

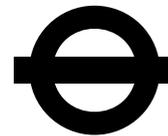
- may use them for limited personal use provided this does not interfere with their work performance and are outside their normal working hours
- must ensure that their usage of TfL's ICT equipment is lawful.
- should contact the IM Helpdesk and their line manager if there is any evidence of misuse

5.2 All managers and employees with leadership or supervisory roles:

- must take reasonable steps to ensure that the requirements outlined in this policy are adhered to by their employees and that appropriate, fair and consistent action is taken to deal with any failure to conform to them
- should be aware that they can, in some circumstances, be held liable for illegal acts committed by their staff in connection with the use of email or internet or if they fail to maintain adequate supervision

6. Use of Email and Internet

- 6.1 Email and the Internet are inherently insecure. Confidential, critical or sensitive information should therefore not be sent via email unless there is no reasonable alternative
- 6.2 Inappropriate or excessive usage could lead to disciplinary action being taken against an employee
- 6.3 TfL is unable to control the security of personal webmail accounts (such as Hotmail and Yahoo) so these types of account should be avoided for business purposes unless there is no alternative available
- 6.4 Employees must only use the TfL standard secured connection to the Internet. Unauthorised connections will be considered a serious breach of security. TfL reserves the right to prevent access to certain internet sites
- 6.5 Employees should not, in normal circumstances share, distribute or amend relevant sections on Source when working with external parties. When seeking to place material on Source, sign off should be obtained from the relevant department head



7. Computer Security

7.1 Employees must:

- keep passwords confidential, not write them down or disclose them to other members of staff, including ICT staff
- ensure that PC/terminals are locked if left unattended. If leaving PC/terminals for a long time or upon leaving the office, employees should ensure that they log off from the system to prevent unauthorised use in their absence. Unless directed otherwise by IM, employees should also close down all electronic equipment at the end of the working day, in line with TfL's initiatives for a sustainable environment

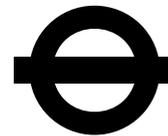
7.2 Employees must not:

- attempt to circumvent any security controls, determine or identify passwords or breach conditional access systems, whether belonging to TfL, its suppliers or third parties
- modify computer equipment provided to employees or input materials onto the system unless authorised to do so
- use or attempt to use ICT facilities or attempt to access data they are not authorised to use or access
- retain TfL information on any non-TfL equipment unless authorised to do so

8. Software

Employees must:

- ensure that software is used legally and in accordance with licensing agreements. Only approved software may be used on TfL computers. If employees are unsure whether software is approved they should refer to their Line Manager or IM
- ensure that all software used on any of TfL's ICT systems is from a reputable and identifiable source, approved in advance by IM Software. Programs, including unlicensed applications and hacking tools (i.e. programs which provide unauthorised access to other systems) must not be downloaded from the Internet on to TfL ICT systems or sent out via emails
- refrain from infringing third party copyright or licensing requirements when using or copying software for which TfL does not own a current user licence. The making of 'extra' copies of software or the introduction of software packages outside TfL is expressly prohibited
- refrain from using TfL ICT storage provision for personal files, including but not limited to, images, videos and sound files



9. Telephone Usage

- 9.1 Employees should use TfL telephones (including mobile telephones) for the purposes of TfL business although employees may use telephones to make a reasonable number of personal calls. Use of the telephone system for personal calls is subject to TfL's right to monitor the system for legitimate business purposes. By choosing to use the telephone system to make personal calls you consent to TfL monitoring such calls. TfL reserves the right to claim reimbursement for personal calls made in the event that this privilege is abused. Excessive use of TfL's telephone system for personal use could also have tax implications for employees
- 9.2 Employees must comply with all relevant legislation in force regarding the use of mobile telephones such as legislation which prohibits the use of mobile telephones whilst operating any vehicle

10. Support and Advice

Support and advice can be obtained through speaking to your manager or contacting HR Services.

11. Ownership and Review

TfL Group Employee Relations and HR Policy

12. Related Documentation

Employees are encouraged to look at this policy in conjunction with:

Code of Conduct

TfL's Employment Framework

Discipline at Work Policy and Procedure

Bullying and Harassment Policy and Procedure

Computer Security and You <http://source.tfl/DoingMyJob/Security/3819.aspx>

Requirements for the issue and use of Mobile Phones and Pagers

Group IM Information Security Policy

Transport for London



Date: 25 July 2008

To: Employees of TfL, Docklands Light Railway Limited, Rail for London Limited, London Bus Services Limited, London Buses Limited, Victoria Coach Station Limited who are on TfL employment contracts (Paybands 1-5 and Directors) and those staff on predecessor organisation employment contracts where the individual has transferred to the employment of TfL

From: Maria Antoniou, Group HR Director

Electronic communications usage

TfL provides electronic communications technology and equipment which assists employees in performing their roles to the highest standards. Email, instant messaging, the intranet and the internet are essential business tools and are known as Information Communication Technology (ICT) which employees must use effectively and appropriately.

The Electronic Communications and Equipment Usage Policy is available on Source under 'Our Organisation > Policies > Human Resources'. All employees should be aware that breaches of this policy may lead to disciplinary action being taken against them. Where such breaches are deemed to be Gross Misconduct disciplinary action may result in dismissal.

This bulletin highlights the requirements upon you in four key areas:

- Computer and electronic communication security
- Personal use of electronic communications facilities
- Instant Messaging
- Managing electronic communications as electronic records.

Computer and electronic communication security

In light of recent high profile security lapses in the public sector, you are reminded that you must take all reasonable steps to safeguard the security of TfL's IM systems and the information contained within them.

You must not allow unauthorised users access to your ICT systems and to protect them from physical damage. You must only access ICT facilities, including email and the internet via your personal user account – do not use or attempt to use another users' account.

Email and the internet are inherently insecure. Confidential, critical or sensitive information should therefore not be sent via email unless there is no reasonable alternative and you may want to password protect word documents. You should always be careful to write emails in an appropriate manner.

You must keep passwords confidential, not write them down or disclose them to other members of staff, including IM employees. PC/terminals should be locked if left unattended. If you leave the PC/terminals for a long time or leave the office, you should log off from the system to prevent unauthorised use in your absence.

Employees must not:

- Attempt to circumvent any security controls, determine or identify passwords or breach conditional access systems, whether belonging to TfL, its suppliers or third parties.
- Modify computer equipment provided to employees or input materials onto the system unless authorised to do so.
- Use or attempt to use IM facilities or attempt to access data not authorised to use or access.
- Retain TfL information on any non -TfL equipment unless authorised to do so.

Personal email and internet use

Employees must normally use these facilities for business purposes only, but may use them for limited personal use provided this does not interfere with your work performance and is undertaken outside your normal working hours.

TfL reserves the right to monitor and/or record individual use of ICT facilities for legitimate purposes to protect against misuse and to ensure system and operational efficiency and integrity. It reserves the right to access or monitor individual accounts in circumstances where it has a reasonable belief that there has been a breach of this policy.

Employees should therefore have no expectation of privacy whilst using ICT facilities, including using company equipment for the purposes of communicating via email or in accessing or passing on information obtained through the Internet. Copies of emails you write may be disclosed to third parties for legal reasons which may include, amongst others, requests made under the Data Protection Act and/or the Freedom of Information Act or in connection with Court or Tribunal orders for disclosure.

TfL reserves the right to temporarily or permanently limit, withdraw or restrict the use of, or access to, any ICT facilities if they are used in a way that contravenes the Electronic Communications and Equipment Usage Policy.

Instant messaging

Instant messaging is included under TfL's general guidance on use of electronic communication facilities and should therefore be treated by employees in the same way as facilities like email and the internet.

Messages must comply with TfL's Code of Conduct and Equal Opportunities Policy. There is significant potential for additional security breaches as a result of employees using instant messaging. Employees are advised never to send attachments by instant messaging but to use the corporate email system instead.

Instant messaging etiquette

- If initiating the instant message, state the topic and ask the other person if they have time to instant message with you.
- Avoid messaging someone repeatedly when they don't respond.
- A response, such as 'in a meeting' or 'talk later', is merely a concise way of letting you know they are currently unavailable.
- If a contact has set their status as 'busy', respect this and do not send them a message unless it is urgent.
- Make sure the sound accompanying an instant message does not disturb others.
- Using capital letters is the equivalent of shouting.
- Do not invite someone to join a multi-party instant messaging session without asking the others first.
- When you need to focus on high priority tasks, set your instant messaging status to 'Busy' – that way, co-workers will know to refrain from sending you an instant message unless it is urgent.
- If you absolutely cannot be disturbed you can set your status to 'Appear Offline'. However, always appearing offline would be similar to never answering your phone or email.
- Do not copy a conversation thread without giving notification to the other members. If users intend to copy or distribute contents of a conversation thread, they need to notify participants at the start of the conversation.
- Do not impersonate someone else. Users should log off the instant message client (or log off the computer entirely) when they leave their desk and should keep their password secure.

Guidance on managing valuable electronic communications and other business critical documents

This guidance will be issued in September 2008 and will provide management advice on how to ensure that valuable electronic communications (and other business critical documents) are kept as TfL records.

The guidance will focus on the importance of:

- 1) Making business-centric decisions which will help employees to identify documents to be kept as records.
- 2) Keeping records in safe places where they can be protected and governed effectively.
- 3) Establishing governance systems and assigning roles and responsibilities to employees.
- 4) Developing employees so that they can carry out their responsibilities.
- 5) Communicating with employees so that they are aware of decisions, safe places, governance requirements and the availability of learning and development opportunities.

Further information

The Electronic Communications and Equipment Usage Policy:

<http://source.tfl/OurCompany/Policies/5222.aspx>

Other security related documents:

<http://source.tfl/DoingMyJob/Security/3819.aspx>



Safety and Wellbeing Policy

Issue date: 18 May 2007

Effective: 21 May 2007

This supersedes any previous policy

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Safety and Wellbeing Policy

1. Introduction

Transport for London (TfL) is committed to maintaining a safe and healthy working environment. This policy sets out TfL's approach to ensure that safety and wellbeing is maintained at all times, in the following:

- Emergency/Security Incidents
- Pandemic Outbreak
- Workplace Violence
- Alcohol at Work
- Misuse of Drugs and the use of Illegal Substances
- Smoking in the Workplace
- HIV and AIDS Guidelines

2. Organisational Scope

Employees of TfL, Docklands Light Railway Limited, Rail for London Limited, London Bus Services Limited, London Buses Limited, Victoria Coach Station Limited who are on TfL employment contracts (Paybands 1-5 and Directors) and those staff on predecessor organisation employment contracts where the individual has transferred to the employment of TfL.

3. Policy Statement

TfL recognises that safety and wellbeing is an important element of an employee's working environment. Barriers to safety and wellbeing can undermine efficiency, productivity and competitiveness. This policy has been designed to inform employees of the safety and wellbeing initiatives considered by TfL.

4. Support and Advice

Support and advice can be obtained through speaking to your manager, or contacting HR Services. Where specific specialist guidance is required regarding medical issues, Occupational Health can be contacted.

5. Ownership and Review

TfL Group Employee Relations and HR Policy

6. Related Documentation

Employees are encouraged to look at this policy in conjunction with:
Code of Conduct



TfL Employment Policy
Attendance at Work Policy
Discipline at Work Policy
Equality and Inclusion Policy
Worklife Balance Policy



7. Emergency/Security Incidents Policy

Introduction

The purpose of this policy is to facilitate a coordinated means of providing TfL employees with guidance in the event of emergency/security incidents. This policy has been produced to ensure that, so far as is practicable, a consistent approach is adopted throughout TfL when dealing with various aspects of the emergency/security incidents.

An emergency or security incident is defined as 'a sudden state of danger or conflict requiring immediate action'. The emergency could affect:

- buildings
- transport i.e. tubes, trains or buses

Industrial action or general travel disruption does not constitute an emergency or security incident.

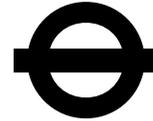
Policy Statement

Business Continuity Managers across TfL have created Business Recovery Plans for all non-operational departments delivering management and support within TfL. These plans allow the critical management functions to continue during emergencies and/or security incidents.

In most emergency/security incident situations, TfL expects management and support activities to continue to function regardless of weather conditions, transportation disruptions or other factors. With this in mind, employees are expected to make every reasonable effort to report to work during such situations.

On rare occasions emergency/security incidents may cause TfL to curtail some management and support activities or stop them entirely. A determination to reduce or cease activities will be made by the Commissioner's Office or the relevant Chief Officer(s) with guidance from the modal Business Recovery Management Team (BRMT). Decisions will not normally be made on an ad hoc, departmental basis. Once a decision is made, TfL will make its status clear and this will be communicated to department heads and HR Services.

The BRMT is a group of nominated senior managers who have responsibility for the tactical management of management and support functions following a disruption.



Time critical personnel

TfL values the contribution of all its employees. However, in an emergency/security incident situation, even if TfL is severely disrupted, some functions require the on-site presence of time critical personnel to ensure continued safe and secure operations. These personnel are expected to remain at, or report to, work as scheduled during emergency/security incidents, unless specifically directed otherwise by the emergency services.

Section Heads should, in consultation with HR Services and their modal Business Continuity Manager, establish what services and staff are time critical beforehand. Arrangements to accommodate these designated personnel are detailed in departmental Business Recovery Plans.

Information on time critical personnel and Business Continuity plans can be found via this link

<http://source.tfl/HelpAndGuidance/BuildingsAndFacilities/1804.aspx>

Requirements

Attendance at Work

During emergency/security incidents, every effort should be made to attend the normal place of work. Employees are reminded that it is their responsibility to present themselves for work

If TfL does not declare its offices closed as a result of an emergency /security incident, employees may nevertheless be concerned about travelling to and from work. In such cases, employees should make their own judgement about whether to stay at home or, where the incident has occurred during working hours, to leave work early. An employees' decision, based on individual circumstances, will as far as is practicable be respected when shared with line managers. Alternative means of working must be the first consideration and it should not be assumed that because of the emergency employees will be allowed time off. Line managers should be aware of the possible options open to employees which may include:

- Working temporarily from another location (including home)
- Reduced hours
- Job sharing
- Staggered hours

Travel arrangements/Expenses

If during an emergency/security incident employees are unable to use public transport for any reason, they are responsible for making alternative arrangements for getting to work. Where employees choose to use their own transport they will not be reimbursed for any expenses incurred e.g. congestion charge, parking, petrol etc.



Contact details

Where employees encounter difficulties in getting to their normal work location, local procedures for reporting absence should be followed in the first instance. Where no local procedures are in place, the following should be considered as a means of informing line managers:

- Telephone contact: this must be the first option. Wherever possible employees must speak to their line manager
- Email contact: if telephone contact is not possible
- Reporting to the nearest TfL office

Employees on sick leave during a declared emergency may be required to provide evidence (i.e. a doctor's certificate) to support this upon their return to work.

Communication

TfL recognises the importance of communication when unexpected emergency/security incidents occur. Announcements will be made in as timely a manner as possible, based on the particular circumstances involved. If the emergency results in the decision to cease parts of TfL's management and support activities, whether during standard office hours or non standard hours, communication is initiated by Internal Communications and cascaded downwards via local departments. Communication will be made as appropriate and via the following channels:

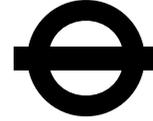
- HR Services: if operational, will notify employees generally of the status of their workplace. This information will generally be cascaded via HR offices locally
- Line Managers: employees may wish to consider providing their line manager with contact details (home and mobile numbers) and also getting, in return the contact details of their manager. This will ensure employees are able to keep in contact in the event of an emergency/security incident or denial of access to buildings
- TfL Staff Emergency Line: the Freephone message on **0800 085 2148** will be updated regularly following an event affecting any TfL Head Office building
- Email: employees are encouraged to constantly check their email account if they are able to get to it, for updates
- 'Source': the TfL staff intranet will be constantly updated to feature latest information about the incident

Additional information on emergencies in a TfL building can be found via this link <http://source.tfl/HelpAndGuidance/BuildingsAndFacilities/2738>.



Returning to work.

Where employees have taken time off due to the emergency/security incident other than that agreed in advance with their manager, they will be expected to have a meeting with a manager and a record should be kept of this meeting. Where the line manager is absent due to the emergency incident the meeting may be conducted by another manager.



8. Pandemic Outbreak Policy

Introduction

The purpose of this policy is to facilitate a coordinated means of providing Transport for London (TfL) employees with guidance in the event of a pandemic outbreak. This document has been produced to ensure that, so far as is possible, a consistent approach is adopted throughout TfL.

Policy Statement

TfL expects management and support activities to remain in operation during a pandemic outbreak but it is recognised that conditions may cause TfL to curtail some or all activities. The latter is considered most unlikely. Any decision to reduce or close activities will be made by the Commissioner's Office or the relevant Chief Officer(s). Decisions will not normally be made on an ad hoc, departmental basis.

Once a decision is made, TfL will make its status clear and this will be communicated to department heads and HR Services.

Businesses in TfL have developed plans to allow functions to continue to operate in the event of a pandemic outbreak. Managers will liaise with Business Recovery Management Teams to ensure service provision is maintained as much as is practicably possible.

Requirements

The information below with regard to Contact Details and Communications are similar to the Emergency/Security Incidents Policy. For ease of reference it was felt appropriate to outline these again.

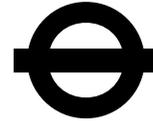
Attendance at Work

TfL has a duty of care to all employees and managing the workforce in response to a pandemic outbreak is a key element.

If a pandemic outbreak is declared, employees should make every effort to attend the normal place of work if they are fit enough to do so. It is anticipated that some employees may be considered as 'higher risk' e.g. people with:

- asthma
- diabetes
- heart and lung problems
- pregnant women

Managers should, wherever practicable be aware of any employees within their area who have medical conditions which could make them 'higher risk'.



Employees may wish to inform their manager of any medical conditions which they feel may put them in a high-risk category. Managers must refer to any general guidance or communication issued by Occupational Health before advising employees whether to come to work or stay at home. Occupational Health should only be contacted if further specific assistance is required.

There may be occasions where employees are unable to attend work for domestic reasons e.g.

- a family member being ill due to the pandemic outbreak
- school/nursery closure
- other care arrangements

In such cases, employees should make their own judgement about whether to stay at home. An employees decision, based on individual circumstances, will, as far as is practicable be respected when shared with line managers.

