required Action and Level 3 Rectification Period.	Core Group (with escalation to Senior Representatives and ultimately to the Company's Senior Representative pursuant to paragraph 2.4(c) of Schedule 13 (Contract Management) if not agreed)	<i>Satisfactory</i> - Non-Conformance resolved <i>Unsatisfactory</i> - Non-Conformance escalated to be a Level 4 Non-Conformance
Level 4 Non-Conformance	Suspension, or termination	The Company's Senior Management Group	Contract suspension or termination

8.3. The Parties acknowledge that the Escalation Procedure does not preclude attempts to resolve issues to the mutual satisfaction of the Parties and is without prejudice to the dispute resolution procedure in Schedule 17 (Dispute Resolution Procedure). Issues should be presented to the Company's Representative and the Supplier's Representative for review and possible resolution at the earliest opportunity.

8.4. **Level 1**

8.4.1. Any Level 1 Non-Conformance will be recorded by the Company, and it shall submit a notice to the Supplier giving details of the Non-Conformance. The Supplier shall within

five (5) Working Days of service of such notice, prepare and submit to the Company a report regarding the Non-Conformance (a "**Level 1 Non-Conformance Report**"). Such report shall contain:

- (A) the date(s) and details of the Level 1 Non-Conformance;
- (B) suggested steps to be taken by the Supplier to ensure that (i) performance will improve to meet the requirements of the Contract and (ii) there will be no repetition of such Level 1 Non-Conformance, being (following agreement or determination pursuant to paragraph 8.4.2) the "**Level 1 Required Action**"; and
- (C) the time within which such Level 1 Required Action is to be completed (which shall be a reasonable period being no longer than twenty (20) Working Days from the date of submission of the Level 1 Non-Conformance Report, unless the Company agrees otherwise in writing), being (following agreement or determination pursuant to paragraph 8.4.2) the "**Level 1 Rectification Period**".

8.4.2. The Supplier's Representative and the Company's Representative shall use all reasonable endeavours to agree, as soon as reasonably practicable following receipt of the Level 1 Non-Conformance Report, the Level 1 Rectification Period and the Level 1 Required Action (provided that in the event that the Supplier and the Company fail to agree the Level 1 Rectification Period and the Level 1 Required Action within five (5) Working Days of receipt of the Level 1 Non-Conformance Report, the Company shall be entitled to determine the Level 1 Rectification Period and the Level 1 Required Action).

8.4.3. The Company shall, as soon as reasonably practicable following the end of the Level 1 Rectification Period, determine (in its absolute discretion) whether the Level 1 Required Action has been completed within the Level 1 Rectification Period.

8.4.4. If it is determined, in accordance with paragraph 8.4.3, that the Level 1 Required Action has been completed within the Level 1 Rectification Period, then the Non-Conformance will be recorded as resolved.

8.4.5. All Level 1 Non-Conformances (whether resolved or not) shall be reviewed jointly every Period by the Company's Representative and the Supplier's Representative, at the Period Progress Report Meeting held in accordance with Schedule 13 (Contract

Management), with the aim of ensuring that reoccurrence is (where possible) prevented.

8.5. Level 2

8.5.1. Where a Level 2 Non-Conformance occurs, the Company shall submit a notice to the Supplier giving details of the Non-Conformance. The Supplier shall within five (5) Working Days of service of such notice prepare and submit to the Company a report regarding the Non-Conformance (the "**Level 2 Non-Conformance Report**"). Such report shall contain:

- (A) the date and details of the Level 2 Non-Conformance;
- (B) suggested steps to be taken by the Supplier to ensure that (i) performance will improve to meet the requirements of the Contract and (ii) there will be no repetition of such Level 2 Non-Conformance, being (following agreement or determination pursuant to paragraph 8.5.2) the "**Level 2 Required Action**"; and
- (C) the time within which such Level 2 Required Action is to be completed (which shall be a reasonable period being no longer than twenty (20) Working Days from the date of submission of the Level 2 Non-Conformance Report, unless the Company agrees otherwise in writing), being (following agreement or determination pursuant to paragraph 8.5.2) the "**Level 2 Rectification Period**".

8.5.2. The Core Group shall use all reasonable endeavours to agree, as soon as reasonably practicable following receipt of the Level 2 Non-Conformance Report, the Level 2 Rectification Period and the Level 2 Required Action (provided that in the event that the Core Group fails to agree the Level 2 Rectification Period and the Level 2 Required Action within five (5) Working Days of receipt of the Level 2 Non-Conformance Report, the matter shall be referred to the Senior Representatives and ultimately to the Company's Senior Representative pursuant to paragraph 2.4(c) of Schedule 13 (Contract Management), for determination of the Level 2 Rectification Period and the Level 2 Required Action).

8.5.3. The Company shall, as soon as reasonably practicable following the end of the Level 2 Rectification Period, determine (in its absolute discretion) whether the Level 2 Required Action has been completed within the Level 2 Rectification Period.

8.5.4. If it is determined, in accordance with paragraph 8.5.3, that the Level 2 Required Action has been completed within the Level 2 Rectification Period, then the Non-Conformance will be recorded as resolved.

8.5.5. All Level 2 Non-Conformances (whether resolved or not) shall be reviewed at the Core Group meeting held in accordance with Schedule 13 (Contract Management) with the aim of ensuring reoccurrence is (where possible) prevented.

8.6. **Level 3**

8.6.1. Where a Level 3 Non-Conformance occurs, the Company shall submit a notice to the Supplier giving details of the Non-Conformance.

8.6.2. The notice referred to in paragraph 8.6.1 shall set out:

- (A) the deadline by which it requires the Supplier to submit to the Company a report (a “**Level 3 Non-Conformance Report**”) setting out the steps which the Supplier has taken, or will take, to ensure that (i) performance will improve to meet the requirements of the Contract and (ii) there will be no repetition of such Level 3 Non-Conformance (being, following agreement or determination in accordance with paragraph 8.6.3, the “**Level 3 Required Action**”); and
- (B) the period (which shall be a reasonable period, being no longer than twenty (20) Working Days from the required date of submission of the Level 3 Non-Conformance Report, unless the Company agrees otherwise in writing) within which the Supplier is obliged to complete the Level 3 Required Action (being, following agreement or determination in accordance with paragraph 8.6.3, the “**Level 3 Rectification Period**”).

8.6.3. The Core Group shall use all reasonable endeavours to agree, as soon as reasonably practicable following receipt of the Level 3 Non Conformance Report, the Level 3 Rectification Period and the Level 3 Required Action (provided that in the event that the Core Group fails to agree the Level 3 Rectification Period and the Level 3 Required Action within five (5) Working Days of receipt of the Level 3 Non-Conformance Report, the matter shall be referred to the Senior Representatives and ultimately the Company’s Senior Representative pursuant to paragraph 2.4(c) of Schedule 13 (Contract Management), for determination of the Level 3 Rectification Period and the Level 3 Required Action).

8.6.4. The Company shall, as soon as reasonably practicable following the end of the Level 3 Rectification Period, determine (in its absolute discretion) whether the Level 3 Required Action has been completed within the Level 3 Rectification Period.

8.6.5. If it is determined, in accordance with paragraph 8.6.3, that the Level 3 Required Action has been completed within the Level 3 Rectification Period, then the Non-Conformance will be recorded as resolved.

8.6.6. All Level 3 Non-Conformances shall be reviewed at each Core Group meeting held in accordance with Schedule 13 (Contract Management).

8.7. **Level 4**

8.7.1. Without prejudice to any other rights or remedies of the Company (including pursuant to Clause 16), when a Level 4 Non-Conformance occurs, the Company is entitled to:

- (A) suspend performance of the Contract, and the Supplier shall be liable for and indemnify the Company, including any of its employees, servants, agents, sub-contractors, directors and officers and members of the TfL Group, and shall keep them indemnified on an after tax basis against all Losses suffered or incurred by the Company, any of its employees, servants, agents, sub-contractors, directors and officers or any relevant member of the TfL Group, as a result of or in connection with such suspension (including the costs of using an alternative supplier); or
- (B) terminate the contract in whole or in part in accordance with Clause 30.1(a) or (g).

8.8. **Abatements**

This paragraph 8 is without prejudice to the Company's right to levy Abatement(s) in accordance with Appendix 2 (Payment Adjustment) to this Schedule 9 (Performance Measurement).

SCHEDULE 9 - APPENDIX 1: (KEY PERFORMANCE INDICATORS)

Ref	Assessment Area	Title and purpose	Measure	Frequency	Performance Criteria		
					Unsatisfactory	Below Requirements	Meets Requirements
					(Red)	(Amber)	(Green)
KPI 1	Safety	<u>Title</u> Compliance with Safety rules and requirements <u>Purpose</u> To measure the extent to which Supplier Personnel are compliant with the requirements of the Rule Books and the Supplier's health and safety obligations set out in Schedule 5 (Health, Safety, Quality and Environmental Requirements)	<u>Measure</u> Non-Compliances attributed to Supplier Personnel in connection with the delivery of the Services. "Non-Compliance" means any behaviour which is: - Contrary to the Rule Books; - Contrary to the requirements of Schedule 5 (Health, Safety, Quality and Environmental Requirements). <u>Measurement Rule</u> The Company will provide details of any Non-Compliance it identifies, attributed to Supplier Personnel, to the Supplier, in connection with the delivery of the Services. The Supplier will provide details of any Non-Compliance it identifies, attributed to Supplier Personnel, to the Company, in connection with the delivery of the Services. <u>Data Source</u> Non-Compliances may be reported to the Company, or to the Supplier, by any person who becomes aware of such Non-Compliance. This will include Non-Compliances identified during regular safety critical inspections and audits carried out by the Supplier and by the Company.	Each Period	8 or more Non-Compliances in the Period	6 or more Non-Compliances in the Period	4 or less Non-Compliances in the Period

