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**Contract for
Provision of Multi Occupancy Accessible
Transport Services**

between

London Buses Limited trading as Dial a Ride

and

Merton Community Transport

Version: Generic November 2021

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THIS CONTRACT is made the 21 day of June 2023

BETWEEN:

- (1) London Buses Limited trading as Dial a Ride, 5 Endeavour Square, London E20 1JN (Company Registration Number 01900906) ("**the Authority**"); and
- (2) Merton Community Transport, a company registered in England and Wales (Company Registration Number 03571884) whose registered office is at Unit 2a Batsworth Road, Mitcham, Surrey, CR4 3BX ("**the Service Provider**").

RECITALS:

- A. TfL's Dial-a-Ride organisation books, schedules and provides a free-at-point-of-demand local London borough service of over 1,000,000 journeys per year for vulnerable and disabled qualifying members. These services are provided by a partnership between internal TfL drivers, maintainers, vehicles and depots with external suppliers' staff and own equivalent converted minibus and van vehicles and maintenance depots.
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

THE PARTIES AGREE THAT:

1. Definitions and Interpretation

In the Contract (including the Recitals):

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

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

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

"Authority Group" shall mean where the Authority is:

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

“Authority Premises”

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

“Business Day”

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

“Cessation Plan”

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

“Charges”

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

“Confidential Information”

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

	regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);
“Contract”	this contract, including the Schedules and all other documents referred to in this contract;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Contract Information”	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
“Contract Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Data Protection Legislation”	means: (a) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; (b) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
“Declaration of Ineffectiveness”	a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or

	Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016;
“Electronic Invoicing Platform”	the Authority’s invoicing platform for the submission and receipt of electronic invoices;
“Electronic Procure-to-Pay (eP2P) Vendor Handbook”	the handbook setting out the system, format, file requirements and steps for registering to use and using the Electronic Invoicing Platform as updated from time to time, a copy of which can be downloaded from the following link- https://tfl.gov.uk/corporate/publications-and-reports/procurement-information#on-this-page-5 ;
“Force Majeure Event”	any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Affected Party to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;
“Holding Company”	any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;
“Insolvency Event”	any of the following: (a) 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; (b) 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;

- (c) the Service Provider applying to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986;
- (d) 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);
- (e) 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;
- (f) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (g) being an individual or firm, the Service Provider's financial position deteriorating so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract are in jeopardy; or
- (h) any similar event to those in (a) to (g) 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, utility model, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any

	such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;
“Key Personnel”	the Service Provider’s key personnel named in Schedule 1;
“Losses”	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
“Milestone”	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
“Parties”	the Authority and the Service Provider (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;
“PDF Invoices”	invoices in PDF (portable document format) format;
“Personal Data”	has the meaning given to it in the Data Protection Legislation;
“Processing”	has the meaning given to it in the Data Protection Legislation;
“Procurement Manager”	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
“Project Plan”	the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
“Public Procurement Termination Event”	has the meaning given to it in Clause 29.7;
“Public Procurement	any one or more of the grounds described either in Regulation 73(1) of the Public

Termination Grounds”	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”	(a) subject to Clause 27.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 32; and (b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;
“Specification”	the specification and other requirements set out in Schedule 3;
“Supply Chain Finance Option”	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.¹

5. Payment Procedures and Approvals

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

¹ As of 1 March 2021, additional provisions may be required if the VAT reverse charge applies to certain Services which are classified as construction services under the Construction Industry Scheme and where TfL is not the End User. Please refer to Commercial Technical Bulletin, Issue 67 (11.09.19) for an overview of the VAT reverse charge and its application, and consult with the Governance and Best Practice team for guidance in the first instance. For Contracts requiring additional provisions, please consult with TfL Legal for the appropriate drafting.

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

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

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

5.2 The Service Provider shall submit:

5.2.1 PDF Invoices via email to the email address set out in Schedule 1 and shall ensure that each PDF Invoice has a unique file reference and be a separate PDF file; or

5.2.2 electronic invoices via the Electronic Invoicing Platform and in compliance with the Electronic Procure-to-Pay (eP2P) Vendor Handbook; and

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

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

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

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

5.4.2 not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Service

Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.

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

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

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

5.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 18, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.

- 5.6 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.

- 5.7 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

6. Warranties and Obligations

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

6.1.1 the Service Provider:

- 6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract; and
 - 6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and
 - 6.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;
- 6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;
- 6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and
- 6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

7. Operational Management

- 7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract.
- 7.2 The Service Provider shall deal with the Contract Manager (or their nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:
 - 7.2.1 variations to the Contract;
 - 7.2.2 any matter concerning the terms of the Contract; and
 - 7.2.3 any financial matter (including any issues in Schedule 4),

which shall be referred to the Procurement Manager.

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

8. Service Provider's Personnel

- 8.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.
- 8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.
- 8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.
- 8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).
- 8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.
- 8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or

suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.

- 8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.
- 8.8 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.

9. **Sub-Contracting and Change of Ownership**

- 9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority, which may be refused or granted subject to such conditions as the Authority sees fit.
- 9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
 - 9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;
 - 9.2.2 be responsible for payments to that person;
 - 9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;
 - 9.2.4 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;
 - 9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is

engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);

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

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

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

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

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

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

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

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

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

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

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

10. Conflict of Interest

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

11. Access to Premises and Assets

- 11.1 Subject to Clause 8.4 any access to either or both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:
- 11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;
- 11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;

- 11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;
 - 11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;
 - 11.1.5 not damage the Authority Premises or any assets on Authority Premises; and
 - 11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider's Personnel in the performance of the Services.
- 11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.
- 11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

12. Compliance with Policies and Law

- 12.1 The Service Provider, at no additional cost to the Authority:
- 12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;

- 12.1.2 shall provide the Services in compliance with and shall ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either or both of the Service Provider's or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;
- 12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 12.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "**Relevant Protected Characteristic**") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;
- 12.1.5 where possible, shall provide the Services in such a manner as to:
- 12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - 12.1.5.2 eliminate unlawful discrimination; and
 - 12.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation;
- 12.1.6 Where the GLA is the Authority the Service Provider shall:
- 12.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties referred to in Clauses 12.1.4 - 12.1.5 as are relevant to the Contract and the Service Provider's activities;

- 12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4 - 12.1.5;
- 12.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4 - 12.1.5;
- 12.1.6.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Clause 12.1.6 as if the sub-contractor were in the position of the Service Provider;
- 12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and cooperate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and
- 12.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.
- 12.1.7 without prejudice to any other provision of this Clause 12.1 or the Schedules, where TfL is the Authority, comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.7, "**Traffic Manager**" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;
- 12.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;
- 12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010, the Criminal Finances Act 2017 and any guidance issued by the Secretary of State under it; and
- 12.1.10 where applicable to the Service Provider and without limiting the generality of Clause 12.1.2, shall comply with the Modern

Slavery Act 2015 and any guidance issued by the Secretary of State under it.

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

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

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

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

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

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

Work Related Road Risk

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

“Approved Progressive Driver Training”	an ongoing programme of Drivers' training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment (including on-road experience from a cyclist's perspective), which is required to be completed at least once every 5 years;
“Car-derived Van”	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
“Category N2 HGV”	a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;
“Category N3 HGV”	a vehicle designed and constructed for the carriage of goods and having a MAM

	exceeding 12,000 kilograms;
“CLOCS Standard”	the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites; further information can be found at: www.clocs.org.uk ;
“Collision Report”	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
“Delivery and Servicing Vehicle”	a HGV, a Van or a Car-derived Van;
“Driver”	any employee of the Service Provider (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;
“DVLA”	Driver and Vehicle Licensing Agency;
“Direct Vision Standard” or “DVS”	Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk ;
“Equivalent Scheme”	has the meaning given to it in Clause 12.4.1;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator

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

Fleet Operator Recognition Scheme Accreditation

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

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

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

Safety Features on HGVs

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

Construction Logistics and Community Safety (CLOCS)

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

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

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

12.6.2.1 the Services are being delivered; or

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

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

Direct Vision Standard (DVS)

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

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

12.7.2 the Service Provider shall ensure that:

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

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

Driver Training

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

Collision Reporting

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

Self-Certification of Compliance

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

Obligations of the Service Provider Regarding Sub-contractors

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

12.11.1 Clauses 12.4, 12.8, 12.9, 12.10; and

12.11.2 for Category N2 HGVs – Clause 12.5; and

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

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

Failure to Comply

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

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

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

13. London Living Wage

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

“CCSL”	the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;
“London Living Wage”	the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk);
“Subcontractor”	a sub-contractor (of any tier) of the Service Provider.

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

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

13.2.1 ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services:

13.2.1.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and

13.2.1.2 on the Authority’s estate including (without limitation) premises and land owned or occupied by the Authority,

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

13.2.2 ensure that none of:

13.2.2.1 its employees; nor

13.2.2.2 the employees of its Sub-contractors,

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

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

13.2.3.1 all information necessary for the Authority to confirm that the Service Provider is complying with its obligations under Clause 13; and

13.2.3.2 reasonable evidence that Clause 13 has been implemented;

13.2.4 disseminate on behalf of the Authority to:

13.2.4.1 its employees; and

13.2.4.2 the employees of its Sub-contractors,

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

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

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

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

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

13.3 For the avoidance of doubt the Service Provider shall:

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

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

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

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

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

14. **Corrupt Gifts and Payment of Commission**

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

15. **Equipment**

15.1 Risk in:

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

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

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

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

16. **Quality and Best Value**

16.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure

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

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

17. **Records, Audit and Inspection**

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

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

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

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

18. **Set-Off**

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider

under this Contract or under any other contract with any member of the Authority Group may recover such amount as a debt.

19. **Indemnity**

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

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

20. **Insurance**

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

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

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

20.1.3 product liability; and

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

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

- 20.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 20.1 and payment of all premiums due on each policy.
- 20.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 20.1 being or becoming void, voidable or unenforceable.
- 20.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

21. The Authority's Data

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

22. Intellectual Property Rights

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

23. Privacy, Data Protection and Cyber Security

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

24. Confidentiality and Announcements

- 24.1 Subject to Clause 25, the Service Provider will keep confidential:
- 24.1.1 the terms of this Contract; and
 - 24.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 24.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 24.1.
- 24.3 The obligations on the Service Provider set out in Clause 24.1 will not apply to any Confidential Information:
- 24.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 24);
 - 24.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
 - 24.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 24.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 24.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.

24.6 The provisions of this Clause 24 will survive any termination of this Contract for a period of 6 years from termination.

25. **Freedom of Information and Transparency**

25.1 For the purposes of this Clause 25:

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

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

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

25.2 The Service Provider acknowledges that the Authority:

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

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

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

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

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

- 25.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.
- 25.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 25.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 24.1 and Clause 25, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 25.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 25.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 25.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

26. **Dispute Resolution**

- 26.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.
- 26.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 26.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.
- 26.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The

costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.

- 26.5 Where a dispute is referred to mediation under Clause 26.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 26.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 26.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 41.
- 26.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 26.
- 26.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 26 and Clause 26 shall not apply in respect of any circumstances where such remedies are sought.

27. Breach and Termination of Contract

- 27.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:
 - 27.1.1 In addition and without prejudice to Clauses 27.1.2 to 27.1.6 (inclusive), the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;
 - 27.1.2 the Service Provider is subject to an Insolvency Event;
 - 27.1.3 in the event that there is a change of ownership referred to in Clause 9.3 or the Service Provider is in breach of Clause 9.3;
 - 27.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;

- 27.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery or other offence described in the Bribery Act 2010 and/or the Criminal Finances Act 2017; 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

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

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

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

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

41.1 The Contract shall be governed by and construed in accordance with the law of England and Wales.

41.2 Without prejudice to Clause 26, the courts of England and Wales will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract.

41.3 Either Party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.

41.4 Subject to Clause 41.3, each Party waives any objection to, and submits to, the jurisdiction of the courts of England and Wales. Each Party agrees that a judgment or order of any such court is binding upon it and may be enforced against it in the courts of England and Wales or any other jurisdiction.

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

Signed by
for and on behalf of
the Authority

DocuSigned by: Jonathan wharfe
P&C Operations director
Signature 0F7164111D88451... Print name and position

Date: 21/6/2023 | 15:16 BST

Signed by
for and on behalf of
the Service Provider

DocuSigned by: Fitzroy Dawson
Signature D0252B9C50C0462... Print name and position

Date: 19/6/2023 | 08:59 PDT

SCHEDULE 1 - KEY CONTRACT INFORMATION

- 1. Contract Reference Number: TfL_scp_002205_h**
- 2. Name of Service Provider: Merton Community Transport**
- 3. Commencement:**
 - (a) Contract Commencement Date: 1st July 2023**
 - (b) Service Commencement Date: 1st October 2023**
- 4. Duration/Expiry Date:**
30 September 2028, plus optional extension(s) up to 30 September 2030

- 5. Payment (see Clauses 5.1 and 5.4):**

Clause 5.1

Where no alternative is listed, the payment period shall be 4-weekly

Clause 5.4

Where no alternative is listed, payment must be made within 30 days of receipt of invoices.

- 6. Email address where PDF Invoices shall be sent:**

invoices@tfl.gov.uk

- 7. Time for payment where not 30 days (see Clause 5.4):**

Not used.

- 8. Details of the Authority's Contract Manager**

Period: 1 July 2023 to 18 February 2024:

Name: Rupali Sharma-Patel

Address: 5 Progress House, Mandela Way, London, SE1 5SS

Tel:

Email:

Period: 19 February 2024 until expiry:
Name: Imogen Westcott
Address: 5 Progress House, Mandela Way, London, SE1 5SS
Tel: [REDACTED]
Email: [REDACTED]

9. Details of the Authority’s Procurement Manager

Name: Philip Lewis
Address: Palestra, 197 Blackfriars Road, London SE1 8NJ
Tel: [REDACTED]
Email: [REDACTED]

10. Service Provider’s Key Personnel:

Name & Position	Contact Details	Area of Responsibility
John Wolohan Depot & Operations Manager	[REDACTED]	TfL Contact

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

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

For the Authority: **Head of Dial-a-Ride**
5 Progress House, Mandela Way,
London, SE1 5SS

For the attention of: James Mead

For the Service Provider: **Depot & Operations Manager**
Unit 2a Batsworth Road
Mitcham , Surrey CR4 3BX

For the attention of: John Wolohan

- 13. Office facilities to be provided to the Service Provider in accordance with Clause 11.3: None.**
- 14. Training to be provided by the Service Provider in accordance with Clause 8.8: None.**

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

A1 Privacy and Data Protection

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

“Authority Personal Data”	Personal Data and/or Sensitive Personal Data Processed by the Service Provider or any sub-contractor on behalf of the Authority, pursuant to or in connection with this Contract;
“Data Controller”	has the meaning given to it in Data Protection Legislation;
“Data Processor”	has the meaning given to it in Data Protection Legislation;
“Data Protection Impact Assessment”	an assessment by the Data Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Legislation”	means: (a) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; (b) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
“Data Subject”	has the meaning given to it in Data Protection Legislation;
“Personal Data”	has the meaning given to it in Data Protection Legislation;
“Processing”	has the meaning given to it in Data Protection Legislation and “Process” and “Processed” will be construed accordingly;

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

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

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

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

- Customers

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

- Customer name
- Customer pick-up point (can be customer home address)
- Customer drop-off point (can be customer home address)
- Customer contact details
- Customer Dial-a-Ride
- Notes on support customer may need e.g., mobility aids, assistance when boarding / alighting
- Customer complaint details for investigation

- A1.2.3 The Authority Personal Data is to be Processed for the following purposes:
- For the provision of customer services in this case assisted transport trips to and from a given destination
 - For the investigation of customer complaints where the provider is the party who has undertaken the trip or who was booked to undertake the trip
- A1.2.4 The Authority Personal Data is to be Processed in the following Restricted Countries:
- Does not apply, all data will be viewed within the UK
- A1.2.5 The subject matter of the Authority Personal Data to be Processed is:
- The Service Provider will see details enabling them to collect the correct customer, at a given time from a given location, once this job is completed they will no longer be able to view this data
 - The Service Provider will see details of customer complaints and any relevant information needed to fully investigate this complaint
- A1.2.6 The duration of the Processing shall be:
- The data processing will be enabled for the duration of the contract.
- A1.2.7 The nature of the Processing is:
- The Service Provider will be able to view data pushed to a handheld device for a limited time period so they can fulfil a customer trip
 - Once a trip is completed the customer data will no longer be visible on the handheld device
 - Drivers will be expected to secure their devices appropriately so that data cannot be accessed by unauthorised parties
 - The Service Provider will need to have a secure and protected network to view and manage customer complaints data, we propose setting up a secured SharePoint where we can send any data and service providers can view and add any

outcomes. If this is not a viable option we will continue to encrypt and password protect any document we email to the relevant Service Provider that contains personal customer information.

