

DATED 03 March 2017

TRANSPORT FOR LONDON (1)

and

Skanska Construction UK Limited t/a Skanska Infrastructure Services

FRAMEWORK AGREEMENT

FOR THE SUPPLY OF AD HOC

STRUCTURAL MAINTENANCE WORKS

LOT 3

CONTRACT REFERENCE NUMBER TfL – 00466 (S)

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SECTION 1

FORM OF AGREEMENT

THIS AGREEMENT is made on *03 March* 2017

BETWEEN

- (1) **TRANSPORT FOR LONDON**, a statutory corporation established under the Greater London Authority Act 1999 of Windsor House, 42-50 Victoria Street, London SW1H 0TL (the "**Company**" which expression shall include its successors and assigns); and
- (2) Skanska Construction UK Limited t/a Skanska Infrastructure Services, a company registered in England and Wales under number 191408 and having its registered office at Maple Cross House, Denham Way, Maple Cross, Rickmansworth, Hertfordshire, WD3 9SW (the "**Contractor**").

RECITALS:

- (1) The Contractor is an expert in the provision of the Works.
- (2) In reliance on that expertise, the Company wishes to appoint the Contractor to provide the Works to it and other members of the TfL Group.
- (3) When the Company or any other member of the TfL Group requests Works from the Contractor, and the Contractor is able to provide such Works, the relevant parties will enter into a separate Contract in accordance with this Agreement.
- (4) Each Contract will incorporate the terms and conditions set out in this Agreement.
- (5) This Contract may be utilised by the Company and any other member of the TfL Group.

WHEREBY IT IS AGREED as follows:

1. General

- 1.1. This Agreement does not place the Company or any member of the TfL Group under any obligation to procure the Works from the Contractor at a particular time or at all.
- 1.2. The following documents shall comprise this Agreement:
 - (a) this Form of Agreement (Section 1);
 - (b) the Framework Particulars (Section 2); and
 - (c) Conditions of Contract (including the Schedules) (Section 3);

together with all other documents included or incorporated by reference in these documents.

2. Commencement and duration

- 2.1. This Agreement shall commence on the Framework Commencement Date and continues in force for the Term unless terminated earlier in accordance with this Agreement.
- 2.2. Expiry or termination of this Agreement shall not, in and of itself, give rise to the expiry or termination of any Contract and each Contract shall continue for the term set out in the relevant Contract unless terminated earlier in accordance with this Agreement. The provisions of this Agreement shall survive expiry or termination to the extent that such provisions are relevant to any Contract the term of which expires beyond expiry of the Term and additionally in accordance with Clause 27.
- 2.3. The Company shall at its own discretion be entitled at any time prior to the expiry of the Term to inform the Contractor of its decision to extend the Term, provided that the aggregate duration of any extension(s) to the Term shall not exceed the period specified in the Framework Particulars. The provisions of this Agreement shall continue to apply mutatis mutandis to any such extension(s) of the Term. Following receipt of a notice from the Contractor, the parties acting reasonably shall agree the scope of the Services being extended. Section 2 – The Framework Particulars will then be amended accordingly.

3. Contract Formation Procedure

- 3.1. At any time during the term of this Agreement, the Company may identify the Works which at its sole discretion it wishes to let under the terms of this Agreement. Any decision by the Company to place an Order under the terms of this Agreement shall be preceded by a Mini-Competition save where the Company, having considered the Applicable Laws and Standards (including the Utilities Contracts Regulations 2016), considers it appropriate to issue an Order to one or more framework suppliers without holding a Mini-Competition.
- 3.2. If pursuant to Clause 3.1, the Company wishes to be provided with a Proposal it shall issue to the relevant contractor(s) an ITT. The ITT shall specify the Works the Company requires including but not limited to the Site and details requested by the draft Order enclosed with the ITT.
- 3.3. On receipt of the ITT, the Contractor shall within two (2) Working Days of the date of issue of the relevant ITT, confirm receipt of such ITT.
- 3.4. If at any stage following receipt of an ITT and in any event not less than five (5) Working Days before the deadline for responding set out in the ITT, the Contractor decides that it does not wish to submit a Proposal in response to such ITT, the Contractor shall notify the Company's Representative in writing that it does not intend to submit a Proposal stating its reasons for not doing so.