KPI 2	Safety	<u>Title</u> Frequency of High Potential Incidents <u>Purpose</u> To measure the frequency that Supplier Personnel are attributed with being the cause of a High Potential Incident.	<u>Measure</u> High Potential Incidents attributed to Supplier Personnel in connection with the delivery of the Services. "High Potential Incident" means any incident, logged in the Company's Incident Reporting Form, with the "High Potential" box ticked. <u>Measurement Rule</u> The Company will provide details of any High Potential Incident it identifies, attributed to Supplier Personnel, to the Supplier, in connection with the delivery of the Services. The Supplier will provide details of any High Potential Incident it identifies, attributed to Supplier Personnel, to the Company, in connection with the delivery of the Services. <u>Data Source</u> High Potential Incidents may be reported to the Company, or to the Supplier, by any person who becomes aware of such an incident. Note this KPI is assessed as either 'Red' or 'Green' there are no criteria that result in an 'Amber' assessment.	Each Period	1 or more High Potential Incidents in the Period	No criteria for Amber	No High Potential Incidents in the Period
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KPI 3	Resourcing	<u>Title</u> Resource availability <u>Purpose</u> To measure the Supplier's ability to reliably mobilise Supplier Personnel each Shift and limit the number of shifts not covered.	<u>Measure</u> The percentage of Baseline Shift Requirement Shift and Non-Baseline Shift Requirement Shift requests sent to the Supplier at least forty eight (48) hours prior to the scheduled start time of the relevant Shift, which are not resourced by the Supplier. Resource availability KPI = $\frac{\text{Actual Shifts}}{\text{Planned Shifts}}$ <u>Measurement Rule</u> The Supplier shall, in support of each Payment Application, provide: i) full details of the total number of Shifts worked by all Supplier Personnel included in the Payment Application pursuant to Schedule 2 (Payment) and paragraph 5 of Schedule 14 (Project Processes) (and for the avoidance of doubt such total shall exclude Supplier Personnel who are performing Management Services and whose costs are therefore recovered through the Baseline Management Fee or the Non-Baseline Management Fee) (the "Actual Shifts"); and ii) a statement of comparison of the Actual Shifts to that planned to be worked as detailed in the Baseline Shift Requirement (as may be amended in accordance with the terms of the Contract) and the Non-Baseline Shift Requirement confirmed with at least forty eight (48) hours' notice (the "Planned Shifts"). <u>Data Source</u> The Baseline Shift Requirement and Non-Baseline Shift Requirement, the Attendance Report provided in accordance with paragraph 4.1 of Schedule 14 (Project Processes) and the Weekly Shift Reports provided in accordance with paragraph 4.2 of Schedule 14 (Project Processes).	Each Period	Less than or equal to 0.95	Between 0.95 and 0.98	Greater than or equal 0.98
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KPI 4	Quality	<u>Title</u> Timekeeping <u>Purpose</u> To measure compliance of Supplier personnel with booked Meeting Times	<u>Definitions</u> "Meeting Time", "Meeting Point" and "Job Detail Sheet" shall have the meanings given to them in the Rule Books. <u>Measure</u> Percentage of Supplier Personnel registering their site arrival more than ten (10) minutes after the requested Meeting Time. Time Keeping KPI = $\frac{\text{Adjusted Late Arrival Shifts}}{\text{Total Shifts}}$ <u>Measurement Rule</u> Supplier Personnel make a "booking on" phone call, to confirm that they are "on site" (i.e. at their Meeting Point and at the Meeting Time as specified on their Job Detail Sheet. This will be recorded as the site arrival time in the Company's Operations Group Management System (OGMS). All site arrival times more than ten (10) minutes later than the booked Meeting Time will be recorded (the "Late Arrival Shifts"). The number of Late Arrivals Shifts is adjusted for the situation where Supplier Personnel are required by the Company to attend a briefing prior to travelling to the Worksite and the end time of such briefing does not allow adequate journey time for the impacted member of Supplier Personnel to travel to the Worksite by the booked Meeting Time. In this situation the booked Meeting Time is adjusted by the adequate journey time allowance to reach the Worksite which is for: i) zone 1 locations 25mins; ii) zone 2-3 locations 40mins; iii) zone 4-6 locations 55mins; and iv) zone 7-9 locations 70mins. The total of Late Arrival Shifts so adjusted (the "Adjusted Late Arrival Shifts") is expressed as a coefficient of the Actual Shifts (as defined at KPI 3 above) worked in the Period (the "Total Shifts"). <u>Data Source</u> OGMS and the Supplier's Payment Application.	Each Period	Greater than or equal to 0.05	Between 0.02 and 0.05	Less than or equal to 0.02
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KPI 5	Competency	<u>Title</u> Timely upate of Skills Matrix <u>Purpose</u> To ensure that Supplier Personnel records for competencies, licences, training and certification are updated in accordance with the requirements of the Contract.	<u>Measure</u> The number of instances where the Skills Matrix is not forwarded to the Company each Period in accordance with the requirements of paragraph 8.2.2(E)(vi) of Schedule 3 (Specification). <u>Measurement Rule</u> The Supplier shall email the updated Skills Matrix to the email address(es) specified by the Company in accordance with the requirements of paragraph 8.2.2(E)(vi) of Schedule 3 (Specification). For the purposes of this KPI, a Skills Matrix update received more than one (1) Working Day late will count as not having been provided. The Supplier will retain auditable trail of emailed matrices. The Company will acknowledge receipt of Skills Matrix by reply email. Note this KPI is assessed as either 'Red' or 'Green' there are no criteria that result in an 'Amber' assessment. <u>Data Source</u> Email records For the purposes of this KPI 5, the term "Skills Matrix" shall have the meaning given to that term in paragraph 1.1 of Schedule 3 (Specification).	Daily	Updated Skills Matrix not provided	N/A	Updated Skills Matrix provided
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KPI 6	Productivity	<u>Title</u> Baseline Utilisation Factor <u>Purpose</u> To measure the Supplier's ability to minimise wastage of the Baseline Shift Requirement Shifts through effective resource management, and innovative practices such as multiskilling and licensing.	<u>Measure</u> The number of Supplier Personnel Shifts defined in the Baseline Shift Requirement which are not utilised in the delivery of the Services divided by the number of Supplier Personnel Shifts paid for by the Company pursuant to Schedule 2 (Payment) in respect of the Baseline Shift Requirement. <u>Measurement Rule</u> The Supplier shall record in the Attendance Report the Supplier Personnel Shifts worked in support of its Payment Application made in accordance with the provisions of Schedule 2 (Payment) pursuant to its Baseline Shift Requirement obligations, for the avoidance of doubt such total excludes Supplier Personnel who are performing Management Services and whose costs are therefore recovered through the Baseline Management Fee (the "Baseline Shifts"). The Supplier shall further identify the total number of Baseline Shifts that have not been utilised in the delivery of the Services (the "Non-Utilised Shifts") and calculate the Baseline Utilisation Factor as follows: Baseline Utilisation Factor = $\frac{\text{Total of Non-Utilised Shifts in the Period}}{\text{Total of Baseline Shifts in the Period}}$ <u>Data Source</u> The Supplier's Payment Applications, Attendance Reports provided in accordance with paragraph 4.1 of Schedule 14 (Project processes) and Weekly Shift Reports provided in accordance with paragraph 4.2 of Schedule 14 (Project Processes).	Each Period	Greater than or equal to 0.05	Between 0.05 and 0.02	Less than or equal to 0.02
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KPI 7	Social Value	<u>Title</u> Social Value Target <u>Purpose</u> Social Value Target Output percentage achieved as per Schedule 11 (<i>Social Value</i>)	<u>Definitions</u> “Actual Social Value Delivered (£)”, “Social Value Target Output (£)”, “Year”, “Relevant Data”, “London TOMs”, “Social Value” and “Social Value Portal” shall have the meanings given to them in Schedule 11 (<i>Social Value</i>). <u>Measure</u> The proportion of the Social Value Target Output that has been achieved for the relevant Year. <u>Measurement Rule</u> KPI 7 = $\frac{\text{Actual Social Value Delivered (£) for the relevant Year}}{\text{Social Value Target Output (£) for the relevant Year}} \times 100$ The Supplier shall comply with the relevant reporting and monitoring requirements set out in Schedule 11 (<i>Social Value</i>) and identified in the London TOMs including uploading Relevant Data to the Social Value Portal website, at least every three months, and shall ensure that all Relevant Data is available and accessible by the Company. Any data/evidence amendments requested by Social Value Portal will be actioned before the next quarterly Core Group review meeting with the Company. The Supplier shall pull the ‘Export to PDF’ progress report from the Social Value Portal website to be reviewed at each quarterly Core Group review meeting with the Company (as set out in Schedule 13 (Contract Management)). <u>Data Source</u> Social Value Portal.	Annually	Less than 55% not on track or achieved (a plan to deliver alternative Social Value to be agreed with the Company)	55%-80% on track against plan or achieved (a plan to deliver alternative Social Value to be agreed with the Company)	80%+ on track against plan or achieved
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SCHEDULE 9 - APPENDIX 2: (PAYMENT ADJUSTMENT)**1. General**

- 1.1. Payments due to the Supplier from the Company in respect of the Management Fee are subject to the Company's right to levy Abatements in accordance with paragraph 2 of this Appendix 2 (Payment Adjustment) in the circumstance that the Supplier's performance in respect of any one or more KPI (with the exception of KPI 7 Social Value) is Graded as 'Red' (unsatisfactory) in any Period.
- 1.2. An example Abatement calculation is provided (for illustrative purposes only) in paragraph 3 of this Appendix 2 (Payment Adjustment).

2. Method of calculation

- 2.1. The KPIs are assessed in accordance with Appendix 1 (Key Performance Indicators) to Schedule 9 (Performance Measurement).
- 2.2. The payment due to the Supplier in respect of the Management Fee is Abated based on the assessment made as follows:
 - 2.2.1. subject to paragraph 2.2.2 below, for each instance of a KPI (with the exception of KPI 7 Social Value) being Graded 'Red' in a Period, the Management Fee due to the Supplier for that Period shall be Abated by 10% of the Management Fee due; and
 - 2.2.2. the total Abatement in any one Period shall not exceed 50% of the Management Fee due for that Period.
- 2.3. The Company may deduct any Abatement due to the Company from any amount due to the Supplier in accordance with the provisions of Schedule 2 (Payment), whether or not such Abatement arose in respect of the same Period as the amount payable to the Supplier.

3. Example Management Fee Abatement Calculation *(for illustrative purposes only)*

		KPI
KPI 1	Compliance with Safety rules and requirements	Meets requirements
KPI 2	Frequency of High Potential Incidents	Below requirements
KPI 3	Resource availability	Unsatisfactory
KPI 4	Timekeeping	Meets requirements
KPI 5	Timely Update of Skills Matrix	Unsatisfactory
KPI 6	Baseline Utilisation Factor	Meets requirements
Number of KPIs assessed as 'meeting requirements'	3	
Number of KPIs assessed as 'below requirements'	1	
Number of KPIs assessed as 'unsatisfactory'	2	
The Supplier's Management Fee in the Period=		£30,000
Management Fee abatement =		£30,000 (Management Fee in the period) x 0.2 (20% Management Fee abatement) = £6000
Adjusted Management Fee in Period following Abatement =		£24,000

SCHEDULE 10

Not Used

SCHEDULE 11
Social Value

Schedule 11 – Social Value

1 Social Value

Social Value Delivery

- 1.1 The Company is partnering with **Social Value Portal Limited** (company registration number: 09197997) whose registered office is Tintagel House, 92 Albert Embankment, London, SE1 7TP (“**Social Value Portal**”) for the purpose of promoting and delivering demonstrable and measurable Social Value in the Services delivered by the Supplier.
- 1.2 Without prejudice to the other provisions in this Contract, this Schedule sets out the Supplier’s obligations to identify and deliver the agreed Social Value Target Output (£) for each Year throughout the Term.

Definitions

- 1.3 In this Schedule, the following terms shall have the corresponding meanings:

“Actual Social Value Delivered (£)”	means the monetary value equivalent of Social Value delivered by the Supplier through the Selected London TOMs in the relevant period, as determined by Social Value Portal in accordance with its catalogue of London TOMs, using the Relevant Data and evidence from the Supplier uploaded to and validated by Social Value Portal.
“Agreed Social Value Delivery Plan”	means the Supplier’s strategic social value delivery plan appended at Appendix 1 (as may be updated and amended in accordance with this Schedule 11 (<i>Social Value</i>)).
“Baseline Contract Price”	means, for any relevant period, the aggregate forecast Baseline Shift Requirement Cost and Baseline Management Fee that would be payable pursuant to Schedule 2 (<i>Payment</i>) if all Shifts are worked by Supplier Personnel in accordance with the applicable Baseline Shift Requirement for that period.

“London Themes Outcomes and Measures” or “London TOMs”	means the Social Value Portal catalogue of themes, outcomes, measures and guidance specific to London used to calculate the monetised benefits of the Social Value to be achieved by the Supplier in accordance with the provisions of this Schedule 11 (<i>Social Value</i>).
“Relevant Data”	means all the data and evidence required by the Company to enable the Company to determine the Actual Social Value Delivered (£) by the Supplier in accordance with the Agreed Social Value Delivery Plan.
“Selected London TOMs”	means the particular themes, outcomes and measures selected by the Supplier from the London TOMs for delivery of its Social Value Target Output (£), as identified in the Agreed Social Value Delivery Plan.
“Social Value”	means the economic, social and environmental well-being of the Greater London area or relevant stakeholders.
“Social Value Co-ordinator”	has the meaning set out in Paragraph 1.10 of this Schedule 11 (<i>Social Value</i>).
“Social Value Portal”	has the meaning set out in Paragraph 1.1 of this Schedule 11 (<i>Social Value</i>).
“Social Value Target Output (%)”	means 17.51%, being the percentage set out in the Agreed Social Value Delivery Plan, unless agreed otherwise by the Company in writing or reduced by the Company (in its absolute discretion) in accordance with paragraph 1.19.
“Social Value Target Output (£)”	means the monetary value equivalent of Social Value proposed to be delivered by the Supplier through the

Selected London TOMs identified in the Agreed Social Value Delivery Plan expressed as a pound value, as calculated for each Year by multiplying the Baseline Contract Price for that Year by the Social Value Target Output (%).

“Year” means a continuous twelve-month period starting on the Services Commencement Date and each anniversary of the Services Commencement Date.

Social Value Target Output

- 1.4 The Supplier has agreed to achieve the Social Value Target Output (£) for each Year in accordance with the Agreed Social Value Delivery Plan and the provisions of this Schedule 11 (*Social Value*).

