

defaults were its own. Each party will be bound by any decision made or action taken by its representatives.

34 Costs

Except as otherwise agreed, each party shall bear its own costs incurred in connection with the negotiation, preparation and execution of the Contract.

35 Severance

If a provision of the Contract is, or becomes, invalid, unenforceable or illegal, that will not affect the legality, validity or enforceability of any other provision of the Contract, provided that the operation of this Clause 35 would not negate the commercial interest and purpose of the parties under the Contract.

36 Publicity

The text of any press release or other communication to be published by or in the media concerning the subject matter of the Contract shall require the prior written approval of the Company. No interviews concerning the same shall be given by the Supplier with the media without prior written approval from the Company of the content of such an interview.

37 Corrupt Gifts and Payments of Commission

- 37.1 The Supplier undertakes that it shall not and procures that its subcontractors and suppliers shall not enter into or offer to enter into any business arrangement with any servant, employee, officer or agent of the Company other than as a representative of the Company without the Company's prior written approval.
- 37.2 The Supplier undertakes that it shall not, and uses reasonable endeavours to procure that its subcontractors and suppliers shall not commit any Prohibited Acts or cause the Company to commit any equivalent act.
- 37.3 The Company shall have the right to audit any and all records necessary to confirm compliance with this Clause 37 at any time during performance of this Contract and during the twelve (12) year period following completion of performance.

38 No Waiver

- 38.1 No failure or delay on the part of either party to exercise any right or remedy under the Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in the Contract are cumulative and are not exclusive of any rights or remedies provided by law.

38.2 No payment made by the Company shall indicate or be taken to indicate the Company's acceptance or approval of any part of the Goods and/or Services or any act or omission of the Supplier from any obligation or liability imposed upon the Supplier by any provision of the Contract or otherwise.

39 Entire Contract

The Contract embodies and sets forth the entire contract and understanding of the parties and shall supersede all prior oral or written contracts understandings or arrangements relating to the subject matter of the Contract. Except in the case of fraud neither party shall be entitled to rely on any contract, understanding or arrangement which is not expressly set forth in the Contract.

40 Notices and Service of Process

Any notice or other document given under, or in connection with, the Contract must be in English and in writing and sent by letter or fax or delivered by hand to the other party's representatives in each case to the address below. The notice or other document will be effective as follows:

- (a) if the notice or other document is sent by letter, it will be effective when it is delivered;
- (b) if the notice or other document is sent by fax, it will be effective when it has been transmitted and the transmission report from the fax machine states that the entire fax has been sent successfully; and
- (c) if the notice or other document is delivered by hand to the other party's representative, it will be effective immediately it is delivered.

The address and fax numbers of the Company and the Supplier are set out in Schedule 1.

If a party's details change, it must notify the other party promptly in writing of any such changes. The parties agree that proceedings arising out of or in connection with the Contract may be served in accordance with this Clause 40.

41 Dispute Resolution

41.1 Any question, dispute, difference or claim (a "**Dispute**") shall be resolved in accordance with this Clause 41.

41.2 The parties shall use their reasonable endeavours to resolve any Dispute by a meeting between the Company's Representative and a suitably qualified and duly authorised representative of the Supplier (together the "**Nominated Representatives**") which shall be convened to discuss such Dispute within fourteen (14) days of notification in writing by one party to the other of a matter in dispute.

- 41.3 If the Dispute has not been resolved within twenty-eight (28) days after the date of a meeting between the Nominated Representatives in accordance with Clause 41.2 (or if no such meeting was convened within twenty-eight (28) days after the date on which notification was served by one party on the other), the Dispute shall be referred as soon as practicable to the Company's Contracts and Manager and the Supplier's Managing Director or in the absence or unavailability of these personnel, persons of similar status deputised to resolve disputes on behalf of their respective companies.
- 41.4 If the Dispute has not been resolved within twenty-one (21) days of it being referred to the Company's Contracts Manager and the Supplier's Managing Director or their deputies in accordance with Clause 41.3 either party may refer the matter for resolution in accordance with the provisions of Clause 42.
- 41.5 Clauses 41.1 to 41.4 are subject to the Supplier's rights (if any) under the HGCR to refer a Dispute to adjudication at any time. Any such adjudication shall be in accordance with the Company's Adjudication Rules. For the purposes of this Clause 41.5, "**Adjudication Rules**" means the most recent edition of the Company's adjudication rules on the date of the notice referring adjudication.

