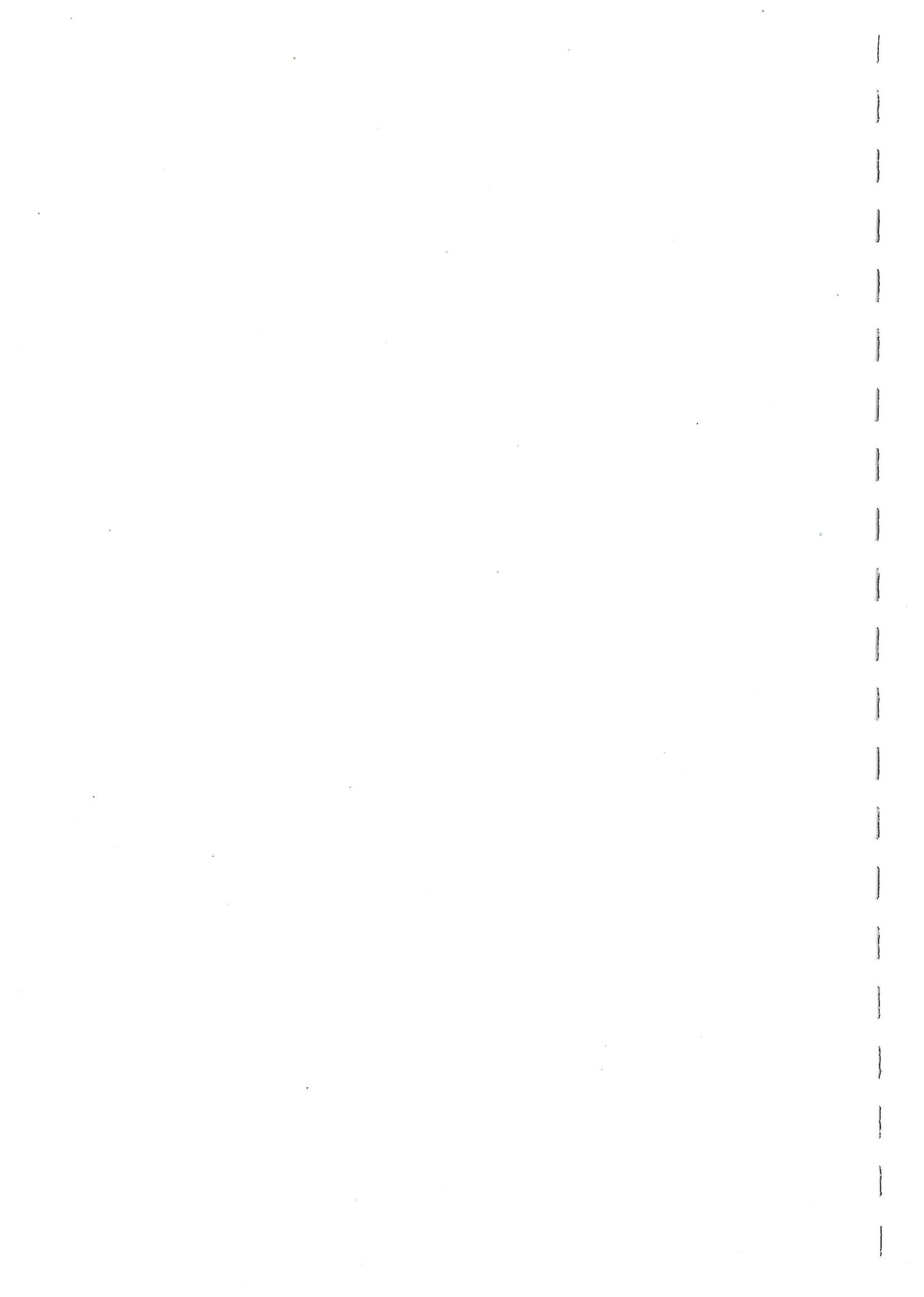




Bus Drivers' on Highway Toilet Facilities

conduct (the "Ethical Sourcing Principles") in relation to the provision of the Services.