Social Value Portal

- 1.5 Using the Selected London TOMs and based on the Relevant Data submitted by the Supplier, the Supplier shall procure that Social Value Portal will, at regular intervals throughout the Term of the Contract and on each anniversary of the Services Commencement Date, monitor and determine the Actual Social Value Delivered (£) by the Supplier and will identify whether the Social Value Target Output (£) has been or is likely to be achieved.
- 1.6 The Supplier is responsible for entering into arrangements directly with Social Value Portal, for the Term of the Contract, to monitor and determine the Social Value delivered by the Supplier and the progress towards achieving the Social Value Target Output (£). The Supplier shall be responsible for all costs and charges imposed by Social Value Portal.

Agreed Social Value Delivery Plan

- 1.7 The Supplier shall address the following areas in the Agreed Social Value Delivery Plan:
- (a) the agreed Social Value Target Output (%) for the Term of the Contract;
 - (b) the Social Value Target Output (£) for the relevant Year, based on the Baseline Contract Price for that Year;

- (c) the name of the Social Value Co-ordinator (person who will be responsible for delivery of the outputs in the Social Value offer);
- (d) details of how the Supplier will achieve the Social Value Target Output (£), including how this will be managed in the organisation and resources that will be deployed;
- (e) the Supplier's broad approach under each Selected London TOM, and an explanation of how the Supplier will make the best use of the opportunities created through performance of this Contract to contribute to the delivery of sustainable Social Value outcomes;
- (f) provide clear evidence of how the Supplier can identify, source, deliver and report on each Selected London TOM to meet the Social Value Target Output (£) committed through the Selected London TOMs;
- (g) the timeline for delivering the Social Value Target Output (£) for each Year across the Term of the Contract, including an annual breakdown with explicit reference to Social Value mobilisation;
- (h) internal processes in the event that the Supplier is failing to:
 - (i) comply with the Agreed Social Value Delivery Plan;
 - (ii) achieve the applicable Social Value Target Output (£); and/or
 - (iii) prepare a revised plan in accordance with paragraph 1.8 that is approved by the Company,

in each case including provision for the relevant issue to be escalated internally, addressed by the Supplier, communicated within contract management meetings and tracked in relation to delivery against KPI 7 (Social Value) in Schedule 9 (*Performance Management*);

- (i) proposals detailing how the Supplier will continuously improve its delivery of Social Value over the Term of the Contract;
- (j) processes for engagement and collaboration with the Company and relevant external stakeholders in the delivery of Social Value; and

- (k) proposals as to how the Supplier will engage with local voluntary, community and social enterprise (third sector and civil society) organisations in the delivery of the outputs in the Agreed Social Value Delivery Plan (if applicable).

1.8 Without limiting any other provision of this Contract, the Supplier shall:

- (a) comply with the provisions of the Agreed Social Value Delivery Plan; and
- (b) at no additional cost to the Company, review, amend and submit to the Company's Representative for approval, an updated Agreed Social Value Delivery Plan within ten (10) Working Days of the end of each Year, or at such other time as requested by the Company, to reflect:
 - (i) any changes to the nature of the Services;
 - (ii) any amendments proposed by the Company; and
 - (iii) any changes to relevant legislation.

1.9 The updated Agreed Social Value Delivery Plan agreed in accordance with paragraph 1.8 shall include the agreed Social Value Target Output (£) for the following Year, such amount to be calculated once the Company's Representative has issued the Baseline Shift Requirement for the following Year in accordance with paragraph 2.2 of Schedule 14 (*Project Processes*). The Parties acknowledge and agree that the Social Value Target Output (%) shall not be amended unless agreed by the Company in writing.

Social Value Co-ordinator

1.10 The Supplier shall, as part of the Agreed Social Value Delivery Plan, nominate in writing a member of the Supplier Personnel with the necessary skills and competence to:

- (a) be responsible for the implementation and on-going development and maintenance of the Agreed Social Value Delivery Plan; and
- (b) act as the single point of contact for personnel of the Company on all matters concerning the Agreed Social Value Delivery Plan,

(the "**Social Value Co-ordinator**").

1.11 The Parties shall add the Social Value Co-ordinator to the list of Key Personnel set out in Schedule 12 (*Key Personnel*).

Reporting and Providing Evidence

- 1.12 The Supplier shall comply with the relevant reporting and monitoring requirements identified in the London TOMs including uploading Relevant Data to the Social Value Portal website, at least every three (3) months, and shall ensure that all Relevant Data is available and accessible by the Company.
- 1.13 The Supplier shall action any Relevant Data and/or evidence amendments requested by Social Value Portal before the next quarterly Core Group meeting with the Company.
- 1.14 The Supplier shall, at least five (5) Working Days before the next Core Group Meeting (or such other timescale as agreed between the Parties), pull the 'Export to PDF' progress report from the Social Value Portal website to be reviewed with the Company as part of the agenda of the quarterly Core Group Meetings in accordance with Schedule 13 (*Contract Management*).
- 1.15 Failure by the Supplier to comply with the relevant reporting and monitoring requirements set out in paragraphs 1.12 to 1.14 above shall constitute a breach of this Contract which the Company may treat as a Level 1 Non-Conformance for the purposes of Schedule 9 (*Performance Measurement*).

Remedies and Action Plans

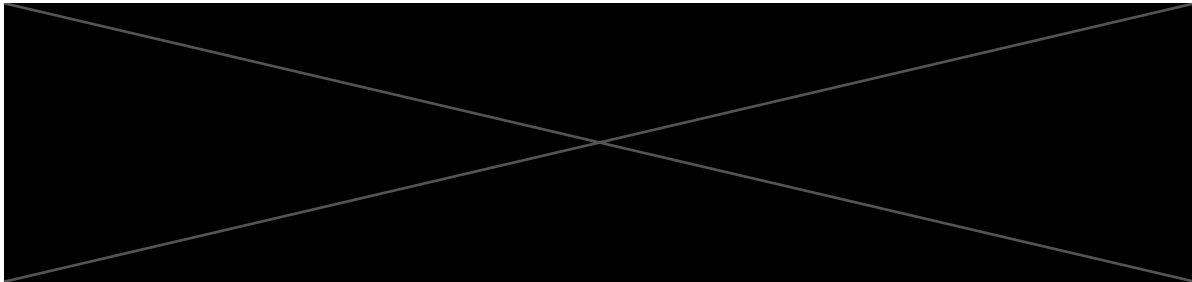
- 1.16 Where the Company and/or the Supplier (acting reasonably) consider that the Supplier is failing, or is likely to fail, in:
- (a) complying with the Agreed Social Value Delivery Plan;
 - (b) achieving the Social Value Target Output (£) for the relevant Year; and/or
 - (c) achieving a 'Green' grade for its performance in respect of KPI 7 (Social Value) in Schedule 9 (*Performance Management*),
- then the Company and/or the Supplier (as applicable) shall notify the other Party as soon as reasonably practicable (and such notification shall be a **"Failure Notification"**).
- 1.17 The Supplier shall, within five (5) Working Days of receipt, or service (in the case of the Supplier serving a Failure Notification in accordance with paragraph 1.16), of a Failure Notification:

- (i) provide a written explanation of the reasons for any such failure; and
- (ii) submit a proposal outlining the corrective action the Supplier will take to comply with and deliver the Agreed Social Value Delivery Plan, achieve the Social Value Target Output (£) and/or requirements of KPI 7 (as applicable).

- 1.18 The Company shall, following receipt or service of a Failure Notification in accordance with paragraph 1.16, work with the Supplier to review the Supplier's Agreed Social Value Delivery Plan and agree appropriate corrective action which may include amending the Agreed Social Value Delivery Plan to include alternative London TOMs to achieve the Social Value Target Output (%).
- 1.19 The Company may, in its absolute discretion, agree a reduction in the Social Value Target Output (%), any such reduction will only be agreed where the Company determines that alternative London TOMs are not suitable, adequate or relevant to the Services.
- 1.20 The remedies set out in paragraphs 1.16 to 1.19 above are without prejudice to the Company's remedies under Schedule 9 (*Performance Management*).

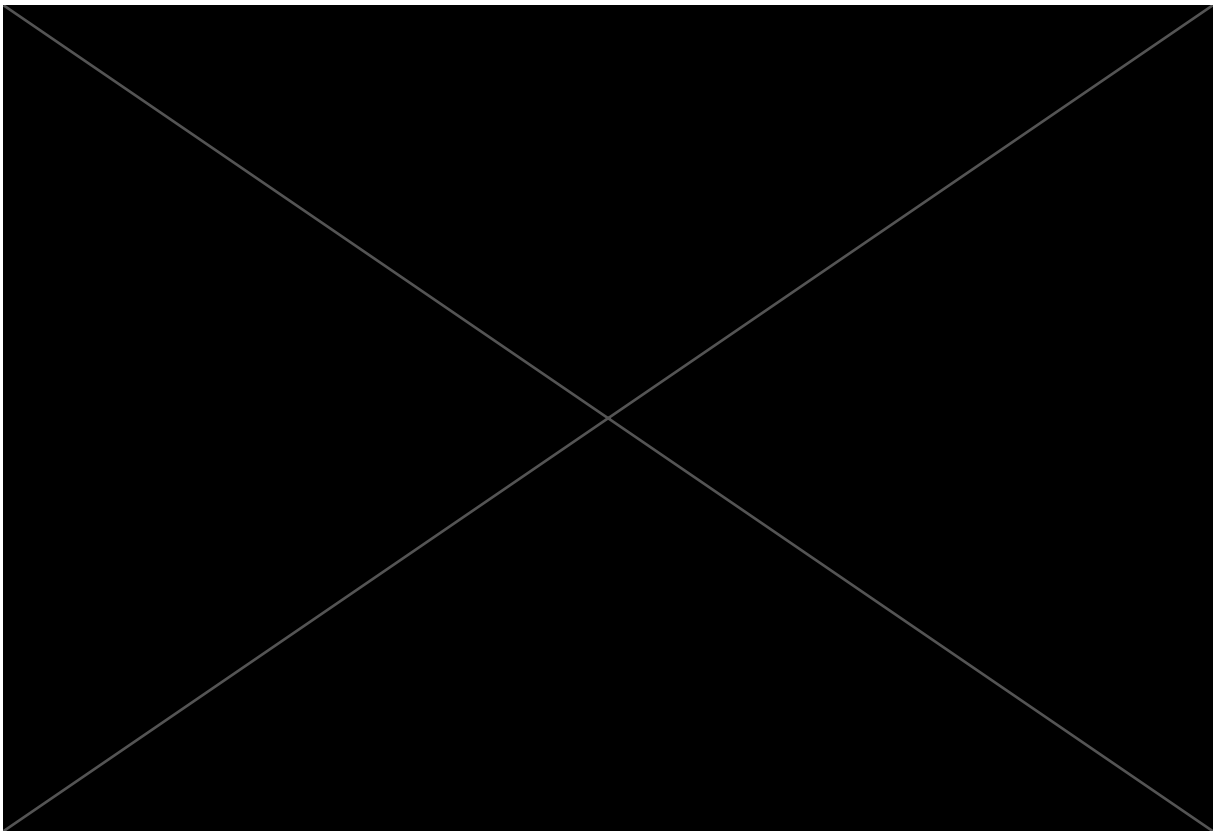
Appendix 1

Agreed Social Delivery Plan



SCHEDULE 12
Key Personnel

The Key Personnel are listed in the table below:



SCHEDULE 13
Contract Management

Schedule 13**Contract Management****1 GOVERNANCE/MANAGEMENT GROUPS AND MEETINGS**

- 1.1 The Company and the Supplier shall set up, implement and maintain contract management groups to govern this Contract at a strategic, tactical and delivery level as set out in Table 1 (Contract Management Groups and Attendees) of this Schedule 13 (Contract Management).
- 1.2 The Contract Management Groups shall meet, as a minimum, at the frequency set out in Table 2 (Contract Management Group Frequencies) of this Schedule 13 (Contract Management).
- 1.3 The Supplier shall ensure that all Supplier Personnel attending meetings have the necessary delegated authority to act on behalf of the Supplier.
- 1.4 All meetings shall be held at the Company's premises unless agreed otherwise by the Company's Representative.
- 1.5 The Supplier shall attend any meeting referred to in Tables 3 to 5 (inclusive) in this Schedule 13 (Contract Management) at the frequency set out in the applicable table.
- 1.6 The Supplier shall, in addition to all meetings and plans specified in this Schedule 13 (Contract Management), attend any meeting and produce any report in accordance with Schedule 2 (Payment) as may be required by the Company's Representative including but not limited to contract start, mobilisation, demobilisation and close out meetings.