42 Governing Law and Jurisdiction

- 42.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 42.2 The Company and the Supplier submit, subject to the provisions of this Contract, to the exclusive jurisdiction of the courts of England and Wales provided that the Company has the right in its absolute discretion to enforce a judgement and/or to take proceedings in any other jurisdiction in which the Supplier is incorporated or in which any asset of the Supplier may be situated.

43 Counterparts

This Contract may be executed in several counterparts each of which shall be deemed an original and all of which shall constitute one and the same document.

44 Contracts (Rights of Third Parties) Act 1999

- 44.1 Subject to the Replacement Employer's rights under Clause 28, no person except any member of the TfL Group may enforce the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999, but this does not affect any other right or remedy of a third party arising at law.
- 44.2 Notwithstanding those rights referred to above in Clause 44.1, the Company and the Supplier may agree to vary or rescind the Contract without the consent of any third party.

45 Partnerships and Joint Ventures

- 45.1 If the Supplier is a partnership, the rights, obligations and liabilities of the partners in the partnership under the Contract are joint and several. The Contract and the liabilities of the partners under the Contract shall not automatically terminate upon the death, retirement or resignation of any one or more members of such partnership or upon the admission of additional partner or partners. The partner or partners in the partnership shall use their reasonable endeavours to procure that any additional partner or partners enter into an agreement with the Company confirming his/her acceptance of the rights, obligations and liabilities of the Supplier under the Contract.
- 45.2 If the Supplier comprises two (2) or more parties in joint venture, the rights, obligations and liabilities of each such party under the Contract are joint and several.
- 45.3 Nothing in the Contract shall constitute, or shall be deemed to constitute, a partnership between the parties. Except as expressly provided in the Contract, neither party is deemed to be the agent of the other, and neither party holds itself out as the agent of the other.

46 Bonds, Warranties and Guarantees

- 46.1 Where stated in Schedule 1, the Supplier shall at its own expense provide within seven (7) days of the Company's request the following:
- (a) an executed bond issued by a financial institution whose long term debt obligations are rated not less than A- by Standard & Poor's and/or A3 by Moody's in the form set out in Schedule 9 in favour of the Company;
 - (b) an executed parent company guarantee from the ultimate holding company or other parent company of the Supplier (provided that such company's long-term debt obligations are rated not less than A- by Standard & Poor's and/or A3 by Moody's) in the form set out in Schedule 9 in favour of the Company.
- 46.2 The Supplier shall ensure that any bond required under Clause 46.1:
- (a) provides, in aggregate, credit protection for the Company in an amount of not less than the amount specified in Schedule 1; and
 - (b) continues until the earlier of (i) expiry of the Warranty Period applicable to the final Delivery Date or (ii) twelve (12) months after termination.
- 46.3 If requested by the Company, the Supplier shall provide an accompanying legal opinion to the bond and/or parent company guarantee supplied under Clause 46.1 completed and signed by a

qualified lawyer from the country in which the guarantor and/or parent company is resident in the form specified by the Company.

46.4 If any performance bond and/or parent company guarantee required by the Contract is not procured by the Supplier and delivered to the Company in accordance with Clause 46.1, one quarter of the Contract Price shall be retained in assessments of the amount due and shall not be payable to the Supplier until such documents have been delivered.

46.5 If required by the Company, the Supplier shall procure that the terms of any subcontract require the subcontractor, within seven (7) days of a written request by the Company to the subcontractor, to enter into:

(a) a collateral warranty in the form set out in Schedule 10 in favour of the Company and if requested by the Company, the Supplier shall require the subcontractor to provide an accompanying legal opinion completed and signed by a qualified lawyer from the country in which the subcontractor is resident in the form specified by the Company; and

(b) a parent company guarantee in the form provided by the Company from the ultimate holding company of the subcontractor in respect of any of the subcontractor's obligations under any collateral warranty required under this Clause 46.5.

46.6 If any warranty (including any accompanying parent company guarantee) required under Clause 46.5 is not delivered to the Company in accordance with Clause 46.5 one quarter of the Contract Price relative to the Goods and Services provided by the relevant subcontractor shall be retained in assessments of the amount due and is not payable until such warranty has been delivered.