Where absence is due to an employee needing to care for a dependant special leave may apply. In all other cases the absence can be taken as either annual leave or leave without pay subject to line manager's approval. It should not be assumed that because of the pandemic outbreak employees will be allowed time off work.

Alternative working

Where practicable and/or necessary, employees may be allowed to organise, with their manager's agreement, alternatives to the normal way of working. Alternatives **must** be agreed first with line managers who should be aware of the possible options open to employees. These may include:

- reduced hours
- job sharing
- staggered hours
- working from home

Travel arrangements/expenses

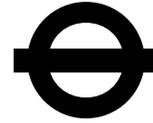
If during a pandemic outbreak employees cannot use public transport for any reason, they are responsible for making alternative arrangements for getting to work. Where employees choose to use their own transport they will not be reimbursed for any expenses incurred, e.g. congestion charge, parking, petrol etc.

Contact details

Local procedures for reporting absence should be followed in the first instance. Where there are no local procedures in operation the following should be considered:

Telephone contact: this must be the first option. Wherever possible employees must speak to their line manager

Email contact: if telephone contact is not possible



Employees who are sick whilst on annual leave during a pandemic outbreak must provide evidence (i.e. a doctors' certificate) to support this upon their return to work if they are wishing to claim back the time lost.

TfL will confirm whether absences relating to the pandemic will be considered as breaches in relation to the Attendance Policy when judged against the overall situation prevailing at the time.

Communication to employees

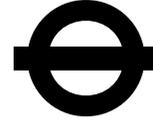
TfL recognises the importance of communicating with employees in the event of a pandemic outbreak. Announcements will be made in as timely a manner as possible based on the particular circumstances involved.

- Internal Communications: will notify employees generally of the status of their workplace. This information will be cascaded via departmental heads
- Line Managers: employees may wish to consider providing their line manager with contact details (home and mobile numbers), and also getting, in return the contact details of their manager. This will ensure employees are able to keep in contact with their line manager in the event of a pandemic outbreak
- TfL Staff Emergency Line: the Freephone message on **0800 085 2148** will be one of a number of ways used to provide updates regarding return to work if significant numbers of employees are advised to go home or stay at home
- Email: employees are encouraged to constantly check their email account for updates if they are able to access the system
- Source: the TfL employees intranet will be constantly updated to feature latest information

Returning to Work

Where employees have taken time off because of a pandemic outbreak whether due to their own illness or for domestic reasons, they will be expected to have a Return to Work interview with their manager. Where the line manager is absent due to the pandemic, the interview may be conducted by another manager. The Return to Work form should be completed prior to the meeting and is available on Source. Further information on the return to work interview is available in the Attendance at Work Policy or by contacting HR Services.

The Attendance at Work policy can be accessed via this link
<http://source.tfl/OurCompany/Policies/5206.aspx>



9. Workplace Violence Policy

Introduction

This policy sets out Transport for London's (TfL's) approach in relation to the potentially damaging effect of workplace violence. Workplace Violence is defined as "any incident in which persons are abused, threatened or assaulted in circumstances relating to their work involving an explicit or implicit threat to their safety, wellbeing or health".

TfL does not condone any form of violence. For the purposes of this policy workplace violence relates to violence occurring between an employee and a third party. In the event of workplace violence occurring between employees this will normally be dealt with under the Bullying & Harassment Policy and/or the Discipline at Work Policy

Policy Statement

TfL recognises effects of violence on individuals and the negative outcomes on both work performance and the organisation as a whole. TfL is determined to take action to prevent and deal with these issues.

TfL deplores violence to employees and recognises that violence is not an acceptable part of any job. TfL will therefore take all reasonable steps to enable employees to carry out their duties without fear of assault. TfL will take steps to reduce the risk of work-related violence to our employees to a level that is as low as reasonably practicable.

Requirements

TfL will take the following steps to minimise the risk of workplace violence by:

- maintaining an integrated organisational approach to tackling work-related violence
- ensuring that measures are taken to investigate the causes of work-related violence and that incidents are properly investigated, where appropriate in liaison with the Police
- taking all reasonable steps to support the prosecution of and/or legal action against individuals who assault employees in the work place
- providing appropriate guidance and training on dealing with work-related violence
- providing support and counselling through Occupational Health for TfL employees who have experienced violence at work



Responsibilities

All employees:

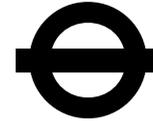
- wherever possible and practical to avoid situations which may give rise to violent behaviour and to avoid fuelling a situation which may give rise to violent behaviour
- to report violent incidents immediately to their manager or supervisor and to the Police where appropriate
- to provide prompt and accurate information to their manager or supervisor concerning the circumstances regarding the incident to assist the manager in their investigation

All managers and employees with leadership or supervisory roles:

- to encourage employees to report violent incidents, to ensure that they are reported to the Police where appropriate and recorded through the Incident Report Form procedure. Incident Report forms can be obtained from Source or the local Health & Safety Advisor in your area of work
- to ensure that work related violence is included within the appropriate risk assessment for each role and department
- ensure the attendance of all employees at appropriate training courses
- to oversee investigations into all incidents of work related violence in order to establish their proper cause
- to arrange counselling, if appropriate, for those employees who have been involved in violent incidents. This should be arranged via Occupational Health
- to ensure that employees who are absent as a result of work related violence are given reasonable support and advice. Absence as a result of workplace violence will not normally contribute to any attendance at work infringements as outlined in the Attendance Policy

Director of Group Health, Safety & Environment

- to ensure that reporting, investigative and follow-up procedures for work-related violence together with local workplace risk assessments and emergency plans are audited on an ongoing basis



10. Alcohol at Work Policy

Introduction

This policy sets out Transport for London's (TfL's) approach in respect of any employee whose performance of their duties is, or may be, impaired as a result of drinking alcohol.

Policy Statement

The safety of employees and customers is of paramount importance. A major factor in this respect is the ability of those who work for us to carry out their jobs safely, effectively and to the best of their ability. Therefore TfL will operate a zero-tolerance approach to alcohol to minimise any safety risks to customers and its employees. Standards have been set for employees detailing the requirements and responsibilities regarding alcohol, to ensure that their work performance is not affected in any way by the consumption of alcohol.

TfL are committed to supporting employees who come forward to the Drugs and Alcohol Assessment Treatment Service (DAATS) or to their line manager with an alcohol related problem. Where this occurs, employees will be given reasonable support and advice in dealing with the problem. If an employee fails to inform DAATS or their line manager before a breach of this policy, TfL is unlikely to afford any additional support and appropriate action will be taken through the disciplinary procedure. Failure to comply with this policy may lead to action being taken against them. Where such breaches are deemed to be gross misconduct, disciplinary action may result in dismissal.

Admission of a problem to DAATS under Occupational Health or to the appropriate manager before the disciplinary process is initiated, offers the employee the protection of the Alcohol at Work Policy. In addition any breaches of this policy which result in disciplinary action, will take full account of any effort made by an individual to seek help with alcohol related problems.

DAATS will not normally work with employees who have an outstanding disciplinary as a result of an alcohol problem or a related misconduct.

For further information regarding the protection of the Alcohol at Work Policy, please visit the Occupational Health web site or contact HR Services.

Requirements

This document is provided to make all employees of TfL and anyone engaged through a third party working on TfL premises aware that:

- the consumption of alcohol even in small quantities will adversely affect safety, performance, conduct or efficiency

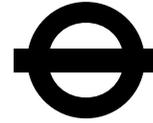


- it is an employees responsibility not to come to work if they are under the influence of alcohol. The consumption of alcohol prior to commencing work, whilst at work or during meal/rest breaks in the working day, including meal/rest breaks spent outside TfL/operational premises or when on call, is strictly prohibited and may result in disciplinary action. Where such a breach is deemed to be gross misconduct then that may lead to dismissal
- in some parts of TfL, where responsibilities may be safety critical, local requirements will also apply. When visiting such areas, local procedures will be brought to the attention of employees and must be complied with
- TfL aims to encourage employees to come forward to seek help with alcohol-related problems. Any such approach will be treated sensitively and confidentially
- the consumption of alcohol or serving of alcohol at social events on TfL/operational premises is strictly prohibited, except in designated areas where these premises have a licence to sell and serve alcohol
- it is recognised that employees may be required to attend functions on behalf of TfL where alcohol is being served. At such functions employees are permitted to consume a reasonable amount of alcohol. Employees should be mindful of their level of alcohol consumption and are reminded that when representing TfL a high level of conduct and professionalism is expected and that all employment policies and procedures apply. Should an employee bring TfL into disrepute then this may constitute gross misconduct and may result in dismissal.

Responsibilities

All employees:

- to comply and be familiar with all aspects of this policy and the Disciplinary Policy and Procedure
- must not bring alcohol onto the premises, the only exception being where alcohol has been purchased during breaks for consumption away from company premises. On these occasions the seal must remain intact
- to be mindful that some medication may contain alcohol or may cause drowsiness therefore need to inform their manager if they are taking any medication that contains alcohol or may cause drowsiness.
- to seek help if they have an alcohol related problem
- to avoid colluding with colleagues whose conduct and/or performance is affected by alcohol. If found to be colluding this may lead to disciplinary action
- to co-operate with unannounced alcohol tests and screening (where appropriate)



- to notify their manager as soon as possible if they have an alcohol-related problem
- if called upon in an emergency while off duty and having been drinking, to inform the line manager of this. In this event employees cannot give advice or guidance to others

All managers and employees with leadership or supervisory roles:

- must ensure that they and employees in their areas of responsibility are familiar with this policy
- provide support and apply effective controls and consistent application of this policy within their area of responsibility.
- must ensure that appropriate and fair action is taken to deal with any failure to conform
- to be aware that some medication may cause drowsiness
- to monitor employees who have undergone rehabilitation for alcohol abuse and to ensure compliance with this policy

Support for those seeking help and advice on an alcohol related problem is available by contacting HR Services or the Drug & Alcohol Assessment Treatment Service (DAATS) which is part of Occupational Health. It is TfL's policy to ensure any approach of this nature is treated sensitively and confidentially.

Guidance is also available from Occupational Health on the drugs that may cause drowsiness and alternatives that will not.



11. Misuse of Drugs and the use of Illegal Substances Policy

Introduction

This policy sets out Transport for London's (TfL's) approach in respect of the misuse of drugs and the use of illegal substances, including those drugs medically prescribed or available without a prescription.

Policy Statement

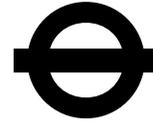
The safety of TfL employees and customers is of paramount importance. Indulgence in the misuse of drugs or use illegal substances can lead to dependency and resultant health problems. Research indicates that the misuse of drugs or use of illegal substances can impair an individual's performance at work and adversely affect the efficiency of an organisation. TfL aims to provide an integrated, safe and secure transport system for its customers by operating a zero tolerance approach to the misuse of drugs or use of illegal substances. Standards have been set for TfL employees detailing the requirements and responsibilities regarding the misuse of drugs and use of illegal substances, to ensure that work performance is not affected in any way.

The term 'drugs' or 'illegal substances' used in this document are defined by law (Misuse of Drugs Act 1971) in the following ways:

- drugs that are taken for a reason other than for a medically prescribed purpose, which includes the use of illegal substances
- drugs which have been prescribed by a registered medical practitioner, e.g. to cure a disease, to ease pain, to help sleep, or to help relieve a psychological condition, including those containing alcohol
- drugs that can be purchased directly from a registered pharmacist, e.g. pain relieving tablets (Paracetamol) or hay fever relief, including those containing alcohol

TfL are committed to supporting employees who come forward to the Drugs and Alcohol Assessment Treatment Service (DAATS) or to their line manager with a drugs related problem. Where this occurs, employees will be given reasonable support and advice in dealing with the problem. If an employee fails to inform DAATS or their line manager before a breach of this policy, TfL is unlikely to afford any additional support and appropriate action will be taken through the disciplinary procedure.

Admission of a problem to DAATS under Occupational Health or to the appropriate manager before the disciplinary process is initiated, offers the employee the protection of the Misuse of Drugs and the use of Illegal Substances Policy. In addition, any breaches of this policy, which result in



disciplinary action will be dealt with taking full account of any effort made by an individual to seek help with misuse of drugs or misuse of illegal substances related problems. Failure to comply with this policy may lead to action being taken under TfL's Discipline at Work Policy which may be deemed as gross misconduct and result in dismissal.

DAATS will not normally work with employees who have an outstanding disciplinary as a result of a misuse of drugs or misuse of illegal substances related problem or a related misconduct. For further information regarding the protection of the Misuse of Drugs and the use of Illegal Substances Policy, please visit the Occupational Health web site or contact HR Services.

Requirements

This policy aims to ensure that all employees of TfL (and anyone engaged through a third party working on TfL premises) is made aware of their responsibilities regarding the misuse of drugs or the use of illegal substances.

With this in mind the provisions of this policy are:

- to make all employees of TfL aware that the misuse of drugs or the misuse of illegal substances, including those medically prescribed or available without a prescription can impair performance, safety, conduct or efficiency
- to make employees aware that to misuse, possess, consume, store (except for those prescribed and available without prescription), buy or sell (or offer to buy or sell) drugs or illegal substances on TfL premises or to come to work under the influence of drugs or illegal substances will lead to action being taken under the Discipline at Work Policy. Where such breaches are deemed to be gross misconduct, disciplinary action may result in dismissal
- to encourage employees with drug related problems to voluntarily seek help
- to assist any employee who informs TfL of their work performance being impaired by the misuse of drugs or the misuse of illegal substances

Responsibilities

All employees:

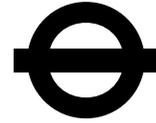
- to comply and be familiar with all aspects of this policy and the disciplinary implications resulting from a breach of it
- to ascertain whether there will be any side effects which may affect work performance as a result of taking medication for a medical problem



- to advise their manager if taking of medicine, pills or drugs is likely to impair work performance and to seek advice regarding alternatives from Occupational Health
- must not consume or use illegal drugs at any time, whether on duty or not, so as to ensure they are not under the influence when reporting for duty, carrying out work for TfL or when on TfL premises
- must not possess, store (except for those prescribed and available without prescription), or sell drugs or illegal substances on TfL premises or in vehicles, or bring TfL into disrepute by being involved in such activities outside work
- must not collude with colleagues whose behaviour and performance is affected by the misuse of drugs or the misuse of illegal substances
- to undergo screening for drugs or illegal substances prior to appointment, transfer or promotion to a post in which they will be classified as safety critical
- to notify their manager as soon as possible if they have a misuse of drugs or misuse of illegal substances related problem

All managers and/or employees with leadership or supervisory roles:

- must ensure that they and employees in their areas of responsibility are familiar with this policy
- provide support and apply effective controls and consistent application of this policy within their area of responsibility
- must ensure that appropriate fair and consistent action is taken to deal with any failure to conform
- to identify any developing problems among their staff and to intervene when an employee's performance appears to be affected by the misuse of drugs or the misuse of illegal substances
- with the support and guidance of a People Management Advisor (PMA) Specialist must undertake investigations where an employee's performance appears to be affected by the misuse of drugs or the use of illegal substances
- in the event of the above, must take appropriate action including the disciplinary policy where necessary. This may include the referral of the employee for counseling and assistance and making arrangements for employees to undergo drugs screening tests with DAATS
- to take a non-judgemental approach whilst being involved in any investigations to address an issue related to drugs or illegal substances
- to assist employees on a confidential basis who seek help on a confidential basis to overcome a drugs related problem
- to be aware that there are legal implications surrounding the misuse of drugs or the misuse of illegal substances, and that in all cases they should seek further advice from HR Services and Occupational Health as to the appropriate course of action



Support for those seeking help and advice on a drug related problem is available through contacting HR Services or DAATS which is part of Occupational Health. It is TfL's policy to ensure any approach of this nature is treated sensitively and confidentially.

Guidance is also available from Occupational Health on the drugs that may cause drowsiness and alternatives that will not.



12. Smoking in the Workplace Policy

Introduction

It is the policy of Transport for London (TfL) to set standards to ensure that safety is not compromised and that the health and wellbeing of its customers, employees and others working on TfL property are not adversely affected by the ill-health associated with smoking.

Policy Statement

Smoking is prohibited in all workplaces. The work place includes such areas as reception, lifts, staircases, corridors, cloakrooms, toilets, storerooms, recreation/rest rooms, kitchen areas and canteens, vehicles owned by or leased to TfL and its subsidiaries and driven by employees for business purposes.

Employees who wish to smoke during breaks should make every effort to smoke away from the exits and entrances.

Prior to 1 July 2007 designated areas for smoking remain and can be used, after which all smoking areas will be banned.

Requirements

TfL aims to provide a healthier working environment for all its employees and visitors. Employees should refer to local procedures for guidance on smoking breaks during the working day.

Breaches of safety requirements and this Smoking in the Workplace Policy may lead to action being taken under TfL's Discipline at Work Policy which may be deemed as gross misconduct and result in dismissal.

For employees wishing to stop smoking, the NHS offer free local help. They operate local Stop Smoking Services all over the country. Further information can be obtained by contacting the NHS SMOKING HELPLINE: 0800 169 0 169 or visit the www.gosmokefree.co.uk web site. Additional information and advice on Smoking Cessation Products and the Quitline free phone number can be found on the Occupational Health web site. On-line health and wellbeing information is also available at www.Askwell.com through the Occupational web site.

All Managers have a responsibility for communicating and implementing this policy effectively.



13. HIV and AIDS Guidelines

Introduction

Transport for London (TfL) is committed to equal opportunities in employment, and aims to treat employees at all levels fairly, equally and with respect and dignity.

The purpose of this document is to provide guidance and to ensure that managers are aware of their requirements to minimise risk within the workplace, of how to deal with people affected by HIV or AIDS and how to deal with the people related issues.

Policy Statement

TfL aims to ensure that employees with HIV or AIDS are not discriminated against at work, because of their illness but are treated fairly, equally and with respect and dignity.

Definitions of HIV and AIDS

HIV stands for Human Immunodeficiency Virus. This virus attacks the human immune system, the body's defence against disease. A person with HIV may feel completely well and have no symptoms, however over a period of time the virus will damage the immune system. As a result, a person with HIV may develop particular chronic illnesses or cancers because their immune system is weakened. When this happens, the person's condition has developed into AIDS (Acquired Immune Deficiency Syndrome).

