

Agreement Reference Number: TfL 90699
Outline Agreement Number: 4600003633

Date: 28 January 2014

**Framework Agreement
for the Provision of Event Services**

between

Transport for London

and

Bliss Event

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THIS AGREEMENT is made the 14 day of February 20[14]

BETWEEN:

- (1) Transport for London, a statutory corporation whose principal office is at Windsor House, 42-50 Victoria Street, London, SW1H 0TL] (“**the Contracting Authority**”); and
- (2) Bliss Events, a company registered in England and Wales (Company Registration Number 6071666) whose registered office is at 21 George St, Bedford MK40 0LU (“**the Service Provider**”).

RECITALS:

- A. The Parties wish to enter into a framework agreement which will enable the Authority, from time to time, to enter into a Call-Off Contract or a series of Call-Off Contracts with the Service Provider for some or all of the Services of the type described in Schedule 2.
- B. The terms and conditions of this Agreement shall apply to the Services to be provided by the Service Provider under any Call-Off Contract.
- C. This framework agreement can be utilised by the Authority or any other member of the TfL Group or the GLA Group.
- D. The terms and conditions of this Agreement provide that the Authority and any other member of the TfL Group or the GLA Group may, if the Service Provider so agrees, contract with the Service Provider on the terms set out in this Agreement.

THE PARTIES AGREE THAT:

In consideration of the payment by the Authority to the Service Provider of £1.00 (the receipt and sufficiency of which is acknowledged by the Service Provider) and the mutual promises and covenants set out in this Agreement, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

In the Agreement (including the Recitals):

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

“**Agreed Period**” the period of time during which the Service Provider is permitted to access

	Trafalgar Square in relation to an Event, as set out in writing by the Authority;
“Agreement”	this framework agreement, including the Schedules and all other documents referred to in this Agreement;
“Agreement Commencement Date”	the date for commencement of this Agreement as set out in Schedule 1;
“Agreement Reference Number”	the reference number for this Agreement as set out in Schedule 1;
“Authority”	the Contracting Authority, or any member of the TfL Group or the GLA Group utilising this Agreement
“Authority Account Details”	Details of the Authority’s relevant account code and cost centre in relation to each Call-Off Contract, as set out in Attachment 1 to the Call-Off Contract;
“Authority Assets”	any assets (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the TfL Group or GLA Group;
“Authority Intellectual Property”	Intellectual Property Rights belonging either in law or equity to the Authority or any member of the TfL Group or GLA Group;
“Authority Premises”	any land or premises (including temporary buildings) owned or occupied by or on behalf of the Authority;
“Business Day”	any day excluding Saturdays, Sundays or public or bank holidays in England;
“Call-Off Contract”	a call-off contract in the form set out in Schedule 5 that has been executed by the Service Provider and the Authority, which incorporates this Agreement and includes any attachments and any documents expressly referred to in that Call-Off Contract;

“Call-Off Contract Number”	the reference number for a Call-Off Contract, as specified in the Call-Off Contract;
“Call-Off Co-ordinator”	the person named as such in a Call-Off Contract or such other person as notified to the Service Provider by the Authority;
“Call-Off Term”	the duration of a Call-Off Contract, as set out in the Call-Off Contract;
“Charges”	the charges payable by the Authority, in consideration of the due performance of the Services, as specified in Schedule 3 or calculated in accordance with a Call-Off Contract;
“Condition Survey”	a walk through of the Permitted Area, for the purpose of assessing the condition of the Permitted Area, including photographing and noting any loss or damage, carried out in conjunction with the GLA’s Trafalgar Square Agent;
“Confidential Information”	all information (whether written or oral) that by its nature may reasonably be regarded as confidential to the Authority or any member of the TfL Group or GLA Group (whether commercial, financial, technical or otherwise) including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority or any member of the TfL Group or GLA Group;
“Contract Information”	<ul style="list-style-type: none"> (i) the Agreement and any Call-Off Contract in their entirety (including from time to time agreed changes to the Agreement or to any Call-Off Contract); and (ii) data extracted from the invoices submitted pursuant to Clause 10 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure

account code description, the document number, the clearing date and the invoice amount;

“Core Budget”

means the minimum budget to be provided by the GLA for each Event as set out in each Request Form;

“Crowd Management and Stewarding Plan”

the plan setting out the details of how security and/or crowd management and/or crowd safety will be managed at an Event, taking into consideration the complexity, risk and scale of the Event (as amended and updated from time to time by agreement with the Authority);

“Diversity & Equality Management Plan”

the plan setting out the strategies, tactics and measures to effectively manage diversity, access and inclusion within the Event (as amended and updated from time to time by agreement with the Authority);

“Event”

any event in respect of which the Service Provider agrees to provide Services under this Agreement and any Call-Off Contract;

“Event Management Plan”

the detailed plan setting out all matters relating to each Event compiled by the Service Provider (as amended and updated from time to time by agreement with the Authority) which shall contain (without limitation):

- (i) technical information, including site layout, with any temporary structures and emergency egress points;
- (ii) specific detailed information identifying all activities to be carried out leading up to, during and after the Event;
- (iii) all matters required by any other party in relation to the use of the venue for the Event;
- (iv) all matters required pursuant to the Event Safety Guide written by

the Health and Safety Executive (the "Purple Guide");

- (v) specific details of all activities (including, without limitation, entertainment as part of a stage programme, event content or installation) to be carried out on the day of the Event;
- (vi) detailed schedules of all activities;
- (vii) health and safety management plan including Crowd Management and Stewarding Plan, Traffic Management Plan and Full Event Specific Risk Assessment;
- (viii) Emergency and Evacuation Procedures, including communications;
- (ix) Waste Management Plan;
- (x) provision and storage of electrical generators and liquefied petroleum gas cylinders, where used;
- (xi) provision of fire fighting equipment;
- (xii) full details of any sub-contractor engaged/to be engaged in or about the provision of the Services and confirmation of their engagement including (without limitation) any specialist providers/suppliers of fireworks, pyrotechnics and lighting; and
- (xiii) all other information reasonably requested by the Authority to enable it to ensure that the Service Provider is complying fully with its obligations pursuant to this Agreement and/or any Call-Off Contract;

"Force Majeure Event"

any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire,

earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event (“**Affected Party**”) to perform its obligations in accordance with the terms of this Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

“Full Event Specific Risk Assessment”

the assessment document which contains an assessment of risks and hazards to employees, volunteers, participants and the public relating to the Event and identifies measures to monitor, reduce and control these;

“GLA”

the Greater London Authority, established under the Greater London Authority Act 1999;

“GLA Budget”

for each Event, the Core Budget together with any additional monies made available by the GLA or secured by the GLA and paid to the Service Provider under a Call-Off Contract;

“GLA Group”

the GLA and all of its Functional Bodies as defined in section 424 of the Greater London Authority Act 1999;

“Holding Company”

any company which from time to time directly or indirectly controls the Service Provider where “control” is as defined in section 1159(1) of the Companies Act 2006 ;

“Insolvency Event”

any of the following:

- (a) the Service Provider and/or its Holding Company making any voluntary arrangement with its creditors or becoming subject to an

administration order;

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

“Intellectual Property Rights”

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

in the United Kingdom and anywhere else in the world;

“Key Personnel”

the Service Provider’s key personnel named as such in Schedule 1 or any Call-Off Contract;

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, damages, claims, demands, proceedings and judgments but excluding indirect or consequential loss, loss of profits, loss of business and like loss;

“Milestone”

an event which is the completion of one or more of the specified activities as may be set out in the Project Plan or a Payment Schedule;

“Mini-Competition”

a competitive process which the Authority may from time to time utilise to select a service provider to carry out Services from time to time;

“Parties”

the Authority and the Service Provider (including their successors and permitted assignees) and **“Party”** shall mean either of them as the case may be;

“Payment Schedule”

a schedule which sets out interim stage payments to be paid to the Service Provider for the Services, incurred against the milestones as specified by the Authority;

“Permitted Area”

the area of Trafalgar Square which the GLA has given the Service Provider permission in writing to use for an Event;

“Production Schedule”

the schedule detailing all tasks and actions to be completed regarding the operation of an Event in the days preceding, during and following the Event, categorised by date and time;

“Project Plan”

the plan set out in a Call-Off Contract in relation to the performance and timing of

	the Services under a Call-Off Contract which may include Milestones;
“Procurement Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Proposal”	the Service Provider’s offer to provide Services in response to a Request Form;
“Request Form”	a document produced by the Authority pursuant to Clause 4, setting out its request for a Proposal, which document shall be in the form set out in Schedule 4 or in such other form as may be notified to the Service Provider by the Authority from time to time;
“Required Date”	the date or dates on or by which each Milestone is required to be completed as set out in the Project Plan or, in the absence of any Milestones, the date or dates on or by which the Services are required to be provided as set out in the Project Plan;
“Service Provider’s Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under any Call-Off Contract;
“Service Provider’s Manager”	the person named in Schedule 1 or such other person as is notified to the Authority by the Service Provider;
“Service Provider’s Personnel”	all such persons including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”	(a) all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider

under a Call-Off Contract as detailed in such Call-Off Contract including any variations to such services and/or activities [pursuant to Clause 49]; and

(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services;

“Specification”

the specification and other requirements set out in Attachment 1 of the Call-Off Contract;

“Sustainability Management Plan”

the plan setting out the strategies, tactics and measures to effectively manage sustainability and deliver sustainable solutions appropriate for the Event, as set out in the Request Form;

“Term”

the period during which this Agreement continues in force as set out in Schedule 1;

“TfL”

Transport for London, a statutory corporation established under the Greater London Authority Act 1999;

“TfL Group”

TfL and all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together with Cross London Rail Links Limited (company number 04212657)];

“Trafalgar Square Agent”

the person nominated by the GLA to act on its behalf in relation to the use of Trafalgar Square, as notified to the Service Provider;

“Traffic Management Plan”

a plan which sets out measures to be taken by the Service Provider, and approved by the Authority, to manage traffic, transport and road closures as required for the Event;

“Traffic Manager”

TfL’s traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;

“Transparency Commitment” means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Authority is committed to publishing its contracts, tender documents and data from invoices received; and

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

- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of this Agreement;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of this Agreement;
- 1.5 headings are included in the Agreement for ease of reference only and do not affect the interpretation or construction of the Agreement;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Agreement and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
 - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence;
 - 1.7.2 the conflict is with a provision in Attachment 3 to Schedule 5 (Special Conditions of Call-Off), in which case the provisions in Attachment 3 shall prevail;
- 1.8 except as otherwise expressly provided in any Call-Off Contract, and subject to Clause 1.7, if there is any inconsistency between any of these Clauses, the Schedules, any Call-Off Contract or any other document

referred to in or incorporated into this Agreement or any Call-Off Contract, the order of priority for the purposes of construction is:

- 1.8.1 each Call-Off Contract;
 - 1.8.2 these Clauses;
 - 1.8.3 the Schedules;
 - 1.8.4 any other document referred to in or incorporated by reference into this Agreement or any Call-Off Contract;
- 1.9 the Schedules form part of the Agreement and will have the same force and effect as if expressly set out in the body of the Agreement;
- 1.10 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.11 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. FRAMEWORK AGREEMENT

- 2.1 The purpose of this Agreement is to:
- 2.1.1 provide a mechanism whereby the Parties may enter into Call-Off Contracts;
 - 2.1.2 provide the framework to administer each Call-Off Contract; and
 - 2.1.3 set out the obligations of the Parties.
- 2.2 The Services that may be requested by the Authority and provided by the Service Provider are of the type described in Schedule 2 or as more particularly described in each Call-Off Contract. The Authority’s requirements may vary and this Agreement (subject to clause 4.3) shall not place the Authority under any obligation to procure the Services from the Service Provider at a particular time or at all. This Agreement is not an exclusive arrangement and nothing in this Agreement shall operate to prevent the Authority from engaging any other organisations or persons to provide services similar to or the same as the Services.
- 2.3 Clause 4 sets out the procedure by which the Parties may enter into a Call-Off Contract. Each Call-Off Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement.
- 2.4 The Service Provider shall commence provision of the relevant Services in accordance with the Call-Off Contract. The Service Provider must not commence any Services without an agreed Call-Off Contract.