Table 1: Contract Management Groups and Attendees

Group	Company – Contract Management Group	Supplier – Contract Management Group
Strategic	• Director of Asset Performance and Capital Delivery • Head of Logistics and Manufacturing • Lead Commercial Manager • Senior Access Manager • Company Representative (Protection Contracts Manager) • Commercial Management Representative	• Contract Director • Senior Delivery Management Representative • Senior Commercial Management Representatives • Supplier Representative (Operations Manager) • Commercial Management Representative
Tactical	• Senior Access Manager • Lead Commercial Manager • Company Representative (Protection Contracts Manager) • Commercial Management Representative	• Senior Delivery Management Representative • Senior Commercial Management Representatives • Supplier Representative (Operations Manager) • Commercial Management Representative
Delivery	• Company Representative (Protection Contracts Manager) • Commercial Management Representative	• Supplier Representative (Operations Manager) • Commercial Management Representative

Table 2: Contract Management Group Frequencies

Group	Frequency
Strategic	Annually
Tactical	Quarterly
Delivery	Periodically

Table 3: Annual Strategic Review

Group	Strategic
Title	Annual Strategic Review Meeting
Purpose - A strategic assessment of the relationship between the Parties, including: • business updates from the Company and the Supplier; • achievement of the Company's objectives for the Contract; • significant risks and issues affecting the Supplier's performance; • Supplier performance with agreement of actions for improvement; • Supplier's compliance with: (a) the Specification and (b) KPIs as set out in Schedule 9 (Performance Measurement); • review of the Supplier's performance in respect of health, safety and environmental issues (including a review of the Strategic Labour Needs and Training Plan and compliance with QUENSH); and • developments within the Parties and changes in the wider economic environment that affect the Contract.	
Frequency	Annual
Main Agenda Items	• Annual performance review • Annual financial review • Business and marketplace developments
Meeting Chair	• Company's Representative
Reports Required to be provided by the Supplier	• KPI performance report in accordance with Schedule 9 (Performance Measurement) • HSQE performance report (incidents/accidents)
Decisions/ reports/ outputs	• Minutes

	• Actions with responsibility for completion allocated and target dates for completion
Attendees	• The relevant contract management group set out in Table 1 (Contract Management Groups and Attendees) of this Schedule 13 (Contract Management).

Table 4:

Group	Tactical
Title:	Core Group Meeting
Purpose - A review of Supplier performance, including: • review of KPI performance; • organisation and resourcing; • Health and Safety performance; • Schedule 9 (Performance Measurement) Escalation Procedure referrals; • progress towards agreement of Baseline Shift Requirement for the next Budget Period; • key stakeholder issues; • Mobilisation Plan / Demobilisation Plan (as applicable); • Progress against Good Work Standard SMART Action Plan; • Social Value Review (including review of the Social Value Portal progress report); and • any other business.	
Frequency	Quarterly (or each Period where required by the Company)
Main Agenda Items	• Performance review • Financial review • All Level 2 and Level 3 Non-Conformances
Meeting Chair	• Company's Representative
Reports Required to be provided by the Company	• KPI performance in accordance with Schedule 9 (Performance Measurement)
Reports Required to be provided by the Supplier	• HSQE performance report (incidents/accidents)

Decisions/ reports/ outputs	• Minutes • Actions with responsibility for completion allocated and target dates for completion
Attendees	• The relevant contract management group set out in Table 1 (Contract Management Groups and Attendees) of this Schedule 13 (Contract Management).

Table 5:

Group	Delivery
Title	Period Progress Report Meeting
Purpose - An operational review of the Supplier's performance: • review of Supplier's performance in previous Period; • review of progress by Supplier in respect of health, safety and environmental issues (including compliance with Schedule 5 (Health, Safety, Quality and Environmental Requirements) and QUENSH); • evaluation of the Supplier's skills and resourcing requirements; and • resolution of on-going Supplier performance issues.	
Frequency	Each Period
Main Agenda Items	• Health and Safety, audits, tests and inspections • Review of toolbox talks and safety briefings • Training requirements • KPI review • Payment Application review • Operational updates • Level 1 Non-Conformance review
Meeting Chair	• Company's Representative
Reports Required to be provided by the Company	• KPI performance in accordance with Schedule 9 (Performance Measurement)
Reports Required to be provided by the Supplier	• Health and Safety Report (Incidents/Accidents) • Skill Types supplied verses Skill Types required • Random drug and alcohol tests carried out • Summary of Worksite audits and inspections carried out

	• Forecast of training requirements • Summary of toolbox talks • Cumulative periodic payment application • Update on remedial actions undertaken by the Supplier • Report on resource management • Attendance Report (including Weekly Shift Reports)
Decisions/ reports/ outputs	• Minutes • Actions with responsibility for completion allocated and target dates for completion
Attendees	• The relevant contract management group set out in Table 1 (Contract Management Groups and Attendees) of this Schedule 13 (Contract Management).

2 ROLE OF THE CORE GROUP (EXECUTIVE MANAGEMENT BOARD)

2.1 The overall objectives of the Core Group are to provide leadership, challenge and support to the Company's and the Supplier's contract management teams to facilitate:

- (a) the safe, efficient and effective delivery of the Services;
- (b) the promotion of collaborative working;
- (c) the management of stakeholders; and
- (d) the achievement of a mutually beneficial commercial relationship.

2.2 The Core Group priorities are to:

- (a) drive continuous improvement and best practice;
- (b) drive collaborative behaviours; and
- (c) act quickly to resolve issues and avoid Disputes.

2.3 The role of the Core Group is to provide strategic guidance by:

- (a) developing and maintaining a purpose statement and set of objectives for the Core Group, with particular regard to collaborative behaviours;
- (b) appointing and replacing the Supplier's Representative;
- (c) reviewing and approving the minutes from Core Group Meetings and ensuring that the procedures of the Core Group are followed;
- (d) reviewing KPI performance and investigating and advising on measures necessary to overcome any adverse trends;
- (e) providing advice, challenging and providing guidance on Service delivery in respect of the implementation of best practices, innovation and improvement initiatives;
- (f) monitoring the overall performance against key performance measures; and
- (g) advising on any other matter referred to the Core Group in accordance with this Contract.

2.4 Procedures of the Core Group

- (a) The Core Group shall comprise four members: each of the Senior Representatives, plus one further senior representative from the Company and

one further senior representative from the Supplier, as set out in Schedule 1 (Contract Data) (the “**Core Group**”).

- (b) If a Core Group member is unable to attend a meeting, that member may appoint a designated representative to attend in their place by notifying the other Core Group members in writing.
- (c) The following procedures shall apply to each meeting of the Core Group:
 - (i) the Supplier’s Representative and the Company’s Representative shall attend meetings of the Core Group in a non-voting capacity;
 - (ii) meetings of the Core Group shall only be held with all board members present (or their designated representative appointed in accordance with paragraph 2.4(b)) and members of the Core Group must attend all meetings;
 - (iii) meetings shall be held on a quarterly basis or otherwise when requested in writing by any board member;
 - (iv) the Core Group shall agree the venue for each meeting of the Core Group and shall agree procedures to enable Core Group members to attend meetings by telephone or video conference facilities;
 - (v) all decisions of the Core Group shall be binding on all Parties only if:
 - (A) all members (or their designated representative appointed in accordance with paragraph 2.4(b)) of the Core Group are present;
 - (B) unanimous; and
 - (C) in writing and/or by way of the approved Core Group meeting minutes;
 - (vi) in the event that the Core Group are unable to reach a unanimous decision on any issue then any member of the Core Group may refer the matter to the Senior Representatives of each Party who shall meet and try to reach agreement to resolve the issue referred to them;
 - (vii) each Party shall bear its own costs and expenses in relation to reference of any issue to the Senior Representatives pursuant to paragraph 2.4(c)(vi);
 - (viii) in the event that the Senior Representatives cannot resolve the issue between them, the Company’s Senior Representative shall determine

the issue and such determination shall be binding on the Parties unless and until either Party refers the matter for resolution pursuant to Schedule 17 (Dispute Resolution Procedure) and the Company's Senior Representative's determination of the issue is adjusted; and

- (ix) paragraphs 2 to 7 (inclusive) of Schedule 17 (Dispute Resolution Procedure) shall not apply in relation to any issue referred for resolution to Schedule 17 (Dispute Resolution Procedure) pursuant to paragraph 2.4(c)(viii).

2.5 Schedule of Members of the Core Group

- (a) The initial members of the Core Group are set out in Schedule 1 (Contract Data).
- (b) Successor members of the Core Group may be appointed by the relevant Party in writing subject to the consent of the other Party, such consent not to be unreasonably withheld or delayed.

2.6 Core Group meeting agenda

- (a) The agenda for Core Group meetings is set out in Table 4 (Core Group Meeting) of this Schedule 13 (Contract Management) but may be amended by agreement.

3 SUPPLIER'S PLANS

3.1 The Supplier shall comply with the following plans as updated from time to time:

- (a) Competency Management and Training Plan in accordance with this Schedule 13 (Contract Management);
- (b) Business Continuity Plan in accordance with this Schedule 13 (Contract Management);
- (c) Mobilisation Plan in accordance with Schedule 18 (Mobilisation);
- (d) Contract Management Plan in accordance with Schedule 18 (Mobilisation);
- (e) Demobilisation Plan in accordance with Schedule 16 (Obligations on Handover);
- (f) ESMS Action Plan in accordance with Schedule 15 (Responsible Procurement); and
- (g) Agreed Social Value Delivery Plan in accordance with Schedule 11 (Social Value).

3.2 The Supplier shall:

- (a) submit an initial draft of each plan referred to in the first column of the table below by the date set out in the second column of such table; and
- (b) review each plan referred to in the first column of the table below and submit to the Company's Representative for approval an updated copy of such plan by the date set out in the third column of such table.

Plan	Date of submission of the initial plan to the Company	Date of submission of each subsequent updated version of the plan to the Company
Competency Management and Training Plan	Within twenty (20) Working Days of the Commencement Date	By each anniversary of the Services Commencement Date
Business Continuity Plan	Within twenty (20) Working Days of the Commencement Date	By each anniversary of the Services Commencement Date
Mobilisation Plan	Within ten (10) days of the Commencement Date	As and when requested by the Company
Contract Management Plan	By no later than four (4) weeks prior to the end of the Mobilisation Period	By each anniversary of the Services Commencement Date
Demobilisation Plan	Draft Demobilisation Plan within six (6) months of the Commencement Date (with the detailed Demobilisation Plan to be submitted by no later than eleven (11) month before the Expiry Date)	Draft Demobilisation Plan to be updated and re-submitted by each anniversary of the Services Commencement Date
ESMS Action Plan	Proposed ESMS Action Plan to be provided within ninety (90) days of the Services Commencement Date	By each anniversary of the Services Commencement Date

Plan	Date of submission of the initial plan to the Company	Date of submission of each subsequent updated version of the plan to the Company
Agreed Social Value Delivery Plan	Appended at Appendix 1 to Schedule 11 (Social Value)	Review and update (as necessary) on each anniversary of the Services Commencement Date, or as and when requested by the Company

3.3 The Company's Representative shall provide the Supplier with comments on the plans within thirty (30) Working Days of receipt. The Supplier shall incorporate the comments and suggestions of the Company and shall issue a revised copy of the plans to the Company within ten (10) Working Days of receipt. No amended plan shall take effect until the Company's Representative has confirmed the Company's approval of the amended plan(s).

3.4 The Supplier shall comply with the following:

(a) Competency Management and Training Plan

The Supplier shall provide a plan within twenty (20) Working Days of the Commencement Date demonstrating how the Supplier will meet all training requirements for itself, its Supplier Personnel and its sub-contractors as set out in Schedule 3 (Specification).

(b) Business Continuity Plan

(i) The Supplier shall provide a Business Continuity Plan to the Company in accordance with the requirements of paragraph 3.4(b) of this Schedule 13 (Contract Management) within twenty (20) Working Days of the Commencement Date. The Supplier shall thereafter comply with the Business Continuity Plan and the Business Continuity Plan cannot be varied unless agreed by the Parties in writing.

(ii) The Business Continuity Plan shall detail how the Supplier will fulfil its responsibilities and obligations to the Company under the terms of the Contract in the event of an incident affecting the Supplier's ability to provide the Services, including its business recovery arrangements and testing regime.