How is HIV passed on?

HIV can only be passed from person to person through body fluids, like blood, semen and vaginal fluid. It **cannot** be passed on through unbroken skin, through the air (like cold germs) or through ordinary social contact. Studies have shown that HIV cannot be transmitted through casual contact e.g touching, sharing utensils, telephones or toilet seats.

People with HIV and AIDS live and work with uninfected people without putting them at any risk. In order for a person to become infected, a sufficient amount of HIV must enter their bloodstream. For someone to be infected with HIV, three things must all be present:

- **SOURCE:** HIV can only be transmitted in certain body fluids of someone with HIV
- **QUANTITY:** Only blood, seminal fluid, vaginal fluids and breast milk of someone with HIV could contain enough HIV to infect another person
- **ROUTE:** There has to be a route for the HIV into the blood stream in order for a person to become infected



How does HIV lead to AIDS

HIV affects the body's immune system. The most important damage it causes is to certain white blood cells known as CD4 cells or T-helper cells which activate other parts of the immune system when organisms which cause disease are present in the body.

As the immune system is gradually weakened, the person with HIV becomes vulnerable to other common infections which usually would not be harmful. These are known as opportunistic infections. When a person with HIV contracts such an infection, an AIDS diagnosis can be made.

What happens when someone has HIV?

A few weeks after infection, the body's immune system reacts to the virus by producing antibodies. The person may have no outward signs or symptoms for many months or years. This is called asymptomatic infection and can last 10 years or longer.

Colds or flu are not a sign of immune system damage: people with HIV do not get colds more often than other people.

What is an HIV test?

HIV is diagnosed by a blood test, known as an HIV antibody test or an HIV test. If HIV antibodies are found, the test is referred to as positive. The person is HIV antibody positive, often referred to as HIV positive. If antibodies are not found, the test is negative and the person is HIV antibody negative or HIV negative. There is a gap or window period between infection and the formation of antibodies. This can last from three months to one year. During this window period, the HIV antibody test will be negative even if HIV is present in the blood. That is why people who think they may have been infected need to wait for at least three months before they have a test. Some testing centres suggest a test after six months or more, to be absolutely sure. HIV tests in the UK are highly accurate. Very occasionally the result may be unclear or equivocal. When this happens a second test a few weeks later will give a clear result.

An AIDS diagnosis

AIDS is a collection of rare illnesses which people who are HIV positive can get. Once a person with HIV has experienced one or more of these conditions, they are said to have AIDS.



Living with HIV or AIDS

Living with the knowledge of a serious and potentially life-threatening infection is likely to be stressful and difficult, even though a person with HIV may be in good physical health. Added to this, misunderstanding and fear about HIV and AIDS is common within society. Anyone living with HIV or AIDS may encounter hostility or rejection even from family and friends. Many people with HIV or AIDS choose to tell no-one about their diagnosis except for a few trusted friends, and this burden of secrecy can be very hard to bear. Living with the knowledge that you could pass a serious infection to a person you love could be very hard. A number of support groups have been set up to help counter the isolation which HIV or AIDS can cause.

Treatment for HIV and AIDS

Increasingly it is possible to prevent or treat secondary infections using new drugs. Research continues into delaying the disease and prolonging life in someone with HIV or AIDS. Drug treatment is still experimental, but scientists understanding of how the virus works continues to improve.

Is there a risk of infection at work?

There is no risk where there is no direct contact with the blood, semen or other body fluids of infected individuals. Managers need to undertake risk assessments including a review of working methods to see whether there may be a risk of employees coming into contact with infected body fluids. In general this risk is likely to arise only from accidents and/or their treatment and the usual good hygiene practices adopted to prevent contamination generally will be sufficient to prevent infection by the HIV virus.

Special Precautions

In any situation requiring first-aid, certain precautions already need to be taken to reduce the risk of transmitting other infections (such as Hepatitis B). For example, first-aiders should always cover any exposed cuts or abrasions they may have with a waterproof dressing before treating a casualty and should also wash their hands both before and after applying dressings. Where blood, semen or other body fluids have to be mopped up, disposable gloves should always be worn and paper towels used; these items should then be placed in hazard bags and safely disposed of. Clothing may be cleaned in an ordinary washing machine using a cycle set above 70c degrees. If bleach is added, a cold wash is sufficient. The area in which any spills have occurred should be cleaned with disinfectant that is available using it in a way as recommended for use on the packaging. If direct contact with another person's blood or other body fluids occurs, the area should be washed as soon as possible with ordinary soap and water. Clean cold tap water should be used if the lips, mouth, tongue, eyes or broken skin are affected and medical advice sought.



Confidentiality

Managers should treat employees with HIV or AIDS with the same sensitivity given to employees suffering from any other serious illness and ensure that any information they possess is maintained in complete confidence. They should not attempt to advise or counsel employees with HIV but should refer them to services as outlined under Advice and Support.

If an employee wishes to discuss their illness with the Medical Adviser or Counsellor from the Counselling and Trauma Unit this information will remain strictly confidential to the person consulted. No other employee (including the employee's manager) will be informed without the individual's specific permission, except in the unlikely situation that not to do so would contravene Health and Safety legislation. The Manager would, if necessary, be informed of the effect of the condition on safe working rather than details of the condition itself. The Health and Safety at Work Act places a statutory duty on employers to protect employees as far as reasonably practicable. There may be the very slight possibility that an employee with AIDS develops a particular symptom or illness that puts them at risk as an individual or that constitutes a risk to other employees. TfL would be bound to take note of medical advice in this situation.

Should an Employee disclose they have HIV or AIDS?

Employees are under no obligation to disclose their condition to their employer. However, they are required to disclose all past and current illnesses and treatment, at the pre-employment checks stage and any other medical assessment. If employees do reveal this information at a medical assessment, it will remain confidential to Occupational Health.

Attendance at Work

Where absence from work is known to result from HIV or AIDS related illnesses, it should be treated as any other absence would be and the usual attendance guidelines will apply. Self certificates should be completed by the employee for absences of seven days or less. Medical certificates are required for absences of eight days or more to run consecutively over the period of absence. Return to work procedures also apply.

Attitudes of Colleagues at Work

Providing general information, particularly about the methods of transmission, workplace implications (including first aid), the organisation and employee responsibilities, should help to allay any fears and ensure normal working relationships.

HIV or AIDS is included in the definition of a disability under the Disability Discrimination Act 1995 and, as with sex or race, discriminating against an employee with HIV/AIDS is a disciplinary matter. If employees refuse to work normally with a person infected with HIV or AIDS, the manager should



respond as they would to other disciplinary matters and seek a resolution through normal procedures. Dismissing individuals who are, or are thought to be, HIV positive or have AIDS because of their illness or simply because of pressure from other employees would in many cases expose the employer to a claim for unfair dismissal. Suspending them may also reinforce the groundless fears of their colleagues.

Further information

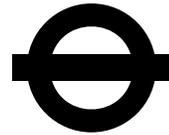
Information, advice and support on HIV or AIDS can be obtained from the following sources:

Internal:

- **Occupational Health**
Medical Advisory Service 0845 600 2490 (Int 1760)
For all Treatment Services including the Counselling and Trauma Unit
0845 600 1776 (Int 1776)
- **HR Services int: 1729**

External:

- **Terrence Higgins Trust Helpline 0845 1221 200**
12 noon - 10pm, daily
Leading HIV & Aids charity in the UK and largest in Europe
- **National Sexual Health Helpline 0800 567123**
(24 hours, free)
For free, confidential information, advice and support on all aspect of HIV/AIDS and sexual health
- **National Drugs Helpline (FRANK) 0800 776600**
(24 hours, free)
Free confidential drugs information and advice 24 hours a day.
- **Haemophilia Society 020 7380 0600**
(9am - 5pm, Mon-Fri)
Provide services for people with haemophilia affected by HIV and Hepatitis C. The Haemophilia Society has a strict confidentiality policy and is committed to equal opportunities.
- **Positively Women 020 7713 0222**
(10am - 5pm, Mon-Fri)
Positively Women is the only national registered charity offering peer support - support for women living with HIV by women living with HIV.



Bullying and Harassment Policy and Procedure

Issue date: 29 February 2008
Effective: 3 March 2008
This supersedes any previous policy

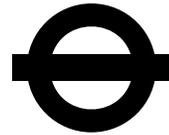
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Bullying and Harassment at Work Policy and Procedure

Section A

1 Introduction

Transport for London (TfL) aims to ensure that all employees are treated fairly, with respect and dignity, and free from bullying and harassment. Workplace bullying or harassment in any form, by or against employees, will not be tolerated.

TfL will ensure that employees are made aware of the most recent version of this policy and procedure, and any subsequent amendments.

2 Organisational Scope

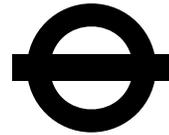
Employees of TfL, Docklands Light Railway Limited, Rail for London Limited, London Bus Services Limited, London Buses Limited, Victoria Coach Station Limited who are on TfL employment contracts (Pay bands 1-5 and Directors) and those staff on predecessor organisations employment contracts where the individual has transferred to the employment of TfL.

3 Policy Statement

TfL is committed to eradicating from work all forms of bullying and harassment which may be on the grounds of race, nationality, ethnicity, sex, disability, age, sexual orientation, religion, belief, faith, or personal characteristic.

All employees have a responsibility to help create a safe and supportive working environment and this includes behaving in a responsible, moderate and sensitive manner in dealings with others. Any serious or persistent form of bullying or harassment will not be tolerated and will be regarded as Gross Misconduct which may result in dismissal in accordance with TfL's Discipline Policy and Procedure.

In taking steps to eradicate all forms of bullying and harassment from the workplace, TfL acknowledges that management behaviour should always be appropriate, ensuring that departmental culture is not one that encourages or tolerates inappropriate behaviour.



TfL will proactively support those who are bullied or harassed which may include, but is not limited to, referral to the Counselling Unit in Occupational Health.

4 Definitions

The following terms are referred to throughout this Policy and Procedure. The definitions attributable to them are by way of summary only and do not limit the extent or effect of any statutory definitions in any way.

4.1 Bullying

TfL defines bullying as offensive, intimidating, malicious or insulting behaviour, or an abuse or misuse of power or authority through means intended to undermine, humiliate, denigrate or injure the recipient. Bullying may be persistent or an isolated incident. This conduct may be of a physical, verbal or non-verbal nature.

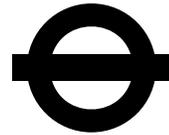
4.2 Harassment

TfL defines harassment as unwanted conduct which has the purpose or effect of violating another person's dignity or creating an offensive, intimidating, hostile, degrading or humiliating environment. It may relate to race, nationality, ethnicity, sex, disability, age, sexual orientation, religion, belief, faith, or personal characteristic and may be persistent or an isolated incident. This conduct may be of a physical, verbal or non-verbal nature.

4.3 How can bullying or harassment be recognised?

In cases where the employee believes that the comments made or actions taken are demeaning or unacceptable to them as an individual, they may perceive that they have been bullied or harassed. In deciding on whether a person has been bullied or harassed TfL will consider the above definitions. By way of illustration examples of what would be regarded as unacceptable behaviour are listed below, however the list is not exhaustive:

- insulting someone (particularly on the grounds of race, nationality, ethnicity, sex, disability, age, sexual orientation, religion, belief, faith or personal characteristic) or spreading rumours about them, or making inappropriate jokes, insinuations, taunts and/or derogatory comments about dress or appearance
- ridiculing or demeaning someone – picking on them or setting them up to fail which may be done by allocating them excessive and/or complex work
- inappropriate circulation or escalation of memos/emails that are critical of another employee, whereby the impact may be to undermine the employee
- exclusion from work activities or TfL social activities
- unfair treatment
- overbearing supervision or other misuse of power or position
- unwelcome sexual advances – touching, standing too close, leering or making comments about an individual's appearance



- display of offensive materials
- making threats or comments about job security without foundation
- making it unnecessarily difficult to exercise religious beliefs and practices

In considering the examples above, it is important to note that bullying and/or harassment are not necessarily face to face. An individual may be bullied and/or harassed by written communications, email or by phone. An individual may be bullied and/or harassed by a single colleague, several colleagues, a manager, peer, agency worker or a contractor.

4.4 Discrimination and victimisation

Cases of alleged direct, indirect discrimination or victimisation will normally be addressed through the Grievance Policy and Procedure.

4.5 Named Individual (s)

This refers to the person(s) alleged to have carried out the bullying and/or harassment.

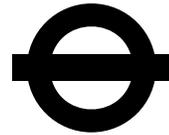
5 Day to Day Management

Firm and fair management should not be viewed as bullying or harassment. The list below, although not exhaustive, would not normally be considered as bullying or harassment:

- where reasonable deadlines are given and are explained to the employee
- when reasonable requests are made, appropriate to the grade, ability and duties of the employee
- when alternative duties are allocated to the individual and/or occur on an ad hoc basis for which they are competent and/or qualified

Where a manager is taking action under another TfL policy or procedure, for example, Discipline at Work, Attendance at Work or Performance Improvement, this will not be deemed to be bullying and/or harassment in the first instance, provided that this is the appropriate use of the policy and it is not being used as a response to an unrelated matter. Any concerns regarding the use of that policy should be raised within the procedure concerned at the appropriate hearing or meeting.

Equally, an employee who raises a concern under the Bullying and Harassment Policy and Procedure in response to an action taken by their line manager under another TfL policy and procedure should be aware of the possible consequences of raising false, spurious or vexatious claims.



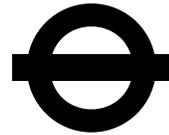
6 Requirements

- All employees are expected to act in a professional manner and within the boundaries of the TfL Employment Framework and the TfL Code of Conduct.
- The overriding objective is to prevent or stop bullying or harassment as quickly as possible in a way which minimises the distress caused to the employee who may be bullied or harassed. Managers will consider any potential action to ensure protection of the employee raising the concern as well as minimising any disruption to the organisation.
- Every employee who believes that they are being bullied or harassed will be able to seek confidential support and advice at the earliest possible stage from their manager, a PMA Specialist, a trades union representative, fellow worker and/or the Counselling Unit within Occupational Health.
- An employee who raises a concern will not be victimised. It will be assumed that the concern has been raised in good faith and that the employee genuinely perceives that they have been bullied or harassed. TfL recognises that it has a responsibility to assess whether the perception of the situation by the employee is reasonable.
- Named individuals of perceived bullying or harassment have the right to know a concern has been raised and by whom. At the fact-find the details of the concern will be provided and the named individual will be given the opportunity to respond.
- Regular updates will be offered throughout the process to all parties.
- Where an employee raises a concern under this procedure, the matter cannot also be raised under the Grievance Policy and Procedure.
- Complaints must be raised as soon as possible, but certainly within 28 days of the last incident having occurred.
- TfL will ensure that all records and documentation will be treated as strictly confidential and that all records will be held securely. Access to information will be limited to appropriate people. However, it is important to note that investigations and hearings may require the disclosure of certain facts.

7. Responsibilities

7.1 All Employees should:

- comply with the arrangements set out in this policy and procedure
- recognise and act upon behaviours which contravene this policy
- understand that bullying and harassment will not be tolerated and that unacceptable language and behaviour (see 4.3 above) will be challenged
- ensure that any potentially offensive written material for example posters, postcards, email or Internet material (see 4.3 above) is not displayed or circulated



- pursue concerns via the informal process to resolve any perceived bullying or harassment unless they feel unable to and want to use the formal procedure (see Section B)
- recognise that false, spurious or vexatious claims will not be tolerated and will result in disciplinary action and possible dismissal under TfL's Discipline at Work Policy and Procedure
- co-operate with any fact finding process into bullying or harassment, including attending fact finding meetings, irrespective of whether or not they have been directly involved themselves
- be aware that they will be required to provide details of any perceived bullying or harassment which may include details of incidents – records of dates, times, any witnesses, etc

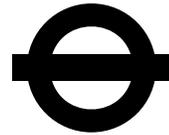
7.2 All Managers and employees with a leadership or supervisory role should:

- ensure all employees are aware of the Bullying and Harassment Policy and Procedure and any subsequent amendments made to it
- make clear to employees that bullying and harassment will not be tolerated and that unacceptable language and behaviour (see 4.3) will be challenged
- act promptly should any potentially offensive written material for example, posters, postcards, e-mail or Internet material, be brought to their attention to ensure it is no longer displayed or circulated
- take prompt action to stop bullying and harassment as soon as it is identified or reported
- contact a People Management Advice (PMA) Specialist who will provide practical advice and assistance in dealing with any perceived bullying or harassment
- act swiftly once a complaint has been raised.

7.3 People Management Advice Specialists (PMA)

The role of the PMA Specialist is to act impartially in advising and guiding managers and employees.

The PMA Specialist ensures that the procedure is followed and will intervene and address the formal meeting (the employee, their companion or Chair) as appropriate to ensure appropriate conduct. The PMA Specialist is not responsible for deciding whether the case is found or what action is to be taken and can therefore normally be involved in several stages of one case. They will advise of the range of appropriate actions which may be taken to ensure they are in line with company policy and other similar cases. In exceptional cases another HR professional may be involved in the process.



If an appeal is specifically on the grounds of a breach of procedure that occurred as a result of advice from the PMA Specialist then it will be appropriate for another PMA Specialist to attend.

7.4 Trained and/or suitably experienced investigators will

- undertake fact finding, where requested, following a formal concern being raised, to determine whether bullying and/or harassment has taken place
- adhere to the agreed terms of reference for the investigation
- produce a written report detailing their findings
- maintain full records of the fact finding

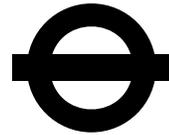
7.5 The role of the Companion:

At the formal stages of the procedure the chosen companion can address the hearing and may:

- put the employee's case
- sum up the employee's case
- respond on the employee's behalf to views put forward at the hearing
- raise issues on matters of policy and procedure

They cannot answer questions on behalf of the employee that are directly asked of them.

Normal standards of behaviour apply to work place companions and trades union representatives. In respect of companions that are recognised trade union representatives they are entitled to carry out trade union duties as outlined within this policy and the [TfL Framework for Consultation and Collective Bargaining](#).