- 3.5. If the Contractor receives an ITT, and the Contractor has not notified the Company's Representative that it is declining the ITT in accordance with Clause 3.4 above, the Contractor shall:
- 3.5.1. before submitting its Proposal, visit the location(s) of the Works to ascertain the exact scope and details of the work contained within the ITT, raise all queries and clarifications in respect of the ITT with the Company's Representative and, at the Company's Representative's request, attend any meetings in respect of the ITT. If the Contractor fails to attend any such meetings, the Company reserves the right to exclude the Contractor from continuing to participate in the applicable ITT process;
 - 3.5.2. by the date specified in the ITT (or, if no date is specified, within seven (7) Working Days of the date of issue of such relevant ITT) or by such other date agreed in writing between the Company and the Contractor, complete and issue to the Company a Proposal which shall be in the form set out in Part C of Schedule 2 and shall include in full the information requested by the Company in the relevant ITT and full details of the basis on which the prices have been calculated in accordance with Schedule 4 including confirmation that the price proposed takes account of the location and conditions in which the Works are to be provided.
- 3.6. The Contractor acknowledges and agrees that a Proposal remains valid for at least six (6) months (or such longer period as may be specified in the relevant ITT) from the date such Proposal is submitted to the Company.
- 3.7. On receipt of the Contractor's Proposal pursuant to Clause 3.5 the Company's Representative shall:
- 3.7.1 clarify and confirm any points arising from its review of the Contractor's Proposal with the Contractor and the Contractor shall respond to any such requests for clarification within the period specified by the Company's Representative or, if no such period is specified, within two (2) Working Days of the applicable request for clarification;
 - 3.7.2 be entitled to request any amendments to the Contractor's Proposal, in which event the Contractor shall submit a new Proposal to the Company's Representative in the form set out in Part C to Schedule 2 incorporating the agreed amendments;
 - 3.7.3 be entitled to exclude the Contractor from the applicable ITT process if the Contractor fails to respond to the Company's Representative's requests pursuant to Clauses 3.7.1 or 3.7.2 within the requisite timescales.
- 3.8. If the Company's Representative considers that at least one (1) of the Proposals received satisfies the terms of the ITT, it shall evaluate such Proposals to determine which of them is

the most economically advantageous with reference to the applicable criteria set out in Part E of Schedule 2 as indicated by the ITT.