- A32.2 As soon as practicable following the Contract Commencement Date the Service Provider shall be registered with an ethical supplier database, such as SEDEX (Supplier Ethical Data Exchange). The Service Provider agrees that for the duration of this Contract, it shall permit and enable the Authority to have access to the information relating to the Service Provider that subsists in such ethical supplier database.
- A32.3 During the course of this Contract, the Authority has the right to request the Service Provider to carry out one or more audits using a reputable auditor to verify whether the Service Provider is complying with the Ethical Sourcing Principles. The identity of the auditor is to be approved by the Authority, such approval not to be unreasonably withheld or delayed. The costs of the audit shall be borne by the Authority.
- A32.4 During the course of this Contract, if the Authority has reasonable cause to believe that the Service Provider is not complying with any of the Ethical Sourcing Principles, then the Authority shall notify the Service Provider and the Parties shall agree an action plan with appropriate timeframes for compliance by the Service Provider (the "Action Plan"), such Action Plan to be agreed by the Parties by no later than two weeks from the date of the Authority notifying the Service Provider that remedial action is required or such other period as the Parties may otherwise agree in writing. The costs of the creation and implementation of the Action Plan shall be borne by the Service Provider.
- A32.5 Following the agreement of the Action Plan, the Authority reserves the right to conduct one or more audits, (either itself or via a third-party auditor approved by the Authority) in relation to compliance by the Service Provider with the Action Plan.
- A32.6 For the avoidance of doubt, the rights of audit contained in this Clause A36 shall include without limitation the right of the Authority (or an Authority-approved auditor) acting reasonably to undertake physical inspections of relevant sites/factories, to conduct interviews with relevant personnel and to inspect relevant documents. The Service Provider shall co-operate and shall procure that its sub-contractors (as applicable) co-operate with the Authority in relation to all aspects of any audit.





Bus Drivers' on Highway Toilet Facilities

A33 Supplier Diversity

A33.1 Compliance

A33.1.1 Without limiting the generality of any other provision of this Contract, the Service Provider:

- (a) shall not unlawfully discriminate,
- (b) shall procure that its personnel do not unlawfully discriminate, and
- (c) shall use reasonable endeavours to procure that its direct and indirect subcontractors do not unlawfully discriminate in relation to the Services,

within the meaning and scope of the Equality Act 2010 and any other relevant enactments in force from time to time relating to discrimination in employment.

A 33.1.2 The Service Provider acknowledges that the Authority as a public authority is subject to a statutory 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.

A.33.1.3 The Service Provider acknowledges where the Authority is the GLA, the GLA is under a duty under section 404(2) of the Greater London Authority Act 1999 and where the Authority is TfL, TfL is under a duty by virtue of a direction under section 155 of the Greater London Authority Act 1999 in respect of section 404(2) of that Act to have due regard to the need to:

- (a) promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
- (b) eliminate unlawful discrimination;
- (c) promote good relations between persons of different racial groups, religious beliefs and sexual orientation; and





Bus Drivers' on Highway Toilet Facilities

(9d) in providing the Services, the Service Provider shall assist and co-operate with the Authority where possible to enable the Authority to satisfy its duty.

A33.1.4 TfL's Harassment, Bullying and Discrimination Policy ("Policy") as up-dated from time to time (copies of which are available on request from TfL) requires TfL's own staff and those of its direct and indirect subcontractors to comply fully with the Policy to eradicate harassment in the workplace. The Service Provider shall:

- (a) ensure that its staff, and those of its direct and indirect subcontractors who are engaged in the performance of the Contract are fully conversant with the requirements of the Policy;
- (b) fully investigate allegations of workplace harassment in accordance with the Policy; and
- (c) ensure that appropriate, effective action is taken where harassment is found to have occurred.