- A1.3 Without prejudice to the generality of Clause 23, the Service Provider shall:
- A1.3.1 process the Authority Personal Data only in accordance with written instructions from the Authority to perform its obligations under the Contract;
 - A1.3.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
 - A1.3.3 notify the Authority without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by the Authority is incompatible with any obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
 - A1.3.4 maintain, and make available to the Authority on its request, documentation which describes the Processing operations for which it is responsible under this Contract including:
 - A1.3.4.1 the purposes for which Authority Personal Data is Processed;
 - A1.3.4.2 the types of Personal Data and categories of Data Subject involved;
 - A1.3.4.3 the source(s) of the Personal Data;
 - A1.3.4.4 any recipients of the Personal Data;
 - A1.3.4.5 the location(s) of any overseas Processing of Authority Personal Data;
 - A1.3.4.6 retention periods for different types of Authority Personal Data; and

- A1.3.4.7 where possible a general description of the security measures in place to protect Authority Personal Data;
- A1.3.5 where requested to do so by the Authority, assist the Authority in carrying out a Data Protection Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation);
- A1.3.6 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, take appropriate technical and organisational security measures which are appropriate to protect against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Authority Personal Data which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the measures);
- A1.3.7 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clauses A1.3.6 and A1.3.8, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Service Provider itself or the Authority;
- A1.3.8 notify the Authority without undue delay and in any event within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of this Clause A1, including the unauthorised or unlawful Processing of Authority Personal Data, or its accidental loss, destruction or damage;
- A1.3.9 having notified the Authority of a breach in accordance with Clause A1.3.8, keep the Authority properly and regularly informed in writing until the breach has been resolved to the satisfaction of the Authority;
- A1.3.10 fully cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be

reasonably necessary (whether in relation to Processing pursuant to the Contract, in relation to compliance with Data Protection Legislation or in relation to any actual or suspected breach), whether by the Authority (or any agent acting on its behalf), any relevant regulatory body, including the Information Commissioner, the police and any other statutory law enforcement agency, and shall do so both during the Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);

A1.3.11 notify the Authority within two (2) Business Days if it, or any sub-contractor, receives:

A1.3.11.1 from a Data Subject (or third party on their behalf):

A1.3.11.1.1 a Subject Request (or purported Subject Request); or

A1.3.11.1.2 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation;

A1.3.11.2 any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data; or

A1.3.11.3 a request from any third party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by law;

A1.3.12 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause A1.3.11, including by promptly providing:

A1.3.12.1 the Authority with full details and copies of the complaint, communication or request; and

A1.3.12.2 where applicable, such assistance as is reasonably requested by the Authority to enable it to comply with the Subject Request within the relevant timescales set out in Data Protection Legislation;

- A1.3.13 when notified in writing by the Authority, supply a copy of, or information about, any Authority Personal Data. The Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Business Days from the date of the request;
 - A1.3.14 when notified in writing by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data; and
 - A1.3.15 if required to do so by Data Protection Legislation, appoint a designated Data Protection Officer.
- A1.4 The Service Provider shall not share Authority Personal Data with any sub-contractor without prior written consent from the Authority. The Service Provider shall provide the Authority with such information regarding the proposed sub-contractor as the Authority may reasonably require. The Service Provider shall only share Authority Personal Data with a sub-contractor where there is a written contract in place between the Service Provider and the sub-contractor which requires the sub-contractor to:
 - A1.4.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider; and
 - A1.4.2 comply with the same obligations which the Service Provider is required to comply with under this Clause A1 (and in particular Clauses 12.1, 17.1, 17.2, 19.1, 21.2, 23 and 24).
- A1.5 The Service Provider shall, and shall procure that any sub-contractor shall:
 - A1.5.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider and as reasonably necessary to perform the Contract in accordance with its terms;
 - A1.5.2 not Process Authority Personal Data for any other purposes (in whole or part) and specifically, but without limitation, reproduce or refer to it in training materials, training courses, commercial discussions and negotiations

- with third parties or in relation to proposals or tenders with the Authority;
- A1.5.3 not Process Authority Personal Data in such a way as to:
 - A1.5.3.1 place the Authority in breach of Data Protection Legislation;
 - A1.5.3.2 expose the Authority to the risk of actual or potential liability to the Information Commissioner or Data Subjects;
 - A1.5.3.3 expose the Authority to reputational damage including adverse publicity;
- A1.5.4 not allow Service Provider's Personnel to access Authority Personal Data unless such access is necessary in connection with the provision of the Services;
- A1.5.5 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can access Authority Personal Data;
- A1.5.6 ensure that all Service Provider's Personnel who can access Authority Personal Data:
 - A1.5.6.1 are informed of its confidential nature;
 - A1.5.6.2 are made subject to an explicit duty of confidence;
 - A1.5.6.3 understand and comply with any relevant obligations created by either this Contract or Data Protection Legislation; and
 - A1.5.6.4 receive adequate training in relation to the use, care, protection and handling of Personal Data on an annual basis.
- A1.5.7 not disclose or transfer Authority Personal Data to any third party without the Service Provider having obtained the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Contract);
- A1.5.8 without prejudice to Clause A1.3.6, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data; and

- A1.5.9 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided by the Authority to the Service Provider from time to time.
- A1.6 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Authority Personal Data in or to any Restricted Countries without prior written consent from the Authority (which consent may be subject to additional conditions imposed by the Authority).
- A1.7 If, after the Service Commencement Date, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:
 - A1.7.1 the Service Provider shall submit a written request to the Authority setting out details of the following:
 - A1.7.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;
 - A1.7.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in;
 - A1.7.1.3 any sub-contractors or other third parties who will be Processing and/or receiving Authority Personal Data in Restricted Countries;
 - A1.7.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;
 - A1.7.2 in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;
 - A1.7.3 the Service Provider shall comply with any written instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:

- A1.7.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Contract or a separate data processing agreement between the Parties; and
- A1.7.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into a data processing agreement with the Service Provider on terms which are equivalent to those agreed between the Authority and the Service Provider in connection with the Processing of Authority Personal Data in (and/or transfer of Authority Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in A1.7.3.1.

A1.8 The Service Provider and any sub-contractor (if any), acknowledge:

- A1.8.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Authority's written instructions and the Contract;
- A1.8.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Contract or negligence in relation to Authority Personal Data;
- A1.8.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Contract;
- A1.8.4 notwithstanding Clause 27.1.1, if the Service Provider has committed a material breach under Clause A1.8.3 on two or more separate occasions, the Authority may at its option:
 - A1.8.4.1 exercise its step in rights pursuant to Clause A16;
 - A1.8.4.2 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or

A1.8.4.3 terminate the Contract in whole or part with immediate written notice to the Service Provider.

- A1.9 Compliance by the Service Provider with this Clause A1 shall be without additional charge to the Authority.
- A1.10 The Service Provider shall remain fully liable for all acts or omissions of any sub-contractor.
- A1.11 Following termination or expiry of this Contract, howsoever arising, the Service Provider:
- A1.11.1 may Process the Authority Personal Data only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under law and will then comply with Clause A1.11.3;
 - A1.11.2 where Clause A1.11.1 does not apply, may Process the Authority Personal Data only for such duration as agreed in Clause A1.2.6 above and following this will then comply with Clauses A1.11.3 and A1.11.4;
 - A1.11.3 subject to Clause A1.11.1, shall on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data; or
 - A.1.11.4 in the absence of instructions from the Authority after 12 months from the expiry or termination of the Contract securely destroy the Authority Personal Data.
- A1.12 Authority Personal Data may not be Processed following termination or expiry of the Contract save as permitted by Clause A1.11.
- A1.13 For the avoidance of doubt, and without prejudice to Clause A1.11, the obligations in this Clause A1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.
- A1.14 The indemnity in Clause 19 shall apply to any breach of Clause A1 and shall survive termination or expiry of the Contract.
- A1.15 The Parties' liability in respect of any breach of Clause 23.1 and this Clause A1 insofar as they relate to fines, court awards, settlements and legal costs shall be unlimited.

A3 Personnel Management and Training

(See Section 3 of Checklist for use of optional additional clauses)

- 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 Procurement 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; 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.

- A3.5 The Authority will arrange (at its expense) safety training (as referred to in Schedule 7) for those of the Service Provider's Personnel identified at the Service Commencement Date (if any) but, for the avoidance of doubt, such safety training in respect of any other Service Provider's Personnel will be arranged by and be at the expense of the Service Provider. For the avoidance of doubt, the Authority will not be responsible for the remuneration, travel, subsistence or other similar costs and expenses of any of the Service Provider's Personnel attending any training under this Clause A3.5.

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 [or Authority Assets]; 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 [and cease their access to any Authority Assets] (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 [and cease their access to any Authority Assets] (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.
- 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;

as may be set out in the Appendices to this Contract (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 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 - 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	)	_____
<i>[Parent Company]</i>	)	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 - 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

A5 Liquidated Damages

For the purposes of this Clause A5, unless the context indicates otherwise, the following expression shall have the following meaning:

“Price Per Shift”	those prices set out in Schedule 4, as amended in accordance with the terms of this Contract.
“Replacement Service Cost”	the cost to the Authority of obtaining a replacement Service where the Service Provider has failed to provide the Services (including each Milestone) on or by (as the case may be) the Required Date. Replacement Service Cost is set out in Table 1 of this Clause A5.
“Required Date”	subject to any extension of time granted by the Authority to the Service Provider in accordance with this Contract, the date or dates on or by which each Milestone is required to be completed as set out in the Project Plan or, in the absence of any Milestones, the date or dates on or by which the Services are required to be provided as set out in the Project Plan.

- A5.1 The Service Provider shall provide the Services (including each Milestone) on or by (as the case may be) the Required Date.
- A5.2 Without prejudice to the Authority’s other rights, powers or remedies (including termination) if the Service Provider fails to comply with Clause A5.1, it shall pay to the Authority on demand the daily rates calculated in accordance with Clause A5.5 every day, or part thereof, which elapses between the Required Date and the earlier of:
 - A5.2.1 the date on or by which the Services are actually performed or provided or such Milestone is actually

completed (as the case may be) in accordance with the Contract; and

- A5.2.2 if the Authority has terminated the Contract under Clause 27, the date of such termination.
- A5.3 All sums payable by the Service Provider to the Authority pursuant to Clause A5.2 shall be paid as liquidated damages for delay and not as a penalty and the Parties acknowledge that such amounts are a genuine pre-estimate of the loss that may be suffered by the Authority in the event of any such failure of the Service Provider to comply with Clause A5.1.
- A5.4 The Parties acknowledge that they are each of comparable bargaining power and have each had the opportunity to seek legal advice in relation to this Contract.
- A5.5 Daily Liquidated Damages rates shall be calculated as follows:

$$\begin{array}{c} \text{Replacement Service Cost (A)} \\ \\ - \text{ (minus)} \\ \\ \text{Price Per Shift(s) (B)} \\ \\ = \\ \\ \text{Liquidated Damages} \end{array}$$

Worked Example:

Shift(s) Unavailable	Replacement Service Cost	Price Per Shift	Liquidated Damages
<i>examples</i>	(A)	(B)	(A) minus (B)
Weekend – Late Shift, 28.10.2023, Year 1	£415.48	£380.00 (fictional)	£35.48
Weekday – Late Shift, 30.10.2023, Year 1	£343.87	£300.00 (fictional)	£43.87
Total			£79.35

Table 1 – Replacement Service Cost

	Weekday - Early Shift Starting no earlier than 07:00 and finishing no later than 18:00.	Weekday - Late Shift Starting no earlier than 14:00 and finishing no later than 00:00.	Weekend - Early Shift Starting no earlier than 07:00 and finishing no later than 18:00.	Weekend - Late Shift Starting no earlier than 14:00 and finishing no later than 00:00.
Year 1	£343.87	£376.00	£383.21	£415.48
Year 2	As rates above, subject to indexation calculated in accordance with Clause A16			
Year 3	As rates above, subject to indexation calculated in accordance with Clause A16			
Year 4	As rates above, subject to indexation calculated in accordance with Clause A16			
Year 5	As rates above, subject to indexation calculated in accordance with Clause A16			
Year 6	As rates above, subject to indexation calculated in accordance with Clause A16			
Year 7	As rates above, subject to indexation calculated in accordance with Clause A16			

A6 Extension of Time

- A6.1 If in the reasonable opinion of the Service Provider delay in provision or completion of the Services (including any Milestone) has been caused or is likely to be caused by reason of:
- A6.1.1 any material breach of the Contract by the Authority; and/or
 - A6.1.2 any variation of the Contract under Clause 32; and/or
 - A6.1.3 the occurrence of any Force Majeure Event affecting the Service Provider; and/or
 - A6.1.4 any other special circumstances of any kind whatsoever outside the reasonable control of, and which could not reasonably have been foreseen by, an experienced contractor providing services the same as or similar in all material respects to the Services but excluding any strikes, lock-outs or other industrial disputes of the Service Provider's workforce,
- then the Service Provider shall as soon as reasonably practicable, and in any event within 5 Business Days after the cause of any delay has arisen, give written notice to the Contract Manager of the actual or foreseen delay and any claim for an extension of time for the completion of the Services or any Milestone. Subject to Clause A6.2, if the Authority is satisfied that the delay is or would be justified by reason of one of the events specified in Clause A6.1, then the Authority shall extend the time for the completion of the Services (or part of them) by such reasonable time period (either prospectively or retrospectively) as the Authority may determine. Any extended period or periods for the completion of the Services or any Milestone shall be subject to regular review provided that no such review shall result in a decrease in any extension of time already granted by the Authority unless the circumstances surrounding the delay have changed such that a decrease is reasonable and the Parties, acting reasonably, have agreed to a decrease in the extension of time previously granted.
- A6.2 It is a condition precedent to the grant of an extension of time under Clause A6.1 that the Service Provider has given written notice to the Contract Manager of the actual or foreseen delay as required under Clause A6.1 and has used all reasonable endeavours to overcome, avoid or minimise the effects of any occurrence causing delay.
- A6.3 Any extension of time granted under Clause A6.1 shall be reduced proportionately as the Authority may determine to the extent that any default, including any neglect on the part of the Service Provider or the Service Provider's Personnel may have contributed to the delay.

A12 Option to Extend Duration

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

A16 Adjustment to Charges (Indexation)

A16.1 For the purposes of this Clause A16, unless the context indicates otherwise, the following expression shall have the following meaning:

“AWE”	Average Weekly Earnings index by Industry “Transport and Storage H [SIC 49-53]” as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree.
“CPI”	Consumer Price Index 12-month rate as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree.
“Fuel”	Road Fuel Unleaded Diesel (ULSD) in pence per litre as published by the UK government from time to time, or failing such publication, such other index as the Parties may agree.

A16.2 Subject to Clause A16.3, 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 the blended rate of AWE, CPI and Fuel as set out below:

$$\begin{aligned} & \text{(AWE on the anniversary of Service Commencement Date)} \\ & \qquad \times 60\% \\ & \qquad + \\ & \text{(CPI on the anniversary of Service Commencement Date)} \\ & \qquad \times 30\% \\ & \qquad + \\ & \text{(Fuel on the anniversary of Service Commencement Date)} \\ & \qquad \times 10\% \end{aligned}$$

Worked Example

AWE (%)	CPI (%)	Fuel (%)	AWE Corrected for 60% weighting	CPI Corrected for 30% weighting	Fuel Corrected for 10% weighting	Total Indexation Increase (%) to add to price per shift for year
4.10	2.50	6.00	2.46	0.75	0.60	3.81
			$4.10 \times 60\%$	$2.50 \times 30\%$	$6.00 \times 10\%$	$2.46+0.75+0.60$

A16.3 The maximum increase in price per shift shall be capped as follows:

- First and second anniversary of the Contract Commencement Date: maximum increase of 5%
- Third and fourth anniversary of the Contract Commencement Date: maximum increase of 3%
- Fifth and sixth anniversary of the Contract Commencement Date: maximum increase of 2%

A16.4 The Authority reserves the right to annually review and adjust all price caps upwards in the event that adverse economic conditions prevail for an extended time period. Additionally, the Authority reserves the right to treat the indexation rate as 0% where the indexation calculation at Clause A16.2 produces a negative percentage rate for any year, e.g. - 0.2%.

A17 Authority Obligation of Confidentiality

A17.1 Notwithstanding Clause 25.6 the Authority shall have the same obligations as those imposed on the Service Provider under Clause 24 in respect of those categories of confidential information set out in this Schedule as set out below titled Reserved Information (“**Service Provider Confidential Information**”), except that the Authority may:

- A17.1.1 disclose the Service Provider Confidential Information where the Authority considers that it is obliged to do so under any of the legislation referred to in Clause 25;
- A17.1.2 use the Service Provider Confidential Information to the extent necessary to obtain the benefit of the Service Provider’s performance under this Contract;
- A17.1.3 disclose the Service Provider Confidential Information to any member of the Authority Group; and
- A17.1.4 disclose such Service Provider Confidential Information as may be required to be published in the Official Journal of the European Union.

RESERVED INFORMATION

Contract Reference Number: Appendix 3 tfl_scp_002205

Information Class/Type	Grounds for Exemption	Date can be made available
None	Not applicable	Not applicable

A18 Transfer of Employees to Service Provider

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

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

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

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

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

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

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

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

the date falling 6 calendar months before the date of expiry of the Contract; or

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

and ending on the Further Transfer Date;

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

occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of Clause A18.4).

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

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

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

A18.5.2 the Service Provider will be responsible for any Employment Costs relation to the period on and after the Service Commencement Date (provided that if any contract of employment or engagement transfers in part, this shall only apply to the Employment Costs relating to the transferred part),

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

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

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

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

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

A18.7.3 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission

or communication made to the Transferring Staff by the Service Provider (or its Sub-Contractors) before the Service Commencement Date;

A18.7.4 the employment or engagement or termination of employment or engagement by the Service Provider (or its Sub-Contractors) of any Transferring Staff on or after the Service Commencement Date;

A18.7.5 any actual or proposed changes by the Service Provider (or its Sub-Contractors) to the terms and conditions of employment or engagement or working conditions of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.

For the avoidance of doubt, the Service Provider (and/or its Sub-Contractors) shall have full liability under this Clause A18.7 if it is held or alleged that: (a) the contract of employment or engagement at the point immediately prior to the Service Commencement Date of any of the Transferring Staff does not transfer in its entirety to the Service Provider (and/or its Sub-Contractors) and/or (b) liability for any such contract of employment or engagement of any such Transferring Staff does not transfer in its entirety to the Service Provider (and/or its Sub-Contractors).

A18.8 The Service Provider will provide the Current Service Provider(s) (or its Sub-Contractors), as soon as practicable, but in any event in good time before the Service Commencement Date with all information which the Current Service Provider (or its Sub-Contractors) may reasonably require to enable it to comply with its information and consultation obligations under TUPE and, if requested, will confirm to the Authority when it has done so and provide a copy to the Authority.

A18.9 The Service Provider warrants and undertakes to the Authority that all information given to the Current Service Provider(s) (or its Sub-Contractors) regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.