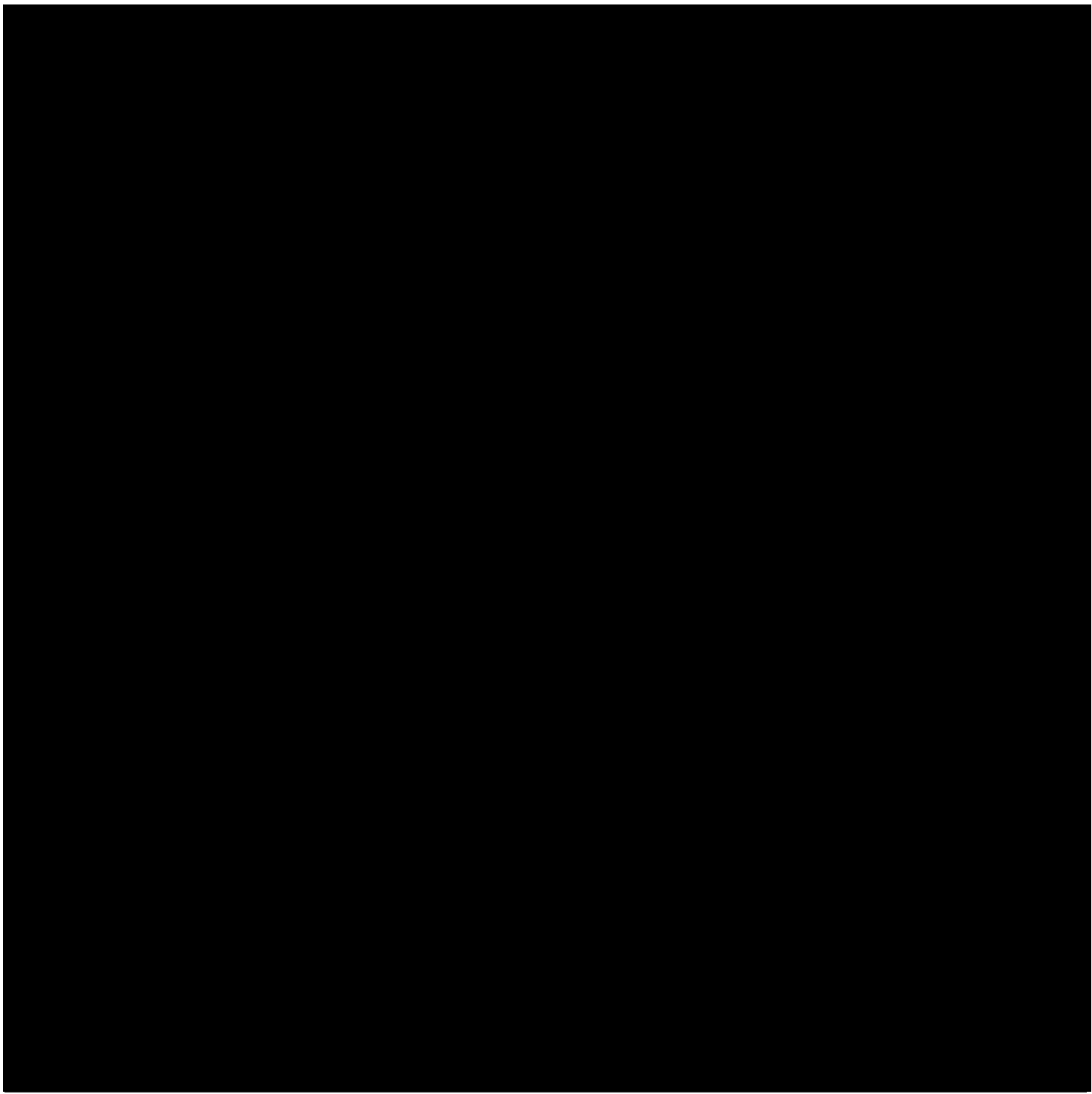
- 3.9. If the Company accepts a Proposal issued pursuant to Clause 3.5, it shall notify the Contractor of its intention to place an Order for the Works to be performed and each Order so given shall be final unless varied in accordance with terms of this Agreement or the relevant Contract. If the Proposal is accepted, the Company's Representative shall instruct the Contractor to commence the Works by issuing an Acceptance in the form set out at Part D to Schedule 2.
- 3.10. Each Order shall incorporate the terms of this Agreement and shall form a separate and distinct contract between the Parties to it (herein referred to as a "**Contract**").
- 3.11. An ITT and anything prepared or discussed by the Company constitutes an invitation to treat and does not constitute an offer capable of acceptance by the Contractor. The Company is not obliged to consider or accept any Proposal submitted by the Contractor.
- 3.12. This Agreement does not oblige the Company to place an Order or enter into any Contract with the Contractor.
- 3.13. The Contractor is responsible for all and any costs, charges and expenses arising from or associated with the procurement process in this Clause 3 (the "**Procurement Process**"), and the Company shall not be liable for any costs, charges or expenses borne by or on behalf of the Contractor whether or not the Contractor is awarded a Contract (which for the avoidance of doubt includes any costs, charges and expenses arising from or associated with an abortive or cancelled Procurement Process).

4. Strategic Labour Needs and Training

- 4.1. The Contractor shall comply with the strategic labour needs and training requirements set out in Schedule 14 to the Conditions of Contract.

5. Priority of Documents

- 5.1. The documents forming this Agreement and each Contract are to be taken as mutually explanatory of one another. Subject to Clause 5.2, in the event of any ambiguity, discrepancy or inconsistency between the provisions of all or any of the documents, their priority shall be as follows:
- (a) this Form of Agreement;
 - (b) the Framework Particulars;
 - (c) the Conditions of Contract and, where relevant, Schedule 10 (Design); and
 - (d) the remaining Schedules excluding Schedule 10 (Design).