- 2.5 All Charges in respect of a Call-Off Contract shall be set out in the Call-Off Contract and shall not exceed the charges set out in Schedule 3.

3. TERM OF AGREEMENT AND CALL-OFF CONTRACTS

- 3.1 This Agreement (but not a Call-Off Contract) commences on the Agreement Commencement Date and continues in force for the Term unless terminated earlier, either in whole or in part, in accordance with this Agreement.
- 3.2 Each Call-Off Term shall be set out in the Call-Off Contract. Unless stated otherwise in a Call-Off Contract, the Call-Off Term and the Services provided pursuant to a Call-Off Contract may extend beyond the termination or expiry of this Agreement, in which case the provisions of this Agreement shall survive such expiry or termination to the extent that such provisions are relevant to any such Call-Off Contract.
- 3.3 A Call-Off Contract may expire or be terminated in accordance with its terms or Clause 45 but such expiry or termination shall not, in and of itself, give rise to an expiry or termination of any other Call-Off Contract or this Agreement.

4. CALL-OFF PROCEDURE

- 4.1 At any time during the duration of this Agreement, the Authority may identify Services which at its sole discretion it wishes to let under the terms of this Agreement.
- 4.2 Where the Authority undertakes a Mini-Competition it will issue to those Service Providers on the framework that are the subject of this Agreement, that it assesses in its sole discretion are capable of providing the Services to the Authority's satisfaction, a Request Form substantially in the form set out in Schedule 4, specifying the Services to be provided. In the event that the Service Provider receives such a Request Form:
- 4.2.1 the Service Provider shall promptly immediately confirm receipt of such Request Form;
- 4.2.2 the Service Provider shall respond to a Request Form by completing a Proposal as an offer capable of acceptance or by notifying the Authority in writing that it does not intend to submit a Proposal. The Service Provider shall respond to the Authority by the date specified in the Request Form or, if no such date is specified, within 10 Business Days of receiving the Request Form, or by such other date as may be agreed with the Call-Off Co-ordinator. A Proposal must remain valid for at least 90 Business Days from the date it is submitted to the Authority; and

- 4.2.3 the Authority will award the Call-Off Contract to the Proposal that is the most economically advantageous with reference to the assessment criteria set out in the Request Form as they relate to the Service(s) in question.
- 4.3 Each Call-Off Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement, as may have been amended in such Call-Off Contract and such documentation shall together form a separate agreement between the Parties.
- 4.4 A Request Form and anything prepared or discussed by the Authority shall constitute an invitation to treat and shall not constitute an offer capable of acceptance by the Service Provider. The Authority shall not be obliged to consider or accept any Proposal submitted by the Service Provider.
- 4.5 A draft Call-Off Contract shall only become a Call-Off Contract upon execution of the draft Call-Off Contract by the Authority.
- 4.6 The Authority is not obliged to approve or sign any Call-Off Contract.
- 4.7 Unless otherwise expressly agreed in writing with the Authority, the Service Provider shall not be entitled to charge under this Agreement for any work involved in any receipt and/or confirmation of any Request Form, and/or any response to any Request Form as contemplated in this Clause 4.

5. THE SERVICES

- 5.1 The Service Provider:
 - 5.1.1 shall provide the Services specified in a Call-Off Contract to the Authority in accordance with this Agreement and the terms of the Call-Off Contract;
 - 5.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Call-Off Contract; and
 - 5.1.3 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services under any Call-Off Contract.
- 5.2 Notwithstanding anything to the contrary in this Agreement, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of this Agreement or Call-Off Contract.
- 5.3 The Service Provider shall provide the Services under each Call-Off Contract:

- 5.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
- 5.3.2 in conformance in all respects with the relevant Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;
- 5.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
- 5.3.4 in compliance with and ensuring that all Service Provider's Personnel comply with:

- 5.3.4.1 all relevant legislation, regulations and guidance (including but not limited to the Data Protection Act 1998, Health & Safety at Work Act 1974, Management of Health and Safety at Work Regulations 1992, Health and Safety Executive (HSE) Event Safety Guidance ('The Purple Guide'), Equal Opportunities legislation, the Equality Act 2010, codes of practice, commission guidance and any other requirements of any relevant government or governmental agency and, to the extent that such regulations are advisory, compliance with which is advisable but not mandatory, the minimum compliance to be achieved by the Service Provider should be the best practice in the relevant industry;

- 5.3.4.2 all relevant codes and sound restrictions imposed by the applicable authorities having jurisdiction over the venue and or site(s) where the Events are to be held;

- 5.3.4.3 all food hygiene requirements for the distribution or sale of food under the Food Safety Act 1990 and other relevant statutory provisions, including all requirements of the relevant London Borough Licensing and Environmental Health officers where the Event is taking place; and

- 5.3.4.4 any reasonable instructions and guidelines issued by the Authority from time to time.

5.4 The Service Provider hereby agrees in relation to each Call-Off Contract:

- 5.4.1 to, if the Construction Design and Management Regulations 2007 apply to the provision of the Services, become the "client" for the purpose of the regulations and (if required by the Authority) serve a notice at the Health and Safety Executive to that effect upon receiving written notice from the Authority;

- 5.4.2 to erect such advertising boards and banners as the Authority shall require;
 - 5.4.3 to carry out a Full Event Specific Risk Assessment of each Event as soon as practicable after the issue of the Call-Off Contract relating to that Event and to update such assessments on a timely and regular basis providing the Authority with copies of the same;
 - 5.4.4 to inform the Authority promptly, giving details of the circumstances, reasons and likely duration, in the event that the Service Provider becomes aware of anything of whatsoever nature, whether or not such event is the result of any act or omission on the part of the Service Provider or the Service Provider's Personnel, which may prevent the Service Provider fulfilling its obligations in accordance with this Agreement and any Call-Off Contracts;
 - 5.4.5 to produce and deliver a copy of the Event Management Plan for each Event (which for the avoidance of doubt shall include those matters required by the Authority and shall be prepared in accordance with recognised best industry practice) to the Authority by a date to be agreed between the parties and set out in the Call-Off Contract; and
 - 5.4.6 to act in accordance with the Event Management Plan for each Event, which shall be provided and developed in accordance with the time-scales set out in the relevant Specification.
- 5.5 The Authority may request the Service Provider to revise an Event Management Plan at the Authority's absolute discretion, to ensure that it complies with statutory obligations, to reflect any developments, alterations or requirements of an appropriate authority, or to reflect the Authority's aspirations for the Event.
- 5.6 Each party shall use its reasonable endeavours to identify all consents, certificates, clearances, licenses, permissions, authorisations, approvals, permits and waivers necessary for the fulfilment of its obligations under this Agreement including licences and consents relating to (without limitation) the sale of alcohol and the Intellectual Property Rights of third parties and, unless the Authority otherwise agrees, the Service Provider shall use its best endeavours to obtain the same.
- 5.7 The Authority shall in no circumstance have liability for Losses of the Service Provider or for any liability of the Service Provider to any other person for any such economic, indirect or consequential loss nor for any claim for damages or awards howsoever arising except for Losses arising out of any act or omission of the Authority including without limitation its employees, officers, suppliers, sub-contractors and agents.

6 USE OF TRAFALGAR SQUARE

- 6.1 Where the venue for the Event is Trafalgar Square, the Service Provider agrees to comply fully with the Trafalgar Square bye-laws, Trafalgar Square licence conditions, and Trafalgar Square fabric protection guidelines, provisions set out in Schedule 7.
- 6.2 In the event of conflict between the conditions set out in Schedule 7 and the terms of this Agreement, the terms of this Agreement shall prevail.
- 6.3 Furthermore the Service Provider agrees that:
- 6.3.1 at the commencement of the Agreed Period, the Service Provider shall carry out a Condition Survey of the Permitted Area. Within [] days of the expiry or termination of the Agreed Period the Service Provider will carry out a further Condition Survey of the Permitted Area.
- 6.3.2 if any loss or damage to Trafalgar Square occurs as a result of or in connection with the Event (including but not limited to graffiti on Trafalgar Square), as identified as a result of the Condition Survey required to be carried out under this Clause 6 or otherwise, the Service Provider must immediately report this to the Authority and the Service Provider will be liable to fully compensate the Authority to make good any damage. For the avoidance of doubt, the Service Provider shall not be liable to the Authority unless and to the extent damage occurs as a result of the Service Provider's breach or breach by the Service Provider's Personnel or those persons or parties the Service Provider is obliged to manage and control in accordance with this Agreement and/or any Call-Off Contract.
- 6.3.3 the Service Provider and the Service Provider's Personnel shall not obstruct any free passage which is provided to maintain safe working conditions before, during or after the Event, other than as identified in the site plan;
- 6.3.4 The Service Provider shall not erect or cause to be erected any structure or staging on any Grade 1 listed historic monument in Trafalgar Square. For the avoidance of doubt, such monuments include Nelson's column and its plinth,, the bronze lion group and their plinths and the steps leading to Nelson's Column.
- 6.3.5 The Service Provider shall use load spreading plates for any lifting operation and trackway for any vehicle movements around Trafalgar square including fork lift trucks.
- 6.3.6 the Service Provider and the Service Provider's Personnel shall not damage, deface, interfere with or climb on any built structure forming the fabric of Trafalgar Square and shall not, without the express permission of the Authority, attach any article to any built structure forming the fabric of Trafalgar Square and the Service Provider shall ensure that the fabric is protected with regards to all

vehicles, infrastructure and barriers put in place for the Event. The Service Provider shall ensure that all of the Service Provider's Personnel are aware of these requirements; and

6.3.7 the Service Provider shall ensure that any vehicle, including any catering vehicle, that is permitted on Trafalgar Square shall have drip trays to avoid oil markings and the Service Provider will indemnify the Authority for all costs of removal of oil marks, fuel spillages or any other staining caused by the Service Provider or the Service Provider's Personnel.

