



Bus Drivers' on Highway Toilet Facilities

**SCHEDULE 1 - KEY AGREEMENT INFORMATION**

1. **Agreement Reference Number:** 4600006228
2. **Name of Service Provider:** Sheffield Refrigeration Limited T/A SRL Countertech Limited
3. **Agreement Commencement Date:** 01 October 2017
4. **Term:** Five (5) Years with options to extend for up to two (2) years (5+1+1)
5. **Details of the Procurement Manager**

**Name:** [REDACTED]  
**Address:** Palestra, Floor 4R3, 197 Blackfriars Road, London, SE1 8NJ  
**Tel:** [REDACTED]  
**Email:** [REDACTED]

6. **Service Provider's Key Personnel:**

Name & Position	Contact Details	Area Of Responsibility
[REDACTED]	SRL Countertech Limited Leigh Street Sheffield South Yorkshire S9 2PR  DDI [REDACTED] Fax [REDACTED] Mob [REDACTED]  Email: [REDACTED] countertech.co.uk	Director

7. **Notice period in accordance with Clause 28.4 (termination without cause):**

90 days



Transport for London



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**8. Address for service of notices and other documents in accordance with Clause 37:**

**For the Authority:**

Transport for London  
Palestra, Floor 10G6  
197 Blackfriars Road  
London  
SE1 8NJ

For the attention of: [REDACTED]  
Commercial Manager

**For the Service Provider:**

SRL Countertech Limited  
Leigh Street  
Sheffield  
South Yorkshire  
S9 2PR

For the attention of: [REDACTED]  
Director





## **SCHEDULE 2 - SPECIAL CONDITIONS OF AGREEMENT**

### **A17 ADJUSTMENT TO CHARGES (INDEXATION)**

- A17.1 In this Clause A17, "CPI" shall mean the Consumer Prices Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree.
- A17.2 On and with effect from each anniversary of the Service Commencement Date, the Charges shall be adjusted upwards or downwards (as the case may be) by the amount of the change (if any) in CPI between its rate last published (as final) immediately before such anniversary and its rate published (as final) twelve months before that.

### **A22 COST SUMMARY**

Clause 7.2, 7.3 and 7.4 shall be deleted and replaced with the following:

- A22.1 At the end of each 4-week period (or such other period as may be specified in accordance with Clause 5.1) (the "Payment Period"), the Service Provider shall submit to the Contract Manager a cost summary in respect of the Charges for that Payment Period ("Cost Summary").
- A22.2 Each Cost Summary shall:
- A22.2.1 contain all information required by the Authority including the Contract Reference Number, SAP order number, the Authority Account Details, the Service Provider's name and address and a brief description of the Services provided during the Payment Period to which such Cost Summary relates;
  - A22.2.2 be clear, concise, accurate and adequately descriptive to avoid delays in processing and subsequent payment;
  - A22.2.3 identify any additional charges by virtue of a variation pursuant to Clause 33; and
  - A22.2.4 show VAT separately.
- A22.3 If the Authority considers that the Charges claimed by the Service Provider in any Cost Summary (or revised Cost Summary) have:





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A22.3.1 been correctly calculated and that such Cost Summary is otherwise correct, the Authority shall notify the Service Provider of its approval within 10 Business Days of receipt of such Cost Summary and the Service Provider shall submit an invoice in respect of such Cost Summary. Each invoice shall contain the SAP order number and any other information reasonably required by the Authority in respect of such invoice. The Service Provider shall send each invoice to the address set out in Schedule 1 and (subject to the provisions of any related guarantee or Clause 17) payment of the approved amount shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;

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

**A30 LONDON LIVING WAGE**

For the purposes of this Clause A30, unless the context indicates otherwise, the expression "London Living Wage" means a basic hourly wage (as at the date of this Contract) of £9.75 – NB: the rate is reviewed and updated in November each year - therefore check figure at date of use and amend accordingly (before tax, other deductions and any increase for overtime) but as is updated from time to time and notified to the Service Provider.

A30.1 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the GLA Act has directed that members of the Authority Group ensure that the London Living Wage is paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations in Greater London or on the Authority's estate.

A30.2 Without prejudice to any other provision of this Contract, the Service Provider shall:





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- A30.2.1 ensure that none of its employees engaged in the provision of the Services (in Greater London or on the Authority's estate but not otherwise) is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
  - A30.2.3 ensure that none of its employees engaged in the provision of the Services is paid less than the amount to which they are entitled in their respective contracts of employment;
  - A30.2.4 provide to the Authority such information concerning the London Living Wage and as the Authority or its nominees may reasonably require from time to time;
  - A30.2.5 disseminate on behalf of the Authority to its employees 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
  - A30.2.5 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.
- A30.3 For the avoidance of doubt the Service Provider shall implement any updated London Living Wage on or before 1 April in the year following notification of such updated London Living Wage.
- A.30.4 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.
- A30.5 Any breach by the Service Provider of the provisions of this Clause A30 shall be treated as a material breach capable of remedy in accordance with Clause 28.1.1.

A32 Ethical Sourcing

- A32.1 The Authority is committed to ensuring that workers employed in its supply chains throughout the world are treated fairly, humanely and equitably. In the course of complying with this Contract, the Service Provider shall comply with and shall procure that its sub-contractors (as applicable) comply with those principles of the Ethical Trading Initiative (ETI) Base Code as are detailed in the Ethical Sourcing Appendix to this Schedule, (Appendix A) or an equivalent code of