- (iii) The Supplier shall review and update, in conjunction with the Company's Representative, its Business Continuity Plan on an annual basis, unless an alternative frequency is agreed between the Parties.
- (iv) The Supplier shall review and test the robustness of its Business Continuity Plans annually (unless an alternative frequency is agreed between the parties) or following any incident or business change and implement changes to the plan based on test outcomes.
- (v) The Supplier shall be responsible for providing assurance to the Company that its Business Continuity Plan is appropriate in the circumstances to recover, within reasonable timescales, parts of the Supplier's business so as to provide continuity in performance of the Services in accordance with the Contract.
- (vi) The Supplier shall provide to the Company, upon request, evidence that its Business Continuity Plan is tested on an annual basis. The Company reserves the right to ask for further details regarding the Supplier's Business Continuity Plan.
- (vii) The Supplier shall identify risks to the continuity of delivery of the Services to the Company and develop a specific Business Continuity Plan to ensure that all Services are available to the Company as required, and there is minimum disruption to the Company in the event of incidents where the Business Continuity Plan is enacted.
- (viii) Within the Business Continuity Plan, the Supplier shall set out its approach to managing operational and commercial risk. This shall include, but shall not be limited to, the Supplier's Contract-specific plan for business continuity, incorporating the potential risks to business continuity, its mitigation strategies, how the Services will be delivered in the event of a disruption to normal operations and how the Business Continuity Plan will be tested.

(c) Mobilisation Plan

The Supplier shall deliver a Mobilisation Plan in accordance with Schedule 18 (Mobilisation).

(d) Contract Management Plan

The Supplier shall deliver a Contract Management Plan in accordance with Schedule 18 (Mobilisation).

(e) Demobilisation Plan

The Supplier shall deliver a Demobilisation Plan in accordance with Schedule 16 (Obligations on Handover).

(f) ESMS Action Plan

The Supplier shall deliver an ESMS Action Plan in accordance with Schedule 15 (Responsible Procurement).

(g) Agreed Social Value Delivery Plan

The Supplier shall deliver an Agreed Social Value Delivery Plan in accordance with Schedule 11 (Social Value).

SCHEDULE 14
Project Processes

Schedule 14

Project Processes

1. Definitions

- 1.1. For the purposes of this Schedule 14 (Project Processes), the following expressions shall have the following meanings:

“Attendance Report” means a report to be prepared by the Supplier each Period in accordance with paragraph 4.1 of this Schedule 14 (Project Processes);

“Daily Look Ahead Download” has the meaning given in paragraph 3.3 of this Schedule 14 (Project Processes);

“Exception Requests” means any late request for a Shift submitted by the Company in accordance with paragraph 3.9 of this Schedule 14 (Project Processes);

“OGMS” has the meaning set out in paragraph 3.1 of this Schedule 14 (Project Processes);

“Reconciliation Report” has the meaning set out in paragraph 3.10.1 of this Schedule 14 (Project Processes);

“Utilisation Report” has the meaning set out in paragraph 3.10.2 of this Schedule 14 (Project Processes); and

“Weekly Shift Report” has the meaning set out in paragraph 4.2 of this Schedule 14 (Project Processes).

2. Baseline Shift Requirement

2.1. Baseline Shift Requirement for Budget Period One

2.1.1. The approved Baseline Shift Requirement for Budget Period One is contained in Schedule 1 (Contract Data).

2.1.2. The Supplier shall provide the Supplier Personnel set out in the Baseline Shift Requirement for Budget Period One from the Services Commencement Date.

2.2. Baseline Shift Requirement for Budget Period Two and all subsequent Budget Periods

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2.2.1. The Company's Representative shall, for all subsequent Budget Periods, issue the Baseline Shift Requirement not later than thirteen (13) weeks prior to the last day of the preceding Budget Period.

2.2.2. The Supplier shall provide the Supplier Personnel set out in the Baseline Shift Requirement from the commencement date of the applicable Budget Period.

2.2.3. The Company may reduce the Baseline Shift Requirement at any point during a Budget Period subject to a minimum of four (4) weeks' notice.

3. Non-Baseline Shift Requirements

3.1. The Company will provide to the Supplier regular four (4) week look aheads of all future protection bookings held in the Company's Operations Group Management System ("**OGMS**") in accordance with paragraph 3.3 below. This information is provided to the Supplier for planning purposes to identify future demand for Skill Types not included in the Baseline Shift Requirements or where additional numbers of the Skill Types included in the Baseline Shift Requirement are needed for a limited period of time.

3.2. The Company and the Supplier shall each monitor the data provided in the four (4) week look aheads and advise each other where there is a potential Non-Baseline Shift Requirement.

3.3. The Company shall issue to the Supplier a daily export of all the bookings in the OGMS pursuant to paragraph 3.7 below (the "**Daily Look Ahead Download**").

3.4. The Supplier shall reconcile the bookings confirmed in the Daily Look Ahead Download to the Baseline Shift Requirement daily and all bookings that cannot be covered by the Baseline Shift Requirement shall be the Non-Baseline Shift Requirement.

3.5. Without prejudice to paragraph 3.6 below, the Company's agreement to the Non-Baseline Shift Requirement is deemed given by the Daily Look Ahead Download issued forty eight (48) hours prior to the relevant scheduled Shift that the attendance of Supplier Personnel is required (as set out in the Daily Look Ahead Download).

3.6. For the avoidance of doubt the Company shall be under no obligation to pay for Shifts classified by the Supplier as a Non-Baseline Shift Requirement where the Company determines that the Shift is covered by the Baseline Shift Requirement. The Company's Representative and the Supplier's Representative shall meet on a weekly

basis to review and discuss the Shifts classified by the Supplier as a Non-Baseline Requirement.

3.7. The Daily Look Ahead Download is issued to the Supplier's Representative (via a nominated email address) on or shortly after 2pm on each Working Day.

3.8. The Daily Look-ahead Download will include as a minimum:

- Shift date
- Shift length (min 8hrs, max 12hrs)
- Skill Type required
- Briefing time and place or meeting time and place
- Worksite contact details
- Any other job specific information

3.9. Late requests for Shifts (i.e. requests made after the Daily Look Ahead Download has been issued at 2pm) will be sent as Exception Requests to the Supplier's Representative (via a nominated email address). The Supplier shall notify the Company within one (1) hour of receipt of each Exception Request, whether or not the requested booking can be supported by either the Baseline Shift Requirement or as a Non-Baseline Shift Requirement.

3.10. The Supplier shall provide the following reports to the Company on a daily basis:

3.10.1. a reconciliation report setting out its calculation of the Non-Baseline Shift Requirement pursuant to paragraph 3.4 above (the "**Reconciliation Report**"); and

3.10.2. a utilisation report setting out, in respect of each Shift, any Shifts from the Baseline Shift Requirement which have not been used on the Shift together with an explanation of why such Shift Type has not been used (the "**Utilisation Report**").

4. Attendance Report and Weekly Shift Report

4.1. The Supplier shall prepare an attendance report each Period, detailing the total Shifts worked in the Period by Supplier Personnel (the "**Attendance Report**"). The Attendance Report shall be:

4.1.1. broken down by:

4.1.1.1. Skill Type; and

4.1.1.2. each member of Supplier Personnel engaged in the delivery of the Services in the Period; and

4.1.2. reconciled to the Company's shift requirement in the Period as confirmed by the Non-Baseline Shift Requirement and Baseline Shift Requirement processes.

4.2. The Supplier shall also prepare a weekly report:

4.2.1. detailing each Shift worked by each member of Supplier Personnel (in Excel format); and

4.2.2. containing the Reconciliation Report and Utilisation Report for the relevant week,

to be submitted electronically by the Supplier to the Company's Representative by no later than 18:00 hours each Monday for the Shifts worked in the previous week (the **"Weekly Shift Report"**).

5. **Payment Applications**

5.1. Payment Applications shall be submitted each Period in accordance with the requirements of Schedule 2 (Payment) of this Contract.

5.2. The Supplier's Payment Applications shall be in a format which includes a breakdown of:

5.2.1. the Baseline Shift Requirement Cost;

5.2.2. the Non-Baseline Shift Requirement Cost;

5.2.3. the Baseline Management Fee;

5.2.4. the Non-Baseline Management Fee;

5.2.5. any Mobilisation Costs (if applicable);

5.2.6. any Additional Services Price (if applicable); and

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- 5.2.7. costs incurred by the Supplier in respect of any Relief Events (if applicable).
- 5.3. All Payment Applications must be substantiated by the Supplier by reference to the "booking on" and "booking off" times recorded in the OGMS for Supplier Personnel engaged in the delivery of the Services, and shall be reconciled to the Attendance Report.
- 5.4. The Company's working week runs from Sunday to Saturday. The Shifts worked by Supplier Personnel and included in the final Weekly Shift Report in each Period may be included by the Supplier in the Payment Application for the relevant Period.
- 5.5. Payment Applications must be submitted in accordance with the requirements set out in Schedule 2 (Payment) and shall be accompanied by:
- 5.5.1. a complete set of hard-copy signed Weekly Shift Reports;
 - 5.5.2. a complete set of Reconciliation Reports;
 - 5.5.3. a complete set of Utilisation Reports; and
 - 5.5.4. a copy of the Attendance Report,
- for the relevant Period.
- 6. Management of Risk**
- 6.1. Risk shall be managed in accordance with this Contract. The Supplier shall co-operate with and provide to the Company information reasonably required by the Company in connection with risk management.
- 6.2. The Supplier shall manage risk in accordance with Standard LU-PR-10846.

SCHEDULE 15
Responsible Procurement

Schedule 15 – Responsible Procurement

1 Equality, Diversity and Inclusion

- 1.1 For the purposes of this Section 1 of Schedule 15 (Responsible Procurement), unless the context indicates otherwise, the following expressions shall have the following meanings:

"Agreed SMART Action Plan" means the SMART action plan agreed or determined in accordance with the provisions of Paragraph 1.4;

"Good Work Standard" means the Mayor of London's accreditation to demonstrate fair and inclusive employment practices found at <https://www.london.gov.uk/programmes-strategies/business-and-economy/supporting-business/good-work-standard-gws/how-achieve-good-work-standard>; and

"Minimum Records" means all information relating to the Supplier's performance of and compliance with this Section 1 of Schedule 15 (Responsible Procurement) by each Subcontractor and, where applicable, subject to the provisions of Paragraph 1.5, indirect subcontractor, of the Supplier.

EDI Policy

- 1.2 From the Services Commencement Date, the Supplier shall provide the Company with a copy of its EDI Policy. The Supplier shall keep its EDI Policy under review for the duration of the Contract and shall provide the Company with any such revised EDI Policy once available.

Mayor's Good Work Standard

- 1.3 Within sixty (60) days of the Services Commencement Date the Supplier shall:
- (a) undertake and complete the Good Work Standard self-assessment at the following website: <https://www.london.gov.uk/what-we-do/business-and->

economy/supporting-business/what-mayors-good-work-standard#acc-i-54389; and

- (b) submit the results of the self-assessment to the Company together with a proposed SMART action plan outlining the activities the Supplier proposes to undertake in order to meet the 'Achievement' level of the Good Work Standard.
- 1.4 The Supplier will take into account any comments or recommendations made by the Company in respect of the Supplier's proposed SMART action plan and the parties will agree (or failing such agreement the Company will determine) the final content of the SMART Action Plan within ninety (90) days of the Services Commencement Date (the "**Agreed SMART Action Plan**").
- 1.5 For the duration of the Contract, the Service Provider shall adopt and implement the Agreed SMART Action Plan and shall procure that each of its Subcontractors:
 - (a) adopts and implements; and
 - (b) in respect of indirect subcontractors, uses reasonable endeavours to procure that those indirect subcontractors adopt and implement, strategic equality and diversity policies and practices similar to its own.

Monitoring and Reporting

For the purposes of this paragraph, "BAME", "disabled", "diversity" and "SMEs" have the meanings set out in Appendix 1 to this Schedule 15 (Responsible Procurement).