SECTION 2

THE FRAMEWORK PARTICULARS

(a) The Framework Commencement Date is:	01 April 2017
(b) The Initial Term is:	5 Years (Start date: 01/04/2017, initial end date: 31/03/2022)
(c) The total duration of the Term (including the Initial Term and any extensions) shall be no greater than:	8 Years (5 years + option to extend for 3 years): (Contract extension start date: 01/04/2022, contract extension end date: 31/03/2025 (In the event of the contract being extended by an additional 3 years) – Options 1 (Bridges and Structures) and 2 (Drainage)
(d) The Company's Representatives are	<p>Brian Sequeira</p> <p>Commercial Manager, London Underground (Representing Bakerloo, Central and Victoria Line Groups)</p> <p>Steven Taylor</p> <p>Commercial Manager, London Underground (Representing Jubilee, Northern and Piccadilly Line Groups)</p>
(e) The Contractor's Representative is:	Richard Newnham, Commercial Director
(f) The notice details for the Company / Company's Representative under Clause 38 are:	London Underground Limited, 15 Westferry Circus, London, E14 4HD
(g) The notice details for the Contractor / Contractor's Representative under Clause 38 are:	Maple Cross House, Denham Way, Maple Cross, Rickmansworth, WD3 9SW, Fax 01923 423593,

	E-Mail: richard.newnham@skanska.co.uk
(h) Email to be used for notices and communications pursuant to Clause 38:	Brian. Sequeira@tube.tfl.gov.uk and Steven.Taylor@tube.tfl.gov.uk
(i) E-tendering system to be used for notices and communications pursuant to Clause 38.3:	https://eprocurement.tfl.gov.uk/epps/home.do
(j) If the E-tendering system is to be used, it shall be used for the purposes of the following types of notices and communications:	Issuing mini tender documents
(k) The E-tendering system to be used for the purposes of Clause 38.3 is:	https://eprocurement.tfl.gov.uk/epps/home.do
(l) Parent Company Guarantee to be provided by the Contractor:	Yes
(m) Performance Bond to be provided by the Contractor:	Not required
(n) The Defects Liability Period is:	Twelve (12) months following the issuance of the Contract Completion Certificate.
(o) The Contract Programme shall, for the purposes of Clause 3, be in the following form:	
(p) The Key Personnel pursuant to Clause 4 are:	Sean Mullett Project Manager Skanska Construction UK Limited
(q) The Contractor's total aggregate liability for the purpose of Clause 29.6 is:	Shall be agreed on a Contract by Contract basis and recorded within the Additional Comments/Special Instructions section within each Form of Order
(r) Liquidated Damages for failure to meet the Contract Completion Date: The amount of liquidated damages payable [per day/week] under Clause 11.1.1 is:	TBA by LU on a call-off by call off basis within each mini competition.

(s) Liquidated Damages for disruption to the Underground Network: The amount of liquidated damages payable [per day/week] under Clause 11.1.2 is:	To be assessed in accordance with the NACHS tables and capped at £25K per event.
(t) <i>The maximum liability payable under Clause 11 in the aggregate (expressed as a percentage of the Contract Price) is:</i>	To be agreed on a call off by call off basis and the Contractor to have the ability to price accordingly.
(u) The Interest Rate pursuant to Clause 45 is:	8%
(v) The Parent Company Guarantor is:	Skanska UK PLC
(w) <i>The amount of the Performance Bond under Clause 21.1 is:</i>	Not required
(x) <i>Change of Law</i>	The effects of Change of Law will be considered and priced within each individual proposal.

SECTION 3

CONDITIONS OF CONTRACT

1. Definitions and Interpretation

1.1. Definitions

In this Agreement and each Contract the following words and expressions shall have the following meanings:

"Acceptance" means a written acceptance by the Company of the Proposal submitted by the Contractor in the form set out in Part D to Schedule 2 issued by the Company to the Contractor.

"Agreement" means this agreement as described in Clause 1.2 of the Form of Agreement (including any Schedules, annexes or attachments) as may be amended from time to time in accordance with its terms.

"Applicable Laws" means, depending on the context, all or any laws, statutes, proclamations, recommendations, codes of practice, by-laws, directives, Regulations, statutory instruments, rules, orders, rules of court, delegated or subordinate legislation, rules of common law or any European Union legislation (including any declarations of conformity), at any time or from time to time in force in the United Kingdom and which are or may become applicable to this Agreement and each Contract, any agreement or document referred to in this Agreement and each Contract, or the Works.

"Asset" means:

- (a) any real property and any equipment owned, controlled or otherwise held by the Company in respect of which the Company has an interest of whatsoever nature or any part thereof; and
- (b) the Equipment or any part thereof.

"CDM Regulations" means the Construction (Design and Management) Regulations 2015 including any approved code of practice, as may be amended, supplemented or replaced from time to time and any guidance requirements issued by the Health and Safety Executive.