47 Change of Control

The Supplier shall not without the prior written consent of the Company implement any change of ownership of the Supplier where such change relates to fifty per cent (50%) or more of the issued share capital of the Supplier.

48 Interest

48.1 If either party fails to pay to the other any amount payable in connection with the Contract on or before the due date for payment, interest shall accrue on the overdue amount from the due date for payment until the date of actual payment (whether before or after judgment) at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998. Any interest accruing under this Clause 48.1 shall be immediately payable by the paying party on demand.

48.1 Not Used

48.2 Interest (if unpaid) arising on an overdue amount will be compounded monthly with the overdue amount but will remain immediately due and payable.

49 Freedom of Information

49.1 For the purposes of this Clause 49.1:

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

“**Information**” means information recorded in any form held by the Company or by the Supplier on behalf of the Company; and

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

49.2 The Supplier acknowledges that the Company:

- (a) is subject to the FOI Legislation and agrees to assist and co-operate with the Company to enable the Company to comply with its obligations under the FOI Legislation; and
- (b) may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Supplier.

49.3 Without prejudice to the generality of Clause 49.2 the Supplier shall and shall procure that its subcontractors (if any) shall:

- (a) transfer to the Company's Representative (or such other person as may be notified by the Company to the Supplier) each Information Request relevant to the Contract, the supply of Goods and Services or any member of the TfL Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Working Days of receiving such Information Request; and
- (b) in relation to Information held by the Supplier on behalf of the Company, provide the Company with details about and/or copies of all such Information that the Company requests and such details and/or copies shall be provided within five (5) Working Days of a request from the Company (or such other period as the Company may reasonably specify), and in such forms as the Company may reasonably specify.

49.4 The Company shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to

an Information Request in accordance with the FOI Legislation. The Supplier shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Company.

50 Data Transparency

- 50.1 The Supplier acknowledges that the Company is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 29 and Clause 49, the Supplier hereby gives its consent for the Company to publish the Contract Information to the general public.
- 50.2 The Company 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 Company may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. The Company may in its absolute discretion consult with the Supplier regarding any redactions to the Contract Information to be published pursuant to Clause 50.1. The Company shall make the final decision regarding publication and/or redaction of the Contract Information.

51 Survival

The provisions of Clauses 4 (Records and Audit), 8.13 (Set-Off), 10 (Failure to Supply), Clause 18 (Warranty), 19 (Intellectual Property Rights), 20 (Termination), 22 (Indemnity and Insurance), 24 (Environmental Claims) 28 (Supplier Personnel), 29 (Confidentiality), 31 (Responsible Procurement), 35 (Severance), 36 (Publicity), 37 (Corrupt Gifts and Payments of Commission, 38 (No Waiver), 39 (Entire Contract), 40 (Notices and Service of Process), 41 (Dispute Resolution), 42 (Governing Law and Jurisdiction), 44 (Contracts (Rights of Third Parties) Act 1999), 49 (Freedom of Information), 50 (Data Transparency), 51 (Survival), 52.1 and 52.5 (Transport for London Group) will survive the termination or expiry of this Contract and continue in full force and effect, along with any other Clauses or Schedules of this Contract necessary to give effect to them. In addition, any other provision of this Contract which by its nature or implication (including in respect of any accrued rights and liabilities) is required to survive the termination will survive such termination as aforesaid.

52 Transport for London Group

52.1 Declaration of Ineffectiveness

- (a) Without prejudice to the Company's right to terminate the Contract under Clause 20.1, Clause 20.2(a) or at common law, the Company may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of this Clause 52.1.