6.4 The Service Provider agrees to observe the terms and conditions of any other venue hosting the Event. Insofar as the Service Provider breaches the terms and conditions, licence, bye-laws or other duty imposed on the Service Provider by law in relation to the Event, resulting in a claim being brought against the Authority, the Service Provider shall be liable for any Losses incurred or paid by the Authority as a direct result of any such claim.

7. SUSPENSION OF SERVICES

7.1 The Service Provider shall on the written instruction of the Authority suspend the whole of the Services or any part thereof and shall take all measures necessary to protect and secure the same without prejudice to any of the Authority's rights under this Agreement and/or any Call-Off Contract.

7.2 Following suspension, the Authority may at any time by written notice to the Service Provider authorise the Service Provider to resume all or any part of the suspended Services and the Service Provider shall, on being given such notice, promptly resume performance of the Services or part thereof in accordance with the terms of the notice. The Authority shall pay the Service Provider costs properly incurred by the Service Provider which arise directly as a result of suspension and/or resuming Service pursuant to this clause 7.

8. STEP-IN

8.1 If the Authority reasonably believes that it needs to take action in connection with the Services:

8.1.1 because a serious risk exists to the health or safety of persons or property or to the environment;

8.1.2 to discharge a statutory duty; and/or

8.1.3 to ensure successful completion of the Services or any part of the Services,

then the following provisions shall apply:

- 8.2 The Authority shall notify the Service Provider in writing of the following:
- 8.2.1 the action it wishes to take;
 - 8.2.2 the reason for such action;
 - 8.2.3 the date it wishes to commence such action;
 - 8.2.4 the time period which it believes will be necessary for such action; and
 - 8.2.5 to the extent practicable, the effect on the Service Provider and its obligations to provide the Services during the period such action is being taken.
- 8.3 Following service of such notice, the Authority or a third party appointed by the Authority for this purpose shall take such action as is notified under these provisions and any consequential additional action as the Authority reasonably believes is necessary (the “**Required Action**”) and the Service Provider shall give all reasonable assistance to the Authority or such third party while it is taking such the Required Action (such assistance to be at the expense of the Authority).
- 8.4 For so long as and to the extent that the Required Action is taken, and this prevents the Service Provider from providing any part of the Service, the Service Provider shall be relieved from its obligations to provide such part of the Service and the Authority shall not be liable to pay Charges for such part of the Service (except to the extent that the Authority shall pay the Service Provider for the assistance it provides in accordance with Clause 8.3).

9. CHARGES

- 9.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 10 and, in consideration of and subject to the due performance of the Services by the Service Provider, the Authority shall pay the Service Provider the Charges in accordance with those procedures and any other terms and conditions of the Call-Off Contract.
- 9.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in a Call-Off Contract or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.
- 9.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

10. PAYMENT PROCEDURES AND APPROVALS

- 10.1 If the Authority is TfL or any member of the TfL Group, this Clause 10.1 shall apply:
- 10.1.1 The Service Provider shall invoice the Authority in respect of the Charges:
- 10.1.1.1 monthly in arrears during the Call-Off Term; or
- 10.1.1.2 at such dates or at the end of such other periods as may be specified in the Call-Off Contract; or
- 10.1.1.3 if specified in a Call-Off Contract, on completion of each Milestone. It is a condition precedent of the submission of an invoice on completion of a Milestone that all preceding Milestones specified in the relevant Project Plan have been completed.
- 10.1.2 The Service Provider shall submit invoices to the address set out in each Call-Off Contract and each such invoice shall contain all information required by the Authority including the Agreement Reference Number, Call-Off Contract Number, SAP order number, the Authority Account Details, the Service Provider's name and address, a separate calculation of VAT and a brief description of the Services provided. Invoices shall be clear, concise, accurate and adequately descriptive, to avoid delays in processing subsequent payment.
- 10.1.3 In the event of a variation to the Services in accordance with Clause 49 of this Agreement or the Call-Off Contract that involves the payment of additional Charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoice.
- 10.1.4 If the Authority considers that the Charges claimed by the Service Provider in any invoice have under the Call-Off Contract:
- 10.1.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System ("BACS")) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in the Call-Off Contract; or
- 10.1.4.2 not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a

revised invoice to the Authority. If the error or inadequacy relates to part of the Charges claimed in any invoice, the Authority shall approve and pay the undisputed part as set out in clause 10.1.4.1.

10.2 If the Authority is the GLA or any member of the GLA Group, this Clause 10.2 shall apply:

10.2.1 Subject to the relevant provisions of Clause 49, the maximum amount that the GLA shall be obliged to pay for the Services in relation to each Event under any Call-Off Contract is the relevant GLA Budget for that Event.

10.2.2 In relation to each Event, if specified in a Call-Off Contract, payments of the relevant GLA Budget may be made to the Service Provider in instalments in accordance with a Payment Schedule before completion of the Services on production of invoices by the Service Provider for sums necessarily incurred in carrying out the Services and as set against the agreed Milestones agreed between the parties and set out in the relevant Project Plan or Payment Schedule. Such invoices shall be accompanied by management accounts dated up to the date of the relevant invoice showing the expenditure breakdown, actual expenditure incurred and the balance yet to be paid to the Service Provider from the GLA Budget for the relevant Event. The GLA reserves the right to request supporting documentation including copies of invoices from the Service Provider's suppliers and sub-contractors engaged in relation to the provision of the Services. If such sums would or might cause the GLA Budget for the relevant Event to be exceeded then the GLA shall not pay such invoices.

10.2.3 In relation to each Event, the GLA shall retain at least ten per cent (10%) of the relevant GLA Budget until the completion of the Services in relation to the relevant Event. Any retention percentages greater than 10% shall be set out in the Call-Off Contract. Upon the satisfactory completion of the Services and production of supporting documentation by the Service Provider at the discretion of the GLA, acting reasonably, the GLA shall pay the ten per cent (10%) (or greater percentage set out in the Call-Off Contract) retainer together with any further balance remaining in the GLA Budget (if any).. If any dispute arises in relation to payment under this Clause 10.2 then such dispute shall be subject to Clause 44.

10.2.4 Unless otherwise expressly provided in this Agreement or agreed by the parties in writing, all accounts submitted by the Service Provider shall be paid by the GLA within a period of thirty (30) days following their submission to the GLA.

10.3 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Procurement Manager or Call-Off Co-ordinator (whether related to payment or otherwise) shall:

10.3.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under this Agreement or a Call-Off Contract; or

10.3.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 35, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt under this Agreement or a Call-Off Contract.

11. WARRANTIES AND OBLIGATIONS

11.1 Without prejudice to any other warranties expressed elsewhere in this Agreement or implied by law, the Service Provider warrants, represents and undertakes that:

11.1.1 the Service Provider:

11.1.1.1 has full capacity and authority and has or will apply for all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Agreement and any Call-Off Contract; and

11.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

11.1.1.3 is entering into this Agreement and any Call-Off Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;

11.1.2 the Agreement and Call-Off Contract are executed by a duly authorised representative of the Service Provider;

11.1.3 the Service Provider shall provide the Services:

- 11.1.3.1 in accordance with the Call-Off Contract and the terms of this Agreement and with all due skill, care and diligence as may be expected of appropriately qualified and experienced persons (of a professional level if appropriate) with appropriate skill and experience in providing services of a similar scope, type, nature and complexity to the Services; and
 - 11.1.3.2 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner;
 - 11.1.4 all materials, equipment and goods under the Call-Off Contract or supplied by the Service Provider shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the requirements specified in the Call-Off Contract; and
 - 11.1.5 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Call-Off Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 11.2 Each warranty and obligation in this Clause 11 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of this Agreement.

12. CONTRACTUAL MANAGEMENT

- 12.1 The Authority authorises the Procurement Manager to act as the Authority's representative for all purposes of this Agreement and the Service Provider shall deal with the Procurement Manager (or his or her nominated representative) in relation to all matters arising under this Agreement, unless otherwise notified by the Authority.
- 12.2 The Authority will appoint a Call-Off Co-ordinator in respect of each Call-Off Contract to act as the Authority's representative for all purposes of that Call-Off Contract and the Service Provider shall deal with the Call-Off Co-ordinator in relation to all matters arising under that Call-Off Contract, unless otherwise notified by the Authority.
- 12.3 The Service Provider's Manager shall act as the Service Provider's representative for all purposes of this Agreement. In respect of each Call-Off Contract, the Service Provider shall provide the Key Personnel. The Service Provider shall procure that the Service Provider's Manager shall:
- 12.3.1 diligently supervise the performance of the Services;

- 12.3.2 attend all contract meetings as reasonably requested by the Authority (the location, frequency and time of which shall be specified by the Authority); and
- 12.3.3 be available to the Authority to resolve any issues arising in connection with this Agreement or Call-Off Contract at such time periods as are specified in the Call-Off Contract.
- 12.4 The Service Provider may only make any changes to the Service Provider's Manager or Key Personnel (except in the event of sickness, incapacity or resignation) with the prior consent of the Authority (which shall not be unreasonably withheld).
- 12.5 No act of or omission by or approval from either the Authority, the Procurement Manager, or any Call-Off Co-ordinator in performing any of their respective duties under or in connection with this Agreement or Call-Off Contract shall in any way operate to relieve the Service Provider of any of its duties, responsibilities, obligations or liabilities under this Agreement and the Call-Off Contract. This provision does not apply to approvals, consents, sign-offs or similar permissions which the Service Provider is required to obtain from the Authority, the Procurement Manager or any Call-Off Co-ordinator in order to provide or proceed to any further stage of providing the Services or any part of them under a Call-Off Contract.

13. SERVICE PROVIDER'S PERSONNEL

- 13.1 Nothing in this Agreement or any Call-Off Contract will render any of the Service Provider's Personnel an employee, agent or partner of the Authority or of any member of the TfL Group or GLA Group by virtue of the provision of the Services by the Service Provider under this Agreement or a Call-Off Contract and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.
- 13.2 The Service Provider shall:
 - 13.2.1 provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Call-Off Contract;
 - 13.2.2 ensure that all of the Service Provider's Personnel are appropriately qualified and experienced to undertake their tasks, use professional skill and care of the highest standard in the provision of the Services to be supplied in a professional and competent manner and are fully supervised at all times; and
 - 13.2.3 provide the Service Provider's Personnel with such training as is appropriate and necessary to enable them to perform the Services properly in accordance with the provisions of this Agreement.