"Beyond Economic Repair" means (i) a situation where the projected cost of a repair of a repairable or replaceable component in an Asset exceeds sixty per cent (60%) of the replacement cost of that Asset or (ii) a situation where the repair or replacement of an Asset

offers limited additional operational life such that having regard to the cost involved in such repair or replacement does not represent good value for money.

“Cessation Plan” means a plan agreed between the Parties or determined by the Company in accordance with Clause 53.1 to give effect to a Declaration of Ineffectiveness or a Public Procurement Termination Event.

“Company” means the entity named as such in the Form of Agreement and its legal successors in title and assigns.

“Company’s Representative” means the person appointed by the Company and named as such in the Framework Particulars or, for the purpose of an individual Contract, as otherwise identified in the applicable Contract.

“Competent Authority” means any legislative, judicial, regulatory or administrative body or agency (or any subdivision of any of them) of the United Kingdom or of the European Union or any supranational body which has rulemaking power or whose directives, decisions, instructions, rulings, laws or regulations are directly enforceable against either of the Parties in connection with the performance of this Agreement or any Contract.

“Completion” means in respect of any Works that the Works comply fully with the Contract Completion Criteria as evidenced by and occurring upon the issue by the Company’s Representative of a Contract Completion Certificate for such Works.

“Conditions of Contract” means the Conditions of Contract incorporated in Section 3 of this Agreement, including the Schedules and other documents or parts of other documents expressly referred to in them.

“Confidential Information” means any information given orally or in writing which is a trade or business secret or method; technical know how; personal data which relates to a living individual who can be identified from that information; information relating to any crime, breach of statutory duty or criminal investigations; information relating to the protection of prominent persons, national security, counter-terrorism or other information relating to the provision of police services for any national or international purpose; information relating to the Company’s obligations in accordance with sections 118 to 121 of the Railways Act 1993; confidential financial information including but not limited to taxation information and returns to shareholders; and any other information that a party would reasonably expect to be able to protect by virtue of business confidentiality provisions.

“Consequential Loss” means in relation to a breach of this Agreement or any Contract or other circumstances in which a party is entitled to recover any costs, expenses or liabilities suffered or incurred, loss of profit, loss of revenue, loss of contract, loss of goodwill and/or other financial

loss resulting from such breach and whether or not the party committing the breach knew, or ought to have known, that such loss would be likely to be suffered as a result of such breach.

“Contract” means an agreement for the provision of Works by the Contractor to the Company or any member of the TfL Group agreed in accordance with Clause 3 of the Form of Agreement.

“Contract Commencement Date” means the date stated in the Order.

“Contract Completion Certificate” means the certificate to be given by the Company to the Contractor in accordance with Clause 10.1 in the form set out in Schedule 3.

“Contract Completion Criteria” means:

- (a) the Works meet in all material respects the requirements of the Specification;
- (b) all notified defects which would have prevented the Company from using the Works and others from doing their Works have been corrected;
- (c) the Contractor has provided to the Company’s Representative the health and safety file containing all information in respect of the Works, materials and workmanship, as-built information and quality and assurance documentation and the Company’s Representative has approved the same;
- (d) the Works comply with all Applicable Laws and Standards;
- (e) the Works satisfy such other criteria for completion stated in the Contract;
- (f) the Contractor has provided to the Company’s Representative the health and safety file containing all information in respect of the Works, materials and workmanship, as-built information and quality and assurance documentation and the Company’s Representative has approved the same.

“Contract Completion Date” means the date by which the Works are to be performed as specified as such in each Order or such other date as may be agreed between the Parties in accordance with the terms of each Contract.

“Contract Information” means (i) each Contract and this Agreement in its entirety (including from time to time agreed changes to this Agreement or any Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 19.1 which shall consist of the Contractor’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount.

“Contract Price” means the amount stated under the heading “Contract Price” in the relevant Order.

“Contract Programme” means the programme set out in each Contract or, where no programme is so included or the included programme has subsequently been revised (and such revisions have been accepted by the Company’s Representative), the latest programme accepted by the Company’s Representative pursuant to Clause 3. The latest programme accepted by the Company’s Representative supersedes previous Contract Programmes.

“Contract Register” has the meaning given to that term in Clause 9.1.

“Contract Specification” means the specification appended to the relevant Contract.