- (b) In the event that any court makes a Declaration of Ineffectiveness, the Company shall notify the Supplier. The parties agree that the provisions of this Clause 52.1 shall apply as from the date of receipt by the Supplier of the notification of a Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 20.1 and this Clause 52.1 or the Cessation Plan, the provisions of this Clause 52.1 and the Cessation Plan prevail.
- (c) The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or which shall accrue to either party prior to or after such Declaration of Ineffectiveness.
- (d) As from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness, the parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Company shall reasonably determine an appropriate Cessation Plan with the object of achieving:
 - (i) an orderly and efficient cessation of the supply of Goods and Services or (at the Company's request) a transition of the supply of Goods and Services to the Company or such other entity as the Company may specify; and
 - (ii) minimal disruption or inconvenience to the Company or to public passenger transport services or facilities, in accordance with the provisions of this Clause 52.1 and to give effect to the terms of the Declaration of Ineffectiveness.
- (e) Upon agreement, or determination by the Company of the Cessation Plan the parties shall comply with their respective obligations under the Cessation Plan.
- (f) The Company shall pay the Supplier's reasonable costs in assisting the Company in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or charges agreed as part of the Contract or as otherwise reasonably determined by the Company. Provided that the Company shall not be liable to the Supplier for any loss of profit, revenue goodwill or loss of opportunity as a result of the early termination of the Contract in accordance with this Clause 52.1.

52.2 **Crime and Disorder Act 1998**

The Supplier acknowledges that Transport for London is under a duty under Section 17 of the Crime and Disorder Act 1998 (as amended by the Police and Justice Act 2006 and the Policing and Crime Act 2009) to:

- (a) have due regard to the impact of crime, disorder and community safety in the exercise of TfL's duties;

- (b) where appropriate, identify actions to reduce levels of crime and disorder; and
- (c) without prejudice to any other obligation imposed on the Company, exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent in its area:
 - (i) crime and disorder (including anti-social and other behaviour adversely affecting the local environment);
 - (ii) the misuse of drugs, alcohol and other substances; and
 - (iii) re-offending

and in the performance of the Contract, the Supplier shall assist and co-operate with the Company and relevant members of the TfL Group and shall use reasonable endeavours to procure that its subcontractors assist and co-operate, with the Company and relevant members of the TfL Group to enable TfL to satisfy its duty.

52.3 The Company's business

The Supplier acknowledges that it:

- (a) has sufficient information about the Company and the supply of Goods and Services;
- (b) is aware of the Company's processes and business;
- (c) has made all appropriate and necessary enquiries to enable it to carry out the supply of Goods and Services in accordance with the Contract;
- (d) is aware of the purposes for which the supply of Goods and Services are required; and
- (e) 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 it of any fact relating to the supply of Goods and Services.

52.4 Best value

The Supplier acknowledges that TfL is a best value authority for the purposes of the Local Government Act 1999 and as such the Company 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. The Supplier shall assist the Company to discharge TfL's duty where possible, and in doing so, shall carry out any review of the supply of Goods and Services reasonably requested by the Company from time to time. The Supplier shall

negotiate in good faith (acting reasonably) with the Company any changes to the Contract in order for the Company to achieve best value.

52.5 **Data Protection**

- (a) The Supplier shall comply with all of its obligations under the Data Protection Act 1998 and if processing personal data (as such terms are defined in section 1(1) of that Act) on behalf of the Company ("**Company Personal Data**"), the Supplier shall only carry out such processing in order to carry out the supply of Goods and Services and at all times in accordance with any instructions from the Company.
- (b) When the Supplier receives a written request from the Company for information about, or a copy of, Company Personal Data, the Supplier shall supply such information or data to the Company within such time and in such a form as is specified in the request (such time to be reasonable) or if no period of time is specified in the request, then the Company shall supply the information or data within fourteen (14) days from the date of the request.
- (c) The Company shall remain solely responsible for determining the purposes and manner in which Company Personal Data is to be processed. The Supplier shall not share any Company Personal Data with any subcontractor or third party unless there is a written agreement in place which requires the subcontractor or third party to:
 - (i) only process Company Personal Data in accordance with the Company's instructions to the Supplier; and
 - (ii) comply with the same data protection requirements that the Supplier is required to comply with under the Contract.

52.6 **Conflict of Interest**

- (a) The Supplier acknowledges and agrees that it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the carrying out of the supply of Goods and Services or with any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the Company.
- (b) The Supplier shall undertake ongoing and regular checks for any conflict of interest throughout the duration of the Contract and in any event not less than once in every six (6) months and shall notify the Company in writing immediately on becoming aware of any actual or potential conflict of interest with the carrying out of the supply of Goods and Services under the Contract or with any member of the TfL Group and shall work with the Company to do whatever is necessary (including the separation of staff working on, and data relating to, the supply of Goods and Services from the matter in question) to manage

such conflict to the Company's satisfaction, provided that, where the Company is not so satisfied (in its absolute discretion) it shall be entitled to terminate the Contract.