A33.2 Strategic Equality & Diversity Plan – Not Used

A33.3 Diversity Training

A33.3.1 For the duration of this Contract, the Service Provider shall comply with the "Agreed Training Plan" in relation to all of its employees engaged in the performance of the Contract. For the purposes of this Agreement the expression "Agreed Training Plan" means the diversity training plan set out as agreed and attached to the Contract as a Schedule headed "Agreed Training Plan". The Service Provider shall procure that each of its direct subcontractors:

- (a) adopts and implements; and
- (b) in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors uses reasonable endeavours to procure that those indirect subcontractors adopt and implement,

a diversity training plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as the Agreed Training Plan.



Bus Drivers' on Highway Toilet Facilities

A33.3.2 Where a subcontractor has, pursuant to Clause A33.1 or otherwise, adopted a diversity training plan, the Service Provider shall procure that each of its direct subcontractors:

- (a) provides; and
- (b) in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors, use reasonable endeavours to procure that those indirect subcontractors provide

a copy of its diversity training plan (and any amendments thereto) to TfL or its nominee as soon as reasonably practicable.

A33.4 Supplier Diversity Plan – Not Used

A33.5 Communications Plan – Not Used

A33.6 Monitoring and Reporting

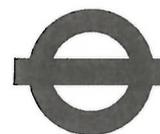
A33.6.1 Subject to Clause A33.6.2, the Service Provider shall use reasonable endeavours to provide TfL on the date of this Agreement and subsequently every 12 months from the date or such other frequency as TfL may reasonably request of this Agreement with the following information:

An annual report on performance and compliance with the equality and diversity provisions as set out in clauses A33.2 and A33.3. The annual report should set out:

- (a) the performance of the Service Provider over the past 12 months in relation to the Agreed Strategic Equality and Diversity Plan, the Agreed Training Plan, the Agreed Supplier Diversity Plan and the Agreed Communications Plan and/or the action plan submitted for the previous 12 months in accordance with clause A33.6.1 (d)
- (b) the proportion of its employees engaged in the performance of the Agreement and, to the extent reasonably possible, the employees of its direct or indirect subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of the Agreement who are:

- (i) female;





Bus Drivers' on Highway Toilet Facilities

- (ii) of non-white British origin or who classify themselves as being non-white British;
 - (iii) from the Local Community;
 - (iv) disabled
- (c) the proportion of its direct or indirect subcontractors that are SMEs and/or BAMEs and/or other suppliers from other under-represented or protected groups.
- (d) a plan of action for the forthcoming 12 months showing what the Service Provider plans to do to continue delivery of the equality & supplier diversity objectives.

For the purposes of this clause, the meaning of SME and BAME is as set out in the attached document called TfL Supplier Diversity Definitions at Appendix B.

A33.6.2 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 1998 (as may be amended) in the collection and reporting of the information to TfL pursuant to clause A33.6.1.

A33.7 Equality and Diversity Infractions

A33.7.1 If the Service Provider or any of its direct subcontractors commits a Equality & Diversity Infraction, TfL shall be entitled (but not obliged) to act as follows:

- (a) if a Equality & Diversity Infraction is committed by the Service Provider then TfL may serve written notice upon the Service Provider identifying in reasonable detail the nature of the Equality & Diversity Infraction, and the Service Provider shall cease committing and remedy, at its own cost, the Equality & Diversity Infraction, within 30 days of receipt of such notice (or such longer period as may be specified in the notice); or
- (b) if the Equality & Diversity Infraction is committed by a direct subcontractor of the Service Provider, TfL may serve written notice upon the Service Provider identifying in reasonable detail the nature of the Equality & Diversity Infraction, and the Service Provider shall procure that the direct subcontractor ceases committing and remedies, at its own cost, the Equality & Diversity Infraction within 30 days of receipt by the Service Provider of such notice (or such longer period as may be specified in the notice). If the Service Provider fails to procure





Bus Drivers' on Highway Toilet Facilities

the remedy of the Diversity Infraction, TfL may serve a further written notice upon the Service Provider and within 30 days of receipt of such further notice (or such longer period as may be specified in the notice), the Service Provider shall terminate, at its own cost, the relevant contract with its direct subcontractor and procure performance of the affected works or services by another person which also complies with the obligations specified in clauses A33.2 and A33.3 of this Contract.