A18.10 Clause 31.1 shall be amended so that benefits conferred on the Current Service Provider or its Sub-Contractors under this Clause A18 shall be enforceable by them.

A19 Transfer of Employees on Expiry or Termination

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

- A19.1.1 an anonymised or pseudonymised list of current Service Provider's Personnel and employees and workers of its Sub-Contractors engaged in the provision of the Services (each identified as such in the list) (the "**Staff List**");
- A19.1.2 such of the information specified in Appendix 1 to this Clause A19 as is requested by the Authority in respect of each individual included on the Staff List;
- A19.1.3 in the situation where notice to terminate this Contract has been given, an anonymised or pseudonymised list of any persons who are materially engaged or have been materially engaged during the preceding six months in the provision of the Services, whom the Service Provider considers will not transfer under TUPE for any reason whatsoever together with details of their role and the reasons why the Service Provider thinks such persons will not transfer,

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

- A19.2 The Service Provider will notify the Authority as soon as practicable and in any event within 5 days of the Service Provider becoming aware of any additional or new Staffing Information and any changes to any Staffing Information already provided.
- A19.3 The Service Provider warrants to the Authority and any Replacement Service Provider that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.
- A19.4 Subject to Clause A19.5, the Service Provider will provide the Authority and any Replacement Service Provider with a final Staff List (the "**Final Staff List**") and Staffing Information relating to persons on that list not less than 28 days before the Further Transfer Date.
- A19.5 If the Contract is terminated by either Party in accordance with Clause 27.3 or by the Authority in accordance with Clause 27.1, 27.2, 27.4 or 27.5 then the Final Staff List will be provided by the Service Provider to the Authority as soon as practicable and no later than 14 days after the date of termination of the Contract.

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

- A19.9 The Service Provider agrees that the Authority will be permitted to disclose any information provided to it under this Clause A19 in anonymised or pseudonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any third party engaged by the Authority to review the delivery of the Services and to any Replacement Service Provider.
- A19.10 If TUPE applies on the expiry or termination of the Contract, on the termination or variation of any Service or any part of such a Service, or on the appointment of a Replacement Service Provider, the following will apply:
- A19.10.1 The contracts of employment or engagement of the Re-Transferring Personnel (or relevant parts thereof) will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Service Provider (or its Sub-Contractor) (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).
- A19.10.2 During the Relevant Period the Service Provider will:
- A19.10.2.1 provide the Authority or Replacement Service Provider (as appropriate) with access to such employment and payroll records as the Authority or Replacement Service Provider (as appropriate) may require to put in place the administrative arrangements for the transfer of the contracts of employment or engagement of the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);
- A19.10.2.2 allow the Authority or Replacement Service Provider (as appropriate) to have copies of any of those employment and payroll records;
- A19.10.2.3 provide all original employment or engagement records relating to the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate) when required in order to facilitate the transfer; and

A19.10.2.4 co-operate with the Authority and any Replacement Service Provider in the orderly management of the transfer of employment or engagement of the Re-Transferring Personnel which may include, without limitation:

- (a) re-allocating the time spent on the Services by any person on the Staff List, in each case before the Further Transfer Date (so that they are or are not (as required by the Authority and/or Replacement Service Provider) then Re-Transferring Personnel), where the role of any such person would otherwise become fragmented between two (or more) employers on the Further Transfer Date and, in the reasonable opinion of the Authority or the Replacement Service Provider, such fragmentation would not be workable and/or would result, or would be deemed by such relevant person on the Staff List to result, in the worsening of working conditions of that person or adversely impact upon the protection afforded to that person by TUPE; and
- (b) permitting the Authority or Replacement Service Provider upon reasonable request to consult with the Re-Transferring Personnel or their representatives before the Further Transfer Date in relation to measures connected to the transfer of their employment or engagement (or any part thereof).

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

A19.10.3 The Service Provider warrants to each of the Authority and the Replacement Service Provider that as at the Further Transfer Date no Re-Transferring Personnel (except where the Service Provider has notified the Authority and

the Replacement Service Provider (if appointed) in writing to the contrary) to the Service Provider's knowledge:

A19.10.3.1 is under notice of termination;

A19.10.3.2 is on long-term sick leave;

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

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

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

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

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

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

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

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

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

A19.10.4.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Service Provider or any Sub-

Contractor which fall due in the period up to the Further Transfer Date;

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

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

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

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

A19.10.5.2 the Authority or (where appointed) any Replacement Service Provider will be responsible for the Employment Costs relating to the period on and after the Further Transfer Date (provided that if any contract of employment or engagement transfers in part, this shall only apply to the Employment Costs relating to the transferred part),

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

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

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

A19.10.6.2 any act or omission (whether alleged or actual) by or on behalf of the Service Provider (or its Sub-Contractors) in respect of the Re-

Transferring Personnel whether occurring before on or after the Further Transfer Date;

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

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

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

A19.10.6.6 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any Re-Transferring Personnel who continues to be employed or engaged in part by the Service Provider after the Further Transfer Date and which arises directly or indirectly out of or in connection with that retained employment or engagement or its termination.

For the avoidance of doubt, the Service Provider shall have full liability under this Clause A19.10.6 if it is held or alleged that: (a) the contract of employment or engagement as at immediately prior to the Further Transfer Date of any of the Re-Transferring Employees does not transfer in its entirety to the Authority and/or any Replacement Service Provider (and/or its/their Sub-Contractors) and/or (b) liability for any such contract of employment or engagement of any such Re-Transferring Employees does not transfer in its entirety to the Authority

and/or any Replacement Service Provider (and/or its/their Sub-Contractors).

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

A19.12 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Contract and for 2 years following the date of expiry or earlier termination of the Contract the Authority will be given reasonable access to and be allowed to consult with any person, consultant or employee who, at that time:

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

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

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

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

A19.14 For the purposes of this Clause A19, any reference to the Authority shall also include any member of the Authority Group to which any Re-Transferring Staff or liability relating thereto does or is alleged to transfer under TUPE. For the avoidance of doubt, any such member of the Authority Group shall be able to enforce the terms of this Clause A19 in accordance with Clause 31.1.

Appendix 1 to Clause A19

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

- Amount of time spent on the Services (or any part of the Services specified by the Authority)
- Organisational chart and such other information about the organisation of the workforce involved in the Services (and any part thereof) as the Authority may require
- Age
- 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 Service Provider'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, immigration 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

A21 Sub-contractor Warranty

- A21.1 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.

A29 Equality, Diversity and Inclusion

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

“EDI Action Plan”	means the strategic equality, diversity and inclusion action plan as negotiated and agreed by the Parties and attached to this Clause A29 at Appendix 2; and
“EDI Policy”	means a written policy setting out how a Service Provider will promote equality, diversity and inclusion;

“Equality Statement”

means a short written statement setting out how a Service Provider will embed equality, diversity and inclusion in its performance of the Contract; and

“Minimum Records”

means all information relating to the Service Provider's performance of and compliance with Clause A29 and the adoption and implementation of an EDI Action Plan, by each subcontractor and, where applicable, subject to the provisions of Clause A29.3, indirect subcontractor, of the Service Provider.

EDI Policy

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

EDI Action Plan

- A29.3 Where a contract has a contract value of over £5 million and for the duration of the Contract, the Service Provider shall comply with the agreed EDI Action Plan and shall procure that each of its subcontractors:

A29.3.1 adopts and implements; and

A29.3.2 in respect of indirect subcontractors, uses reasonable endeavours to procure that those indirect subcontractors adopt and implement, a strategic equality and diversity 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 EDI Action Plan.

Equality Statement

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

Monitoring and Reporting

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

A29.5 Subject to Clause A29.3, the Service Provider shall use reasonable endeavours to provide the Authority on the date of this Contract and subsequently every 12 months from that date or such other frequency as the Authority may reasonably request, with the following information:

A29.5.1 an annual report on performance and compliance with the equality, diversity and inclusion provisions as set out in Clause A29.3. The annual report should set out:

- (a) the performance of the Service Provider over the past 12 months in relation to the EDI Action Plan;
- (b) employee breakdown: the proportion of its employees engaged in the performance of the Contract to the extent reasonably possible, the employees of its subcontractors or indirect subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of the Contract who are:
 - of non-white British origin or who classify themselves as being non-white British;
 - female;
 - from the local community;
 - disabled;
- (c) expenditure breakdown: a statement broken down by activity and material type of how they have used and how much has been spent with:
 - Small and Medium Enterprises;
 - BAME businesses;
 - suppliers from other under-represented or protected groups;
 - suppliers demonstrating a diverse workforce composition.

A29.6 Progress and approval (where due) of actions will be monitored via four weekly (or as otherwise agreed) progress meetings with the Authority. The Service Provider shall provide a written update prior to the progress meetings and should request additional meetings (if

necessary) with the Authority to discuss progress or seek sign-off for completed actions.

- A29.7 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 in the collection and reporting of the information to the Authority pursuant to Clause A29.5.

EDI Audit

- A29.8 The Authority or its nominee may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with Clause A29. The Authority's rights pursuant to this clause shall audit of include any and all documents and records of the Service Provider and its subcontractors and, where applicable, subject to the provisions of Clause A29.3, indirect subcontractors, and shall include the Minimum Records.
- A29.9 The Service Provider shall maintain and retain the Minimum Records for a minimum of 6 years from the termination or expiry of the Contract. The Service Provider shall procure that each of its subcontractors and, where applicable subject to the provisions of Clause A29.3, indirect subcontractors, shall maintain and retain records equivalent to the Service Provider's Minimum Records for a minimum of 6 years from the termination or expiry of the Contract. The Service Provider shall procure that each subcontract between it and its subcontractors and, where applicable, subject to the provisions of Clause A29.3, each subcontract between its subcontractors and any indirect subcontractors of the Service Provider, shall contain rights of audit in favour of and enforceable by the Authority substantially equivalent to those granted by the Service Provider pursuant to Clause A29.
- A29.10 The Authority shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider and each subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Contract and each relevant subcontract.
- A29.11 The Service Provider shall promptly provide, and procure that its subcontractors and, where applicable subject to the provisions of Clause A29.3, indirect subcontractors, promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
- A29.11.1 granting or procuring the grant of access to any premises used in the Service Provider's performance of the Contract or in its relevant subcontractor or indirect subcontractor's performance of its subcontract, whether the Service Provider's own premises or otherwise;

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

Gender Neutral Language

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

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

Definitions and terminology	Meaning
Accessibility	This term refers to the design of products, devices, services, or environments that is inclusive of disabled people.
Black Asian and Minority Ethnic (BAME) Groups	Ethnic groups who have a common experience of discrimination based on their skin colour or ethnic origin. Individuals may self-identify in different ways but BAME is the collective term used by TfL to describe people who may have this range of experiences.
Disability	Physical or mental impairment that has a 'substantial' and 'long-term' negative effect on a person's ability to do normal daily activities.
Diversity	Recognising, respecting and valuing a wide set of differences and understanding that an individual's opportunities are impacted by characteristics beyond those protected by legislation, e.g. class, family background, political views, union membership etc.
Equality	Recognising and respecting differences, including different needs, to ensure that everyone: • can live their lives free from discrimination; • knows their rights will be protected; and • has what they need to succeed in life. Equality is about ensuring equality of opportunity by tackling the barriers that some groups face and making London fairer by narrowing the social and economic divides that separate people. The characteristics protected by equality legislation are age, disability, gender, gender reassignment, ethnicity, pregnancy and maternity, religion and/or belief and sexual orientation.
Equality Impact Assessments (EqIA)	As a public body, TfL is bound by the Public Sector Equality Duty (PSED) under the Equality Act 2010. An EqIA is a tool used to demonstrate that TfL has met its PSED duties. Like a risk assessment process, an EqIA is a process that helps TfL to make more inclusive decisions and to make sure that TfL's programmes, policies, projects and the way TfL designs, builds and operates services works well for TfL staff and customers.
Ethnicity	An individual's identification with a group sharing any or all of the following: country of origin, cultural origins or practice, language, nationality religion, skin colour.
Gender	The social differences between women and men that have been learned are changeable over time and have wide variations both within and between cultures. The

	term is often used to differentiate from 'sex', a term referring to biological differences. It is important to note that some people consider themselves to be 'gender fluid' (someone whose sense of their gender may vary) or 'gender non-binary' (someone who does not wish to be defined as male or female).
Gay	Refers to a man who has a romantic and/or sexual orientation towards men. Also a generic term for lesbian and gay sexuality - some women define themselves as gay rather than lesbian.
Inclusion	Removing barriers and taking steps to create equality, harness diversity and produce safe, welcoming communities and cultures that encourage innovative and fresh ways of thinking and allow people to speak up, especially to suggest where things could be done better.
Inclusive Design	Creating environments which everyone can use to access and benefit from the full range of opportunities available, confidently, independently, with choice and dignity, which avoids separation or segregation and is made up of places and spaces that acknowledge diversity and difference, meeting the needs of everyone in society.
Lesbian	Refers to a woman who has a romantic and/or sexual orientation towards women.
Neurodiverse	A concept where neurological differences are recognised and respected in the same way as any other human difference.
Non-Binary	An umbrella term for people whose gender identity is not comfortably expressed by 'man' or 'woman'. Non-binary identities are varied and can include people who identify with some aspects of binary identities, while others reject them entirely.
Pay gap	Difference between the average pay of two different groups of people, for example men and women, or groups from different ethnic backgrounds.
Sexual Orientation	A person's emotional, physical and/or sexual attraction, and the expression of that attraction.
Supplier Diversity	Diverse suppliers are from one of the following five categories: 1. Small and Medium Enterprises (SMEs). A small enterprise is a business which has both 0-49 full-time equivalent employees and either: • turnover per annum of no more than £5.6 million net (or £6.72 million gross) in the last financial year; or • balance sheet total of no more than £2.8 million net (£3.36 million gross).

A medium enterprise is a business which has both 50-249 full-time equivalent employees and either;

- turnover per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year; or
- balance sheet total of no more than £11.4 million net (or £13.68 million gross).

2. A minority-led business is a business which is 51% or more owned by members of one or more BAME groups. Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'white British'. The minority ethnic classification groups used by TfL for monitoring purposes are those taken from the census:

Ethnic group	Racial Origin
White British	Irish Any other White background
Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background
Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background
Black or Black British	Caribbean African Any other Black background
Chinese or other Ethnic Group	Chinese Any other ethnic group

3. A supplier from

an under-represented group which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):

- women;
- disabled people;
- lesbians, gay men, bisexual people;
- trans people;
- older people (aged 60 or over); and
- younger people (aged 24 or under).

4. A supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups or alternatively,

	ownership by a social enterprise or a voluntary/community organisation). 5. Suppliers demonstrating a diverse workforce composition are those with full time equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed above.
Trans or transgender	Current terminology for people who do not want to live as the sex they were assigned at birth.
Young adults, children and young people	Young adults are people aged 16 to 24, whether in education or employment. Children and young people can be further subdivided into: i) Young children – those that use the transport network escorted by parents or carers. ii) School children – those, usually aged between 11-16 at secondary school, that use the transport network independently or with members of their peer group.

Appendix 2 to Clause A29 – EDI Action Plan

Not required for Minimum demand volumes. Required if demand volumes are forecast to exceed £5m in value over the period of the contract.

The specific example below is purely for illustrative purposes.

EDI Objective	Current position/ baseline	Action	Timing	Person responsible	Resources	KPIs
Recruit and retain a workforce reflective of the local area	From workforce diversity statistics					
Move all staff onto London Living Wage						
Collect and analyses diversity data						
Reduce gender pay gap						
Inclusive recruitment training for hiring managers						
Managing diversity for all line managers/ supervisors						
Inclusive customer service for all public facing staff						

Strategic Labour Needs

A2.1 In this Clause A2, the following term shall have the corresponding meaning:

“Quarterly SLNT Monitoring Report” means the report to be prepared by the Service Provider in the form set out at Appendix 1 (*Quarterly SLNT Monitoring Report Template*) to this Clause A2 and submitted to the Authority in accordance with Clause A2.3.

A2.2 TfL is committed to developing green skills in London and the recommendations in the Department for Transport’s Transport Infrastructure Skills Strategy (TISS) https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/495900/transport-infrastructure-strategy-building-sustainable-skills.pdf. The strategy outlines the need to build sustainable skills in the transport and infrastructure sector, and commits to:

A2.2.1 delivering 30,000 new apprenticeships by 2020, reflecting the government’s overall apprenticeship target and funding from the apprenticeship levy;

A2.2.2 ensuring the right mix of apprenticeships is on offer for the sector, including many at higher levels;

A2.2.3 meeting the challenge of new technologies by upskilling the existing workforce;

A2.2.4 promoting transport and engineering as a career of choice for the brightest and best;

A2.2.5 encouraging greater diversity in the workforce, setting an ambition for 20% of new entrants to engineering and technical apprenticeships in the transport sector to be women by 2020, and to achieve parity with the working population at the latest by 2030;and

A2.2.6 a 20% increase in the number of BAME candidates undertaking apprenticeships by 2020.

A2.3 Please note, any references to 2020 targets should be considered as current for the purposes of this contract, until such time that the Department for Transport publishes revised targets.

- A2.4 The Service Provider shall provide the Authority with a Quarterly SLNT Monitoring Report within ten (10) Business Days of the quarter end date in order to report any relevant skills and employment activity in connection with the Contract using the Quarterly SLNT Monitoring Report.
- A2. 5 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 A2.3 above.