52.7 **Equality and Diversity**

52.7.1 Without limiting the generality of any other provision of the Contract, the Supplier:

- (a) shall not unlawfully discriminate;
- (b) shall procure that its employees and agents do not unlawfully discriminate; and
- (c) shall use reasonable endeavours to procure that its subcontractors do not unlawfully discriminate when providing the Goods and Services,

within the meaning and scope of the Equality Act 2006, the Equality Act 2010 and any other relevant enactments in force from time to time in relation to discrimination in employment.

52.7.2 The Supplier acknowledges that the Company is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to:

- (a) eliminate unlawful discrimination on the grounds of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation (all "**Protected Characteristics**") and marriage and civil partnership;
- (b) advance equality of opportunity between persons who share a Protected Characteristic and persons who do not share it; and
- (c) foster good relations between persons who share a Protected Characteristic and persons who do not.

In performing the Contract the Supplier shall assist and cooperate with the Company where possible in satisfying this duty.

52.7.3 The Supplier shall ensure that its staff, and those of its subcontractors who are engaged in the performance of the Contract comply with the Company's policies in relation to equal opportunities and diversity, workplace harassment and drugs and alcohol as may be updated from time to time. Copies of these policies are available from the Company at any time on request.

52.7.4 To the extent that the Company is required to assist or co-operate with TfL in compliance with its duties under the Equality Act 2010 (Specific Duties) Regulations 2011, the Supplier shall assist and co-operate with the Company where possible.

52.8 **Work Related Road Risk**

52.8.1 For the purposes of Clauses 52.8.2 to 52.8.9 (inclusive) of this Contract, the following expressions shall have the following meanings:

“Bronze Accreditation”	the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Car-derived Vans”	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
“Collision Report”	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
“Delivery and Servicing Vehicle”	a Lorry, a Van or a Car-derived Van;
“Driver”	any employee of the Supplier (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Supplier while providing the Goods and Services;
“DVLA”	Driver and Vehicle Licensing Agency;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It 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

“Lorry”	a vehicle with an MAM exceeding 3,500 kilograms;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
“Side Guards”	guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
“Silver Accreditation”	the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms.

Fleet Operator Recognition Scheme Accreditation

52.8.2 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods and Services, it shall within 90 days of the Commencement Date:

- (a) (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Company, is an acceptable substitute to FORS (the “Alternative Scheme”); and
- (b) (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Supplier has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Equipment on Vehicles

52.8.3 The Supplier shall ensure that every Lorry, which it uses to provide the Goods and Services, shall:

- (a) have Side Guards, unless the Supplier can demonstrate to the reasonable satisfaction of the Company that the Lorry will not perform the function for which it was built if Side Guards are fitted;
- (b) have front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of fully operational direct and indirect vision aids and driver audible alerts;
- (c) have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and
- (d) have prominent signage on the Lorry to warn cyclists and other road users of the dangers of passing the Lorry on the inside and of getting too close to the Lorry.

Driver Licence Checks

52.8.4 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods and Services, the Supplier shall ensure that:

- (a) it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Drivers licence; and
- (b) each of its Drivers engaged in the provision of the Goods and Services has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Goods and Services and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Supplier's risk scale, provided that the Supplier's risk scale has been Approved in writing by the Company within the last 12 months:
 - (i) 0 – 3 points on the driving licence – annual checks;
 - (ii) 4 – 8 points on the driving licence – six monthly checks;
 - (iii) 9 – 11 points on the driving licence – quarterly checks; or
 - (iv) 12 or more points on the driving licence – monthly checks.

Driver Training

52.8.5 Where the Supplier operates Delivery and Servicing Vehicles to supply the Goods and Services the Supplier shall ensure that each of its Drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and on-cycle hazard awareness, throughout the term of the Contract.

Collision Reporting

52.8.6 Where the Supplier operates Delivery and Servicing Vehicles to supply the Goods and Services, the Supplier shall:

- (a) ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and
- (b) within 15 days of the Commencement Date, provide to the Company a Collision Report. The Supplier shall provide to the Company an updated Collision Report within five working days of a written request from the Company.

