



Contract Reference Number: Tfl_scp_001814

Date: 18 May 2020

Contract for Waste Management Services – Lot 2

between

Transport for London

and

Biffa Waste Services Ltd

Version: Generic November 2018

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THIS CONTRACT is made the 18 day of May 2020

BETWEEN:

- (1) **TRANSPORT FOR LONDON**, a statutory body established under the Greater London Authority Act 1999 whose office is at 5 Endeavour Square, London E20 1JN ("**the Authority**"); and
- (2) Biffa Waste Services Ltd, a company registered in England and Wales Company Registration Number 0946107 whose registered office is at Coronation Road, Cressex, High Wycombe, Buckinghamshire HP12 3TZ ("**the Service Provider**").

RECITALS:

- A. The provision of bag and wheelie bin collection services at nominated stations and operational buildings within London travel zones 3-9.
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

THE PARTIES AGREE THAT:

1. Definitions and Interpretation

In the Contract (including the Recitals):

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

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

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

"Authority Group" shall mean where the Authority is:

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

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

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

“Authority Premises”

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

“Business Day”

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

“CCSL”

the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;

“Cessation Plan”

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

“Charges”

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

“Confidential Information”

all information (whether written or verbal) that by its nature may reasonably be

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

legislation; and

- (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;

“Declaration of Ineffectiveness”

a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016;

“Force Majeure Event”

any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Affected Party to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

“Holding Company”

any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;

“Insolvency Event”

any of the following:

- (f) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (g) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;
- (h) being a company, either or both of

the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);

- (j) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (j) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (k) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

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

“Key Personnel”

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

“London Living Wage”

the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk);

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including

	any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
“Milestone”	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
“Parties”	the Authority and the Service Provider (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;
“Personal Data”	has the meaning given to it in the Data Protection Legislation;
“Processing”	has the meaning given to it in the Data Protection Legislation;
“Procurement Manager”	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
“Project Plan”	the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
“Public Procurement Termination Event”	has the meaning given to it in Clause 29.7;
“Public Procurement Termination Grounds”	any one or more of the grounds described either in Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016;
“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;
“Service Provider 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 the Contract;
“Service Provider’s Personnel”			all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”			<p>(a) subject to Clause 27.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 32; and</p> <p>(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;</p>
“Specification”			the specification and other requirements set out in Schedule 3;
“Supply Chain Finance Option”			has the meaning given to it in paragraph 1 of Part B of Schedule 6;
“Term”			the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
“TfL”			Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
“Transparency Commitment”			means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments;
“VAT”			means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

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

2. Commencement and Duration

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

3. The Services

- 3.1 The Service Provider:

- 3.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;
- 3.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;
- 3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and
- 3.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.
- 3.2 Notwithstanding anything to the contrary in the Contract, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;
- 3.3 The Service Provider shall provide the Services:
 - 3.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
 - 3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;
 - 3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
 - 3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.
- 3.4 Where in the reasonable opinion of the Authority the Service Provider has failed to provide the Services or any part of them in accordance with the Contract, the Service Provider shall, without prejudice to any of the Authority's other rights, re-perform the Services or part thereof as requested by the Authority at no additional cost and within such period of time as reasonably specified by the Authority.
- 3.5 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the

terms of this Contract with only the necessary changes of Parties' details being made.

- 3.6 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.
- 3.7 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.

4. Charges

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

5. Payment Procedures and Approvals

- 5.1 The Service Provider shall invoice the Authority in respect of the Charges:
 - 5.1.1 where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 1; or
 - 5.1.2 if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

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

- 5.2 The Service Provider shall submit invoices to the postal address set out in Schedule 1 or, where an electronic format for submission of invoices is set out in Schedule 1, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall

contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.

5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.

5.4 The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 5, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:

54.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;

54.2 not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.

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

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

55.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or

55.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 18, the Authority shall be entitled to withhold such amount from

any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.

- 5.6 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.
- 5.7 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty-five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

6. Warranties and Obligations

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

6.1.1 the Service Provider:

6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract; and

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

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

6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;

6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and

6.14 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.

6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

7. Operational Management

7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract.

7.2 The Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:

721 variations to the Contract;

722 any matter concerning the terms of the Contract; and

723 any financial matter (including any issues in Schedule 4),

which shall be referred to the Procurement Manager.

7.3 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.

8. Service Provider's Personnel

8.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.

8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.

8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate

qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.

- 8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).
- 8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.
- 8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.
- 8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.
- 8.8 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.

9. Sub-Contracting and Change of Ownership

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

- 921 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;
- 922 be responsible for payments to that person;
- 923 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;
- 924 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify the Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;
- 925 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);
- 926 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;
- 927 include a term in each sub-contract (of any tier):
- 9.2.7.1 requiring payment to be made by the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements;
- 9.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that

any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements;

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

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

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

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

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

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

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

10. Conflict of Interest

10.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Authority Group, save to the extent fully disclosed to and approved by the Authority.

10.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately

upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 27.1.4.

11. Access to Premises and Assets

- 11.1 Subject to Clause 8.4 any access to either or both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:
- 11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;
 - 11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;
 - 11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;
 - 11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;
 - 11.1.5 not damage the Authority Premises or any assets on Authority Premises; and
 - 11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider's Personnel in the performance of the Services.
- 11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.

- 11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

12. Compliance with Policies and Law

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

- 121.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;
- 121.2 shall provide the Services in compliance with and shall ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either or both of the Service Provider's or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;
- 121.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 121.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or

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

1215 where possible, shall provide the Services in such a manner as to:

12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

12.1.5.2 eliminate unlawful discrimination; and

12.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation;

1216 Where the GLA is the Authority the Service Provider shall:

12.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority’s duties referred to in Clauses 12.1.4. - 12.1.5 as are relevant to the Contract and the Service Provider’s activities;

12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. - 12.1.5;

12.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4. - 12.1.5;

12.1.6.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Clause 12.1.6 as if the sub-contractor were in the position of the Service Provider;

12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and cooperate fully with the

Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and

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

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

- 12.2 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:
 - 1221 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
 - 1222 enhance the environment and have regard to the desirability of achieving sustainable development;
 - 1223 conserve and safeguard flora, fauna and geological or physiological features of special interest; and

- 1224 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

Work Related Road Risk

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

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

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

which are more particularly described at:
www.fors-online.org.uk;

“Van”

a vehicle with a MAM not exceeding 3,500 kilograms; and

“WRRR Self-Certification Report”

has the meaning given to it in Clause 12.10.

Fleet Operator Recognition Scheme Accreditation

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

124.1 (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

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

Safety Features on HGVs

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

Construction Logistics and Community Safety (CLOCS)

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

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

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

12.6.2.1 the Services are being delivered; or

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

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

Direct Vision Standard (DVS)

- 12.7 Where applicable, for contracts exceeding a value of £1m where the duration will exceed 12 months and a significant amount of the work will be conducted within the GLA boundaries:
- 127.1 the Service Provider shall comply with the DVS Schedule attached to this Contract; and
 - 127.2 the Service Provider shall ensure that:
 - 127.3 from and including 26 October 2019, all Category N3 HGVs used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating; and
 - 127.4 from and including 26 October 2023, all Category N3 HGVs used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating.

Driver Training

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

Collision Reporting

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

Self-Certification of Compliance

- 12.10 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Contract Commencement Date, the Service Provider shall provide a written report to the Authority detailing its compliance with Clauses 12.4, 12.5, 12.6, 12.7, 12.8 and 12.9 (as applicable) of this Contract (the “**WRRR Self-Certification Report**”). The Service Provider shall provide updates of the WRRR Self-Certification Report to the Authority on each

six-month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Service Provider Regarding Sub-contractors

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

12.11.1 Clauses 12.4, 12.8, 12.9, 12.10; and

12.11.2 for Category N2 HGVs – Clause 12.5; and

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

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

Failure to Comply

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

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

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

13. London Living Wage

- 13.1 For the purposes of this Clause 13 only, “Sub-contractor” means a sub-contractor (of any tier) of the Service Provider.

- 13.2 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the Authority Group ensure that the London Living Wage be paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Authority’s estate in the circumstances set out in Clause 13.3.1.

- 13.3 Without prejudice to any other provision of this Contract, the Service Provider shall:

- 13.3.1 ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services:
- 13.3.1.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and
 - 13.3.1.2 on the Authority's estate including (without limitation) premises and land owned or occupied by the Authority,
- be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;
- 13.3.2 ensure that none of:
- 13.3.2.1 its employees; nor
 - 13.3.2.2 the employees of its Sub-contractors,
- engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;
- 13.3.3 provide to the Authority such information concerning the London Living Wage as the Authority or its nominees may reasonably require from time to time, including (without limitation):
- 13.3.3.1 all information necessary for the Authority to confirm that the Service Provider is complying with its obligations under Clause 13; and
 - 13.3.3.2 reasonable evidence that Clause 13 has been implemented;
- 13.3.4 disseminate on behalf of the Authority to:
- 13.3.4.1 its employees; and
 - 13.3.4.2 the employees of its Sub-contractors,
- engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and
- 13.3.5 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):

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

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

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

13.4 For the avoidance of doubt the Service Provider shall:

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

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

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

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

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

14. Corrupt Gifts and Payment of Commission

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

15. Equipment

15.1 Risk in:

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

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

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

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

16. Quality and Best Value

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

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

17. Records, Audit and Inspection

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

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

17.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in Data Protection Legislation) which shall only be retained for as

long as necessary, following termination or expiry of the Contract ("**Retention Period**").

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

18. Set-Off

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

19. Indemnity

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

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

20. Insurance

- 20.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of not less than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services (the "**Insurances**") and will ensure that the Authority's interest is noted on

each and every policy or that any public liability, product liability or employer's liability insurance includes an Indemnity to Principal clause:

- 20.1.1 public liability to cover injury and loss to third parties;
 - 20.1.2 insurance to cover the loss or damage to any item related to the Services;
 - 20.1.3 product liability; and
 - 20.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 20.1.1 or, if applicable, the product liability insurance referred to in Clause 20.1.3. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.
- 20.2 The insurance cover will be maintained with a reputable insurer.
- 20.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 20.1 and payment of all premiums due on each policy.
- 20.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 20.1 being or becoming void, voidable or unenforceable.
- 20.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

21. The Authority's Data

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

22. Intellectual Property Rights

- 22.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings,

computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services (the “**Products**”) provided that such assignment shall not include items not prepared or developed for the purposes of this Contract.

22.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.

22.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority’s prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.

22.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

23. Privacy, Data Protection and Cyber Security

23.1 The Service Provider shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with Schedule 2 of this Contract.

23.2 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

24. Confidentiality and Announcements

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

24.1.1 the terms of this Contract; and

24.1.2 any and all Confidential Information that it may acquire in relation to the Authority.

24.2 The Service Provider will not use the Authority’s Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 24.1.

24.3 The obligations on the Service Provider set out in Clause 24.1 will not apply to any Confidential Information:

24.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 24);

- 24.32 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
- 24.33 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 24.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 24.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 24.6 The provisions of this Clause 24 will survive any termination of this Contract for a period of 6 years from termination.

25. Freedom of Information and Transparency

- 25.1 For the purposes of this Clause 25:
- 25.1.1 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re- enactment of any of them and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;
- 25.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and
- 25.1.3 **“Information Access Request”** means a request for any Information under the FOI Legislation.
- 25.2 The Service Provider acknowledges that the Authority:
- 25.2.1 is subject to the FOI Legislation and agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

- 25.22 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.
- 25.3 Without prejudice to the generality of Clause 25.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:
- 25.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and
- 25.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.
- 25.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.
- 25.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 25.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 24.1 and Clause 25, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 25.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 25.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 25.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

26. Dispute Resolution

- 26.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.
- 26.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 26.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.
- 26.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 26.5 Where a dispute is referred to mediation under Clause 26.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 26.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 26.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 41.
- 26.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 26.
- 26.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 26 and Clause 26 shall not apply in respect of any circumstances where such remedies are sought.

27. Breach and Termination of Contract

- 27.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:
- 27.1.1 In addition and without prejudice to Clauses 27.1.2 to 27.1.6 (inclusive), the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;
 - 27.1.2 the Service Provider is subject to an Insolvency Event;
 - 27.1.3 in the event that there is a change of ownership referred to in Clause 9.3 or the Service Provider is in breach of Clause 9.3;
 - 27.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;
 - 27.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or
 - 27.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or
 - 27.1.7 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law.
- 27.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 27.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.

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

28. Consequences of Termination or Expiry

- 28.1 Notwithstanding the provisions of Clause 24, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

- 28.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
- 28.3 Upon expiry or termination of the Contract (howsoever caused):
- 28.3.1 the Service Provider shall, at no further cost to the Authority:
- 28.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and
- 28.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.
- 28.3.2 the Authority shall (subject to Clauses 18, 28.1 and 28.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.
- 28.4 On termination of all or any part of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and (save where terminated under Clause 27.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.
- 29. Declaration of Ineffectiveness and Public Procurement Termination Event**
- 29.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 28 and Clauses 29.1, 29.2, 29.4 to 29.6 (inclusive) and 29.12 shall apply as from the time when the Declaration of Ineffectiveness is made.
- 29.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either

Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 29.1 to 29.6 inclusive.

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

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

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

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

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

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

29.6 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to any Declaration of Ineffectiveness.

29.7 Without prejudice to the Authority's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016, in the event that the Authority exercises its right to terminate pursuant to this Clause 29.7 (a "**Public Procurement Termination Event**"), the

Authority shall promptly notify the Service Provider and the Parties agree that:

- 29.7.1 the provisions of Clause 28 and these Clauses 29.7 to 29.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and
 - 29.7.2 if there is any conflict or discrepancy between the provisions of Clause 28 and these Clauses 29.7 to 29.12 or the Cessation Plan, the provisions of these Clauses 29.7 to 29.12 and the Cessation Plan shall prevail.
- 29.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 29.7 to 29.11 inclusive.
- 29.9 As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 29.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and
 - 29.9.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,
- in accordance with the provisions of these Clauses 29.7 to 29.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.
- 29.10 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 29.11 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or

loss of opportunity as a result of the early termination of this Contract as a result of Public Procurement Termination Grounds.

- 29.12 For the avoidance of doubt, the provisions of this Clause 29 (and applicable definitions) shall survive any termination of the Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

30. Survival

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

31. Rights of Third Parties

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

32. Contract Variation

Save where the Authority may require an amendment to the Services and/or this Contract is amended pursuant to the Service Provider’s exercise of any Supply Chain Finance Option, the Contract may only be varied or amended with the written agreement of both Parties. Save for any variations or amendments to reflect the Service Provider’s exercise of any Supply Chain Finance Option (the mechanism for which is set out at Part B of Schedule 6) the details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Part A of Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

33. Novation

- 33.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).
- 33.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the

Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.

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

34. Non-Waiver of Rights

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

35. Illegality and Severability

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

36. Notices

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

if delivered by hand, at the time of delivery;

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

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

37. Entire Agreement

37.1 Subject to Clause 37.2:

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

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

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

38. Counterparts

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

39. Relationship of the Parties

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

40. Further Assurance

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

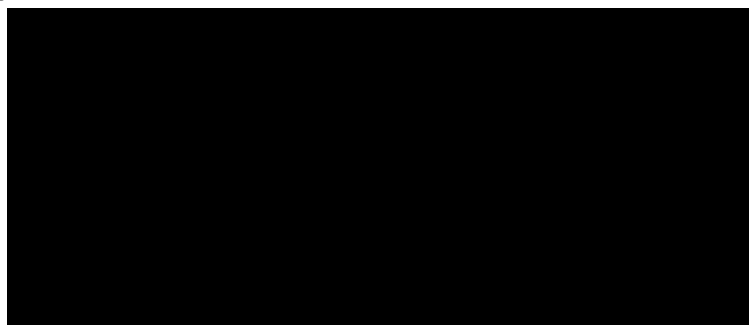
41. Governing Law

The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 26, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a

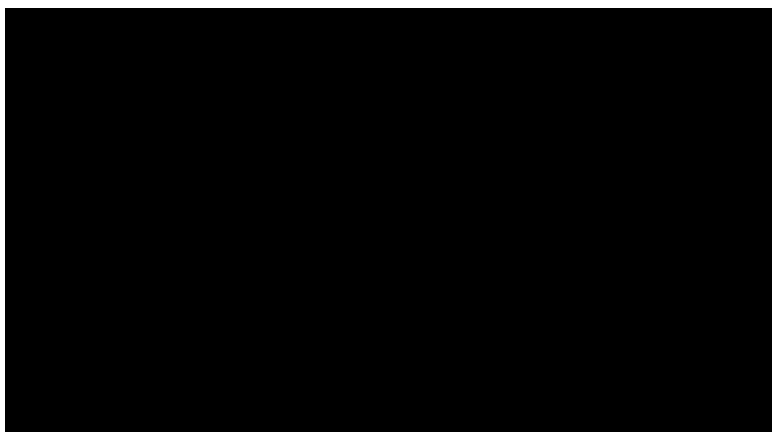
judgment and take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

THE CONTRACT has been signed
year written above.

Signed by
for and on behalf of
the Authority



Signed by
for and on behalf of
the Service Provider



SCHEDULE 1 - KEY CONTRACT INFORMATION

1. **Contract Reference Number:** Tfl_scp_001814
2. **Name of Service Provider:** Biffa Waste Services Ltd
3. **Commencement:**
 - (a) **Contract Commencement Date:** 11 May 2020
 - (b) **Service Commencement Date:** 15 June 2020
4. **Duration/Expiry Date:** 1 June 2024


Initial four years with an option to extend for an additional three years in 12 month increments (4+1+1+1)
5. **Payment**

Clause 5.1

The payment period shall be 4-weekly
6. **Address where invoices shall be sent:** Transport for London
Accounts Payable
14 Pier Walk
London
SE14

Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider:
7. **Time for payment where not 30 days (see Clause 5.4):**
8. **Details of th**

Name:
Address:
Tel:
Email:



9. Details of t

Name:

Address:

Tel:

Email:

[Redacted contact details]

10. Service Pro

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[Redacted content]

1

without cause): 90 days

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

For the Authority:

10th Floor, Palestra, 197 Blackfriars, Rd

For the attention of:

[Redacted name]

For the Service Provider:

Gatehouse Way, Aylesbury, H

13. **Office facilities to be provided to the Service Provider in accordance with Clause 11.3:** Not applicable to this Contract
14. **Training to be provided by the Service Provider in accordance with Clause 8.8:** All training to be provided in accordance with the Specification

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

A3 Personnel Management and Training

A3.1 The Service Provider shall provide the Key Personnel and shall procure that they:

A3.1.1 diligently supervise the performance of the Services;

A3.1.2 attend all contract meetings with the Authority (the location, frequency and time of which shall be specified by the Authority from time to time); and

A3.1.3 be available to the Authority to resolve any issues arising in connection with the Contract at such time period as is specified in Schedule 1.

A3.2 The Service Provider may only make any changes to the Key Personnel (except in the event of sickness, incapacity or resignation) with the prior consent of the Authority's Contract Manager (which shall not be unreasonably withheld).

A3.3 The Service Provider:

A3.3.1 without prejudice to Clause 8.2, undertakes that all the Service Provider's Personnel possess the appropriate skills, qualifications and experience to perform the tasks assigned to them, and that they shall be available at such times as are necessary to perform the Services in accordance with the Contract;

A3.3.2 shall ensure that all the Service Provider's Personnel are in possession of valid work permits if they are non- European Community nationals; and

A3.3.3 subject to Clause A3.5 shall (at its expense) provide or procure the provision of training for the Service Provider's Personnel in respect of all aspects of its performance of the Contract and, as the Authority may require, for any employees, agents and contractors of the Authority in relation to the operation or use of any equipment supplied under the Contract in accordance with the terms set out in Schedule 1.

A3.4 Without prejudice to the Service Provider's other obligations under the Contract, where training of any or all of the Service Provider's Personnel is required for the purposes of performance of the Contract, the Service Provider shall not assign any Service Provider's Personnel to the performance of the Contract unless and until such Service Provider's Personnel have satisfactorily completed such training.

A.3A Criminal Record Declarations

A.3A.1 In this Clause A.3A:

A.3A.1.1 “**Relevant Individual**” means any member of the Service Provider’s Personnel engaged in any aspect of the provision of the Services and requiring potentially the access to Authority Premises; and

A.3A.1.2 “**Relevant Conviction**” means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security.

A.3A.2 The Service Provider shall procure from a Relevant Individual a declaration that he has no Relevant Convictions (“**Declaration**”) or disclosure of any Relevant Convictions he has committed. A Declaration shall be procured prior to any Relevant Individual being engaged in any aspect of the provision of the Services. The Service Provider shall confirm to the Authority in writing on request and in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Service Provider shall procure that a Relevant Individual notifies the Service Provider immediately if he commits a Relevant Conviction throughout the duration of this contract and the Service Provider shall notify the Authority in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.

A.3A.3 The Service Provider is not permitted to engage or allow the engagement of any Relevant Individual any person in any aspect of the provision of the Services any Relevant Individual who has disclosed a Relevant Conviction.

A.3A.4 The Authority may in accordance with the audit rights set out in Clause 16 audit and check any and all such records as are necessary in order to monitor compliance with this Clause A.3A at any time during performance of this Contract.

A.3A.5 If the Service Provider fails to comply with the requirements under Clauses A.3A.2 and/or A.3A.3, the Authority may, without prejudice to his rights under Clause 27.1.1, serve notice on the Service Provider requiring the Service Provider to immediately remove or procure the removal of any Relevant Individual who has not provided a Declaration from the Authority Premises (as the case may be) with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Services unless (in the case of non-compliance with Clause A.3A.2) within 7 days of receipt of the notice the Service Provider confirms to the Authority he has procured all of the Declarations required under Clause A.3A.2.

A.3A.6 A persistent breach of either or both of Clause A.3A.2 or A.3A.3 by the Service Provider shall constitute a material breach of this Contract which is not capable of remedy and entitles the Authority to terminate the Contract in whole or in part with immediate effect in accordance with Clause 27.1.1.

A.3A.7 If either Party becomes aware that a Relevant Individual has committed a Relevant Conviction, the Service Provider shall remove or procure the removal of any Relevant Individual who has not provided a Declaration from the Authority Premises with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Services.

A.3A.8 Nothing in this Clause A.3A in any way waives, limits or amends any obligation of the Service Provider to the Authority arising under this Contract and the Service Provider's obligation to provide the Services remains in full force and effect and the Service Provider cannot claim any extra costs or time as a result of any actions under this Clause A.3A.

A4 Security and Guarantees

A4.1 As a condition precedent to the Contract, the Service Provider shall (to the extent that it has not already done so) provide at its expense:

A4.1.1 a parent company guarantee (from such Holding Company as the Authority may require unless otherwise agreed with the Authority) and, if requested by the Authority, a legal opinion as to its enforceability, each as are set out in the Appendices A and B to this clause (for the avoidance of doubt, if no such appendices are included, no such guarantee, or legal opinion is required).

A4.2 The Authority shall not be obliged to make any payment to the Service Provider under the Contract whether for the Charges or otherwise unless and until the parent company guarantee (and legal opinion if applicable) have been provided in a form satisfactory to the Authority.

A4.3 The Service Provider shall be regarded as being in material breach of the Contract which is incapable of remedy in the event that any parent company guarantee (as the case may be) is or becomes invalid or otherwise unenforceable.

A4.5 The Service Provider shall give notice to the Authority within 10 Business Days where there is any change in the ownership of the guarantor of the parent company guarantee where such change relates to 50% or more of the issued share capital of the guarantor. The Authority shall have the right to terminate the Contract within sixty (60) calendar days of receipt of the required notice from the Service Provider, or in the event that the Service Provider fails to give the

required notice, within sixty (60) calendar days of the Authority becoming aware of such event, unless the Service Provider has within such period provided a parent company guarantee or other appropriate security from a replacement guarantor acceptable to the Authority on terms identical to the parent company guarantee.

Appendix A to Clause A4 - Form of Parent Company Guarantee

(Letterhead of Parent Company)

To: *[insert name and address of the Authority]*

Date:

Dear Sir/Madam

We, *[insert name of Guarantor]* ("**the Guarantor**"), understand that you have agreed to enter into Contract No *[insert contract number]* ("**the Contract**") with *[insert name of Service Provider]* ("**the Service Provider**") in respect of *[briefly describe nature of contract]* on the condition that the obligations of the Service Provider under the Contract be guaranteed by a Guarantor.

We are *[recite the relationship of the Guarantor to the Service Provider]*, and we warrant to you that this description of our relationship with/to the Service Provider is true and accurate in all material respects.

WE HEREBY AGREE AND UNDERTAKE with you as follows: -

(a) We unconditionally guarantee on demand:

- (i) the proper, complete and punctual performance by the Service Provider of any and all its obligations, undertakings and responsibilities under the Contract and we shall forthwith make good any default thereunder on the part of the Service Provider; and
- (ii) the due and punctual payment by the Service Provider of all sums, liabilities, awards, losses, damages, costs, charges and expenses that may be or become due and payable to you under or arising out of the Contract in accordance with its terms or otherwise by reason or in consequence of any such default on the part of the Service Provider,

when and as the same shall become due for performance or payment (as the case may be).

(b) As a separate and primary obligation we unconditionally guarantee to you that in the case of default by the Service Provider in making any of the payments or in performing any of the obligations, undertakings and responsibilities set out in paragraph (a) above, we shall on demand pay all sums and observe and perform any or all of such obligations, undertakings and responsibilities as if we instead of the Service

Provider were the primary obligor. Any payment under this Guarantee shall be made by us in pounds sterling or in any currency which may from time to time replace pounds sterling.

- (c) This Guarantee shall be a continuing security and shall remain in full force and effect until all obligations to be performed or observed by the Service Provider under or arising out of the Contract have been duly and completely performed and observed and the Service Provider shall have ceased to be under any actual or contingent liability to you thereunder.
- (d) Any demand or other notice made by you under this Guarantee shall be duly made if sent by first class recorded delivery post to us.
- (e) You shall be entitled to enforce this Guarantee without first notifying the Service Provider of any default or taking any proceedings or demanding upon, enforcing or exhausting any right or remedy against the Service Provider or any other person or taking any action to enforce any other security, bond or guarantee held by you or making or filing any claim in a bankruptcy, liquidation, administration or insolvency of the Service Provider or any person.
- (f) If any sum due or purportedly due under this Guarantee is not or would not be recoverable under a guarantee for any reason whatsoever, whether or not known to you, such sum shall still be recoverable from us as a sole principal debtor upon the terms of this Guarantee.

PROVIDED THAT:

- 1. We shall be under no greater obligation or greater liability under this Guarantee than we would have been under the Contract if we had been named as the Service Provider in the Contract.
- 2. Our obligations hereunder are those of primary obligor and shall remain in full force and effect and shall not be terminated, reduced, discharged or otherwise affected by:
 - (a) any alteration or variation to the terms of the Contract made by agreement between you and the Service Provider (including, without limitation, any increase in the Service Provider's obligations under the Contract or any alteration in the extent or nature or sequence or method or timing of the Services to be carried out under the Contract) or any novation of the Contract (in whole or in part); or
 - (b) any time being given to the Service Provider or any other indulgence, waiver, concession, forbearance or forgiveness to the Service Provider (whether express or by conduct) or any other thing done, omitted or neglected to be done under the Contract; or

- (c) any other bond, security or guarantee now or hereafter held by you for all or any part of the obligations of the Service Provider under the Contract; or
- (d) the release or waiver of any such bond, security or guarantee referred to in paragraph 2(c) above; or
- (e) any amalgamation, reconstruction or dissolution including, without limitation, winding-up of the Service Provider; or
- (f) the winding-up, bankruptcy, administration, receivership or insolvency of the Service Provider; or
- (g) any legal limitation, disability or incapacity relating to the Service Provider or discharge by operation of law or any change in the constitution, name or style of the Service Provider or any other person (whether or not known to you); or
- (h) any total or partial invalidity in, irregularity affecting or unenforceability of any of the obligations of the Service Provider under the Contract; or
- (i) the termination or partial termination of the Contract or the cessation of any Services for any reason or the making of any variation to the Services in accordance with the Contract; or
- (j) any claim or enforcement of payment from the Service Provider or any other person;
- (k) any act or omission which would not have discharged or affected the liability of a sole principal debtor instead of a guarantor or any act or omission, matter or thing which, but for this provision, might operate to exonerate, discharge, reduce or extinguish our liability under this Guarantee.

3. So long as we remain under any actual or contingent liability under this Guarantee, we shall not exercise any right of subrogation or any other right or remedy which we may have against the Service Provider in respect of any payment made by or sum recovered from us pursuant to or in connection with this Guarantee or prove in any liquidation of the Service Provider in competition with you for any sums or liabilities owing or incurred to us by the Service Provider in respect of any such payment by or recovery from us or take or hold any security from the Service Provider in respect of any liability of ours hereunder. We shall hold any monies recovered or security taken or held in breach of this provision in trust for you.
4. Except where prevented from doing so by law, we waive and agree not to enforce or claim the benefit of any and all rights we have or may from time to time have as guarantor under any applicable law which is or may be inconsistent with any of the provision of this Guarantee.

5. This Guarantee is irrevocable.
6. This Guarantee, executed and delivered as a deed, is governed by and shall be construed in accordance with the law of England and Wales. The courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Guarantee except that you have the right in your absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which we are incorporated or in which any of our assets may be situated. You and we agree to submit to that jurisdiction.

[For non-UK resident Guarantors only:

7. For the purposes of this Guarantee we hereby appoint..... of [to be a London address] to accept service of process on our behalf, and service on the said at the said address shall be deemed to be good service on us; and we hereby irrevocably agree not to revoke or terminate such appointment.]
8. You will be entitled to assign the benefit of this Guarantee in whole or in part but we may not assign the benefit and/or delegate the burden of this Guarantee in whole or in part or enter into any transaction which would result in any of those benefits and/or burdens passing to another person.
9. If any provision (in whole or in part) of this Guarantee is found by any court, tribunal, administrative body or authority of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Guarantee and shall be ineffective, without, so far as is possible, modifying any other provision of this Guarantee and this shall not affect any other provisions of this Guarantee which shall remain in full force and effect.

Executed as a Deed and delivered the day and year written above.

Executed as a Deed by) _____
[Parent Company]) Director
acting by a Director and the) _____
Secretary or by two Directors) _____
	Director/Secretary

OR

The common seal of) _____
[Parent Company]) Director
was affixed in the presence of:) _____
) _____
	Director/Secretary

Appendix B to Clause A4-
Form of Legal Opinion for use with Guarantee

To: *[insert name and address of the Authority]*

Date:

Dear Sir/Madam

I am counsel to and I am giving this legal opinion in connection with the making by of the Guarantee (as defined below) in your favour.

1. I have examined the Deed of Guarantee (the "**Guarantee**") dated made between (the "**Guarantor**") and *[insert name of Authority]* (the "**Authority**"). Terms defined in or for the purpose of the Guarantee have the same meanings in this opinion.
2. Having considered the Guarantee and examined any other document, resolution or certificate I deemed necessary to enable me to give the opinion contained herein and having regard to all applicable laws of I am pleased to advise that in my opinion:
 - (a) the Guarantor was incorporated in on as a [company with limited liability] and validly exists under the laws of as a separate legal entity possessing the capacity to sue or be sued in its own name. To the best of my knowledge having carried out [DESCRIBE APPLICABLE SEARCHES] today, no steps have been, or are being, taken to appoint a receiver or liquidator (or similar encumbrancer or officer) over, or to wind up, the Guarantor;
 - (b) the Guarantor has the necessary power and authority, and all necessary corporate and other action (including, without limitation, approvals and consents of members, stockholders, debenture holders or governmental or other regulatory authorities) has been taken to enable the Guarantor to enter into the Guarantee and to perform the obligations of the Guarantor and the transactions contemplated thereby; and
 - (c) The entry into and performance of the Guarantee and the transactions contemplated thereby will not cause:
 - (i) any limit on the Guarantor or its directors (whether imposed by the documents constituting the Guarantor, statute, regulation, agreement or otherwise) to be exceeded;
 - (ii) any law or order or constitutional document in respect of the Guarantor to be contravened;

- (iii) any default under, or give rise to an obligation to create or impose any security interest of any nature whatsoever pursuant to, any agreement or other instrument or any judgment or other requirement known to us after due enquiry to which the Guarantor is a party or by which it or any of its assets is bound. Further, no event has occurred that, with the giving of notice, lapse of time, determination of materiality or other conditions might constitute a default under or in respect of such agreement, instrument or judgment;
- (d) the Guarantee has been properly signed and delivered on behalf of the Guarantor and the obligations on the part of the Guarantor contained in the Guarantee, assuming them to be valid and binding according to English law by which they are expressed to be governed, are valid, legally binding on and enforceable against the Guarantor under the laws of and in the courts of;
- (e) the signature, delivery and performance of the Guarantee by the Guarantor constitute private and commercial acts by it rather than public or governmental acts;
- (f) all authorisations, approvals, consents, licences, exemptions, filings, registrations, notarisations and other requirements of governmental, judicial and public bodies and authorities of or in [COUNTRY] required or advisable in connection with the entry into, performance, validity and enforceability of the Guarantee and the transactions contemplated thereby have been obtained or effected and are in full force and effect;
- (g) the obligations of the Guarantor under the Guarantee rank at least equally and rateably (pari passu) in point of priority and security with any and all other unsecured obligations of the Guarantor;
- (h) all amounts payable by the Guarantor under the Guarantee may be made free and clear of, and without deduction for, or on account of, any taxes imposed, assessed or levied by [COUNTRY] or any authority of or in [COUNTRY];
- (i) there are no registration, stamp or other taxes or duties of any kind payable in in connection with the Guarantor including its signature, performance or enforcement by legal proceedings;
- (j) The Authority will not violate any law or regulation in nor become liable to tax in by reason of entering into the Guarantee or performing its obligations thereunder. It is not necessary to establish a place

of business in in order to enforce any provisions of the Guarantee;

- (k) the choice of English law to govern the Guarantee will be upheld as a valid choice of law in any action in respect of the Guarantee in the Courts;
 - (l) the consent to the jurisdiction by the Guarantor contained in the Guarantee is valid and binding on the Guarantor and not subject to revocation;
 - (m) any judgment obtained in the courts of England against the Guarantor would be recognised and accepted by the courts without re-trial or re-examination of the merits of the case;
 - (n) neither the Guarantor nor any of its assets enjoys any right or immunity from set-off, suit or execution in respect of its obligations under the Guarantee;
 - (o) so far as I am aware after due enquiry, no litigation, arbitration or administrative proceedings are at present current, pending or threatened that might, if adversely determined, have a material effect on the business, assets or financial condition of the Guarantor.
3. I do not purport to be expert on and do not purport to be generally familiar with or qualified to express legal opinions based on any law other than the laws of and accordingly express no legal opinion herein based upon any law other than the laws of

Signed

A12 Option to Extend Duration

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

A16 Step-in

A16.1 If the Authority reasonably believes that it needs to take action in connection with the Services:

A16.1.1 because a serious risk exists to the health or safety of persons or property or to the environment; and/or

A16.1.2 to discharge a statutory duty,

then the following provisions shall apply.

A16.2 The Authority shall provide notice to the Service Provider in writing of the following:

A16.2.1 the action it wishes to take;

A16.2.2 the reason for such action;

A16.2.3 the date it wishes to commence such action;

A16.2.4 the time period which it believes will be necessary for such action; and

A16.2.5 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.

A16.3 Following service of the notice required in Clause A16.2, the Authority or a third party appointed by the Authority for the 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 Required Action (such assistance to be at the expense of the Authority).

A16.4 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 Services, the Service Provider shall be relieved from its obligations to provide such part of the Services and the Authority shall not be liable to pay Charges for such part of the Services (except to the extent that the Authority shall pay the Service Provider for the assistance it provides in accordance with Clause A16.3).

A17 Adjustment to Charges (Indexation)

A17.1 In this Clause A17, “**CPI**” shall mean the Consumer Prices Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree.

A17.2 On and with effect from each anniversary of the Service Commencement Date, the Charges shall be adjusted upwards or downwards (as the case may be) by the amount of the change (if any) in CPI between its rate last published (as final) immediately before

such anniversary and its rate published (as final) twelve months before that.

A20 Transfer of Employees to Service Provider

A20.1 Clause 8.1 shall be deleted and replaced with the following:

“The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date.”

A20.2 For the purposes of this Clause A20 and Clause A21, unless the context indicates otherwise, the following expressions shall have the following meanings:

A20.2.1 Not Used;

A20.2.2 “**Employment Costs**” means all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE) and all other emoluments);

A20.2.3 “**Employment Liabilities**” means all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (on a full indemnity basis);

A20.2.4 “**Final Staff List**” has the meaning set out in Clause A21.4;

A20.2.5 Not Used;

A20.2.6 “**Relevant Period**” means the period starting on the earlier of:

- (a) the date falling 6 calendar months before the date of expiry of the Contract; or
- (b) if the Contract is terminated by either Party in accordance with Clause 27.3 or by the Authority in accordance with Clause 27.1, 27.2, 27.4 or 27.5, the date of the relevant termination notice;

and ending on the Transfer Date;

A20.2.7 **“Replacement Service Provider”** means any replacement supplier or provider to the Authority of the Services (or any part of the Services) and any Sub-Contractor to such replacement supplier or provider;

A20.2.8 Not Used;

A20.2.9 **“Staff List”** has the meaning set out in Clause A21.1;

A20.2.10 **“Staffing Information”** has the meaning set out in Clause A21.1;

A20.2.11 **“Sub-Contractor”** means any subcontractor to the Current Service Provider(s), the Service Provider or the Replacement Service Provider as the context dictates which is engaged in the provision of the Services or any part of them (or services substantially similar to the Services or any part of them) and includes the sub- contractor of any such sub-contractor;

A20.2.12 **“Transfer Date”** means the date on which the Services (or any part of them) cease to be provided by the Service Provider and start to be performed by the Authority or any Replacement Service Provider when (assuming that TUPE applies) the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider occurs;

A20.2.13 **“Transferring Personnel”** means any Service Provider’s Personnel who are assigned (for the purposes of TUPE) to the relevant Services (or any part of them) immediately before the Transfer Date and whose employment contract will transfer to the Authority or the Replacement Service Provider pursuant to TUPE with effect from the Transfer Date; and

A20.2.14 **“TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

A21 Transfer of Employees on Expiry or Termination

A21.1 The Service Provider will promptly provide (and procure that its Sub-Contractors provide) when requested by the Authority (but not more than twice in any 12 month period) and not more than 7 days after the date of any notice to terminate this Contract given by either Party, the following information to the Authority:

A21.1.1 an anonymised list of current Service Provider’s Personnel and employees and workers of its Sub-Contractors engaged in the provision of the Services (each identified as such in the list) (the **“Staff List”**);

A21.1.2 such of the information specified in Appendix 1 to this Clause A21 as is requested by the Authority in respect of each individual included on the Staff List;

A21.1.3 in the situation where notice to terminate this Contract has been given, an anonymised list of any persons who are materially engaged or have been materially engaged during the preceding six months in the provision of the Services, whom the Service Provider considers will not transfer under TUPE for any reason whatsoever together with details of their role and the reasons why the Service Provider thinks such persons will not transfer,

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

A21.2 The Service Provider will notify the Authority as soon as practicable and in any event within 5 days of the Service Provider becoming aware of any additional or new Staffing Information and any changes to any Staffing Information already provided.

A21.3 The Service Provider warrants to the Authority that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.

A21.4 Subject to Clause A21.5, the Service Provider will provide the Authority with a final Staff List (the "**Final Staff List**") and Staffing Information relating to persons on that list not less than 28 days before the Transfer Date.

A21.5 If the Contract is terminated by either Party in accordance with Clause 27.3 or by the Authority in accordance with Clause 27.1, 27.2, 27.4 or 27.5 then the Final Staff List will be provided by the Service Provider to the Authority as soon as practicable and no later than 14 days after the date of termination of the Contract.

A21.6 The Service Provider warrants that as at the Transfer Date:

A21.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;

A21.6.2 the Final Staff List will identify all actual and potential Transferring Personnel; and

A21.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Transferring Personnel to the Authority.

A21.7 During the Relevant Period the Service Provider will not and will procure that its Sub-Contractors do not without the prior written

consent of the Authority (such consent not to be unreasonably withheld or delayed):

A21.7.1 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);

A21.7.2 deploy or assign any other person to perform the Services who is not included on the most recent Staff List other than temporarily and in the ordinary course of business;

A21.7.3 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Transferring Personnel;

A21.7.4 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel other than temporarily and in the ordinary course of business; or

A21.7.5 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the most recent Staff List or any Transferring Personnel.

A21.8 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the Relevant Period regardless of when such notice takes effect.

A21.9 The Service Provider agrees that the Authority will be permitted to disclose any information provided to it under this Clause A21 in anonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any third party engaged by the Authority to review the delivery of the Services and to any Replacement Service Provider.