A33.7.2 It shall be a fundamental term and condition of the Contract that the Service Provider complies with its obligations under clauses A33.7.1 (a) to A33.7.1(b). Where, following receipt of a notice given pursuant to clause A33.7.1(a) or A33.7.1(b) the Service Provider fails to remedy a Diversity Infraction to the satisfaction of TfL or in the case of clause A33.7.1(b) fails to terminate the contract with a defaulting subcontractor and procure performance by another person on the terms specified in clause A33.7.1(b) the Service Provider will be in breach of the Agreement and TfL shall be entitled (but not obliged) to terminate the Agreement, without further notice to the Service Provider, in accordance with the provisions of clause 28 in these clauses.

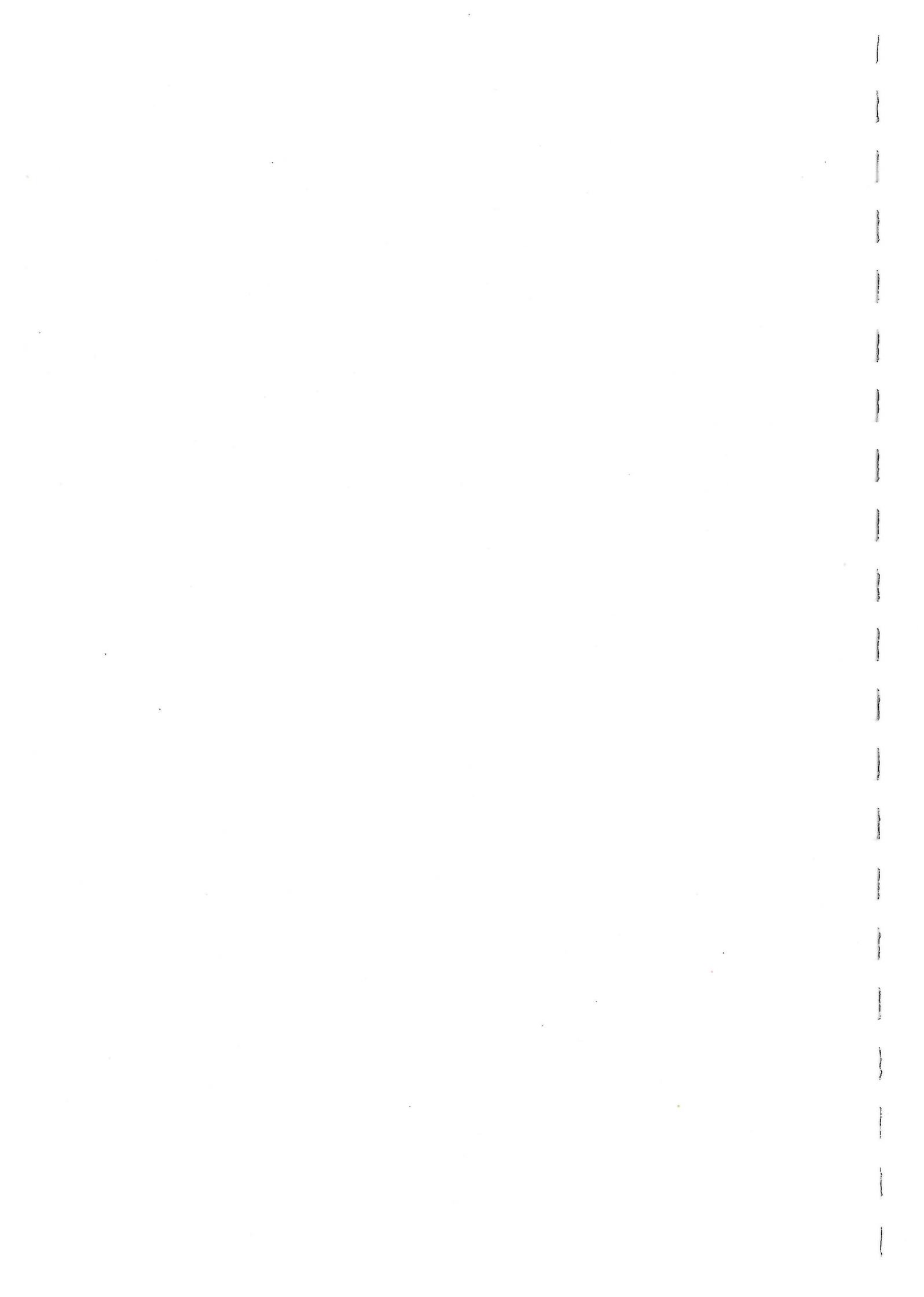
A.33.7.3 For the purposes of this clause A33.7 "Equality & Diversity Infraction" means any breach by the Service Provider of its obligations specified in clauses A33.2 to A33.5 of this Agreement and/or any failure by a direct subcontractor to adopt and implement a strategic equality and diversity plan, a diversity training plan and/or a supplier diversity plan as described in clauses A33.2 to A33.5 of this Agreement.