Section B The Procedure

1 Informal approach

Where an employee believes that they are being bullied and/or harassed they should, if possible, raise their concern in the first instance with the individual concerned. In most cases it is hoped that the problem can be resolved quickly by talking to the individual. Advice is available from a PMA Specialist on how this may be approached.

Alternatively, employees may wish to seek the support of their line manager when addressing the situation. If the concern is about their line manager they may wish to raise it with their line manager's manager. At this stage it is important the appropriate manager seeks to understand the reasons for the belief of bullying and/or harassment. The manager should arrange a meeting to discuss the employee's concern and seek to agree ways of addressing the situation informally.

The range of options available is set out below. This is not an exhaustive list and the options are not mutually exclusive:

- the manager and/or employee meeting the named individual
- if the named individual is from a different management team, the manager and/or employee speaking to the manager of the named individual
- the manager meeting with groups of employees to remind them of their responsibilities under the Bullying and Harassment Policy and Procedure
- mediation

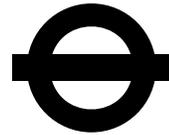
The employee will also be asked if they require any form of support and whether they want to be referred to the Counselling Unit within Occupational Health.

Although this is informal, confidential notes of actions to prevent and/or address the perceived bullying or harassment should be kept and issued to the relevant parties. Any differences in relation to the content by the employee must be kept on the file with the notes.

2 Formal approach

In cases where:

- the employee puts the concern in writing to their line manager, or the next appropriate senior line manager (if it is against the immediate line manager), and does not want to follow the informal process OR
- the informal approach has not resolved matters,



the manager will acknowledge receipt of the complaint. Upon receiving the complaint the manager should contact a PMA Specialist and will need to establish whether any interim arrangements need to be made. If so the named individual will be informed of the allegation against them and that a further meeting is to take place to establish the details. If appropriate, the line manager will suspend the named individual or allocate them alternative duties. In cases where the employee asks to be moved or assigned alternative duties and the request is reasonable and possible, then this will take place.

Notwithstanding any interim arrangements, managers should where practicable invite the employee to a formal meeting within at least 7 calendar days of receiving the complaint. The purpose of this meeting is to enable the manager to fully understand the concern and consider how it can be resolved. The invitation to the meeting should give the employee 7 calendar days notice and remind them that they have a right to be accompanied by a TfL workplace colleague or a trades union representative (the companion). If the employee cannot attend due to circumstances outside their control and unforeseeable at the time the formal meeting was arranged, or the companion cannot attend on the proposed date, the employee can suggest an alternative time and date, so long as it is reasonable and it is not more than 7 calendar days after the original date. The chair will seek to take all reasonable steps to arrange a suitable date within 7 calendar days of the original hearing. Should it be that the chosen companion is not available then an alternative companion should be sought. This is to ensure the matter is resolved in a timely fashion. The 7 calendar days may be extended by mutual agreement.

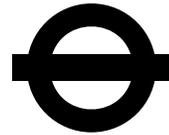
2.1 The Initial Formal Meeting

2.2 Purpose

The purpose of this formal meeting is to enable the appropriate manager to fully understand the complaint and consider how it can be resolved. The manager will also listen to any requests for support and where possible will act upon this and/or make appropriate interventions to assist the employee.

2.3 Present

- The Chair of the meeting, who will normally be the line manager
- The employee and their companion (if requested)
- A PMA Specialist will attend the meeting
- A note taker will attend the meeting to capture full and meaningful notes. These will normally be issued to the employee within 3 working days. Any difference in relation to content of the notes will be kept on file.



2.4 Conduct of the meeting

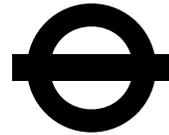
During the formal meeting:

- the employee should outline their reasons for feeling bullied and/or harassed and may make suggestions on how the matter could be reasonably resolved
- the employee should give specific examples of the perceived bullying and/or harassment along with when the behaviour has occurred and whether it was observed by anyone
- the manager should ask questions to gain a clear understanding of the employee's concerns with a view to determining a resolution.

Once the manager chairing the meeting has given the matter careful consideration, which may require an adjournment, they will then advise the employee of how they intend to proceed and confirm it in writing.

At this stage the manager may adopt one of the options below:

- state that they need more time to consider the points raised and where appropriate carry out some initial fact finding. The manager will adjourn and reconvene the meeting within 7 calendar days where they will confirm the next steps to the employee
- note the employee's concerns and confirm that they will speak to the named individual seeking to resolve the issue through informal management action. A follow up meeting will be arranged with the employee to advise them of the informal action
- note the employee's concerns and conclude that they will mediate between the employee and the named individual to resolve matters informally. This may also be done utilising a PMA Specialist where appropriate
- note the employee's concerns but conclude that the alleged behaviours do not fall under the definitions of bullying and/or harassment. The manager will confirm that an independent fact find will not take place but may outline any support that they believe is appropriate
- note the employee's concerns and conclude that the behaviours do not necessarily fall under the definition of bullying and/or harassment but may breach the TfL Code of Conduct or employment policies (e.g. there may be examples of inappropriate behaviour, swearing and poor attitude). As a result the manager will inform the employee specifically what incident(s) will be investigated and who will conduct this fact find. The fact finding process outlined in the Discipline at Work Policy and Procedure will now be followed
- confirm that the alleged behaviours appear to fall under the definitions of bullying and harassment and that a formal fact finding investigation will be necessary. The manager will confirm that the fact find (see section 2.2 below) will go to a suitably trained and/or experienced person, and will outline the remit (terms of reference) of the fact find. The terms of reference may include the specific events that are to be investigated, and the likely



witnesses to be interviewed– which may be extended following further investigation. The employee will have an input into the terms of reference

Although the named individual may already have been advised of the complaint, this will now be confirmed and they will be informed that a full formal fact find is to take place. They will also be given a copy of the terms of reference, and during the fact find, given an opportunity to respond to the allegations. If not already done so and if appropriate, the line manager will suspend the named individual or allocate them alternative duties. In the first instance, it will be the named individual that may be moved, but on rare occasions, for example where it is believed that the presence of the employee who raised the concern, may also unduly influence the fact finding, they may be transferred or allocated alternative duties. In cases where the employee asks to be moved or assigned alternative duties and the request is reasonable and possible, then this will take place.

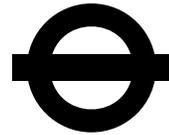
2.5 The Fact Find – suitably experienced and/or qualified fact finding (where appropriate)

The line manager or PMA Specialist will contact the witnesses and make them aware of why they will be interviewed. Line managers need to ensure that witnesses are encouraged to attend and are available to attend any meeting as soon as possible. All employees who are directly involved are required to cooperate with any fact finding investigation. Employees who refuse to participate and disclose any requested information, may be subject to disciplinary action and informed that the organisation will proceed with the fact finding.

The trained/suitably experienced investigator is required to determine the facts and will:

- meet the employee (complainant), named individual and any relevant witnesses.
- complete the fact finding within 28 calendar days with an additional 7 days to complete the report. In exceptional circumstances where a longer period is required, the PMA Specialist will inform the line manager of the delay and the reasons for it. The line manager will then inform the employee who raised the concern and the named individual in writing of the delay and the reasons for it, and at least every 28 calendar days subsequently if necessary
- submit their report which will summarise their key findings and include any meeting notes, statements and other facts, to the PMA Specialist and the Chair of the original meeting with the employee. The report will not state whether bullying or harassment has taken place as the line manager will determine this upon reviewing the facts.

In order to ensure that full and meaningful notes are taken at interviews it will be common practice for a note taker to attend the fact-finding. At the end of the



meeting a copy of the notes will be given to both parties and signed by those in attendance. Within 2 working days, the formal record of the meeting will be given to the employee, and if they want to record any differences in the content of the notes then these must be provided within 2 working days of receiving the notes. The employee who raised the allegation is entitled to be accompanied at any fact-finding interview. In cases when the named individual is suspended or if they are likely to face a charge of gross misconduct if the allegation is found, they may be supported by a trades union representative or work place colleague (companion) at a fact-finding interview. The companion is not permitted to answer questions on behalf of the employee/named individual or call adjournments. Witnesses are not entitled to be accompanied.

In the event that any individual is absent through sickness and not available for interview, advice should be sought from Occupational Health as to whether the reason given for absence prevents the individual from being interviewed. Interviews may still go ahead unless there are medical reasons that the employee's attendance would have an adverse effect on their mental or physical health.

2.6 Review Meeting - the outcome of the fact finding investigation

The manager of the employee who raised the concern will arrange a meeting with them and if requested, their companion. At this meeting the manager will disclose the report and inform them of their conclusion. The potential outcomes are:

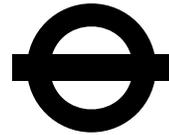
Bullying and/or harassment found

In the majority of cases where the manager has concluded that bullying or harassment has taken place the named individual will be referred to a formal disciplinary hearing in accordance with the Discipline at Work Policy and Procedure. The interviews and completed report will serve as the Summary Report with additional information being included as required (see section 4.3 of the [Discipline at Work Policy and Procedure](#)). Cases of serious or persistent bullying or harassment this will be regarded as Gross Misconduct which may result in dismissal.

In exceptional cases the manager may decide to take informal management action to address the situation. In such cases the full reasons for taking the informal action will be confirmed in writing to all relevant parties.

No bullying or harassment found

The manager will outline the reasons why no bullying and/or harassment was found and what steps if any, will now be taken.



The manager is required to confirm their decision and the reasons for it in writing. Wherever possible this should be done at the end of the hearing following the necessary adjournment. If it is not possible to confirm the decision in writing on the day, then it should be done as soon as possible. The employee will have 7 calendar days to appeal from the date of the letter. In cases where the letter is posted and there is a delay in receipt of the letter, the appeal period may be reasonably extended by mutual agreement.

2.7 Informing the named individual

It is important that the named individual is met in order to disclose the report, its findings and any next steps. Depending on the circumstances of the case and the next steps it will either be the Chair of the formal hearing or the line manager of the named individual that meets with them. The named individual will be made aware that the person who raised the concern has the right to appeal.

3 Appeals

The employee who raised the concern may appeal regarding the following:

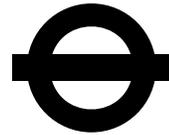
- the outcome of the initial formal meeting
- the findings of the fact find and any next steps discussed at the review meeting
- the procedure was not followed correctly

The individual chairing the appeal will be a manager senior in authority to the manager who chaired the original hearing or an individual who has the authority to, if appropriate, override the original decision. They will be outside of the management chain but normally within the same Directorate and should not have had any previous involvement in the case. They will meet with the employee to discuss the appeal in order to:

- fully understand why they have appealed
- consider whether the decision reached by the manager at the first formal meeting was reasonable AND/OR
- decide, where the matter was investigated by a suitably trained and/or experienced individual, whether the case has been properly investigated and if the outcome is reasonable, given the facts obtained

At the appeal a PMA Specialist will be in attendance, and a note taker will attend the meeting to capture full and meaningful notes. These will normally be issued to the employee within 3 working days. Any difference in relation to content of the notes will be kept on file.

The Appeal Manager may uphold or change the original decision or require further fact finding where they consider the original decision was flawed and had an impact on the findings. The decision is final and ends the procedure. They



will advise the employee of the outcome in writing, within 7 calendar days of the appeal meeting.

Should the Appeal Manager consider that further fact finding is required before a decision can be made they must inform the employee, including timescales, which would ideally not be longer than 7 calendar days. The appeal meeting will then be re-convened to advise the employee of any additional information obtained and provide the employee with an opportunity to comment. The Appeal Manager will then deliver the decision reached. The employee can confirm they do not wish to attend and ask for the decision in writing only.

If the Appeal Manager considers that based on the facts available bullying and/or harassment did occur then suitable disciplinary action will be taken as outlined in 2.6.

The named individual about whom the concern was raised will be advised in writing of the outcome of the appeal as soon as possible.

4 Support and advice

Support and advice can be obtained by speaking to your manager or contacting HR Services.

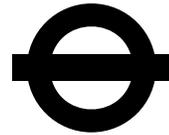
5 Retention and disclosure of records

To demonstrate TfL's commitment to the principles of openness and transparency, any reports and interview notes will be disclosed as described in the procedure. Wherever possible any such information will be disclosed prior to a formal meeting/hearing. To protect the legal rights of all individuals involved in an investigation, to fulfil TfL's duty of care as an employer, and to comply with the Data Protection Act, TfL may need to remove information that may lead to the identification of the third party (e.g. an employee or a member of the public).

Any letters, reports and interview notes will be retained for 7 years from the date the matter was formally closed. Only live warnings will be disclosed or considered when deciding upon any appropriate sanction.

6 Ownership and Review

TfL Group Employee Relations and HR Policy.

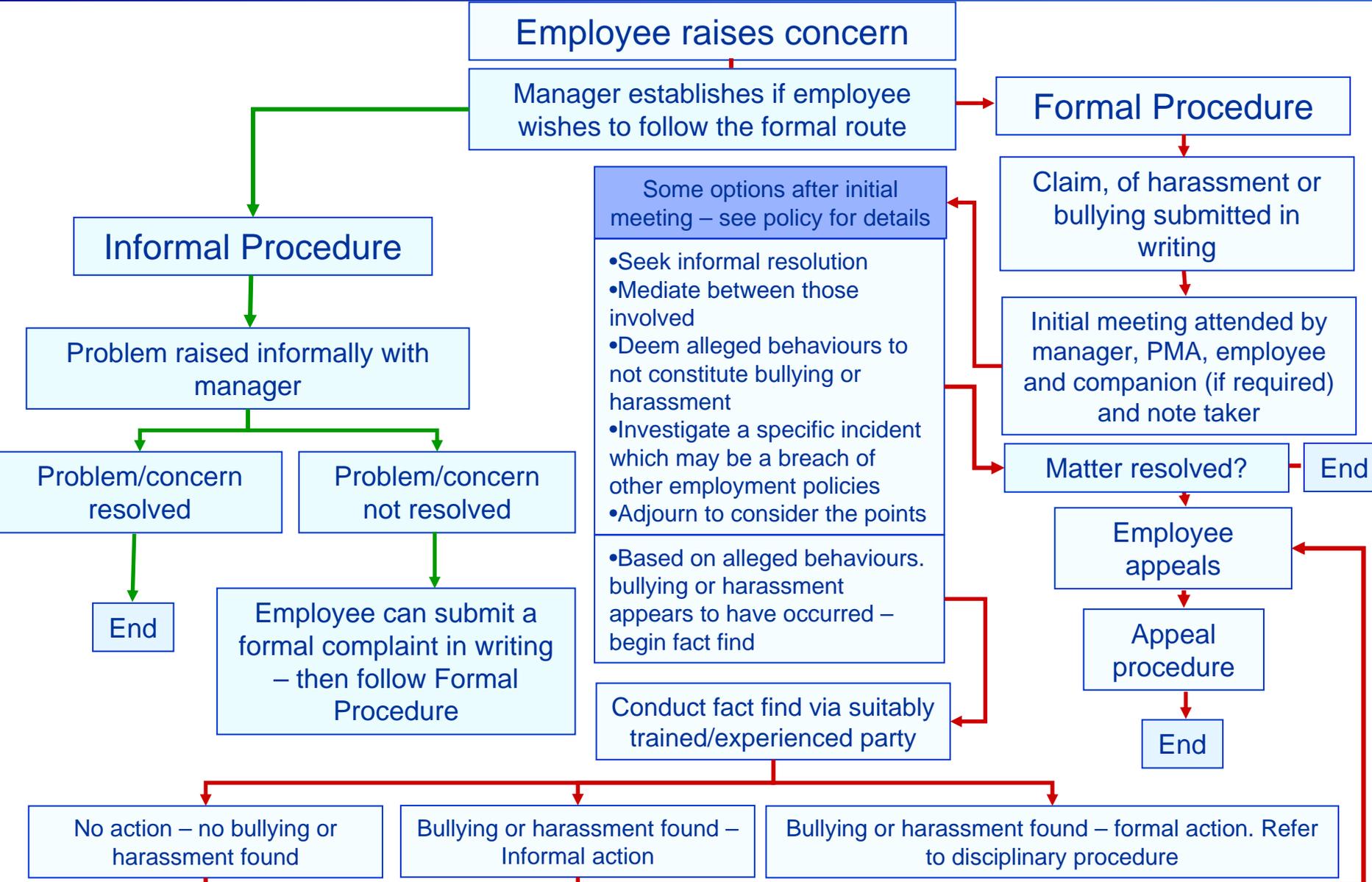


7 Related Documentation

Employees are encouraged to look at this policy in conjunction with:

[Code of Conduct](#)

TfL Employment Framework



SCHEDULE 4 - CHARGES

CATERING EQUIPMENT MAINTENANCE - PRICING SCHEDULE - SCHEDULE OF RATES

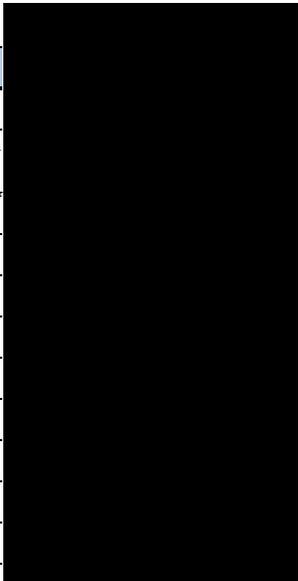
	Weekday	Weekday	Sat / Sun	Sat / Sun	Bank Holiday
Operative	Per Hour	Per Day	Per Hour	Per Day	Per Hour
General Technician					
Senior Technician					
Refrigeration Engineer					
Gas Safe Engineer					
General Labourer					
Fabrication Specialist					
Management/Director					
Administrator					
Other: <i>Please Specify</i>					
Note as this is a fully comprehensive contract we do not differentiate between week day & weekend charges					

LIST ANY EXCEPTIONS OR SPARES PARTS ETC & COSTS WHICH ARE NOT INCLUDED IN THE FULLY COMPREHENSIVE PRICE

Description <i>e.g. delivery of item of equipment to site from store; fridge compressor etc</i>	Cost £
Collection of appliance - Refrigerator - from site - Replace Compressor on a Refrigerator, test and return to site	
Collection of appliance from site - Freezer - Replace Compressor on a Freezer, test and return to site	
Collection of appliance - Refrigerator - from site - Replace Evaporator on a Refrigerator, test and return to site	
Collection of appliance - Freezer - from site - Replace Evaporator on a Freezer, test and return to site	

CATERING EQUIPMENT MAINTENANCE - PRICING SCHEDULE

Description of Fixed Annual Additional Costs
<i>Please Specify e.g. Storage; insurance; Management Fee etc.</i>
<i>To provide Storage to receive & store new Equipment for onward delivery at future date. To store equipment from collected from sites to be stored for onward delivery at a future date ***Allocated 100sq feet in Warehouse for Tf Equipment**</i>
Total Annual Cost (please insert in annual cost spreadsheet)



Mobilisation Costs	One-Off Cost
<i>Please Specify Activity e.g. Mobilisation Manager etc.</i>	£
As we are the encumbant contractor there will be no mobisation costs	£ -
Total One-Off Cost	£

SCHEDULE 5 – PROJECT PLAN

1. The Service Provider shall comply with the Contract Mobilisation and Transition Plan set out at Appendix 1 (Contract Mobilisation and Transition Plan) to this Schedule 5 (Mobilisation Requirements).
2. Without prejudice to the generality of paragraph 1:
 - (A) the Service Provider’s Mobilisation team shall attend mobilisation/transition meetings chaired by the Authority as will be scheduled by the Authority and notified to the Service Provider; and
 - (B) the Parties shall hold conference call at a set time. The Service Provider shall participate in this call and provide daily verbal updates.
3. In the event that the Service Provider considers that there is likely to be a delay in carrying out any of the activities contained within the Mobilisation and Transition Plan, it shall immediately notify the Authority and provide its proposals to the Authority for review and approval as to how it will mitigate the impacts of any such delay. The Service Provider will thereafter comply with any such proposals as approved by the Authority. Any failure by the Service Provider to comply with this obligation shall be dealt with in accordance with Schedule 9 (Performance Measurement).
4. In the event that the Authority considers at any time that there is likely to be a delay in carrying out any of the activities contained within the Mobilisation and Transition Plan it may ask the Service Provider to identify the reasons for such delay and immediately provide its proposals to the Authority for review and approval as to how it will mitigate the impacts of any such delay. The Service Provider will thereafter comply with any such proposals as approved by the Authority. Any failure by the Service Provider to comply with this obligation shall be dealt with in accordance with Schedule 9 (Performance Measurement).
5. Without prejudice to the generality of the above, the Service Provider shall at all times:
 - (A) establish and maintain a statutory aspects inspection and compliance schedule and register; and
 - (B) ensure it understands and applies the Authority’s permit to work system.