Self Certification of Compliance

52.8.7 Where the Supplier operates Delivery and Servicing Vehicles to supply the Goods and Services, within 90 days of the Commencement Date, the Supplier shall make a written report to the Company detailing its compliance with Clauses 52.8.3, 52.8.4 and 52.8.5 of this Contract (the "WRRR Self-certification Report"). The Supplier shall provide updates of the WRRR Self-certification Report to the Company on each three month anniversary of its submission of the initial WRRR Self-certification Report.

Obligations of the Supplier Regarding Subcontractors

52.8.8 The Supplier shall ensure that those of its subcontractors who operate Delivery and Servicing Vehicles to supply the Goods and Services shall:

- (a) comply with Clause 52.8.2; and
- (b) where its subcontractors operate the following vehicles to supply the Goods and Services shall comply with the corresponding provisions of this Contract:
 - (i) For Lorries – Clauses 52.8.3, 52.8.4, 52.8.5 and 52.8.6; and
 - (ii) For Vans – Clauses 52.8.4, 52.8.5 and 52.8.6,

as if those subcontractors were a party to this Contract.

Failure to Comply with Work Related Road Risk Obligations

52.8.9 Without limiting the effect of any other clause of this Contract relating to termination, if the Supplier fails to comply with any of Clauses 52.8.2, 52.8.3, 52.8.4, 52.8.5, 52.8.6, 52.8.7 and/or 52.8.8:

- (a) the Supplier has committed a material breach of this Contract; and
- (b) the Company may refuse the Supplier, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Company for any purpose (including but not limited to deliveries).

53 CompeteFor

53.1 Without prejudice to Clause 32, the Supplier will, on a non-exclusive basis, use the CompeteFor electronic brokerage service (or such alternative web-based tool as the Company may direct from time to time) ("**CompeteFor**") to make available to other suppliers all appropriate opportunities, arising in connection with the Contract, to supply goods, works or services to the Supplier.

53.2 The Supplier will use all reasonable endeavours to ensure that its subcontractors (for the purposes of this Clause, the "**Supplier's Subcontractors**") use CompeteFor, on a non-exclusive basis, to make available to other subcontractors all appropriate opportunities, arising in connection with the Contract, to supply goods, works and services to the Supplier's Subcontractors.

53.3 The Supplier will monitor (and maintain a record of) the number, type and value of opportunities, arising in connection with the Contract, made available to other suppliers via CompeteFor, whether by the Supplier or the Supplier's Subcontractors, as required by this Clause 53.3, and will report this information on a quarterly basis by way of email to the Company's Representative.

54 Criminal Record Declarations

54.1 For the purposes of this Clause 54:

"**Relevant Individual**" means any servant, employee, officer, consultant or agent of either the Supplier or any subcontractor or supplier involved in the provision of , or intended to provision of, any aspect of the Goods and Services; and

"**Relevant Conviction**" means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security.

54.2 The Supplier shall procure from each Relevant Individual (as the case may be) a declaration that he has no Relevant Convictions ("**Declaration**") or disclosure of any Relevant Convictions. A

Declaration shall be procured prior to a Relevant Individual providing any of the Goods and Services. The Supplier shall confirm to the Company in writing on request or in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Supplier shall procure that a Relevant Individual notifies the Supplier immediately if he commits a Relevant Conviction and the Supplier shall notify the Company in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.

- 54.3 The Supplier shall not engage or allow to act on behalf of the Supplier or any subcontractor in the performance of any aspect of the Goods and Services any Relevant Individual who has disclosed a Relevant Conviction.
- 54.4 The Company shall have the right in accordance with the audit rights set out in Clause 4 to audit and inspect the records of the Supplier and its subcontractors and its and their respective employees and agents in order to confirm and monitor compliance with this Clause 54 at any time during performance of this Contract.
- 54.5 If the Supplier fails to comply with the requirements under Clauses 54.2 and/or 54.3 the Company may, without prejudice to its rights under Clause 20.1, serve notice on the Supplier requiring the Supplier to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration from the Contract and/or Company's site 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 Goods and Services unless (in the case of non-compliance with Clause 54.2) within seven (7) days of receipt of the notice the Supplier confirms to the Company that he has procured all of the relevant Declarations required under Clause 54.2.
- 54.6 A persistent breach of Clause 54.2 and/or Clause 54.3 by the Supplier shall entitle the Company to terminate the Contract in whole or in part with immediate effect in accordance with Clause 20.1(a).
- 54.7 In the event the Company becomes aware that a Relevant Individual has committed a Relevant Conviction, the Supplier shall remove or procure the removal (as the case may be) of such Relevant Individual from the Contract and/or the Company's site 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 Goods and Services.
- 54.8 Nothing in this Clause 54 shall in any way waive, limit or amend any obligation of the Supplier to the Company arising under the Contract and the Supplier's responsibilities in respect of the provision of the Goods and Services remain in full force and effect and the Supplier cannot claim any extra costs or time as a result of any actions under this Clause 54.