A.33.8 Equality and Diversity Audit

A33.8.1 TfL or its nominee may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with clauses A33.2 and A 33.3

A33.8.2 TfL's rights pursuant to this clause shall include any and all documents and records of the Service Provider and its direct contractors and, where applicable, subject to the provisions of clauses A33.2 and A33.3 indirect subcontractors and shall include the Minimum Records.

A33.8.2 The Service Provider shall, maintain and retain the Minimum Records for a minimum of six years from the termination or expiry of the Contract with respect to all matters in respect of the performance of and compliance with clauses A33.2 and A33.3. The Service Provider shall procure that each of its direct and, where applicable subject to the provisions of clauses A33.2 and A33.3,





Bus Drivers' on Highway Toilet Facilities

indirect subcontractors shall, maintain and retain the Minimum Records for a minimum of six years from the termination or expiry of the Agreement with respect to all matters in respect of the performance of and compliance with clauses A33.2 and A33.3. The Service Provider shall procure that each subcontract between it and its direct subcontractors and, where applicable, subject to the provisions of clauses A37.2 to A33.4 each subcontract between its direct subcontractor and any indirect subcontractor of the Service Provider shall contain rights of audit in favour of and enforceable by TfL substantially equivalent to those granted by the Service Provider pursuant to clause A33.8.

A33.8.3 TfL shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider and each direct subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Agreement and/or relevant subcontract (as the case may be).

A33.8.4 The Service Provider shall promptly provide, and procure that its direct subcontractors and, where applicable subject to the provisions of clauses A33.2 and A33.3 indirect subcontractors promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:

- (a) granting or procuring the grant of access to any premises used in the Service Provider's performance of the Agreement or in the relevant subcontractor's performance of its subcontract, whether the Service Provider's own premises or otherwise;
- (b) granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's or the relevant subcontractor's obligations specified in clauses A33.2 and A33.3 wherever situated and whether the Service Provider's own equipment or otherwise; and
- (c) complying with TfL's reasonable requests for access to senior personnel engaged in the Service Provider's performance of the Contract or the relevant subcontractor's performance of its subcontract.

A33.8.5 For the purposes of this clause A33.8 the expression Minimum Records means all information relating to the Service Provider's performance of and compliance with clauses A33.2 and A33.3 and the adoption and implementation of a strategic equality and diversity