APPENDIX 1 – CONTRACT MOBILISATION AND TRANSITION PLAN

CaterCover Service Ltd.

Mobilisation plan

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

SCHEDULE 6 - FORM FOR VARIATION

PART A

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone: *[to be inserted]*

Fax: *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 31 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.

PART C – ADDITIONAL WORKS PART 1

Definitions

Additional Works means the provision, on a temporary and/or ad hoc basis, of any additional:

- (a) asset replacement or other remedial works or minor works; and/or
- (b) labour, in excess of any of the quantities set out in the Specification, to provide services which relate to the type and nature of the general scope of the Services but which are outside of the specific scope of the Services;

Additional Works Notice means a request for Additional Works from the Authority that states on its face that it is an Additional Works Notice;

Additional Works Rates means the rates to be applied in respect of any request from the Authority for Additional Works as contained in Schedule 2 (Payment);

Revised Additional Works Notice has the meaning given to it in paragraph 2.4 of Part 2 of this Schedule 6 Part C.

PART C – ADDITIONAL WORKS PART 2

1. Additional Works Notice

- 1.1 Where Additional Works are required by the Authority, the Authority shall submit to the Service Provider an Additional Works Notice.

2. Service Provider Response and Authority Confirmation

- 2.1 Within five (5) Business Days of receipt of the Additional Works Notice, the Service Provider shall confirm in writing to the Authority as relevant and in accordance with this Part 2:
 - 2.1.1 the cost of performing the required Additional Works;
 - 2.1.2 the time period for performing the Additional Works; and
 - 2.1.3 when it is proposed the Additional Works are to be carried out.
- 2.2 The cost of implementing the required Additional Works shall be calculated by reference to paragraph 3 of this Part 2.
- 2.3 Other than the costs referred to in paragraph 2.2 of this Part 2 the Service Provider shall make no charge to the Authority for processing, implementing or managing Additional Works.
- 2.4 The Authority may object in writing within five (5) Working Days of receipt of the Service Provider 's confirmation pursuant to paragraph 2.1 of this Part 2 to any part of that confirmation and in such circumstances the Parties shall act reasonably to agree as soon as practicable how the Additional Works are to be implemented. In the event that the parties cannot reach agreement within ten (10) Working Days (unless otherwise instructed by the Authority), the Authority shall have sole discretion to determine the terms and such terms shall be notified to the Service Provider in a revised Additional Works Notice (the "Revised Addition").
- 2.5 Where the Authority accepts the information provided by the Service Provider pursuant to paragraph 2.1 and following receipt of an instruction by the Authority to proceed with the Additional Works, the Service Provider shall then carry out the Additional Works in accordance with the agreed Additional Works Notice or Revised Additional Works Notice (as applicable).
- 2.6 Notwithstanding the right of the Service Provider to refer a Dispute in relation to an Additional Works Notice to the dispute resolution procedure pursuant to Clause 25, in the event of a Dispute, the Service Provider is required to implement the Additional Works pending the outcome of the Dispute.

3. Pricing of Additional Works

For the purposes of paragraph 2.2 of this Part 2, the cost of implementing any Additional Works shall be calculated in accordance with the calculation set out in Schedule 2 (Payment) and on the basis that:

- 3.1 wherever practicable the Service Provider shall procure that such works are carried out by existing on-site and suitably qualified Service Provider Personnel and no labour element shall be charged to the Authority in respect of such works. Where such Additional Works are not carried out by existing on-site and suitably qualified Service Provider Personnel, the cost of the labour element shall be calculated in accordance with the Additional Works Rates or, where such rates are not applicable, in accordance with rates which are fair and reasonable;
- 3.2 subject to paragraph 3.3, the materials element shall be charged at the cost of materials to the Service Provider or to the contractor carrying out the work (net of all discounts) and there shall be no management fee, margin, overhead, contingency or other cost applied in relation thereto.

4. Implementation

- 4.1 The Service Provider shall perform the required Additional Works so as to minimise any inconvenience to the Authority and within the timescales specified in the confirmation provided pursuant to paragraph 2.1 of this Part 2 (or agreed by the parties pursuant to paragraph 2.4 of this Part 2).
- 4.2 The Service Provider shall notify the Authority when it believes the Additional Works have been completed.
- 4.3 Where the Service Provider has either:
 - 4.3.1 failed to provide a response pursuant to paragraph 2.1 of this Part 2; or
 - 4.3.2 failed to fully implement the Additional Works within ten (10) Working Days of the date that has been determined or agreed in accordance with paragraph 4.1 of this Part 2 as being the date on which the Additional Works should have been implemented, then the Authority shall be entitled to exercise its rights pursuant to Schedule 9 (Performance Measurement).

5. Payment

- 5.1 Where the Additional Works have been performed to the satisfaction of the Authority acting reasonably the Service Provider shall include the costs of the relevant Additional Works in its next following Payment Application submitted following completion of the relevant Additional Works.
- 5.2 All amounts payable in respect of Additional Works shall be invoiced and paid in accordance with the procedure described in Clause 5 of this Contract.

6. Documentation and Monitoring

- 6.1 No due diligence (whether funder, legal, technical, insurance or financial) shall be required in relation to Additional Works unless otherwise agreed between the parties.
- 6.2 Unless otherwise agreed between the parties, no changes shall be made to this Contract as a result of Additional Works, save for the encompassing of the subject matter of the Additional Works within the Specification.
- 6.3 The Service Provider shall keep a record of all Additional Works processed, completed and outstanding and shall provide the Authority with a copy of that record whenever reasonably required by the Authority.

7. Disputes

Any Dispute may be referred by either party for resolution pursuant to Clause 25, but the Service Provider shall, nevertheless, be required to perform the Additional Works within the prescribed timescales notwithstanding the Dispute, where such Dispute concerns the cost of the Additional Works.

8. Applicability of the Contract

In providing the Additional Works, the Service Provider shall comply with the requirements of the Contract and (save to the extent the contrary is expressly set out in this Schedule that is agreed or determined in accordance with the Contract) any provisions in the Contract which impose obligations on the Service Provider in respect of the provision of the Services shall apply equally to the provision of the Additional Works.

**SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY
CONSIDERATIONS**

Surface Transport Health, Safety and Environment Policy

My commitment

Our vision is a harm-free transport network that achieves the highest safety and environmental standards for everyone. Together with the Commissioner, the TfL Leadership Team, and our Directors, I am committed to meeting our vision and these expectations by promoting health, safety and environmental considerations as part of our core business undertakings.

We want to ensure that:

- our staff, suppliers and contractors are not exposed to unnecessary risk
- our customers and users have a safe journey every time
- we deliver, operate and maintain safe services and assets without harming the environment.

How we go about this

Each year Surface Transport business areas develop health, safety and environmental objectives that help to deliver our vision, and we provide adequate resources to deliver these, adopting best practice where appropriate.

We will continue to assess and introduce measures to ensure risks remain as low as reasonably practicable. We will communicate to you all the information that affects our staff, suppliers and contractors. There is regular review of safety, health and environmental performance to identify areas for continuous improvement.

TfL has put in place a health, safety and environment management system that is regularly updated, appropriately reviewed and made available on the Intranet for you or your manager to access and use.

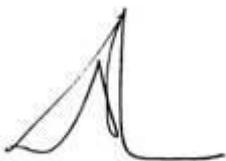
As an employee of Surface Transport, you will be provided with relevant training, equipment and workplaces that allow all activities to be undertaken in a way that ensures the safety of customers and users whilst maintaining the highest environmental standards

Your health and wellbeing is important. TfL provides occupational health services and suitable welfare facilities at your work place.

We will continue to consult on health and safety matters as appropriate, and provide the opportunity for health, safety and environmental matters to be raised and discussed with management teams.

What we can all do

Follow set guidelines, procedures and instructions; don't take shortcuts; report all accidents, incidents and near-misses and raise any health, safety and environmental concerns with your line manager. As employees of TfL, we all have a duty to follow our health, safety and environmental management system to ensure that we minimise risk to ourselves and others whilst protecting the environment.



Managing Director, Surface Transport

July 2013

Health, Safety and Environment Policy

My commitment

Our customers, users, employees and suppliers have an expectation that when using or delivering our services they will remain harm free. Our vision is a harm free environment for all. The TfL Leadership Team, Directors and I are all committed to meeting our vision and these expectations.

We want to ensure that:

- every journey is a safe journey for our users and customers
- our employees, agency staff and contractors go home healthy and safe every day
- we maintain our assets and deliver new assets, improvements and upgrade programmes safely and without harming the environment

How we go about this

We have put in place health, safety and environment rules and procedures, including emergency procedures that are regularly updated. These are for you to use and are available on the Intranet. If you do not know where to find them ask your line manager or your Health, Safety and Environment (HSE) manager.

We assess risks and introduce HSE measures to ensure risks remain as low as reasonably practicable for our users, customers and employees. We tell you the risks and the measures taken to control risks. There is regular review of safety, health and environment statistics to identify trends and root causes, so necessary action can be taken.

Each year we develop HSE improvement plans to enhance what we do. These plans are

regularly reviewed by the Directors in every part of the business.

You will receive the necessary training and suitable equipment to ensure that you can undertake your job safely and ensure the safety of customers and users.

Your health and wellbeing is also important and we provide occupational health services to help you stay healthy and in work and provide suitable welfare facilities at your work place.

We want to build a just culture and employees or their representatives are consulted on health and safety matters as they arise, in a meaningful way through scheduled health and safety meetings, or more often where needed.

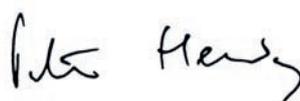
What we can all do

We all need to look out for each other and speak up if we see anything that is unsafe.

We all have a duty to follow our HSE rules and procedures. Do not take shortcuts. If you think rules or procedures are unhelpful let your manager know. Where necessary rules and procedures can be changed.

We can learn from the past, so always report accidents, incidents and near misses.

In these ways we can work together so that our vision for a safe and healthy environment is achieved.



Sir Peter Hendy CBE

London's Transport Commissioner
February 2014



TfL Corporate Environment Framework

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Introduction

Setting the context

At Transport for London (TfL) we play an important role in supporting the Capital's economy and quality of life. We run a large operation; our services accommodate 30 million journey stages every day. We provide vital transport services and promote sustainable options that keep our city moving. In doing this, we have a responsibility to manage the environmental impacts of our activities.

London's population is increasing, and our services are growing to meet this need – we're delivering new services, greater frequency, more capacity and improved reliability.

There are challenges to be met in terms of rising costs, legal pressures and also opportunities to use good practice, innovation and smart technology.

However, we start from a good position – our environmental performance has some world class examples of good practice and we have already met some of our previous targets.

Environmental issues present us with both opportunities and challenges. Some enable us to manage costs more effectively through, for instance, reducing energy and water use. We are also improving the potential of habitats that are around our networks, so contributing to London's quality of life. Some of the challenges relate to changes in legislation, public health issues, provision of stable energy supply and planning for the impacts of extreme weather on service delivery.

This framework describes our vision and ambition for environmental performance over the longer term. It clarifies our priorities and explains how they will be delivered in a way that meets stakeholders' needs. The important environmental areas for us are set out along with objectives and targets. They illustrate why these issues are important, what we want to achieve, how they will be achieved and how we will measure progress.

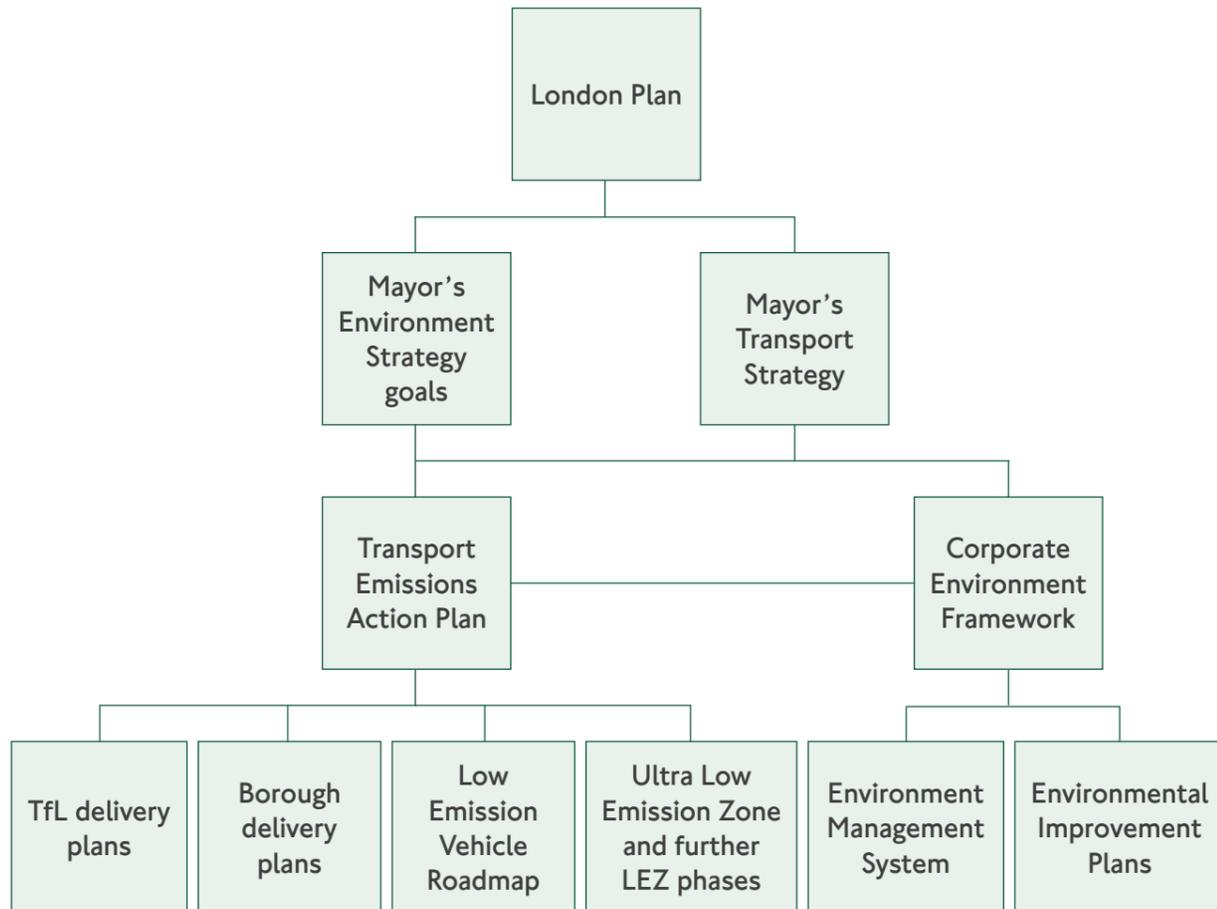
The framework covers the environmental impacts of our directly managed activities and operations, for example, delivery and operation of transport services, projects, maintenance and office functions. It also describes measures that will help us to deliver, and where possible improve, environmental legal compliance and meet other needs, for example, national requirements.

One of the principal aims of this framework is to show the contribution that our directly managed activities can make towards achieving the Mayor's environmental goals. Other elements of the Mayor's environmental aims that affect private transport across the city, are covered by other work we do, such as encouraging a reduction in emissions from vehicles in London.

It is designed to support our Business Plan and the Mayor's transport and environmental strategies. It is not intended to change existing priorities, but is focused on maximising the benefit of current and future plans.

About us

The figure below shows how this framework fits into a programme of work that we are doing to help achieve Mayoral environmental strategies and policy.