- 13.3 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to such Service Provider's Personnel to any Authority Premises if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by a Call-Off Contract and/or are otherwise incompetent, negligent, and/or guilty of misconduct and/or who could be a danger to any person and shall notify the Service Provider of such denial in writing; the Service Provider shall immediately remove such Service Provider's Personnel from performing the Services and provide a suitable replacement (with the Call-Off Co-ordinator's prior consent in the case of Key Personnel).
- 13.4 The Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses (on a full indemnity basis) which the Authority or any member of the TfL Group or GLA Group incur or suffer whenever arising or brought by the Service Provider's Personnel.

14. SUB-CONTRACTING AND CHANGE OF OWNERSHIP

- 14.1 The Service Provider shall enter into agreements with suppliers and sub-contractors for the Services (including without limitation the police authorities for the provision of policing services).
- 14.2 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority which may be refused or granted subject to such conditions as the Authority sees fit.
- 14.3 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
- 14.3.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under this Agreement and the Call-Off Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;
 - 14.3.2 be responsible for payments to that person; and
 - 14.3.3 remain solely responsible and liable to the Authority for any breach of this Agreement or the Call-Off Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider.
- 14.4 The Service Provider shall:
- 14.4.1 not without the prior written consent of the Authority undergo any change in the ownership of the Service Provider where such

change relates to 50% or more of the issued share capital of the Service Provider; and

- 14.4.2 give notice to the Authority in the event that there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company, such notice to be given within 10 Business Days of the date on which such change takes effect.

15 LONDON LIVING WAGE

- 15.1 For the purposes of this Clause 15, unless the context indicates otherwise, the following expressions shall have the following meanings:

“London Living Wage” the basic hourly wage of £8.55 (before tax, other deductions and any increase for overtime) as may be updated from time to time and notified to the Service Provider.

- 15.2 Without prejudice to any other provision of this Agreement, the Service Provider shall:

15.2.1 ensure that none of its employees engaged in the provision of the Services is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;

15.2.2 ensure that none of its employees engaged in the provision of the Services is paid less than the amount to which they are entitled in their respective contracts of employment;

15.2.3 provide to the Authority such information concerning the London Living Wage as the Authority or its nominees may reasonably require from time to time;

15.2.4 disseminate on behalf of the Authority to its employees engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and

15.2.5 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.

- 15.3 Any breach by the Service Provider of the provisions of this Clause 15 shall be treated as a material breach capable of remedy in accordance with Clause 45.1.1.

16. CONFLICT OF INTEREST

- 16.1 The Service Provider warrants that it does not and will not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the TfL Group or the GLA Group, save to the extent fully disclosed to and approved by the Authority.
- 16.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the duration of this Agreement and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the TfL Group or the GLA Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate this Agreement and all Call-Off Contracts in existence, in accordance with Clause 45.1.4.

17. ACCESS TO PREMISES AND ASSETS

- 17.1 Subject to Clause 13.3 any access to any Authority Premises and/or Authority Assets made available to the Service Provider in connection with the proper performance of the Call-Off Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Call-Off Term. For the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including any congestion charging. The Service Provider shall:
- 17.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession of or to possession of any particular part of such Authority Premises;
 - 17.1.2 vacate such Authority Premises upon the termination or expiry of the Call-Off Contract or at such earlier date as the Authority may determine;
 - 17.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 17.1;
 - 17.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;
 - 17.1.5 not damage the Authority Premises or any assets on the Authority Premises; and
 - 17.1.6 immediately return to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority)

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

- 17.2 Nothing in this Clause 17 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the TfL Group or the GLA Group.
- 17.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephone and IT services) to the Service Provider except as may be specified in any Call-Off Contract.

18 TIMBER STANDARDS

- 18.1 The Service Provider shall ensure so far as reasonably practicable that any timber used in the delivery of the Services is:
- 18.1.1 recycled;
 - 18.1.2 reclaimed; or
 - 18.1.3 certified as having come from a sustainable source by the Forest Stewardship Council, the Canadian Standards Association, the Programme for the Endorsement of Forest Certification, the Sustainable Forestry Initiative or equivalent.
- 18.2 For the purposes of this Clause 18, timber shall not include products derived from timber where the manufacturing process has obscured the wood element, such as paper.
- 18.3 The Service Provider shall retain in accordance with Clause 33 documentary evidence of the source of any timber used.
- 18.4 In the event that the Service Provider fails to comply with this Clause 18 it shall:
- 18.4.1 upon the instruction of and at no cost to the Authority remove the timber in question (irrespective of any previous testing or payment by the Authority) substituting the same with timber according with the provisions of this Clause 18 and re-perform the Services or any part thereof as is necessary as a result of such removal and substitution; and
 - 18.4.2 fully indemnify the Authority in respect of Losses that it may suffer as a result.

19. COMPLIANCE WITH POLICIES AND LAW

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

- 19.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, including those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request;
- 19.1.2 shall provide the Services in compliance with and the Service Provider's Personnel shall comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to the Service Provider's business and/or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 19.1.2;
- 19.1.3 without prejudice to any other provision of this Clause 19.1 or the Schedules, shall comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time for the purposes of this Clause 19.1.3; and
- 19.1.4 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services

and in all cases, the costs of compliance with this Clause 19.1 shall be borne by the Service Provider.

- 19.2 If the Service Provider fails to fully comply with this Clause 19 the Authority shall be entitled to terminate this Agreement in accordance with Clause 45.1.

20. EQUALITY AND DIVERSITY

- 20.1 Without limiting the generality of Clause 19.1.2, the Service Provider shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities and acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity,

gender reassignment or disability (a “Relevant Protected Characteristic”) (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty.

20.2 The Service Provider shall submit a Diversity & Equality Management Plan to the Authority.

20.3 If the Service Provider fails to fully comply with this Clause 20 the Authority shall be entitled to terminate this Agreement in accordance with Clause 45.1.

21. ENVIRONMENT AND SUSTAINABILITY

21.1 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost) have appropriate regard (insofar as the Service Provider’s activities may impact on the environment) to the need to:

21.1.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;

21.1.2 enhance the environment and have regard to the desirability of achieving sustainable development;

21.1.3 ensure that the Services are provided using sustainable materials in particular ensuring that it complies fully with the provisions of Clause 18 regarding the use of sustainable timber;

21.1.4 conserve and safeguard flora, fauna and geological or physiological features of special interest; and

21.1.5 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

21.2 The Service Provider shall submit a Sustainability Management Plan to the Authority. The Service Provider acknowledges that the GLA works towards the BS8901 / ISO:2012.1 event sustainability management systems, the Service Provider shall consider the guidance framework which aids in identifying the potentially negative social, economic, and environmental impacts of events by removing or reducing them, and capitalising on more positive impacts through improved planning and processes.

21.3 The Service Provider shall comply with:

21.3.1 the conditions of the Code of Practice on Environmental Noise Control at Concerts (published 1995 by the Noise Control Council);

21.3.2 the requirements of the Environmental Protection Act 1990 and the Environment Act 1995 (including Waste Transfer Certificates), the Environmental Protection (Duty of Care) Regulations 1991 and with any other provisions of any other acts, regulations, orders and rules pertaining to environmental protection applying to Services being carried out by the Service Provider; and

21.3.3 local authority conditions and all waste legislation, including the Waste (England & Wales) Regulations 2011.

21.4 The Authority will determine acceptable levels of volume of amplified sound for the Event. The Service Provider must comply with all instructions relating to the volume of amplified sounds or any other matter relating to the Event. The Service Provider must ensure that noise conditions of the venue are met, and must comply with the reasonable requests of the relevant London Borough Licensing and Environmental Health officers where the Event is taking place.

21.5 The Service Provider shall ensure that measures are in place for the effective disposal of waste generated as a result of the Event, such measures to be approved in writing by the Authority and the Service Provider shall endeavour to recycle waste wherever possible.

21.6 The Service Provider shall minimise energy use and carbon dioxide emissions during the Event through, for example, turning off lights and engines where appropriate.

21.7 The Service Provider shall ensure that:

21.7.1 all waste water is correctly disposed of into foul drains; and

21.7.2 water used is from the uncontaminated mains supply, used efficiently on site and is not wasted.

21.8 The Service Provider shall ensure that it prevents chemical and/or product spillages and have an appropriate management plan in place in the event of any spillages.

21.9 Waste Electrical and Electronic Equipment Regulations 2006:

21.9.1 For the purposes of this Clause 21.9, unless the context indicates otherwise, the following expressions shall have the following meanings:

“WEE Equipment” means any Equipment which falls within the scope of the WEEE Regulations; and

“WEEE Regulations” means Waste Electrical and Electronic Equipment Regulations 2006 (as amended by the Waste Electrical and

Electronic Equipment (Amendment)
Regulations 2007).

- 21.9.2 When procuring any WEE Equipment for use in accordance with the Services whether by direct purchase by the Service Provider, purchase on behalf of the Authority, lease or otherwise the Service Provider will ensure that in accordance with the WEEE Regulations that the producer of the WEE Equipment (whether that be the Service Provider or a third party) shall assume responsibility for financing the costs of the collection, treatment, recovery and environmentally sound disposal of:
- (a) all Waste Electrical and Electronic Equipment arising from the WEE Equipment; and
 - (b) all Waste Electrical and Electronic Equipment arising from equipment placed on the market prior to 13 August 2005 where such equipment is to be replaced by the WEEE Equipment and the WEEE Equipment is of an equivalent type or is fulfilling the same function as the equipment.
- 21.9.3 The Service Provider shall indemnify and keep indemnified the Authority as a result of any Losses which it incurs as a result of any failure on the part of the Authority or the relevant producer to comply with the terms of this Clause 21.9.
- 21.10 If the Service Provider fails to comply with clause 21.1 to 21.8 inclusive, the Authority shall be entitled to terminate this Agreement in accordance with Clause 45.1.