Appendix 1 to Clause A2

Quarterly SLNT Monitoring Report Template

Sheet 1

SLNT Reporting Table						
Organisation						
TfL Contract / Project						
Date						
SLNT Reporting Period (Quarter)						
SLNT Activity Area	Priority Output	Outputs this Period	Total Outputs to date	Cross Check		Additional Detail / Information
				SLNT Value	SLNT Totals	
Apprentices <i>(monitoring data to be provided on Sheet 3)</i>						
New Entrant - Level 2-3 (FTE)	Y			1	0	
New Entrant - Level 4+ (FTE)	Y			1.5	0	
Social Mobility - Level 2-3 (FTE)	Y			1	0	
Social Mobility - Level 4+ (FTE)	Y			1.5	0	
Exisiting Employee - Level 2-3 (FTE)	Y			1	0	
Exisiting Employee - Level 4+ (FTE)	Y			1.5	0	
Apprenticeship Success <i>(monitoring data to be provided on Sheet 2)</i>						
Completion (FTE)				1	0	
Job Creation <i>(monitoring data for placements to be provided on Sheet 2)</i>						
Social Mobility (FTE)				1	0	
Job Creation <i>(monitoring data to be provided on Sheet 2)</i>						
Targeted Placement Position (Days)				10	0	
Placement Positions (Days)				20	0	
Educational Engagement (Days)				20	0	
				Total SLNT Activity	0	
				Priority Activities	0	

SCHEDULE 3 – SPECIFICATION



Volume 2 Specification

Multi Occupancy Accessible Transport (MOAT)

TfL Procurement Reference Number: tfl_scp_002205

Transport for London
10th Floor, Palestra Building
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1 PURPOSE

The requirement is for a number of locally based Service Providers to provide multi occupancy accessible vehicle transport across borough groupings in all 33 London Boroughs to support the London Dial a Ride Service.

The services are:

- Provision of driver plus vehicle for an 8 hour shift, on a range of shifts including early and late on Monday to Sunday. The contracts for these services will be for 5 years with a TfL option to extend to 7 years.
- Ad hoc provision of additional driver and vehicle to respond flexibly to variations in DaR's service demand and/or deployment of its own drivers and vehicles.
- For the above services, vehicles and drivers contracted to DaR will operate exclusively on DaR activities during the contracted hours. It will not be permitted for the Service Provider to undertake work or carry passengers for other service commissioners whilst the vehicles are contracted to DaR.

2 SCOPE

2.1 Geographical Lots

2.1.1 The MOAT tender specification comprises 10 geographical Lots which are based on DaR service requirements. Details of the geographical Lots are shown in Appendix 1

2.1.2 Provision of driver and vehicle for an 8 hour shift on a range of early /late between Monday to Sunday (excl. public holidays & some other holiday periods by arrangement). The contracts for these shifts will be for 5 years with a TfL option to extend to 7 years.

2.1.3 For the minimum shift requirement there will be between 48 - 58 shifts per day Monday to Friday across all 10 Lots with reduced requirement on Saturday/Sunday (29 and 16 shifts respectively across all Lots) . To be provided by up to 10 suppliers who are geographically locally based. Details of duty requirements in each Lot are shown in Appendix 2

2.1.4 For the preferred shift requirement there will be up to between 57 – 69 shifts per day Monday to Friday across all 10 Lots with reduced requirement on Saturday / Sunday (40 and 32 shifts respectively). To be

provided by up to 10 suppliers who are geographically locally based. Details of duty requirements in each Lot are shown in Appendix 2

2.1.5 Ad hoc provision of additional driver and vehicle to respond flexibly to variations in DaR's service demand and/or deployment of its own drivers and vehicles, potentially including:

2.1.6 Pre-Christmas demand peaks during late November to early December

2.1.7 Occasional support to facilitate in service training of DaR drivers

2.1.8 Other DaR operational requirements.

2.1.9 Ad-Hoc Volumes are not guaranteed and are subject to change and variation. These will be called off in line with the terms and conditions of the Agreement of 5 years with a TfL option to extend to 7 years (see Appendix 2).

2.1.10 Table 1 in Appendix 2 sets out the mechanism for agreeing preferred and ad hoc shifts over and above the minimum shift requirement.

2.2 Trip and Demand Profiles

2.2.1 DaR is a demand responsive multi occupancy door to door bus service. Demand profiles vary on a daily basis. DaR focuses on, but is not confined to, trips within a 5 mile radius of origin; the majority of direct trip lengths are less than 3 miles (40% <1 mile, 50% between 1-3 miles). These are likely to form the majority of the work profile for services provided under these contracts.

2.2.2 Most trips will be on a multi-occupancy basis by members travelling from one or more collection points to one or more destinations. Some single occupancy trips may be scheduled. In both cases the members(s) may be accompanied by a companion(s)/carer.

2.2.3 The variance in daily demand profiles will determine the activity levels for each driver and vehicle. Typically a driver/vehicle will undertake 10-40 member trips per day plus companion(s)/carer.

2.2.4 Passenger profiles will vary on a daily basis both in respect of demographic profile and mobility requirements. In general, around 60% will be aged 80 years and over and circa 20% will travel in a wheelchair. Passengers (members) up to the age of 11 years old are required to travel with a guardian/carier. The provider will also be required to transport children of disabled members including babies/infants in appropriate seating.

2.2.5 The majority of trips will involve collections and destinations within London. A smaller number estimated at <1% pan London will involve either collections or drops offs just outside of London. The distance of these collections and drops

offs from London will be limited to a maximum trip distance of around 5 miles radius from the point of origin. All trips are required to either start or finish in a London borough i.e. there will be no non-London to non-London trips.

- 2.2.6 Individual daily schedules for each driver and vehicle will take account of vehicle capacity and configuration to ensure that all pre booked passengers are able to travel. Full Vehicle Specifications are detailed in Appendix 3. All contracts as detailed in section 2.1.1 will be required to use vehicles that can accommodate up to 2 wheelchairs plus 6 seated passengers at the same time. Schedules will also accord with DaR customer services standards relating to passenger on-board time and boarding/alighting times.

2.3 Service and Membership Management

All aspects of the Dial-a-Ride service, membership management, booking and scheduling, are outside of the scope of this specification and will be the responsibility of TfL.

3 BACKGROUND AND OBJECTIVES

DaR has involved external transport providers in the delivery of its services over many years and prior to its management by TfL. Contracts for these services currently fall into two types:

- Multi Occupancy Accessible Transport
- Taxi Consolidator (principally single occupancy transport)

This tender specification is concerned solely with requirements for Multi Occupancy Accessible Transport (MOAT).

In 2017 following a competitive tendering exercise, new MOAT contracts were awarded to 9 not for profit community transport (CT) organisations; the tendering process had not been reserved to CT organisations. The contracts provided for regular work, involving supply of vehicle and driver.

Since 2013 when the MOAT contract was first let, the proportion of DaR trip activity allocated under MOAT has increased from c.6% to c.15%, the increase arising out of:

- Demand for Social Needs Transport services in London being very dynamic in recent years for a variety of reasons and the need for flexibility of delivery options

In 2013, the range of work allocated under MOAT was forecast to be a balanced mix of regular and ad hoc requirements but through changing business need became regular work as was reflected in the 2017 contract.

The experience of using such agreements has demonstrated that working with external suppliers can provide financially efficient service delivery and use of public funds, plus flexible, knowledgeable support.

TfL commissioned a Social Needs Transport Review in 2014 to review how TfL can best provide future services in the knowledge that the number of disabled Londoners was forecast to increase by 40,000 by 2018 and at c.10,000 a year thereafter until 2030. Passenger demands and expectations are not fully known as there are many external influences that will impact these, however many of these disabled Londoners will seek to use TfL's social needs transport services at a time when, as with all public services, funding is becoming more challenging and financial efficiency is at the fore. TfL have determined that they wish to continue and expand the provision of part of its service delivery from external suppliers'.

4 SERVICE OBJECTIVES

DaR is principally a multi-occupancy service and DaR's specification for the provision of these MOAT services is for one or a number of Service Providers operating from local bases in a defined geographical area.

4.1 Service Objectives

DaR objectives for the services to be provided on a local basis are:

- To deliver a consistently, highly reliable, flexible service in defined geographical areas, including, where appropriate to/from locations within a five mile radius of London
- Have detailed local geographical knowledge to minimise possibilities of disruption to service due to delays in locating collection/destination points. The nature of the DaR service as a door to door service, means that this knowledge includes how to access individual residences (e.g. 15th floor of multi storey flats where all access routes are pedestrian only)
- The involvement of friendly, welcoming and helpful drivers who are trained in accordance with DaR standards (see Appendix 5) and fully comply with, the requirements of the contract
- Build up a professional relationship, in so far as service demand patterns permit, with DaR members and the individual nuances of their travel needs
- Reduce the environmental impact through minimising empty mileage (Deadheading) in reaching the scheduled work area on any day
- To provide good quality, well maintained and clean vehicles in accordance with DaR standards (see Appendix 3)
- Promote equality and inclusion within the local community in accordance with the Mayor's Transport Strategy
- To utilise environmentally responsible operational procedures, to operate locally based fleets that have an increasing percentage of low

emission and alternative fuel vehicles and emissions reporting in accordance with TfL's environmental requirements.

- That the service will be fully auditable.

4.2 Performance of the transport system – safety and security

It is vital to ensure that older and disabled Londoners are safe and secure when undertaking their journeys. Safety and security are important for DaR members on all journeys irrespective of whether travelling accompanied or alone. Safety and security of members is a fundamental requisite of these contracts.

4.2.1 Disclosure and Barring Service

All drivers must have an Enhanced Disclosure and Barring Service (DBS) check which must be less than 3 years old and renewed at least every 3 years. All drivers must comply with all legal requirements in relations to working with vulnerable individuals. All other Service Providers' staff that have access to personal information (e.g., address, telephone, trip details) must have a valid Standard DBS check as a contractual minimum.

Drivers and other Service Provider's staff involved in the provision of services to DaR will be required to be familiar with and to comply with DaR's Safeguarding Children and Vulnerable Adults Policy (see Appendix 8).

4.2.2 Driver Training

Drivers must be trained in accordance with DaR required standards (see Appendix 5), and regular monitoring and pro-active management must be carried out by the Service Provider to ensure sustained compliance with DaR service standards. Training records should be available for inspection as required by TfL.

4.2.3 Licence Endorsements

Drivers employed on DaR contracts must not have more than 3 penalty points on their driving licence nor had a conviction for driving under the influence of drink or drugs in the last 10 years.

4.2.4 Driver Identification

Whilst undertaking work for DaR all drivers must display personal identity badges, to include a photograph, name and Service Provider name. DaR may be able to assist with the provision of these if required.

4.2.5 Safety Standards

DaR safety and security standards (see Appendix 3) are to be adhered to including equipment and driver support for passengers accessing and

alighting from the vehicle and to/from the door at their collection/destination address.

4.2.6 Safety Equipment

Vehicles are to be equipped with safety and security equipment which complies with the DaR specification (see Appendix 3); such equipment to be in good working order at all times whilst vehicles are in use on DaR contracts and all staff to be familiar with and comply with the correct operational procedures.

4.2.7 Entering Residences

Drivers undertaking work for DaR are not permitted to cross the threshold of a member's residential premise other than to give them assistance into or out of their front door and always with the member's permission as detailed in the guidance note (Appendix 6)

5 Contract Types and Charges

The Service Provider will charge DaR an inclusive day/hour rates for the driver and vehicle services.

Charges apply to all shift volumes as initially bid, and agreed in the contract against the minimum shift availability volumes whether increased, decreased or stopped.

TfL reserves the right to change shift volumes at will, acting reasonably and providing notice in accordance with the contract.

6 TfL AND DIAL-A-RIDE RESPONSIBILITIES

6.1 Acceptance and scheduling of booking requests

DaR will accept booking requests and schedule requests to the Service Providers' vehicles on a daily basis notifying the Service Provider as per Appendix 13.

6.2 Booking and Scheduling – Day of Operation

DaR will issue daily driver work schedules to the Service Provider by encrypted email or pushing information to mobile data terminals onboard each vehicle, which will include the following information:

- Member's Name, Title and Membership Number.
- Number of passengers including details of any children and companions/carers.

- Journey details – time, pick up address, destination address, and special instructions (e.g. can only travel with an escort/essential carer)
NB. The Service Provider will not be required to provide escorts or carers.
- Information regarding access and support, etc.

There shall be neither any assumed mileage nor fixed daily mileage charge per shift because mileage varies slightly by Lot over time and between Lots and pricing is fully inclusive of any variation in mileage. The Services Provider agrees that the first pick-up of a shift may start anywhere within the specified geographical area although TfL will use best endeavours to schedule runs to start near to a bidder's preferred vehicle start point.

6.3 Communication of Trip Amendments, Additional Trips and Cancellations

DaR will communicate to the Service Provider any variations to issued driver schedules as soon as possible. This will be pushed to the mobile data terminal the driver carries. TfL will provide these devices, one per vehicle. When a variation occurs whilst a driver is on the road the communication will be direct from DaR to the driver's mobile data terminal and if necessary the driver will also be contacted by telephone if any changes are being made within the next 30 minutes.

These arrangements may change slightly during the term of the contract as TfL introduces a new booking and scheduling system.

6.4 Operational communications

DaR will endeavour to advise Service Providers in advance of any known issues that may impact on traffic conditions in the local area. During the operational day DaR will, by group text or via other media, provide real time information to drivers in the event of potential serious service disruption (e.g. road closure due to security alert).

6.5 Best Practice

TfL will provide periodic updates on Best Practice in all relevant areas e.g. equality and inclusion, driver training, wheelchair accessible vehicle design, system developments, health and safety etc.

6.6 Training Approval and Support

All drivers working on DaR contracts will need to be trained in accordance with DaR standards (Appendix 5). DaR should be consulted in the design of driver training programmes, content and accreditation type for drivers participating on these contracts prior to start of contract. TfL will need to approve all driver training programmes. DaR will provide a range of train the trainer and e-learning modules for Service Providers' use. Service Providers will need to have access to adequate training facilities, including computers with internet access to train groups of drivers, other staff and managers as required on TfL supplied training modules.

TfL will consult with the Independent Disability Advisory Group (IDAG), specialist training organisations, disability groups and others where it is considered that this would be beneficial to the service or its customers.

6.7 Meeting Points – DaR Responsibility

- 6.7.1 DaR have determined a number of meeting points at certain venues. These will be shown on the driver work schedule.
- 6.7.2 TfL will provide guidance and expertise on issues concerned with picking up on/in Red Routes, Bus Lanes etc. relating to the Dial-a-Ride service.

6.8 Wheelchairs

- 6.8.1 TfL will provide advice and assistance to identify suitable wheelchair restraints for any vehicle where these are not fitted as standard. TfL will need to approve wheelchair restraints that are used by Service Providers proposed by vehicle manufacturers and/or Service Providers.
- 6.8.2 DaR are progressively issuing Wheelchair Passports to members which document safety and security procedures relevant to a particular wheelchair

and user. Service Provider's drivers must comply with the requirements specified in the passport.

6.9 Meeting Boards

2.1.11 TfL will produce DaR meeting boards and distribute them to the Service Provider. Such boards are to be used by the Service provider to identify themselves whilst undertaking DaR bookings only.

7 SERVICE PROVIDER RESPONSIBILITIES

7.1 High Quality, Reliable, Safe and Flexible Door-to-Door Service

The Service Provider is required to continually adhere to the objectives of the service as detailed in section 4 and other requirements within this specification.

7.2 Service Delivery and Scheduling Requirements

The Service Provider must comply with the daily driver work schedules as issued by the Dial a Ride Management Control Centre (MCC) and any variations notified to the driver during the day. It will be the Service Provider's responsibility to ensure that driver work schedules are distributed, understood and complied with by all drivers.

7.3 Driver Problems or New Instructions

During the driver's duty a number of events may become known that will affect the ability to comply with the schedule or other instructions issued by DaR. These may include, amongst others:

- Passenger not at collection point
- Passenger not wishing to travel
- Passenger on board being taken ill
- Vehicle breakdown
- Serious traffic disruption
- Availability of carer or additional person

In such an event the driver must contact the MCC to notify the issue and seek instructions before proceeding.

7.4 Staffing

7.4.1 The Service Provider is required to ensure that they have appropriately trained staff available who are compliant with DaR's requirements as detailed within this Specification and all legal requirements (including but not limited to

working time regulations, driver licensing, Disclosure and Barring Service) to fulfil contractual requirements.

- 7.4.2 The Service Provider is responsible for ensuring that the operational centres are appropriately staffed or other agreed arrangements are in place to support and deliver the contracted services during all contracted hours.
- 7.4.3 The Service Provider will notify to the MCC not later than the start of the scheduled duty, the name, mobile telephone number and vehicle registration of the driver allocated to each scheduled duty. The Service Provider must allocate mobile phones either on personal issue to a driver or allocated according to rostered duty on a permanent basis as notified to DaR.
- 7.4.4 The Service Provider will ensure that drivers whilst undertaking work for DaR are in possession of and display personal identification as per section 4.2.4

7.5 Query Resolution - Journey Data and Information

- 7.5.1 During the operational day, the Service Provider will be responsible for supplying data that can assist DaR to establish;
- Where the vehicle is
 - The colour, type and make of vehicle
 - Vehicle registration number
 - Journey event information e.g.
 - En route to collection
 - Arrived
 - Passenger on Board
 - Arrived at destination
 - Trip completed
- 7.5.2 This information is required in order to ensure that the MCC is able to meet their objective to resolve most customer or operational queries during the first point of contact. These requirements will change during the term of the contract with the introduction of mobile data terminals.

7.6 Meeting Points – Service Provider Responsibility

- 7.6.1 DaR have organised a number of passenger meeting points. Some of the trips will be booked to collection from these. It is important that when collections from venues where there is a DaR meeting point, drivers use the meeting point as instructed on their work schedule. If any problems are encountered with a specified meeting point these should be notified to DaR through the driver feedback process.

7.7 Highway and Parking Regulations

- 7.7.1 The Service Provider will ensure that drivers are trained in all relevant regulations concerning dropping off, picking up and meeting passengers on roadways where there are Red Routes, Bus Lanes and other restrictions.
- 7.7.2 It is the responsibility of the Service Provider and/or driver to pay any penalties incurred arising from a failure to adhere to traffic and/or parking regulations and for any motoring offence.