We are the integrated transport authority for the Capital and part of the Greater London Authority (GLA). We deliver the Mayor's Transport Strategy in partnership with London's boroughs and other transport providers, such as Network Rail and the train operating companies.

We comprise the following business areas:

- London Underground (LU) – operates London's Tube network, which sees more than 3.5 million passenger journeys a day. LU has 11 lines covering 402km and serving 270 stations. During peak hours, more than 500 trains operate

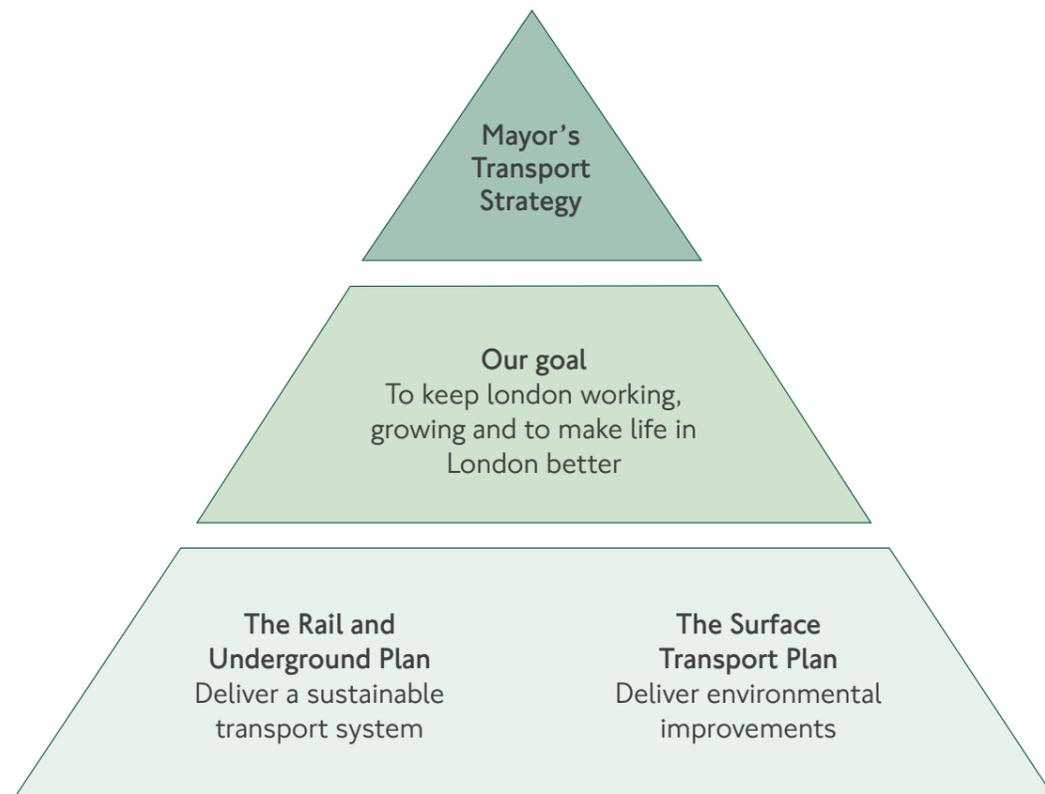
- Surface Transport – provides and manages a broad range of sustainable transport services and choices, including buses, cycling and walking. Bus passenger kilometres reached 8.2 billion in 2012/13. There were also 500,000 cycling journeys and six million walking trips taking place each day. We also carry 30 per cent of the Capital's road traffic on the Transport for London Road Network (TLRN)

- London Rail – responsible for Tramlink, the Docklands Light Railway (DLR), London Overground, Emirates Air Line and the development of Crossrail

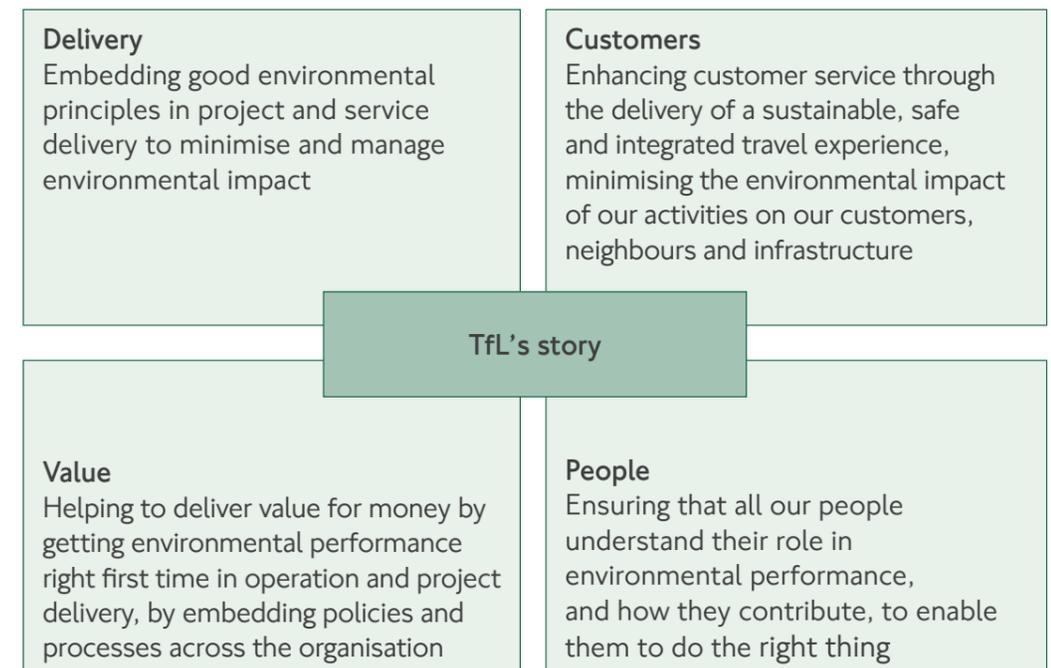


Linking the framework to our goals

This framework shows how delivery of a sound environmental performance within our directly managed operations can help to achieve our Mayoral goals and our business goals.



Our goal is to keep London working and growing and make life in London better. When decisions are taken within our organisation we consider our customers and users, our people, our delivery and value for money. This framework helps to deliver in each of these four areas, as shown below:



External influences that provide the context for this framework

We have set this framework in the context of potential influences or drivers that are likely to continue, increase or begin over the longer term:

- There will be more than 10 million people in London by the 2030s and we are committed to delivering a sustainable, effective system, both now and in the future
- We will continue our investment to provide a growing transport system to meet the predicted population rise in London. This will include new infrastructure and services, increased frequency, improved systems and new technologies
- We will continue to develop and deliver world-class services and policies that encourage people to choose more sustainable modes of transport
- We will continue to use world-leading technologies, including customer information systems
- There will be an increased emphasis on the importance of living and working in healthy environments. We will continually focus on improving London's air quality and reducing transport-related air pollution emissions
- Energy costs are likely to rise owing to the increasing uncertainty of fuel sources, volatility of world markets and the Government's energy market

reform. There will be a growing focus on the need to achieve energy efficiency and security of energy supply

- There will be a need to reduce transport-related carbon emissions to help tackle climate change and to meet the targets set out in national plans and the Mayor of London's statutory strategies
- We must prepare for future extreme weather and the changing climate, for example warmer, wetter winters; hotter, drier summers; and more frequent storm events and the associated likelihood of an increase in pests and diseases
- There will be an increased focus on delivering resilience to water shortages, reducing the overall use of water and water-related costs, and using more non-potable water where this is more suitable
- The cost of waste management will rise while the availability of landfill is decreasing. There will be a corresponding move from 'generating waste' to reusing and recycling materials because they are a valuable resource
- There is likely to be an increased value placed on the provision of natural environments in urban settings, including using green walls and roofs
- There will also be a higher value placed on having a well-structured, cohesive urban realm

Essential principles

Underlying and supporting the strategic areas, objectives and targets set out in this framework are a set of common good practice environmental management principles. These are, and will continue to be, vital to ensuring their delivery:

- We consider the environment an issue that is integral to our business delivery, from inception to completion and operation of our capital projects and programmes
- We prevent and design out potential causes of negative environmental impacts in the early stages of our work
- We set and regularly review environmental targets and report publicly on how we are doing
- We deliver good environmental performance, both in-house and through our suppliers
- We identify and use good practice and innovation when designing, procuring, operating and maintaining transport infrastructure, vehicles and rolling stock
- We exceed, where possible, relevant environmental legislation to ensure that all our operations comply with legislation and encourage good practice
- We apply responsible environmental management techniques

- We will continue to implement and develop our environmental staff engagement programme

How we deliver environmental performance

We operate a well developed Health, Safety and Environmental Management System (HSEMS) to ensure that our environmental impacts and performance are well managed. The HSEMS is regularly reviewed to take into account changes in business activities, responsibilities and legislation.

At the heart of the HSEMS are the health, safety and environment (HSE) policies, supported by a number of standards and procedures, that set requirements for our activities. The HSE policies call for us to comply both with the spirit and the letter of environmental legislation and to improve our environmental management and performance.

We also manage the environmental performance of our projects and programmes through procurement and project management processes.

Our businesses and many of our contractors produce annual Environmental Improvement Programmes, which set objectives, priorities and targets for the year ahead. We will continue to deliver some of our environmental performance in partnership with our supply chain, setting specifications, franchise and contract requirements that are closely aligned to our goals and targets.



■ London Tramlink

We monitor and report on our environmental performance regularly – periodically to internal business units, quarterly to our Safety and Sustainability Panel and annually to the public, through our Health, Safety and Environment Report. This includes information on our environmental performance and that of our main suppliers.

Why have we developed this framework?

It is important for us to set out how we will deliver our plans while maintaining the

best environmental performance possible. While our Business Plan and funding is set out for the next decade, having this vision for environmental performance helps us to identify where further effort and support will be needed.

Our environmental performance is good. However, using the underlying principles set out previously, we are committed to improving it further, especially as we are delivering more infrastructure and services.

There are strategic environmental areas that are important to us and our stakeholders. For each one, this framework sets out updated objectives and targets to illustrate why these issues are important, what we want to achieve, how they will be achieved and how we will measure progress.

Our key strategic areas are:

Air quality

Reducing polluting emissions and exposure to air pollution in London

Carbon, energy and climate resilience

Reducing carbon emissions and preparing for the potential impacts of climate change and extreme weather

Resource management

Using resources (including water) wisely and minimising waste

Noise

Managing and controlling transport-related noise and vibration

Natural environment

Respecting, protecting and enhancing the natural environment and its contribution to the quality of life

Pollution prevention

Proactively managing our activities to minimise and control pollution

Built environment

Respecting, protecting and improving the built

environment and enhancing the quality of the travel experience

We have developed five-year delivery plans that support each of the strategic goals. Highlights are summarised in the following sections.

Managing environmental impacts, current and future performance



■ Crossrail is reusing excavated materials at Wallasea Island for the Royal Society for the Protection of Birds

Carbon, energy and climate resilience

Reducing carbon emissions and preparing for the potential impacts of climate change and extreme weather

We are currently the single biggest consumer of electricity in London and one of the top 10 in the UK. Electricity consumption is a significant contributor to climate change and we have a responsibility to use energy efficiently.

As we continue to invest in transport infrastructure and service capacity, one of our major challenges is how to reduce total carbon emissions. Progressively improving the efficiency of our operations is essential if this is to be achieved.

Approximately half of our carbon dioxide (CO₂) emissions come from electricity used for powering the Tube; the other half is associated with hydrocarbon fuel use in buses, support fleet vehicles and emissions from the taxis and private hire vehicles that we license.

Achievements

We set a target to reduce the normalised CO₂ emissions (measured in grams of CO₂ per passenger kilometre) from our main public transport services by 20 per cent in 2017/18, against a 2005/06 baseline (equivalent to 1990 emissions). In 2013, we reported a fall in normalised emissions to 61 grams equivalent CO₂ (CO₂e) per passenger kilometre, slightly more than 20 per cent below the baseline (77 grams CO₂ per passenger kilometre). As a result, we achieved the 2017/18 target in 2013. We are now setting a more ambitious goal to support the Mayor's aim of a 60 per cent CO₂ reduction in London by 2025.

We have looked at how we purchase electricity, including considering lower carbon and diversified sources, and have introduced

procurement processes to develop this further. We have also put in place a range of measures to help monitor and manage our electricity use. These include installing automatic meters at more than half of our Tube stations and in many surface transport operational premises and demonstrate carbon assessment into project decision-making and management.

In addition, we have implemented energy efficiency initiatives across our head offices, Underground and Surface Transport business areas. Those that ensure efficient use of electricity to power Tube trains are best delivered as lines and trains are upgraded. Measures implemented during recent improvement work, for instance on the Victoria line, include using regenerative braking – where energy otherwise lost when trains slow down is captured and made available for use by following trains.

A number of innovative measures have been tested at Vauxhall bus station, Walworth bus garage, head office buildings and at Leicester Square and Sloane Square Tube stations. These include renewable energy, lighting, centralised cooling and heat recovery systems, plus automation and control technology. The most successful measures will be introduced elsewhere across our organisation.

We have significantly reduced CO₂ emissions from our bus fleet by introducing hybrid engines. Also, in our support fleet, the specification for grams per kilometre of engine emissions has consistently improved. There is also the successful ongoing Destination Green staff engagement campaign and awards,

Head Office Environment Champions and LU's Energy Saving Challenge.

We have assessed and evaluated the impacts of extreme weather and future climate change on our assets and services, referencing the 2009 United Kingdom Climate Projections (UKCP 09). We have focused on the predictions for Greater London rainfall and temperature in the 2020s, 2050s and 2080s. With today's extreme weather, we have a proactive planning approach in response to forecasts. We aim to run as many services as possible and provide accurate real-time information as a situation develops, and this has received positive feedback following the winter storms and rain of 2013/14.

Objectives

- We will minimise our energy use and therefore the carbon emissions of assets, buildings and vehicles
- We will use energy-efficient and low-carbon principles are embedded across all levels of the organisation
- Our energy will come from verifiable low-carbon or renewable energy sources
- We will minimise the risks to people, operations and assets from extreme weather and climate change

Targets

We will contribute towards achieving the Mayor's target of a 60 per cent reduction in CO₂ emissions by 2025 (against a 2013

baseline) by aiming for a 40 per cent cut in TfL CO₂ emissions.

We will further reduce the amount of carbon per passenger journey by cutting emissions of CO₂ per passenger kilometre by 40 per cent by 2025 (against a 2013 baseline).*

A 40 per cent reduction in overall CO₂ emissions is a stretching target as our planned increase in services and infrastructure will result in a further rise in energy use. To fully meet our targets requires the reduction in the carbon intensity of grid electricity as projected by the Government's Committee on Climate Change.

We will achieve these targets by:

- Diversifying energy supply to increase the amount of decentralised energy from local generators in London. Our aspiration is to achieve 20 per cent of annual demand from these sources by 2016 and 40 per cent by 2020
- Embedding energy efficiency and resilience in business processes, for example business cases, design and procurement
- Introducing a programme of energy efficiency improvements for our assets and buildings, using the GLA's RE:FIT methodology where appropriate
- Developing a culture of energy efficiency and low-carbon behaviour across the organisation through, for example, staff engagement initiatives and performance management



■ TfL is delivering energy efficient lighting at many tramstops, stations, tunnels and buildings

- Using low-carbon fuels and vehicles in our fleet, including the hybrid bus roll-out; biodiesel bus pilot; trialling and promoting electric vehicle and hydrogen fuel cell technology for buses, Dial-a-Ride vehicles and our support fleet; and working with Government agencies to achieve our goals
- Taking a risk-based approach to identifying and managing key weather and climate vulnerabilities. We will keep our identified risks as low as is reasonably practical and will review them on a regular basis

Measuring progress

We will measure and publicly report on our carbon emissions against an annual forecast. This will cover the emissions that we have control over, for instance arising from buses, Underground and Overground trains, DLR, Tramlink and head office buildings.

We will also report on weather and climate change resilience reviews and plans.

Air quality

Reducing polluting emissions and exposure to air pollution in London

We are a key partner in delivering the Mayor's Air Quality Strategy, through policy measures such as the Low Emission Zone, delivering sustainable transport options and promoting low-emission vehicles, walking, cycling and smarter travel choices.

We aim to reduce emissions to air from our bus fleet, the taxis and private hire vehicles we license and our support fleet. We also aim to lead by example, demonstrating good practice in the type of vehicles we use and how they are operated. Combustion of fuel results in emissions of pollutants into the air as particulate matter (PM) and oxides of nitrogen (NO_x).

The Transport Emissions Action Plan sets out our continuing work to achieve air quality improvements from wider, private transport in the Capital. This includes plans to develop an Ultra Low Emission Zone in central London by 2020. The environmental performance related to this is outside the scope of this framework.

Achievements

We are proud to have the cleanest bus fleet in the UK as a result of fitting diesel particulate filters (DPFs) to Euro II and III vehicles and introducing diesel-electric hybrid buses, including the New Routemaster. NO_x emissions will be reduced further with the early replacement of approximately 900 Euro III vehicles with Euro VI models and retrofitting the remaining Euro III buses in the fleet with selective catalytic reduction equipment.

Similar efforts are being made to reduce emissions from other parts of our fleet. Trials

of ultra low-emission vehicles will continue in the support fleet and DPFs are being fitted to Woolwich Ferry vessels. We are also working with the taxi and private hire industry to encourage the introduction of ultra low-emission vehicles.

The Mayor has called on local authorities to introduce innovative measures to improve air quality through the Mayor's Air Quality Fund. This builds on lessons learnt from the Government-funded Clean Air Fund, which:

- Trialled dust suppressants
- Fitted DPFs on buses on routes through air quality priority areas
- Encouraged behaviour change through public campaigns and advice for drivers of taxis and private hire vehicles
- Researched the air quality benefits of green walls

We have reduced dust from our construction activities, for example, at the Tottenham Court Road and Victoria station upgrade projects, and cut vehicle air emissions associated with freight transport by developing detailed delivery and equipment removal plans.

Objectives

- We will work towards zero pollutant emissions from our fleet vehicles
- We will include air quality requirements in policies, projects and contracts



■ Our electric bus on trial from Victoria to Waterloo

Targets

We will seek to support the Mayor's air quality targets for London by delivering a 50 per cent reduction in NO_x emissions from the bus fleet by 2020, against a 2013 baseline.