- 1.6 Subject to Paragraph 1.5, the Supplier shall use reasonable endeavours to provide the Company, at least every twelve (12) months from the Services Commencement Date, or such other frequency as the Company may reasonably request, with the following information:
 - (a) an annual report on performance and compliance with the equality, diversity and inclusion provisions. The annual report should set out:
 - (i) the performance of the Supplier over the past twelve (12) months in relation to the Agreed SMART Action Plan;

- (ii) employee breakdown: the proportion of its employees engaged in the performance of the Contract to the extent reasonably possible, the employees of its Subcontractors or indirect subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of the Contract who are:
 - of non-white British origin or who classify themselves as being non-white British;
 - female;
 - from the local community;
 - disabled;
- (iii) expenditure breakdown: a statement broken down by activity and material type of how they have used and how much has been spent with:
 - Small and Medium Enterprises;
 - BAME businesses;
 - suppliers from other under-represented or protected groups;
 - suppliers demonstrating a diverse workforce composition.

1.7 Progress and approval (where due) of actions will be monitored via the quarterly Core Group Meetings with the Company pursuant to Schedule 13 (Contract Management). The Supplier shall provide a written update prior to the progress meetings and should request additional meetings (if necessary) with the Company to discuss progress or seek sign-off for completed actions.

1.8 The Supplier shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 in the collection and reporting of the information to the Company pursuant to Paragraph 1.6.

EDI Audit

1.9 The Company or its nominee may from time to time undertake any audit or check of any and all information regarding the Supplier's compliance with this Section 1. The Company's rights pursuant to this paragraph shall include the audit of any and all documents and records of the Supplier and its Subcontractors and, where

applicable subject to the provisions of Paragraph 1.5, indirect subcontractors, and shall include the Minimum Records.

- 1.10 The Supplier shall maintain and retain the Minimum Records for a minimum of six (6) years from the termination or expiry of the Contract. The Supplier shall procure that each of its Subcontractors and, where applicable subject to the provisions of Paragraph 1.5, indirect subcontractors, shall maintain and retain records equivalent to the Supplier's Minimum Records for a minimum of six (6) years from the termination or expiry of the Contract. The Supplier shall procure that each Subcontract between it and its Subcontractors and, where applicable subject to the provisions of Paragraph 1.5, each subcontract between its Subcontractors and any indirect subcontractors of the Supplier, shall contain rights of audit in favour of and enforceable by the Company substantially equivalent to those granted by the Supplier pursuant to this Section 1.
- 1.11 The Company 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 Supplier and each Subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Contract and each relevant Subcontract.
- 1.12 The Supplier shall promptly provide, and procure that its Subcontractors and, where applicable subject to the provisions of Paragraph 1.5, 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:
- (a) granting or procuring the grant of access to any premises used in the Supplier's performance of the Contract or in its relevant Subcontractor or indirect subcontractor's performance of its subcontract, whether the Supplier's own premises or otherwise;
 - (b) 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 Supplier's or the relevant Subcontractor or indirect subcontractor's obligations specified in Paragraph 1.5, wherever situated and whether the Supplier's own equipment or otherwise; and

- (c) complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of the Contract or the relevant Subcontractor or indirect subcontractor's performance of its subcontract.

Gender Neutral Language

- 1.13 For the duration of the Contract, the Supplier 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.

2 Ethical Sourcing and Modern Slavery

2.1 The Company is committed to ensuring that workers employed in its supply chains in the UK and throughout the world are treated fairly, humanely and equitably. In the course of complying with this Contract, the Supplier shall:

- (a) adhere to the principles of and shall procure that its Subcontractors (as applicable) adhere to the principles of the Ethical Trading Initiative Base Code (the “**ETI Base Code**”), or an equivalent code of conduct, in relation to the provision of services as set out in Appendix 2 to this Schedule 15 (Responsible Procurement); and
- (b) implement an Ethical Sourcing and Modern Slavery Action Plan (the “**ESMS Action Plan**”) designed to protect workers from labour exploitation and human rights abuses and ensure compliance with the Modern Slavery Act 2015 and the Greater London Authority (GLA) Group Responsible Procurement Policy (*as approved and issued in March 2021 by the Mayor of London copies of which are available at https://www.london.gov.uk/sites/default/files/gla_group_responsible_procurement_policy_2021.pdf*)) in accordance with the requirements of Appendix 3 to this Schedule 15 (Responsible Procurement).

2.2 The Supplier shall, within ninety (90) days of the Services Commencement Date, produce to the Company the proposed ESMS Action Plan identifying the main risks of modern slavery, human trafficking, forced and bonded labour and human rights violations in its supply chain, highlighting the main products and countries involved and the steps to be taken by the Supplier to mitigate the risks in the short, medium and long term. The costs of the creation and implementation of the ESMS Action Plan shall be borne by the Supplier.

2.3 The Company shall then provide feedback on the proposed ESMS Action Plan and any requested changes within fifteen (15) Working Days of receipt. Following receipt of feedback from the Company, the Supplier shall reissue within fifteen (15) Working Days of receipt of such feedback an updated ESMS Action Plan for inclusion within Appendix 3 to this Schedule 15 (Responsible Procurement).

2.4 The Supplier shall be required to report progress against the ESMS Action Plan to the Company on a quarterly basis and update the ESMS Action Plan annually for the Term. The Supplier shall provide more regular updates when risks of

modern slavery, human trafficking, forced and bonded labour and human rights violations in its supply chain are assessed as imminent either by the Supplier or the Company.

- 2.5 The Supplier shall, where relevant, train the Supplier Personnel, other relevant personnel and Subcontractors to ensure compliance with this Section 2 of Schedule 15 (Responsible Procurement). The Supplier shall keep a record of all training completed by Supplier Personnel and its Subcontractors and shall make a copy of the record available to the Company on request.
- 2.6 During the Term, if the Company has reasonable cause to believe that the Supplier is not complying with any provision of this Section 2 of Schedule 15 (Responsible Procurement), then:
- (a) the Company shall notify the Supplier; and
 - (b) the Parties shall agree a remediation plan with appropriate timeframes for compliance by the Supplier (the “**Remediation Plan**”), such Remediation Plan to be agreed by the Parties by no later than thirty (30) days from the date of notification by the Company to the Supplier that remedial action is required or such other period as the Parties may otherwise agree in writing (and where the parties fail to agree the plan within such time, the Company shall determine the Remediation Plan). The costs of the creation and implementation of the Remediation Plan shall be borne by the Supplier.
- 2.7 Following agreement of the Remediation Plan described in Paragraph 2.6, the Company reserves the right to conduct, or require to be conducted, one or more audits (either itself or via a third-party auditor approved by the Authority) in relation to compliance by the Supplier with the Remediation Plan.
- 2.8 For the avoidance of doubt, the right of audit contained in Paragraph 2.7 shall include, without limitation, the right of the Company (or an auditor appointed by the Company) acting reasonably to:
- (a) undertake physical inspections of relevant sites/factories;
 - (b) conduct interviews with relevant personnel; and
 - (c) inspect relevant documents.

- 2.9 The Supplier shall co-operate and shall procure that its Subcontractors (as applicable) co-operate with the Company and/or the Company's auditor in relation to all aspects of any audit.
- 2.10 Where relevant, the Supplier shall make the audit reports required pursuant to Paragraph 2.8 available to the Company through the Supplier's Ethical Data Exchange ("**Sedex**"), or an equivalent process.

Appendix 1 - 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 the Company 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	Recognising and respecting differences, including different needs, to ensure that everyone: • can live their lives free from discrimination; • knows their rights will be protected; and • has what they need to succeed in life. 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;

Equality Impact Assessments (EqIA)	As a public body, the Company is bound by the Public Sector Equality Duty (PSED) under the Equality Act 2010. An EqIA is a tool used to demonstrate that the Company has met its PSED duties. Like a risk assessment process, an EqIA is a process that helps the Company to make more inclusive decisions and to make sure that the Company's programmes, policies, projects and the way it designs, builds and operates services works well for the Company's 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	Diverse suppliers are from one of the following five categories: 1. Small and Medium Enterprises (SMEs). A small enterprise is a business which has both 0-49 full-time equivalent employees and either: • 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). A medium enterprise is a business which has both 50-249 full-time equivalent employees and either; • 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). 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: <table border="1" data-bbox="528 327 1270 1196"> <thead> <tr> <th data-bbox="528 327 756 376">Ethnic group</th><th data-bbox="756 327 1270 376">Racial Origin</th></tr> </thead> <tbody> <tr> <td data-bbox="528 376 756 483">White British</td><td data-bbox="756 376 1270 483">Irish Any other White background</td></tr> <tr> <td data-bbox="528 483 756 685">Mixed</td><td data-bbox="756 483 1270 685">White & Black Caribbean White & Black African White & Asian Any other Mixed background</td></tr> <tr> <td data-bbox="528 685 756 887">Asian or Asian British</td><td data-bbox="756 685 1270 887">Indian Pakistani Bangladeshi Any other Asian background</td></tr> <tr> <td data-bbox="528 887 756 1039">Black or Black British</td><td data-bbox="756 887 1270 1039">Caribbean African Any other Black background</td></tr> <tr> <td data-bbox="528 1039 756 1196">Chinese or other Ethnic Group</td><td data-bbox="756 1039 1270 1196">Chinese Any other ethnic group</td></tr> </tbody> </table> 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): • women; • disabled people; • lesbians, gay men, bisexual people; • trans people; • older people (aged 60 or over); and • younger people (aged 24 or under). 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	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												

	belief groups or alternatively, ownership by a social enterprise or a voluntary/community organisation). 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.
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	Young adults are people aged 16 to 24, whether in education or employment. Children and young people can be further subdivided into: i) Young children – those that use the transport network escorted by parents or carers. 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.

Appendix 2 – The Ethical Sourcing Principles: The ETI Base Code

1.1 EMPLOYMENT IS FREELY CHOSEN

- 1.1.1 There is no forced, bonded or involuntary prison labour.
- 1.1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

1.2 FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED

- 1.2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- 1.2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- 1.2.3 Workers' representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- 1.2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

1.3 WORKING CONDITIONS ARE SAFE AND HYGIENIC

- 1.3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

- 1.3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 1.3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 1.3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 1.3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

1.4 CHILD LABOUR SHALL NOT BE USED

- 1.4.1 There shall be no new recruitment of child labour.
- 1.4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.
- 1.4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- 1.4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

1.5 LIVING WAGES ARE PAID

- 1.5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- 1.5.2 All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter

employment and about the particulars of their wages for the pay period concerned each time that they are paid.

- 1.5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

1.6 WORKING HOURS ARE NOT EXCESSIVE

- 1.6.1 Working hours comply with at least UK national laws and benchmark industry standards, whichever affords greater protection.
- 1.6.2 In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

1.7 NO DISCRIMINATION IS PRACTICED

- 1.7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

1.8 REGULAR EMPLOYMENT IS PROVIDED

- 1.8.1 To every extent possible, work performed must be on the basis of recognised employment relationship established through national law and practice.
- 1.8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor

shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

1.9 NO HARSH OR INHUMANE TREATMENT IS ALLOWED

1.9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

1.10 NOTE ON THE PROVISIONS OF THE ETI BASE CODE

1.10.1 The provisions of the ETI Base Code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this ETI Base Code are expected to comply with national and other applicable law and, where the provisions of law and this ETI Base Code address the same subject, to apply that provision which affords the greater protection.

1.11 DEFINITIONS

1.11.1 In this Appendix 2 to Schedule 15 (Responsible Procurement):

“Child” shall mean any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under ILO Convention No. 11, the lower will apply.

“Young person” shall mean any worker over the age of a child as defined above and under the age of 18.

“Child labour” shall mean any work by a child or young person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education, or to be harmful to the child's or young person's health or physical, mental, spiritual, moral or social development.