“Contractor Personnel” means all employees, agents or consultants of the Contractor and the Contractor’s subcontractors from time to time.

“Contract Reference Number” means the number shown on the front page of this Agreement.

“Contractual Documentation” means all documentation and information agreed to be delivered by the Contractor in accordance with each Contract including without limitation records, reports, documents, papers, unpatented designs, drawings, data specifications, manufacturing or work processes, testing procedures, relevant computer data and all other technical business and similar information originated by or on behalf of the Contractor in accordance with each Contract.

“Contract Variation Procedure” means the contract variation procedure set out in Schedule 5.

“Contractor” means the entity named as such in the Form of Agreement.

“Contractor’s Representative” means the person appointed by the Contractor and named as such in the Framework Particulars.

“Declaration of Ineffectiveness” means a declaration of ineffectiveness in relation to the Contract made by a court of competent jurisdiction in accordance with Regulation 98 of the Public Contracts Regulations 2015 (as amended) or Regulation 113(2) or Regulation 118(3) of the Utilities Contracts Regulations 2016 (as amended).

“Defects Liability Period” means in respect of the Works the period identified as such in the Framework Particulars during which period the Contractor is responsible for making good defects and damage in accordance with Clause 14.

“Designed Portion” means the portion of the Works to be designed by the Contractor as stated in the relevant Order.

“Dispute” has the meaning given to the term in Clause 34.

“Documentation” means all documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and/or other material produced or supplied

by or on behalf of the Contractor in the performance of the Contract and whether in paper form or stored electronically.

“Environmental Claim” means receipt by the Company in connection with any pollution or contamination of the environment of:

- (a) any written claim, demand, suit or notice from a third party, including a Regulatory Authority (**“Regulatory Authority”** means any government entity or other public or quasi public authority or privatised utility having responsibility for any matters concerning the environment, or Environmental Law) or any order of the court of competent jurisdiction in connection with an alleged breach of Environmental Law; or
- (b) any charge or condition imposed by any Regulatory Authority or any notice served by any Regulatory Authority requiring Remediation (including any written indication from any Regulatory Authority that a requirement to carry out Remediation will be imposed on the Company unless the Company agrees to carry out Remediation voluntarily).

“Environmental Law” means all and any laws, including common law, legislation, codes of practice, notices, judgments, decrees, regulations, applicable clean-up standards, circulars, guidance notes (statutory or otherwise), as may be enacted, adopted, amended or supplemented, concerning the protection of human health, or the environment or the conditions of the work place.

“Equipment” means the equipment, rolling stock, plant, premises or other assets (or any part of the same) that are the subject matter of the Works.

“Escalation Procedure” means the procedure of that name in Schedule 12.

“Ethical Sourcing Policy” has the meaning given to the term in Clause 50.3.

“Excepted Liabilities” means the liability of the Contractor for:

- (a) losses, expenses, liabilities, claims, demands, actions, costs or charges against which the Contractor is entitled to an indemnity under any policy of insurance (or would have been entitled but for any breach or failure to maintain such insurance);
- (b) losses caused by fraudulent acts or acts of a criminal nature;
- (c) losses caused by death or personal injury to any person; and

“Existing Contracts” means any and all contracts, whether current, expired or terminated, pursuant to which works have been provided by the Contractor (in the capacity of contractor or subcontractor) to the Company and/or any other member of the TfL Group.

“Fault” means a circumstance, condition, defect, event or flaw that adversely affects any Asset in the performance of its functions.

“Force Majeure Event” means any of the following (or any circumstances arising as a consequence of any of the following) if and only to the extent that such event or circumstances is or are not caused by, and their effects are beyond the reasonable control of, a party affected by such an event or circumstances and which have an adverse effect on the party affected by such an event or circumstances and such party’s ability to perform its obligations under this Agreement or any Contract and is not an event or circumstances (i) whose effect the party affected by such an event is otherwise required to avoid or provide against (other than by way of insurance) under this Agreement or any Contract or (ii) which the party affected by such an event could reasonably have avoided or provided against:

- (a) war, invasions, acts of foreign enemies, hostilities (whether war be declared or undeclared), civil war, rebellion, revolutions, insurrection, military or usurped power, confiscation, or requisition by or under the order of any government or public or local authority;
- (b) civil unrest;
- (c) any act of terrorism or a specific threat of terrorism which results in the partial or total, temporary or long term closure of the Underground Network and/or Sites;
- (d) lightning, earthquake or, subject to (f) below, extraordinary storm;
- (e) fire;
- (f) flooding, other than flooding caused by rising water table or by weather conditions (including extraordinary storm);
- (g) tunnel collapse;
- (h) compliance with the provision of sections 118 to 12 of the Railways Act 1993;
- (i) nuclear, chemical or biological contamination including ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (j) the discovery of fossils, antiquities or other material which in each case is required to be exhumed or unexploded bombs; and
- (k) strikes, lock outs or other industrial action being in each case industry-wide.