We will reduce PM emissions from the bus fleet by 25 per cent by 2020, against a 2013 baseline.

These targets are ambitious but will be achievable through a range of measures including:

- Delivering selective catalytic reduction to reduce NO_x emissions from Euro III buses
- Introducing 1,700 hybrid buses by 2016
- Implementing a technology and fuel demonstration programme to reduce emissions from buses, including trialling hydrogen and electric buses

- Continuing to implement our support fleet environmental policy, working with the Office for Low Emission Vehicles to achieve air quality and carbon reduction goals

- Working in partnership with Government, the EU and other transport organisations and technical experts to continue trialling new technologies and fuels. Hydrogen buses are a small but important part of the fleet and the first electric buses began running in London 2014. Infrastructure development will continue to support these emerging technologies and trials of wireless induction charging is the next important step

- Specifying, through procurement and contracts, that our suppliers must meet emission requirements for their vehicle fleets

Measuring progress

We will measure and report publicly on the 50 per cent reduction target for NO_x and 25 per cent reduction target for PM emissions by 2020, against an annual forecast.

Noise

Effectively managing and controlling transport-related noise and vibration

Noise is an important part of determining quality of life in the Capital. Sound levels or vibration from transport, such as train and vehicle movements, construction works or public announcements, can affect those who work or live close to the transport system.

We want to ensure that noise disturbance is minimised wherever possible. As a result we make every effort to specify noise limits and good practice on construction sites, trains and vehicles that are at least as good as statutory standards. We also make sure public announcements at stations are limited to the minimum required.

We have to balance the need to deliver improvement projects quickly with an obligation to reduce noise nuisance, especially at night, to residential and business neighbours, in partnership with local planning authorities.

Achievements

Construction activities are monitored carefully to ensure that agreed noise limits and operating hours are adhered to. We communicate plans for out-of-hours working to neighbours in advance.

We have recently seen a significant increase in construction works as part of our improvements, including for Crossrail and on major LU projects. This is in addition to our regular maintenance. While associated noise complaints often mirror the amount of construction work taking place, there has been a gradual decline in the number of noise complaints that we receive.

Much has been done to reduce noise from buses, trains, support fleet vehicles, rail and road surfaces, and we will continue to trial and use improved technology and materials. Measures have been implemented that help us minimise noise, especially during night-time engineering hours.

Objectives

- We will reduce noise and vibration from our vehicles and rolling stock
- We will reduce noise and vibration from our transport infrastructure and operations
- We will reduce noise and vibration from our maintenance and improvement programmes
- We will develop a target for surfacing the TLRN with lower-noise materials

Targets

- Reduce the number of noise-related complaints
- Respond to 100 per cent of noise and vibration complaints regarding rail services within 10 working days, and deal with 90 per cent of these within the target date
- Review the Section 61 (construction noise consenting) process and deliver improvements applicable to large, medium and small projects
- Ensure 90 per cent of buses in our fleet are at least two decibels quieter than the required legal limit by 2015

We will achieve these targets by:

- Continuing to test and use improved technology and materials, including targeted trials for solutions relevant to specific locations, with the aim of reducing noise impacts
- Ensuring effective communication with local residents and businesses potentially affected by noise or vibration from construction and maintenance activities

- Producing a regular summary of rail complaints by, for instance, service area
- Developing a tool showing areas with jointed track and a programme for replacement
- Completing the roll-out of quieter trains on all LU sub-surface lines by 2016

Measuring progress

We will measure and report annually on progress in achieving our noise targets and the associated delivery plans.



■ Our new trains are quieter for customers and neighbours

Materials and resources management

Using resources (including water) wisely and minimising waste

We aim to ensure that we use resources responsibly, by minimising our consumption of natural resources and encouraging the reuse and recycling of materials. The amount of waste produced increases or decreases in direct relation to the volume of maintenance or construction activities carried out as we expand our transport services. We intend to minimise waste as much as possible and reach a position where 'unwanted' materials are no longer referred to as 'waste', but are considered a potential resource.

Some of our businesses have a good track record in recycling up to 99 per cent of waste materials, but we can do more by sharing good practice across the entire organisation. While the amount of unwanted materials produced depends on the nature of the work being carried out, opportunities for designing-out waste and reusing and recycling apply to all construction projects.

Achievements

Our head offices achieve the Department for Environment, Food and Rural Affairs (Defra) good practice water consumption target of 6m³ per full time equivalent (FTE) person per year. They also achieve recycling rates of 62 per cent (working towards a target of 75 per cent).

We have standards promoting the use of sustainable drainage. There are also growing numbers of water recycling systems for train, bus and coach depots and stations. Green roofs have been installed at key head offices, depots and stations to help capture rainfall.

We have worked to achieve excellent local reuse of waste on construction or maintenance projects. For example, some of the work on the Metropolitan line embankments achieved 100 per cent reuse of waste materials.

Objectives

- We will continue to minimise generation of waste as far as possible
- For any waste still generated, we will develop a normalised target for reduction, for example, per project spend or passenger kilometre
- We will develop a target for reducing hazardous waste
- We will prioritise reuse of resources and maximise opportunities for recycling unavoidable waste, using innovation and new systems where practical
- We will optimise opportunities to recover energy from remaining waste
- We will continue to purchase reused materials or those with a high recycled content

Targets

- We will reuse, recover and recycle 99 per cent of non-hazardous waste, with interim targets of 30 per cent for recovery by 2031, in line with The London Plan

- Our head offices will aim to achieve a shift from current Defra good practice performance of 6m³ water consumption per FTE to Defra best practice of 4m³ per FTE

We will achieve these targets by:

- Designing-out waste in construction and design
- Delivering a reduction programme for hazardous waste
- Continuing to invest in low-use and recycled water technologies
- Developing a system to quantify how much

we spend on having our waste treated, recycled and disposed of to help us target priorities for where to reduce waste

- Creating a waste exchange process for our organisation and contractors
- Requiring larger capital projects and programmes to achieve external sustainable building or infrastructure certification, equivalent to 'very good' or 'excellent' where possible

Measuring progress

We will measure and report annually on progress made towards achieving our targets and key programme delivery.



■ Our construction site at Tottenham Court Road is recycling and reusing all of its waste

Pollution prevention

Proactively managing activities to minimise and control pollution

Our activities require the use of materials and substances such as fuels, oils and solvents that could pose an environmental risk if not managed properly. Our HSEMS puts controls in place to prevent spills, leaks and incidents. There are opportunities to further prevent pollution through designing-out or minimising the use of harmful substances where possible, as well as good management practices.

Achievements

We have assessed the risk of pollution and ensured controls and contingencies are built into local emergency plans. Our HSEMS, along with training for staff and contractors, helps to encourage good management practices, but there is more that could be done to improve some of our operating premises, and those of our main suppliers. Opportunities to 'design-out' pollution will be taken, where possible, for new premises or during refurbishment.

Audits are carried out to check that procedures are being followed at our buildings, construction sites and main suppliers' operational premises. We follow an incident reporting procedure to establish trends and inform the audit and remedial works programme.

Objectives

- We will embed best practice to prevent pollution
- We will minimise the risk of pollution and ensure no pollution incidents occur as a result of our activities

Targets

- Zero pollution incidents each year

We will achieve this target by:

- Annually assessing and reducing risk for our highest risk sites
- Improving processes for reporting and investigating environmental incidents

Measuring progress

We will measure and report annually against our pollution prevention target and on progress with our delivery programmes.



■ We regularly deliver spill prevention training

The built environment

Respecting, protecting and improving the built environment and enhancing the travel experience and wider quality of life that London offers

We are helping to achieve the London-wide aim of improving the built environment, or urban realm. This contributes to the quality of life in the Capital and helps to create a strong sense of place, for example at interchanges.

Through sustainable design and construction, we can reduce exposure to pollution and noise and help to prevent crime. We aim to lead the way in designing measures to manage rainwater run-off and make the city increasingly resilient to more frequent extreme weather events.

In addition, many of our buildings, stations and assets have a strong heritage that contributes to London's identity, that we have a responsibility to preserve.

Achievements

Steps have been taken to enhance the pedestrian environment by removing clutter, recognising the needs of people with disabilities and improving the appearance of the urban realm. In addition to improving our own networks, we support work through the boroughs' Local Implementation Plans.

Huge efforts have been made to improve cycling infrastructure, stations and interchanges, which is helping to enhance London's reputation as a place to visit and do business. Working with other transport authorities and partners, we have achieved excellent design on schemes including Windrush Square in Brixton, Kingsland High Street in Hackney, the King's Cross terminal

and new Crossrail stations. Several projects have received honours, including Civil Engineering Environmental Quality Assessment awards and Building Research Establishment Environmental Assessment Method awards, in recognition of best practice.

We share experience and good practice with borough councils, housing associations and built environment professionals through guidance documents that make up the Streetscape toolkit and supporting Urban Design London to share best practice.

Objectives

- We will develop a target for the number of schemes achieving an improvement in urban realm scores
- We will improve the built environment to support an integrated, safe and seamless travel experience
- We will protect and restore our heritage assets
- We will embed sustainable design and maintenance solutions to enhance development of the built environment
- We will apply a holistic approach to design governance across the organisation
- We are recognised as a leader in design standards for the built environment

The natural environment

Respecting, protecting and enhancing the natural environment and its contribution to the quality of life

We will achieve these objectives by:

- Implementing a programme to update design and material guidance and, in 2014, we will publish:
 - Refreshed London cycling design standards
 - Refreshed Streetscape guidance for the TLRN
 - Guidance for the development of our stations and interchanges
 - Pedestrian Design Guidance
- Surveying, recording and understanding our assets and their heritage value, to identify opportunities for conservation and restoration

- Exploring and developing a method to measure improvements in the quality of the built environment starting in 2015
- Continuing to work with English Heritage, conservation officers and other interested stakeholders to share information and develop best practice
- Communicating the value of the built environment across our organisation

Measuring progress

We will measure and report annually on progress against our built environment activities and delivery plans.



■ We deliver schemes to improve all aspects of the urban realm

We have significant land holdings across London, particularly along track sides and the verges of the TLRN. These spaces provide vital habitat for flora and fauna as well as green links through the Capital. The natural environment is a key contributor to improving the quality of life in London.

In addition, adding 'green infrastructure' can provide ecosystem services including ecological benefits, capturing polluting particulate matter, providing shading and cooling and reducing the speed and nature of run-off water.

The pressures on the natural environment continue to increase as there is more competition for space, both on and off our networks. We are also seeing a rise in pests, diseases and weed species such as Japanese knotweed.

Achievements

LU's Biodiversity Action Plan and the Green Estate Management Plan for the TLRN set out our plans to continue managing the natural environment responsibly, and to look for opportunities to enhance the value of our land as a habitat and resource to be enjoyed by residents and visitors.

We have robust processes in place to protect the natural environment and install green infrastructure whenever possible. These also help us to react quickly to threats, such as outbreaks of oak processionary moth caterpillars.

Objectives

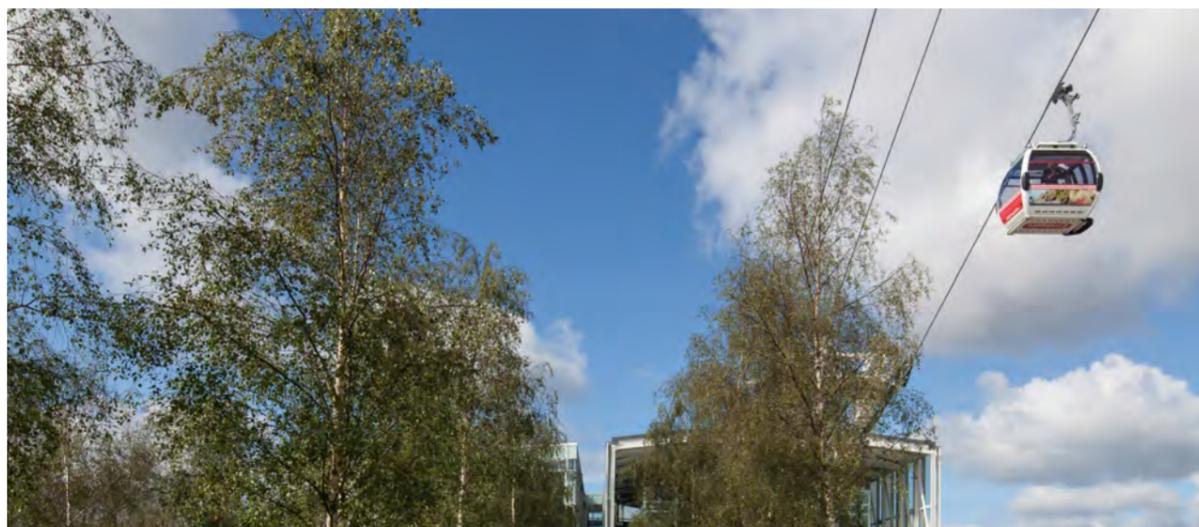
- We will protect, manage and enhance the natural environment within our land holding
- We will develop the habitat and biodiversity potential of the natural environment
- We will develop a valuation system to measure losses and gains, building on the experience we gained when working with the boroughs to place a value on street trees
- We will manage the natural environment to help alleviate the impacts of extreme weather and climate change

Target

- We will measure and report on the percentage of our land holding with improved habitat and biodiversity quality

We will achieve this by:

- Publishing a refreshed Green Estate Management Plan for the TLRN
- Communicating the value of the natural environment across the organisation, including improving skills and competence relating to key biodiversity issues
- Developing a method to measure biodiversity losses and gains starting in 2015
- Surveying and recording the biodiversity value of our assets to identify priority areas for protection and enhancement as part of management plans



■ The Emirates Air Line

- Developing and improving plans to inform future management and enhancement of the natural environment and to help reduce the impacts of extreme weather events and climate change. Starting in 2015, this will include:
 - Biodiversity protection and enhancement
 - Succession planting
 - Control of pest and diseases
 - Control of harmful weeds and invasive plants
- Continuing to work with Natural England, the Forestry Commission, the London Tree Officers Association, RSPB and other interested stakeholders to share information and develop best practice

Measuring progress

We will measure and report annually on progress against our objectives and target for improved habitat and biodiversity quality.

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London SW1H 0TL

June 2014

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Site noise and vibration evaluation and control

Introduction

Parts 1, 2 and 3 of this form must be completed when:

- 1) Local environmental aspect assessment (or risk assessment) identifies noise and vibration as a issue.
- 2) TfL Pathway Project Management Framework Applicability Questionnaire identifies noise and vibration as an issue. Update the Environmental Management Plan once this form has been completed.

If you answer yes to any questions in Part 1, you must complete Parts 2 and 3.

This form must be approved by the Project Manager (or equivalent in AP) and reviewed by an HSE Manager, External Relations team, Environment team and/or Noise and Vibration Team in Technical Services. Review by these teams helps ensure effective internal communications in advance of works.

Part 1: Site noise and vibration evaluation - completed by planners / designer of works

	Question	Yes	No	Notes
1	Are there residential properties, or other occupied premises near by?			
2	Will works take place at unsocial hours?*			
3	Have there been noise and vibration complaints from residents in the area before?***			
4	Will static or mobile plant, equipment or power tools be used on site?			
5	Will there be large-scale movement of plant, equipment, employees and associated vehicles?			
6	Will employees need to wear PPE to prevent hearing damage?			

* Unsocial hours are from 2000 to 0800 weekdays, 1300 Saturday to 0800 Monday morning and throughout Bank Holidays.

*** check the [Noise Sensitivity Register](#) or the [LU GIS](#), and consult with the External Relations Team or Environment team, and the Noise and Vibration Team in Technical Services.

TfL Management System

Part 2: Works details – to be completed by planners / designers of works

1	Location of works	
2	Job reference number	
3	Job title	
4	Start date	
5	End date	
6	Hours of work	
7	Scope of work	
8	Activities Frequency of work, including frequency of noisy or vibration generating activities	
9	List of plant and equipment and tools to be used (Please provide as much information as possible, especially regarding the type and number of plant)	

Part 3: Noise and vibration evaluation – Section 61 consent? Project Manager to complete with HSE Adviser

	Question	Yes	No	Notes
1	Will disruptive works continue for 3 or more night?			
2	Will the works start in greater than 28 days time?			
3	Will noise and vibration be generated frequently or continuously?			
4	Will works noise and vibration add significantly to ambient levels?			
5	Will people hear or feel noise and vibration from outside the worksite?			
6	Are other works, including 3 rd party work, taking place near to your work site?			
7	Are there Local Authority issues or complaints relating to previous works at the site?*			
8	Does existing documentation give sufficient information on how you control noise and vibration to Best Practicable Means?			
9	Is Section 61 consent from the local authority needed?*			

TfL Management System

NOTE: If yes is answered to any questions above then it is likely a Section 61 consent will be needed. Consult your HSE Manager or Environment team and External Relations Team and Noise and Vibration Team in Technical Services

Approved by:

Name	Signature	Project Manager
Date		

Reviewed by:

Name	Signature	Position
Date		

Reviewed by:

Name	Signature	Position
Date		

Appendix A
ENVIRONMENTAL PLANNED GENERAL INSPECTIONS

Asset Area:		Location Inspected:	
PGI conducted by:		Date:	
Contact Number:		Conducted: E/H, T/H, Both	
Accountable DER:		PGI No.	PGI/APS/ / - .
Contact Number:			(e.g. PGI/APS/SYS/07-001)
DLO/Contractor:		SPC Name:	
Sub-Contractor:		Supplier Contact No.	

NOTE: Please obtain a copy of the PiCER and/or Station Entry Form, from the Station Supervisor, to show all the people involved with inspected works Site and attach to this PGI Form when complete.

Summary of Works: (Planned Works/Maintenance/Fault/Inspection/Survey/Project/Minor Works etc)

Refer to QUENSH for specific guidance to on-site requirements; refer to Site File for site specific risk assessments and method statements.

Instructions:
YES: if satisfactory or assessment complete – **NO:** if unsatisfactory and list on sub-standards condition form – **N/A:** if not applicable.
Note: if Document Reference Numbers are required and the space provided is insufficient, use the reverse of this page to record the details.