7.8 Meeting Boards

- 7.8.1 It is the Service Provider's responsibility to ensure that every vehicle undertaking DaR work is issued with a Dial-a-Ride meeting board and that the driver prominently displays the meeting board in the vehicle so that it is clearly identifiable from outside.
- 7.8.2 Dial-a-Ride Meeting Boards should not be reproduced or altered.
- 7.8.3 DaR Meeting Boards are not to be displayed whilst the vehicle is not on DaR service.

7.9 Complaints from Customer

All complaints will be dealt with in accordance with the standards set in the DaR Customer Charter (see Appendix 9). Customers are to be advised to make any complaints about the service:

- By telephone on 0343 222 7777 Monday to Friday 9am to 4pm.
- By email DAR@tfl.gov.uk
- By letter: London Dial-a-Ride Passenger Services, PO Box 68799
London SE1 4RD

If a complaint is made to a driver or other Service Provider staff, local procedures must be in place to capture these complaints and forward them to DaR on the contact details above, within 24 hours of receiving the complaint.

7.10 Service Complaints

Any customer complaints made to DaR concerning a driver, vehicle or any service related incident will be forwarded by DaR to the Service Provider who will be responsible for obtaining a speedy, full response and relaying this to DaR within seven calendar days of receipt.

7.11 Complaints and Issues about Customers

Complaints concerning unacceptable behaviour by a member to drivers or other passengers should be forwarded to DaR via the driver feedback process (see Appendix 6).

Examples of unacceptable behaviour are;

- Violence or the threat of violence,

- Racist, insulting or threatening behaviour.

Any occurrences of incidents such as these notified to DaR will be investigated by DaR and where possible the outcome relayed to the Service Provider.

Other issues that might occur during the course of providing DaR journeys, such as issues relating to locations, safety or safeguarding issues that need further investigation should also be forwarded to DaR via the driver feedback process (see Appendix 6).

7.12 Communications; Minimum requirements

7.12.1 Urgent Escalation

The Service Provider is required to provide contact details of the operations centre, shift or other on site managers and for urgent escalation purpose the organisation's senior Managers and/or Directors.

7.12.2 Drivers

It is a requirement that every driver undertaking DaR trips carries a working mobile phone. The driver's mobile number must form part of the duty details that are accessible to DaR personnel.

7.12.3 Mobile Data Terminals

These will be provided by DaR and the Service Providers' staff will be responsible for using them in accordance with DaR requirements.

7.12.4 Cyber Crime, Data Protection and Freedom of Information Act

The Service Provider will be required to conform to all relevant legislation and TfL standards and policies regarding Data Protection and Freedom of Information. They will also ensure that these requirements are extended to drivers and that face to face and e-learning modules are delivered to staff as requested by DaR.

7.13 Branding and Marketing

The services provider must ensure that marketing and branding of the service is managed in accordance with TfL policies, standards and requirements. Under no circumstances are symbols, logos, names or any other TfL branding and/or marketing items to be replicated, amended, or used without permission. Neither is the Service Provider permitted to develop any non-approved versions of any TfL branding or marketing items.

7.14 Communications, Road Shows and Events

DaR is keen to ensure that everyone participating in the service is aware of the ethos and concepts of the DaR service. In order to achieve maximum participation the Service Provider will circulate TfL/DaR communications and promote TfL events that are directly concerned with this service and relevant to drivers.

7.15 Lost Property

The Service Provider will be responsible for ensuring that customers do not leave property in vehicles. Where property is left in vehicles the Service Provider will be responsible for reporting this to the MCC without delay where steps will be taken to contact the customer and if successful arrangements will be made for the Service Provider to return the property to the customer at the Service Provider's expense.

Where it is not possible to contact the customer within a reasonable period of time, property found in vehicles should be returned to DaR's MCC or securely held at the Service Provider's operational depot by the Service Provider until contacted by the customer or DaR.

7.16 Accident Reporting

DaR must be informed as soon as possible, but within a maximum of 24 hours, of any accident involving a DaR passenger or Service Provider's vehicle undertaking DaR work whilst there is a passenger on board or in the process of boarding/alighting; this includes assistance to/from the premises. In the event that any passenger needs and/or receives medical attention at the scene of the accident or elsewhere the MCC must be notified by the driver before leaving the scene of the accident or medical emergency. The Service Provider must have systems in place to collect and investigate information regarding accidents and or near misses. Drivers must be trained to recognise what constitutes an accident and how to report this.

Please see Appendix 8 for a flow chart of the correct procedure to follow.

8 CUSTOMER EXPERIENCE

The Service Provider will be responsible for the provision and management of the delivery of the customer experience as defined by TfL. Much of what is listed below could be described as 'driver responsibilities' but for the avoidance of doubt the Service Providers will be responsible for delivering the service and ensuring that every driver involved in the service is aware of his/her responsibilities.

8.1 Door-to-door Service

- 8.1.1 The DaR service is a door-to-door service not a kerb to kerb service.
- 8.1.2 All drivers are required to read and speak English and exercise patience with DaR members who because of age/disability may have difficulty communicating/understanding.
- 8.1.3 Drivers are required to contact the member on arrival at the pick up point. This will frequently involve going to the members' front door which may be located inside residential homes or blocks of flats. At supermarkets, theatres, churches and similar venues the driver will proactively get out of his/her vehicle and locate the member.
- 8.1.4 The driver is required to escort the member from their door or the pick up address to the vehicle carrying any shopping, luggage or mobility equipment that the member requires help with subject to health and safety best practice.
- 8.1.5 Drivers must park in a position that enables the member easy and safe access to/from the vehicle.
- 8.1.6 Where specialist equipment is required to be used e.g. swivel seats, wheelchair ramps etc. it is important that drivers park their vehicles on the appropriate side of the road to enable equipment to be used safely and appropriately.
- 8.1.7 At the destination the driver is similarly required to assist the member out of the vehicle and escort them to the destination address carrying any shopping, luggage or mobility equipment that the member requires assistance with.
- 8.1.8 For the avoidance of doubt it is not acceptable and would be in breach of the specification for drivers to 'sound the horn' on arrival and remain in the vehicle. The driver should leave the vehicle and endeavour to make personal contact as required by DaR procedures.
- 8.1.9 Particular attention needs to be given to members who are visually impaired who may not be able to see a driver. Drivers should approach the member and ask if they are waiting for a DaR vehicle.
- 8.1.10 At supermarkets and similar venues it may be necessary for the driver to request that a member announcement is made in the store.

8.2 Member Contact

- 8.2.1 It is the Service Provider's responsibility to ensure that drivers make contact with members as described above.
- 8.2.2 Robust procedures are provided by the Service Provider to expedite referral to DaR when a member cannot or apparently cannot be contacted (see section 7.3).

8.3 Customer Service Skills

All drivers are required to possess excellent customer service skills and to provide a friendly, helpful and welcoming experience for DaR customers. All drivers undertaking DaR work will be required to have passed TfL supplied e-learning modules in Customer Service, Safeguarding and Data Protection before undertaking any journeys. The Service Provider should pro-actively monitor customer service performance amongst their drivers and providing refresher training on these key modules where necessary.

8.4 Journey Planning

The driver work schedule will provide the order of pick up/destination for all members during the day which provides the basis for the mileage payment. The driver if requested to do so by the member, is required to summarise the intended route between pick up/destination.

8.5 Health and Safety

All drivers must demonstrate best practice methodologies and comply with responsibilities in section 7, including

- Loading, securing and unloading of un-occupied wheelchairs, always using ramps/lifts when pushing wheelchairs with the wheelchair user in situ into and out of the vehicle,
- Securing seat belts where the passenger transfers or uses a standard vehicle seat and requests assistance. Willingly offering to use safety and access features that can make access and egress easier and safer for customers e.g. swivel seats, auxiliary steps, etc. Drivers should inform members of features such as hearing aid induction loops, etc.

8.6 Carriage of Assistance Dogs

All drivers and vehicles will be required to carry assistance dogs.

8.7 Domestic Pets

Members are permitted to travel with domestic pets that are appropriately and safely restrained or in a suitable container.

8.8 Carriage of Companions and Essential Carers

- 8.8.1 Members may take companions with them on journeys as specified on the driver work schedules issued by the MCC. Members must be present the whole time that a companion is being transported i.e. a member cannot be dropped off and then the journey continue with just a companion on board.
- 8.8.2 Companions who are present at the collection point but not detailed on the driver work schedule are not to be permitted travel. The driver should contact the MCC for advice before departing the collection point.
- 8.8.3 Where a member has an essential escort (specified on the driver work schedule) they are not permitted to travel alone; i.e. if there is no essential escort the member cannot travel. **The essential escort is not permitted to travel when the member is not present.**

8.9 Destination Changes

Trips that have been booked with DaR have been agreed with the member and validated to ensure that they fit with TfL's travel policy.

- Changes to the journey including change of destination are not allowed unless agreed with DaR prior to the journey commencing.
- Medical or other emergencies will override the general (no change of destination) requirement. Where a medical or other emergency transpires the service provider is required to inform the MCC at the earliest opportunity during the course of their duty and before leaving the scene of the medical emergency.

8.10 Carriage of Wheelchairs and Scooters

2.1.12 When a member opts to travel seated in their wheelchair, the wheelchair and the member must be secured in accordance with the vehicle manufacturer's guidelines if available and/or DaR Wheelchair passport as appropriate.

- 8.10.1 Where manufacturer's guidelines are not available wheelchairs must be secured using suitable restraints and appropriate harnesses for the passenger. TfL will provide advice on suitable restraining devices and harnesses and will need to approve them.
- 8.10.2 Under no circumstances should drivers permit members to travel in unsecured wheelchairs.

- 8.10.3 If a member wishes to take their wheelchair or scooter with them it must be stored and secured so that it cannot cause injury to themselves and/or other passengers nor become damaged through movement.
- 8.10.4 Scooters are not designed to be used within vehicles. Members who use a scooter are required to transfer from the scooter to a seat within the vehicle.
- 8.10.5 Drivers must use wheelchair ramps/lifts to access and leave the vehicle when a member remains in their wheelchair. It is not acceptable to tip a wheelchair back and lift it into a vehicle.

8.11 Access and Safety Equipment and Features

- 8.11.1 Any accessibility equipment e.g. ramps, swivel seats, etc. and safety equipment e.g. seat belts must be in good working order at the time of collection.
- 8.11.2 DaR will assume that all standard equipment on vehicles is in full working order whenever a vehicle is allocated to undertake a trip. This general assumption will also apply to non-standard equipment that the Service Provider has informed DaR is available.
2.1.13
- 8.11.3 Access and mobility equipment that is requested with the trip request or requested by the customer must be willingly provided e.g. auxiliary steps, swivel seats, wheelchair ramps, etc. where fitted.
- 8.11.4 Where a member states that they are unable to use vehicle entry steps or the driver believes that there may be a safety risk in doing so, the passenger should be boarded/alighted via the lift in accordance with Midas procedures.
- 8.11.5 Drivers should respond to requests to secure seat belts or to offer do so.
- 8.11.6 All passengers must wear seatbelts whilst travelling; unless indicated on the drivers work schedule that they are seatbelt exempt.
- 8.11.7 It is a requirement when transporting children that the appropriate booster seats are provided by the Service Provider and used in accordance with Appendix 11.
- 8.11.8 As with all safety equipment, the seats and boosters must be clean and in good working order.
- 8.11.9 Service Providers will not be required to carry any passengers under the age of 12 months or that require a Stage Zero infant seat.

8.12 Members with Hearing and Sight Impairments

- 8.12.1 Drivers will normally be informed if a member has a hearing or sight impairment.
- 8.12.2 Drivers will be provided with guidance during e-learning modules on appropriate protocols in communicating with members facing these and other communication barriers.
- 8.12.3 When picking up members from supermarkets and other venues that have a sight or hearing impairment it is essential that drivers communicate appropriately and effectively with prospective members and that extra effort is made to identify the member.

8.13 Traffic Calming Measures

Many members will have conditions that make them sensitive to sudden or violent jolts it is therefore a requirement that drivers are aware of this and approach and travel over traffic calming measures and other obstacles slowly.

8.14 Correct Member Check

Members may, where they have elected to do so, carry a DaR ID badge to facilitate recognition at busy collection points, drivers should be aware of this.

Members may also wish to satisfy themselves that the driver is bona fide before boarding their vehicle. Drivers should be prepared to provide journey information e.g. destination address, member name, membership number in order to allay the member's security concerns. Drivers are required to display their personal identity badge at all times whilst undertaking DaR duties (see 4.8).

8.15 Meeting, Boarding and Alighting

Members will require assistance to get from their door to the vehicle, into the vehicle and at the end of the journey to get out of the vehicle and safely into their destination address. Assistance will include personal help and/or carrying luggage, shopping or assisting with mobility equipment.

The daily schedules make allowances for boarding and alighting activity based on known general personal requirements. If a driver believes that insufficient time is allowed for boarding/alighting, it should be brought to the attention of DaR by the Service Provider via the driver feedback procedure (Appendix 6).

8.16 Fares/Gratuities

The service is free for members and therefore drivers are not allowed to ask for, demand or accept money from members either as fares, waiting time or tips/gratuities.

In any instance where a driver is shown to have solicited and/or accepted a financial or other gratuity they may be barred from future working on the DaR service.

8.17 Early/Late Arrival

8.17.1 Members are informed that transport can arrive up to 15 minutes earlier than the time negotiated at the point of booking. If a vehicle arrives any earlier than this the driver may inform the member but the member is not obliged to travel until 15 minutes before the negotiated (booked) time.

8.17.2 Members are informed that transport can arrive up to 15 minutes later than the negotiated time. As soon as a driver realises that they will arrive later than 15 minutes of the negotiated time they must advise the MCC immediately.

2.1.14 8.17.3 Members are generally limited to travelling with the equivalent of two full carrier bags of shopping or a Sholley, in addition to any required mobility equipment.

2.1.15 8.17.4 Drivers are required to provide reasonable assistance and to carry shopping, luggage, etc., and provide assistance with mobility equipment from the member's door or collection address to the vehicle and at the end of the journey to the member's destination address.

9 PERFORMANCE REQUIREMENT STANDARDS & REPORTING

9.1 Trip Delivery

The driver is expected to comply fully with issued schedules and agreed variations as per Appendix 12.

9.2 Pick Ups

9.2.1 DaR's customer service standards require that the pick up is within +/- 15 minutes of the time negotiated with the member when they made their booking. The 30 minute window allows for flexibility by the MCC to schedule the duty with an estimated time different to the negotiated time to accommodate other bookings and for on the day operational flexibility due to, say, traffic conditions.

9.2.2 The driver work schedule issued to the driver from the MCC provides for all variances to be noted. The Service Provider is responsible for ensuring that the worksheets are completed at the end of the day and returned or faxed to the nominated DaR depot.

9.3 Vehicle Types

The agreed vehicle type must comply with the specification as detailed in Appendix 3.

9.4 Service Complaint Responses

- 9.4.1 The Service Provider is responsible for obtaining responses to service related complaints within 7 calendar days of receipt. The response should be comprehensive and where possible supported by evidence.
- 9.4.2 The standard for providing a full response to all complaints within 7 calendar days is 99%. Where it is not possible to provide a full response within this time the Service Provider must provide reasons for this and an expected date for a full response.
- 2.1.16 A full response for the remaining 1% of complaints must be provided within 10 calendar days.

10 QUALITY OF SERVICE MONITORING

DaR will carry out observations, customer satisfaction surveys, mystery shopper exercises and telephone interviews with customers who have used the DaR service. Where appropriate the results of these will be, circulated to and, discussed with the Service Provider.

DaR will use mobile data terminals to service operations which provide for real time and historical vehicle location review. Such information will be utilised for passenger information, service control and quality of service monitoring.

11 CONTRACT AND ACCOUNT MANAGEMENT

In order to satisfy these objectives the following format will be utilised:

11.1 Account Management

DaR will require an account management function from the Service Provider with the objective of:

- 11.1.1 Speedy, efficient and effective resolution of service issues by the Service Provider.
- 11.1.2 Demonstrable commitment to service standards.
- 11.1.3 Effective communication with TfL to ensure the effective and efficient delivery of the service.
- 11.1.4 Corporate updates on fleet size, ownership, financial performance, key management or personnel changes, strategy or business direction changes.

11.2 Contract Performance and Strategic Issues

A quarterly formal meeting where DaR and the Service Provider review performance over the previous quarter and present their strategic issues:

- 11.2.1 DaR – Demand forecasts, performance analysis, customer satisfaction analysis, market research, training improvements, areas of strategic or operational concern, service development opportunities.
- 11.2.2 Service Provider – Performance (including KPIs), innovations, corporate and industry update. KPIs will include, as agreed by the parties:
- Shift delivery levels in line with contract
 - Supplier driver training and standards
 - Supplier action plan on customer feedback to Dial-a-Ride
 - Supplier plan for Skills and Employment (aligned with Responsible Procurement and to be supported by TfL Skills subject matter experts)
- 11.2.3 DaR does not want to be surprised by sudden or unexpected strategic change(s) – it will be a requirement that any material changes that are likely to affect DaR services are communicated in advance to the General Manager of Assisted Transport Services.

11.3 Operational Issues

Day to day telephone contact with a dedicated account manager and/or ad hoc meetings as required, covering the following:

- Administrative issues.
- Service issues/complaints.

11.4 Dynamic and Emergency Contacts

DaR will require continuous telephone access to the senior operations manager and for escalation purposes the operations director of the Service Provider during the hours that the service is operational. The Service Provider will be responsible for ensuring that calls are transferred to cover holidays and periods of non-availability.

11.5 Non Compliance/Non Conformance

Noncompliance or non-conformance to the specification will result in;

- 11.5.1 Initially supportive advice and collaboration to resolve the non-conformity or noncompliance.
- 11.5.2 Continued noncompliance or non-conformity – warning.
- 11.5.3 Persistent or serious non-compliance or non-conformity – variation or cessation of the contract.
- 11.5.4 DaR retain the right to tender for additional Service Providers and/or to reduce volumes.