22. WORK RELATED ROAD RISK

For the purposes of Clauses 22 to 29 (inclusive) of this Agreement, the following expressions shall have the following meanings:

- “Approved Driver Training”** the Safe Urban Driving course as accredited by the Joint Approvals Unit for Periodic Training details of which can be found at:
- www.fors-online.org.uk
- “Bronze Accreditation”** the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at:
- www.fors-online.org.uk
- “Car-derived Vans”** 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;

“Class VI Mirror”

a mirror that allows the driver to see what is immediately in front of the vehicle and that complies with Directive 2003/97/EC;

“Close Proximity Sensor”

a device consisting of a sensor system that detects objects in a vehicle’s blind spot and alerts the driver via in-cab visual and/or audio stimuli and which alerts other road users to the planned movement of the vehicle when the vehicle’s indicators are engaged;

“Collision Report”

a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;

“Driver”

any employee of the Service Provider (including an agency driver), who operates Freight Vehicles on behalf of the Service Provider while delivering the Services;

“DVLA”

Driver and Vehicle Licensing Agency;

“FORS”

the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It is free to join and offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;

“FORS Standard”

the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at:

www.fors-online.org.uk

“Freight Vehicle”

a Lorry, a Van or a Car-derived Van;

“Fresnel Lens”

a clear thin plastic lens that is press fitted to a lorry window on the passenger side and that allows the driver to see that which is in the vehicle’s blind spot;

“Gold Accreditation” the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at:

www.fors-online.org.uk

“Lorry” a vehicle with an MAM exceeding 3,500 kilograms;

“MAM” the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;

“Side Guards” guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;

“Silver Accreditation” the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at:

www.fors-online.org.uk

“Van” a vehicle with a MAM not exceeding 3,500 kilograms.

FLEET OPERATOR RECOGNITION SCHEME ACCREDITATION

22.1 Where the Service Provider operates Freight Vehicles, it shall within 90 days of the Agreement Commencement Date:

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

22.1.2 (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme;

provided always that this Clause 22.1 and Clauses 22.2 and 22.3 shall only apply where the Service Provider uses Freight Vehicles to provide the Services.

22.2 The Service Provider shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard

or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Service Provider has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

- 22.3 The Service Provider shall ensure that those of the Service Provider's Personnel who operate Freight Vehicles shall comply with Clauses 22.1 and 22.2 as if they applied directly to the Service Provider's Personnel.

23 SAFETY EQUIPMENT ON VEHICLES

- 23.1 The Service Provider shall ensure that every Lorry which it uses to provide the Services shall:

23.1.1 have Side Guards, unless the Service Provider can demonstrate to the reasonable satisfaction of the Authority that the vehicle will not perform the function for which it was built if Side Guards are fitted;

23.1.2 have a close proximity warning system fitted, comprising:

23.1.2.1 a front-mounted, rear-facing CCTV camera with in-cab live feed from the said camera or a Fresnel Lens where the Fresnel Lens provides a reliable alternative to the CCTV camera and where the Service Provider has obtained the Authority's approval to use the Fresnel Lens, which approval the Authority may withhold in its unfettered discretion; and

23.1.2.2 a Close Proximity Sensor.

23.1.3 have a Class VI Mirror; and

23.1.4 bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.

- 23.2 The Service Provider shall ensure that every Van, which it uses to provide the Services, shall bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.

24. DRIVER LICENCE CHECKS

- 24.1 The Service Provider shall ensure that each of its Drivers has a driving licence check with the DVLA before that Driver commences delivery of the Services and that the driving licence check with the DVLA is repeated in accordance with either the following risk scale, or the Service Provider's risk scale, provided that the Service Provider's risk scale has been approved in writing by the Authority within the last 12 months:

24.1.1 0 – 3 points on the driving licence – annual checks;

24.1.2 4 – 8 points on the driving licence – six monthly checks;

24.1.3 9 – 11 points on the driving licence – quarterly checks; or

24.1.4 12 or more points on the driving licence – monthly checks,

provided always that this Clause 24.1 and Clause 25.1 shall only apply where the Drivers are engaged in the provision of Services.

25. DRIVER TRAINING

25.1 The Service Provider shall ensure that each of its Drivers who has not undertaken:

25.1.1 Approved Driver Training (or training, which in the reasonable opinion of the Authority, is an acceptable substitute) in the last three years, undertakes Approved Driver Training or the said substitute training within 60 days of the commencement of this Agreement; and

25.1.2 a FORS e-learning safety module in the last 12 months, undertakes a FORS e-learning safety module (or e-learning, which in the reasonable opinion of the Authority, is an acceptable substitute).

26. COLLISION REPORTING

26.1 Within 15 days of the Agreement Commencement Date, the Service Provider shall provide to the Authority a Collision Report. The Service Provider shall provide to the Authority an updated Collision Report on a quarterly basis and within five Business Days of a written request from the Authority.

27. FORS REPORTS

27.1 Within 30 days of its achieving Bronze Accreditation or equivalent within the Alternative Scheme, the Service Provider shall make a written report to the Authority detailing its compliance with Clauses 22, 23, 24, 25 and 26 of this Agreement (the "Safety, Licensing and Training Report"). The Service Provider shall provide updates of the Safety, Licensing and Training Report to the Authority on each three month anniversary of its submission of the initial Safety, Licensing and Training Report.

28. OBLIGATIONS OF THE SERVICE PROVIDER REGARDING SUBCONTRACTORS

28.1 The Service Provider shall ensure that each of its subcontractors that operates the following vehicles shall comply with the corresponding provisions of this Contract as if those subcontractors were a party to this Contract:

28.1.1 For Lorries – Clauses 22, 23.1, 24, 25 and 26; and

28.1.2 For Vans – Clauses 22, 23.2, 24, 25 and 26.

29. FAILURE TO COMPLY WITH FREIGHT-RELATED OBLIGATIONS

29.1 Without limiting the effect of any other clause of this Agreement relating to termination, if the Service Provider fails to comply with Clauses 22, 23.1, 24, 25, 26, 27 and 28:

29.1.1 the Service Provider has committed a material breach of this Agreement; and

29.1.2 the Authority may refuse the Service Provider, the Service Provider's Personnel and Freight Vehicles entry onto any property that is owned, occupied or managed by the Authority for any purpose (including but not limited to deliveries).

30. CORRUPT GIFTS AND PAYMENT OF COMMISSION

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

31. EQUIPMENT

31.1 Risk in:

31.1.1 all Service Provider's Equipment shall be with the Service Provider at all times; and

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

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

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

32. QUALITY AND BEST VALUE

The Service Provider acknowledges that TfL and the GLA are best value authorities for the purposes of the Local Government Act 1999 and as such

the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness and as such the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

33. RECORDS, AUDIT AND INSPECTION

- 33.1 The Service Provider shall, and shall procure that the Service Provider's Personnel shall:
- 33.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under this Agreement and the Call-Off Contract and all transactions entered into by the Service Provider for the purposes of this Agreement (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**") for the avoidance of doubt Records do not include the payroll data of the Service Provider or the Service Provider's Personnel; and
 - 33.1.2 retain all Records during the Term and Call-Off Term and for a period of not less than 6 years (or such longer period as may be required by law) following termination or expiry of this Agreement or Call-Off Contract ("**Retention Period**").
- 33.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.
- 33.3 The Authority shall have the right from time to time at its own cost to conduct an audit of the Service Provider's operations and facilities and its quality, environmental and health and safety procedures and systems to ensure that the Service Provider has the appropriate facilities, procedures, systems and personnel appropriate to and as may be required for the Service Provider to perform the Services in accordance with this Agreement and the Call-Off Contract and for that purpose shall be entitled to have access to the Service Provider's premises and to any premises of the Service Provider's sub-contractors or agents where the Services are being performed during normal working hours on giving reasonable notice to the Service Provider for that purpose.
- 33.4 The Authority shall have the right to subject the Service Provider and/or any suppliers and sub-contractors appointed by the Service Provider in connection with or relation to any Event to independent business ethics

audits at any time during the Term. If such an audit identifies any breach of the Core Conventions of the International Labour Organisation by the Service Provider and/or any of its suppliers and sub-contractors the Service Provider shall provide the Authority with a rectification plan detailing how it will ensure that any such breach will be rectified and the timescales for such rectification.

34. POST-EVENT REPORTING

34.1 In respect of each Event in relation to which the Service Provider has provided Services:

34.1.1 the Call-Off Co-ordinator and the Service Provider's Manager shall meet at a date and time to be agreed between them to discuss and agree a timetable for, and the detail of, a comprehensive review of the Service Provider's performance in delivering the Event and as part of such review:

34.1.1.1 the Service Provider shall consult (in a manner to be agreed with the Authority) with appropriate agencies who were engaged in relation to the Event(s) including but not limited to the Metropolitan Police, relevant local and licensing authorities and any other interested third parties specified by the Authority; and

34.1.1.2 the Service Provider shall prepare a written report summarising the views of the bodies/parties referred to in Clause 34.1.1.1.

35. SET-OFF

The Authority will be entitled but not obliged at any time or times to set-off any liability of the Service Provider to the Authority against any liability of the Authority to the Service Provider under this Agreement or any other agreement with the Authority.

36. INDEMNITY

36.1 Subject to Clause 36.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless the Authority (including its employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence whether in whole or in part of:

36.1.1 any breach or negligent performance of this Agreement or any Call-Off Contract by the Service Provider (or any of the Service Provider's Personnel) (including in each case any non-performance or delay in performance of this Agreement or any Call-Off Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of the Service Provider's Personnel);

36.1.2 any claim by any third party (or representative of such third party) relating to personal injury, death or damage to property resulting either from the provision of the Services or any other act or omission (including negligence) of the Service Provider or the Service Provider's Personnel in relation to an event or occurrence associated with the Services; and

36.1.3 any claim by any Service Provider's Personnel or the Service Provider (or any former Service Provider's Personnel) for payment of salaries, or in respect of taxes, contributions or other charges, or any other claim brought by any Service Provider's Personnel or the Service Provider (or any former Service Provider's Personnel or the Service Provider), including without limitation any claim for personal injury, unfair dismissal, redundancy, discrimination, breach of contract of employment, TUPE or breach of the Working Time Regulations 1998.

36.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of the Authority's obligations under this Agreement or a Call-Off Contract by the Authority including by any of their respective employees or agents.

37. INSURANCE

37.1 The Service Provider will at its sole cost maintain motor insurance cover as required by law and insurance cover (in terms approved by the Authority) in respect of the following to cover the Services ("**the Insurances**") and will ensure that the Authority's interest is noted on each and every policy:

37.1.1 public liability insurance to cover injury and loss to third parties;

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

37.1.3 product liability insurance;

37.1.4 professional indemnity insurance or, where professional indemnity insurance is not available, a "financial loss" extension to the product liability insurance referred to in Clause 37.1.3; and

37.1.5 employer's liability insurance.

The relevant value of the Insurances shall be Event specific and may be varied in relation to each Event at the sole discretion of the Authority. The requisite values for each Event shall be communicated to the Service Provider in the relevant Request Form

37.2 The insurance cover will be maintained with a reputable insurer.

- 37.3 The Service Provider will produce to the Authority on reasonable request copies of the policy document or documents for the insurance policies set out in Clause 37.1 covering the Services and payment of all premiums due on each policy.
- 37.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 37.1 being or becoming void, voidable or unenforceable.
- 37.5 In the event that, in breach of this Agreement and/or any Call-Off Contract, the Service Provider fails to maintain any of the Insurances, the Authority may itself provide or arrange such insurance and may charge the cost of such insurance, together with a sum of ten per cent (10%) of such cost (which for the avoidance of doubt reflects the Authority's administration costs and which the parties acknowledge and agree represents a genuine pre-estimate of loss), to the Service Provider either by way of deduction from any payment due from the Authority to the Service Provider or by recovering the same as a debt due to the Authority from the Service Provider.