A21.10 If TUPE applies on the expiry or termination of the Contract, on the termination or variation of any Service or any part of such a Service, or on the appointment of a Replacement Service Provider, the following will apply:

A21.10.1 The contracts of employment of the Transferring Personnel will have effect from the Transfer Date as if originally made between the Transferring Personnel and the Authority or Replacement Service Provider (or its Sub-

Contractor) (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).

A21.10.2 During the Relevant Period the Service Provider will:

A21.10.2.1 provide the Authority or Replacement Service Provider (as appropriate) with access to such employment and payroll records as the Authority or Replacement Service Provider (as appropriate) may require to put in place the administrative arrangements for the transfer of the contracts of employment of the Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);

A21.10.2.2 allow the Authority or Replacement Service Provider (as appropriate) to have copies of any of those employment and payroll records;

A21.10.2.3 provide all original employment records relating to the Transferring Personnel to the Authority or Replacement Service Provider (as appropriate); and

A21.10.2.4 co-operate with the Authority and any Replacement Service Provider in the orderly management of the transfer of employment of the Transferring Personnel.

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

A21.10.3 The Service Provider warrants to each of the Authority and the Replacement Service Provider that as at the Transfer Date no Transferring Personnel (except where the Service Provider has notified the Authority and the Replacement Service Provider (if appointed) in writing to the contrary) to the Service Provider's knowledge:

A21.10.3.1 is under notice of termination;

A21.10.3.2 is on long-term sick leave;

A21.10.3.3 is on maternity, parental or adoption leave;

A21.10.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;

A21.10.3.5 is entitled or subject to any additional terms and conditions of employment other than those disclosed to the Authority or Replacement Service Provider (as appropriate);

A21.10.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;

A21.10.3.7 has received a written warning (other than a warning that has lapsed);

A21.10.3.8 has taken or been the subject of a grievance procedure within the previous two years; or

A21.10.3.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment transferring to the Authority or Replacement Service Provider (as appropriate) under TUPE.

A21.10.4 The Service Provider undertakes to each of the Authority and any Replacement Service Provider that it will (and will procure that its Sub-Contractors will):

A21.10.4.1 continue to perform and observe all of its obligations under or in connection with the contracts of employment of the Transferring Personnel and any collective agreements relating to the Transferring Personnel up to the Transfer Date;

A21.10.4.2 pay to the Transferring Personnel all Employment Costs to which they are entitled from the Service Provider or any Sub-Contractor which fall due in the period up to the Transfer Date;

A21.10.4.3 to pay to the Authority or the Replacement Service Provider (as appropriate) within 7 days

of the Transfer Date any apportioned sum in respect of Employment Costs as set out in Clause A21.10.5; and

A21.10.4.4 to comply in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Replacement Service Provider (as appropriate) such information as the Authority or Replacement Service Provider may request in order to verify such compliance.

A21.10.5 The Parties agree that all Employment Costs in respect of the Transferring Personnel will be allocated as follows:

A21.10.5.1 the Service Provider will be responsible for any Employment Costs relating to the period up to the Transfer Date;

A21.10.5.2 the Authority or (where appointed) any Replacement Service Provider will be responsible for the Employment Costs relating to the period on and after the Transfer Date,

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

A21.10.6 The Service Provider will indemnify and keep indemnified each of the Authority and any Replacement Service Provider from and against all Employment Liabilities which the Authority or the Replacement Service Provider incurs or suffers arising directly or indirectly out of or in connection with:

A21.10.6.1 any failure by the Service Provider to comply with its obligations under this Clause A21.10;

A21.10.6.2 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of the Transferring Personnel whether occurring before on or after the Transfer Date;

A21.10.6.3 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by the Authority or the Replacement Service Provider to comply with Regulation 13 of TUPE);

A21.10.6.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to PAYE and national insurance contributions in relation to any Transferring Personnel to the extent that such claim or demand relates to the period from the Contract Commencement Date to the Transfer Date;

A21.10.6.5 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any person employed or engaged by the Service Provider (or its Sub-Contractors) (other than Transferring Personnel included on the Final Staff List) who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider (or its Sub-Contractors) in respect of them by virtue of TUPE.

A21.11 If TUPE does not apply on the expiry or termination of the Contract, the Service Provider will remain responsible for the Service Provider Personnel and will indemnify and keep indemnified the Authority against all Employment Liabilities which the Authority incurs or suffers arising directly or indirectly out of or in connection with the employment or termination of employment of any of the Service Provider Personnel or former Service Provider Personnel.

A21.12 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Contract and for 2 years following the date of expiry or earlier termination of the Contract the Authority will be given reasonable access to and be allowed to consult with any person, consultant or employee who, at that time:

A21.12.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and

A21.12.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Contract,

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

A21.13 Clause 31.1 shall be amended so that benefits conferred on the Replacement Service Provider under this Clause A21 shall be enforceable by them.

Appendix 1 to Clause A21

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

- Amount of time spent on the Services (or any part of the Services specified by the Authority)
- Date of birth
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime - Contractual or Non-Contractual and Rates
- Contractual Working Hours
- Contract Type - Permanent/Temporary
- Geographical Area of Work/Location
- Commencement of Employment Date
- Continuous Service Date
- Car Allowance
- Pension Contributions
 - 1) Employer
 - 2) Employee
 - Including additional information on:
 - who were originally employees of the Authority;
 - who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme;
 - whose employment transferred from the Authority to the Service Provider under TUPE; and
 - who were entitled to broadly comparable benefits under the Current Contractor's Scheme
- Details of the relevant employee representative body or bodies and relevant collective agreements
- Date of Annual Pay Award
- Annual Leave Entitlement
- Contractual Notice Period
- Public Holiday/Concessionary Days Entitlement
- Sickness Entitlement (in 12 month rolling period)
- Salary/wage increases pending

- Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
- Details of any other benefits provided, whether contractual or non-contractual
- Copy of employment contract or applicable standard terms and employee handbook
- Any loans or educational grants
- For those employees who are foreign nationals the country of citizenship, immigrant status and all documentation required by law to demonstrate a right to work in the United Kingdom
- Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
- Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought
- Department and place on organisation chart
- Average absence due to sickness
- Training and competency records

A22 Cost Summary

Clauses 5.2, 5.3 and 5.4 shall be deleted and replaced with the following:

A22.1 At the end of each 4-week period (or such other period as may be specified in accordance with Clause 5.1) (the “**Payment Period**”), the Service Provider shall submit to the Contract Manager a cost summary in respect of the Charges for that Payment Period (“**Cost Summary**”).

A22.2 Each Cost Summary shall:

A22.2.1 contain all information required by the Authority including the Contract Reference Number, SAP order number, the Authority Account Details, a unique job reference number for each job, the weight of material collected, the waste stream, the European Waste Code (EWC), the quantity of containers serviced, the weighbridge ticket number, waste disposal point location, the Service Provider’s name and address and a brief description of the Services provided during the Payment Period to which such Cost Summary relates,

A22.2.2 be clear, concise, accurate and adequately descriptive to avoid delays in processing and subsequent payment;

A22.2.3 identify any additional charges by virtue of a variation pursuant to Clause 32; and

A22.2.4 show VAT separately.

A22.3 If the Authority considers that the Charges claimed by the Service Provider in any Cost Summary (or revised Cost Summary) have:

A22.3.1 been correctly calculated and that such Cost Summary is otherwise correct, the Authority shall notify the Service Provider of its approval within 10 Business Days of receipt of such Cost Summary and the Service Provider shall submit an invoice in respect of such Cost Summary. Each invoice shall contain the SAP order number and any other information reasonably required by the Authority in respect of such invoice. The Service Provider shall send each invoice to the address set out in Schedule 1 and (subject to the provisions of any related guarantee and Clause 18) payment of the approved amount shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;

A22.3.2 not been calculated correctly and/or if the Cost Summary contains any other error or inadequacy, the Authority shall notify the Service Provider within 10 Business Days of receipt of such Cost Summary and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised Cost Summary to the Authority. Any loss and/or additional expenses incurred by the Service Provider in correcting and/or re-submitting any Cost Summary shall be at the Service Provider's expense.

A23 Sub-contractor Warranty

A23.1 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall, if so required by the Authority, procure that a permitted sub-contractor enters into a warranty agreement with the Authority substantially in the form specified in Appendix D below or in such other form as has been previously approved in writing by the Authority.]

Appendix 1 to Clause A23 –

THIS AGREEMENT made the

day of

20

BETWEEN

1. [The Authority – company details to be inserted] (the “**Authority**”); and

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

WHEREAS

- (1) The Authority has entered into an agreement dated [] day of [] 20[] ("the **Contract**") with [] (the "**Service Provider**") for the [insert description of Services] (the "**Services**"); and

- (2) By a contract dated [] day of [] 20[] (the "**Subcontract**") the Service Provider appointed the Subcontractor to [insert description of Services] (the "**Subcontract Services**").

IN CONSIDERATION of the payment of five pounds (£5) by the Authority to the Subcontractor (receipt of which the Subcontractor acknowledges), it is agreed that:

1. Without prejudice to any other warranties expressed in the Subcontract or implied by law, the Subcontractor warrants and undertakes to the Authority that:

- 1.1 it shall provide the Subcontract Services in a good and workmanlike manner in accordance with the Contract:

- 12 the Subcontract Services:

- 1.2.1 shall be carried out 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 Subcontract Services;

- 1.2.2 shall be provided using materials and goods which are of sound and satisfactory design and quality and in accordance with the standards referred to in the Contract:

- 1.2.3 shall be provided in a safe manner and free from any unreasonable or avoidable risk to the health and well-being of persons using, operating or subsequently maintaining any equipment or using any premises referred to in the Contract, or of any other person, and in a safe, economic and efficient manner and free from any unreasonable or avoidable risk of pollution, nuisance, interference or hazard;

- 1.2.4 shall be provided in accordance with the best industry principles and practices in the activity concerned and in accordance with the standards referred to in the Contract;
- 13 shall comply with all the requirements of any Act of Parliament, Statutory Instrument or Order or any other regulation having the force of law or bye-law and all regulatory requirements relevant to the Subcontractor's business and/or the Authority's business from time to time in force which are or may become applicable to the Subcontract Services;
- 14 all materials and/or goods supplied under the Subcontract and any equipment (or any part thereof) designed or replaced by the Subcontractor shall be new and shall in all respects be fit for the purposes for which such is intended (awareness of which purposes the Subcontractor acknowledges) and in particular but without limitation will be capable of operation as part of any system referred to in the Contract or Subcontract and be so fit at least for the Contract period and will have a rate of deterioration no more than is reasonably to be expected of high quality, reliable, well designed and engineered, materials and goods;
- 15 it has complied and shall continue to comply with the terms of, and shall regularly and diligently carry out, its obligations under the Subcontract;
- 16 it shall procure that any subcontractor engaged by it who undertakes any part of the Subcontract Services shall enter into warranties in favour of the Authority in terms identical (save as to the parties) to those set out in this Contract, insofar as the terms contained in this Contract are relevant to the scope of such subcontractor responsibility;
- and the obligations contained in this Contract shall apply to the Subcontractor's agents, employees and suppliers, provided that the Subcontractor shall have no greater liability to the Authority hereunder than it would have had if the Authority were the Service Provider.
- 2 Each warranty referred to in Clause 1 shall be construed as a separate warranty and shall not be limited or restricted by reference to, or reference from, the terms of any other warranty or any term of the Subcontract.
- 3 In addition, and without prejudice to the warranties given in Clause 1 above, the Subcontractor hereby grants to the Authority the same warranties as contained in the Contract.
- 4 The Subcontractor shall (at its own expense) upon request by the Authority prove to the Authority's reasonable satisfaction that the goods, materials and workmanship comply with the standards required by the Contract.

5. The Subcontractor shall, save insofar as it is delayed by any event in respect of which the Service Provider is granted an extension of time under the Contract for completion of the Services:
 - 5.1 execute, complete and maintain the Subcontract Services in accordance with the provisions of the Subcontract; and
 - 5.2 ensure that the Service Provider shall not become entitled to any extension of time for completion of the Services or to claim an additional payment under the Contract due to any failure or delay by the Subcontractor.
6. The Subcontractor shall from time to time supply the Authority and the Service Provider with such information as either may reasonably require.
7. Where the copyright in any drawings, designs, specifications, calculations, sketches and other documents ("**copyright material**") prepared by the Subcontractor in connection with the Subcontract Services is the property of the Subcontractor, the Subcontractor hereby grants to the Authority a world-wide, perpetual, royalty-free, non-exclusive and irrevocable licence to copy and use such copyright material for any purposes related to the project including but not limited to the completion, modification, extension, maintenance and reinstatement of the Subcontract Services, as well as operating, maintaining, modifying, repairing, configuring, replacing, correcting, extending, interfacing with, integrating with, connecting into and adjusting any equipment provided under the Contract and/or continuing any element of the Subcontract Services and the Authority shall be entitled to assign such rights to any nominee or successor and sub-license such rights to any third party.
8. The parties hereby agree that:
 - 8.1 This Contract shall be personal to the Subcontractor who shall not be entitled to assign or subcontract any part of the Subcontract or this Contract without the prior written consent of the Authority;
 - 8.2 The Authority may assign the benefit of this Contract to any third party;
 - 8.3 The rights and remedies contained in this Contract are cumulative and shall not exclude any other right or remedy available to either party in law or equity.
9. Nothing in the Subcontractor's tender or any specification, drawing, programme or other document put forward by or on behalf of the Subcontractor and no approval, consent, comment, acknowledgement, confirmation or advice at any time given by or on behalf of any person shall operate to exclude or limit the Subcontractor's liability for any breach of its obligations hereunder.

10. Any provisions relating to dispute resolution which are set out in the Contract shall be deemed to apply to this Contract as if they were set out herein (*mutatis mutandis*).
11. If any dispute of any kind whatsoever (the "**Dispute**") arises between the parties in connection with this Contract or the Subcontract Services which raises issues which are in the opinion of the Authority the same as or substantially the same as issues raised in a related dispute (the "**Related Dispute**") between the Authority and the Service Provider and such Related Dispute has already been referred to a mediator appointed under provisions to that effect contained in the Contract, then the Subcontractor hereby agrees that the Authority may, at its discretion, by giving notice in writing to the Subcontractor, refer the Dispute to the mediator appointed to determine the Related Dispute. In this event such conciliator shall have power to give such directions for the determination of the Dispute and the Related Dispute as he/she may think fit and to make such awards as may be necessary in the same way as if the procedure of the High Court as to joining one or more defendants or joint co-defendants or third parties was available to the parties and to him/her.
12. Both the Authority and the Subcontractor acknowledge that in entering into this Contract they are not relying upon any representation, warranty, or assurance made or given by the other party or any other person, whether or not in writing at any time prior to the execution of the Contract which is not expressly set out herein provided that nothing in this Clause 12 excludes any liability which one party would otherwise have in respect of any statement it has made fraudulently to the other party.
13. Any notice to be given to either party hereunder shall be deemed to be duly given if it is delivered by hand or sent by registered post or recorded delivery:
 - 131 in the case of the Authority to the Authority's address for notices as set out in the Contract; and
 - 132 in the case of the Subcontractor to: []and any such notices shall be deemed to be received 2 working days after being posted, if sent by registered post or recorded delivery, or immediately, if delivered by hand.
14. It is agreed that nothing in this Contract shall negate or diminish any duty or obligation owed to the Authority by the Subcontractor.
15. This Contract shall be governed by and construed according to laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.

16. Subject to Clause 16.1 below, any person who is not a party to this Contract shall not have any benefit from or any rights under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999, or otherwise.
- 16.1 The Contracts (Rights of Third Parties) Act 1999 shall apply to the Contract to the effect that any member of the Authority Group (as such term is defined in the Contract) shall have the right to enforce any provision contained in the Contract against the Subcontractor to the extent that such provision confers a benefit or purports to confer a benefit on that member of the Authority Group (as such term is defined in the Contract).
- 16.2 Notwithstanding Clause 16.1 above, the Parties are entitled to waive time, vary any term of the Contract or rescind the Contract (if applicable) without the consent of any or all members of the Authority Group (as such term is defined in the Contract).

A26 Offers of Employment (Non-solicitation)

- A.26 For the duration of the Contract and for a period of six (6) months after expiry or termination of the Contract, the Service Provider shall not employ or offer employment to any Authority Group 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 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 six (6) months of new employment.

A32 Supplier Diversity

A32.1 Compliance

- A32.1.1 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.

A32.1.2 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.

A32.1.3 Where possible, the Service Provider shall provide the Services in such a manner as to:

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

A32.1.4 The Authority's Harassment, Bullying and Discrimination Policy ("Policy") as up-dated from time to time (copies of which are available on request from the Authority) requires the Authority'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.

A32.2 Equality, Diversity and Inclusion (EDI) Action Plan

A32.2.1 For the duration of this Contract, the Service Provider shall comply with the Agreed EDI Action Plan and 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 strategic EDI plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as that agreed with the Authority and set out in the Agreed EDI Action Plan.

For the purposes of this Contract the expression "**Agreed EDI Action Plan**" means the strategic equality, diversity and inclusion plan as negotiated and agreed and attached to the Contract as a Schedule headed "**Agreed EDI Action Plan**".

A32.2.2 Where a subcontractor has, pursuant to Clause A32.2 or otherwise, adopted an Agreed EDI Action 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 EDI Action Plan (and any amendments thereto) to the Authority or its nominee as soon as reasonably practicable.

A32.3 Diversity Training

A32.3.1 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 Contract 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.

A32.3.2 Where a subcontractor has, pursuant to Clause A32.1 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 the Authority or its nominee as soon as reasonably practicable.

A32.4 NOT USED

A32.5 NOT USED

A32.6 Monitoring and Reporting

A32.6.1 Subject to Clause A32.6.2, the Service Provider shall use reasonable endeavours to provide the Authority on the date of this Contract and subsequently every 12 months from the date or such other frequency as the Authority may reasonably request of this Contract with the following information:

An annual report on performance and compliance with the equality and diversity provisions as set out in clauses A32.2 to A32.5. 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 A32.6.1(d);
- (b) the proportion of its employees engaged in the performance of the Contract 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 Contract who are:
 - (i) female;
 - (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; and
- (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.

A32.6.2 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 (as may be amended) in the collection and reporting of the information to the Authority pursuant to clause A32.6.1. The Service Provider shall not include information identifying an individual in any report and shall instead provide such information in aggregate form (including both direct references to individuals and also information which, when used alongside other information, may allow someone to be identified).

A32.7 Equality and Diversity Infractions

A32.7.1 If the Service Provider or any of its direct subcontractors commits an Equality & Diversity Infraction, the Authority shall be entitled (but not obliged) to act as follows:

- (a) if a Equality & Diversity Infraction is committed by the Service Provider then the Authority may serve written notice upon the Contractor 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, the Authority 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 the remedy of the Equality & Diversity Infraction, the Authority 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 A32.2 to A32.5 of this Contract.

A32.7.2 It shall be a fundamental term and condition of the Contract that the Service Provider complies with its obligations under clauses A32.7.1(a) to A32.7.1(b). Where, following receipt of a notice given pursuant to clause A32.7.1(a) or A32.7.1(b) the Service Provider fails to remedy an Equality & Diversity Infraction to the satisfaction of the Authority or in the case of clause A32.7.1(b) fails to terminate the contract with a defaulting subcontractor and procure performance by another person on the terms specified in clause A32.7.1(b) the Service Provider will be in breach of the Contract and the Authority shall be entitled (but not obliged) to terminate the Contract, without further notice to the Service Provider, in accordance with the termination clause in this Contract.

A.32.7.3 For the purposes of this clause A32.7 "**Equality & Diversity Infraction**" means any breach by the Service Provider of its obligations specified in clauses A32.2 to A32.5 of this Contract 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 A32.2 to A32.5 of this Contract.

A.32.8 Equality and Diversity Audit

A32.8.1 The Authority or its nominee may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with clauses A32.2 to A32.5.

A32.8.2 The Authority'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 A32.2 to A32.4 indirect subcontractors and shall include the Minimum Records.

A32.8.3 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 A32.2 to A32.5. The Service Provider shall procure that each of its direct and, where applicable subject to the provisions of clauses A32.2 to A32.4, indirect subcontractors 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 A32.2 to A32.4. The Service Provider shall procure that each subcontract between it and its direct subcontractors and, where applicable, subject to the provisions of clauses A32.2 to A32.4 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 the Authority substantially equivalent to those granted by the Service Provider pursuant to clause A32.8.

A32.8.4 The Authority shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider and each direct subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Contract and/or relevant subcontract (as the case may be).

A32.8.5 The Service Provider shall promptly provide, and procure that its direct subcontractors and, where applicable subject to the provisions of clauses A32.2 to A32.4 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 Contract 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 A32.2 to A32.4 wherever situated and whether the Service Provider's own equipment or otherwise; and

- (c) complying with the Authority's reasonable requests for access to senior personnel engaged in the Service Provider's performance of the Contract or the relevant subcontractor's performance of its subcontract.

A32.8.6 For the purposes of this clause A32.8 the expression Minimum Records means all information relating to the Service Provider's performance of and compliance with clauses A32.2 to A32.5 and the adoption and implementation of a strategic equality and diversity plan, an equality & diversity training plan and a supplier diversity plan by each direct and, where applicable, subject to the provisions of clauses A32.2 to A32.4 indirect subcontractor of the Service Provider.

SCHEDULE 3 – SPECIFICATION

4. SCOPE: LOT 2 DUSTCART COLLECTION SERVICES FOR LONDON UNDERGROUND STATIONS AND OTHER SITES IN ZONES 3 TO 9

4.1 Description of the Services

The Service Provider shall provide waste management services for specified London Underground stations and associated TfL managed buildings. The requirements include scheduled work and ad hoc services which may be required at short notice. Dustcart Collection Services are required 24 hours a day, 7 days a week, every day of the year (excluding Christmas day). The service sites and locations are within TfL travel zones 3 – 9 as indicated in Appendix E.

The principal services are:

- Mixed commercial waste collection services
- Dedicated newspaper collection services (at nominated sites)
- Dry mixed recycling collection (at nominated sites)
- Management information reports covering volumes/ weights by location; contamination issues, recycling, costs information and any other information deemed necessary by TfL
- Waste transfer notes
- Consignment notes
- Joint site inspections and audits
- Tracking and escalating ad-hoc service requests
- Published collection schedule
- Management of faults, issues and resolution

Additional services are:

- Offensive waste collection services
- Confidential waste collection services and provision of confidential waste bins and sacks. Collections are to be managed in accordance with minimum standard BS EN 15713 or subsequent versions
- Ad hoc bulky waste collection services
- Food waste collection services

4.2 Service Requirements

The Service Provider shall:

- Provide and manage refuse bin and bag collection of mixed commercial waste, dry mixed recycling and segregated newspaper waste from nominated locations (Appendix E).

- Prepare and issue collection schedules on the 1st of each month and as required which provide full and effective cover (see Appendix E for collection schedule, this may vary to meet changing demands as cost effectively as possible).
- Provide ad hoc collections at short notice to avoid stations closures, inclusive of but not limited to items of a bulky nature.
- Provide a range of support services covering customer assistance and both financial and management information.
- Provide advice and guidance to TfL's representatives on waste management requirements and regulatory compliance in respect of waste management and utilisation of services offered. This includes efficiencies to scheduled refuse collection routes and recycling initiatives.
- Maintain an updated list of transfer stations and disposal sites and provide this via the transfer note documentation or via electronic links.
- Issue, control file and retrieve annual waste transfer and provide access waste consignment documentation for all agreed locations and waste streams for services directly managed by the Service Provider.
- Provide assistance to TfL's Representatives with compliance requirements including waste duty of care checks. Encourage realistic and sustainable environmental initiatives to develop a long-term strategy to assist in achieving TfL's environmental improvement targets.
- Provide a clear specification of which items are included within dry mixed recycling and any other dedicated waste streams and advise of any changes to this as markets change or sorting technology develops. The Service Provider is to work with TfL to maintain recycling performance across all sites and assist with a strategy to ensure necessary provisions at sites are made such as education of staff and changes to containers if market changes occur.
- Provide technical support to TfL. This may include assistance with:
 - Liaison, development and progress meetings with TfL's staff
 - Working with TfL's Environmental team on waste issues.
- The requirement is for full site clearance of agreed streams, irrespective of indicative volumes in order to maintain operational compliance and avoid station closures. The Service Provider will be required to keep accurate records of any excess volumes collected at each location.
- Collections must be recorded of actual volumes removed and provide a quarterly reconciliation of planned vs actual volumes by location This is essential as the actual volume data is required to enable reporting at a TfL directorate as well as site level.

4.3 Service Delivery

- The Service Provider shall provide evidence of the competency of staff involved in any delivery and collection and that they are fully aware of any

specific TfL instruction provided which relate to specific site and collection requirements.

- The Service Provider to provide a risk method statement to cover the delivery, exchange and removal process of skips and containers.
- The Service Provider must be compliant with QUENSH.
- The Service Provider's staff must make themselves familiar with all local site rules and safety signage and comply with any specific instruction issued at the time of the job booking. Where requested, the Service Provider shall make their staff available for any on-site familiarisation or safety briefings as required.
- The Service Provider's staff must be fully aware of the actions to take in the event of an emergency, accident or incident. Service Provider emergency briefings must include reference to following local instructions, ensuring that they carry and understand how to use tools to deal with any spillage/ leaks to prevent material entering any drainage or watercourse or contaminating land. This must be outlined in the Service Provider's emergency preparedness plan (i.e. a plan which outlines the resources and responsibilities for dealing with an emergency).
- Following an accident, incident or near miss, the Service Provider's employee must notify their local representative immediately and telephone TfL on an agreed number to report the incident before they leave site. This must be followed up with an email detailing the incident from the service provider. The Service Provider's employee must make themselves available for a drugs and alcohol test if requested by any appropriate member of TfL staff on site.
- Unless otherwise agreed and signed off by TfL in advance, all Service Provider staff must be equipped with and wear the following mandatory personal protective equipment, as a minimum standard;
 - Eye Protection (BS EN 166 F),
 - Foot Protection (BS EN ISO 20345 S3),
 - HiVi vest /top (BS EN 471);
 - Hard Hats (BS EN 397)
 - Uniform Trousers – no shorts or jogging bottoms
 - Cut Resistant gloves (appropriate to the risk identified in any corporate workplace risk assessment)
- All Services including deliveries and collections must be carried out within the agreed, identified opening times for each specified site. TfL has the right to refuse any service delivery and collections attempted outside of the agreed hours unless the variation has been confirmed prior in writing by a local TfL representative. Any cost for rejected out of hours services must be borne by the Service Provider.
- TfL shall advise the Service Provider of those containers requiring collection or removal. All hire and other ongoing charges will cease on the day that TfL advises the Service Provider.
- If the Service Provider rejects any load for any reason, the material must be quarantined for a period of up to two Business Days to allow TfL to review the waste. On agreement, TfL may request that the load, in its entirety is photographed and/or videoed to give a clear indication of the scale of any

contamination. The Service Provider will take pictures and provide supporting evidence to assist TfL with tracing the source of the contamination. Action to deal with any contamination deemed to present an immediate environmental or health risk, or which breaches the licence parameters of the site will be dealt with by mutual agreement and confirmed in writing. If the Service Provider believes additional costs have been incurred due to such contamination then the Service Provider must submit said costs to TfL, with sufficient supporting evidence, for their approval. TfL will reject any such charges that have not previously been approved.

- The Service Provider must support requests to provide documentation, training material and other support to improve awareness of contamination issues and support performance improvements.
- Should the Service Provider be subject to any failed delivery/collection resulting from actions of TfL that in the view of the Service Provider incur charges then these must be submitted with supporting evidence to TfL for approval. TfL will reject any such charges that have not previously been approved.
- Should the Service Provider be subject to any failed delivery/collection outside of TfL's control then TfL will not be subject to any additional charges.

4.4 Containers

- Containers can be rejected upon delivery or throughout the service life due to non-complying condition. All static containers are to be inspected on a quarterly basis to ensure container conditions using an agreed audit template.
 - Each audit report is to be recorded with a unique reference number and evidence of audit completion provided to the nominated TfL representative
- The Service Provider is required to ensure skips and compactors have been visually inspected ahead of every exchange/delivery.
- Container re-delivery inspection sheets are to be made available upon request within 24 hours.
- Upon delivery should a container be found to be unsuitable the container will be rejected.
- Faulty containers to be exchanged within 24 hours and all costs associated with this to be borne by the Service Provider.
- All containers shall be fit for purpose and conform to the following requirements:
 - No corrosion which will give way under load/weight
 - No tears or splits in the container causing loss of any waste material
 - All shackle and lift points must be suitable for safe lifting and withstand all loading /unloading activity
 - Door openings/ lids to functional and secure
 - No tears or defects resulting in risk of injury to staff and other personnel
 - All containers to be suitably marked with Service Provider name and where applicable be colour coded and labelled to demonstrate respective waste stream.
 - Where applicable, containers will have appropriate covers/lids to ensure they are water-tight

- All containers with lids or covers are to be secured appropriately with evidence this has been checked prior to delivery.
- All containers shall meet industry wide, specified UN standards.
- In some cases, and at particular sites, TfL will reserve the right to put in place their own marked and liveried waste containers which will require the necessary servicing. Any such arrangements would be agreed with the Service Provider.
- Any containers with high potential to become prone to strong odours i.e. compactors, or bins used for food waste and clinical waste to be provided and serviced to ensure a clean and odourless state.

Wheelie bins

- Must have at least two braking casters and all casters must be fully operational
- Must be fitted with an effective lid and lockable using either a key or padlock mechanism (at specified sites)
- Bins must be liveried, colour coded and labelled to support on site segregation
- In some cases, and at particular sites, TfL will reserve the right to put in place their own marked and liveried waste containers which will require the necessary servicing. Any such arrangements would be agreed with the Service Provider.

4.5 Operational Administration

- The Service Provider will be required to provide to TfL both electronic and hard copies of their Waste Management Licences, Permits and Exemptions, including the documents listed below ensuring updates and changes are advised to TfL when applicable:
 - Carriers brokers registration certificates
 - Insurance certificates
 - Operator's licence
- All waste materials removed in connection with this Contract shall be transferred to the Service Provider's waste transfer and disposal sites that have been approved by TfL. Variations from the Service Provider's approved disposal sites may only be undertaken subject to the written approval of TfL.
- The Service Provider shall be required to issue annual waste transfer notes for all sites and services. Annual waste transfer notes will be sent to TfL within 2 Business Days of the service acceptance. Signed copies will be scanned and returned to the Service Provider
- The Service Provider must ensure that a consignment note, waste transfer note or conveyance note is available for each service provided. This documentation must be signed by a nominated local representative. For hardcopy documentation a signed copy must be left on site with the nominated signatory.

The Service Provider's staff must ensure that the documentation is completed in a legally compliant manner by all parties. Copies of any documents must be returned to TfL by the end of that working week in an agreed format. Any request for duplicate copies must be completed within 5 Business Days. There must also be the availability of all weighbridge tickets.

- The service provider must provide secure destruction notes which relate to collections of confidential waste materials.
- Consignment notes returns shall be completed via an electronic template and these will be returned in line with agreed reporting dates. Scanned copies of the returns paper work must also be available on request.

4.6 Management reports

A standard suite of electronic report or Service Provider updates to TfL system shall be required. These may include but are not limited to;

- Access to company systems to verify completion of jobs;
- Weekly reporting on weights/volumes by location, pre-agreed company grouping and waste stream;
- The actual volumes have to be reported on a 4-weekly basis according to TfL reporting period dates as specified in Appendix H of this Specification;
- Service Provider to define how recycling rates are calculated for each waste stream in an agreed format each period. This report is to also include end destination information to demonstrate effective recycling and duty of care for third parties.
- Static container condition reports quarterly;
- Rejected loads/contamination issues;
- Agreed reporting on recycling/recovery rates;
- Clear billing statistics in a format to support TfL reporting by site / TfL unique job reference number or other information as specified;
- Transfer/disposal site performance data;
- Full documentation of any safety or environmental related incidents or "near hits" to be provided to any investigation reporting and co-operation;
- Evidence of close out from periodic review meeting, non-conformances or Service Provider assurance audits;
weights provided within management reports is to be provided from accurate weighing scales on vehicles or weighbridges or be formed from an agreed industry standard average weight.

The Service Provider shall also provide performance reports in an agreed format to support TfL's Management process. These shall include the following areas

- Contract spend (by account and location)
- Debt/outstanding payments
- Cost savings
- CO2 statement

- Recycling rates achieved per service and per location statement
- Container movement/ waste type/ waste volume statements
- Contamination issues trends report
- Complaints
- Improvement opportunities
- Audit report to demonstrate recycling performance and recommendations for recycling to be provided in a format to be agreed with TfL
- Summary of compactor service inspections and certificates to be presented every 6 months.

Service Provider to provide management information as listed in Appendix F or in a format agreed by TfL.

4.7 Missed Collections/ Services

- Provide notification of failed services/ missed collections as detailed below TfL within 24 hours.
- Service Provider must send time / date stamped photographic evidence of blocked access or other issues encountered.
- Missed collection rescheduled service within 24 hours to avoid station closures.
- TfL will not be liable to cover costs of missed service if evidence is not presented.
- Missed collections at identified high risk stations to be reported and rescheduled within 3 hours unless otherwise specified in accordance with the fault management system.

4.8 Sub-Contractor Management

- If the use of a subcontractor is required, this will be at no additional cost to TfL.
- The Service Provider must inform TfL of the service request within 48 hours in order to gain approval. Approval must be provided in writing by an authorised TfL signatory.
- The Service Provider must provide the subcontractor's waste duty of care information- Waste carriers licence, public insurance liability documents.
- The Service Provider must advise of location of disposal of waste.
- The Service Provider must ensure the subcontractor complies with all relevant terms and conditions of this Contract including adherence to this Specification.
- Management information provided by sub-contractors must be provided within documentation submitted as part of the management report.
- TfL may request the Service Provider to carry out assurance audits on any sub-contractor in relation to safety, quality or environmental performance or for that audit to be carried out by TfL.
- The Service Provider is required to notify TfL of any investigation, pending or actual prosecution of any of its sub-contractors in relation on health and safety or environmental grounds.
- In response to any incident, accident or near miss investigation, TfL, the Service Provider and any sub-contractors involved are required to provide by

appointment a nominated representative to attend any investigations meetings and to prepare an investigation response within 24 hours followed by other reports or actions as deemed necessary or appropriate by TfL until the matter is resolved to a satisfactory conclusion.

4.9 Event Management

The Service Provider shall provide self-management in dealing with all special or unusual events and to avoid non collections and minimise the impact on the operating network.

This will include events which impact on passenger footfall including but not limited to;

- Any advertised public events impacting on station footfall, for example: Wimbledon, football events, concerts or the Notting Hill Carnival. See Appendix J Events list 2016-2019 for further details; and
- Planned road closures impacting on access to bin rooms, for example: protests, political events, major construction events, cycling and marathon events less than 2 calendar days in duration. See Appendix J Events list 2016-2019 for further details.
- Events or activities advised by the Authority/ BT Police or any statutory body.
- Where events are known in advance, the Service Provider must maintain close working links with TfL and other interested parties, to ensure that any re-planned collection dates/schedules are agreed with the Authority's Contract Manager and / or nominated TfL staff and effectively communicated to avoid faults being raised and Lost Customer Hours being applied to the Authority.
- Where collections are missed, the Service Provider must take appropriate action to recover collections within an agreed time period of the missed collection. Access management
- Some stations have no storage facilities for bins and waste is collected in bags. These include collections from below surface platform locations and collections from areas only manned or accessible for limited time periods.
- The Service Provider's staff may also need to sign in to obtain keys from TfL station staff to gain access to the bins. Staff are expected to fully obey all local site rules and instructions issued by security staff or TfL employees.
- The Service Provider must keep written record of any keys / access cards provided from TfL and report any loss of keys to TfL within 24 hours.
- Staff must be in corporate uniform and carry ID which clearly identifies them as the Service Providers employee.
- The Service Provider must ensure staff hold the correct London Underground access card cards to enable access to London Underground Stations and sites stated in Appendix E.

- Some sites will have requirements to call ahead before arrival in order to ensure clear access. Failure to call ahead will result in TfL not being liable for additional charges if the Service is not completed
- The Service Provider shall keep accurate access records for all sites inclusive of loading bay requirements and out of hour contact details.

4.10 Vehicles and Routing

The Service Provider shall:

- Support refuse collection with other vehicles if required when waste collection work is not suitable for specialist dust carts.
- Meet all Freight Operator Recognition Scheme (FORS) Silver requirements as standard.
- Hold a Waste Carrier's certificate under which the Service Provider operates. Any prosecution proceedings under this license must be immediately communicated to TfL
- Design waste routes to minimise the impact of congestion charging costs, red route infringements and to minimise Work Related Road Risks
- Comply with any formal noise abatements or warnings served on London Underground or TfL and in response to noise complaints received throughout the duration of the Contract.
- Take account of any schemes, trials or changes to road layouts in London without any adverse impact on service delivery
- Undertake research and development into improved logistics techniques for improved refuse collection routes and greater vehicle utilisation to reduce environmental impacts and improve efficiency and work in line with The Mayor's Transport Strategy.
- Ensure correct size vehicles comply with road / weight restrictions at all sites.
- Advise strategy for future fleet improvements highlighted for vans and HGV's in the Mayor's Transport Strategy.

IMPORTANT - TfL will not be subject to any fines or surcharges for the vehicles servicing the Contract that are incurred as a result on non-compliance with current road traffic and environmental legislation.

4.11 Incident and fault management

The Service Provider shall ensure they undertake the following:

- Pro-active response – provide such response to and undertake emergency waste collection requests where there is a significant risk to health and safety, the environment, or railway operations.
- Must respond to the Authority, London Fire Brigade, a statutory body, British Transport Police and / or local council demands for services within agreed time scales.

- Must be able to respond to London Underground Fault Reports including recognition of faults and proactive closure to avoid fault escalation and service point application
- The most common (but not an exhaustive list of) fault codes are:
 - FR02 – Closure within 6 Business Days
 - FR20 Closure within 3 hrs
- Work in conjunction with TfL to overcome restrictions where possible including liaison with local authorities to get concessions for short term parking on red routes and registration under the London Lorry Control Scheme.
- Where possible respond to short notice requests by incorporating requirements on existing schedules.
- Service Providers main point of contact to liaise with TfL to resolve all issues within a timely manner and in line with key service KPIs.

4.12 TfL's responsibilities

In order to assist with cost effective and legal complaint safe waste management practices TfL will

- Store waste in a manner to reduce any manual handling requirements and distance to be moved for station level for safe collection by the Service Provider.
- Ensure waste types are in line with those classifications on the transfer notes and that any materials e.g. glass is appropriately packaged and to ensure any waste outside those covered by standard collection are booked through a separate waste request e.g. syringes, toner cartridges, batteries.
- Liaise with any station and cleaning staff to assist with transferring waste to street level where practical problems such as parking or stopping restrictions apply.
- Liaise with station and cleaning staff to ensure waste is stored safely with minimal risk of attracting vermin. To deal with any infestations reported as quickly as possible.
- To store waste safely in the containers provided without overloading or with weights for standard 1100litre bins not exceeding 250kg.
- Where agreed that bags will be used for waste collection, to ensure the bags are strong enough to contain the waste and are not overfilled or with a weight of more than 15kg.
- To provide access to the Service Provider to ensure waste can be collected as efficiently as possible in a timely manner.
- To advise the Service Provider any known access issues temporary or permanent changes that will impact on the waste collection service.
- To provide information on the waste location, storage type, waste classification (including any COSHH assessment and date where appropriate) waste volumes and weight for any new work request.

- To provide a clear itinerary list if collection of ad-hoc bulky waste is required.
- To provide charging details including cost and activity codes to enable charges to be processed by TfL's Financial Service Centre.
- Assist the Service Provider in gaining cooperation with TfL's appointed cleaning contractor to ensure all approved waste streams to be removed to maintain operational compliance. This requires collections from stations in a timely manner to prevent non-compliance with licensing and Category 1 & 2 Standards and avoid station closures. TfL's contract with their cleaning contractors should include;
- Working in conjunction with Service Provider to overcome any restrictions where waste is to be left for collection outside a Station.
- Cooperating with the Service Provider to ensure waste can be collected in an efficient manner with minimum disruption to London Underground operations.

5. ADDITIONAL WORK REQUESTS / SERVICE VARIATIONS (APPLICABLE TO ALL LOTS)

- Additional work requests can only be authorised by those personnel identified in Appendix I to this Specification.
- Where the Service Provider wishes to amend any aspect of the Services TfL must be notified in writing and have acknowledged the request in writing at least 5 Business Days before any change can be implemented.
- Where TfL wishes to amend a scheduled service, notification in writing will be provided to the Service Provider at least 5 Business Days in advance.
- Any changes to the Services shall be made in accordance with Clause 32 of the Contract.

6. ENVIRONMENTAL REQUIREMENTS (APPLICABLE TO ALL LOTS)

The London Mayor's Transport Strategy and the Mayor's London Environment Strategy set out a number of detailed strategic aims on air quality, water, waste, climate change and energy. TfL expects the Service Provider to play a key role in helping TfL to achieve its current and future environmental objectives and targets to ensure the delivery of all current and future Mayoral policies and strategies relevant to TfL.