12 Payments

12.1 Payment Arrangements

12.1.1 The Service Provider will invoice DaR within ten (10) working days of the end of each TfL accounting period and payment will be made after checking the completed duty schedules and associated invoices match within 10 working days by BACS. TfL works on a basis of 13 four-week periods a year for invoicing and performance monitoring.

12.2 Exceptions and Additions

12.2.1 In the event that a driver/vehicle is not available in accordance with DaR standards or for any part of the scheduled duty, payment will only be made for those hours actually worked on behalf of DaR.

12.2.2 If a driver or vehicle returns to or originates from the Service Provider's operational depot or other nominated location at any time other than at commencement and finish of the scheduled duty, time and mileage incurred in making the journey(s) will not be paid for by DaR unless it is due to an agreed incident detailed in Appendix 12.

12.2.3 DaR reserves the right to pay for service improvements, service development, pilots or schemes that it feels will benefit its customers. Such payments will not apply to and will not be made for standard trips or issues covered in this specification.

13 INFORMATION AND DATA MANAGEMENT

The Service Provider will be responsible for handling and storing personal data relating to children and vulnerable people. TfL will require the highest standards of data security at all times whether relating to electronic or paper based records.

The Service Provider will provide copies of the organisations policies in the bid documents for:

- Information technology
- Data management
- Storage and use of Dial-a-Ride customer records
- Document management

DaR will then ensure that the policies fully comply with relevant TfL policies and standards. This will be done by a comparison of the policies.

14 SUSTAINABILITY AND ENVIRONMENT

TfL's commitment to Sustainability extends to Environmental matters. Service Providers are therefore required to comply with the following:

14.1 Environmental policy

TfL has an Environmental Policy Statement (Section 19) by which it is committed to ensuring that its activities make a positive contribution to the protection and improvement of the environment in London.

In undertaking work for TfL, the Service Provider will be required to comply with this commitment (including any amendments as may be notified from time to time).

In addition to TfL's Environmental Policy Statement, TfL is committed to supporting the Mayor's Green Procurement code and in accordance with this, the incorporation or recycled materials is encouraged.

14.2 Low Emissions Zone/Ultra Low emissions Zone (LEZ/ULEZ)

The Mayor's Air Quality Strategy through the Low Emission Zone it is desirable that minibuses up to 5 tonnes gross weight meet a minimum emission standard of Euro 3 for Nitrogen Oxide (NOx) and Particle Matter (PM), and for larger vehicles (more than 5 tonnes gross vehicle weight), and minibuses over 5 tonnes gross weight the equivalent requirement is Euro VI for Nitrogen Oxide (NOx) and Particle Matter (PM).

For the Ultra Low Emission Zone (ULEZ) it is desirable that vehicles minibuses meet a minimum emission standard of Euro 4 Nitrogen Oxide (NOx) for petrol vehicles and Euro 6 for diesel vehicles for Nitrogen Oxide (NOx) and Particle Matter (PM).

There is a planned expansion of ULEZ to extend across all Boroughs from 29 August 2023. There is a grace period **until 26 October 2025** for minibuses providing community transport whereby the ULEZ fee will be waived. The Service Provider will need to register their vehicles to be exempt and more details can be found at the website links below including details of a scrappage scheme to support the upgrade to new vehicles.

The Mayor's Air Quality Strategy has helped reduce air pollutant emissions from passenger vehicle fleets, and TfL are keen to work with the Service Provider to further reduce the environmental impact of the service through the increased use of cleaner, more fuel efficient vehicles over the lifetime of the contract.

All Service Providers under this contract will be expected to comply with the Mayors Air Quality Strategy.

Information regarding the LEZ can be found at the following web address - <http://www.tfl.gov.uk/roadusers/lez/default.aspx>.

Information regarding ULEZ can be found at the following web address - <https://tfl.gov.uk/modes/driving/ultra-low-emission-zone>

15 Health, Safety and Environment Policy

The latest signed TfL HSE Policy is located on the TfL website here:

<https://content.tfl.gov.uk/tfl-safety-health-and-environment-policy.pdf>

16 DEFINITIONS

Ad-hoc shifts: Additional shift volumes that are not guaranteed and subject to change and variation. These could be requested in response to short-term changes to Dial-a-Ride's service demand due to for example, training needs, peaks in customer demand or other operational requirements. TfL would have the option with supplier's agreement which shall not be unreasonably withheld agree to take on any ad hoc shifts and once agreed they would be bound to deliver these shifts in the same way as the minimum level of shifts.

Assisted Transport Service (ATS): TfL business unit which is responsible for the overall governance, membership, trip coordination and on the day operations of door-to-door services provided to members of the London DaR service.

Collection: The location where the passenger will board the vehicle to commence their trip.

Customer: Anyone accepted as eligible for Dial-a-Ride services is known as a customer unless they are travelling in the vehicle when they are known as a passenger.

Deadheading: Out of service mileage undertaken with no passenger on board. Travel to collections or from destinations.

Destination: The location where the passenger will alight from the vehicle at the end of their trip.

Dial-a-Ride (DaR): A Door-to-Door service owned and operated by Transport for London for older and disabled Londoners using small and mid-size wheelchair accessible vehicles and highly trained drivers.

Door-to-Door: This defines the service as requiring customers to be met at their door and escorted to the door at their destination and assisted with mobility equipment, shopping and/or luggage.

Drivers: Drivers who are directly employed by the Service Provider and conducting DaR work schedules.

Electric Wheelchair: Battery powered wheelchair, these are normally larger than standard wheelchairs.

Journey Events; Specific events during a journey including; Arrived, Passenger on Board (POB), Destination/Close Transaction.

London: London is defined as the boundary of the London's thirty three boroughs.

Management Control Centre (MCC); DaR operate their booking and enquiry office at Progress House, 5 Mandela Way, SE1 5SS which is known as the MCC.

Minimum shift level: The minimum number of shifts we expect to be supplied in any lot from day one during the first year of the contract.

Multi Occupancy Trips: A small number of trip requests will be based on multi occupancy. Passengers will be combined into schedules where possible. These schedules will involve collections of more than one passenger from and to the same address e.g. a care home to a day centre. Alternatively multi occupancy schedules may involve picking up two or more unrelated passengers from separate addresses travelling to individual addresses.

Passenger: Anybody travelling on a DaR authorised vehicle, including customers, companions, essential escorts and dependent children.

Preferred shift level: The preferred and maximum number of shifts we would like to be undertaken in any lot. TfL would have the option with supplier's agreement which would not be unreasonably withheld to take on any increase above the minimum number of shifts. Once agreed they would be bound to deliver these shifts in the same way as the minimum level of shifts.

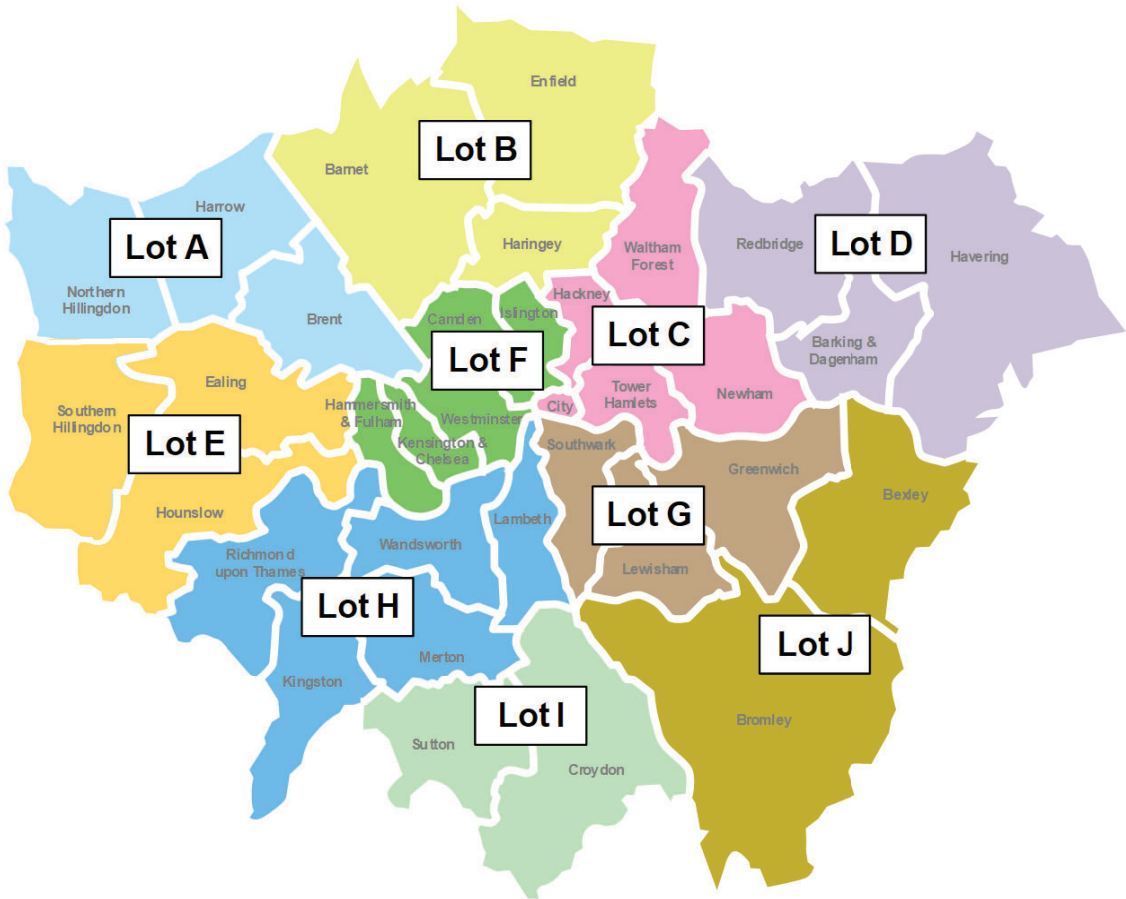
Service Delivery Controllers: are located at the ATS MCC and are responsible for dealing with on the day issues/queries. They will consider appropriate actions in relation to customer no shows. They will also record incidents and exercise their judgement in accordance with their guidelines in relation to additional payments and non-payments.

Service Providers: The suppliers of driver and vehicles on behalf of DaR under contract to TfL.

Standard Wheelchair: A wheelchair that is not powered.

APPENDIX 1 - GEOGRAPHICAL LOTS

MOAT Proposed 10 Geographical Lots



APPENDIX 2 - GEOGRAPHICAL LOTS – DUTIES

Minimum Number of Duties

LOT	Shift	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sub-Total	Total
A	Early	2	2	5	5	5	5	5	29	32
	Late	1	0	1	0	0	0	1	3	
B	Early	1	1	5	5	5	5	5	27	29
	Late	1	0	0	0	0	0	1	2	
C	Early	3	2	7	7	7	7	7	40	46
	Late	2	0	0	0	1	1	2	6	
D	Early	2	1	8	8	8	8	8	43	45
	Late	1	0	0	0	0	0	1	2	
E	Early	3	3	5	5	5	5	5	31	33
	Late	1	0	0	0	0	0	1	2	
F	Early	2	2	6	6	6	6	6	34	36
	Late	1	0	0	0	0	0	1	2	
G	Early	1	1	3	3	3	3	3	17	19
	Late	1	0	0	0	0	0	1	2	
H	Early	2	1	3	3	3	3	3	18	32
	Late	2	2	2	2	2	2	2	14	
I	Early	1	1	3	3	3	3	3	17	19
	Late	1	0	0	0	0	0	1	2	
J	Early	0	0	1	1	1	1	1	5	7
	Late	1	0	0	0	0	0	1	2	
Total Early		17	14	46	46	46	46	46	261	298
Total Late		12	2	3	2	3	3	12	37	
Total		29	16	49	48	49	49	58	298	298

Preferred Number of Duties

Lot	Duty	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sub-Total	Total
A	Early	2	2	5	5	5	5	5	29	36
	Late	2	2	1	0	0	0	2	7	
B	Early	2	2	7	7	7	7	7	39	44
	Late	2	2	0	0	0	0	1	5	
C	Early	4	3	7	7	7	7	7	42	48
	Late	2	0	0	0	1	1	2	6	

Specification

Confidential

D	Early	2	1	8	8	8	8	8	43	50
	Late	1	1	1	1	1	1	1	7	
E	Early	3	3	5	5	5	5	5	31	33
	Late	1	0	0	0	0	0	1	2	
F	Early	3	3	7	7	7	7	7	41	43
	Late	1	0	0	0	0	0	1	2	
G	Early	1	1	3	3	3	3	3	17	19
	Late	1	0	0	0	0	0	1	2	
H	Early	3	2	5	5	5	5	5	30	44
	Late	2	2	2	2	2	2	2	14	
I	Early	2	2	4	4	4	4	4	24	27
	Late	1	1	0	0	0	0	1	3	
J	Early	2	2	3	3	3	3	3	19	28
	Late	3	3	0	0	0	0	3	9	
Total Early		24	21	54	54	54	54	54	315	372
Total Late		16	11	4	3	4	4	15	57	
Total		40	32	58	57	58	58	69	372	372

Early: Duties starting and finishing between 0700-1800 hours

Late: Duties starting and finishing between 1400-2400 hours

Duty length: All Duties are 8 hours duration with 30 minute meal break.
Meal break times be advised concurrent with start and finish times.
Meal breaks will commence no earlier than 2 1/2 hours or later than 5 hours
after commencement of duty.

Minimum vs preferred shifts review periods and agreement mechanism

In all cases we would give **reasonable notice** of any changes based on the factors outlined in the Table 1 below.

Shifts	Definition	Review period	Suggested implementation timescale	Factors considered	Payment
Minimum	The minimum number of shifts we expect to be supplied in any lot from day one during the first year of the contract.	Annually from the start of contract commencement date.	Less than 3 months, and as agreed with Service Provider.	A significant drop in demand would lead to revision in the number minimum shifts required.	Price as agreed in the contract for the type of shift. Liquidated damages apply for non-delivery.
Preferred	The preferred and maximum number of shifts we would like to be undertaken in any lot. Tfl would have the option with supplier's agreement which would not be unreasonably withheld to take on any increase above the minimum number of shifts. Once agreed they would be bound to deliver these shifts in the same way as the minimum level of shifts.	Six-monthly from the contract commencement date.	Less than 6 to 12 months and as agreed with Service Provider.	Once a level of shifts above the minimum was agreed any reduction would be made in response to a significant drop in demand. Lead times to increase the level of shifts from the minimum up to a maximum preferred level would consider timescales to recruit and train further drivers and procure further vehicles.	Price as agreed in the contract for the type of shift e.g., one additional early weekday shift above the minimum shift level would be paid at the same rate as an early weekday shift which is part of the minimum specification. Liquidated damages apply for non-delivery once this change is contractually agreed.

Specification

Confidential

Ad hoc	Additional shift volumes that are not guaranteed and subject to change and variation. These could be requested in response to short-term changes to Dial-a-Ride's service demand due to for example, training needs, peaks in customer demand or other operational requirements. TfL would have the option with supplier's agreement which shall not be unreasonably withheld agree to take on any ad hoc shifts and once agreed they would be bound to deliver these shifts in the same way as the minimum level of shifts.	5 working days notice, as and when short-term changes in demand are anticipated.	Less than 5 working days and as agreed with the Service Provider.	An anticipated short-term change in demand which cannot be covered through Dial-a-Ride in house resources.	Price as agreed in the contract for the type of shift e.g., one additional early weekday shift above the minimum shift level would be paid at the same rate as an early weekday shift which is part of the minimum specification. Liquidated damages apply for non-delivery once this change is contractually agreed.
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APPENDIX 3 - VEHICLES AND EQUIPMENT

1.1 Introduction

- 1.1.1 TfL has invested significantly in improvements to its fleet over the last ten years and as part of this contract will be actively supporting Service Providers whose vehicles meet or exceed the following specifications.
- 1.1.2 The following specification sets out the minimum standards required, alternatives offered should be clearly identified and will be subject to evaluation against the requirement.

1.2 Inspection Process

DaR may inspect vehicles against specification and compliance of all legislation regarding road worthiness at any time.

1.3 Vehicle Specification

- 1.3.1 The vehicle should be able to demonstrate it was designed or modified for use as a DaR vehicle suitable for the carriage of people who cannot otherwise access mainstream transport.
- 1.3.2 The preferred option is of low floor design for at least the majority of its length and be capable of carriage of wheelchairs in the low floor area.
- 1.3.3 Styling should be of a modern image and provide an appearance that links care of the environment with sound operational requirements.
- 1.3.4 Vehicles must conform to all relevant current legislation and take into account any intended legislation changes that would impact the quality of the service within the 1st year of contract.

1.4 Dimensions and Capacities

Vehicle operated must fall within the following requirements:

- 1.4.1 Vehicle capacity "Overall capacity (includes demountables and wheelchairs) 8 passengers.
- 1.4.2 Vehicles with 2 wheelchair positions plus 6 ambulant passengers are preferred; however vehicles with 1 wheelchair space plus at least 7 ambulant passengers are acceptable The design and seat layouts to be approved by DaR prior to contract.

1.5 Chassis/Engine

- 1.5.1 Ultra low sulphur diesel or Bio diesel fuel.
- 1.5.2 The preferred specification is for engines to achieve Euro 6 by design or exhaust after treatment fitment. Alternative specifications that comply with ULEZ will be acceptable.

1.6 Gearbox

Fully automatic transmission is preferred, set to economy settings for environmental considerations; however manual transmissions will also be acceptable.

1.7 Body shell and Structure

1.7.1 Fire Retardancy – Vehicles and their component parts should be able to achieve Class 1 fire retardancy as a minimum. A statement should be provided on levels achieved as part of this tender response.

1.7.2 Noise insulation and vibrations – The maximum acceptable level of noise in the interior saloon and exterior noise characteristics is 74DB.

1.8 Seating

Forward facing seats are the preferred layout except where the chassis design necessitates inward or rearward facing. Seating layout diagrams must be provided with the bidder's response and should include luggage space for shopping bags or sholleys.