Schedule 1
Detailed Terms

Commencement Date	31 July 2017
Expected Delivery Date(s)	Please refer to Schedule 5
Completion Date	30 July 2020
Delivery Address	Cockfosters Train Maintenance Depot, Bramley Road, Oakwood, London N14 4HX or Northfields Train Maintenance Depot Northfields Avenue, London W5 4UB
Supplier's Representative: Address for service of notices: Telephone: Email:	REDACTED
Company's Representative: Address for service of notices: Telephone: Email	REDACTED
Quantity	Please refer to Schedule 3
Contract Price	Please refer to Schedule 2
Warranty Period	Cushion Assembly Warranty 36 Months from Delivery Date, Squab and Perch Seat Warranty of 36 Months
Initial Period	Three (3) years
Specification	Please refer to Schedule 3
Programme	Please refer to Schedule 5
Additional applicable standards under Clause	<i>Please refer to Schedule 3</i>
Security required pursuant to Clause Bond Parent company guarantee	
The Liquidated Damages for delay for the purpose of Clause 9.3 Clause 9.3 payable for such Goods are:	

<p>The period of delay over which the Liquidated Damages shall be calculated for the purpose of Clause 9.3 is every</p> <p>The maximum amount of Liquidated Damages payable under Clause 9.3 expressed as a percentage of the price payable for such Goods is:</p>	<p>REDACTED</p> <p>REDACTED</p>
<p>The Liquidated Damages for delay for the purpose of Clause 12.15 payable for such Services are:</p> <p>The period of delay over which the Liquidated Damages shall be calculated for the purpose of Clause 12.5</p> <p>The maximum amount of Liquidated Damages payable under Clause 12.5 expressed as a percentage of the price payable for such Services is:</p>	<p>REDACTED</p> <p>REDACTED</p>

Schedule 2
Prices

REDACTED

Schedule 3

Specification and Drawings

Scope

1.1 Introduction

This Specification defines the requirements for the replacement / overhaul of the saloon seating as fitted to the Piccadilly Line 73TS. The specification also includes the replacement of the original Moquette with the new modified London Underground design.

The seat bases are to be replaced with a solid frame and foam cushion. The seat bases and perch seats are to be overhauled using existing frames with new fire barriers and slash resistant mesh.

Provision of Fleet Quantity as detailed below:-

	Fleet Total	Spares Total
Seat Bases New Design	19,608	192 Base & Moquette
Seat Back Overhaul	19,608	100 Moquette Only
Perch Seat Overhaul (5 Types)	3,742	10 Moquette Only

1.2 Supply Condition

For the purpose of this specification an existing Saloon Seat base is defined as Spring Case, Calico bag Assembly including anti-vandal mesh as shown within drawings, (See Appendix), including a moquette Cover.

The new seat base design for the replacement of the existing Seat Base shall, as a minimum provide for the following conditions:-

- Must be fully interchangeable with existing design
- Cannot exceed existing unit weight
- Demonstrable Whole Life Cost Benefits over existing design
- Cannot adversely effect any interface structure / system nor reduce the service life of those structures or systems.
- Must meet requirement documents referenced herein and any referenced sub-tier requirements.
- All Design, Engineering, Durability, Trial, Testing and production processes to be described within the tender.
- Fire testing process to be agreed with London Underground to ensure suitable process adopted.

- Take due regard to the environmental impact of any new design and provide a series of options

for the cost effective recycling of the existing seat bases.