The Mayor is working to create a circular economy; to help deliver this the Service Provider must apply the waste hierarchy to TfL waste as set out below.

- reduce waste (where the Service Provider can influence this);
- encouraging greater reuse of materials to minimise the use of virgin resources;
- once waste reduction and reuse opportunities have been exhausted, maximising the recycling of materials (including anaerobic digestion) that are left; and
- where all opportunities to reduce, reuse and recycle materials have been exhausted, maximising the value of truly non-recyclable waste by generating low carbon energy from it to limit the environmental impact.

The London Environment Strategy has the following aim:

London will be a zero waste city.

The service provider must achieve the target of 65% recycling of Commercial and Industrial waste by 2030 (Unless otherwise stated whereby targets have been set above 65 percent within the below tables. Targets set out within these must be maintained and achieved in accordance with the specified targets).

Taking into consideration the waste hierarchy and prioritise waste reduction and reuse before recycling. The Service Provider must maintain and increase the current recycling rate in accordance with targets agreed throughout the Term of the Contract.

The Service Provider will report progress against these targets as per Appendix F and /or in a format agreed with TfL.

TfL currently propose the following trajectories for recycling performance, but these may be subject to change over the Term of the Contract. The Service Provider may deliver a different trajectory if this is agreed with the Authority's Contract Manager.

Station Waste

Year	Actual	1	2	3	4	5	6	7	8	9	10
Financial Year	18/19	19/20	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29
Stations Proposed Recycling Target *	10	15	23	31	36	41	46	51	56	61	65
Yr. on Yr. Change		5	8	8	5	5	5	5	5	5	4

Depot generated waste (recycling rates are to be agreed over the course of the

Year	Actual	1	2	3	4	5	6	7	8	9	10
Financial Year	18/19	19/20	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29
Depot Proposed Recycling Target *	80%	80%	TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC

contract and increased with percentage increments).

TfL Head Office waste

Year	Actual	1	2	3	4	5	6	7	8	9	10
Financial Year	18/19	19/20	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29
Head office Proposed Recycling Target *	65 percent	67	69	71	73	75	80	82	83	84	85

The Greater London Authority (GLA) has agreed an internal set of corporate health performance indicators and targets, including targets for reducing waste and increasing recycling. One of the Greater London Authority's (GLA) performance indicator targets is the percentage reduction in waste produced at City Hall against a 2017/8 baseline. Targets include a 13 percent reduction by 2019/20 and a longer term target for 20 percent reduction for year ending 31 March 2021. Percentage of waste recycled is another performance indicator, and the Greater London Authority (GLA) has set targets for 86.5 percent recycling by 2019/20 and 90 percent recycling year 20/21. The table below sets out longer term recycling targets for Greater London Authority (GLA) Office Waste, but these will be reviewed in 2020/21.

Year	Actual	1	2	3	4	5	6	7	8	9	10
Financial Year	18/19	19/20	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29
Depot Proposed Recycling Target	83 percent	86.5 percent	90 percent	90.6 percent	91.3 percent	91.9 percent	92.5 percent	93.1 percent	93.8 percent	94.4 percent	95 percent

Greater London Authority (GLA) office waste

Year	Actual	1	2	3	4	5	6	7	8	9	10
Financial Year	18/19	19/20	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29
Hazardous waste*	49	54	TBC	TBC							
WEEE	100	100	100	100	100	100	100	100	100	100	100

Hazardous and WEEE waste at all sites.

*Hazardous waste would need to be considered per item and rate agreed between TfL and the Service Provider.

6.1. Environmental Management System

The Service Provider shall have an environmental management system that is bespoke to the Contract and requirements of TfL and which, as a minimum meets the requirements below:

- (a) the environmental management system shall be certified to the BS EN ISO14001 standard, or equivalent standard, by a United Kingdom Accreditation Service ("UKAS") (or equivalent) accredited certification body or the Service Provider shall have an environmental management policy, and also an independently audited environmental management system to the standard of BS EN ISO14001, or equivalent;

6.2 Environmental Management Plan(s)

As part of the environmental management system, the Service Provider shall develop, implement and maintain a contract specific Environmental Improvement

Plan ("EIP") for the delivery of the Services to be submitted to TfL within three (3) months for approval following the Service Commencement Date as stated in Schedule 1 of the Contract.

The EIP shall be updated and shared annually and not later than on each anniversary of the Service Commencement Date.

The Service Provider shall make the EIP available to TfL for quarterly review (and include any actions and / or updates based on previous reviews) at meetings with the Authority's Contract Manager.

Within the EIP, the Service Provider shall demonstrate its contribution towards delivering TfL's environmental objectives, including but not limited to how the Service Provider shall:

- (a) ensure environmental aspects are considered and incorporated in to its activities;
- (b) use partnership working on environmental matters (for example regulators, environmental bodies, industry groups, client and supply chains);
- (c) identify all potential environmental aspects and impacts of the Contract, specific to its activities (from planning to delivery) demonstrating how the Service Provider intends to minimise the potential risks and impacts;
- (d) ensure its environmental key performance indicators and targets contribute to the objectives and targets where the key themes are:
 - (ii) reduction of air pollutants; including, setting and achieving targets for reduction in air pollutants (particulate matter and nitrogen oxides) from sources under control of the Service Provider, not through air sampling; demonstrating how it is meeting TfL 's vehicle emissions requirements;
 - (iii) reduction of noise, nuisance and vibration; including, setting and achieving a target/reduction in noise;
 - (iv) materials, resources and waste management; including, demonstrating a reduction in use of resources, such as water, minimising the generation of waste; avoiding the use and production of hazardous materials and the prevention of pollution. Achieving a percentage of waste diverted from landfill rate of ninety-nine per cent (99%) (or an equivalent reuse and recycling rate currently to reuse and recycle 65% of material produced) and achieve recycling targets as set out above.
- (f) include an environmental staffing plan, describing the Service Provider's environmental management organisation structure, identifying roles, accountabilities and responsibilities, and points of liaison with TfL. The staffing plan must demonstrate resources are appropriate to the scale and nature of the work.

- (g) include a plan to communicate with and educate areas of TfL aimed at supporting environmental improvement targets related to waste management.

6.3 Duty of Care responsibility

6.31 General Requirements

Without prejudice to its other obligations contained in this Contract, the Service Provider shall ensure that until the Contract expiry date, it carries out its obligations in response to any environmental incidents and their reporting in a manner agreed with the Authority's Contract Manager.

6.32 Air Quality and Dust

Control of Vehicle Emissions

The Mayor has made a commitment to support efforts to consolidate commercially collected waste services. TfL supports a collective arrangement that consolidates business collections to improve recycling performance, reduce congestion, improve the public realm and improve air quality.

To comply with the Ultra Low Emission Zone; the Service Provider shall ensure that in the procurement or leasing of vehicles for use in the delivery of the Services:

- CO₂, air quality and noise impacts are minimised; and
- a technology neutral approach is adopted.

All vehicles used in the delivery of the Services shall meet or exceed the following CO₂ limits and European emission standards (Euro Standards) at the Service Commencement Date:

- Cars - maximum certified CO₂ emissions of 99 g/km and a minimum of Euro 6 emission standards by 2018 and 75 g/km by 2020
- Vans equal to or less than 1205 kg kerb weight – maximum certified CO₂ emissions of 115 g/km CO₂ and a minimum of Euro 6 emission standards
- Vans between 1205 and 1660 kg kerb weight – maximum certified CO₂ emissions of 155 g/km CO₂ and a minimum of Euro 6 emission standards
- Vans greater than 1660 kg kerb weight – maximum certified CO₂ emissions of 189 g/km CO₂ and a minimum of Euro 6 emission standards
- Heavy duty vehicles greater than 3500 kg kerb weight – Euro 6 emission standards.

If any vehicles used in the provision of the Services are due for replacement

before the Contract Expiry Date, the Service Provider shall ensure that the replacement vehicle/engine meets the most stringent European or British regulated emissions standards (currently Euro 6/VI). Replacement vehicles must also meet the CO₂ limits set out above; in addition, TfL reserves the right to reduce CO₂ caps for cars and vans and introduce CO₂ caps for heavy duty vehicles during the Contract Term.

The Service Provider will be monitored, through self-certification and inspections at TfL's sites and the Service Provider's premises, to ensure compliance with these terms. TfL reserves the right to refuse access to its estate to a vehicle which does not meet these criteria.

In line with Mayoral transport and environmental strategies and TfL's commitments to reduce pollutant and carbon dioxide emissions, the Service Provider is required to use zero or ultra low tailpipe emission vehicles such as electric, plug-in hybrid or bio-methane vehicles in their fleet where feasible. Zero and ultra low tailpipe emission cars and light duty commercial vehicles are widely available; if the Service Provider is not able to deploy such vehicles, they will be required to justify their decision to TfL.

Any necessary recharging/refuelling infrastructure required for low emission vehicles to be supplied by the Service Provider on TfL's reserves premises will only be permitted subject to written acceptance and by separate agreement on maintenance, installation and running costs from TfL. Where the Service Provider operates such vehicles, the Service Provider will share operating experience and data with TfL upon request.

The Service Provider will ensure that all vehicles used in the performance of the Services are operated in such a way to ensure that environmental impacts are reduced as far as reasonably practicable. Operating data for all vehicles will be shared with TfL when requested.

The Service Provider shall;

- Ensure vehicles used in connection with the Services are regularly serviced in line with the manufacturer's recommendations;
- Ensure all faults or problems on such vehicles are repaired/addressed as soon as practicable; and
- Monitor and record all vehicle fuel and mileage in connection with the performance of the Services.

The Service Provider shall report the following information on an annual basis. TfL reserves the right to include additional monitoring requirements throughout the Contract Term if required.

- Vehicle make and model;

- Individual vehicle official tailpipe CO₂ emissions (if available);
- Individual vehicle official Euro emissions standard;
- Vehicle servicing frequency;
- Vehicle fuel type and consumption (litres used);
- Vehicle mileage; and
- Percentage of the fleet on daily hire (and hence excluded from the above).

The Service Provider shall ensure that all driving staff undertake a fuel efficient and safe driver training course within three months of their starting to perform the Services. The Service Provider shall ensure that the training course consists of theoretical training and practical implementation skills and is a minimum duration of one hour. Details of DVSA-approved training courses including LoCITY Driving and Safe Urban Driving are available on the Fleet Operator Recognition Scheme (FORS) website.

The Service Provider shall provide the driver training records to TfL as instructed by the Authority's Contract Manager.

Table 4: Certified CO₂ Limits (g/km):

		2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Cars		95	90	85	80	75	70
Vans ≤ 1205kg kerb weight		105	100	95	90	85	80
Vans 1205-1660kg kerb weight		145	140	135	130	125	120
Vans >1660kg kerb weight		205	200	195	190	185	180

Source: Derived from TfL's support fleet policy

6.33 Dust and Odour nuisance

The Service Provider shall use the best practicable means to reduce dust, odour and other emissions at all times and to not create dust or odour nuisance while visiting TfL sites.

If the Authority's Contract Manager decides that the Service Provider is not dealing adequately with the control of dust, odour or other emissions when attending TfL sites, the Authority's Contract Manager may instruct the Service Provider to carry out such additional measures as the Authority's Contract Manager considers are necessary. Such measures will not be subject to Clause 32 of the Contract (the Contract Variation procedure)

6.34 Noise

For activities with the potential to generate noise, the Service Provider shall:

- (a) use the best practicable means to control and limit noise and/or vibration levels so that affected properties, and other sensitive receptors, are protected from excessive or prolonged noise and vibration associated with all activities;
- (b) set out how noise requirements shall be managed in the EIP and the Service Provider shall undertake the Services in strict adherence to this approach;
- (c) stipulate and ensure adherence to behavioural conditions to workers around minimising impacts to neighbours, such as conduct when arriving and leaving the sites during any night works; and
- (d) employ a trained and competent person to undertake noise monitoring if required and comply with any additional measures required including relocation or modification of equipment to reduce noise and vibration. The monitoring scope shall be agreed with in advance with the Authority's Contract Manager. Monitoring results shall be provided to TfL on request.

6.4 Environmental Complaints Handling

The Service Provider shall develop a complaints handling process agreed with the Authority's Contract Manager. As a minimum, the complaints handling process shall include the following:

- (a) inclusion of TfL's Customer Services details on all public facing

communication;

- (b) information on how complaints and enquiries will be responded to when passed on by the Authority's Contract Manager;
- (c) details of the emergency response system that will be employed for dealing with emergency issues; and
- (d) reporting all complaints/enquiries and their responses within twenty-four (24) hours of receipt to the Authority's Contract Manager.

Update on the resolution of all complaints will be reviewed as part of the contract review process.

6.5 Waste and resources management

TfL requires the Service Provider to promote recycling, minimise its waste and play a leading role in helping TfL achieve its environmental targets. The Service Provider shall develop, implement and maintain a strategy to achieve reduce waste generation, improve reuse and recycling to meet Mayoral targets and improve waste storage and collection.

The Service Provider's Waste Management Plan shall document how, until the end of the Contract Term, the Service Provider will:

- (a) implement the waste hierarchy;
- (b) ensure key staff are trained in waste minimisation and management techniques.

The Service Provider shall implement and update the strategy and approach maintain records throughout the duration of the Contract Term and make available these records for review by TfL on request.

The Service Provider is responsible for the management and removal of all waste arising as soon as practicably possible in accordance with Good Industry Practice.

The Service Provider shall make available to the Authority's Contract Manager, within three (3) Business Days of request, any waste records (such as consignment notes and transfer notes).

6.6 Pollution Prevention

The Service Provider shall ensure that the Environmental Management Plan and aspect and impact assessments for specific tasks and activities adequately identify all potential pollution sources, pathways and sensitive receptors. The Service Provider will ensure that the Environmental Management Plan will detail how pollution risks will be managed including specific controls to be put in place, which must be strictly complied with. The Service Provider will ensure that all controls identified will be included in safe systems of work and briefed to staff and subcontractors.

The Service Provider shall ensure that Pollution Response information, and all necessary pollution response equipment required to reduce risks to as low as reasonably practicable are included in the environmental improvement plan. These must be place within one month of the Commencement Date. The Pollution Response information shall set out actions to be taken in the event of an environmental incident (this can be incorporated into a wider incident response plan). The Service Provider shall ensure all staff and subcontractors are familiar with the plan and trained in actions to take if an incident occurs.

6.7 Monitoring and reporting

The Service Provider shall employ a trained and competent person(s) to undertake environmental monitoring. The Service Provider shall comply with any additional measures required by the Authority's Contract Manager including relocation or modification of equipment to reduce noise, vibration, nuisance, light, dust, pollution and other disturbances

6.8 Effluent Discharge consent

When providing maintenance of drains and interceptors, the Service Provider shall ensure that it maintains effluent discharge within the legal effluent discharge consent limits

When required by TfL, the Service Provider shall also support the maintenance of effluent discharge consent within legal limits, by providing ad-hoc maintenance of drains and interceptors.

The Service Provider is to retain test records to evidence compliance and site limits for a minimum of 2 years.

7 HEALTH & SAFETY – QUENSH (APPLICABLE TO ALL LOTS)

The Service Provider shall not endanger in any manner the health and safety of, or unreasonably interfere with the proper performance of the duties of the Authority's employees or third parties or otherwise expose the Authority to liability under any Applicable Laws and Standards, including (without limitation) the Health and Safety at Work Act (1974), the Transport and Works Act (1992), or any statutory modifications or re-enactments thereof.

The provisions of the London Underground Limited category one standard number S1552 contract QUENSH Conditions are applicable, as detailed in Appendix L to this Specification. For the purposes of this Contract where the term 'Client' is used in Appendix L this means 'the Authority' and where the term 'Supplier' is used this means 'the Service Provider'.

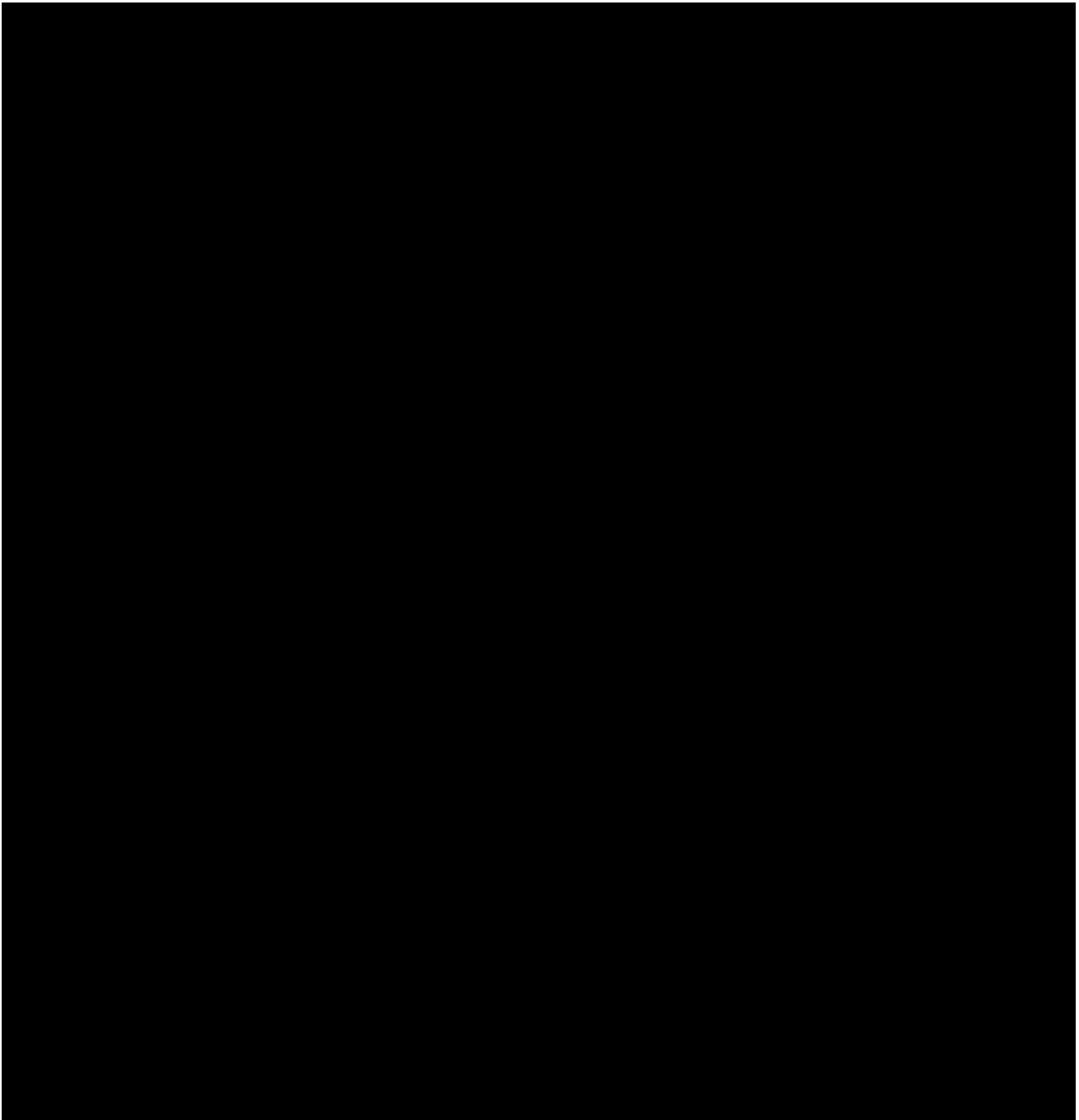
The applicable QUENSH menu for this Contract is attached at Appendix M to this Specification.

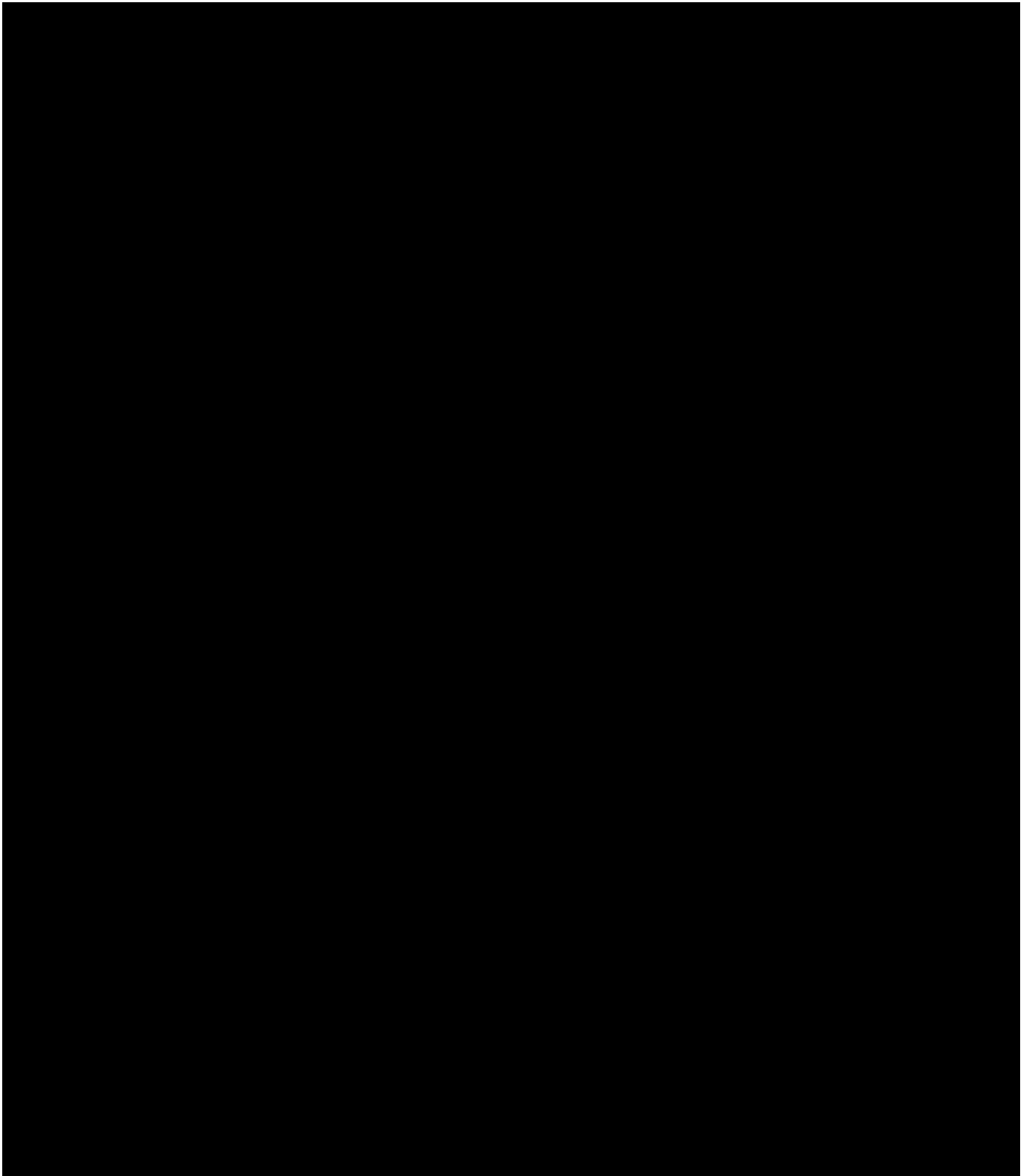
Please Note: The requirements detailed in this standard are in addition to legislative requirements, British and European standards, industry good practice and other Category 1 Standards.

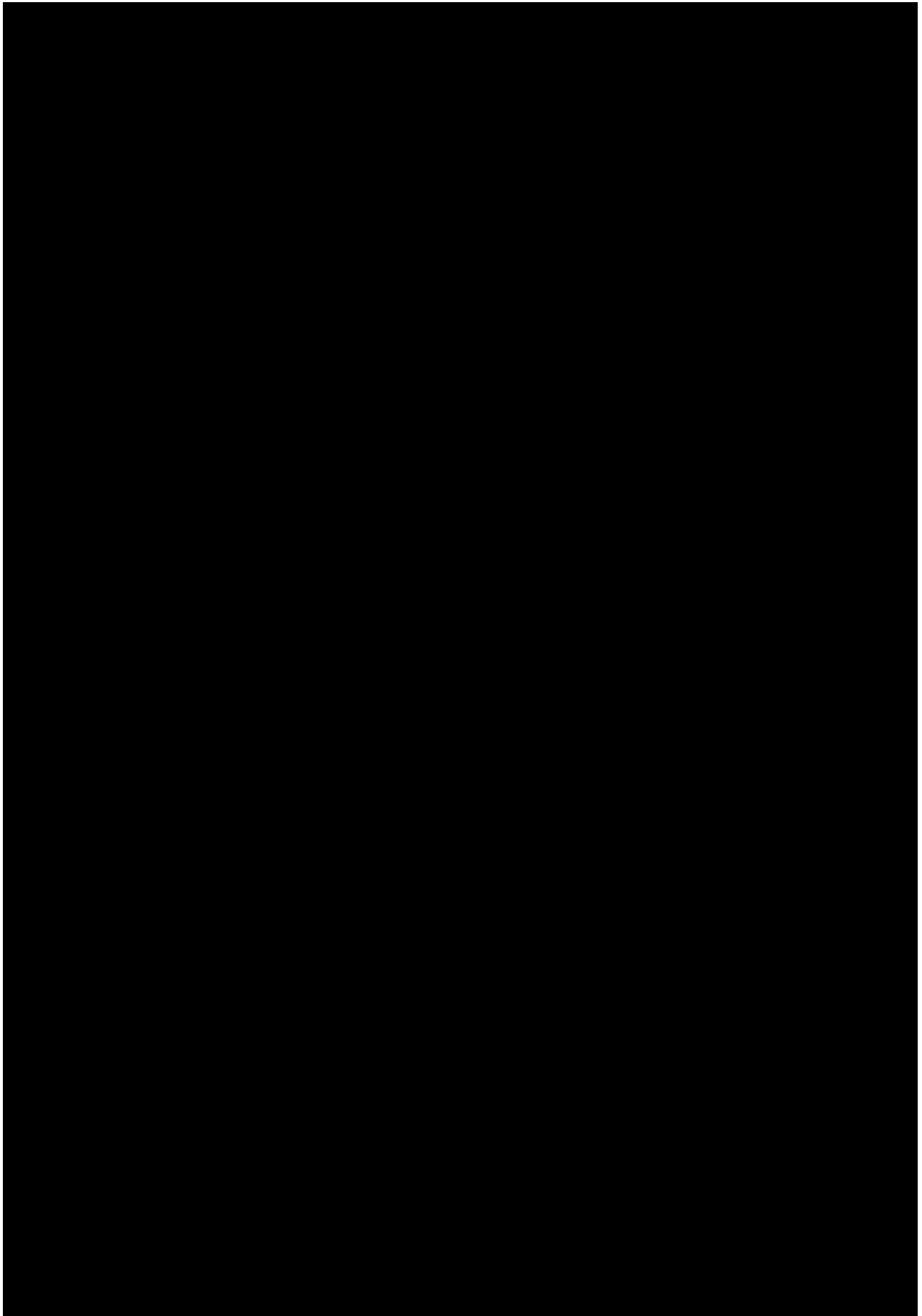
8 SERVICE LEVEL AGREEMENTS (SLAS)/KEY PERFORMANCE INDICATORS (KPIs)

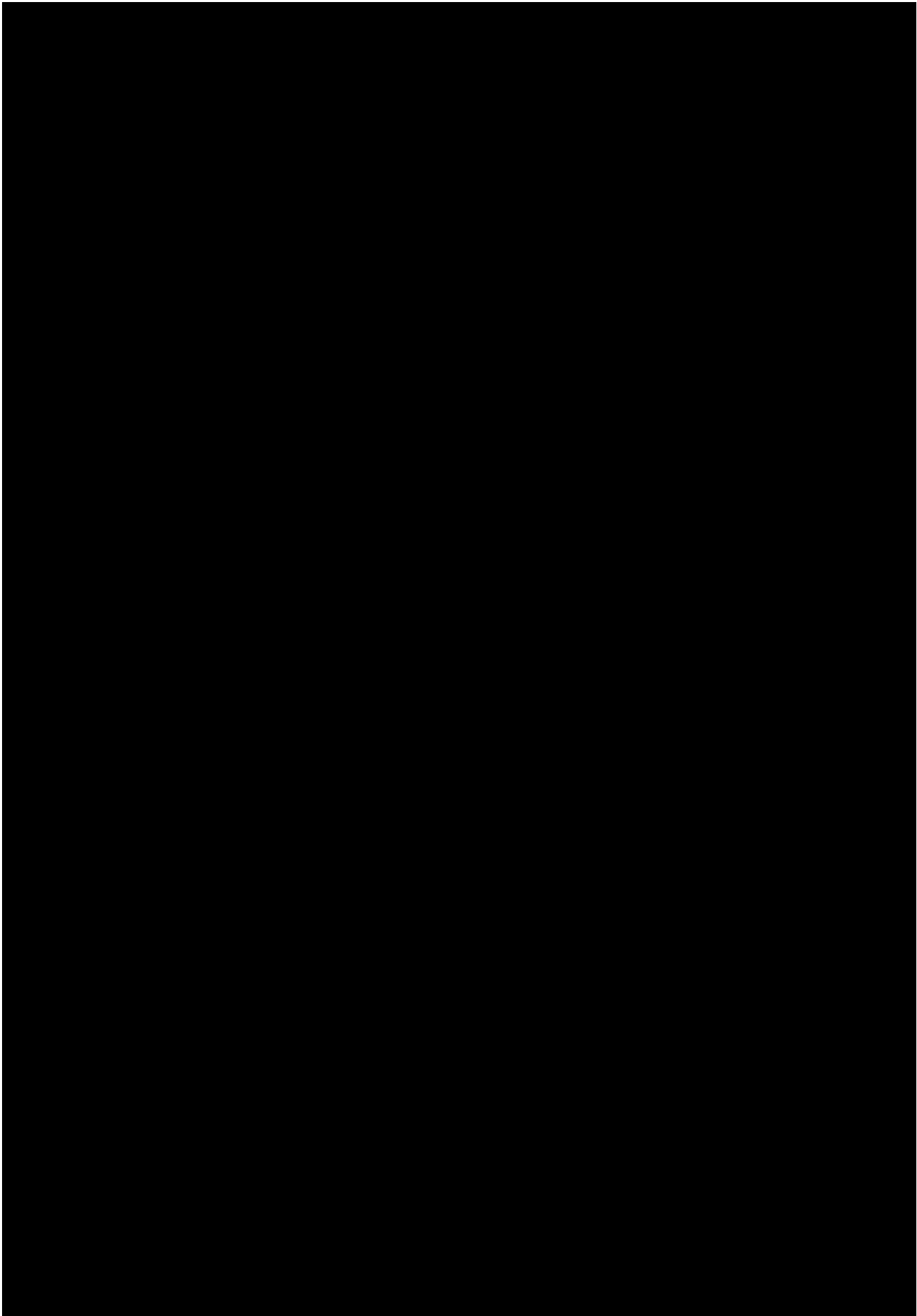
8.1 Key Performance Indicators for all lots

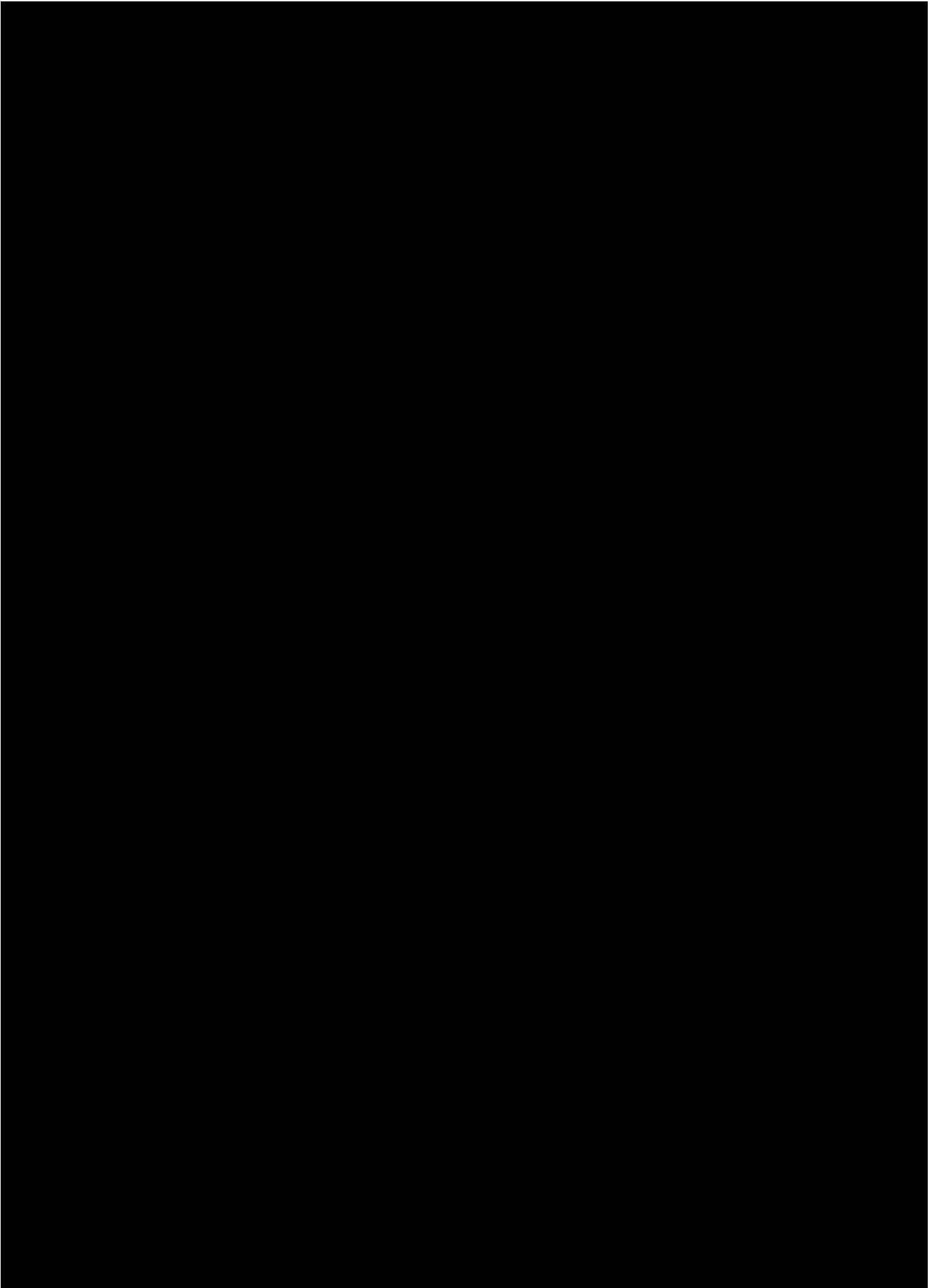
- The Service Provider shall for the Contract Term upon request report to the Authority's Contract Manager its performance against each of the key performance indicators stated in this Section 8 of the Specification.
- If the Service Provider fails to meet the levels of performance or any individual key performance indicator stated in this Section 8 of this Specification, the Authority shall be entitled to apply service credits to the Service Provider and enforce the escalation process both as detailed below.