38. THE AUTHORITY'S DATA

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

39. INTELLECTUAL PROPERTY RIGHTS

- 39.1 The Authority hereby grants the Service Provider a non-exclusive, revocable, royalty free, non-transferable licence to use such Authority Intellectual Property as the Authority notifies to the Service Provider from time to time solely for the purpose of carrying out the Services and all such uses shall be subject to the Authority's prior written approval.
- 39.2 On termination of this Agreement all Authority Intellectual Property licences granted pursuant to Clause 39.1 shall cease and any materials containing such Authority Intellectual Property shall be either returned to the Authority or destroyed, at the Authority's option. This provision does not apply to exemplars of branded merchandise including but not limited to travel maps produced by the GLA and branded goods produced and distributed to the public.

- 39.3 The Service Provider shall not do or permit to be done nor omit to do in connection with the use of Authority Intellectual Property any act or thing which would or might jeopardise or invalidate any of the Authority Intellectual Property or other rights comprised therein or give rise to an application to remove any of the trade marks comprised therein from any register or which might prejudice the right or title of the Authority to any of such trade marks.
- 39.4 The Service Provider acknowledges and agrees that ownership of all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services (“**the Products**”) shall vest in the Authority.
- 39.5 To the extent that, notwithstanding and without prejudice to Clause 39.4 above Intellectual Property Rights in the Products would otherwise vest in the Service Provider, the Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in the Products, provided that such assignment shall not include items not prepared or developed for the purposes of the Call-Off Contract.
- 39.6 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 39.7 The Service Provider shall not (without the prior written approval of London 2017 Limited in each case) represent that any Products or Services provided under this Agreement or a Call-Off Contract have been endorsed or approved by the Authority, the International Association of Athletics Federations (“IAAF”), International Paralympic Committee (“IPC”), UK Athletics, UK Sport or London 2017 Limited or any other official IAAF or IPC World Championships 2017 body, or that the Service Provider (including any of its products or services) are in any way associated with those organisations, the IAAF or IPC World Championships 2017, including by publishing or issuing any statement (factual or otherwise) about the Service Provider’s provision of the Products or Services to the Authority.

40. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

- 40.1 The Service Provider shall:
- 40.1.1 promptly notify the Authority upon becoming aware of an infringement or alleged infringement or potential infringement of any Intellectual Property Right which affects or may affect the provision or receipt of the Services or if any claim or demand is made or action brought for infringement or alleged infringement of any Intellectual Property Right; and

40.1.2 indemnify, keep indemnified and hold harmless the Authority from and against all Losses (on a full indemnity basis) that arise from or are incurred by the Authority by reason of any infringement or alleged infringement of any Intellectual Property Rights of any person arising out of

40.1.2.1 the use by the Authority of the Products (or any of them); or

40.1.2.2 the use by the Service Provider of the Authority Intellectual Property;

or anything arising from the provision of the Services and from and against all costs and damages of any kind which the Authority may incur in or in connection with any actual or threatened proceedings before any court or arbitrator.

40.2 If a claim or demand is made or action brought to which Clause 40.1 applies or which in the reasonable opinion of the Service Provider is likely to be made or brought, the Service Provider may, after consultation with the Authority, at its own expense and within a reasonable time, modify or substitute any or all of the Products (as defined in Clause 39.4) so as to avoid the infringement or the alleged infringement, provided that the terms of the Call-Off Contract shall apply mutatis mutandis to such modified or substituted Products and such Products are accepted by the Authority.

40.3 The Authority shall indemnify the Service Provider against all claims, proceedings, actions, damages, legal costs (including but not limited to legal costs and disbursements on a solicitor and client basis), expenses and any other liabilities arising from or incurred by the use by the Service Provider, in the performance of the Services, of the Authority Intellectual Property which involves any infringement or alleged infringement of the Intellectual Property Rights of any third party.

40.4 The Authority shall promptly notify the Service Provider of any notice of a claim or demand or action to be brought to which Clause 40.1 applies or in the reasonable opinion of the Authority is likely to be made or brought

40.5 The Service Provider shall assume, at its own expense, the defence of any such third party claim or demand or action, and to settle any such third party claim. The Authority shall at the Service Provider's cost cooperate with the Service Provider in the defence of such action as the Service Provider may reasonably request.

41. DATA PROTECTION

For the purposes of this Clause 41, unless the context indicates otherwise,

the following expressions shall have the following meanings:

“Authority Personal Data”	Personal Data Processed by the Service Provider on behalf of the Authority;
“Data Subject”	has the meaning given to it by section 1(1) of the DPA;
“DPA”	the Data Protection Act 1998 and related secondary legislation (as amended from time to time);
“Personal Data”	has the meaning given to it by section 1(1) of the DPA;
“Processing”	has the meaning given to it by section 1(1) of the DPA and “Process” and “Processed” will be construed accordingly; and
“Sensitive Personal Data”	has the meaning given to it by section 2 of the DPA.

- 41.1 The Service Provider shall comply with all of its obligations under the Data Protection Act 1998 and, if Processing Personal Data on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with this Agreement and any Call-Off Contract and shall act in accordance with instructions from the Authority.
- 41.2 Without prejudice to the generality of Clause 41.1, the Service Provider shall:
- 41.2.1 take appropriate technical and organisational security measures, that are satisfactory to the Authority from time to time, against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Personal Data;
 - 41.2.2 without prejudice to Clause 41.2.1, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data;
 - 41.2.3 provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any Service Provider’s Personnel) with Clause 41.2.1 and 41.2.2;

- 41.2.4 co-operate with the Authority in complying with any subject access request made by any Data Subject pursuant to the DPA and/or responding to any enquiry made or investigation or assessment of Processing initiated by the Information Commissioner in respect of any Authority Personal Data;
 - 41.2.5 when notified by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data;
 - 42.1.6 take reasonable steps to ensure the reliability of personnel having access to Authority Personal Data and to ensure that such personnel are fully aware of the measures to be taken and the Service Provider's obligations under this Clause 41 when Processing Authority Personal Data; and
 - 41.2.7 not Process any Authority Personal Data outside the European Economic Area (or any country deemed adequate by the Commission pursuant to Article 25(6) Directive 95/46/EC) without the Authority's prior written consent (which consent may be subject to additional conditions imposed by the Authority).
- 41.3 When the Service Provider receives a written request from the Authority for information about, or a copy of, Authority Personal Data, the Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within 10 Business Days from the date of the request.
- 41.4 The Authority remains solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed. The Service Provider shall not share any Authority Personal Data with any sub-contractor or third party without prior written consent from the Authority and unless there is a written contract in place with the Authority which requires the sub-contractor or third party to:
- 41.4.1 only Process Authority Personal Data in accordance with the Authority's instructions to the Service Provider; and
 - 41.4.2 comply with the same obligations with which the Service Provider is required to comply with under this Clause 41 (and in particular Clauses 19.1, 33, 36.1, 38, 41.1 and 42).

PROVIDED ALWAYS that no sub-contractor may assign or sub-contract (in whole or part) their rights or obligations under such (sub) contract and/or may not Process or permit the Processing of Authority Personal

Data outside the United Kingdom without the explicit prior written consent of the Authority.

- 41.5 Following termination or expiry of this Contract, howsoever arising, the Service Provider:
- 41.5.1 may Process the Personal Data only for so long and to the extent as is necessary properly to comply with its non contractual obligations arriving under law (and will then comply with Clause 41.5.2);
 - 41.5.2 subject to Clause 41.5.1, will not retain any copy, abstract, precis or summary of any Authority Personal Data and will at the instructions of the Authority, either securely destroy or securely and promptly return to the Authority (in such usable format as and to the extent the Authority may require) the Personal Data and relevant records and documentation accordingly. Authority Personal Data may not be Processed following termination or expiry of the Contract (even after the expiry of a further 5 years) save as permitted by this Clause 41.
- 41.6 The Service Provider agrees that, and will procure that any sub-contractor will agree that, Authority Personal Data:
- 41.6.1 must only be Processed in accordance with the Authority's obligations to comply with the DPA and by such of their personnel as need to know Authority Personal Data;
 - 41.6.2 must only be used as instructed by the Authority and as reasonably necessary to perform the Call-Off Contract in accordance with its terms;
 - 41.6.3 must not be used for any other purposes (in whole or part) by any of them (and specifically but without limitation must not be copied or referred to in whole or part through training materials, training courses, discussions or negotiations or contractual arrangements with third parties or in relation to proposals or tenders with the Authority (or otherwise), whether on renewal of this Agreement or otherwise, without the prior written consent of the Authority); and
 - 41.6.4 must not be used so as to place the Authority in breach of the DPA and/or to expose it to risk of actual or potential liability to the Information Commissioner, Data Subjects and/or reputational damage and/or to any order being made against the Authority preventing, suspending or limiting the Processing of Authority Personal Data.
- 41.7 The Service Provider will, and will procure that any sub-contractor shall:

- 41.7.1 promptly notify the Authority by telephone and within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of security and/or of the this Agreement or the Call-Off Contract and/or Clause 41 in relation to Authority Personal Data including unauthorised or unlawful access or Processing of, or accidental loss, destruction or damage of any Authority Personal Data;
 - 41.7.2 keep the Authority properly and regularly informed consequently;
 - 41.7.3 fully cooperate with the reasonable instructions of the Authority in relation to the Processing and security of Authority Personal Data in accordance with this Agreement and the Call-Off Contract and in compliance with the DPA (including procuring access to sub-contractor premises);
 - 41.7.4 cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing (whether in relation to Processing pursuant to this Agreement, the Call-Off Contract, in relation to the DPA or in relation to any actual or suspected breach), whether by the Authority (or on its behalf) any central or local government audit authority, the Information Commissioner, police or otherwise and both during the Call-Off Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);
 - 41.7.5 ensure all their personnel who can and/or do access Authority Personal Data are suitably trained in relation to the obligations to protect Personal Data in accordance with the DPA, this Agreement and the Call-Off Contract, understand such obligations and comply with them and that such training is updated at reasonable intervals; and
 - 41.7.6 comply during the course of this Agreement and the Call-Off Contract with any written retention and/or deletion policy or schedule provided to it by the Authority from time to time.
- 41.8 The Service Provider will, and will procure that any sub-contractor will, acknowledge:
- 41.8.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with this Agreement and the Call-Off Contract;
 - 41.8.2 the loss and damage the Authority is likely to suffer in the event of a breach of this Agreement or the Call-Off Contract or negligence in relation to Authority Personal Data;

- 41.8.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of this Agreement;
- 41.8.4 notwithstanding Clause 45.1.1, if the Service Provider has committed a material breach under Clause 41.8.3 on two or more separate occasions, the Authority may at its option:
 - 41.8.4.1 exercise its step in rights pursuant to Clause 8;
 - 41.8.4.2 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
 - 41.8.4.3 terminate this Agreement or the Call-Off Contract in whole or part with immediate written notice to the Service Provider.
- 41.9 If the Service Provider Processes bank card details under the Call-Off Contract, it shall comply with the Payment Card Industry Data Security Standard ("PCI DSS") as updated from time to time, in providing the Services. The Service Provider shall demonstrate compliance on an annual basis to the Authority by providing confirmation in writing from a qualified Security Assessor of its compliance with PCI DSS.
- 41.10 For the avoidance of doubt, and without prejudice to Clause 41.5, the obligations in this Clause 41 shall apply following termination or expiry of this Agreement and the Call-Off Contract to the extent the Party concerned retains or Processes Authority Personal Data.
- 41.11 The indemnity in Clause 36.1 shall apply to any breach of Clause 41 and shall survive termination or expiry of this Agreement and the Call-Off Contract.