1.9 Notices Labels, signs or logos

Provisions to be made for the fitting of free issue interior and exterior vinyl's or notices as provided by DaR.

1.10 Special Equipment

Wheelchair restraints systems: A written response is required as to the type of restraints system utilised on the proposed vehicles: DaR operates a passport scheme with information directed at the safe and secure restraint of most wheelchairs types available on the market today. The restraints system employed must demonstrate total flexibility in this area.

1.11 On board Communications

A statement is required within the tender response on the type of communication available to the driver for the purpose of contacting customers or depot in case of unforeseen occurrences.

1.12 CCTV

The fitment of CCTV is preferred on all vehicles used on this contract. Coverage of areas such as entrance door steps and saloon seating are considered mandatory. This captured evidence can be vital in some instances covering incident investigations.

1.13 Vehicle locations /Tracking systems

Vehicles equipped with location/tracking systems are considered preferable. A statement on type and operational dimensions should be included in the tender response.

1.14 Cleaning

As part of the service provided all vehicles will be free from interior dirt build up, rubbish and dust. The exterior of the vehicles shall be maintained to a high standard (see section 4).

1.15 Vehicle locations /Tracking systems

Vehicles equipped with location/tracking systems are considered preferable. DaR's proposals for the introduction of mobile data terminals will supersede this during the course of the contracts.

APPENDIX 4 - DRIVER TRAINING

All drivers involved in the delivery of the Dial-a-Ride service should be accredited with the equivalent of MIDAS and PATS training, have undertaken and have passed the required e-learning modules provided by TfL before working on Dial-a-Ride journeys. In addition, drivers must have undertaken training provided by the Service Provider that meets the DaR training standards as detailed below, before working on DaR journeys.

The Dial-a-Ride vocational training is designed to provide the Driver Attendants with the knowledge and practical experience needed to be successful in their role.

Unit 1: Introduction to the Dial-a-Ride service Description of unit

This unit provides an introduction to Transport for London (TfL), the Dial-a-Ride service and the driver attendant's role. Learners will look at the structure of TfL and Dial-a-Ride, their role within the company and the main knowledge and skills required operating efficiently in that role.

Summary of outcomes

To achieve this unit a candidate must:

1. Describe the structure and development of Transport for London and Dial-a-Ride
2. Explain driver schedules and demonstrate route planning skills
3. Explain the importance and operation of communications
4. Identify highway code and parking regulations that apply to Dial-a-Ride vehicles

Unit 2: Health, safety and manual handling Description of unit

The unit covers relevant aspects of health and safety relevant to Dial-a-ride driver attendants. Learners should recognise their responsibilities in respect of their own health and safety and that of colleagues and passengers. The unit also covers aspects of first aid required by driver attendants. Note that a certificate from an HSE approved appointed persons first aid course will satisfy the assessment requirements for the outcome and assessment criteria related to first aid.

Summary of outcomes

To achieve this unit a candidate must:

1. Describe the driver attendant's role in relation to health and safety
2. Explain Dial-a-Ride policies in relation to the safe conveyance of passengers
3. Carry out a risk assessment for an operation in relation to conveying Dial-a-Ride passengers
4. Demonstrate the correct use of wheelchair and passenger restraints

5. Demonstrate manual handling techniques
6. Demonstrate an awareness of first aid principles and procedures
7. Describe the appropriate actions to be taken in response to breakdowns and accidents

Unit 3: Driving Skills Description of unit

The unit provides an assessment of driving skills. It requires driver attendants to demonstrate knowledge of good driving practice, understand the hazards related to driving and how these can be minimised.

Summary of outcomes

To achieve this unit a candidate must:

1. Identify principles of good driving practice
2. Identify risks in relation to driving Dial-a-Ride vehicles
3. Apply appropriate defensive driving techniques in a variety of driving situations

Unit 4: Customer care Description of unit

This unit looks at customer care in the context of Dial-a-Ride. Learners will look at the elements of good customer service and the importance of offering a comparable service to customers with disabilities. They will also learn about different disabilities and the implications of these for travel.

Summary of outcomes

To achieve this unit a candidate must:

1. Explain how customer needs and expectations can be met
2. Explain the principle of disability equality
3. Demonstrate an awareness of different disabilities

Evidence of all training must be captured on an individual's training record and made available to DaR on request.

APPENDIX 5 - GUIDANCE TO SERVICE PROVIDERS' DRIVERS ON TRANSPORTING PASSENGERS

1.1 Introduction

DaR passengers consistently give very high satisfaction ratings (Circa 90%) for the helpfulness and courtesy of their driver attendants and with the expansion of the supply network to include third-party providers to provide emergency coverage for vehicle breakdowns, errors, etc. TfL wish to ensure that the service that is supplied is as far as possible consistent with DaR and achieves similar levels of customer satisfaction.

This guidance is being issued to all Service Provider drivers involved in the service to provide clarification in a number of areas relating to picking up and dropping off passengers, to help drivers perform their duties and to avoid any potential conflicts in relation to passengers' expectations.

1.2 Picking up and dropping off passengers

When transporting passengers, a DaR driver, or a driver working for a third-party on behalf of DaR, is expected to provide a door-to-door service.

If the pick up or destination is situated in a block of flats, the door to the pickup address is deemed to be the door to the flat and not the door to the block of flats.

A driver should under normal circumstances:

- Carefully review the collection instructions.
- Ring the doorbell/knock on the door of the collection address; unless the passenger has made an alternative request.
- Check whether a passenger is designated to travel with an essential escort' (displayed as ESC on driver work schedule) is in fact accompanied by such an escort– if an essential escort is not available the passenger must not travel, and MCC must be informed of this immediately
- Identify to the passenger that they are a driver working on behalf of DaR this may involve providing some proof e.g. customer name, destination address, customer membership number.
- Assist a passenger, as necessary, from the front door of the collection address and help them into the vehicle.
- If required, help the passenger in or out of the front door of the collection or destination address.
- If required, help the passenger to lock or unlock their front door.
- If required, assist the passenger with their shopping, bags or luggage from the vehicle to or from the collection or destination address.
- Assist a wheelchair user up or down a step and/or a kerb, but not up or down a flight of stairs.

- Assist (but do not lift) a wheelchair user to transfer to a seat on the vehicle where records indicate that the passenger can transfer, and according to the passenger's wishes.
- If the passenger is not at the pickup location then please follow the procedure in Appendix 10.
- When picking up from a venue other than the customer's home please ensure that you ask them their name and check this against the collection instructions. DaR will not pay for trips where the wrong passenger has been picked up.
- When picking up more than one passenger from a venue other than the customers' homes please ensure that you ask each one of them their name and check this against the collection instructions.

Drivers must not:

- Use their horn to indicate to the passenger that they are outside the collection address – drivers are required to get out of their vehicle and make contact.
- Harass customers to come out early just because they have arrived early to collect them.
- Enter a passenger's home other than to give them assistance into or out of their front door and always with the passengers' permission.
- If the collection or destination address is situated in a block of flats, the door to the collection address is deemed to be the door to the flat, and not the door to the block of flats.
- Remain in the passengers' home longer than is necessary to complete their duties.
- Collect or pay money in shops, banks or at cash point machines on behalf of a passenger.
- Allow stops on route other than for emergencies or medical reasons.
- Solicit or accept tips.

1.3 Procedures for picking up passengers from a block of flats or sheltered housing block

A driver is expected to enter the building and collect the passenger from the front door to the flat, where such assistance is required by the passenger. In these circumstances, drivers should carry their mobile phone with them in case of any difficulties.

1.4 Eating, Drinking and Smoking

Passengers and drivers are legally prohibited from smoking in the vehicle at any time. Passengers and drivers should not eat and/or drink during journeys.

1.5 Baggage limits for passengers

Passengers will be advised that it will normally be possible for them to carry two full average sized bags of shopping (or their equivalent, e.g. four half full bags of shopping) or one sholley. If a passenger will be travelling with a suitcase, or more shopping than normal, they will be advised to inform the booking staff, who will note it on the trip details at the time of booking. If a driver feels a passenger has presented with an unreasonable amount of shopping/luggage/etc. they should contact the MCC to receive further instructions.

1.6 Duty of care

Sub-contractor drivers have a legal duty of care to DaR passengers that extends throughout the passenger's journey from door to door. Failure to follow instructions, guidelines or training at any point during the door to door journey may be viewed as an act of negligence.

1.7 Driver's feedback

If problems occur and a driver feels he or she cannot comply with any of the above, a feedback form (Appendix 6) should be submitted on their return to base and this information provided to DaR.

Examples could include:

- A passenger whose disability had deteriorated and can no longer transfer from a wheelchair;
- A passenger who needs to have a ramp fitted to safely exit their home;
- A passenger who needs more time when boarding and alighting

1.8 Wheelchair and Mobility Equipment Handling

When a customer opts to travel seated in their wheelchair, the wheelchair and the passenger must be secured in accordance with the vehicle manufacturer's guidelines if available.

Where manufacturer's guidelines are not available wheelchairs must be secured using suitable restraints and appropriate harnesses for the passenger. DaR will provide advice on suitable restraining devices and harnesses and approve them.

Under no circumstances should drivers permit customers to travel in unsecured wheelchairs.

If a customer wishes to take their wheelchair or scooter with them it must be stored and secured so that it cannot cause injury to the passenger or become damaged through movement.

As scooters are not designed to be used within vehicles customers who use a scooter are required to transfer from the scooter to a seat within the vehicle.

Drivers must use wheelchair ramps to access and leave the vehicle when a passenger remains in their wheelchair.

1.9 Professional Standards of Conduct

Drivers working for third parties on behalf of DaR are expected to maintain a professional standard of conduct towards our customers and the general public at all times. It is important that drivers are aware that their actions and conduct could be misinterpreted and that they should avoid contact with passengers that is not directly related to their job.

- Drivers should not remain at pick-up/alighting points for longer than it takes to assist customers.
- Meal breaks should not be taken in places other than those designated for public use.

1.10 Information for passengers

DaR will ensure that passengers are aware of the policies outlined in this document through publicity materials.

APPENDIX 6 - DRIVER FEEDBACK PROCESS

The mobile data terminal issued to each vehicle includes an area for drivers to provide any feedback on customer, safeguarding or any other issues they experience whilst out on the road. This comes through to TfL so it can be actioned.

APPENDIX 7 - SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

Section A - Policy

1. Children & vulnerable young people

The Children Act 1989 states the legal definition of a child is 'a person under the age of 18. For the purposes of this policy young people are any persons under the age of 18 and those whom are considered vulnerable.

2. Vulnerable adults

The Safeguarding Vulnerable Groups Act 2006 defines a 'vulnerable adult' as a person aged 18 and over who is:

- Living in residential accommodation including sheltered housing.
- Receiving domiciliary care.
- Receiving support, assistance or advice to help them live independently.
- Detained in custody or under a probation order.
- Requiring assistance in the conduct of his/her affairs.
- Receiving a service or participating in an activity targeted at older people, people with disabilities or with physical or mental health conditions.

3 Abuse

For the purposes of this policy abuse is any behaviour towards a person that deliberately or unknowingly causes him/her harm, endangers life or violates their rights.

Abuse may be:

- Physical.
- Sexual.
- Psychological – repeatedly being made to feel unhappy, humiliated, afraid or devalued by others.
- Financial or material – stealing or denying access to money or possessions.
- Neglect.
- Discriminatory – abuse motivated by discriminatory attitudes towards race, religion, gender, disability or cultural background.

4. Policy Statement

Dial-a-Ride regards the safeguarding of children, young people and vulnerable adults as a priority. This policy outlines the commitment and working practices of dealing with children, young people and vulnerable adults.

London Dial-a-Ride is committed to ensuring that staff working with children, young people and vulnerable adults under go:

- An enhanced disclosure and barring service (DBS)
- If the outcome of a DBS check is pending, staff will only work with children, young people and vulnerable adults in the presence of another staff member who has a satisfactory enhanced DBS check in place.

5. Policy Scope

Children, young people and vulnerable adults as defined in section 1.

6. Responsibilities

London Dial-a-Ride will ensure staff:

- Are adequately trained and supervised.
- Understand and follow this policy.

As part of London Dial-a-Ride's commitment to this policy the senior management team has the overall responsibility to ensuring the policy is in place and is being acted upon. The daily managing and monitoring of the policy is the responsibility of the General Manager who may delegate to the Head of Passenger Services the application of the policy in the day to day working of the organisation. The policy will be reviewed annually and updated where necessary.

Should London Dial-a-Ride have any concerns regarding the policy or any reported incidents it will seek advice, and if appropriate, will contact the appropriate statutory authorities.

This policy compliments the Equality and Inclusion Policy, Health and Safety Policy and Employee Policies already in place.

7. Requirements

If a member of staff should:

- Accidentally hurt a passenger (or witness someone else doing so).
- Witness a passenger misunderstand/misinterpret something a person has done.

- Witness a passenger seem unduly distressed.

The incident should be documented in writing and it should be reported to a Manager as soon as possible. The record should include exactly what happened, or what was seen, what was said and who was there. In addition all accidents must be recorded in the accident book.

Staff should not:

- Get personally involved with our customers.
- Enter an individual's home beyond the threshold other than to give them assistance into or out of their front door and always only with the passenger's permission.
- Collect or pay money in shops, banks or at cash point machines on behalf of a customer.
- Undertake tasks and extra duties for individuals over and above what is required by DaR.
- Solicit or accept tips.
- Smack, hit or physically discipline a child, young person or vulnerable adult.
- Physically restrain a passenger except by holding, which may be used if there is an immediate danger to the customer or other person (if it is necessary to restrain someone, a detailed written report of this occurrence should be documented and given to the Line Manager within 24 hours of the incident).
- Engage in rough, physical or sexually provocative games, including horseplay.
- Allow or engage in inappropriate touching.
- Allow the use of inappropriate language to go unchallenged.
- Make sexually suggestive comments (even in fun).
- Allow allegations regarding a child, young person or vulnerable adult to go unchallenged, unrecorded or not acted upon.
- Do things of a personal nature for a child, young person or vulnerable adult, that they can do for themselves.

It is not the responsibility of anyone working under the auspices of London Dial-a-Ride to take responsibility for or decide whether or not abuse is taking place.

There is a responsibility to protect children, young people and vulnerable adults in order that appropriate agencies can then make enquiries and take any necessary action to protect the individual.

Section B – Procedure

London Dial-a-Ride staff and staff employed by Service Providers are in a unique position with children, young people and vulnerable adults; it is

therefore possible that a child, young person or vulnerable adult may approach them to talk about abuse.

If an employee is approached

- Let them know that someone else will have to be informed-DO NOT PROMISE CONFIDENTIALITY.
- Reassure the child, young person or vulnerable adult that they are doing the right thing.
- Never push for information or question the child, young person or vulnerable adult.
- Make a written note straight away of exactly what they said and record the circumstances or activity that preceded the disclosure.
- Report the disclosure to a Manager as soon as possible.
- The Manager should send a copy of the disclosure to the DaR Head of Passenger Services via personal, confidential email.
- If appropriate the Head of Passenger Services will report the matter to the relevant protection agencies.

The responsibility is to ensure concerns are reported appropriately, it is not the responsibility of London Dial-a-Ride staff to investigate concerns.

If any member of staff notices something which concerns them about a child, young person or vulnerable adult they should report it to a Manager as soon as possible

- The Manager should report the matter to the Head of Assisted Transport Services.
- If appropriate the Head of Assisted Transport Services will report the matter to the relevant protection agencies.

It is important to note that this is only a process of observation and at no point will staff be actively looking for evidence of abuse, but they will act if they notice or are told anything which gives them cause for concern. London Dial-a-Ride and its staff have a responsibility to ensure that concerns are reported appropriately, it is not the responsibility of DaR to investigate the concerns.

If an employee suspects any form of abuse by another member of staff

The following circumstances may lead to a member of staff to suspect that a fellow colleague is abusing a child, young person or vulnerable adult:

- An allegation is made by a child, young person or adult.
- A member of staff notices inappropriate behaviour by another member of staff.

In each case a written record should be made and a Manager immediately informed in strict confidence (if the allegations concern either the Line

Manager or their Line Manager then a member of the Senior Management Team will be informed directly).