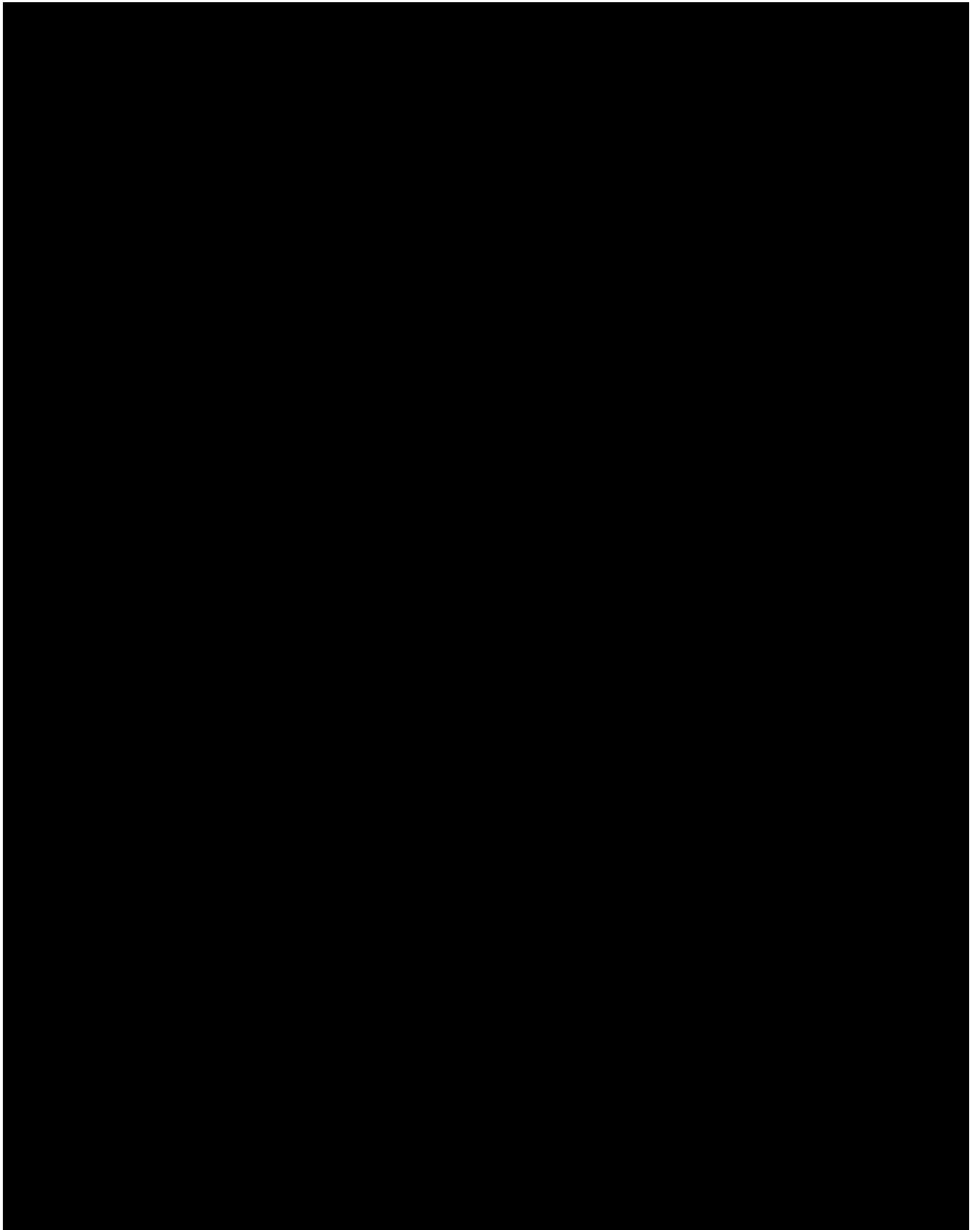


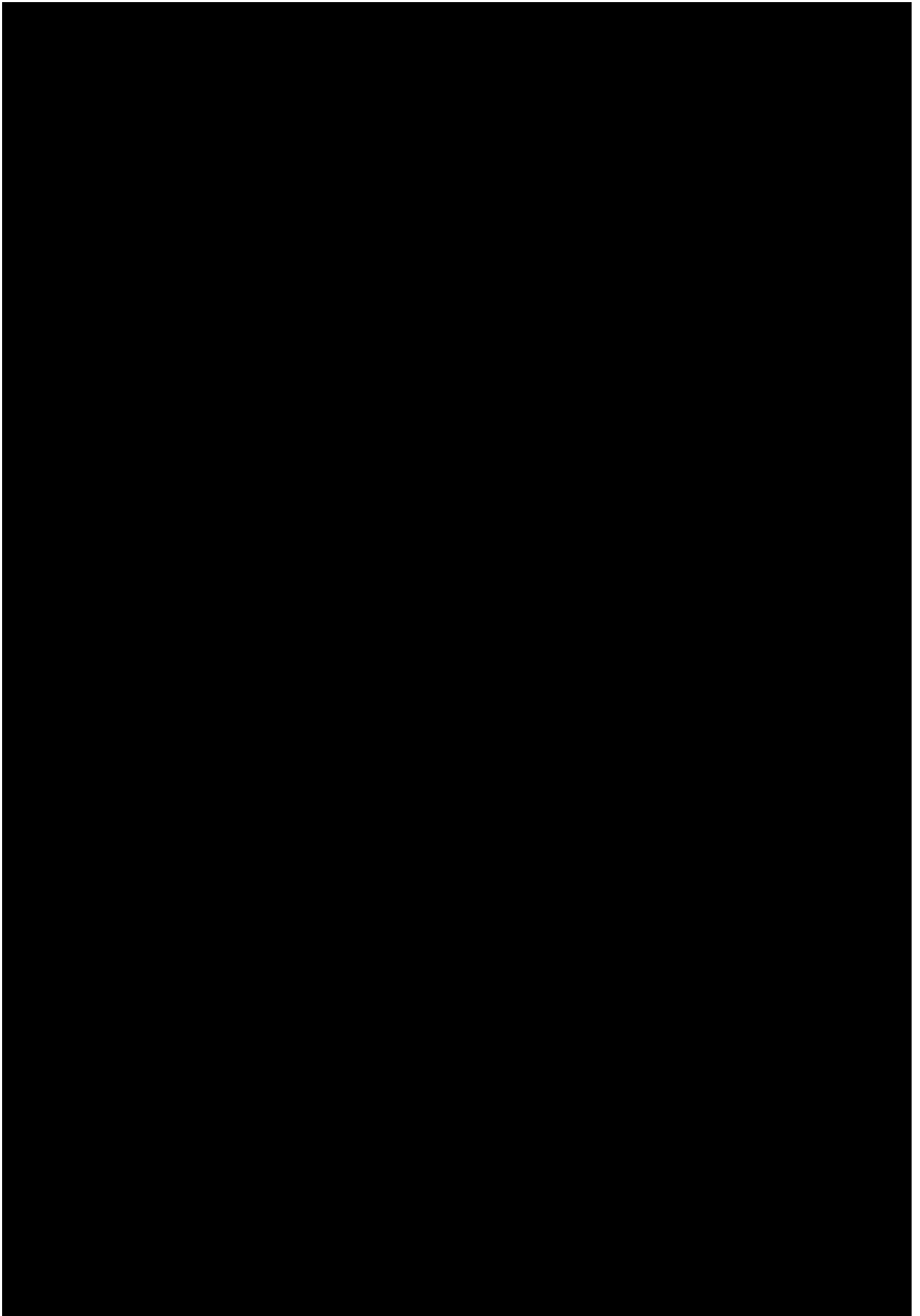


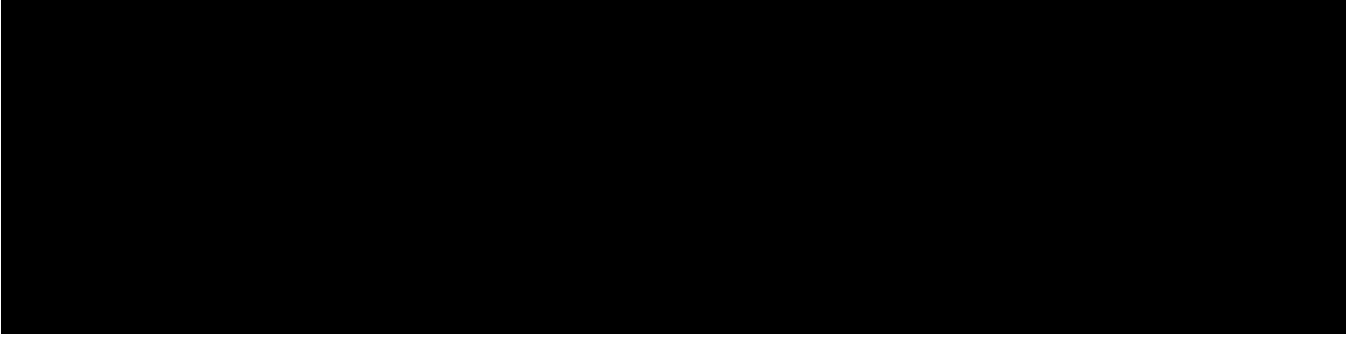


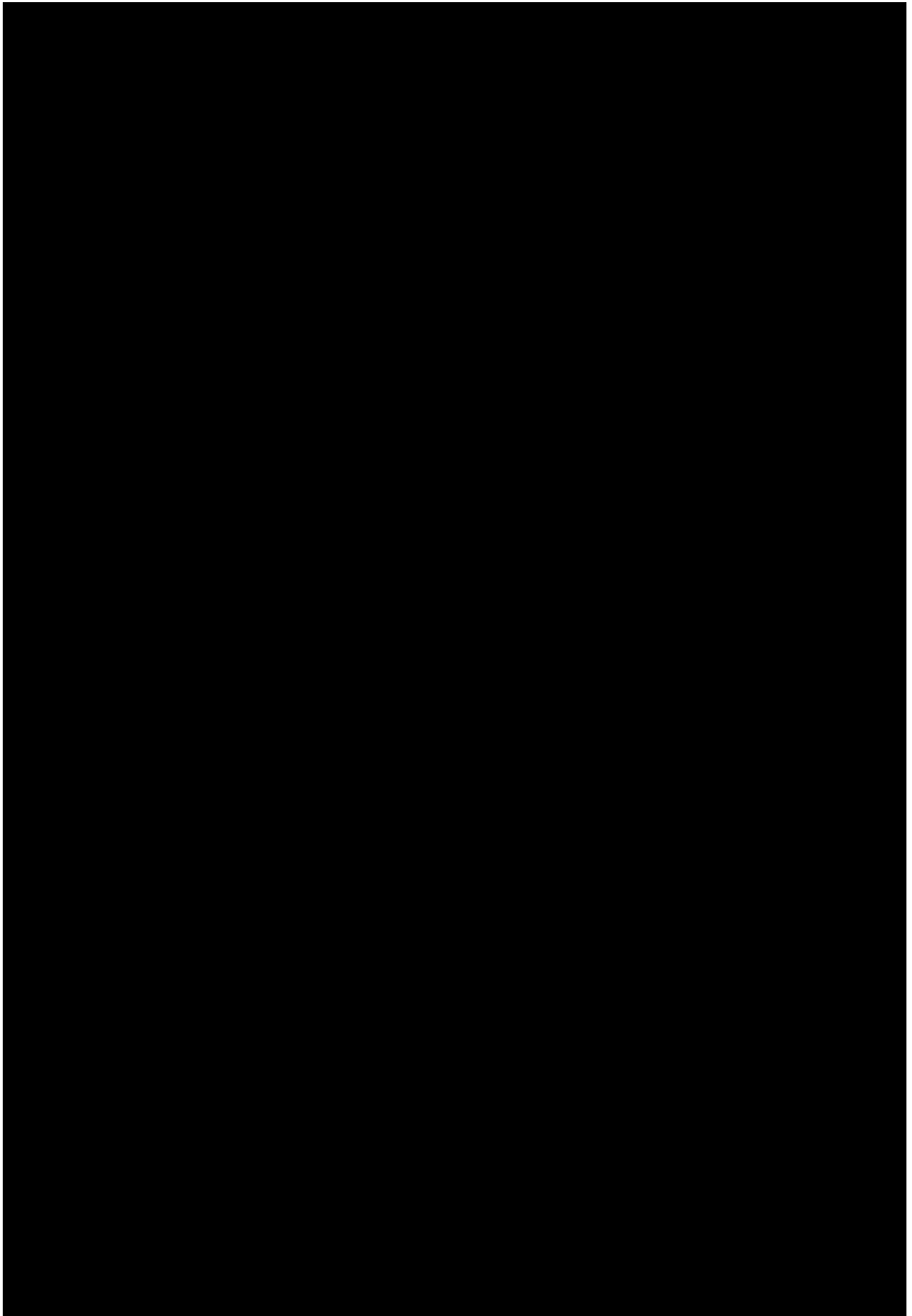


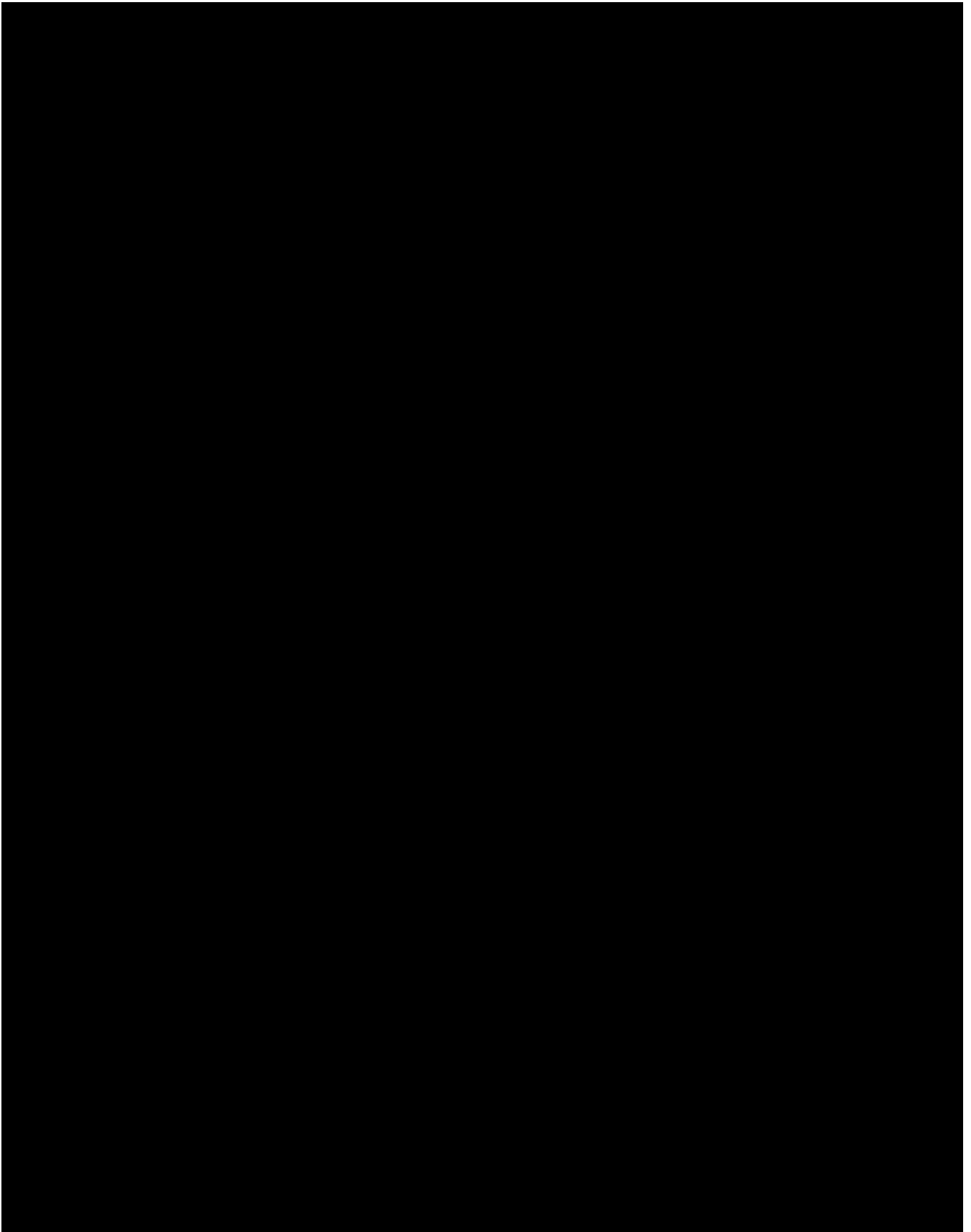


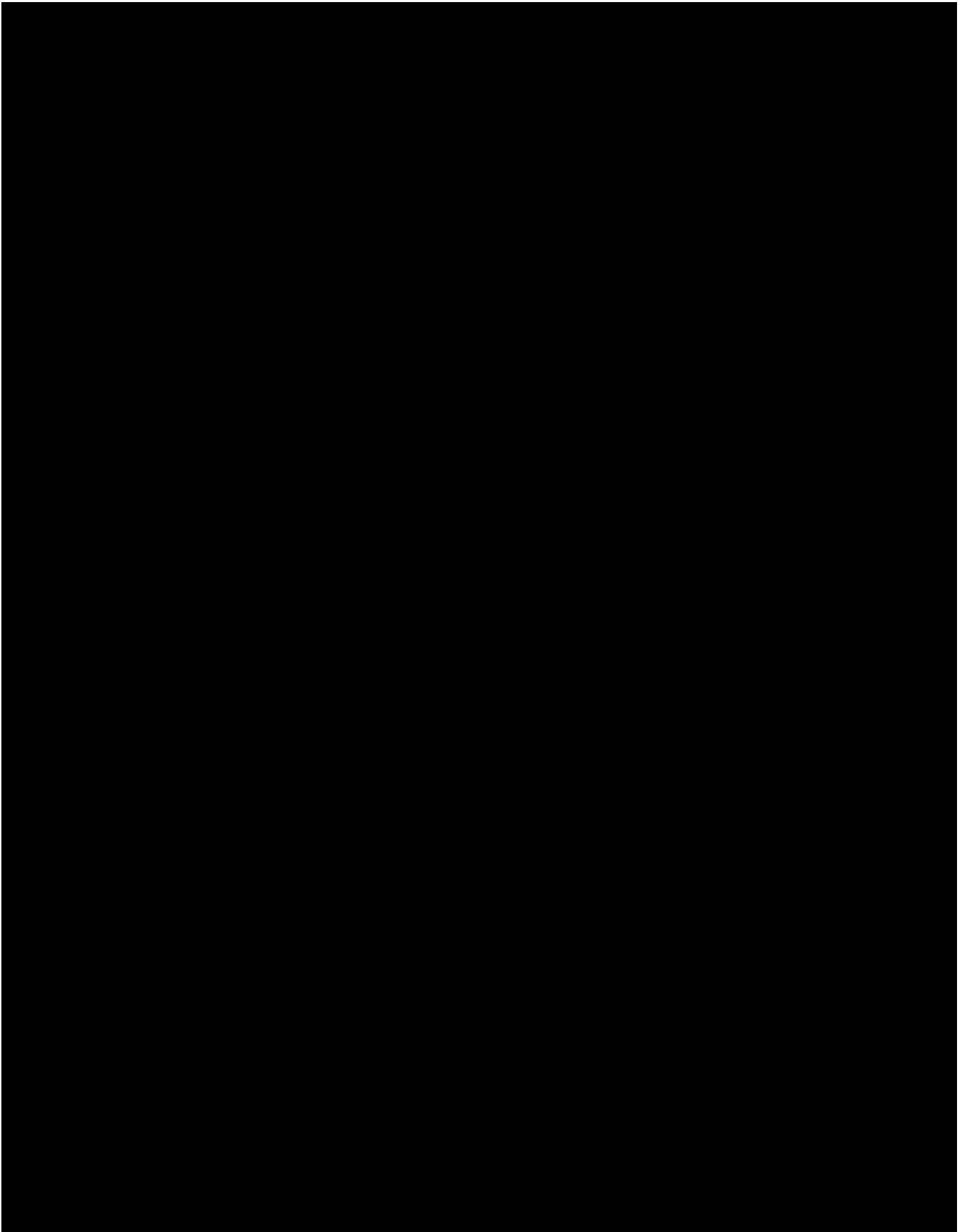








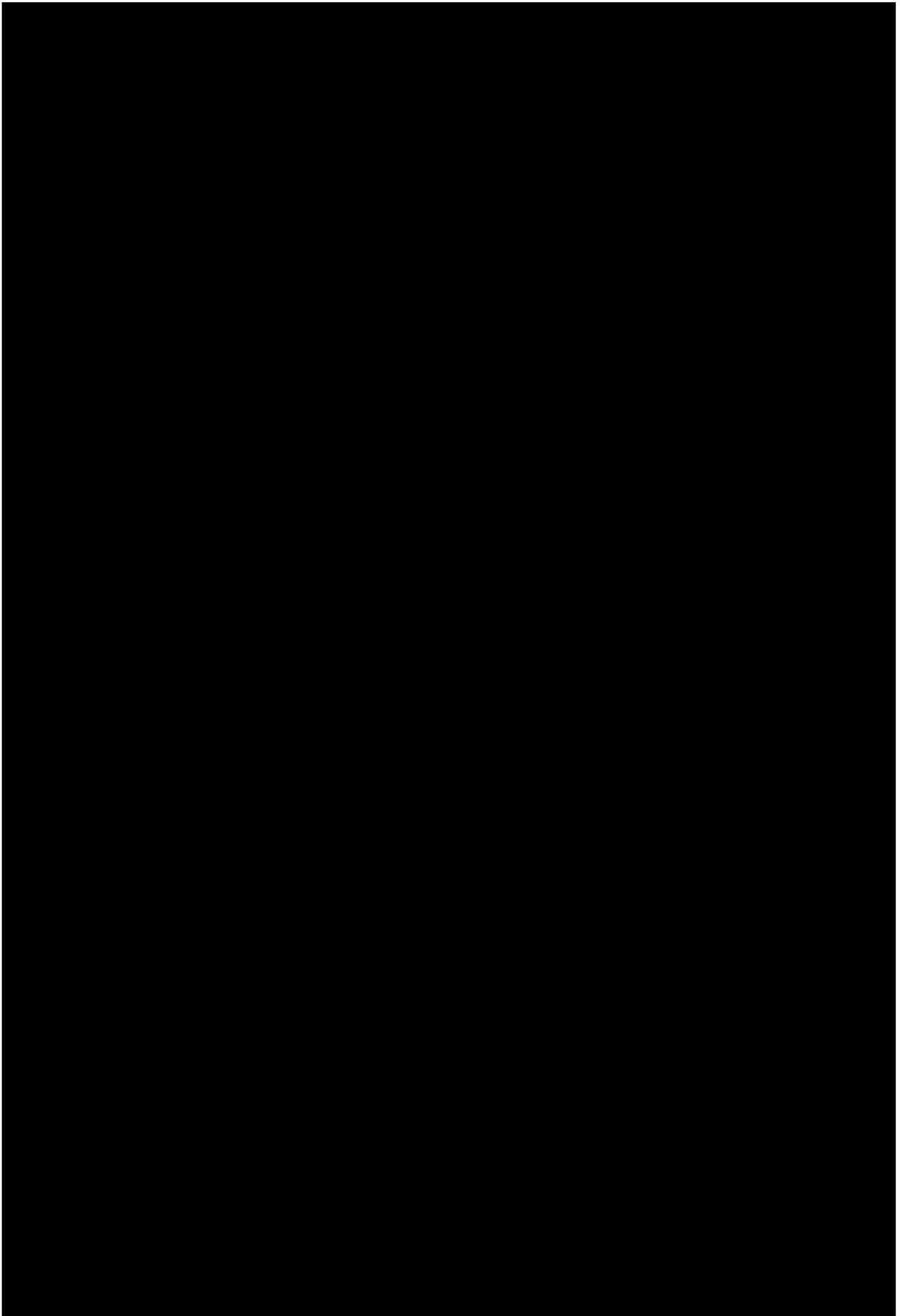


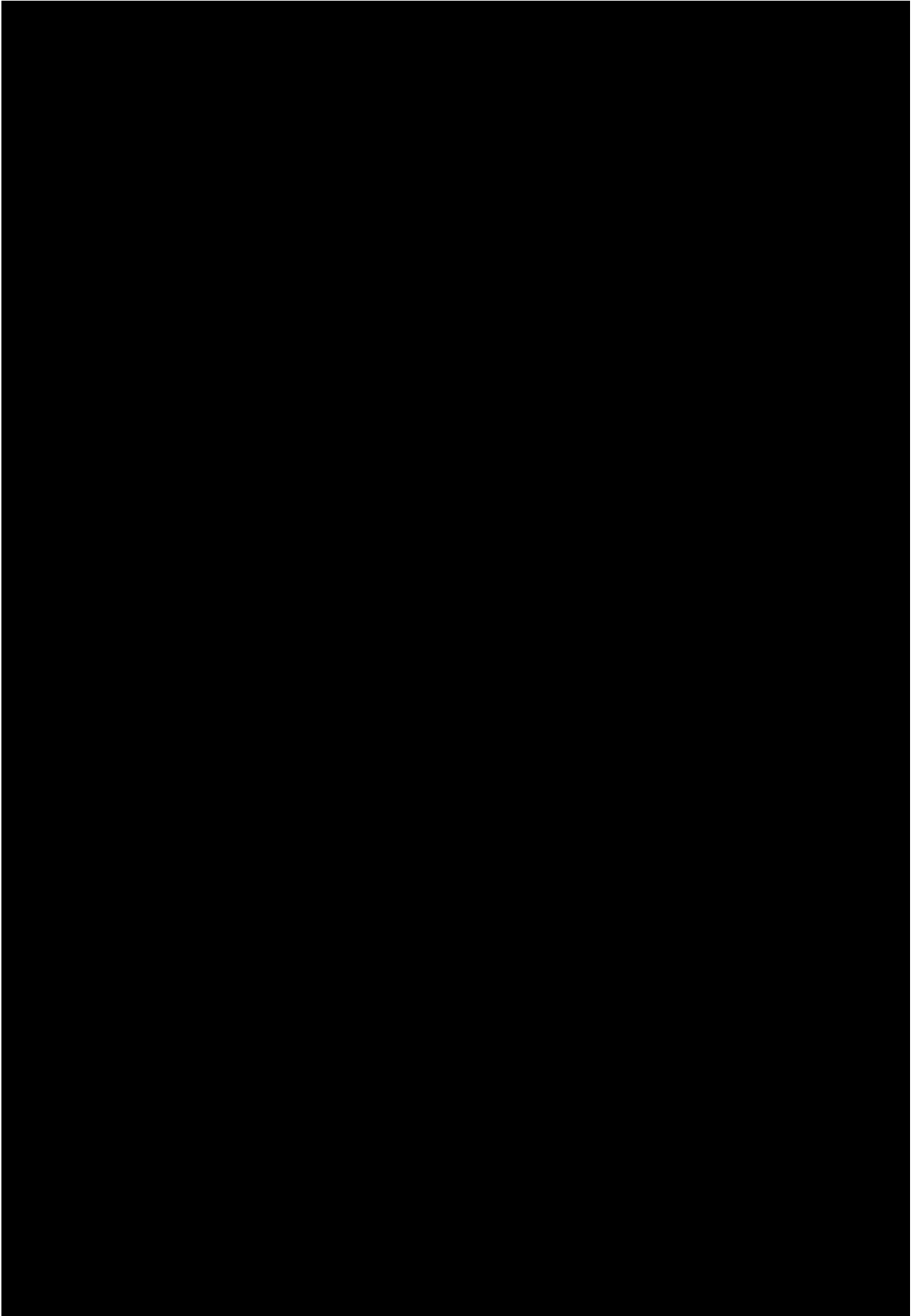


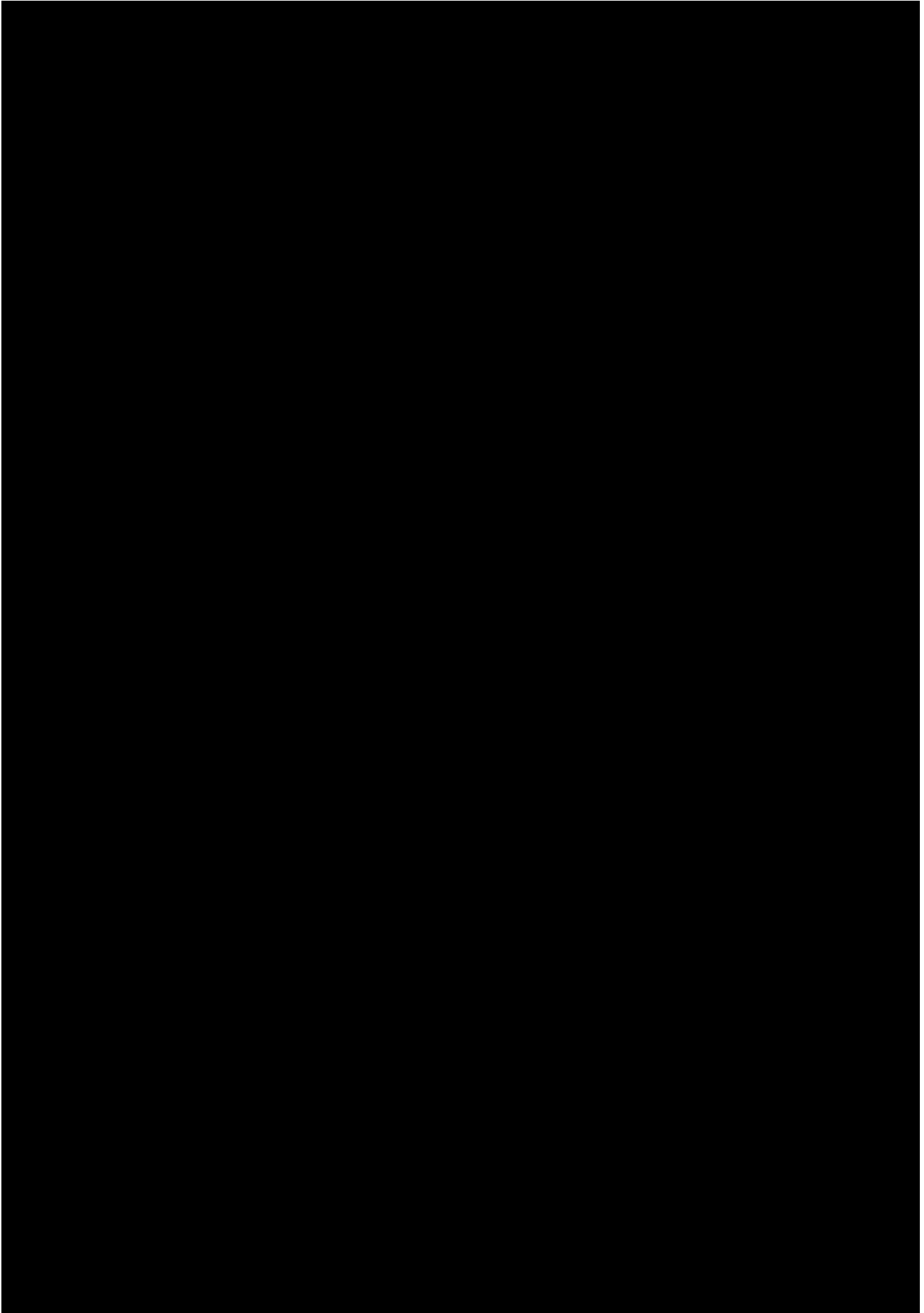
8.3 Service Timescales

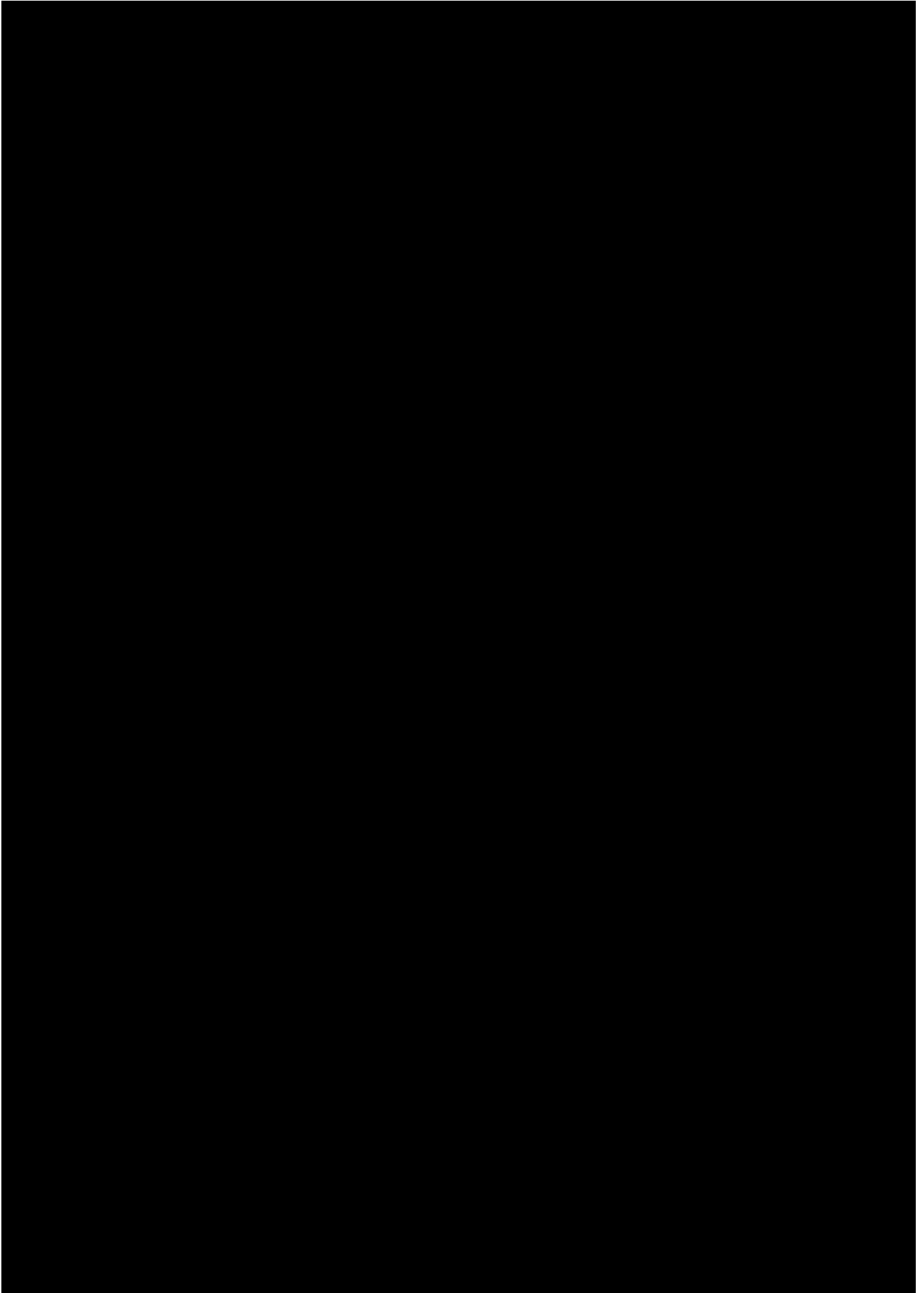
Service request type	Response with booking confirmation	Service Level Agreement to complete work within
Standard Ad hoc Service	Notification request received and booked within 24 hours	Completion of works within 6 Business Days
Emergency Service	Notification request received and booked within	Completion of works 48 hours from call being logged

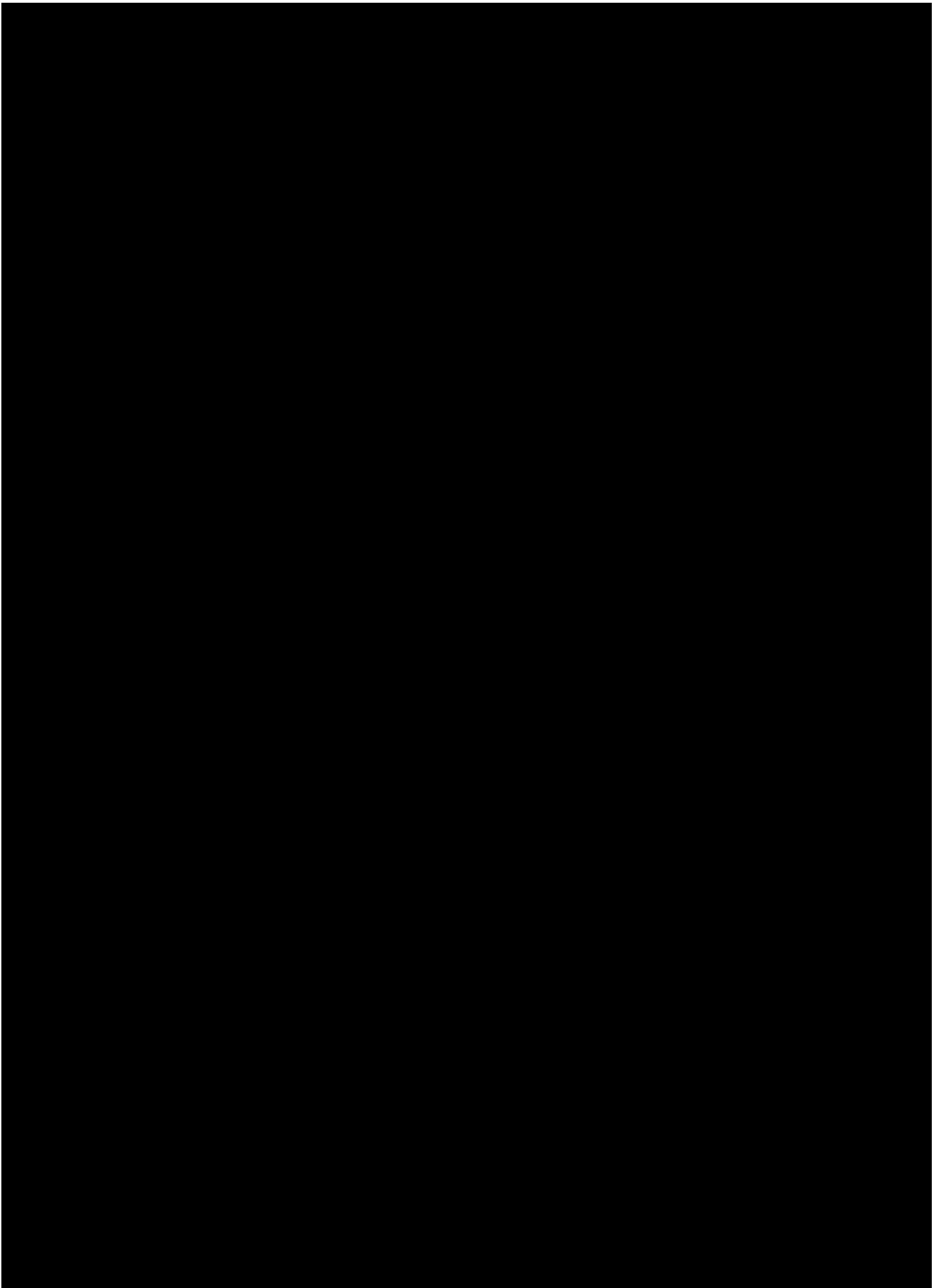
	3 hours	
Missed service for ad hoc and regular services (Only	Notification of missed service within 24 hours	Completion of missed service within 24 hours (unless otherwise agreed)
Weekend / bank holiday service	Notification request received and booked within 24 hours	Completion of works within 6 Business Days Unless otherwise specified by TfL or the Authority's Contract Manager
Night work	Notification request received and booked within 48 hours	Completion of works within 5 Business Days Unless otherwise specified by TfL or the Authority's Contract Manager
Response to FR02 Fault request	Notification request received and booked within 24 hours	Completion of works within 6 Business Days
Response to FR20 Fault request	Notification request received and booked within 1 hours	Completion of works within 3 hours











APPENDIX G: GLA REPORTING TEMPLATE**Month**

Waste Generation	(kg)
WEEE	0
White Paper	0
Mixed Paper	0
Cardboard	0
Metal	0
Plastics	0
Glass	0
Confidential Waste	0
Wood	0
Organic Waste	0
Residual Waste	0
Total Waste	0

Recycling Rate	%
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APPENDIX H: REPORTING PERIODS

2020-21	Start	Finish
Period 1	01/04/2020	02/05/2020
Period 2	03/05/2020	30/05/2020
Period 3	31/05/2020	27/06/2020
Period 4	28/06/2020	25/07/2020
Period 5	26/07/2020	22/08/2020
Period 6	23/08/2020	19/09/2020
Period 7	20/09/2020	17/10/2020
Period 8	18/10/2020	14/11/2020
Period 9	15/11/2020	12/12/2020
Period 10	13/12/2020	09/01/2021
Period 11	10/01/2021	06/02/2021
Period 12	07/02/2021	06/03/2021
Period 13	07/03/2021	31/03/2021
2021-22	Start	Finish
Period 1	01/04/2021	01/05/2021
Period 2	02/05/2021	29/05/2021
Period 3	30/05/2021	26/06/2021
Period 4	27/06/2021	24/07/2021
Period 5	25/07/2021	21/08/2021
Period 6	22/08/2021	18/09/2021
Period 7	19/09/2021	16/10/2021
Period 8	17/10/2021	13/11/2021
Period 9	14/11/2021	11/12/2021
Period 10	12/12/2021	08/01/2022
Period 11	09/01/2022	05/02/2022
Period 12	06/02/2022	05/03/2022
Period 13	06/03/2022	31/03/2022
2022-23	Start	Finish
Period 1	01/04/2022	30/04/2022
Period 2	01/05/2022	28/05/2022
Period 3	29/05/2022	25/06/2022
Period 4	26/06/2022	23/07/2022
Period 5	24/07/2022	20/08/2022
Period 6	21/08/2022	17/09/2022
Period 7	18/09/2022	15/10/2022
Period 8	16/10/2022	12/11/2022
Period 9	13/11/2022	10/12/2022
Period 10	11/12/2022	07/01/2023
Period 11	08/01/2023	04/02/2023
Period 12	05/02/2023	04/03/2023
Period 13	05/03/2023	31/03/2023

2023-24	Start	Finish
Period 1	01/04/2023	29/04/2023
Period 2	30/04/2023	27/05/2023
Period 3	28/05/2023	24/06/2023
Period 4	25/06/2023	22/07/2023
Period 5	23/07/2023	19/08/2023
Period 6	20/08/2023	16/09/2023
Period 7	17/09/2023	14/10/2023
Period 8	15/10/2023	11/11/2023
Period 9	12/11/2023	09/12/2023
Period 10	10/12/2023	06/01/2024
Period 11	07/01/2024	03/02/2024
Period 12	04/02/2024	02/03/2024
Period 13	03/03/2024	31/03/2024
2024-25	Start	Finish
Period 1	01/04/2024	27/04/2024
Period 2	28/04/2024	25/05/2024
Period 3	26/05/2024	22/06/2024
Period 4	23/06/2024	20/07/2024
Period 5	21/07/2024	17/08/2024
Period 6	18/08/2024	14/09/2024
Period 7	15/09/2024	12/10/2024
Period 8	13/10/2024	09/11/2024
Period 9	10/11/2024	07/12/2024
Period 10	08/12/2024	04/01/2025
Period 11	05/01/2025	01/02/2025
Period 12	02/02/2025	01/03/2025
Period 13	02/03/2025	31/03/2025
2025-26	Start	Finish
Period 1	01/04/2025	26/04/2025
Period 2	27/04/2025	24/05/2025
Period 3	25/05/2025	21/06/2025
Period 4	22/06/2025	19/07/2025
Period 5	20/07/2025	16/08/2025
Period 6	17/08/2025	13/09/2025
Period 7	14/09/2025	11/10/2025
Period 8	12/10/2025	08/11/2025
Period 9	09/11/2025	06/12/2025
Period 10	07/12/2025	03/01/2026
Period 11	04/01/2026	31/01/2026
Period 12	01/02/2026	28/02/2026
Period 13	01/03/2026	31/03/2026

2026-27	Start	Finish
Period 1	01/04/2026	02/05/2026
Period 2	03/05/2026	30/05/2026
Period 3	31/05/2026	27/06/2026
Period 4	28/06/2026	25/07/2026
Period 5	26/07/2026	22/08/2026
Period 6	23/08/2026	19/09/2026
Period 7	20/09/2026	17/10/2026
Period 8	18/10/2026	14/11/2026
Period 9	15/11/2026	12/12/2026
Period 10	13/12/2026	09/01/2027
Period 11	10/01/2027	06/02/2027
Period 12	07/02/2027	06/03/2027
Period 13	07/03/2027	31/03/2027
2027-28	Start	Finish
Period 1	01/04/2027	01/05/2027
Period 2	02/05/2027	29/05/2027
Period 3	30/05/2027	26/06/2027
Period 4	27/06/2027	24/07/2027
Period 5	25/07/2027	21/08/2027
Period 6	22/08/2027	18/09/2027
Period 7	19/09/2027	16/10/2027
Period 8	17/10/2027	13/11/2027
Period 9	14/11/2027	11/12/2027
Period 10	12/12/2027	08/01/2028
Period 11	09/01/2028	05/02/2028
Period 12	06/02/2028	04/03/2028
Period 13	05/03/2028	31/03/2028

Quality Response Lot 2

4.3.1 Module A – Mobilisation (Lot 2)

You are required to describe how you will mobilise the Services required within the expected timeframes (i.e. no longer than an 8 week mobilisation period) and provide an indicative mobilisation plan.

You must also identify your relationships with any sub-contractors or consortium partners and any significant risks associated with achieving mobilisation within this timescale.

Your response must address, but is not limited to addressing, the following aspects:

- Containers and bins replacement;
- Site surveys;
- Route planning and scheduling;
- Communication strategy;
- Risk Assessments;
- Method Statements for collections and manual handling;
- Provision of appropriate certification and licences; and
- Waste analysis to determine how non-segregated waste streams can be recycled.

Your response to this module should not exceed two (2) pages in length (A4 size paper, font Arial 12). Visual materials / diagrams to support your response can be provided in addition to this and will not be included in the page count.

Please see overleaf.

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4.3.2 Module B - People Management (Lot 2)

You are required to provide full details of how you would effectively manage the staff allocated to delivering the Services (as described in the Specification at Volume 2 to this ITS).

In particular, you are required to explain how you would deal with the following matters (which are not exhaustive):

- Training: To ensure your staff have correct licences and training to undertake the work;
- The regime you would employ to ensure that licences and certification are maintained;
- Complaints/behaviour: The process you would have to deal with customer complaints and the methods you would employ to manage staff behaviour;
- Communications: The format you would use to provide effective communication with TfL and regular reviews to address incidents and concerns;
- Your communications to staff to ensure updates and compliance (covering site information, site contacts and HSE information); and
- Vetting processes of staff.