42. CONFIDENTIALITY, ANNOUNCEMENTS AND TRANSPARENCY

- 42.1 Subject to Clause 42.6 and Clause 43, the Parties shall keep confidential:
 - 42.1.1 the terms of this Agreement and all Call-Off Contracts; and
 - 42.1.2 any and all Confidential Information that they may acquire in relation to the other.
- 42.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Agreement and any Call-Off Contract. The Service Provider will ensure that the Service Provider's Personnel are aware of and comply with the provisions of Clause 42.1.

- 42.3 The obligations set out in Clause 42.1 will not apply to any Confidential Information which:
- 42.3.1 either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 42); or
 - 42.3.2 was independently disclosed to it by a third party entitled to disclose the same; or
 - 42.3.3 a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
 - 42.3.4 a Party is required to disclose to a regulatory body or body which has statutory responsibilities in relation to the Authority. Where the Authority is a member of the TfL Group, this shall include the Secretary of State for Transport (or the government department responsible for public transport in London for the time being), the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and subcontractors.
- 42.4 The Service Provider shall keep secure all materials containing any information in relation to the Agreement or to any Call-Off Contract and its performance.
- 42.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media or make any announcement or other form of publicity in relation to the existence or terms of the Agreement or any Call-Off Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Agreement or any Call-Off Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 42.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 42.1 and Clause 43, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 42.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation (as defined in Clause 43.1 below). The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the

Contract Information to be published pursuant to Clause 42.6. The Authority shall make the final decision regarding publication and/or redaction of the Contract Information.

- 42.8 The provisions of this Clause 42 will survive any termination of this Agreement or Call-Off Contract for a period of 6 years from termination.

43. FREEDOM OF INFORMATION

- 43.1 For the purposes of this Clause 43:

43.1.1 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them and any guidance issued by the Information Commissioner, the Ministry of Justice, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

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

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

- 43.2 The Service Provider acknowledges that the Authority:

43.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

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

- 43.3 Without prejudice to the generality of Clause 43.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

43.3.1 transfer to the Procurement Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Request relevant to this Agreement or a Call-Off Contract or the Services that it or they (as the case may be) receive as soon as practicable and in any event within 2 Business Days of receiving such Information Request; and

43.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and/or copies of all such Information that the Authority requests and such details and/or copies shall be provided within 5 Business Days of a request from the Authority (or such other period as the Authority

may reasonably specify), and in such forms as the Authority may reasonably specify.

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

44. DISPUTE RESOLUTION

- 44.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Agreement or any Call-Off Contract ("**Dispute**") before resorting to litigation.
- 44.2 If the Dispute is not settled through discussion within a period of seven Business Days from the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 44.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the notice shall identify one or more proposed mediators.
- 44.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 44.5 Where a dispute is referred to mediation under Clause 44.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 44.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 44.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 58.

- 44.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Call-Off Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 44.
- 44.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 44 and this Clause 44 shall not apply in respect of any circumstances where such remedies are sought.

45. BREACH AND TERMINATION OF AGREEMENT

- 45.1 Without prejudice to the Contracting Authority's right to terminate at common law, the Contracting Authority may terminate this Agreement and/or the Call-Off Contract immediately upon giving notice to the Service Provider if:
- 45.1.1 except as provided in and without prejudice to Clause 45.1.3, the Service Provider has committed any material or persistent breach of this Agreement or a Call-Off Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied; or
 - 45.1.2 the Service Provider is subject to an Insolvency Event; or
 - 45.1.3 the Service Provider is in breach of Clause 14.4; or
 - 45.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 16; or
 - 45.1.5 the Service Provider commits any of the money laundering related offences listed in the Public Agreement Regulations 2006.
- 45.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under this Agreement or otherwise) if the Service Provider is in breach of any of its warranties and/or obligations under Clause 11 and/or any of its other obligations in respect of the Services under this Agreement or a Call-Off Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and/or obligations. Nothing in this Clause 45.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative service provider and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional Losses incurred

by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative service provider.

- 45.3 Neither Party shall be deemed to be in breach of the Call-Off Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Call-Off Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose, then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Unaffected Party**") may terminate the Call-Off Contract immediately upon giving notice to the party which is affected by such Force Majeure Event ("**Affected Party**"). If the Call-Off Contract is terminated in accordance with this Clause 45.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Unaffected Party by reason of such termination.
- 45.4 Without prejudice to the Authority's right to terminate this Agreement or a Call-Off Contract under Clause 45.1 or to terminate at common law, the Authority may terminate this Agreement at any time without cause subject to giving the Service Provider written notice of 90 days.
- 45.5 Without prejudice to the Authority's right to terminate this Agreement or a Call-Off Contract under any other provision, where the Authority is the GLA, if there is a change in the administration of the GLA as a result of a London Mayoral and Assembly Election, the Authority may terminate this Agreement or a Call-Off Contract subject to giving the Service Provider written notice of 30 days.
- 45.6 To the extent that the Authority has a right to terminate this Agreement or a Call-Off Contract under this Clause 45 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

46. CONSEQUENCES OF TERMINATION OR EXPIRY

- 46.1 Notwithstanding the provisions of Clause 42, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

- 46.2 The termination or expiry of this Agreement shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
- 46.3 Upon expiry or termination of this Agreement or Call-Off Contract (howsoever caused):
- 46.3.1 the Service Provider shall, at no further cost to the Authority:
- 46.3.1.1 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.
- 46.3.2 the Authority shall (subject to Clauses 35, 45.1 and 45.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Call-Off Contract up to the date of termination or expiry calculated so far as is possible in accordance with the rules set out in the Call-Off Contract or otherwise reasonably determined by the Authority.
- 46.4 On termination of this Agreement and any Call-Off Contract the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and (save as for where terminated under Clauses 45.3, 45.4 and 45.5) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

47. SURVIVAL

The provisions of Clauses 1, 6, 7, 8, 14.3.2, 14.3.3, 17.1.1, 17.1.2, 17.1.5, 17.2, 31, 33, 35-38 (inclusive), 39.6, 41-44 (inclusive), 47-49 (inclusive), 51-58 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of this Agreement. In addition, any other provision of this Agreement which by its nature or implication is required to survive the termination or expiry of this Agreement or Call-Off Contract shall do so.

48. RIGHTS OF THIRD PARTIES

- 48.1 Save that any member of the TfL Group or the GLA Group has the right to enforce the terms of this Agreement or any Call-Off Contract in accordance with this Agreement (Rights of Third Parties) Act 1999 ("**Third Party Act**"),

the Parties do not intend that any of the terms of this Agreement or any Call-Off Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

- 48.2 Notwithstanding Clause 48.1, the Parties are entitled to vary or rescind this Agreement or any Call-Off Contract without the consent of any or all members of the TfL Group or the GLA Group.

49. CONTRACT VARIATION

This Agreement or a Call-Off Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as the Authority may dictate which may be substantially in the form set out in Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

50. NOVATION

- 50.1 The Authority may novate or otherwise transfer this Agreement and/or any Call-Off Contract (in whole or in part).
- 50.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under this Agreement and any Call-Off Contract to one or more persons nominated by the Authority.
- 50.3 Subject to Clause 14, this Agreement is personal to the Service Provider who shall not assign the benefit or delegate the burden of this Agreement or otherwise transfer any right or obligation under this Agreement without the prior written consent of the Authority.

51. OFFERS OF EMPLOYMENT (NON-SOLICITATION)

Where the Authority is a member of the TfL Group, for the duration of this Agreement and for a period of 6 months after expiry or termination of the Agreement or any Call-Off Contract (if later), the Service Provider shall not employ or offer employment to any Authority employees who have been associated with the provision of the Services by the Service Provider without the Authority's prior written consent. Any breach of this Clause 51 shall render the Service Provider liable to pay to the Authority a sum equal to the basic salary payable to the employee by the Service Provider during the first 6 months of new employment.

52. NON-WAIVER OF RIGHTS

No waiver of any of the provisions of this Agreement or any Call-Off Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the

provisions of Clause 54. The single or partial exercise of any right, power or remedy under this Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

53. ILLEGALITY AND SEVERABILITY

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

54. NOTICES

54.1 Any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand or post addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (notified to the other party in writing in accordance with this clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

54.1.1 if delivered by hand, at the time of delivery; or

54.1.2 if delivered by post, 48 hours after being posted or in the case of Airmail 14 days (excluding Saturdays, Sundays and public holidays) after being posted.

55. ENTIRE AGREEMENT

55.1 Subject to Clause 55.2:

55.1.1 this Agreement and any Call-Off Contract and all documents referred to in this Agreement and any Call-Off Contract, contain all of the terms which the Parties have agreed relating to the subject matter of this Agreement and such documents and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into this Agreement by a statement which it does not contain; and

55.1.2 without prejudice to the Service Provider's obligations under this Agreement, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding

affecting the basis of the Service Provider's tender in respect of this Agreement or any incorrect or incomplete information howsoever obtained.

55.2. Nothing in this Clause 55 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

56. RELATIONSHIP OF THE PARTIES

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

57. FURTHER ASSURANCE

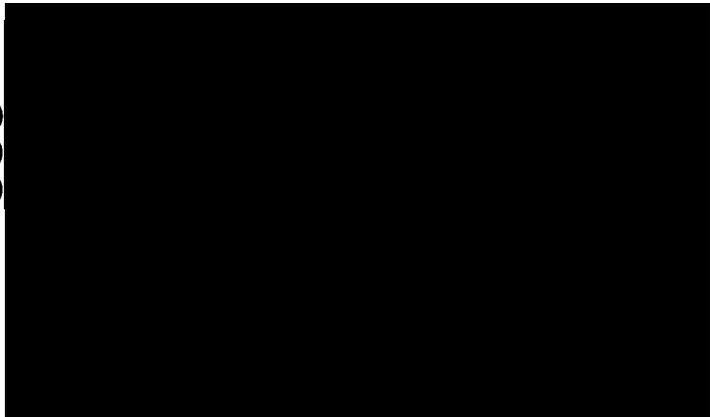
Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of this Agreement and any Call-Off Contract.