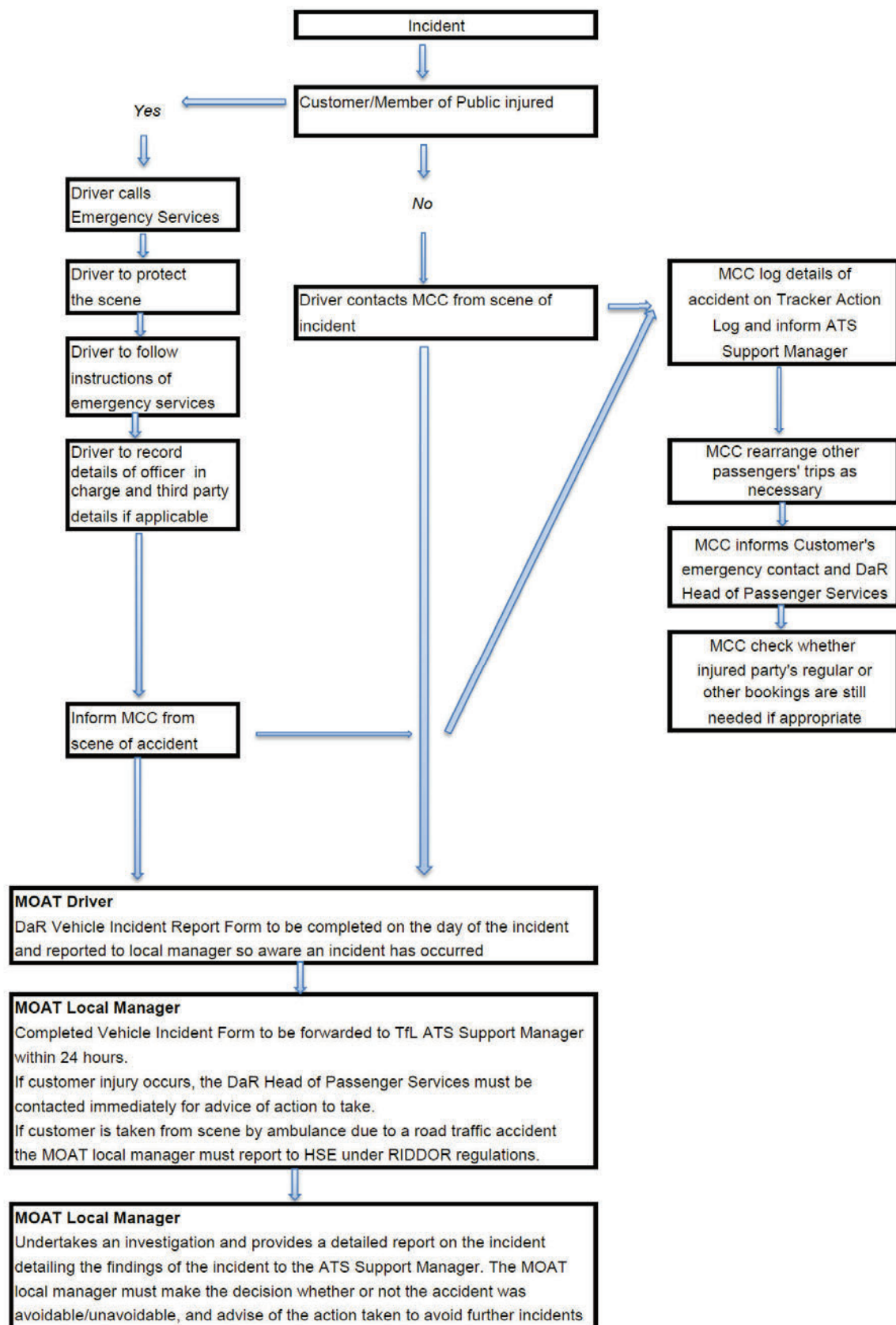
A Manager should also be informed of situations where a member of staff is unsure if the allegation constitutes abuse or not and they are unclear of what action to take.

Social Services will be consulted if there is any doubt and all incidents will be recorded and kept on file in a secure location by the Head of Passenger Services. This is because of the nature of the material and it may be one of a series of instances that cause concern.

If the Line Manager concludes that the allegation constitutes poor practice, they will work with the member of staff to ensure adequate training and supervision is given to prevent further incidents. If they conclude that it constitutes abuse they will report to another Senior Manager and formal disciplinary and criminal procedures may be implemented.

London Dial-a-Ride Senior Management Team assures all staff that it will fully support and protect anyone who, in good faith (without malicious intent), reports his/her concerns about the possibility that a child, young person or vulnerable adult may be experiencing abuse.

APPENDIX 8 – ACCIDENT REPORTING



APPENDIX 9 - DIAL-A-RIDE CUSTOMER CHARTER

Our mission statement

“Enhancing integrated travel in London by delivering, through our people, safe, reliable, efficient and innovative public transport services.”

Our service standards

London Dial-a-Ride will strive to achieve its mission statement by considering the requirements of our customers, our staff, our operational and financial efficiency and our need to be environmentally responsible.

In seeking to achieve a balance between these requirements, we will deliver to our customers by:

- Accepting requests for journeys from individual members or their representatives, or organisations booking on behalf of a number of individual members.
- Doing our best to satisfy all requests for journeys of less than five miles.
- Doing our best to satisfy requests for longer journeys when we are able to.
- Not altering a pick up time by more than 15 minutes either side of the time we have agreed with you, without letting you know in advance.
- Letting you know as soon as possible if your vehicle is going to be delayed by more than 15 minutes.

We will always do our best to satisfy as many requests for transport as we can however there will be occasions when we may have to:

- Decline a request for a journey when we do not have the resources available to provide it.
- Cancel a journey for a reason we cannot control – such as bad weather, a vehicle breakdown or the actions of other people.

If we have to decline a booking request we will always try to let you know within one working day of receiving your request.

We will also:

- Process your fully completed application form as soon as we can - within 5 working days of receipt if you have applied under automatic eligibility and within.
- Respond promptly to inquiries about membership.
- Send out an application pack within one working day of receiving a request.

- Offer you an alternative means of communication if a disability or language barrier makes using the telephone difficult or impossible.
- Ensure that our staff treat you with dignity and respect at all times.
- Provide information about our service in alternative formats and languages if you ask us to.
- Provide assistance to and from the vehicle.
- Allocate you a vehicle suitable to any requirements you have, related to your disability.

What we ask of you

We will always do our best to meet the service standards we have set out in this Charter. In return we ask you to:

- Tell us as soon as possible if you wish to cancel a booking you have made, to enable us to offer the seat to another passenger.
- Be ready to travel at the earliest time our staff have told you that our vehicle may arrive.
- Let us have a telephone number, preferably a mobile telephone number, so that we can contact you in case of problems with your booking.
- Respect the fact that our staff and other passengers have a right to work and to travel without having to tolerate aggressive or abusive behaviour.

If we fail to meet our service standards

If you feel that we have failed to meet any of the service standards set out in this Charter, you can raise the matter:

- By telephone on 0343 222 7777 Monday to Friday 9am to 4pm.
- By email DAR@tfl.gov.uk.
- By letter: **London Dial-a-Ride Passenger Services, PO Box 68799, London SE1P 4RD.**

Our Complaints policy

Our policy is to:

- Welcome comments, complaints and suggestions
- Investigate all complaints
- Find an appropriate solution
- Use comments, complaints and suggestions we receive to improve our services

We will do our best to reply fully to a comment, complaint or suggestion within 15 working days of receiving it. If we cannot give you a full answer within this time, we will contact you within 15 working days to tell you why.

APPENDIX 10 - PROCEDURE WHEN CUSTOMER NOT AT COLLECTION LOCATION

	Passenger collection	not at	Drivers Required	Action	MCC Service Delivery Action	Follow up Actions
1	Estimated time is later than Negotiated time		Call MCC		Provide driver with correct code and advise driver to proceed to next destination/collection.	Service Delivery Coordinator (SDC) tries to contacts customer to establish situation. Will try to send another vehicle if possible.
2	Estimated time is same as Negotiated time		Call MCC		Provide driver with correct code and advise driver to proceed to next destination/collection.	SDC tries to contacts customer to establish situation. Will try to send another vehicle if possible.
3	Estimated time is earlier than Negotiated time. <i>Driver has no spare time before next destination/collection.</i>		Call MCC		If customer unable to travel by taxi ask driver if he can wait while SDC tries to contact customer.	SDC tries to contact customer to establish situation. If needed to wait, SDC and driver agree the appropriate action to prevent driver from running late. e.g. move next trip, agree later collection time with next customer, etc.
4	Estimated time is earlier than Negotiated time. <i>Driver has no spare time before next destination/collection.</i>		Call MCC		If customer is able to travel by taxi, provide driver with correct code and ask them to continue to next destination/collection.	SDC tries to contact customer to establish situation. If contact made, arrange for another driver with spare time or to send a taxi.
5	Estimated time is earlier than Negotiated time. <i>Driver has spare time before next destination/collection.</i>		Wait until Negotiated time, if no customer, call MCC and follow procedure in 2			

APPENDIX 11 – CARRIAGE OF CHILDREN

Carriage of children on behalf of London Dial-a-Ride

Children under the age of 11 must always be accompanied by a person who is over 16 years of age, you will not be required to carry children under the age of 12 months and/or who need a Group 0: child restraint.

ALL CHILDREN LESS THAN 1.35M TALL MUST BE SECURED USING AN APPROPRIATE CHILD RESTRAINT

Group 1: for children weighing 9-18 kg (20-40 lbs) roughly from 9 months - 4 years.

Group 2: for children weighing 15 - 25 kg (33 - 55 lbs) roughly 4 to 6 years.

Group 3: for children weighing 22 - 36 kg (48 - 79 lbs) roughly from 6 - 11 years.

Booster seats that only fit into Group 2 or only into Group 3 are no longer produced and modern booster seats are designed for children between 15kg and 36kg (33 - 79 lbs) roughly from 4 to 11 years.

Booster **cushions** can be approved for Groups 2 and Group 3, although some are only approved for just Group 3. You should ensure your child is within the weight range of any booster seat or booster cushion.

- the belt should be worn as tight as possible
- the lap belt should go over the pelvic region, not the stomach
- the diagonal strap should rest over the shoulder, not the neck

All child restraints should be approved by a professional for use in your vehicles.

No child should travel on a lap or share a belt.

For height-based seats only EU approved ones can be used. These have a label showing a capital 'E' in a circle and 'R129'. For weight-based seats only EU approved ones can be used. These have a label showing a capital 'E' in a circle and 'ECE R44'.

Children over 1.35m in height may use adult belts without any child or booster seat.

APPENDIX 12 PROVISION OF SCHEDULES & TRIP REQUESTS BY DIAL-A-RIDE

Types of Services and Timings

The contracts provide for two distinct types of services as detailed in Scope/Volumes 2.1.1 and 2.1.2. For both types of services earliest and latest times agreed in advance; individual start/finish times within the agreed range for each daily shift will be notified by the DaR Management Control Centre (MCC) by 1500 hours on the day preceding operation.

Daily passenger schedules (driver work schedules) will be provided by the MCC to the Service Provider no earlier than 06:00 on the day of operation but at least 30 minutes prior to the commencement of the advised duty start time.

Driver work schedules will be sent by encrypted email or pushed to the mobile data terminal only. When pushed to the mobile data terminal they will be updated throughout the operational day to reflect any scheduling changes.

NB. To receive drivers work schedules via encrypted email, Service Provider must have latest version of WinZip installed on any PC connected to a local printer.

Dynamic Scheduling

DaR schedules are dynamic with changes occurring up to the time of travel. Cancellations or variations by passengers on the day of operation are typically 8% across each borough. These will be communicated by the MCC direct to the driver on the day by means of mobile phone and/or mobile data terminal. All communications from/to the MCC are recorded and tracked for audit purposes.

Dynamic Driver Schedule Changes

Due to the dynamic nature of its service demand, additional trips may be added to a driver work schedule during the day of operation. These will not impinge upon scheduled meal break or duty finish times except by agreement. All such changes will be communicated as per 5.2 above.

Discretion in Carrying a Passenger

Neither the Service Provider nor individual driver will have any discretion on acceptance of individual passenger. The only exception to this is for an individual driver on the day where to provide the scheduled trip would prejudice the safety and/or security of the member, other passengers or the driver. Any such exceptional occurrence will be required to be dealt with in accordance with DaR's detailed operating procedures.

In the event of any on-going issue between a DaR member and driver, the action to be taken will be the decision of DaR's Head of Assisted Transport Services.

Incidents relating to travel outside of planned schedules

If a driver or vehicle returns to or originates from the Service Provider's operational depot or other nominated location at any time other than at commencement and finish of the scheduled duty, time and mileage incurred in making the journey(s) will not be paid for by DaR unless it is due to an agreed incident:

- Driver sickness necessitating a return to the depot

SCHEDULE 4 – CHARGES

Table of prices per shift by year

	Weekday - Early Shift Starting no earlier than 07:00 and finishing no later than 18:00.	Weekday - Late Shift Starting no earlier than 14:00 and finishing no later than 00:00.	Weekend - Early Shift Starting no earlier than 07:00 and finishing no later than 18:00.	Weekend - Late Shift Starting no earlier than 14:00 and finishing no later than 00:00.	Charges to be included in Contract.
Merton LOT 1 Description: Sutton and Croydon					
Maximum Bid Price Permitted (MBPP)	£286.56		£313.34		
LOT 1 Year 1, 2023/24	15	£4,245.00	1	£300.00	
LOT 1 Year 2, 2024/25	15	£283.00	1	£300.00	£346.24
		£4,245.00	1	£300.00	£330.00
LOT 1 Year 3, 2025/26	15	£283.00	1	£305.00	£330.00
LOT 1 Year 4, 2026/27	15	£283.00	1	£305.00	£340.00
		£4,245.00	1	£305.00	£340.00
LOT 1 Year 5, 2027/28	15	£283.00	1	£305.00	£340.00
LOT 1 Year 6, 2028/29	15	£285.00	1	£310.00	£340.00
		£4,275.00	1	£310.00	£345.00
LOT 1 Year 7, 2029/30	15	£285.00	1	£310.00	£345.00
		£4,275.00	1	£310.00	£345.00
LOT 1 all years (incl opt extension 2 years)					
					£2,011,256.00

SCHEDULE 5 - PROJECT PLAN

This Project Plan sets out days on which the specified Services are to be provided.

Liquidated Damages shall apply if the Supplier fails to perform the Services by the Required Dates as detailed in this Project Plan.

For avoidance of doubt, the Lots to be provided under this contract shall be:

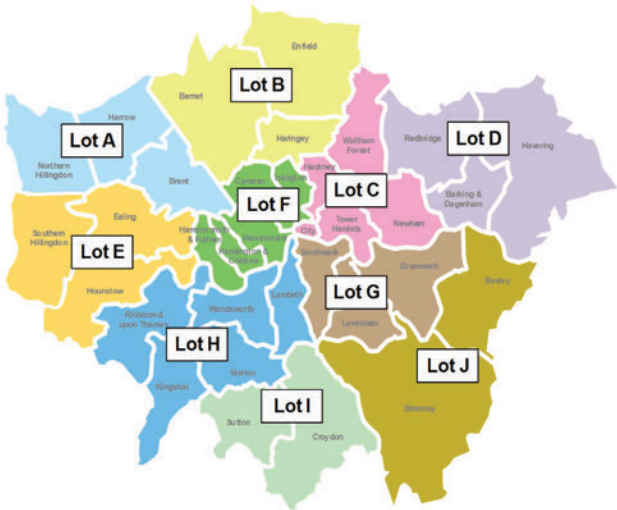
Lot i

The Services shall commence on the first Required Date as follows,

- Shift: **Early**
- Date: **Sunday 1 October 2023**
- Number of shifts on Lot i: (Weekend - Early Shift) **1**

The Services shall be performed thereafter according to the following weekly cycle until termination of the contract:

Contract Period: 1 October 2023 to 30 September 2028 or 2030										
CONTRACTUAL MINIMUM SHIFTS REQUIRED FOR MOAT LOTS. Subject to change following Year 1.										
Please note that Shift Availability on each Required Date is required from 1 October 2023 or contractual Liquidated Damages shall apply.										
LOT	Shift	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sub-Total	Total
A	Early	2	2	5	5	5	5	5	29	32
	Late	1	0	1	0	0	0	1	3	
B	Early	1	1	5	5	5	5	5	27	29
	Late	1	0	0	0	0	0	1	2	
C	Early	3	2	7	7	7	7	7	40	46
	Late	2	0	0	0	1	1	2	6	
D	Early	2	1	8	8	8	8	8	43	45
	Late	1	0	0	0	0	0	1	2	
E	Early	3	3	5	5	5	5	5	31	33
	Late	1	0	0	0	0	0	1	2	
F	Early	2	2	6	6	6	6	6	34	36
	Late	1	0	0	0	0	0	1	2	
G	Early	1	1	3	3	3	3	3	17	19
	Late	1	0	0	0	0	0	1	2	
H	Early	2	1	3	3	3	3	3	18	32
	Late	2	2	2	2	2	2	2	14	
I	Early	1	1	3	3	3	3	3	17	19
	Late	1	0	0	0	0	0	1	2	
J	Early	0	0	1	1	1	1	1	5	7
	Late	1	0	0	0	0	0	1	2	
Total Early		17	14	46	46	46	46	46	261	298
Total Late		12	2	3	2	3	3	12	37	
Total		29	16	49	48	49	49	58	298	298
Early:	Duties starting and finishing between 0700-1800 hours									
Late:	Duties starting and finshing between 1400-2400 hours									
Duty Length:	All Du ies are 8 hours duration with 30 minute meal break.									
	Meal break times be advised concurrent with start and finish times.									
	Meal breaks will commence no earlier than 2 1/2 hours or later than 5 hours after commencement of duty.									



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]*

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.

SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS

Not used.

SCHEDULE 8 – RE-TENDER COOPERATION

Not used.

Certificate Of Completion

Envelope Id: DBC42704DE6A44838FDFD197F4C674B0		Status: Completed
Subject: CW49160 - tfl_scp_002205_i_contract_Merton.pdf		
Source Envelope:		
Document Pages: 172	Signatures: 2	Envelope Originator:
Certificate Pages: 5	Initials: 0	Mohammed Ahmed
AutoNav: Enabled		42-50 Victoria Street
Envelope Stamping: Enabled		, LONDON SW1H 0TL
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London		
		IP Address: 35.242.209.174

Record Tracking

Status: Original	Holder: Mohammed Ahmed	Location: DocuSign
19/6/2023 16:08		

Signer Events	Signature	Timestamp
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		Viewed: 19/6/2023 16:57
CEO		Signed: 19/6/2023 16:59
Security Level: Email, Account Authentication (None)		
Signature Adoption: Pre-selected Style		
Using IP Address: 62.31.154.217		

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Jonathan Wharfe		Sent: 19/6/2023 16:59
		Viewed: 20/6/2023 07:57
P&C Operations director		Signed: 21/6/2023 15:16
TFL		
Security Level: Email, Account Authentication (None)	Signature Adoption: Uploaded Signature Image	
Using IP Address: 209.240.6.89		
Signed using mobile		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	20/6/2023 07:57
Signing Complete	Security Checked	21/6/2023 15:16

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	21/6/2023 15:16
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Transport for London (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Transport for London:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lukethorogood@tfl.gov.uk

To advise Transport for London of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at lukethorogood@tfl.gov.uk and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Transport for London

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to lukethorogood@tfl.gov.uk and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Transport for London

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to lukethorogood@tfl.gov.uk and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Transport for London as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Transport for London during the course of your relationship with Transport for London.