You must also:

- Provide details of your process to ensure staff allocation is in compliance with the Working Time Directive and Drivers Hours Regulations; and
- Provide details of your process for the management of agency staff in accordance with the Working Time Directive and Agency Workers Directive.

Your response to this module should not exceed four (4) pages in length (A4 size paper, font Arial 12). Visual materials / diagrams to support your response can be provided in addition to this and will not be included in the page count.

Please see overleaf.

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4.3.3 Module C - Reporting (Lot 2)

The reporting aspect of these Services is a vital element and you are required to demonstrate how you would provide the reporting requirements as outlined in the Specification provided at Volume 2 to this ITS.

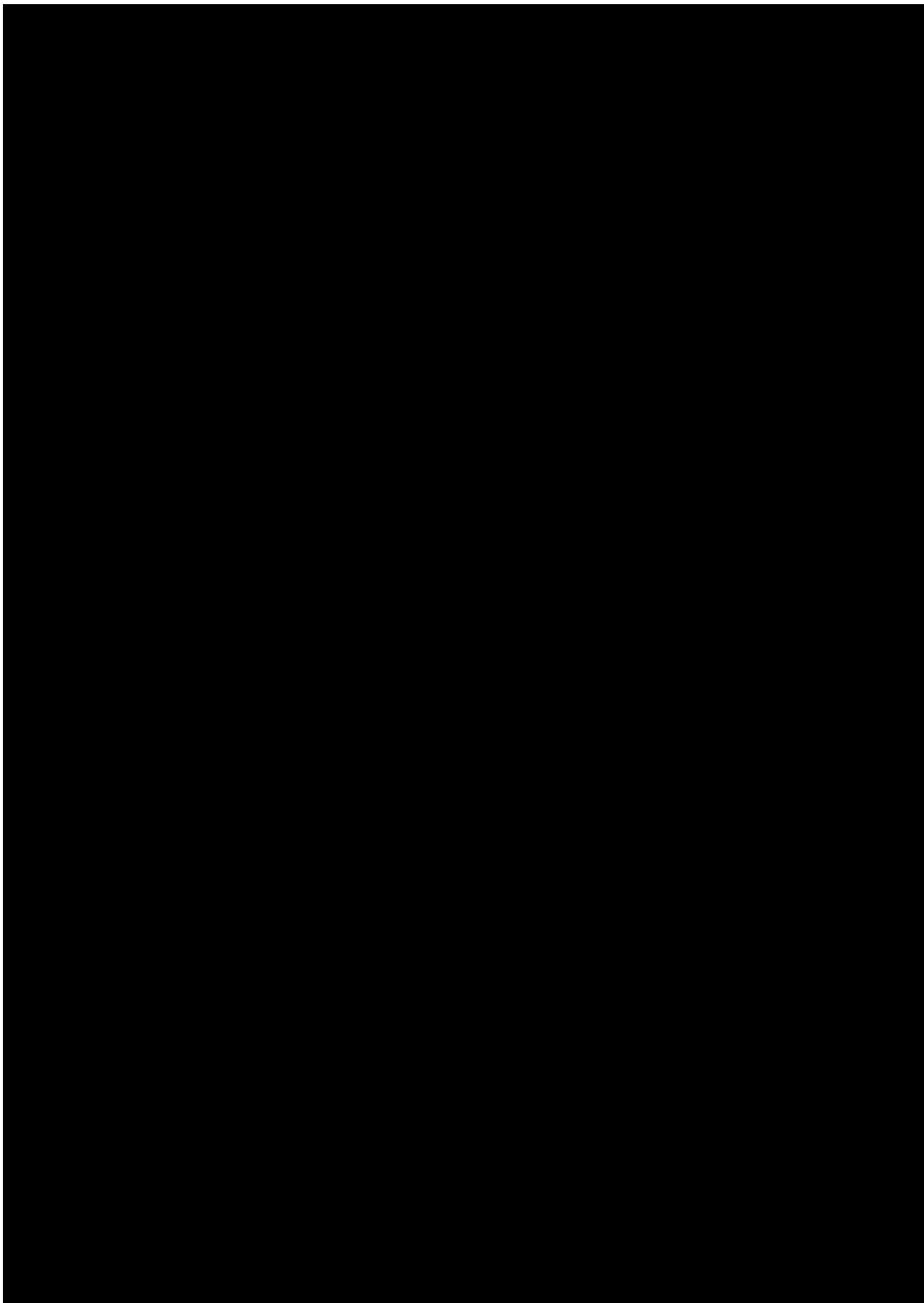
Your answer must include, but is not limited to addressing, how you would deliver the items listed below;

- Meeting the application and certification process for invoicing;
- Ensuring reporting regimes are upheld four weekly (i.e. 13 reports per annum);
- Reporting on recycling/recovery rates at least 4 weekly in a format agreed;
- Daily reporting on job acknowledgement/completion;
- Clear billing statistics in a format to support TfL reporting;
- Weekly reporting on services provided including volumes and weights by location;
- How you will report recycling rates for material collected as single recycling streams or co- mingled recycling streams and how will you determine and report recycling rates for material collected as general waste;
- How management reports would be presented / reported to TfL (ensuring this is in a useable format, but also sufficiently detailed to support more in-depth analysis);
- Supporting TfL with ad-hoc requests for access to data required at short notice; and
- What provision do you have for gathering data reports from 3rd party suppliers and how will these be made available for TfL within the deadlines set out in the Specification at Volume 2 to this ITS.

If you are unable or unwilling to provide any of the data and reporting requirements within the Specification you must provide an explanation as to why. Please note any failure to meet these requirements may negatively impact the score you achieve for this module.

Your response to this module should not exceed three (3) pages in length (A4 size paper, font Arial 12). Visual materials / diagrams to support your response can be provided in addition to this and will not be included in the word count.

Please see overleaf.



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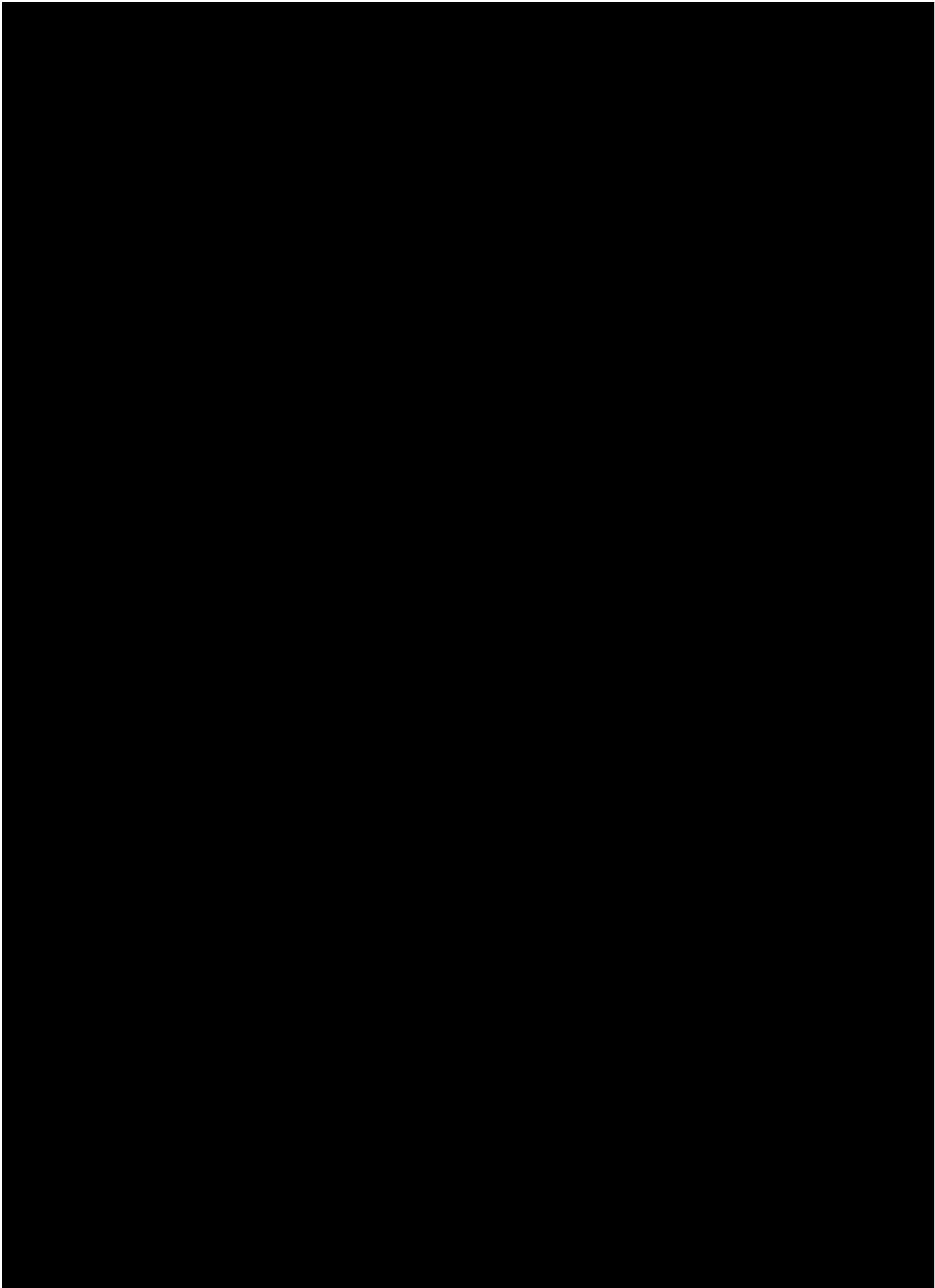
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4.3.4 Module D – Environmental

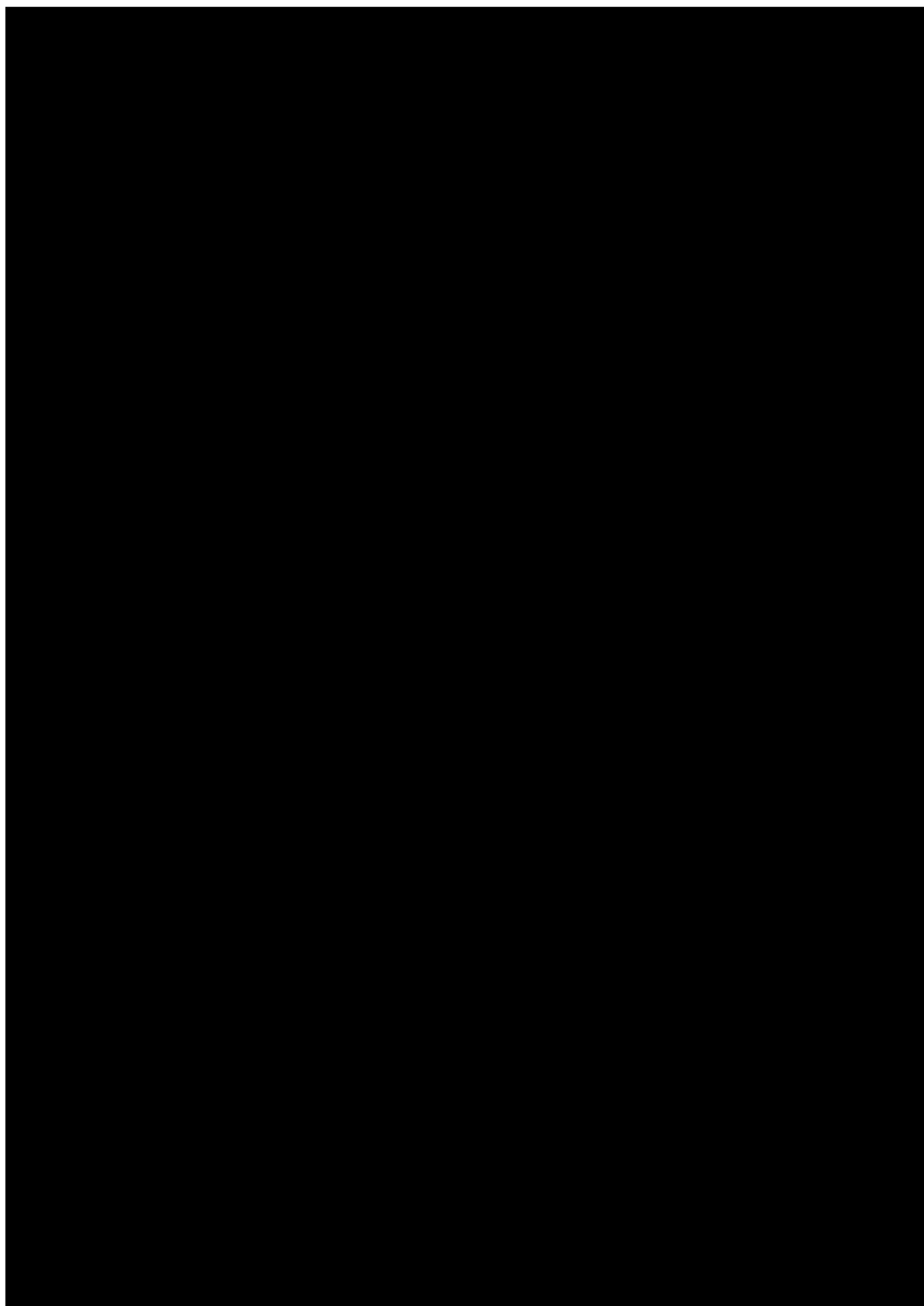
This module is split into two parts. Module D1 will be scored with weighting and Module D2 will be scored on a pass/fail basis.

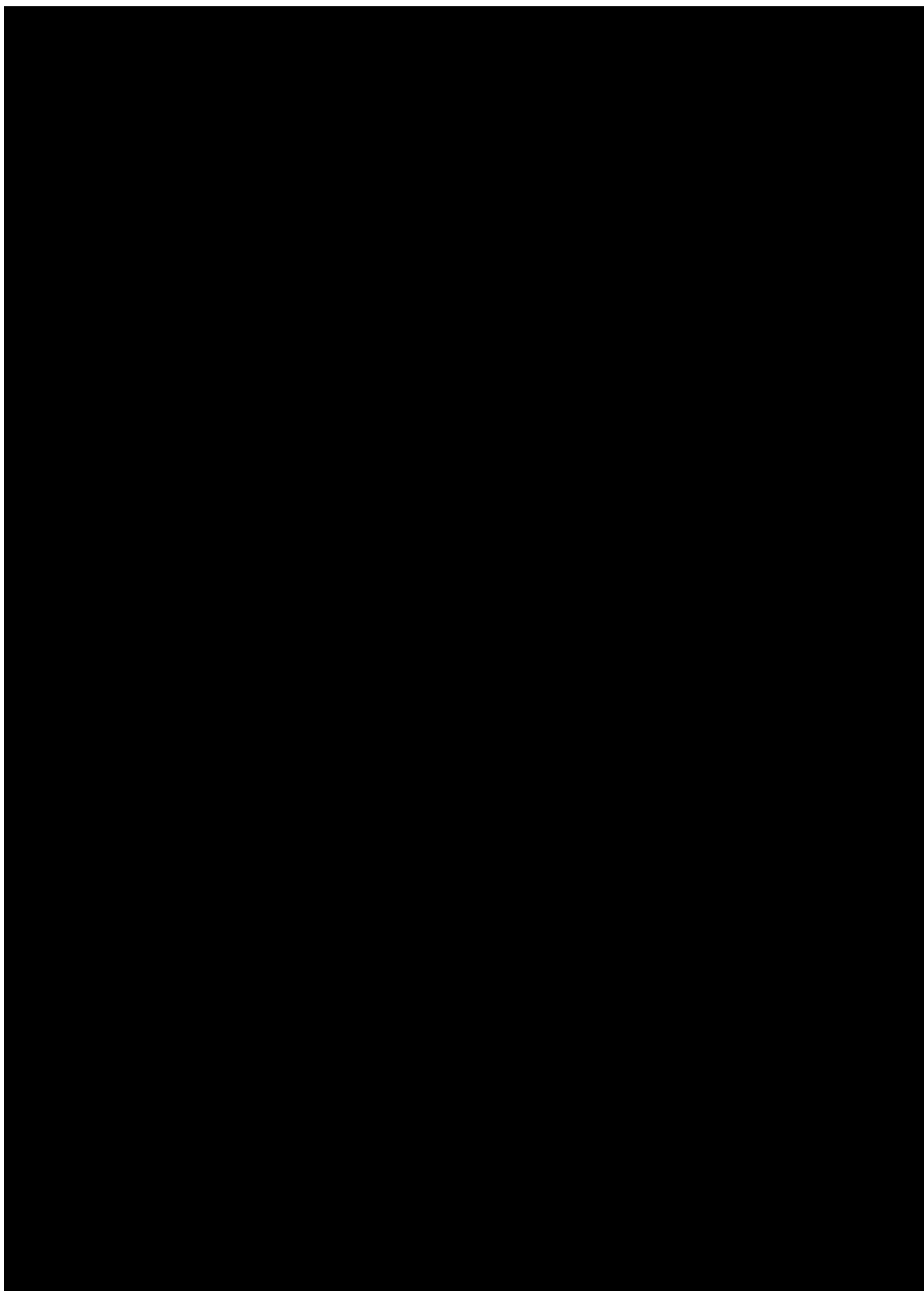
4.3.4.1 Module D1 – Meeting Mayoral Targets (Lot 2)

In no more than 2 sides of A4 paper (font Arial 12):

Explain how you will deliver a waste services contract that will facilitate TfL meeting the Mayor's target of 65% municipal waste reused or recycled by 2030. Examples from previous contracts would be beneficial.

Please see overleaf.





4.3.4.2 Module D2 – Environmental Policy (Lot 2)

In no more than 4 sides of A4 paper (font Arial 12):

Provide a copy of your corporate environmental policy statement.

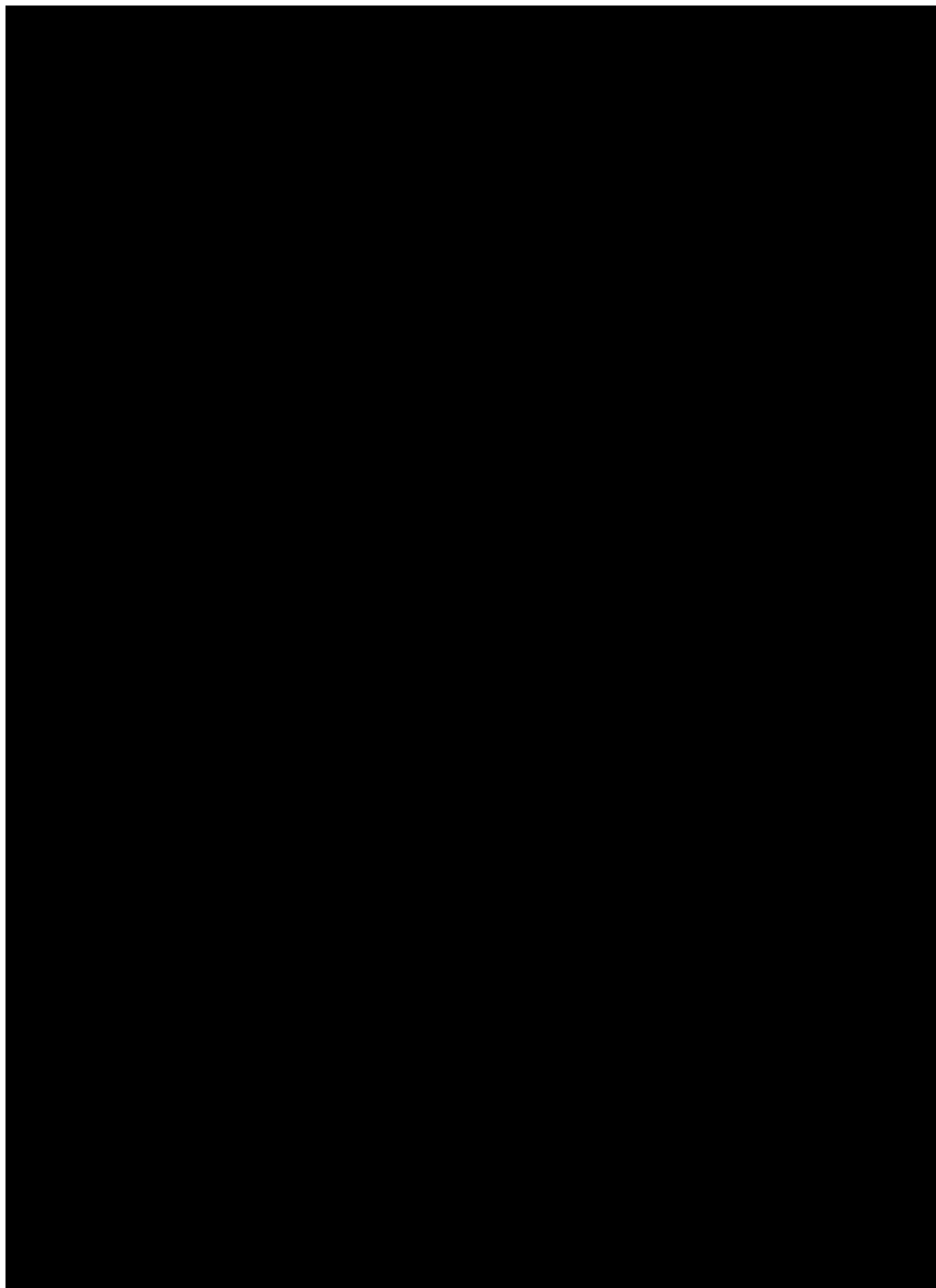
With reference to this Contract, describe how your corporate environmental policy will influence your approach to environment management including, but not limited to:

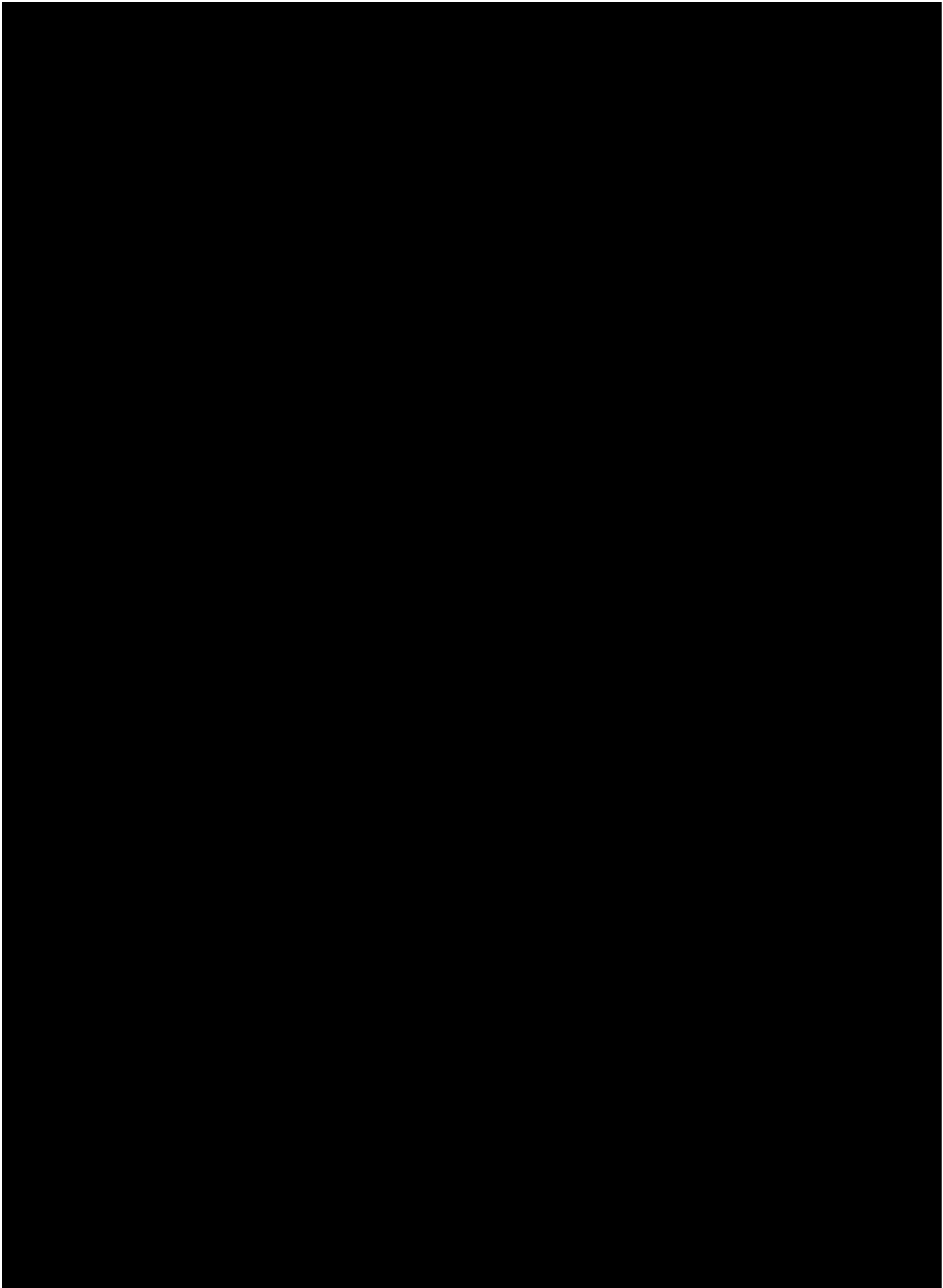
- (a) How environmental management issues and impacts are an important consideration and how this is supported by organisational arrangements;
- (b) How you maintain an appropriate level of environmental competence in your staff and contractors throughout your organisation and value chain;
- (c) How you will set objectives and targets to manage the significant environmental aspects, including managing those significant aspects in your value chain; and
- (d) How you monitor, audit, review and report compliance with your legal obligations, procedural requirements to achieve continual improvement.

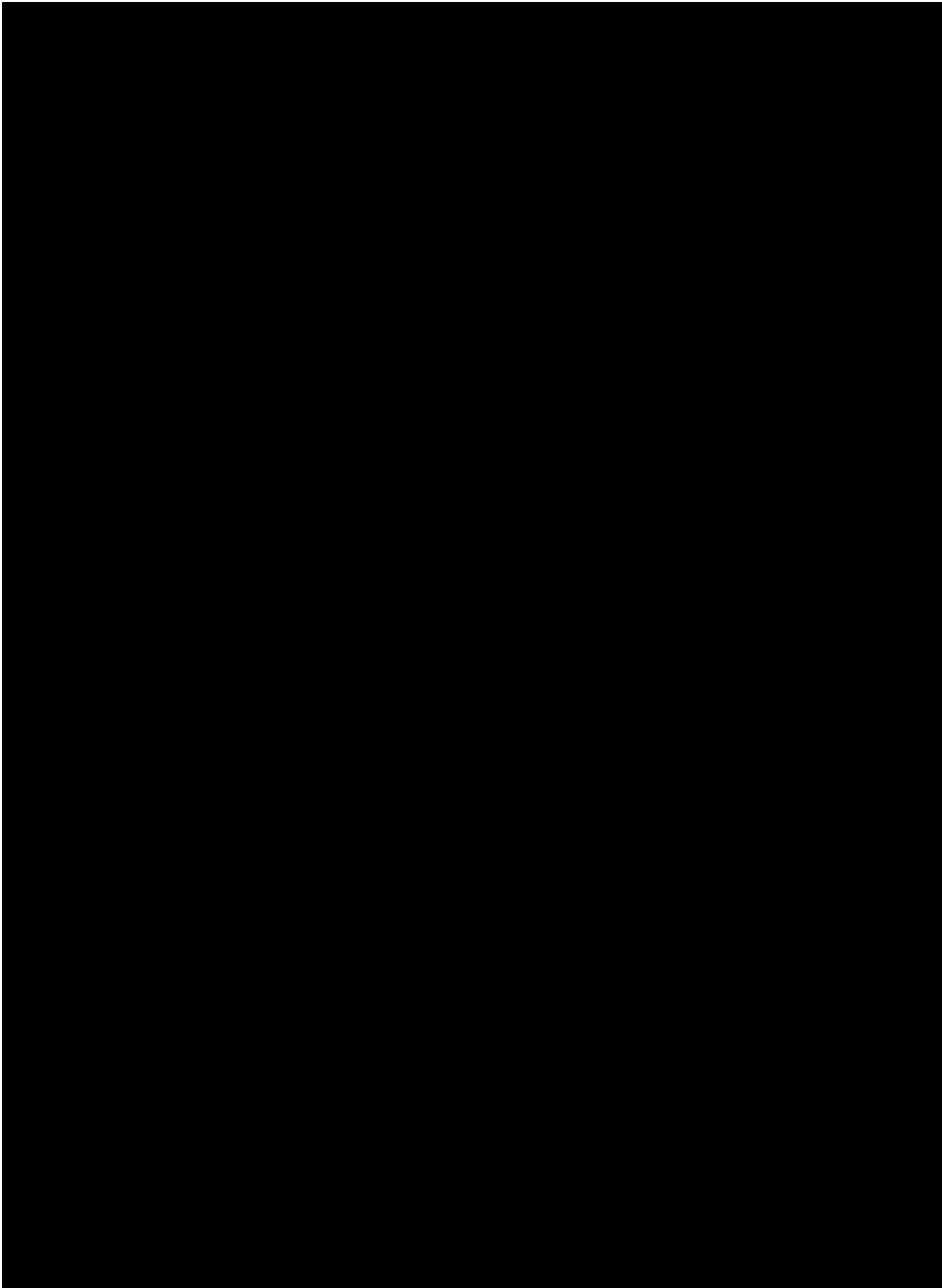
You may use up to two examples from previous contracts to provide evidence of effective environmental management.

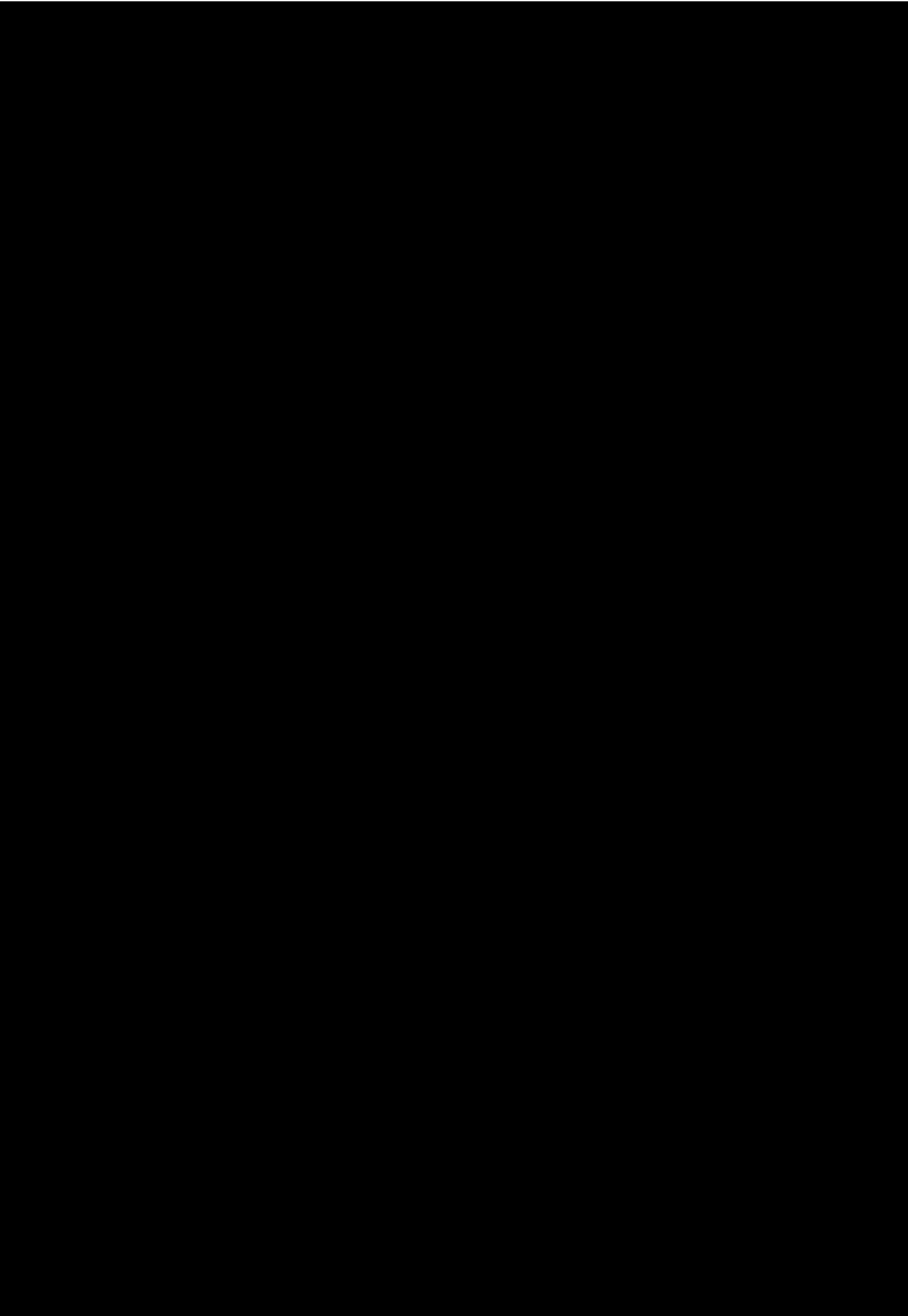
Provide example CVs of staff you will use for the management and control of NNIS on this project. CVs, tables, diagrams, graphs and photos will not be included in the page count.

Please see overleaf.









4.3.5 Module E - Event Management and Routing (Lot 2)

You are required to demonstrate the processes and methods you would employ to undertake suitable routing allocation to meet the Service requirements as per the Specification provided at Volume 2 to this ITS.

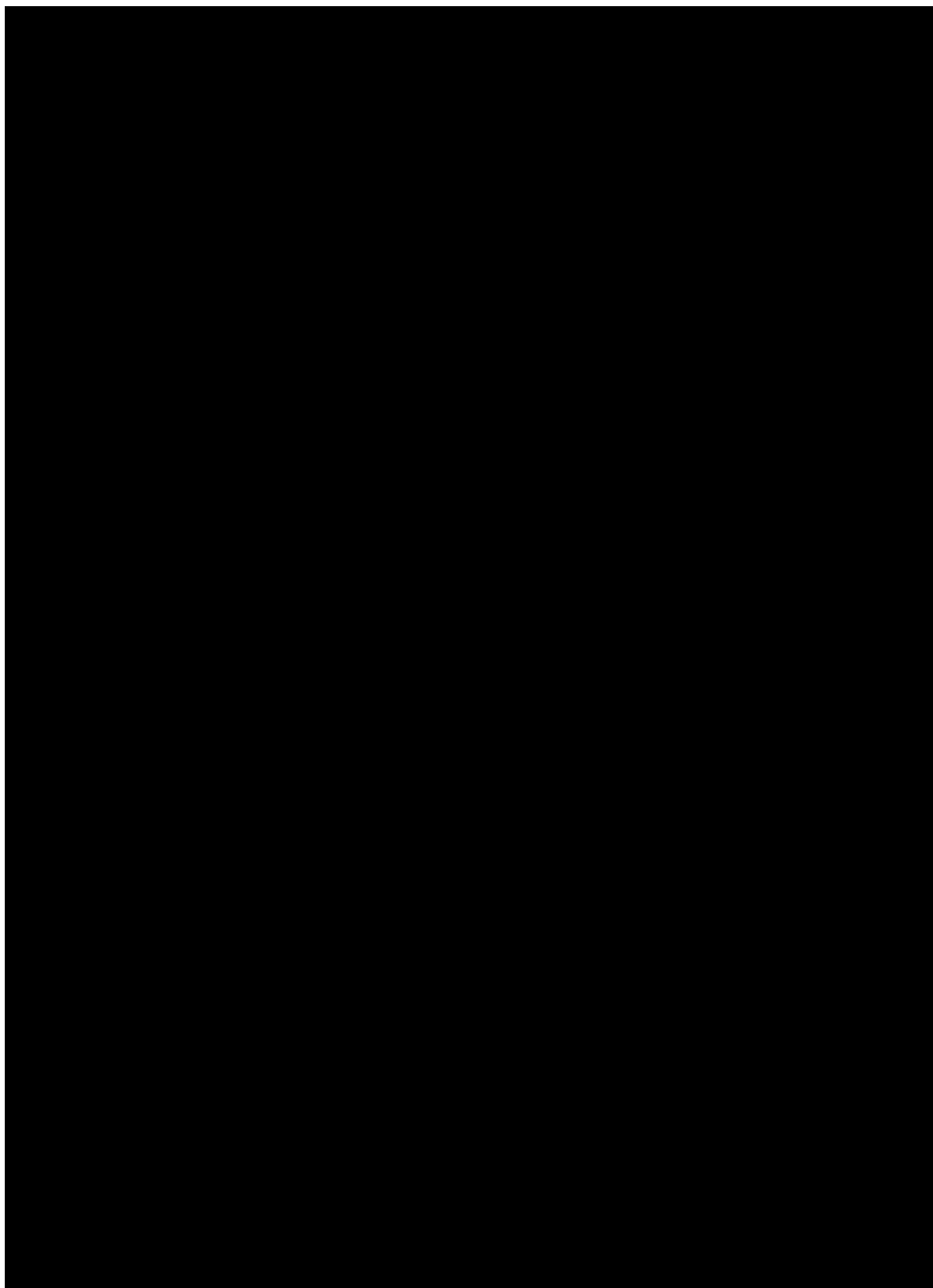
Your response should demonstrate the methods you use to provide the most economic and efficient system of working. This should reflect suitable flexibility to take account of planned and ad-hoc events and other situations arising, particularly those of short notice.

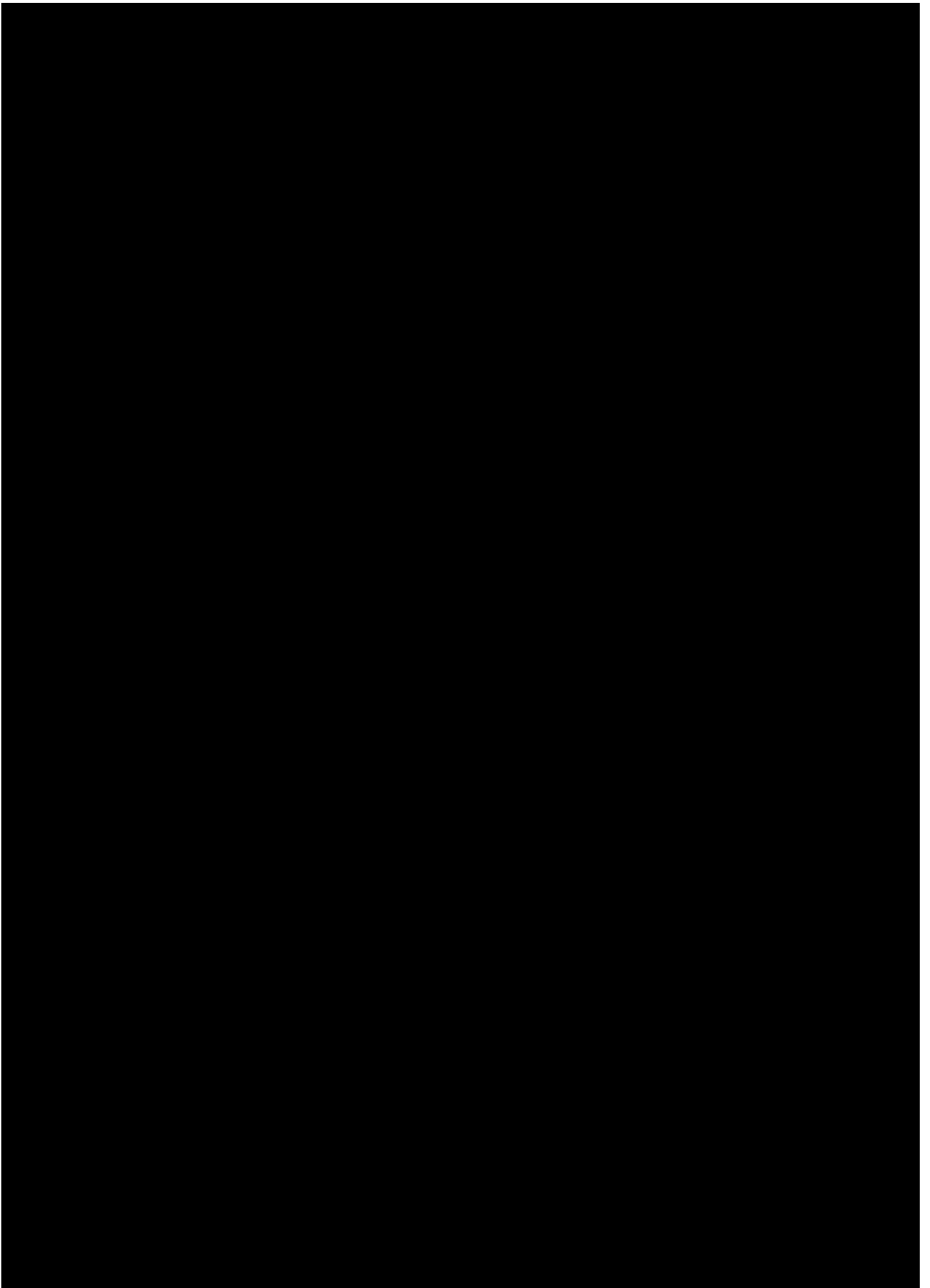
In addition, you must explain how you would communicate changes to routes and how you mitigate risks associated with road closures and other major events including but not limited to:

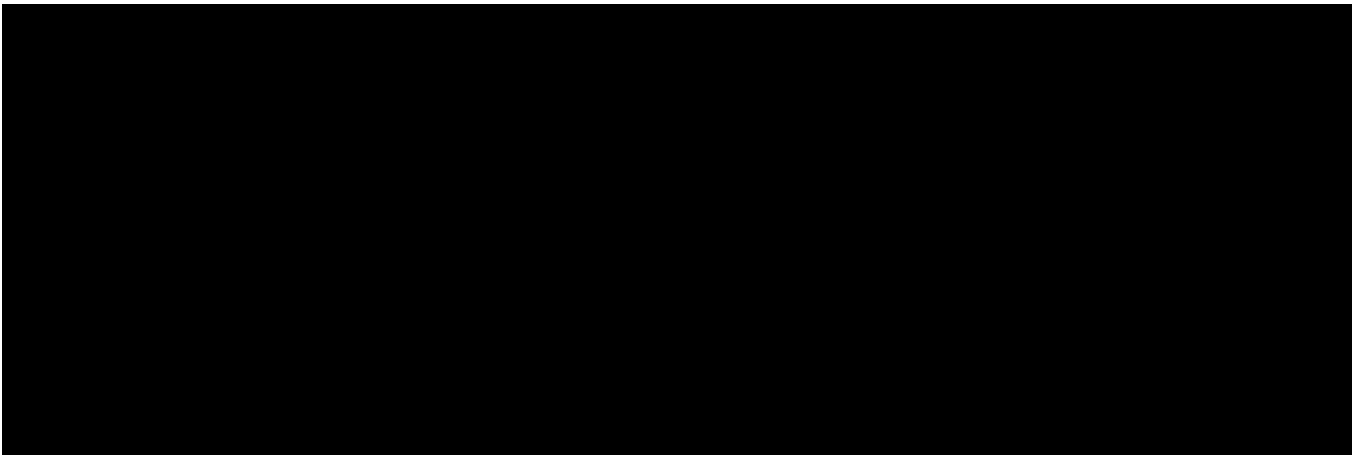
- The use of technology;
- Management of drivers; and
- The use of vehicles and equipment.