“Form of Agreement” means the Form of Agreement contained in Section 1.

“Framework Particulars” means the Framework Particulars contained in Section 2.

“Framework Commencement Date” means the date specified as such in the Framework Particulars.

“Free Issue Materials” means materials, apparatus and components supplied by the Company to the Contractor without charge and intended for use by the Contractor exclusively in the provision of Works under each Contract.

“Greater London” has the meaning ascribed to it in the GLA Act.

“Greater London Authority Act” or **“GLA Act”** means the Greater London Authority Act 1999 relating to the formation of the Greater London Authority.

“HGCRA” means the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009 or as further amended or supplemented.

“Infrastructure Manager” has the meaning ascribed to it in the Railways and Other Guided Transport Systems (Safety) Regulations 2006.

“Initial Term” means the period of time specified as such in the Framework Particulars.

“Intellectual Property Rights” means any intellectual property rights in any part of the world and includes but is not limited to all rights to, and interests in, any patents (including supplementary protection certificates), designs, trade-marks, service marks, trade and business names and get up, moral rights, domain names, copyright and neighbouring rights, databases, semi-conductors, know how, knowledge, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) whether registered or not in respect of any technology, technique, concept, idea, style, scheme, formula, system, logo, mark or other matter or thing, existing or conceived, used, developed or produced by any person, together with all applications and rights to apply for registration or protection of such rights, Confidential Information relating to those rights, material embodying those rights and in each case rights of a similar or corresponding character.

“Interest Rate” means the percentage above the base rate from time to time of the Bank of England as specified in the Framework Particulars.

“Invitation to Tender” or **“ITT”** means an invitation to tender for works under a contract in the form set out in Part A to Schedule 2 issued to the Contractor by the Company in accordance with Clause 3.2 of the Form of Agreement.

“Key Performance Indicator” or **“KPI”** means any or all, as the case may be, of the indicators set out in paragraph 2 of Schedule 12.

“Key Personnel” means Contractor personnel identified in the Framework Particulars and the relevant Order and any changes to the same that are made in accordance with Clause 4.

“Liquidated Damages” means the liquidated damages identified as such in the Framework Particulars and payable subject to and in accordance with Clause 11.

“London Living Wage” means the basic hourly wage (before tax, other deduction and any increase for overtime) as may be revised from time to time by the Living Wage Foundation, the Mayor or any other relevant Competent Authority.

“Losses” means any expense, liability, loss, claims, fines, damages, costs (including reasonable legal and other professional fees and disbursements), penalties, settlements and judgments whatsoever or howsoever arising incurred by the Company, its subcontractors, employees or agents or any other member of the TfL Group.

“Mayor” means the person from time to time holding the office of Mayor of London as established by the GLA Act.

“Milestone” means all of the activities corresponding to the milestone stated in the Contract and the Milestone Payment Plan.

“Milestone Payment” means the sum corresponding to the applicable Milestone stated on the Milestone Payment Plan.

“Milestone Payment Plan” means the plan attached to each Contract setting out the Milestones and corresponding Milestone Payment.

“Mini-Competition” means a competitive process which the Company may from time to time utilise to select a Contractor to provide the Works.

“Notified Sum” has the meaning given to that term in Clause 19.6.

“Operator” means a person with statutory duties to provide or secure the provision for Greater London of public passenger services by railway or a person who secures the provision of such services through appropriate contractual arrangements.

“Order” means an order which, unless the Parties agree otherwise, shall be substantially in the form set out in Part B to Schedule 2, entered into by the Company and the Contractor.

“Parties” means the Company and the Contractor and **“Party”** shall mean either of them as the case may be.

“Payment Application” has the meaning given to that term in Clause 19.1.

“Permitted Delay Event” has the meaning given to that term in Clause 28.2.