58. GOVERNING LAW

The Agreement shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 44, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement provided that the Authority has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated and the Parties agree irrevocably to submit to that jurisdiction.

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

Signed by)
for and on behalf of)
The Contracting Authority)



Signed by
for and on behalf of
the **Service Provider**



SCHEDULE 1 - KEY AGREEMENT INFORMATION

- 1. **Agreement Reference Number:** TFL 90699
- 2. **Name of Service Provider:** Bliss Events
- 3. **Agreement Commencement Date:** 31 January 2014
- 4. **Term:** 4 years
- 5. **Details of the Procurement Manager**

Name:
Address:
Tel:
Email:



- 6. **Details of the Service Provider's Manager**



- 7. **Service Provider's Key Personnel:**

Name & Position	Contact Details	Area Of Responsibility
[Redacted]		

- 8. **Address for service of notices and other documents in accordance with Clause 54:**

For the Authority: Windsor House, 43-50 Victoria Street,
London Sw1H 0TL

For the attention of: Rachael Davey

For the Service Provider: Bliss Events, 21 George St, Bedford
MK40 3RY

SCHEDULE 2 – SPECIFICATION

LOT 3: SMALL TO MEDIUM OUTDOOR EVENTS (EXTERNAL)

Production, design and management of outdoor events attended by 1-30,000 persons. Includes event management, production and creative programming services for small to medium scale outdoor public events; previous examples include, Diwali on Trafalgar Square and Vaisakhi on the square.

SCHEDULE 3 - CHARGES

Signed:

for and on behalf of the Authority

Attachments:

Attachment 1: Services to be provided and Specification

Attachment 2: Service Provider's Proposal

Attachment 3: Special Conditions of Call-Off

Attachment 4: Draft Call-Off Contract

Attachment 1

[To be completed by the Authority]

1. Services to be provided and associated information

[Detail here all (a) Services and (b) deliverables with full descriptions of what is required and/or insert a specification at Attachment 1A.

Include a Project Plan that clearly identifies the project milestones against which payments are to be made. This may be as simple as a plan that contains dates for acceptance and completion. If no plan is available, or if the Milestones cannot be specified at this stage, you must request the Service Provider to include a proposed plan and Milestones in their response.

You should also define other requirements you wish the Service Provider to respond to such as:

- *details of any technical and/or functional specifications and/or any service levels (as applicable) of any Deliverable or Service required by the Authority to be delivered or achieved by the Service Provider;*
- *Working Hours;*
- *CVs of the Personnel to be working on the project;*
- *estimated time-lines for each of the Milestones and for the overall project;*
- *the Service Provider's best price offer based on charges (subject to Schedule 3);*
- *the Service Provider's proposal for staged payments or whether pro-rata monthly payments will apply;*
- *any materials, equipment or goods required to provide the Services, including Service Provider Intellectual Property Rights deliverables and Third Party Intellectual Property Rights deliverables;*
- *any material assumptions or facts relied upon by the Authority in compiling it and any other material information which relates to the Services required to be provided and/or performed;*
- *Service levels, and measurement thereof;*
- *any warranties and/or representations required from the Service Provider.]*

2. Acceptance Criteria

[If the Authority requires any deliverable (whether in isolation or in combination with other deliverables (e.g. as a solution, package, or system)) and/or any Services to be subject to acceptance and/or service validation tests (as applicable), define the acceptance criteria which the Service Provider must ensure]

3. Timetable

Commencement Date [complete only if different from the date of the Call-Off Contract]:

Call-Off Term:

4. The Authority account details

Relevant account code and cost centre:

5. The Authority's Call-Off Co-ordinator

Name:

Address:

Phone:

Fax:

Email:

6. Insurance (if any) to be held by Service Provider:

[Delete as appropriate]

- a) Public liability insurance to cover injury and loss to third parties of £[X] million per occurrence with financial loss extension;
- b) Insurance to cover the loss or damage to any item related to the Services of £[X] million per claim.
- c) Product liability insurance £[X] million in the aggregate per annum with financial loss extension.
- d) Employer's liability insurance of £[X] million per incident; and
- e) professional indemnity insurance in the sum of £[X] million per claim or, where professional indemnity insurance is not available, a "financial loss" extension to the product liability insurance referred to in Clause 6(c).

7. Termination at Will

The period of notice to be given by the Authority in order to terminate the Call-Off Contract in accordance with Clause 7 of the Call-Off Contract is [] days.

[Attachment 1A – Specification]

Attachment 2

Proposal

[To be completed by the Service Provider]

1. Proposed Solution

The Service Provider should detail how it proposes to deliver the Services set out in Attachment 1, including (where requested) a Project Plan (this may be as simple as a plan that contains dates for acceptance testing and completion depending on the particular project), details of any equipment and materials required and service levels.

2. Charges

The Service Provider should set out the charges for the Services required, their provision and the contract model as set out in Attachment 1, taking into account that the rates used to calculate the Charges shall not exceed the rates set out in Schedule 3 of this Agreement.

3. Service Team and Personnel

Details of the Service Provider's Manager, and Personnel, including grades and areas of responsibility. Please attach copies of CVs.

4. Experience

An outline of relevant past work or projects including references;

5. Proposed sub-contractors (if any)

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

6. Proposed completion date

[Complete only if different from duration/expiry date stated in Attachment 1]:

7. Insurance

The Service Provider should confirm that additional insurance cover has/will be arranged according to the requirements (if any) set out in Attachment 1.

8. Other Information

Attachment 3

Special Conditions for Call-Off

- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about the Agreement and the Services to be provided and that it has made all appropriate and necessary enquiries to enable it to perform the Services under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or the Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.
- 2.3 The timetable for any Services to be provided by the Service Provider and the corresponding Milestones (if any) and Project Plan are set out in Attachment 1.
- 2.4 The Service Provider acknowledges and agrees that as at the date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services provided to the Authority under this Call-Off Contract.

3. CALL-OFF TERM

This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to Clause 3.2 of the Agreement, shall continue in force for the Call-Off Term stated in Attachment 1 unless terminated earlier in whole or in part in accordance with the Agreement.

4. CHARGES

Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with clause 49 of the Agreement. The Service Provider shall submit invoices in accordance with the Agreement and the Charges shall be paid in accordance with the Agreement.

5. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL

The Authority's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

[6.

7. TERMINATION

Without prejudice to the Authority's right to terminate the Agreement or this Call-Off Contract under Clause 45.1 of the Agreement or to terminate at common law, the Authority may terminate this Call-Off Contract at any time without cause subject to

giving the Service Provider written notice of the period specified in paragraph 7 of Attachment 1.

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

SIGNED

For and on behalf of the *[Authority]*

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED

For and on behalf of *[the Service Provider]*

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment 1

[To be completed by the Authority]

1. Services to be provided and associated information

[Detail here all (a) Services and (b) deliverables with full descriptions of what is required and/or insert a specification at Attachment 1A

Include a Project Plan that clearly identifies the project milestones against which payments are to be made. This may be as simple as a plan that contains dates for acceptance and completion. If no plan is available, or if the Milestones cannot be specified at this stage, you must request the Service Provider to include a proposed plan and Milestones in their response.

You should also define other requirements you wish the Service Provider to respond to such as:

- *details of any technical and/or functional specifications and/or any service levels (as applicable) of any Deliverable or Service required by the Authority to be delivered or achieved by the Service Provider;*
- *Working Hours;*
- *CVs of the Personnel to be working on the project;*
- *estimated time-lines for each of the Milestones and for the overall project;*
- *the Service Provider's best price offer based on charges (subject to Schedule 3);*
- *the Service Provider's proposal for staged payments or whether pro-rata monthly payments will apply;*
- *any materials, equipment or goods required to provide the Services, including Service Provider Intellectual Property Rights deliverables and Third Party Intellectual Property Rights deliverables;*
- *any material assumptions or facts relied upon by the Authority in compiling it and any other material information which relates to the Services required to be provided and/or performed;*
- *Service levels, and measurement thereof;*
- *any warranties and/or representations required from the Service Provider.]*

2. Acceptance Criteria

[If the Authority requires any deliverable (whether in isolation or in combination with other deliverables (e.g. as a solution, package, or system)) and/or any Services to be subject to acceptance and/or service validation tests (as applicable), define the acceptance criteria which the Service Provider must ensure]

3. Timetable

Commencement Date [complete only if different from the date of the Call-Off Contract]:

Call-Off Term:

4. The Authority account details

Relevant account code and cost centre:

5. The Authority's Call-Off Co-ordinator

Name:

Address:

Phone:

Fax:

Email:

6. Insurance (if any) to be held by Service Provider:

[Delete as appropriate]

- a) Public liability insurance to cover injury and loss to third parties of £[X] million per occurrence with financial loss extension;
- b) Insurance to cover the loss or damage to any item related to the Services of £[X] million per claim.
- c) Product liability insurance £[X] million in the aggregate per annum with financial loss extension.
- d) Employer's liability insurance of £[X] million per incident;
- e) professional indemnity insurance in the sum of £[X] million per claim or, where professional indemnity insurance is not available, a "financial loss" extension to the product liability insurance referred to in Clause 6(c).

7. Termination at Will

The period of notice to be given by the Authority in order to terminate the Call-Off Contract in accordance with Clause 7 of the Call-Off Contract is [] days.

Attachment 2

[To be completed by the Service Provider]

1. Charges

Charges to be specified on a time and materials or fixed fee basis. If time and materials fee, also specify maximum price for provision of the Services.

2. Key Personnel

The Service Provider's Key Personnel (include grades and areas of responsibility):

3. Proposed sub-contractors (if any)

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

4. Proposed completion date

[COMPLETE ONLY IF DIFFERENT FROM DURATION/EXPIRY DATE STATED IN ATTACHMENT 1]

Attachment 3

Special Conditions for Call-Off

SCHEDULE 6 - FORM FOR VARIATION

Agreement Parties: *[to be inserted]*

Call-Off Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone *[to be inserted]*

Fax *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO AGREEMENT (AVC)

Pursuant to Clause 49 of the Agreement, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Call-Off Co-ordinator as an acceptance by the Service Provider of the variation shown below.

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

.....
For the Authority

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

SCHEDULE 7 - USE OF TRAFALGAR SQUARE

Includes Trafalgar Square Bye-Laws 2012, Trafalgar Square Licence Conditions and Fabric Protection Guidelines for Trafalgar Square