Your response to this module should not exceed three (3) pages in length (A4 size paper, font Arial 12). Visual materials / diagrams to support your response can be provided in addition to this and will not be included in the page count.

Please see overleaf.







4.3.6 Module F – Health & Safety

This module is split into four parts:

4.3.6.1 Module F1 - Safe working and compliance (Lot 2)

You are required to describe the Health and Safety (H&S) monitoring arrangements (e.g. H&S audits, supervision and inspections) that you would employ for the Services and demonstrate how you will monitor H&S compliance.

Please explain how you would undertake the Services in a safe and effective manner having due regard to the Specification and industry standards of safe working with reference to;

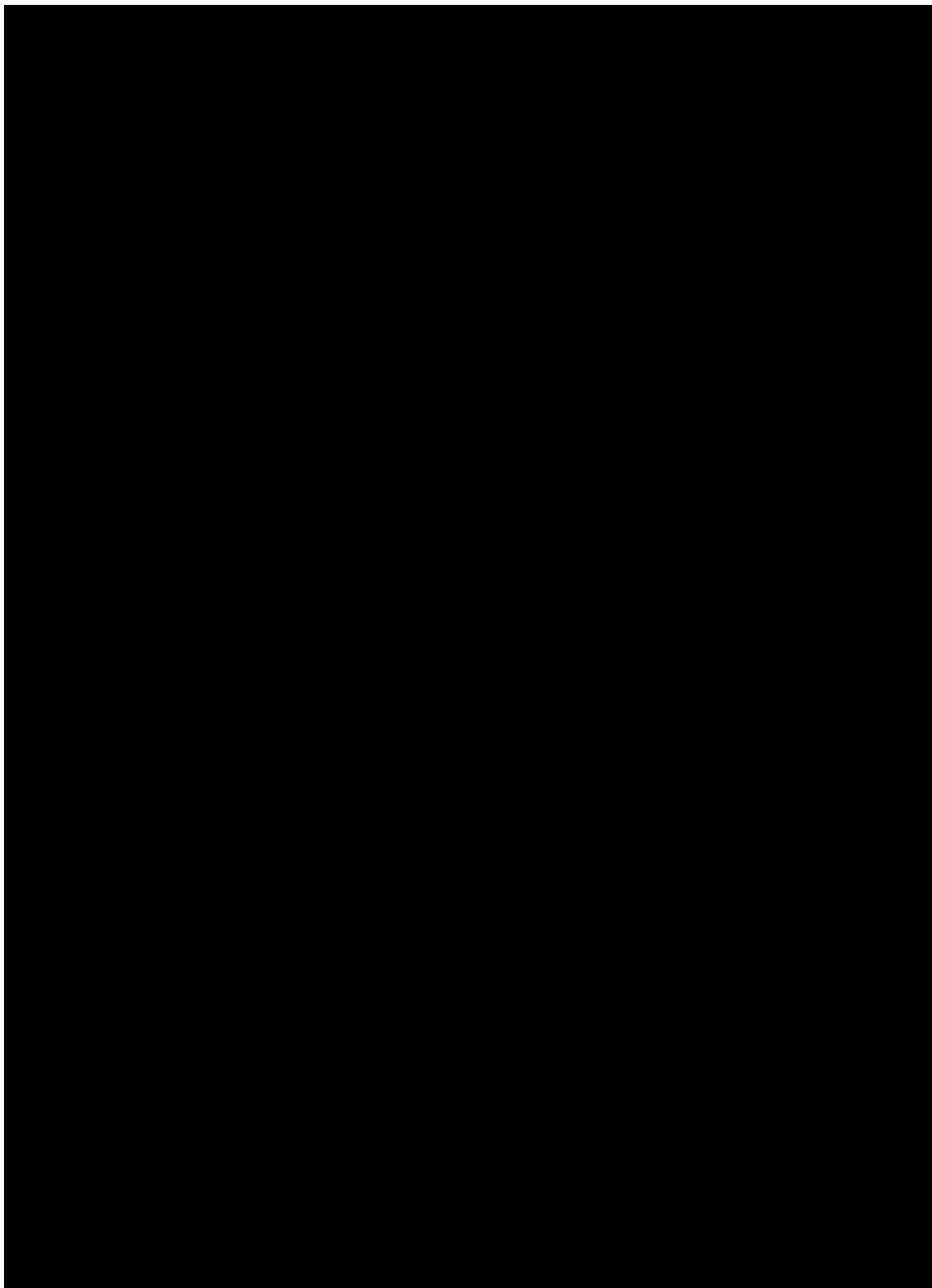
- Compliance with risk assessments and method statements;
- Defect reporting and raising incident reports and near misses;
- Management of incidents and accidents and your process for dealing with these; and
- Compliance with Freight Operator Recognition Scheme (FORS) requirements in terms of driver assessment and approvals.

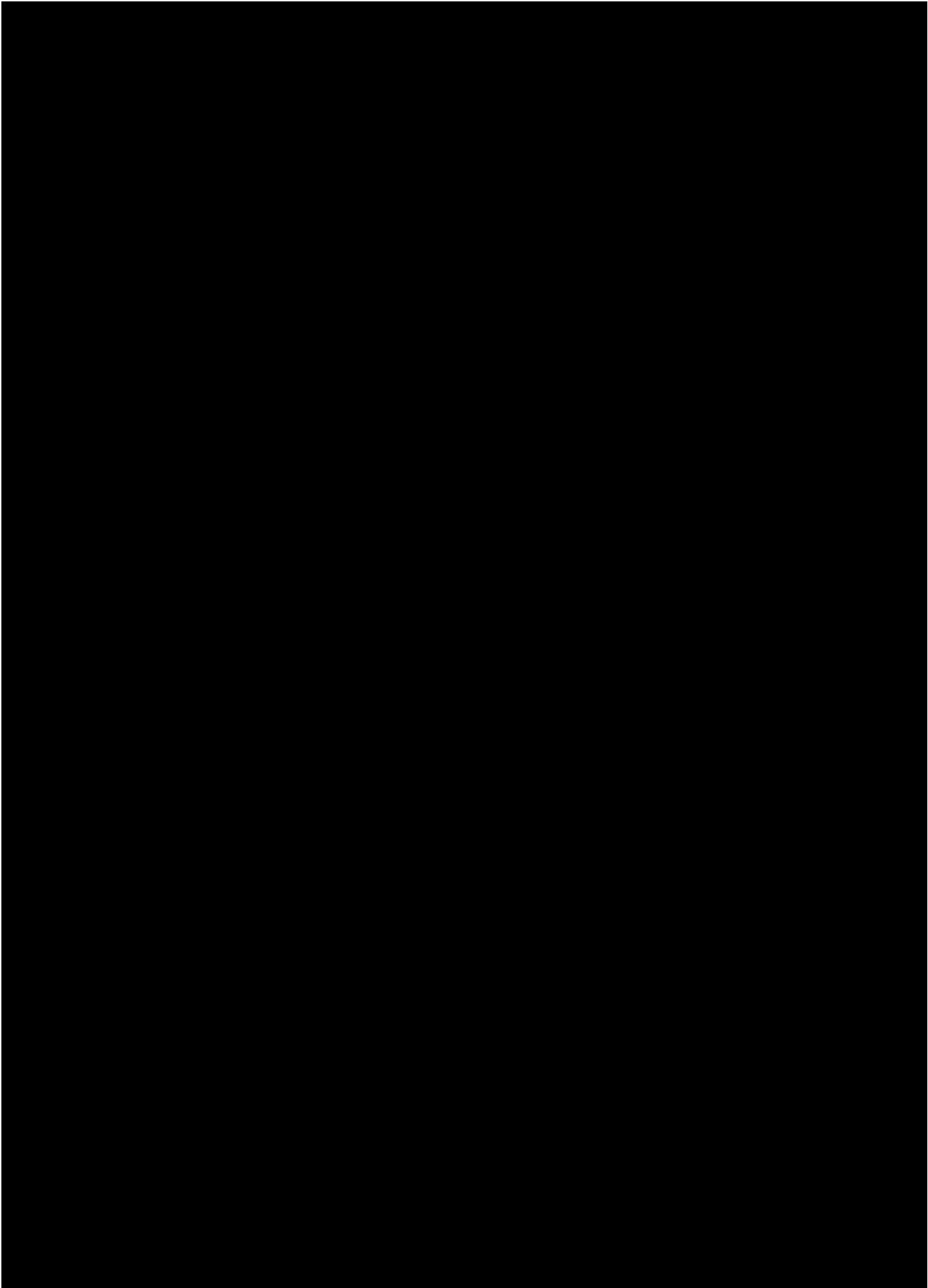
You are also required to submit documents outlining your policies on the following:

- Driver medical standards;
- Vehicle maintenance;
- Driver working hours;
- Waste Duty of Care documents including Waste Carriers Licence; and
- Dealing with environmental incidents such as chemical and oil spills and your process for ensuring the risk of these is reduced.

Your response to this module should not exceed four (4) pages in length (A4 size paper, font Arial 12). Visual materials / diagrams to support your response can be provided in addition to this and will not be included in the page count.

Please see overleaf.





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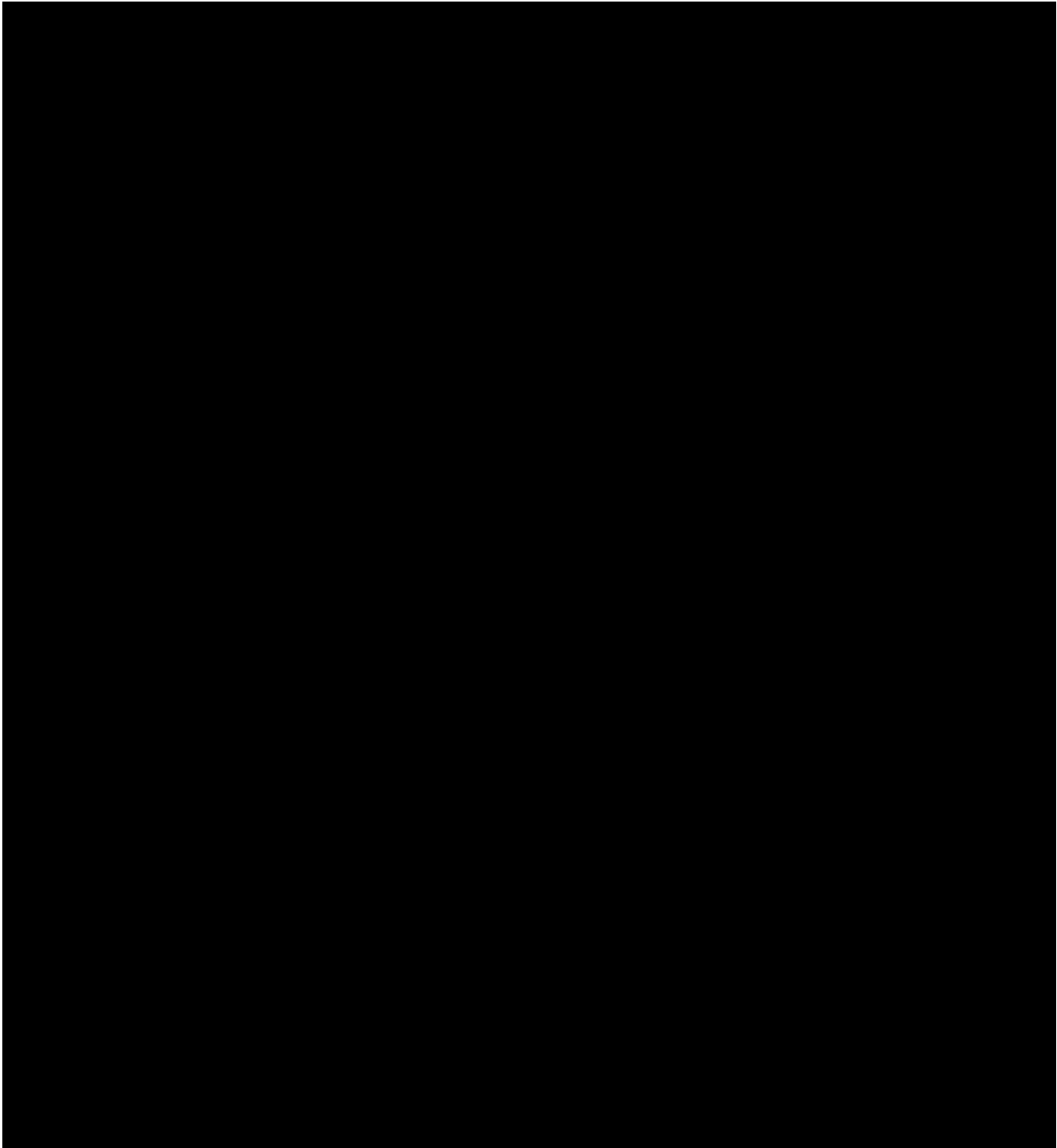
4.3.6.2 Module F2 – H&S Personnel (Lot 2)

You must provide the name, qualifications and experience of the H&S personnel who will be allocated to this Contract.

You must also specify what % of their working week will be allocated to this Contract.

Your response to this module should not exceed two (2) pages in length (A4 size paper, font Arial 12). Visual materials / diagrams to support your response can be provided in addition to this and will not be included in the page count.

Please see overleaf.



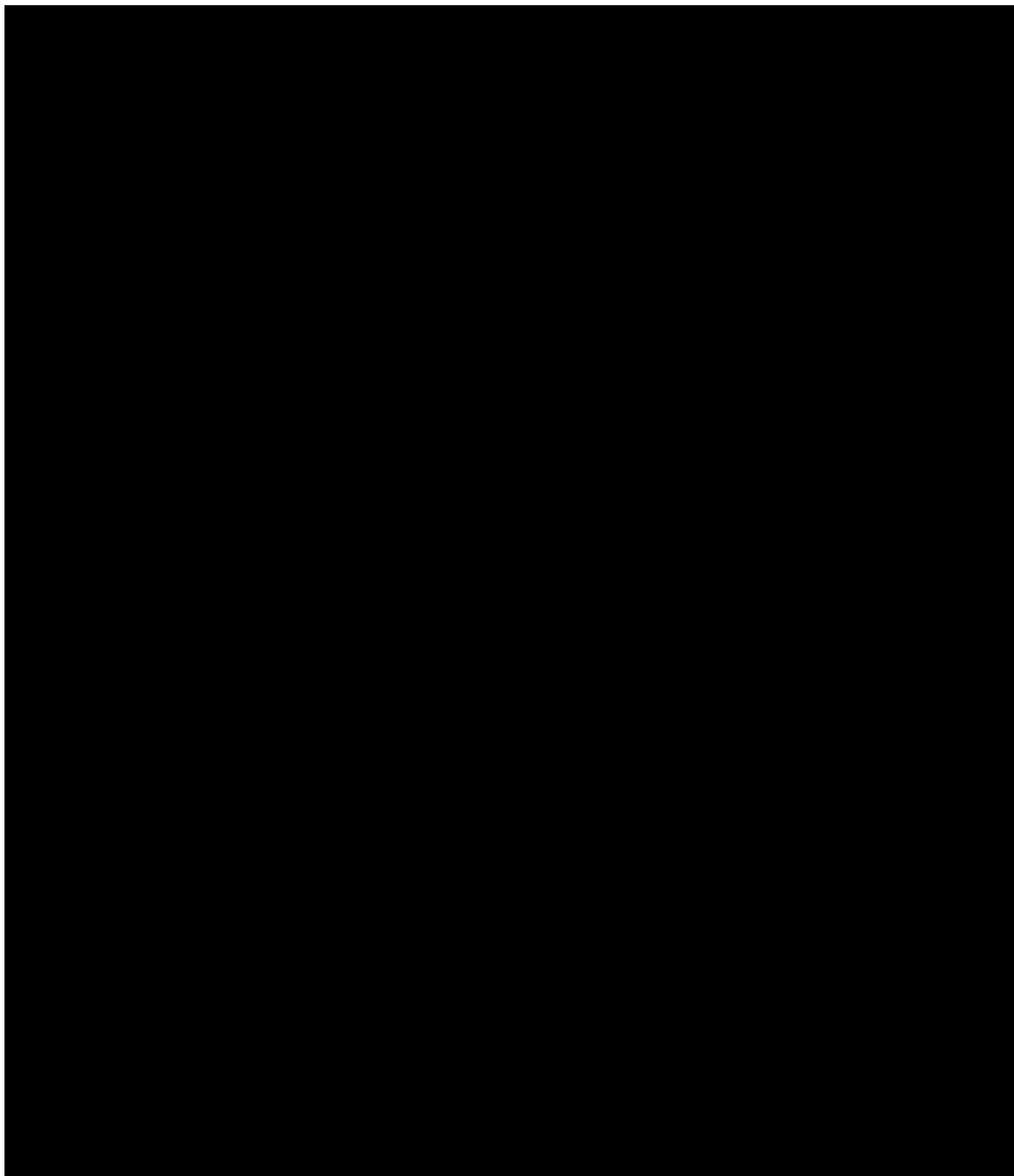
4.3.6.3 Module F3 – H&S Risks (Lot 2)

You must identify what you perceive as the top 5 H&S hazards and associated risks for delivering these Services. For each risk, describe how you will

- Control the risks;
- Communicate risk assessment to those affected; and
- Ensure controls measures are effectively implemented.

Your response to this module should not exceed three (3) pages in length (A4 size paper, font Arial 12). Visual materials / diagrams to support your response can be provided in addition to this and will not be included in the page count.

Please see overleaf.



4.3.6.1 Module F4 – QUENSH Menu (Lot 2)

IMPORTANT – It is mandatory to provide a response to Module F5, but this will not be evaluated. However, your response will form the basis of any discussions at the negotiation stage in relation to the topic of Health & Safety.

In response to this module you are required to either:

- 5) Explicitly state that you agree to and accept the QUENSH menu as drafted and attached at Appendix M to Volume 2 (Specification) of this ITS; or
- 6) If you do not agree to any aspect/s of the QUENSH menu provided by TfL, then explain what part/s you disagree with and provide your justifications for this.

Please see Appendix M attached.

4.3.7 Module G - Vehicle Management (Lot 2)

You are required to provide details of your vehicle fleet. This should include (but not be limited to) details of:

- vehicle registration;
- capacity;
- usage;
- fuel type;
- age;
- current mileage; and
- vehicle numbers/breakdown in terms of those owned/leased/sub-contracted.

In doing so you should identify the number and type of vehicle you would be proposing to fulfil the Services.

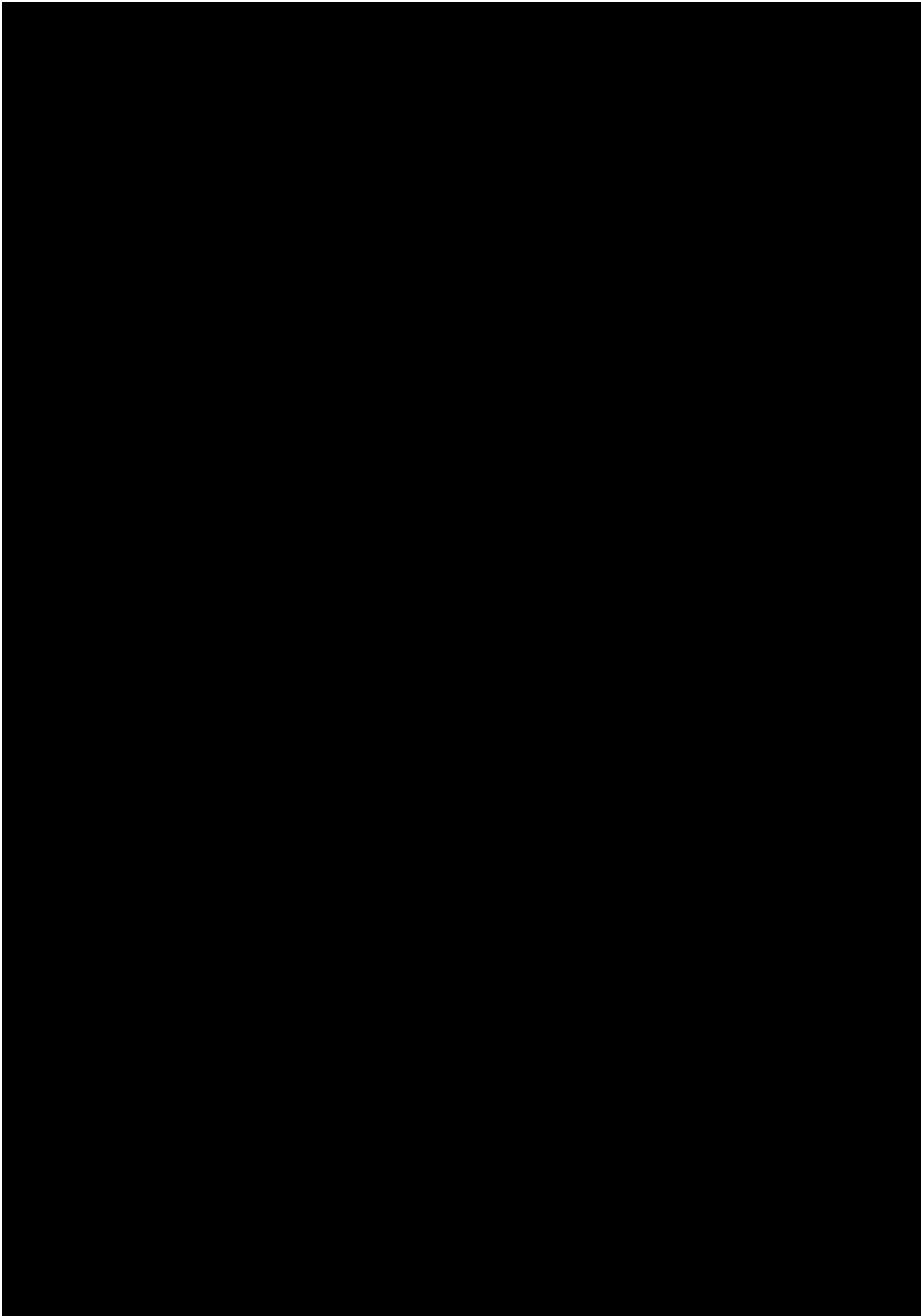
You are required to provide details of your replacement vehicle programme to ensure compliance with current and future requirements of the Mayors Transport Strategy. This should demonstrate:

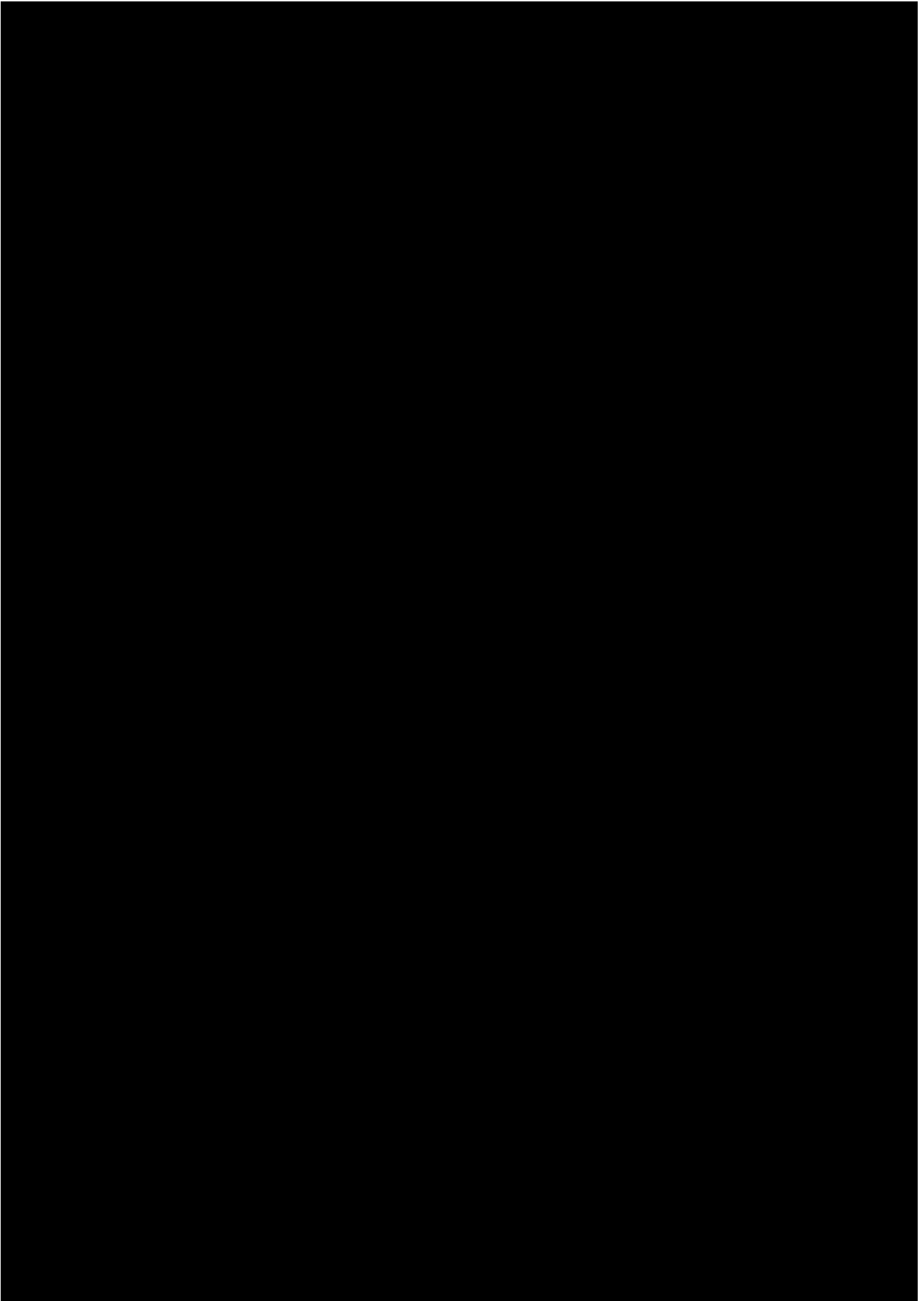
- Details of your replacement programme; and
- Changes in fleet profile and the rationale behind this.

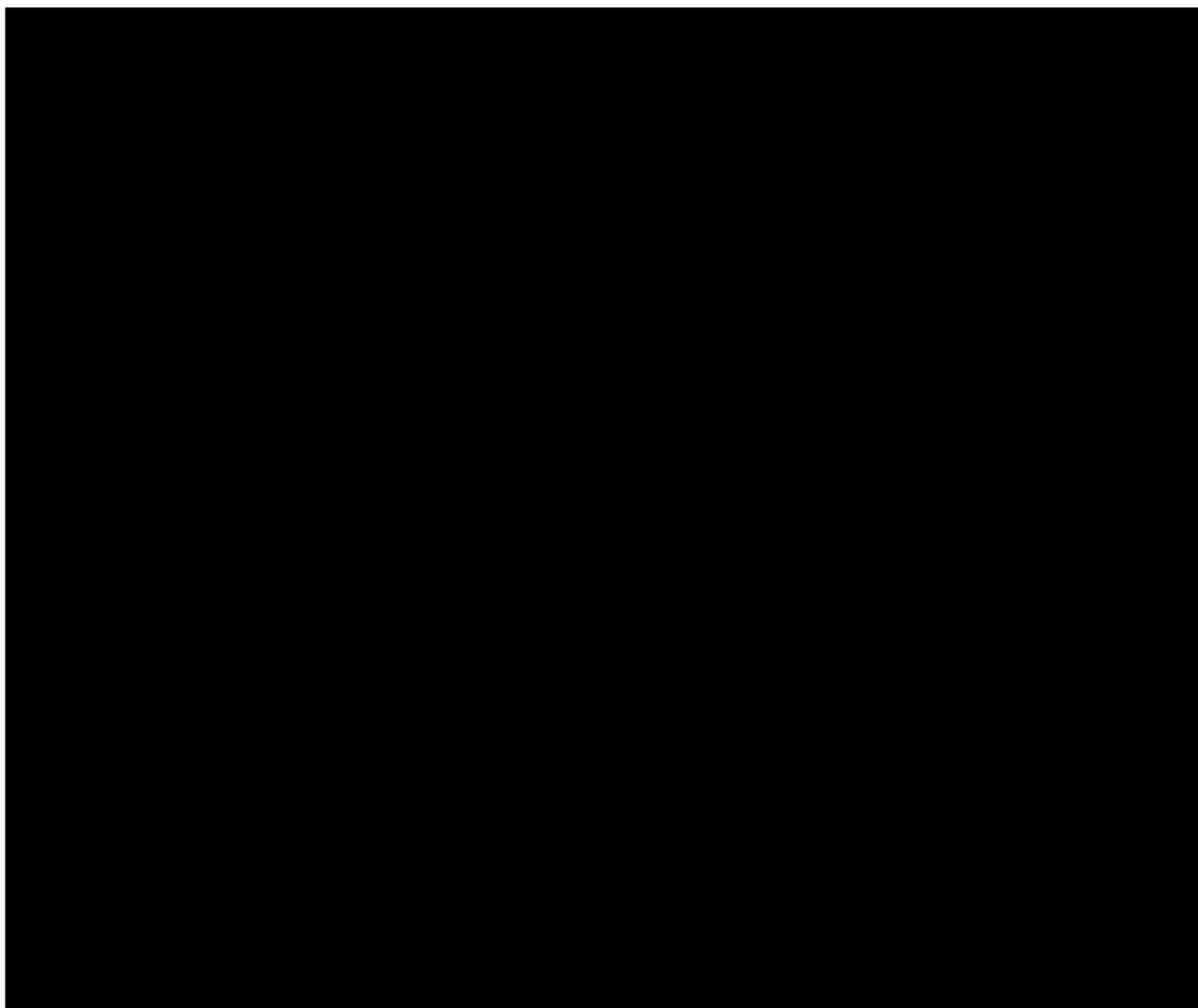
You should demonstrate how you would actively reduce the impact of transportation when undertaking bulk waste movements. You should also provide details of alternative methods and other innovative solutions to support this.

Your response to this module should not exceed three (3) pages) in length (A4 size paper, font Arial 12). Visual materials / diagrams to support your response can be provided in addition to this and will not be included in the page count.

Please see overleaf.







Page limit = 3/3

4.3.8 Module H - Resources and Equipment (Lot 2)

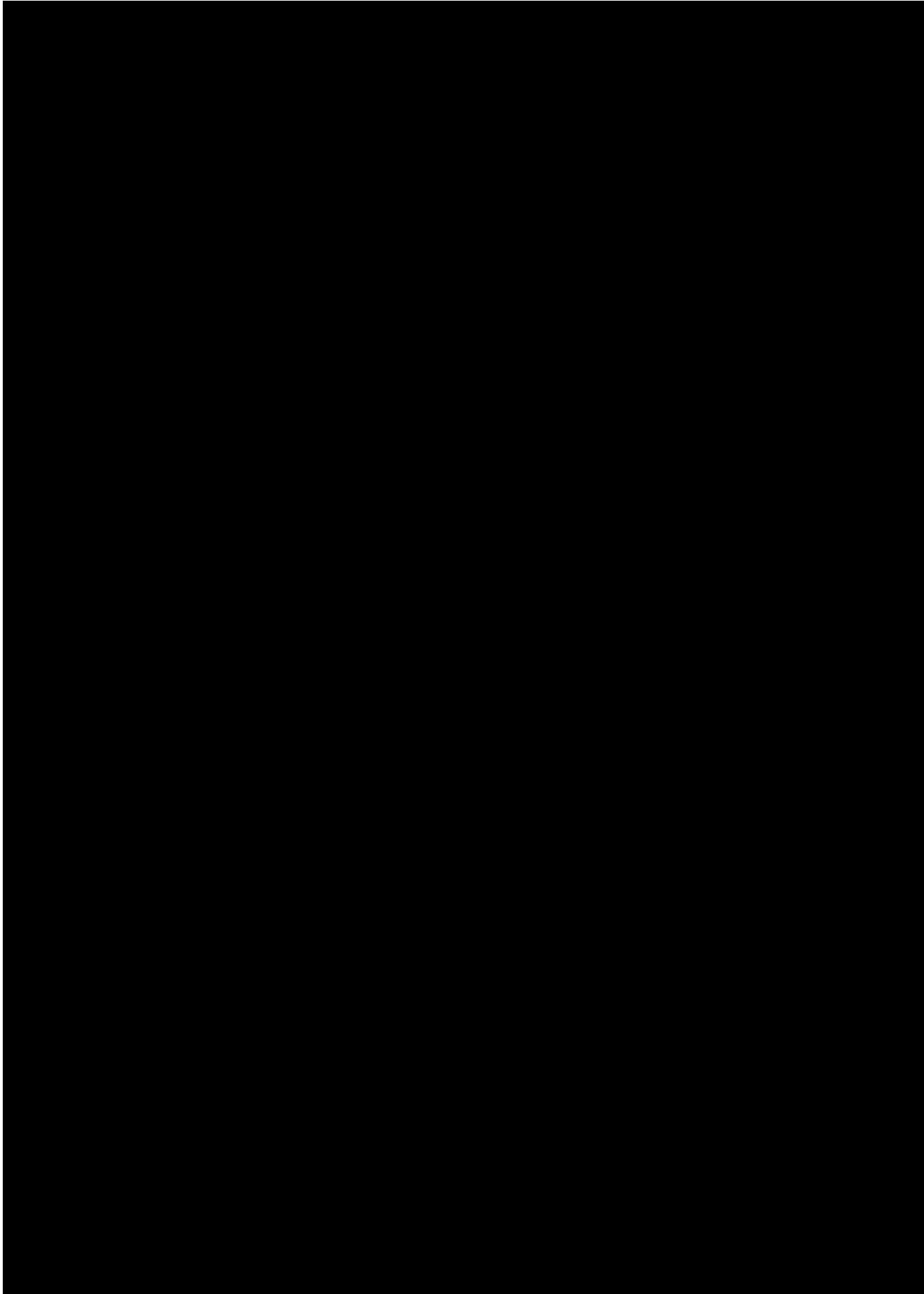
You are required to describe the range and quantity of the containers you propose to use to deliver the Services.

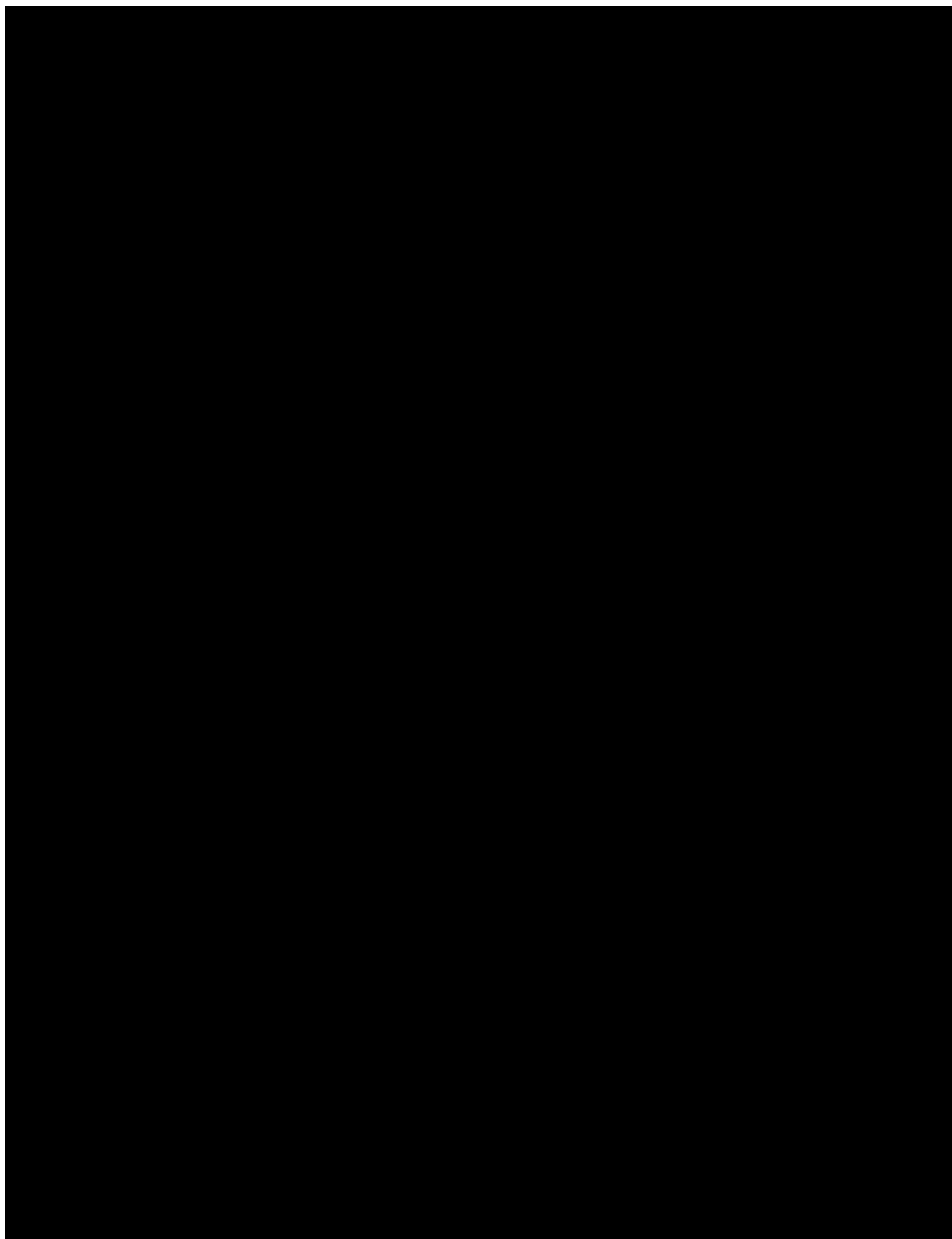
You are required to demonstrate the process you would employ to manage these containers in relation to:

- Appropriateness for use (in accordance with the Specification at Volume 2 to this ITS);
- The replacement and/or repair regime that will be established;
- Audit process to include inspection and monitoring;
- Ensuring mechanical/electrical equipment is maintained in accordance with required servicing schedules;
- Replacement procedure for damaged wheelie bins especially those damaged while staff carry out collections; and
- A suitable plan for a rolling programme of renewals.

Your response to this module should not exceed two (2) pages in length (A4 size paper, font Arial 12). Visual materials / diagrams to support your response can be provided in addition to this and will not be included in the page count.

Please see overleaf.