Appendix 3 – Ethical Sourcing and Modern Slavery Action Plan

Ethical Sourcing and Modern Slavery Action Plan Requirements

- 1 The Supplier must prepare its ESMS Action Plan using the guidance information and template below. The Supplier's ESMS Action Plan should be no longer than ten (10) pages in length (excluding relevant policies or similar documents that may be included as appendices) and include:
 - 1.1. identification of the main risks of modern slavery, human trafficking, forced and bonded labour and human rights violations in the Supplier's supply chain;
 - 1.2. how the Supplier will manage the risks of modern slavery. This should include risks of forced labour at Worksites. The guide *'How to set up your site to combat Modern Slavery'* and the *'Modern Slavery Due Diligence Checklist'* (as available at www.supplychainschool.co.uk) should be considered as industry best practice and adopted where applicable;
 - 1.3. recruitment processes and policies including due diligence procedures that are undertaken to manage modern slavery risks with third party recruitment agencies;
 - 1.4. the Supplier's ethical sourcing policy, highlighting its key ethical sourcing objectives and the means by which the objectives will be achieved over the duration of the Contract;
 - 1.5. the Supplier's processes in place to comply with, and any additional processes to be put in place in order to adhere to, the principles of the Ethical Trading Initiative (ETI) Base Code, or an equivalent code of conduct;
 - 1.6. risk assessment and due diligence procedures, including the use of auditing;
 - 1.7. a list of the main products originating from source countries where there is a documented risk of modern slavery and the steps the Supplier is taking/will take to mitigate the risks in the short, medium and long term; and
 - 1.8. the steps the Supplier will take to ensure that its sub-contractors implement modern slavery policies and ethical sourcing policies similar to its own. The Supplier's ESMS Action Plan should also set out the methods by which it proposes to monitor and report on the steps it has taken to mitigate risks and their effectiveness.
- 2 The Supplier's ESMS Action Plan may include commissioning on social audit on sites of supply, which may be shared with the Company through Sedex.

Ethical Sourcing and Modern Slavery Action Plan – Example

The specific example below is purely for illustrative purposes. Appendix 3 is to be replaced by the Supplier’s ESMS Action Plan:

ETI Base Code Item (Examples)	Ethical Sourcing or Modern Slavery or Other Risk of Human Rights Abuse (Examples)	Mitigating or Capacity Building Action	When	Person Responsible	Resource Implications	Measure of Success

SCHEDULE 16
Obligations on Handover

Schedule 16

Obligations on Handover

1. Within six (6) months of the Commencement Date, and thereafter annually, on each anniversary of the Commencement Date until the Expiry Date or earlier date of termination of the Contract (the "**Termination Date**"), the Supplier shall submit a draft demobilisation plan for review and approval by the Company's Representative, which shall contain the Supplier's proposals for the demobilisation aspects of the Services, including but not limited to the transfer of staff. In addition to each such submission, the Supplier shall update the draft demobilisation plan at other intervals where requested to do so by the Company's Representative.
2. The Supplier shall no later than eleven (11) months before the Expiry Date or as soon as reasonably practicable on receipt of any Termination Notice:
 - 2.1 prepare and submit for review and approval by the Company's Representative, a detailed demobilisation plan for the Services containing the Supplier's proposals for the demobilisation aspects of the Services, including but not limited to transfer of staff (such plan to be based on the most recent draft demobilisation plan approved by the Company pursuant to paragraph 1 above), and thereafter update the demobilisation plan as requested by the Company's Representative;
 - 2.2 in order to support the seamless transition of the Services following the Expiry Date or Termination Date, undertake all necessary actions in connection with the demobilisation, including but not limited to the following:
 - (A) providing all necessary resource, including Supplier Personnel to enable timely demobilisation;
 - (B) identifying its demobilisation team and demobilisation manager;
 - (C) procuring that its demobilisation team shall attend Company chaired demobilisation/transition meetings;
 - (D) keeping the Company's Representative fully informed on the progress of the demobilisation;
 - (E) complying with all reasonable instructions of the Company in

connection with the demobilisation; and

- (F) ensuring, supporting and facilitating migration of any IT systems and data used by the Supplier in providing the Services (including provision of a royalty free, non-exclusive licence (including the right to grant sub-licences) to access the area of the Supplier's IT system which holds such data and/or providing such data in a form which is compatible with commercial off-the-shelf software used by the Company or by a contractor providing services similar to the Services in whole or in part, as required by the Company);

2.3 cooperate fully with and provide all reasonable and necessary assistance and information in connection with the Services and/or to facilitate the orderly transfer of responsibility for and conduct of the Services to the Company and any incoming supplier or suppliers in the transition of the Services before the Expiry Date or Termination Date (as the case may be) and for a period of up to three (3) months after such date to ensure that the changeover to the incoming supplier (or back to the Company) is effected with minimal disturbance and disruption;

2.4 the requirement for the Supplier to provide cooperation pursuant to paragraph 2.3 above extends to any retender process for the Services carried out by the Company in relation to an incoming supplier or suppliers to enable it to access the Worksites and/or Supplier Personnel, and specifically an obligation to provide, on reasonable notice during the term of the Contract, information for the purpose of a competition and managing the transition to an incoming supplier or suppliers, to include:

- (A) details of the Services;
- (B) details of employees who would transfer to the incoming supplier;
- (C) management information; and
- (D) any other information that the Company may reasonably require; and

2.5 maintain records, data, files, information and Documentation relating to the Services in such form and manner as to enable the Supplier to effectively transfer them in full to the Company and/or to any third party nominated by the Company, so as to put the Company and/or the third party into a position where

the Company and/or the third party can provide a level of service which is similar to or the same level as Services provided under this Contract.

3. On receipt of an instruction from the Company, the Supplier shall return to the Company's Representative all Company Equipment provided to the Supplier.
4. Without prejudice to the provisions of the Contract, the Supplier shall:
 - 4.1 hand back to the Company at the Expiry Date or the Termination Date (as the case may be) all records, data, files, information and documentation owned by the Company but used by the Supplier in the performance of the Services and subsequently destroy all electronic copy information in the possession of the Supplier and provide a certificate of destruction to the Company's Representative; and
 - 4.2 provide the Company and/or incoming supplier or suppliers with all reasonable help, assistance and co-operation to make available and effect the transfer of records, data, files, information and documentation to an incoming supplier or suppliers so as to enable the Company and/or incoming supplier or suppliers to set up and effect the transition of the Services, in accordance with Clause 9 of the Contract; and
 - 4.3 hand over to the Company (upon request of the Company's Representative but in any event, at the Expiry Date or Termination Date (as the case may be)) all passes or entry permits.
5. The Supplier shall ensure that at the Expiry Date or Termination Date (as the case may be):
 - 5.1 all relevant members of the Supplier Personnel are present at handover; and
 - 5.2 all areas which the Supplier has used for storage or operation have been left clean and tidy and all rubbish has been removed.
6. During demobilisation the Supplier shall promptly provide all reasonable co-operation and support resource in relation to any audit or check required by the Company and commissioned by the Company's Representative, including in each particular circumstance:
 - 6.1 granting or procuring the grant of access to any premises used in performance

of this Contract, whether the Supplier's own premises or otherwise;

- 6.2 granting or procuring the grant of access to any equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under the Contract, wherever situated and whether the Supplier's own equipment or otherwise;
 - 6.3 making any contracts and other documents, records and information related to the provision of the Services available for inspection;
 - 6.4 granting copying facilities to the Company's auditor for the purposes of making copies of any or all the information, records and documents; and
 - 6.5 complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of this Contract.
7. In the event of a failure by the Supplier to comply with any of the obligations set out in this Schedule 16 (Obligations on Handover) in the final twelve (12) months of this Contract, the Company shall be entitled to deduct from each payment per Period due to the Supplier a sum of up to 5% of the Management Fee. The Parties agree that such retention shall not be a penalty and is reasonable and proportionate to protect the Company's legitimate interest in the Supplier's performance of this Schedule 16 (Obligations on Handover). This paragraph 7 is without prejudice to the right of the Company to claim general damages as a result of the Supplier failing to comply with the obligations set out in this Schedule 16 (Obligations on Handover).
8. The Supplier is required to notify any Subcontractors of the relevant demobilisation procedures set out in this Schedule 16 (Obligations on Handover) and/or the demobilisation plan.
9. In relation to any Necessary Consents, these will not transfer from the Supplier to an incoming supplier or suppliers and the incoming supplier or suppliers shall be required to obtain any consents that they require to comply with their obligations under any successor agreement with the Company.

SCHEDULE 17

Dispute Resolution Procedure

1. For the purposes of this Dispute Resolution Procedure the following terms have the meanings set out below:

"Adjudicator" means an independent person appointed to act as an adjudicator in accordance with paragraph 9 of this Schedule 17 (Dispute Resolution Procedure).

"Dispute" has the meaning given to it in Clause 49;

"Nominating Authority" means the President or Vice President or other duly authorised officer of the London Court of International Arbitration;

"Notice of Adjudication" means any notice given by a Party to the other party or parties to the Dispute requiring reference of a Dispute to the Adjudicator in accordance with paragraph 8 of this Schedule 17 (Dispute Resolution Procedure). The Notice of Adjudication shall include:

- (1) the nature and a brief description of the Dispute;
- (2) details of where and when the Dispute arose; and
- (3) the nature of the redress which is sought.

"Referral Notice" means a notice referring a Dispute to the Adjudicator in accordance with paragraph 12 of this Schedule 17 (Dispute Resolution Procedure);

2. The Company and the Supplier shall follow the procedure set out in this Schedule 17 (Dispute Resolution Procedure) for the management and resolution of Disputes.
3. Subject to paragraph 8, any Dispute may in the first instance be referred in writing from the referring Party to the Senior Representatives by notice in writing to the other Party. The written notice from the referring Party shall give brief written particulars of the Dispute, the relief sought and the basis for claiming the relief sought (including the provisions of this Contract that are relevant to the Dispute). The written notice shall also identify the referring Party's Senior Representative.

4. Within fourteen (14) days of receipt of the notice pursuant to paragraph 3, the responding Party shall provide the referring Party with a brief written response. The response shall include identification of the responding Party's Senior Representative.
5. The Senior Representatives shall meet and try to reach agreement to resolve the Dispute referred to them pursuant to paragraph 3.
6. If the Senior Representatives are unable to, or fail to, reach agreement to resolve the Dispute within fourteen (14) days after the date of the response under paragraph 4, court proceedings shall not be commenced unless and until the Dispute has first been referred to adjudication (and an Adjudicator's decision has been obtained) in accordance with the procedure in paragraphs 8-30 and notice has been given in accordance with paragraph 28.
7. Each Party bears its own costs and expenses in relation to any reference of a Dispute to the Senior Representatives. Discussions amongst the Senior Representatives and any documents prepared or exchanged in relation to the reference of the Dispute to the Senior Representatives (including, for the avoidance of doubt, the notice under paragraph 3 and any response under paragraph 4) are without prejudice and the Parties shall not make use of or rely upon any without prejudice statements in any proceedings.
8. Notwithstanding the provisions of paragraphs 2 to 7 either Party may give notice at any time of its intention to refer a Dispute to adjudication under the procedure set out in paragraphs 8-30 by giving a Notice of Adjudication to the other parties to the Dispute.
9. Should either Party give a Notice of Adjudication then immediately thereafter the parties to the Dispute shall endeavour to agree upon a person whom they would consider suitable to act as the Adjudicator. In the event the parties to the Dispute fail to agree upon a suitable person who is able to act as the Adjudicator, the referring Party shall request the Nominating Authority to select a person to act as the Adjudicator.
10. Any person requested or selected to act as the Adjudicator in accordance with paragraph 9:
 - 10.1.1 shall be a natural person acting in their personal capacity; and

- 10.1.2 shall not be an employee of any of the parties to the Dispute, and shall declare any interest, financial or otherwise, in any matter relating to the Dispute.
11. The terms of remuneration of the Adjudicator shall be agreed between the parties to the Dispute and the Adjudicator with the object of securing the appointment of the Adjudicator within seven (7) days of the Notice of Adjudication. If any party to the Dispute (but not all parties to the Dispute) rejects the terms of the remuneration of the Adjudicator the same shall be settled (and binding upon the parties to the Dispute) by agreement between the Nominating Authority and the Adjudicator (provided that the level of the Adjudicator's remuneration does not exceed the level originally proposed to the parties to the Dispute by the Adjudicator). If all the parties to the Dispute reject the terms of remuneration proposed by an Adjudicator another person shall be selected as an Adjudicator in accordance with paragraph 9.
12. Where the Adjudicator has been selected in accordance with paragraph 9 the referring Party shall refer the Dispute in writing to the Adjudicator by the Referral Notice in accordance with paragraph 13 within seven (7) days of the date of the Notice of Adjudication or within two (2) days of the date of appointment of the Adjudicator, whichever is later. Upon receipt of the Referral Notice, the Adjudicator must inform every Party to the Dispute of the date that it was received.
13. The Referral Notice shall:
- 13.1.1 include the facts relied upon by the referring Party in support of its claim(s);
 - 13.1.2 include a statement of the contractual and/or other basis relied upon by the referring Party in support of its claim(s);
 - 13.1.3 include a calculation of the specific monetary amount (if any) that the referring Party is seeking to recover in relation to each and every claim that is the subject matter of the Dispute;
 - 13.1.4 be accompanied by copies of, or relevant extracts from, this Contract and such other documents on which the referring Party relies; and
 - 13.1.5 include the addresses of all Parties to the Dispute.