The Seat Backs require overhaul only with the spring cage to be reused. They are to be stripped of the old moquette and Calico bag assembly and Anti-vandal mesh, cleaned, and refitted with new Calico bag assembly and new Anti-vandal mesh. They are to be fitted with the New LUL moquette design.

The Perch seats require overhaul only with the seat case assembly to be reused. They are to be stripped of the old moquette and Calico bag assembly and Anti-vandal mesh. Dress off all sharp edges on the frame and in particular in the ends of the seat where the patch goes. Design a “secondary skin” on the edges in this area under the moquette to give further protection and extend the life of the moquette.

1.3 Specifications

For the purpose of this specification a modified saloon Seat base is defined as the Aluminium frame, Calico bag Assembly including anti-vandal mesh which mirrors the size and fitment of the original spring cage base.

The manufacturer is to supply and overhaul the seat numbers as detailed in the introduction.

The manufacturer will supply all the moquette to the new LUL design. (London Eye design)

It is the responsibility of the Contractor to ensure that:-

- All materials supplied are compliant with LUL, national or international standards for use within Underground rail vehicles whether included in this specification or not. (Piccadilly Line is a Deep Tube Tunnel train), in particular the fire standards where the seat requires to be tested to CAT 1 standards and certified for use on the Piccadilly Line.
- Any seat moquette cover supplied that are not to the drawing ADPL-C08101_issue_b and ADPL-C0-8100_issue_c will not be accepted unless previously agreed by the LUL Engineer.
- Any intellectual Property arising from the design will pass to LUL during the performance of a contract arising from this specification.

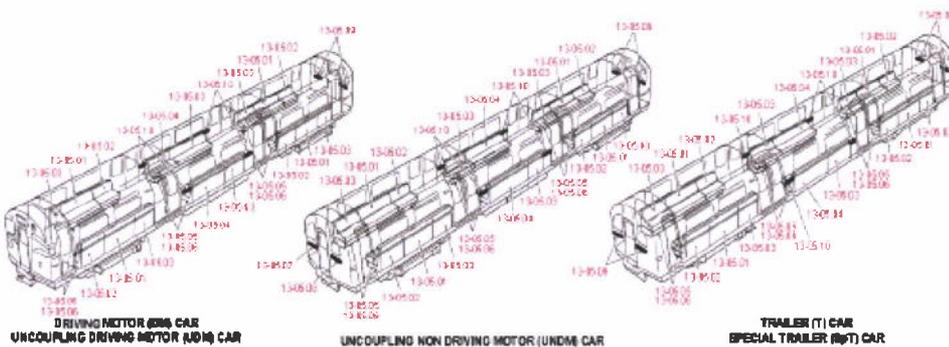
Saloon Seating Configuration

The Piccadilly Fleet comprises 172 Three car units which consist of a combination of the following cars dependant on whether the unit is a "single ender" or "double ender":

- Driving Motor Cars (DM's and UDM's)
- Trailer and Special Trailer cars (T and SpT)
- Uncoupling Driving Motor cars (UNDM's)

Of the 172 units, 151 are "Single enders" consisting of a Driving Motor, Trailer car and Uncoupling Driving motor car. The remaining 21 units are "Double ended" with a Driving Motor at each end of the unit and a Trailer car in the middle of the consist.

The seating configuration in each car varies slightly, and comprises multiple seat types, all of which are detailed in the following photographs and extract from the Illustrated Parts List.



13-05.01	TRIPLE SALOON SEAT ASSEMBLY - END BAY
13-05.02	TWIN SALOON SEAT ASSEMBLY - RH
13-05.03	SALOON SEAT ASSEMBLY - LH
13-05.04	TRIPLE SALOON SEAT ASSEMBLY - CENTRE BAY
13-05.05	SEAT SHELF ASSEMBLY
13-05.06	SEAT LOCK ASSEMBLIES
13-05.07	PERCH SEAT ASSEMBLY (UNCOUPLER END)
13-05.08	PERCH SEAT ASSEMBLY (UNCOUPLER SIDE/END)
13-05.09	PERCH SEAT ASSEMBLY (STANDARD BODY END)
13-05.10	PERCH SEAT ASSEMBLY (CENTRE BAY)

Figure 1 – Saloon Seating Configuration by car type



Figure 2 – Longitudinal Seat Assemblies, all car types



Figure 3 - Centre bay Perch Seat, all car types