4.3.9 Module I - Contract Management (lot 2)

You are required to describe your proposed method for undertaking contract management of these Services. This should outline the organisation and governance structure and you should include reference to those persons responsible.

As a minimum your response should reflect how you would effectively manage the following areas (in accordance with the Specification provided at Volume 2 to this ITS):

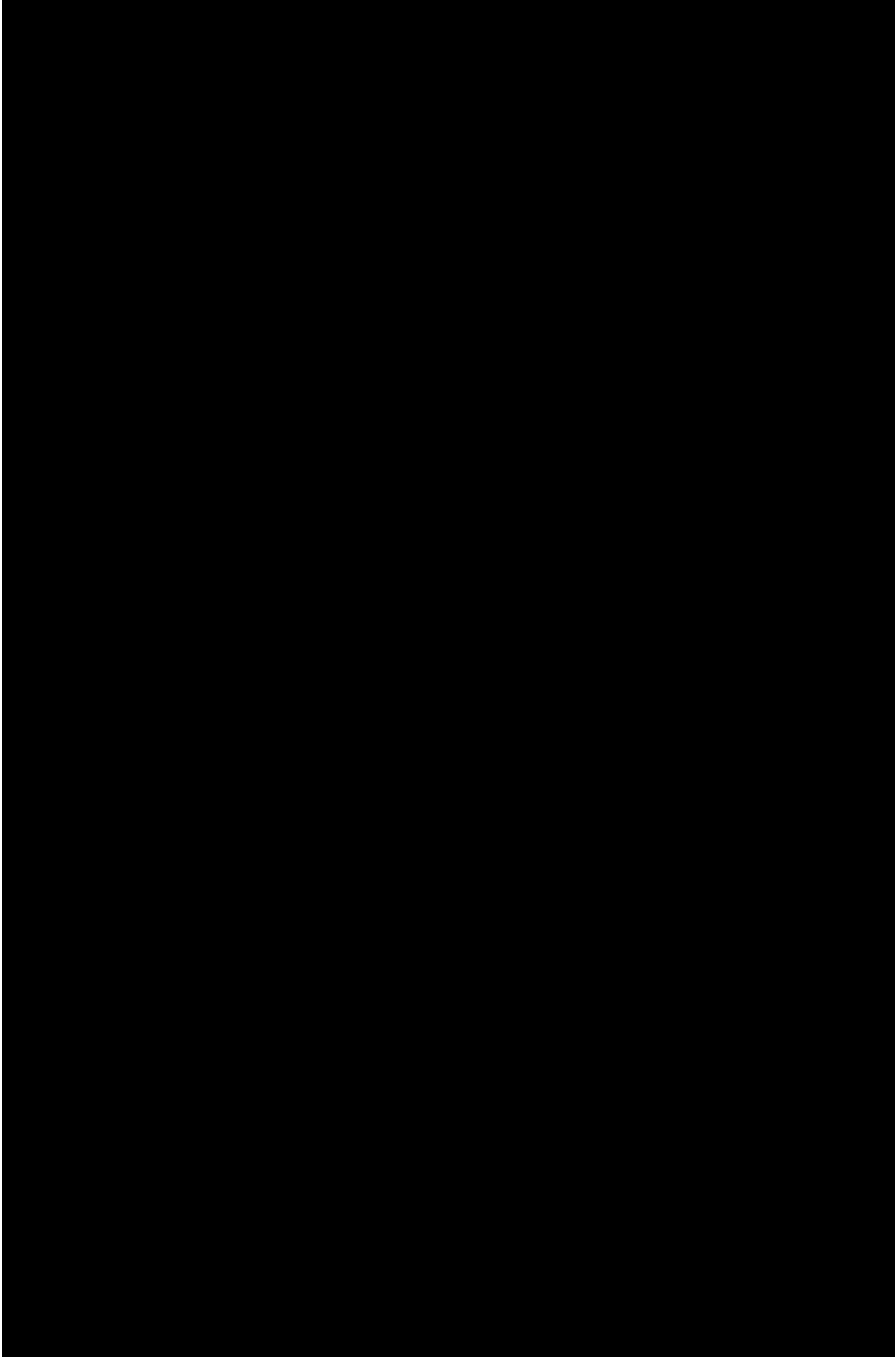
- Managing and reporting on missed and failed collections;
- Process of re-scheduling collections;
- Management of escalation process;
- What practice you would employ to ensure TfL have direct access to any sub-contractors to gain real time updates of service resolution;
- How you will accurately record and report on the volumes and weights of the waste collected with particular reference to shared services and how the different TfL/GLA waste details are differentiated from your other client's; and
- How your sub-contractors (if any) will be

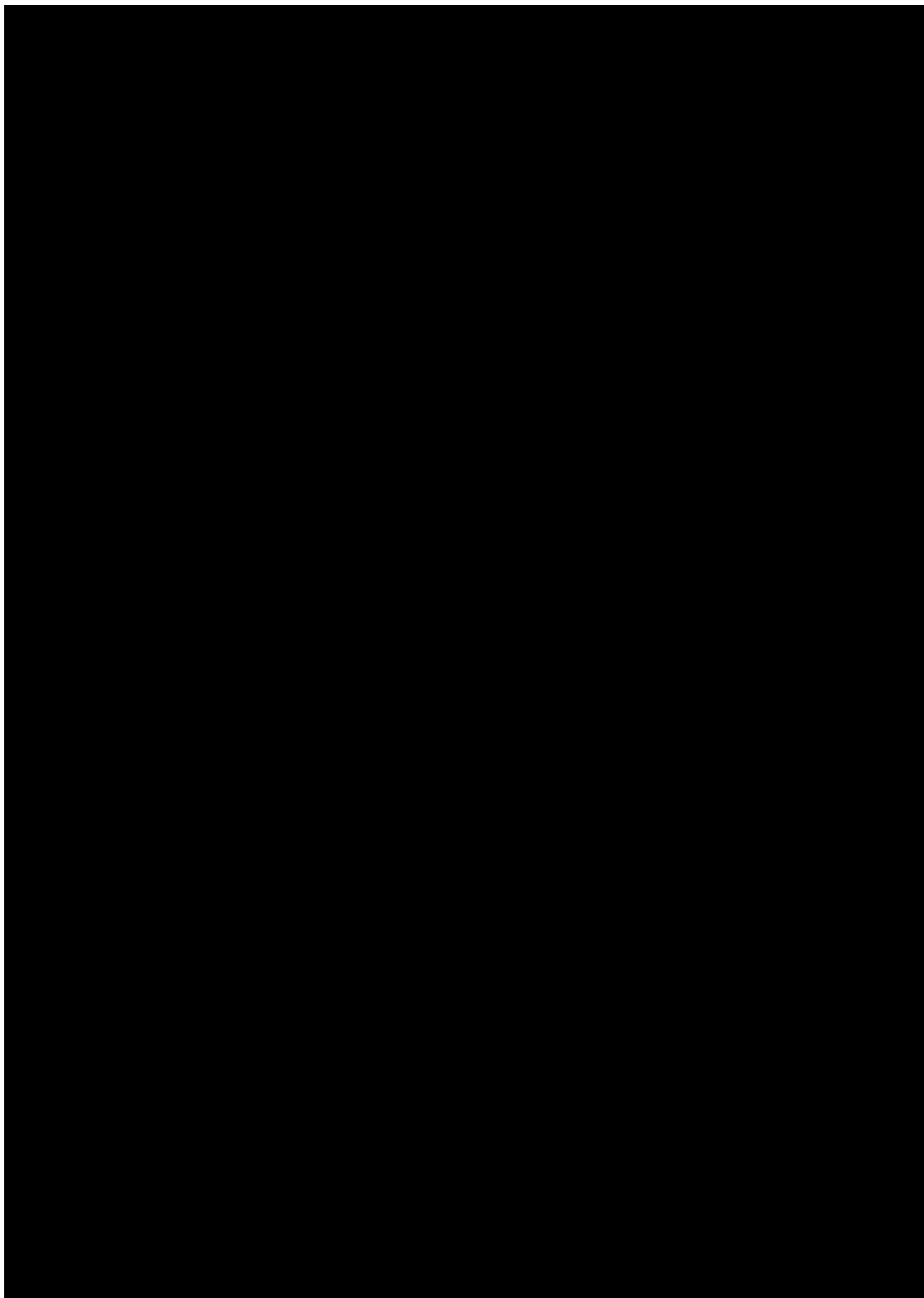
selected. You must also provide:

- A description of how your contract management and operational teams will communicate with each other and with TfL at both a strategic level and an operational level;
- A description of how you will manage escalations and communicate emerging problems and issues. You should articulate how you will communicate these to TfL ensuring TfL will have access and visibility of updates to the above on an ongoing basis.
- A risk register to identify what are perceived as the top five risks at mobilisation and during continuity of service. For each risk you should describe how you will control the risk, communicate the risk assessment to those affected and ensure controls are effectively implemented.
- If relevant, details of how you would manage your sub-contractors to be employed in delivering the Services. In doing so you are required to show how this forms an integral part of your proposal.

Your response to this module should not exceed six (6) pages in length (A4 size paper, font Arial 12). Visual materials / diagrams to support your response can be provided in addition to this. Tables, diagrams, graphs and photos will not be included in the page count.

Please see overleaf.





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[REDACTED]

[REDACTED]
[REDACTED]

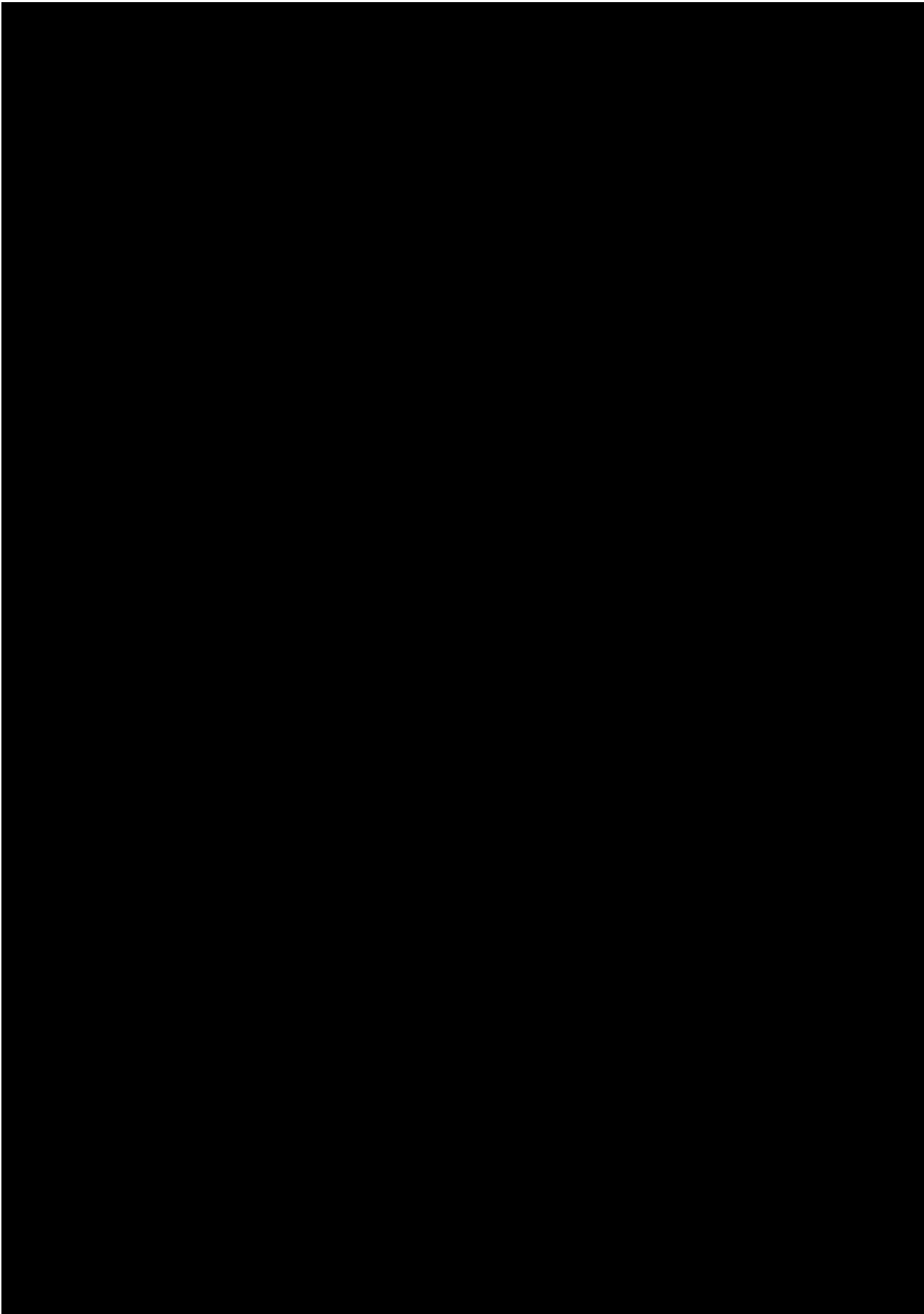
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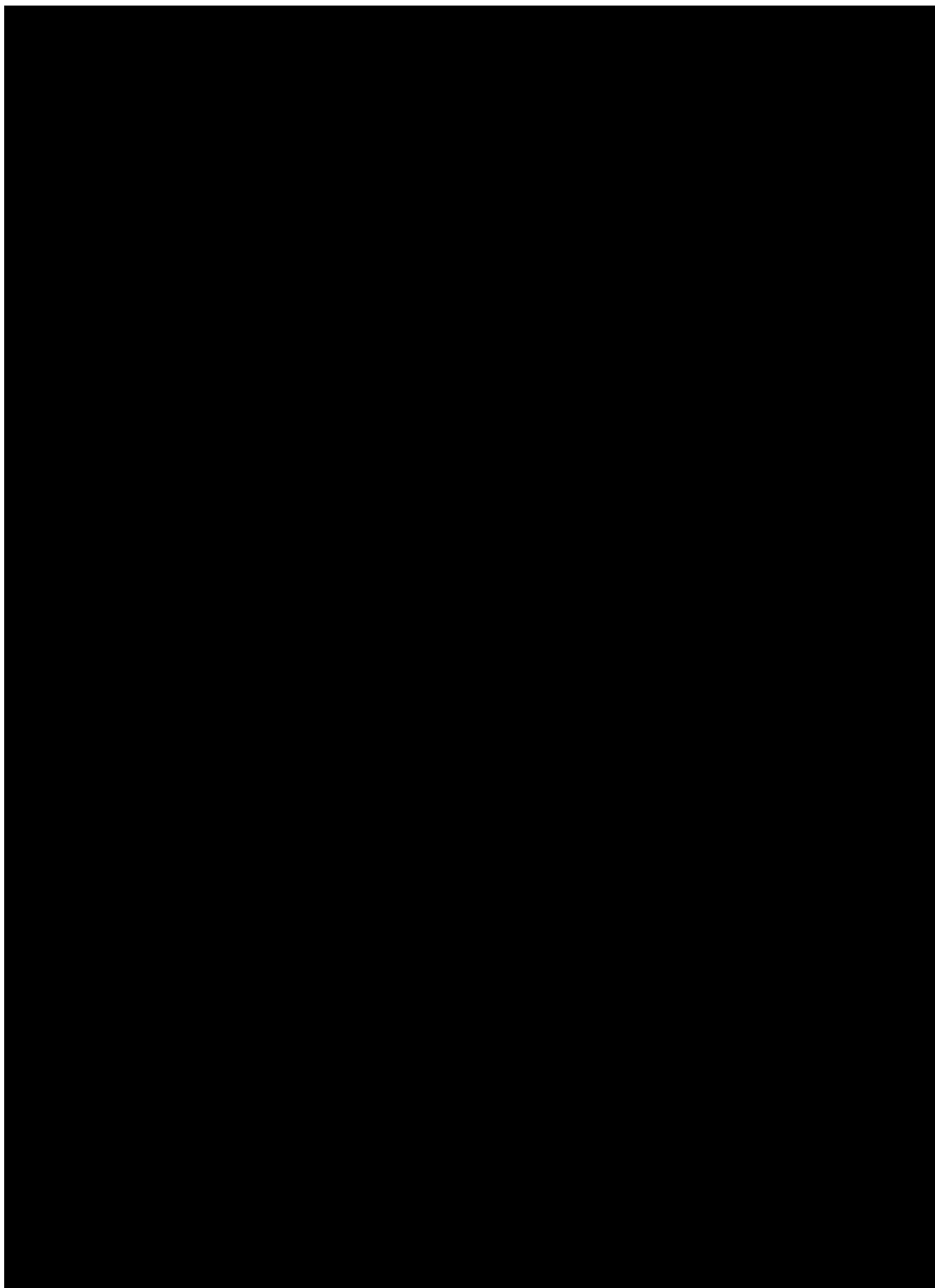
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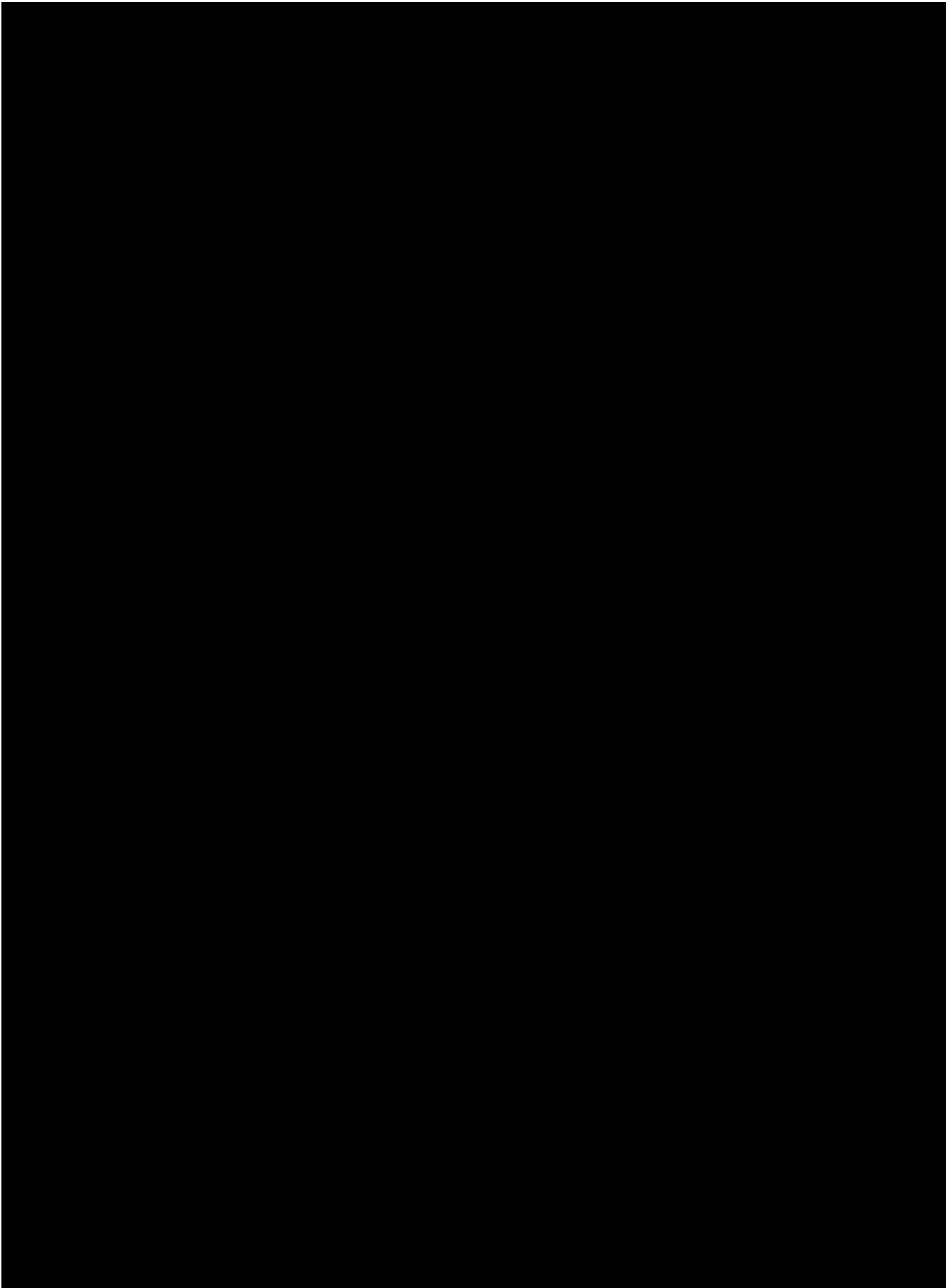
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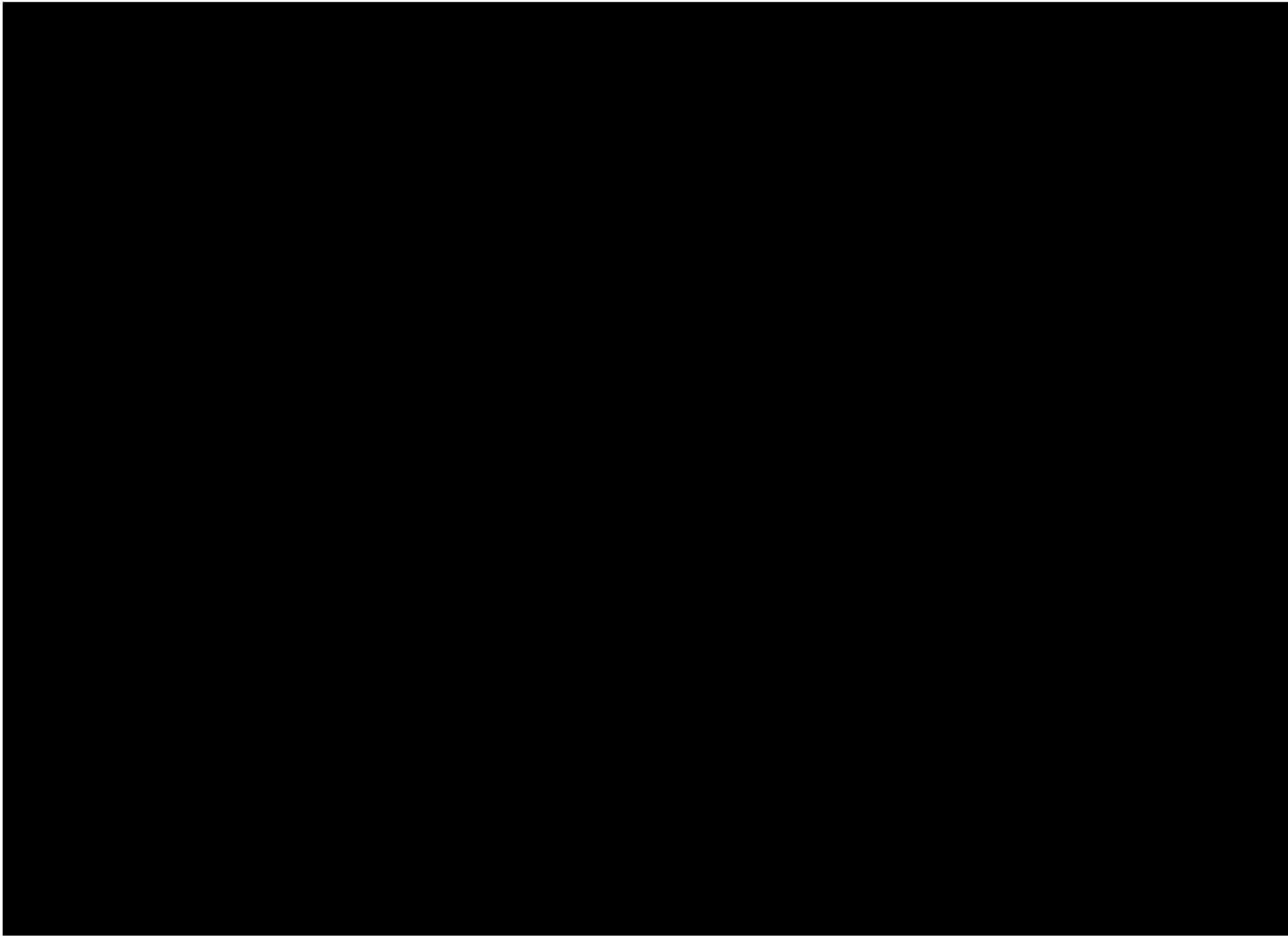


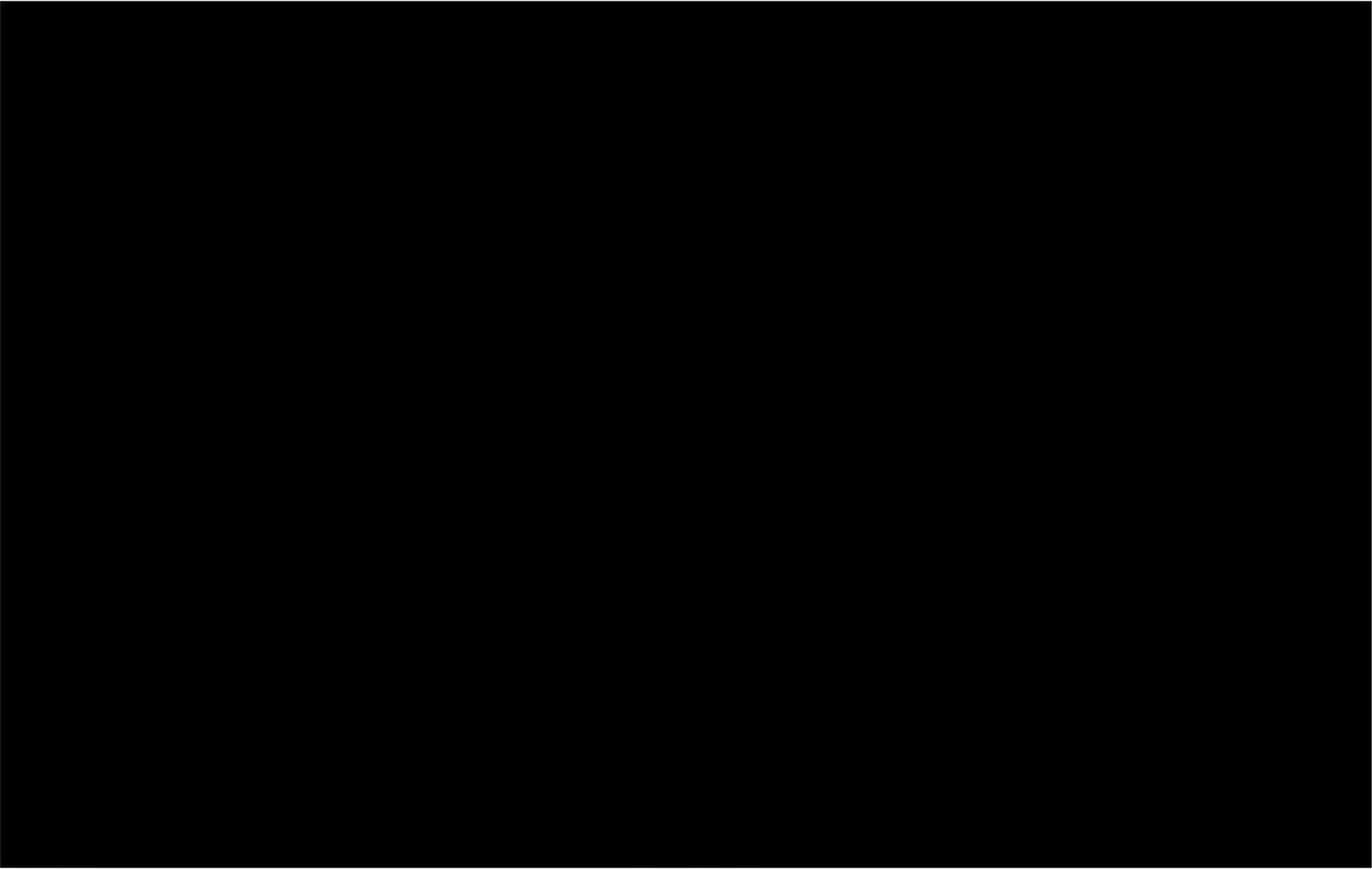


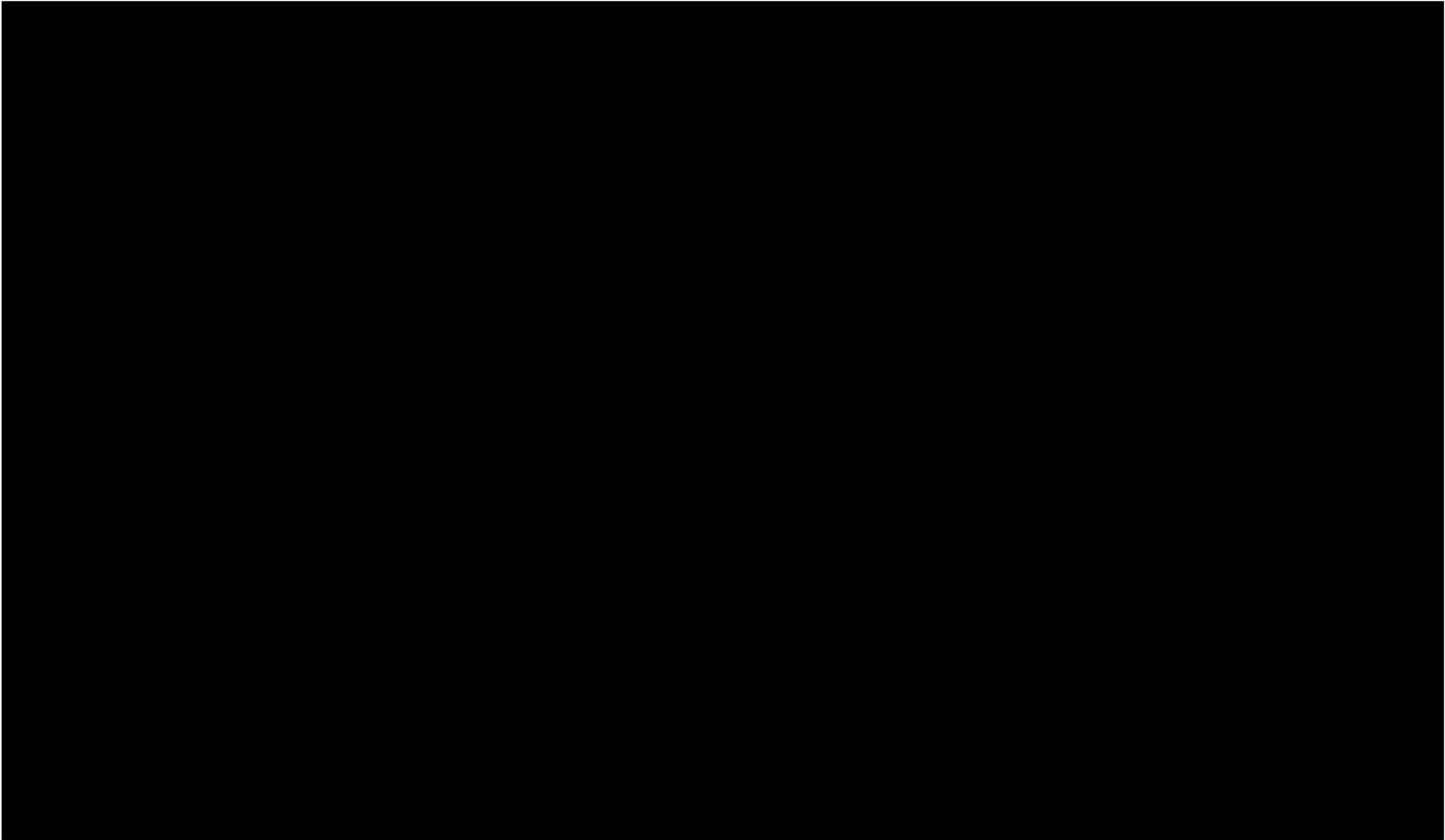


Appendices – tables / diagrams / graphs / images

See below.