The referring Party shall send copies of the Referral Notice and the documents referred to in this paragraph 13 to the other Party at the same time as it sends them to the Adjudicator.

14. If a matter disputed by the Supplier under or in connection with a Subcontract is also a matter disputed under or in connection with this Contract, the Supplier may, with the consent of the Company, refer the Subcontract dispute to the Adjudicator at the same time as the main Contract referral. The Adjudicator shall then decide the disputes together and references to the parties for the purposes of the Dispute are interpreted as including the Subcontractor. The parties to the Dispute agree to consider and endeavour to agree in good faith any reasonable request by the Adjudicator for additional time to decide the main Contract and Subcontract disputes.

15. The parties to the Dispute may jointly terminate the Adjudicator's appointment at any time. In such circumstances, or:

15.1.1 if the Adjudicator fails to give notice of their decision within the period referred to in paragraph 18 and the parties to the Dispute do not jointly extend time for their decision to be made in accordance with paragraph 18, or

15.1.2 if the period referred to in paragraph 18 is extended in accordance with paragraph 19 or by agreement by the parties to the Dispute and the Adjudicator fails to give notice of their decision within such extended period, and the parties to the Dispute do not jointly extend time for their decision to be made in accordance with paragraph 18, or

15.1.3 if at any time the Adjudicator declines to act or is unable to act as a result of their death, disability, resignation or otherwise,

a person shall be appointed to replace the Adjudicator in accordance with the provisions of paragraph 9. In the event of the parties to the Dispute failing to jointly appoint a person willing and suitable to act as replacement Adjudicator within three (3) days, any party to the Dispute may apply to the Nominating Authority to appoint a replacement Adjudicator. In any case where an Adjudicator is appointed as a replacement pursuant to this paragraph 15, the parties to the Dispute shall each send to the replacement Adjudicator, as soon as reasonably practicable, copies of all documents supplied by them to the Adjudicator replaced.

16. The Nominating Authority and its employees and agents shall not be liable to any Party for any act or omission unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Nominating Authority shall be similarly protected from liability.
17. The Party not making the referral may send to the Adjudicator within fourteen (14) days of the date of the referral, with a copy to the other Party, a written statement of the contentions on which it relies and any materials it wishes the Adjudicator to consider.
18. The Adjudicator shall reach their decision and give notice of the decision to the parties to the Dispute within twenty eight (28) days of the date of receipt of the Referral Notice mentioned in paragraph 13, or such longer period as is agreed by the parties to the Dispute after the Dispute has been referred to them. Notice of the Adjudicator's decision (stating that it is given under this Schedule 17 (Dispute Resolution Procedure)) shall be in writing and shall include a summary of the Adjudicator's findings and a statement of the reasons for their decision.
19. The Adjudicator may extend the period of twenty eight (28) days referred to in paragraph 18 by up to fourteen (14) days, with the consent of the Party by whom the Dispute was referred.
20. The Adjudicator's decision shall be binding upon the parties to the Dispute and the Adjudicator unless and until the Dispute is finally determined by legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. The Adjudicator may on their own initiative or on the application of a Party correct their decision so as to remove a clerical or typographical error arising by accident or omission. Any correction of a decision must be made within five (5) days of the delivery of the decision to the parties to the Dispute. As soon as possible after correcting a decision in accordance with this paragraph, the Adjudicator must deliver a copy of the corrected decision to each of the Parties to this Contract. Any correction of a decision shall form part of the decision. The Adjudicator may in their decision allocate their remuneration and expenses between the Parties in accordance with paragraph 27 to this Schedule 17 (Dispute Resolution Procedure). If the Adjudicator's decision changes any payment which is due under this Contract, payment of the sum decided by the Adjudicator shall be due not later than seven (7) days from the date

of the decision or the date on which such payment is due in accordance with the provisions of this Contract, whichever is the later.

21. The Adjudicator:

21.1.1 shall act impartially and as an expert (not as an arbitrator) in the conduct of the reference and in reaching their decision;

21.1.2 shall consider any relevant information submitted to them by any of the parties to the Dispute and make available to the parties any information to be taken into account in reaching their decision provided in accordance with the procedure (if any) which the Adjudicator may decide;

21.1.3 shall reach their decision in accordance with the law applicable to this Contract;

21.1.4 may take the initiative in ascertaining the facts and the law in relation to the Dispute;

21.1.5 may, with the consent of the parties to the Dispute, seek legal or technical advice from consultants whose appointment by the Adjudicator (including terms of remuneration) is subject to the approval of the parties to the Dispute;

21.1.6 shall, where a translation of any document is required, decide by whom it should be provided in the event that the parties to the Dispute do not agree.

22. The Adjudicator shall decide in their discretion on the procedure to be followed in the adjudication. In particular they may, but are not obliged to:

22.1.1 convene meetings upon reasonable notice to the parties to the Dispute at which such parties and their representatives are entitled to be present;

22.1.2 submit lists of questions to the parties to the Dispute to be answered in such meetings or in writing within such reasonable time as they require;

22.1.3 require the parties to the Dispute to provide them with such information and other facilities as they reasonably require for the determination of the Dispute;

- 22.1.4 otherwise take such action and adopt such procedures as do not conflict with any of the provisions of this Contract and are reasonable and proper for the just, expeditious and economical determination of the Dispute; and
- 22.1.5 inspect any part of the Worksites, the Services or the facilities of any relevant Subcontractor.
23. The Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of their functions as an adjudicator unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Adjudicator shall be similarly protected from liability.
24. All meetings are private and save as required by law the Adjudicator and the Parties shall keep confidential the Dispute, all information of whatever nature provided to them by or on behalf of any Party and the Adjudicator's decision.
25. The Parties to a contract to which the Dispute relates shall continue to observe and perform all the obligations contained in such contract, notwithstanding any reference to the Adjudicator, and insofar as the same is consistent with any safety review procedures to which the parties to the Dispute are bound, give effect forthwith to the Adjudicator's decision in every respect unless and until as hereinafter provided the Dispute is finally determined by a court in any legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. Any party to the Dispute may apply to any appropriate court for enforcement of the Adjudicator's decision. Neither any form of enforcement of the Adjudicator's decision nor any form of challenge to the enforcement of the Adjudicator's decision nor any dispute arising out of or in connection with such enforcement or challenge are regarded and treated as a Dispute for the purposes of this Schedule 17 (Dispute Resolution Procedure).
26. After the giving of a Notice of Adjudication, the Parties may seek to agree how the Adjudicator allocates the costs and fees, excluding the Adjudicator's remuneration and expenses which are dealt with in paragraph 27 below, of the adjudication as between the Parties. If such an agreement is reached between the Parties, they shall notify the Adjudicator, who shall allocate costs and fees in accordance with such agreement. The Parties agree to be bound by the Adjudicator's allocation of costs and fees and to pay such costs and fees in accordance with the Adjudicator's

direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.

27. Subject to any agreement of the Parties, the Adjudicator shall allocate payment of their remuneration and expenses as between the Parties. Unless the Parties otherwise agree, the Adjudicator awards the payment of their remuneration and expenses on the general principle that costs should follow the event, except where it appears to the Adjudicator that in the circumstances this is not appropriate in relation to the whole or part of their remuneration or expenses. The Parties agree to be bound by the Adjudicator's allocation of payment of their remuneration and expenses and pay such remuneration and expenses in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.
28. All notices, written submissions and any other written communications between the parties to the Dispute and the Adjudicator shall either be delivered by hand, sent by email or sent by first class pre-paid post or recorded delivery (airmail if posted to or from a place outside the United Kingdom) and, in each case, copied simultaneously (delivered or sent as aforesaid) to the other Parties.
29. All information of whatever nature provided to the Adjudicator by any party to the Dispute shall be copied to the other parties simultaneously.
30. If any party to a Dispute is dissatisfied with the Adjudicator's decision on that Dispute, that party may commence court proceedings for the final determination of the Dispute.

SCHEDULE 18
Mobilisation

Schedule 18**Mobilisation****1. Mobilisation Plan**

- 1.1 The Supplier shall within ten (10) days of the Commencement Date prepare and submit for review and approval by the Company's Representative, a Mobilisation Plan for the Services substantially in the form attached at Appendix 1 to this Schedule 18 (Mobilisation) and shall thereafter update the Mobilisation Plan as and when requested to do so by the Company.
- 1.2 The Mobilisation Plan shall detail the Supplier's proposals for the mobilisation aspects of the Services, including but not limited to transfer of staff from the Current Service Provider, any recruitment of additional Supplier Personnel, provision of PPE and Tools of the Trade, provision of vehicles and establishment of storage facilities.
- 1.3 In order to support the seamless mobilisation of the Services the Supplier shall, from the Commencement Date, undertake all necessary actions in connection with the mobilisation of the Services, including but not limited to the following:
- (A) providing all necessary resource, including Supplier Personnel to enable timely mobilisation;
 - (B) identifying its mobilisation team and mobilisation manager, and providing details of such team and manager to the Company in writing as soon as reasonably practicable following the Commencement Date;
 - (C) procuring that its mobilisation team attend Company chaired mobilisation/transition meetings;
 - (D) keeping the Company's Representative fully informed on the progress of the mobilisation;
 - (E) complying with all reasonable instructions of the Company in connection with the mobilisation;
 - (F) establishing and integrating any IT systems to be used by the Supplier in providing the Services (in particular accounting systems to be used to record the information required to calculate the Periodic Services Price in accordance with the requirements of the Contract);

- (G) preparing procurement plans and establishing its supply chain for all resources provided by the Supplier; and
 - (H) preparing the Contract Management Plan in accordance with paragraph 2 below.
- 1.4 The Supplier shall liaise as necessary with the Current Service Provider in order to facilitate an orderly transfer and mobilisation of the Services.
- 1.5 In the event that the Supplier considers that there is likely to be a delay in carrying out any of the activities contained within the Mobilisation Plan, it shall:
 - (A) immediately notify the Company, identify the reasons for such delay and provide its proposals as to how it will mitigate the impacts of any such delay to the Company for review and approval; and
 - (B) comply with any such proposals as are approved by the Company.
- 1.6 In the event that the Company considers that there is likely to be a delay in the Supplier carrying out any of the activities contained within the Mobilisation Plan, it shall notify the Supplier in writing and, within one (1) Working Day of such notification, the Supplier shall:
 - (A) identify the reasons for such delay and provide its proposals as to how it will mitigate the impacts of any such delay to the Company for review and approval; and
 - (B) comply with any such proposals as are approved by the Company.
- 1.7 Any failure by the Supplier to comply with its obligations under paragraphs 1.5 or 1.6 shall be a breach of this Contract which the Company may treat as a Level 1 Non-Conformance for the purposes of Schedule 9 (Performance Measurement).
- 2. **Contract Management Plan**
- 2.1 The Supplier shall, no later than four (4) weeks prior to the end of the Mobilisation Period, prepare and submit for review and approval by the Company's Representative, a contract management plan setting out the project control processes it proposes to put in place to support the delivery of the Services and ensure compliance with the requirements of Schedule 2 (Payment), Schedule 13 (Contract Management) and Schedule 14 (Project Processes).

2.2 The Supplier shall thereafter maintain and update the Contract Management Plan detailing the agreed processes for the administration of the Contract. The Contract Management Plan shall as a minimum cover the following subject areas:

- (A) schedule of contract administration meetings;
- (B) agendas, terms of reference and required attendees for contract administration meetings;
- (C) relationship management;
- (D) safety leadership;
- (E) performance management (KPI data collection);
- (F) financial reporting;
- (G) accounting and audit processes in respect of the calculation of the Periodic Services Price; and
- (H) final accounting process for each Budget Period.

SCHEDULE 18 - APPENDIX 1: MOBILISATION PLAN

The document labelled 'Schedule 18 – Appendix 1 - Mobilisation Plan ET Edits v2' which is appended to the email from Tom Sutcliffe at the Company to James Pitcher at the Supplier on 25 June 2025 at 9.18am.