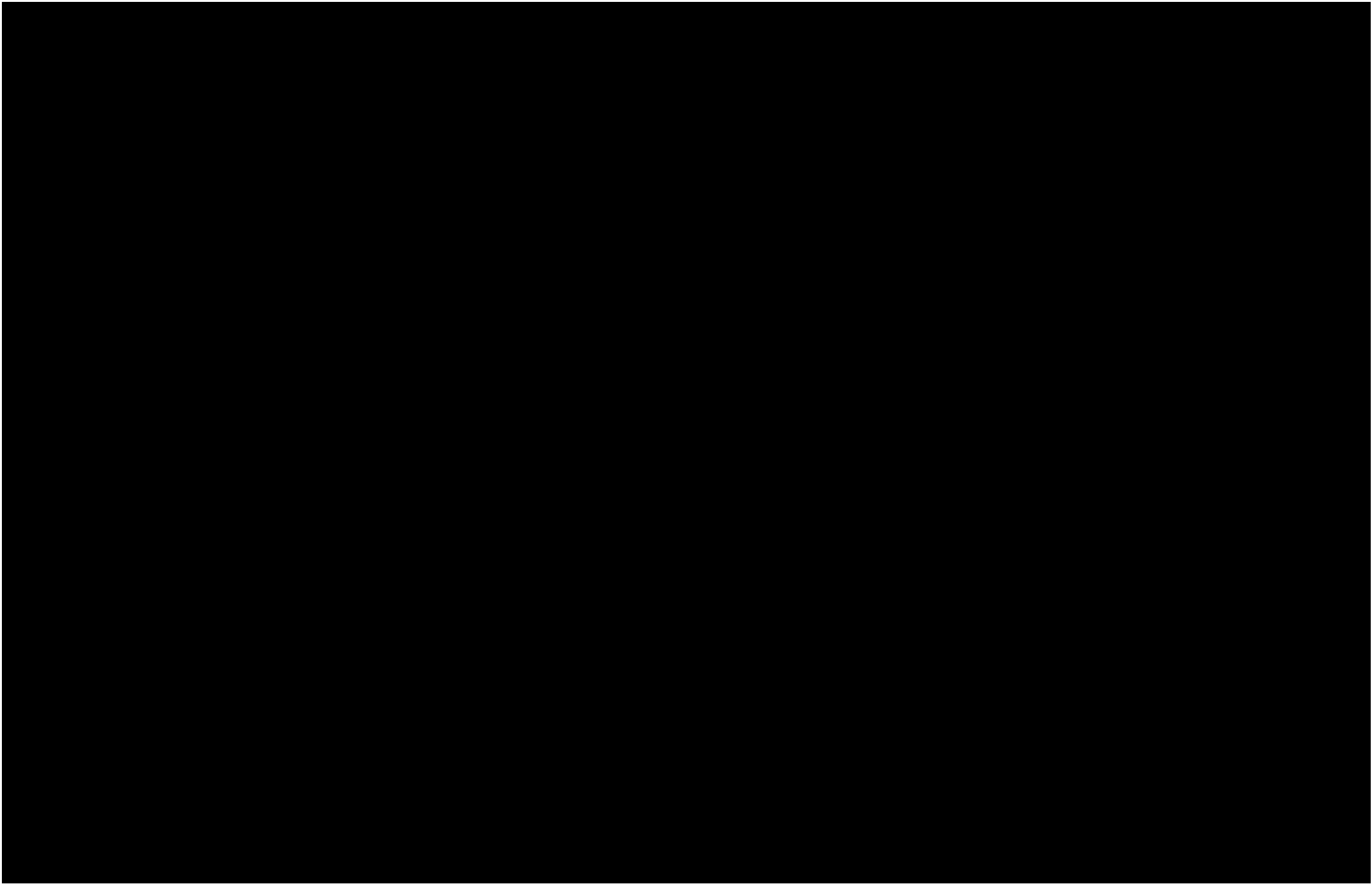


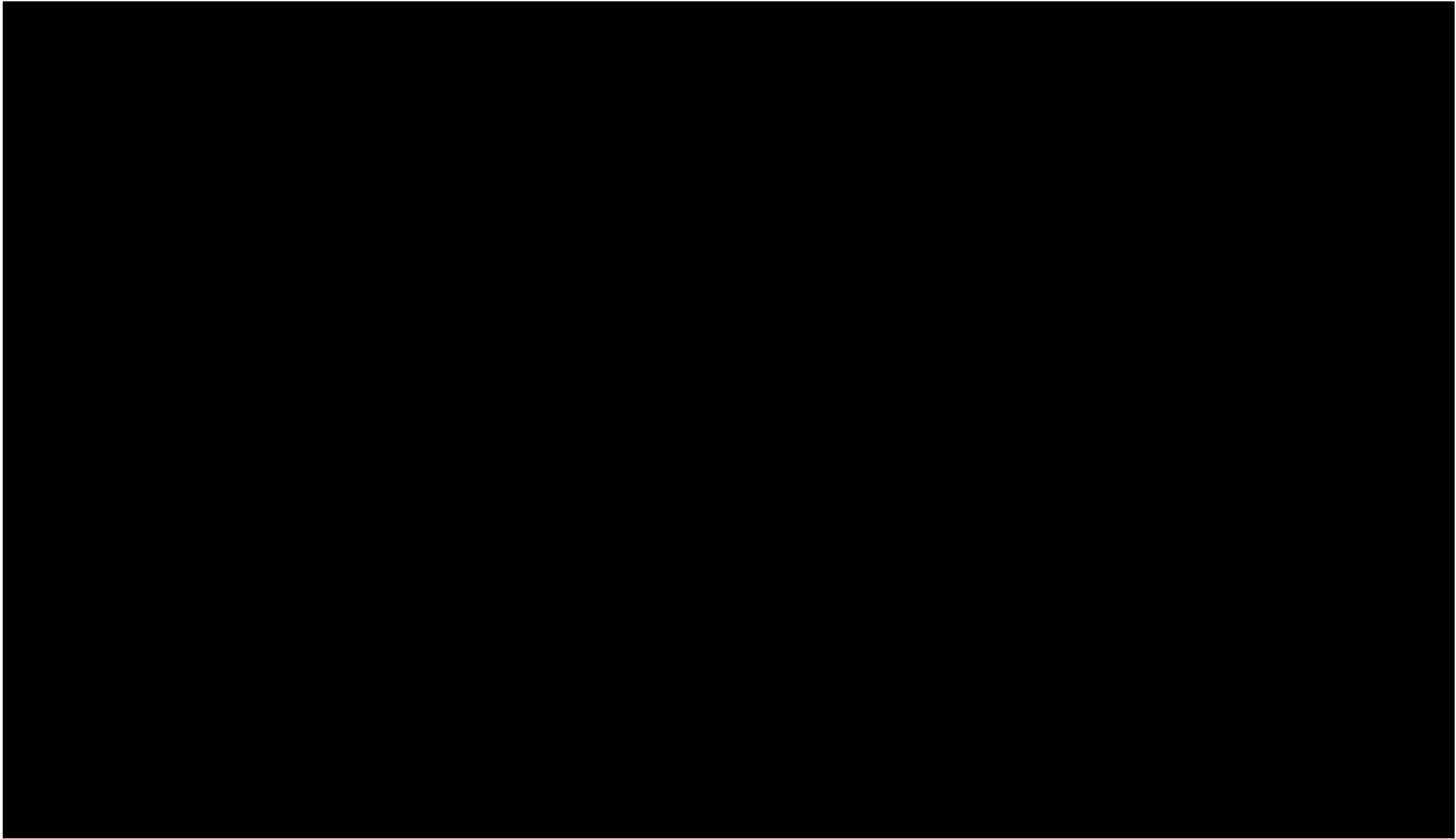


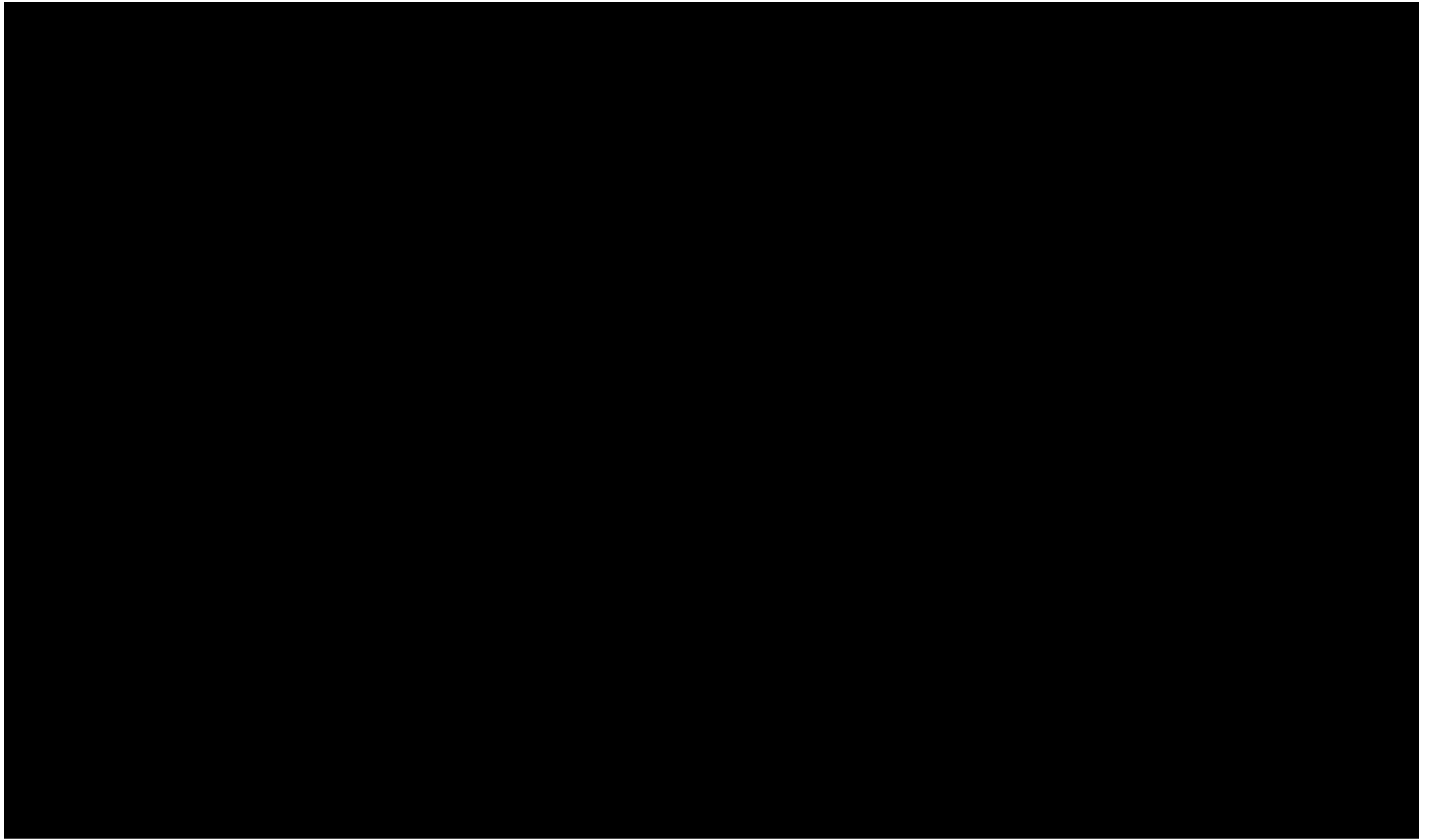


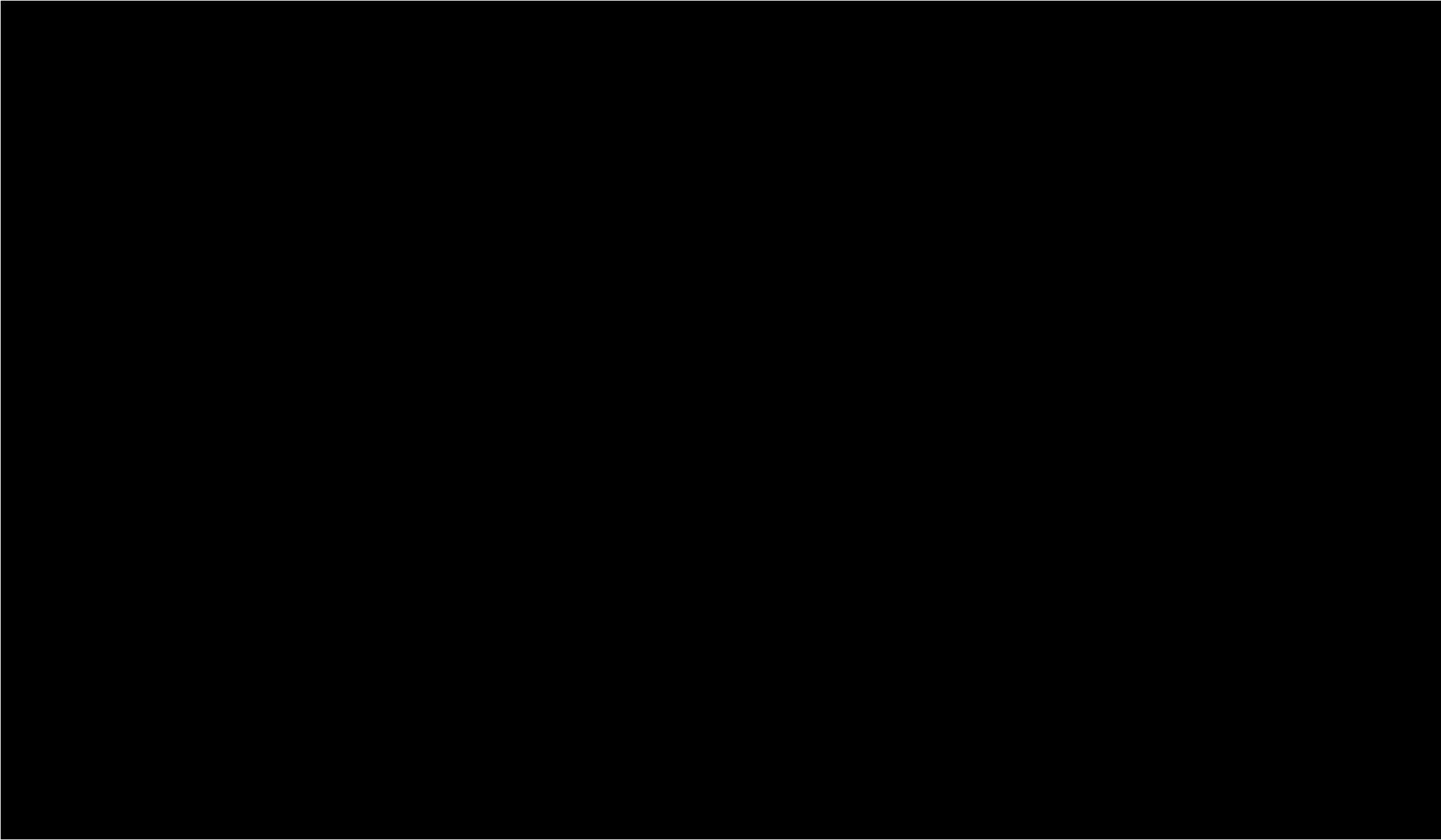


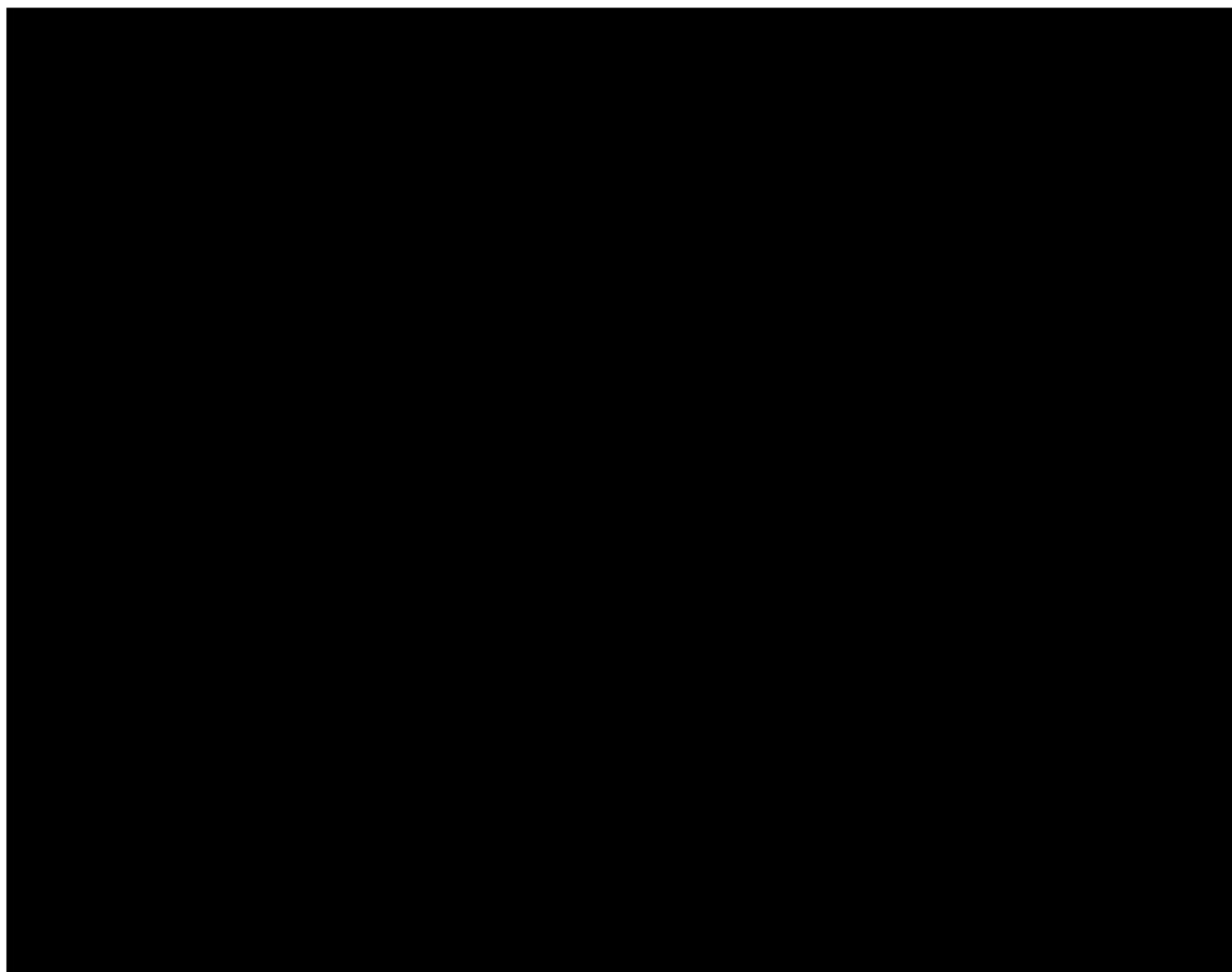


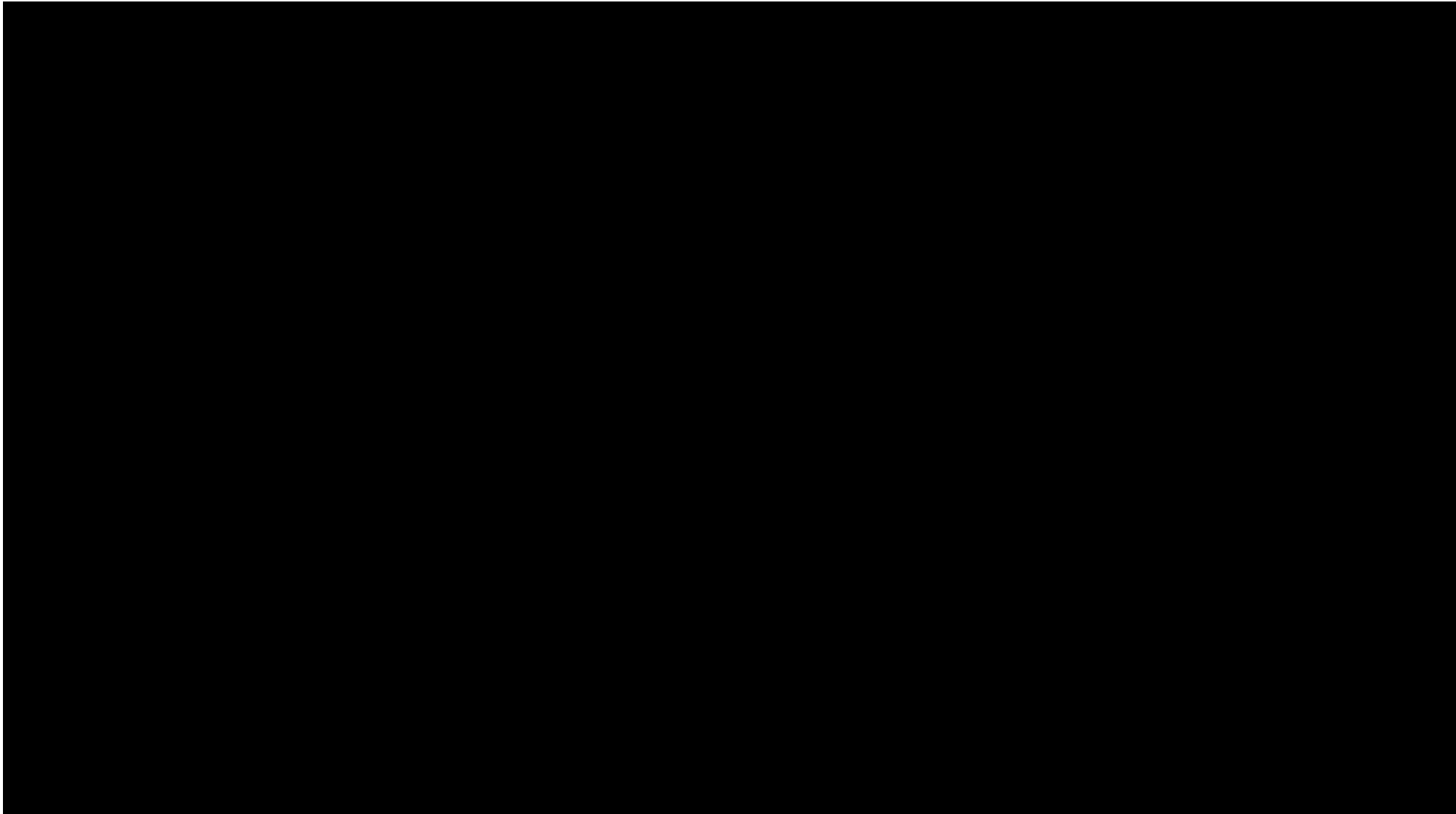


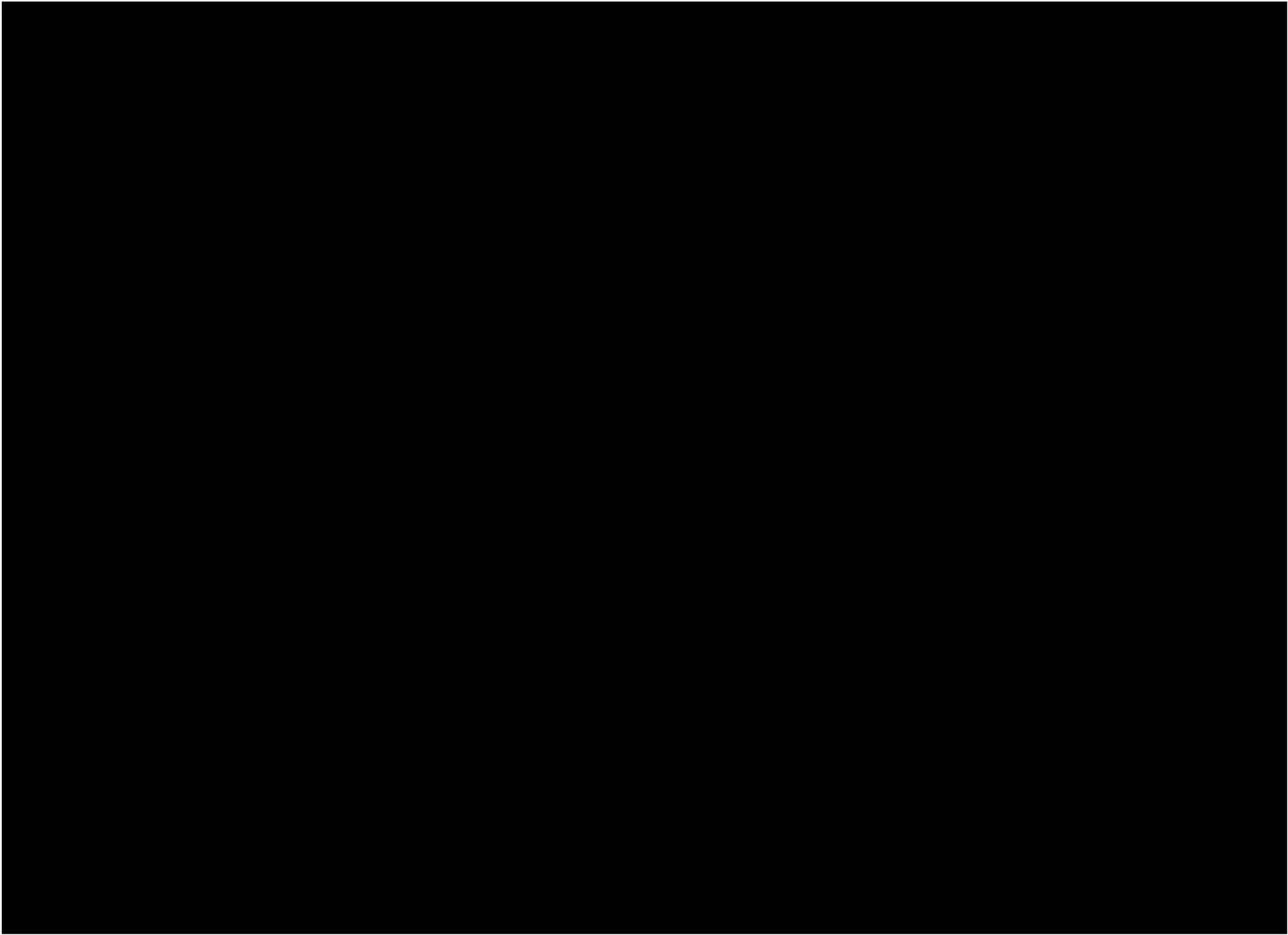


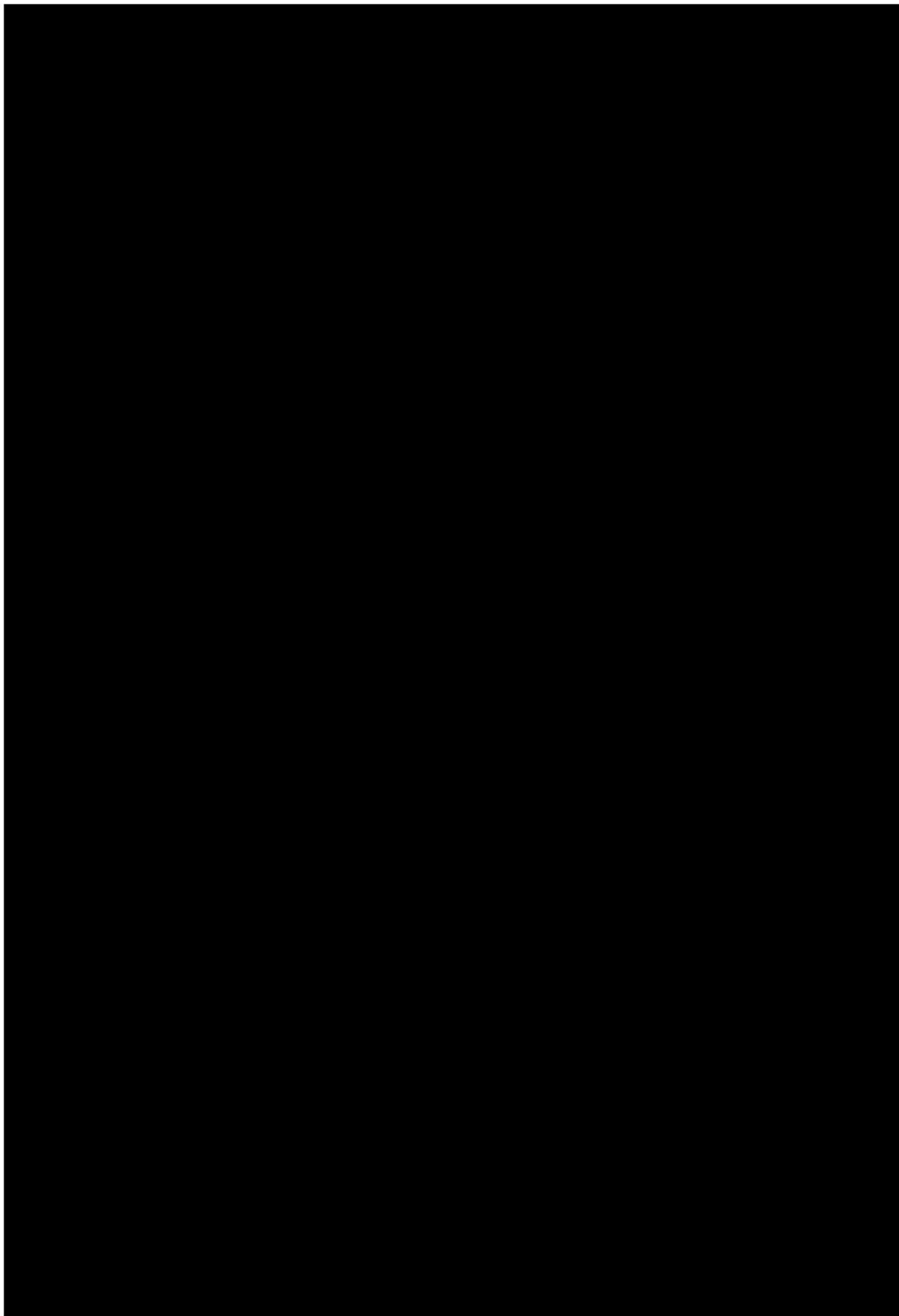


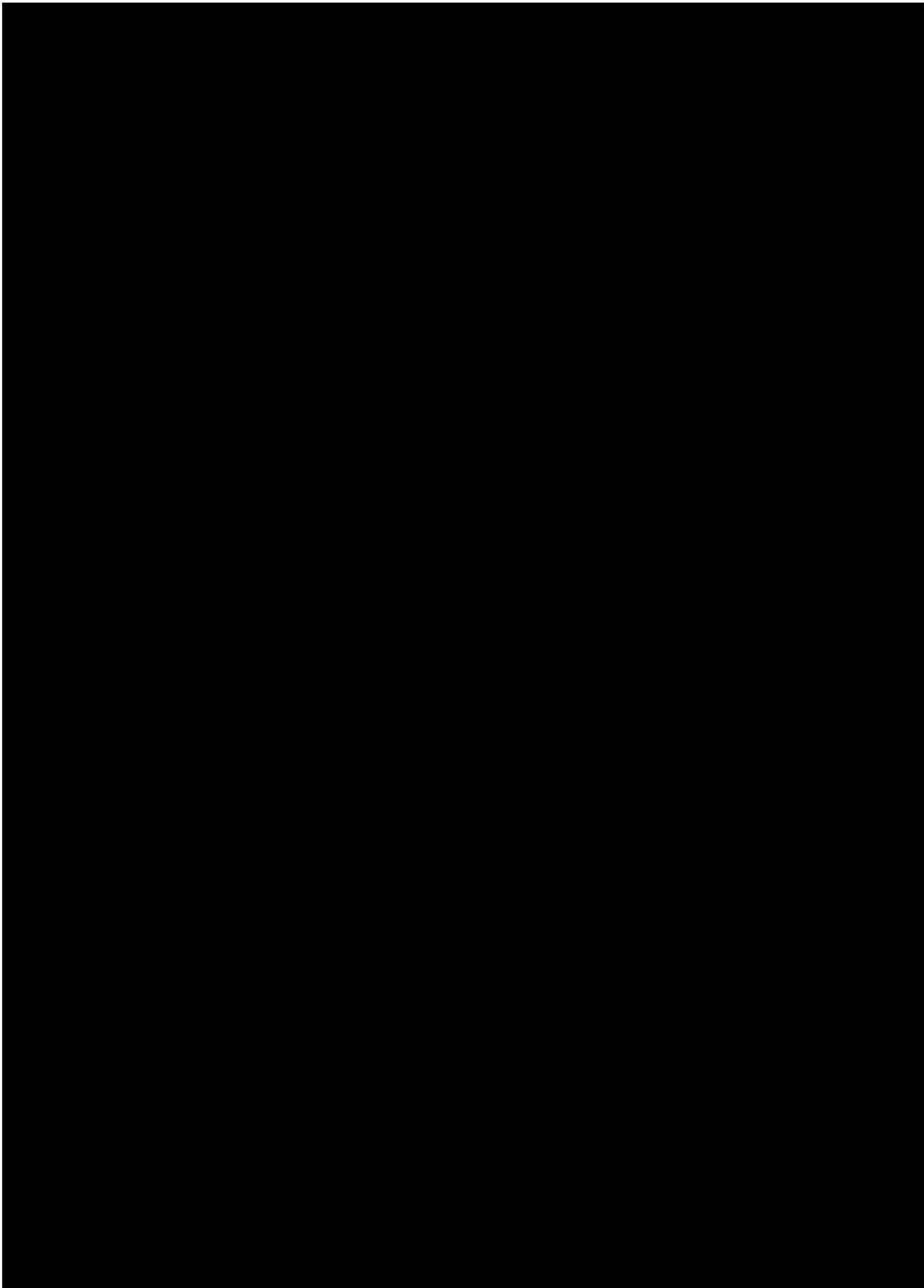


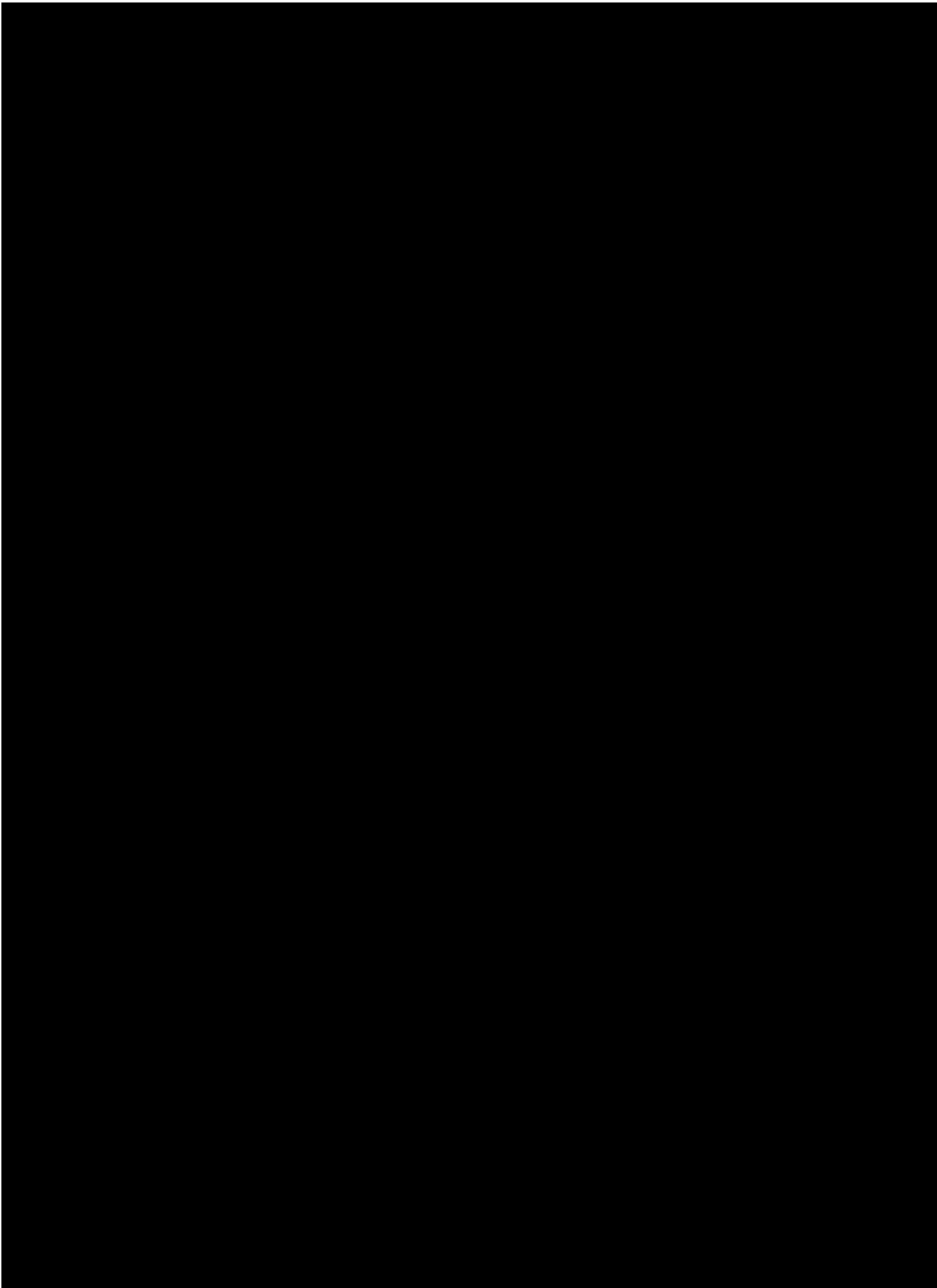


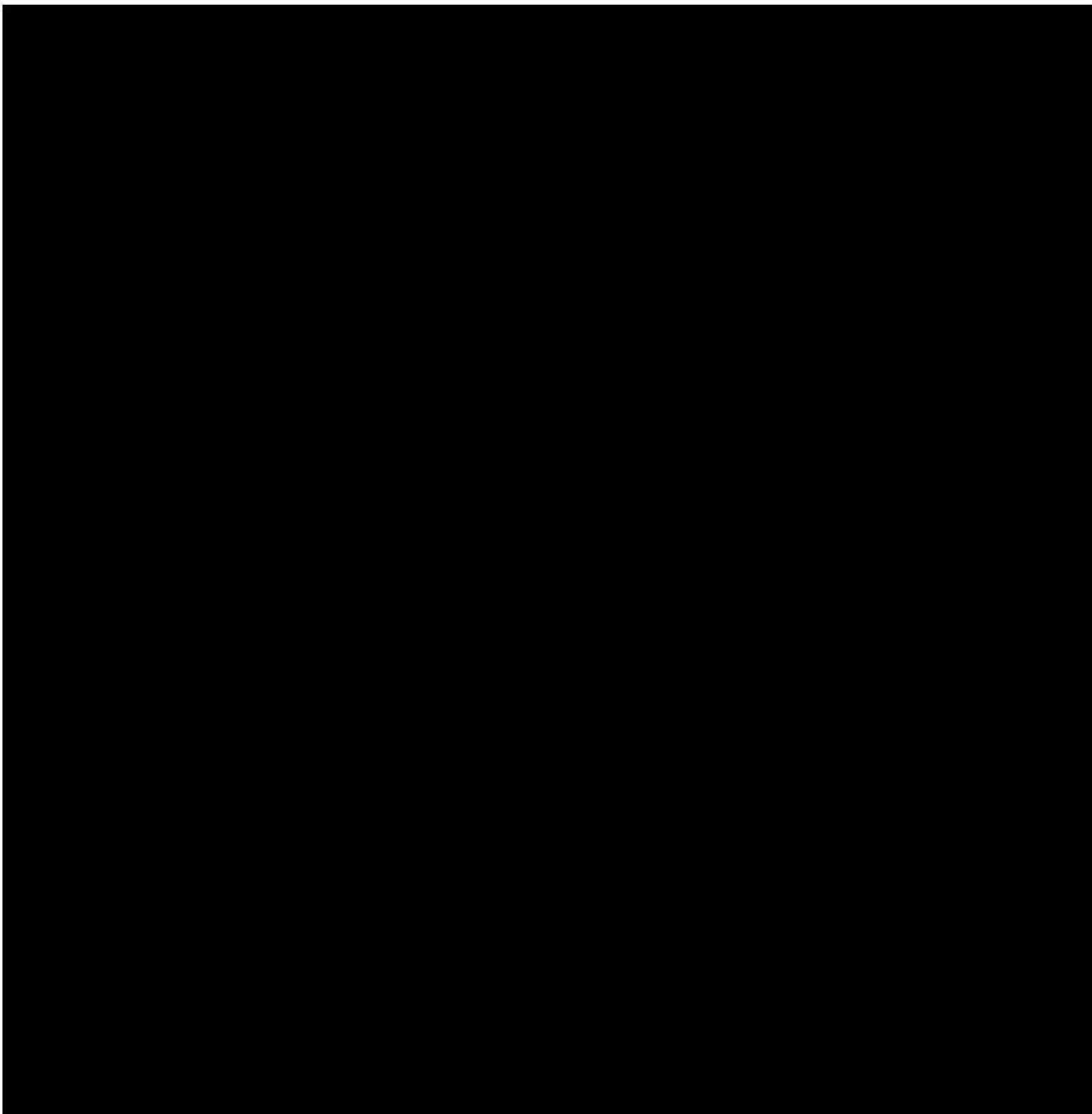




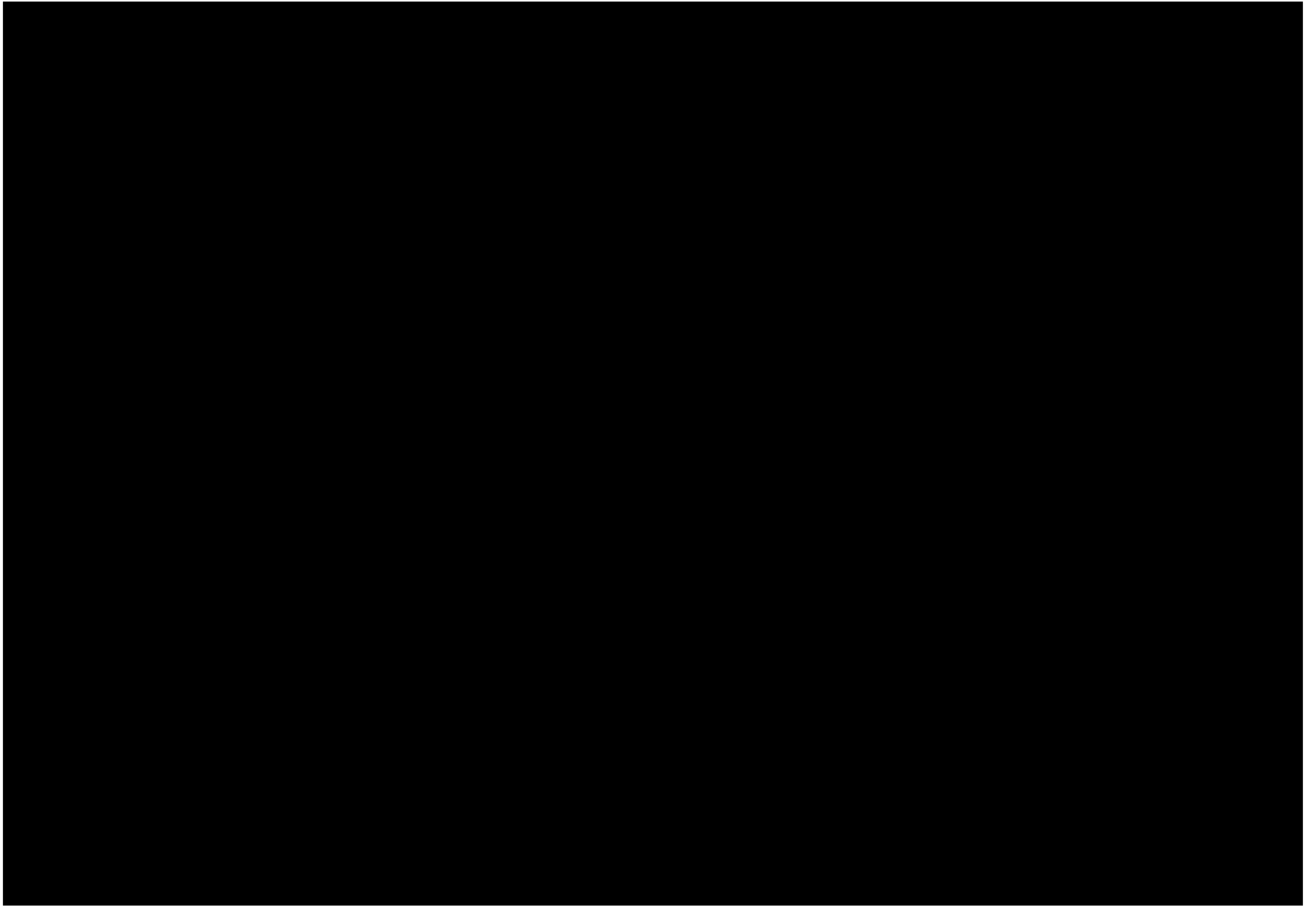


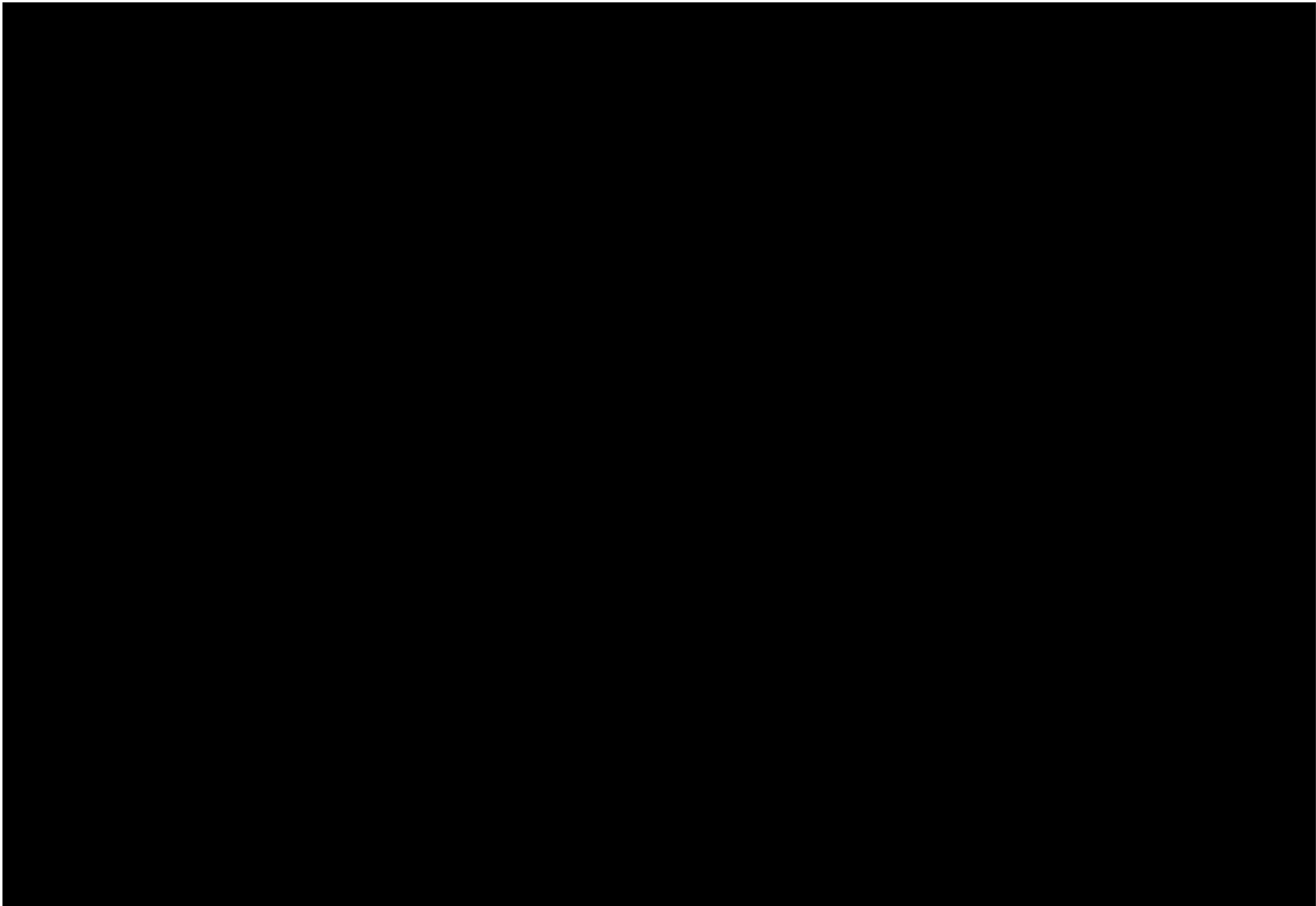






SCHEDULE 4 – CHARGES







SCHEDULE 5 - PROJECT PLAN

To be confirmed

SCHEDULE 6 - FORM FOR VARIATION

PART A

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone: *[to be inserted]*

Fax: *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

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

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

.....
For the Authority (signed)

.....
(print name)

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

PART B – SUPPLY CHAIN FINANCE OPTION RELATED VARIATIONS

1. The Authority is developing a scheme and system whereby the Service Provider may be permitted, at the Authority's sole discretion, to seek payment of invoices in respect of Charges under this Contract within a time period less than the 30 days of receipt set out Clause 5.4.1 in consideration for a reduction in the Charges due thereunder (the **"Supply Chain Finance Option"**).
2. The Service Provider hereby agrees that where such requests are made by the Service Provider and approved by the Authority, by way of such process and/or systems put in place by the Authority acting either on its own behalf or by or via its employees, agents, contractors or otherwise such request, approval and resulting accelerated and reduced payment shall constitute the Service Provider's exercise of the Supply Chain Finance Option and the valid and legally binding:
 - 2.1 variation by the Parties of the related Charges due and payable to the Service Provider under this Contract; and
 - 2.2 waiver by the Service Provider of any right held previously by it to invoice for and be paid the amount by which the Charges are reduced pursuant to its exercise of the Supply Chain Finance Option.