QUENSH Clause / Legislation	QUESTION	YES (Y) NO (N) Or N/A	IF NO ENTER HAZARD CODE	REFERENCE NUMBERS, DATES DUE FOR RENEWAL, COMMENTS
1. WASTE & LITTER				
EPA 1990 Pt II	Is waste generated on site take to transfer station or back to works compound?			
	If compound are blank transfer/consignments notes available?			
	Are spoils re-used on site where ever possible to avoid land fill disposal?			
DOCR 1991	Does the Site File contain the Waste carriers Licence for removing waste from site?			
HWR & WEEE	Is Hazardous waste, Non-hazardous waste and WEEE being segregated and stored adequately for transport?			
SWMP 2007	Is the site waste management plan or arrangements available (if CDM notifiable project – F10 in site file?)			
	Does the site waste management plan include the arrangements for the removal of liquid waste & WEEE?			
Q-41	Is the site being well maintained and free from clutter, spills, litter and settled dust?			
2. NUISANCE (inc. dust, odours, noise, vibration, smoke, other emissions)				
EPA Pts 1+3 and NASN 1993	Are environmental nuisance's being controlled? <ul style="list-style-type: none"> • Dust Suppression/Damping Down • Noise screening/silencing • Vibration control • Position and intensity of lighting • Plant emissions (inc odour) 			

QUENSH Clause / Legislation	QUESTION	YES (Y) NO (N) Or N/A	IF NO ENTER HAZARD CODE	REFERENCE NUMBERS, DATES DUE FOR RENEWAL, COMMENTS
CoPA 1974	Is there a Section 60 Noise Abatement notice in force and being complied with?			
CoPA 1974	Do noise levels fall within any agreed Section 61 consents? <ul style="list-style-type: none"> Have all personnel been informed on the site – Personnel and Contractors that a section 61 COPA has been issued and the conditions that must be maintained? 			
HA 1980	Are pavements, roadways free from obstruction by unnecessary site activities (vehicles, materials etc)?			
ASBA 2003	Could activities be re-planned using best practicable means to reduce negative environmental impacts? <ul style="list-style-type: none"> Could include relocating activity or changing hours of work. 			
3. HAZARDOUS SUBSTANCES				
H&S@W Act 1974 - applied to EHS	Are potentially hazardous substances correctly identified & labelled? <ul style="list-style-type: none"> Are any of them classified as Environmentally Hazardous Substances? 			
	Does the method statement provide instruction on the correct use, storage and emergency procedures are in place in case of spillages and disposal etc			
	Are employees aware of the risks associated with the Hazardous substance in use? <ul style="list-style-type: none"> Training – are staff able to identify asbestos, Jap knot weed etc... have staff undergone any environmental awareness training. 			
COSHH 2002	Are all substances used on site accompanied with a COSHH data sheet? <ul style="list-style-type: none"> Please reference the document numbers 			
	Are staff aware of the COSHH Regulations?			
	Are hazardous liquids bunded? Bunds must hold <110% capacity of the containers when stored or in use.			
Q-44.2	Are hazardous materials being transported in accordance with the MS and/or MOM Licence?			
CAWR 2002	Has an Asbestos survey been conducted?			
	Are staff aware of the procedure if asbestos is discovered unexpectedly?			
4. ATMOSPHERIC POLLUTION				
RTR 2002	Are site/vehicle emissions to the external atmosphere being controlled? (dust, odours, noise, vibration, smoke, other emissions)			
5. POLLUTION OF WATER SYSTEMS & LAND CONTAMINATION				
WRA 1991 as am'd by EA 1995	Are fluid discharges, ingress and waterways being adequately managed?			
	Are receptors (e.g. drains) been identified and protected in the event of an emergency?			

QUENSH Clause / Legislation	QUESTION	YES (Y) NO (N) Or N/A	IF NO ENTER HAZARD CODE	REFERENCE NUMBERS, DATES DUE FOR RENEWAL, COMMENTS
	Are spill kits available and ready for use?			
CoPA 1974 and EA am'd 1995	Are generators and compressors being used with drip trays and has the fuel feed cable from the fuel container armoured or protected?			
6. NATURAL RESOURCES & ENERGY CONSUMPTION				
DOCR 1991	Are water supplies, gas and electrical appliances turned off when not in use? • Temporary site accommodation in disused stations areas and porta-cabins etc...			
	Are vehicles, site plant and machinery turned off or isolated when not in use?			
	Is waste minimised by not over-producing site manufactured products E.g. cement, plaster etc...?			
7. HARM TO WILDLIFE, LANDSCAPE & HERITAGE				
WLCSA 1981	Are the local flora and fauna protected during access / egress to the site?			
	Have protected species or breeding birds / mammals been considered?			
TCPA 1990	If work is carried out on a listed building, has English Heritage or other LU been consulted and approved (including the fixing of temp' fencing, bunting, hoarding, lighting and signs)?			

END OF INSPECTION CRITERIA – PLEASE AGREE FINDINGS, THEN SIGN AND DATE THE PGI FORM

* - if applicable

Name of Inspector: <i>(Print Name)</i>		Contact number:	
Signature of Inspector:	Date:	
SPC/Site Manager: <i>(Print Name)</i>		Contact number:	
Signature of SPC/Site Manager:	Date:	

NOTE1: All Environmental PGI questions have been specifically designed to test compliance to the legislation applicable to Asset performance Stations activities, as shown in the AP Stations Legal Compliance Matrix MR-I-30810.

NOTE2: This form is a subset of corporate form MR-F-10548 and should be used for AP Stations E-PGI's

NOTE3: Hazard Codes are as defined in MR-Pr-10018 HSE Planned General Inspections

Hazard Codes

Hazard		
	Response	Definition
A1	IMMEDIATE ACTION REQUIRED Work must cease immediately and	Contravention of a legal requirement and/or Metronet / LU standards and/or practice likely to cause, death, permanent disability, loss of body part, extensive loss / impact on

	not restart until appropriate controls have been put in place to reduce the hazard classification to at least A2.	structure, equipment, materials, major pollution, destruction of local eco- systems, habitat or other environmental impact.
A2	The identified conditions should be rectified as soon as practicable in less than 14 days or as directed by the inspecting authority.	Contravention of Health and Safety and Environmental legal requirements and/or Metronet regulations, standards, procedures, industry standard good practices or failure to adequately contain and store material, fuels or waste.
B	The identified conditions should be rectified as soon as practicable in less than 28 days.	A condition or practice likely to cause injury, illness, pollution, destruction of local eco- systems, habitat, or extensive loss / damage to equipment, materials and structures. Less severe or disruptive than Class A1, or A2.
C	As agreed at time of inspection	Any condition or practice likely to cause minor (non disabling) injury, illness or non significant environmental impact if not acted upon as soon as practically possible.
GP	None Required	Good Practice – this information should be shared with other areas and contractors to promote learning and continuous improvement.
Obs	None Required	Observation – this finding is not a concern, but other areas maybe showing higher levels of compliance. You should seek to improve your methods.

Abbreviations used in this form:

Abbreviation	Full Legislation Title
EPA 1990	Environmental Protection Act 1990
D0CR 1991	Environmental Protection (Duty of Care) Regulations 1991
HWR 2005	Hazardous Waste Regulations 2005
WEEE 2006	Waste Electrical and Electronic Equipment Regulations 2006
SWMP 2007	Site Waste Management Plan Regulations 2008
Q	LUL QUENSH Conditions 12c clause xx
NSNA 1993	Noise & Statutory Nuisance Act 1993
CoPA 1974	Control of Pollution Act 1974
HA1980	Highway Act 1980 (& the New Roads and Street Works Act 1991)
ASBA 2003	Anti Social Behaviour Act 2003
H&S@W Act 1974 Applied to EHS	Health and Safety at Work etc Act 1974 (application to Environmentally Hazardous Substances)
COSHH 2002	Control of Substances Hazardous to Health Regulations 2002
CAWR 2002	Control of Asbestos at Work Regulations 2002
RTR 2002	Road Traffic Regulations 2002
WRA 1991 as amend by EA 1995	Water Resources Act 1991,as amended by the Environment Act 1995
FEPA 1985	Food and Environment Protection Act 1985
WLCSA 1981	Wildlife and Countryside Act 1981 (amended 1985 & 1991)
TCPA 1990	Town and Country Planning Act 1990
EP 2007	Environmental Permitting (England & Wales) Regulation 2007

Waste Management Plan (WMP) (Stages 3-6)

Purpose

To:

- ensure continuous compliance with legal duty of care obligations.
- improve how waste, and materials, is managed throughout the project and asset lifecycle; reducing whole life cost.
- meet TfL objectives and targets to reduce the amount of waste generated by projects and to reuse, recover and recycle 99% of non-hazardous materials by 2031, in line with the London Plan.

Applicability

This product must be completed for all programmes, projects, and delivery portfolios that produce waste.

Works with an Estimated Final Cost (EFC) greater than or equal to £250,000:

Must use SMARTWaste to document their WMP.

Work with an overall EFC greater than £250,000 but has multiple sites with a value less than £250,000 each; a high level programme, project/portfolio waste management plan, covering the scope of all works, rather than each individual site/item of work, must be developed.

Designers must capture decisions taken to minimise resource use and design out waste in a Design Waste Management Plan (DWMP). The DWMP must be passed onto the principal contractor (TfL or supplier) in an accessible manner, using template below.

Works with an EFC less than £250,000:

A separate SMARTWaste WMP is not required. All waste and materials management arrangements can be recorded in the design plans and construction phase Environmental Management Plan (EMP) for the works.

All TfL Facilities projects must use their template below to record and submit waste data.

Templates

- [Design Waste Management Plan](#)
- [SMARTWaste](#)

Issue No.: A5

Issue date: December 2015

Review date: December 2018

- [TfL Facilities: Small Projects Waste Proforma](#)
- Contractors are encouraged to use SMARTWaste template, for which a TfL project licence can be freely assigned. They can use their own waste management template as long as it delivers compliance and improved waste and materials management performance for both TfL and the contractor. The contractor's template must be based on best practice templates, e.g. the [Waste and Resource Action Programme \(WRAP\) WMP template](#), and [WRAP Netwaste Tool](#) or [BRE SMARTWaste tool](#).

Contents

- Content is defined by the templates.

Quality criteria

- Contractors, including designers, must be made aware of TfL's objectives and targets relating to waste and materials management during the procurement process. Contractors must be made aware that appropriate waste management targets will be set in the final contract to ensure compliance.
- A DWMP and WMP must be produced before works start on site.
- All design decision taken to reduce waste must be captured within the DWMP.
- The client, designer and principal contractor must sign the document before works commence on site to confirm quality of the document and declare that waste will be managed in line with their legal duty of care obligations.
- The document must be updated to reflect progress of the works (minimum every 6 months) for projects over £250,000 and for all projects on completion.
- The principal contractor must complete the document and return it once the project is complete and be involved with Lesson Learnt, where appropriate.
- Waste management data must be reported on a periodic basis, as instructed by the TfL client.

Further reference:

- [WRAP's Designing out Waste: a design team guide for Civil Engineering](#)
- [WRAP's Designing out Waste: a design team guide for Buildings](#)
- [WRAP's Netwaste Tool](#)
- Guidance is also contained in the templates above.

Document Management

WMP must be filed in accordance with the project filing structure described in the [Planning and Controls](#) handbook.

Waste Management Plan (WMP) (Stages 3-6)

Number PD0052
Issue no: A5
Issue date: September 2014

Roles and responsibilities

Responsible <small>(Responsible for producing all or part of quality product)</small>	Accountable <small>(Accountable for ensuring timely delivery of quality product)</small>	Consult <small>(Must be consulted when product is being produced)</small>	Inform <small>(A copy of the signed-off product must be sent to)</small>
Project Manager	Project Manager	Project Engineer Designer LU/LR/Corporate: HSE Manager or Environment Manager ST: Environment Manager	

Feedback

If you have any queries, feedback or improvement suggestions about this Product Description then please contact flppm@tfl.gov.uk.

Document history

Revision	Date	Reason for Change	Author
A2	08/04/2013	Issued for use	IPPM
A3	05/12/2013	Amendments to product description and new template included	TfL HSE SIG
A4	03/09/2014	Amendments to include TfL Facilities works and new template included	TfL HSE SIG
A5	03/12/2015	DRACCT 03483	TfL HSE SIG

SCHEDULE 8 - RE-TENDER COOPERATION

The provisions of this Schedule 8 (Re-tender Cooperation) are without prejudice to the obligations of the Service Provider to continue to provide the Services as required by the terms of the Contract and any services reasonably required to transition the Services to an incoming Service Provider with the minimum of disruption and so as to prevent or mitigate any inconvenience to the Authority or disruption to its operations.

1. The Service Provider shall at its own cost, commencing no later than eleven (11) months before the Expiry Date or on the date of receipt of any Termination Notice:
 - 1.1 prepare and submit for review and approval by the Authority's Representative, a detailed demobilisation plan for the Services containing the Service Providers proposals for the demobilisation aspects of the Services, including but not being limited to transfer of personnel, intellectual property rights and manuals, spares and equipment (the "**Demobilisation Plan**") and thereafter update the Demobilisation Plan as requested by the Authority;
 - 1.2 in order to support the seamless transition of the Services following the Expiry Date or Termination Date, undertake all necessary actions in connection with the demobilisation, including but not being limited to the following:
 - (A) providing all necessary resource, including Service Provider Personnel, equipment and materials to enable timely demobilisation;
 - (B) identifying its demobilisation team and demobilisation manager;
 - (C) procuring that its demobilisation team shall attend Authority chaired demobilisation/transition meetings;
 - (D) keeping the Authority's Representative fully informed on the progress of the demobilisation;
 - (E) complying with all reasonable instructions of the Authority in connection with the demobilisation; and
 - (F) ensuring, supporting and facilitating migration of any IT systems used by the Service Provider in providing the Services;
 - 1.3 cooperate fully with and provide all reasonable and necessary assistance and information in connection with the Services and/or to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and any incoming Service Provider or Service Provider s in the transition of the Services before the Expiry Date or Termination Date (as the case may be) and for a period of three months after such date to ensure that the changeover to the incoming Service Provider (or back to the Authority) is effected with minimal disturbance and disruption;

- 1.4 the requirement for the Service Provider to provide cooperation pursuant to paragraph 1.3 above extends to any retender process for the Services carried out by the Authority in relation to an incoming Service Provider or Service Provider s to enable it to access the Sites and or Authority personnel, and specifically an obligation to provide, on reasonable notice during the term of the Contract, information for the purpose of a competition and managing the transition to an incoming Service Provider or Service Provider s, to include:
 - (A) details of the Services;
 - (B) details of employees who would transfer to the replacement contractor;
 - (C) management information; and
 - (D) any other information that the Authority may reasonably require; and
- 1.5 maintain records, data, files, information and Documentation relating to the Services in such form and manner as to enable the Service Provider to effectively transfer them in full to the Authority and/or to any third party nominated by the Authority, so as to put the Authority and/or the third party into a position where the Authority and/or the third party can provide a level of service which is similar to or the same level as Services provided under this Contract.
2. On receipt of an instruction from the Authority, the Service Provider shall return to the Authority's Representative all free issue Materials provided to the Service Provider.
3. Without prejudice to the provisions of the Contract, the Service Provider shall:
 - 4.1 hand back to the Authority (at the Expiry Date or Termination Date (as the case may be)) all records, data, files, information and documentation owned by the Authority but used by the Service Provider in the performance of the Services, subsequently destroy all electronic copy information in the possession of the Service Provider and provide a certificate of destruction to the Authority's Representative; and
 - 4.2 provide the Authority and/or incoming Service Provider or Service Provider s with all reasonable help, assistance and co-operation to make available and effect the transfer of records, data, files, information and documentation to an incoming Service Provider or Service Provider s so as to enable the Authority and/or incoming Service Provider or Service Provider s to set up and effect the transition of the Services, in accordance with Clause 16 of the Contract; and
 - 4.3 Handover to the Authority (upon request of the Authority's Representative but in any event, at the Expiry Date or Termination Date (as the case may be)) all passes or entry permits.
4. The Service Provider shall ensure that (at the Expiry Date or Termination Date (as the case may be)):

- 5.1 all equipment (whether of a temporary or permanent nature) used in the delivery of the Services whether or not owned by the Service Provider , the Authority or any third party is fully maintained, serviced and fully functional with an up to date service and maintenance history which is entered on the CAFM system. Equipment which fails to meet these conditions shall be replaced with new by the Service Provider at its own cost. In the event that the Service Provider is in breach of this paragraph 5.1 (irrespective of whether the equipment is in the ownership and responsibility of the Service Provider or a sub-contractor), the Authority shall be entitled to purchase such equipment itself and recover the associated costs from the Service Provider ;
 - 5.2 all assets and spares, critical and non-critical, are handed over to the incoming Service Provider and the Authority and that relevant members of the Service Provider 's Personnel are present at handover; and
 - 5.3 all areas which the Contractor has used for storage or operation have been left clean and tidy and all rubbish has been removed from the Sites.
5. During demobilisation the Service Provider shall promptly provide all reasonable co-operation and support resource in relation to any audit or check required by the Authority and commissioned by the Authority's Representative, including in each particular circumstance:
- 6.1 granting or procuring the grant of access to any premises used in performance of the Contract, whether the Service Provider 's own premises or otherwise;
 - 6.2 granting or procuring the grant of access to any equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider 's obligations under the Contract, wherever situated and whether the Service Provider 's own equipment or otherwise;
 - 6.3 making any contracts and other documents, records and information related to the provision of the Services available for inspection;
 - 6.4 granting copying facilities to the Authority and/or LUL's auditor for the purposes of making copies of any or all the information, records and documents;
 - 6.5 complying with the Authority's reasonable requests for access to senior personnel engaged in the Service Provider 's performance of the Contract; and
 - 6.6 granting access to the Sites to personnel of the incoming Service Provider s (with the approval of the Authority) for the purpose of mobilisation and transitioning of the Services. This will include providing access to all plant, equipment, contract related records, personnel, and escorting the incoming personnel as requested by the Authority's Representative.

SCHEDULE 9 - PERFORMANCE MEASUREMENT

SCHEDULE 9a: PERFORMANCE MEASUREMENT MECHANISM

1. Definitions

“Annual Contract Scorecard” means a report to be produced at the end of each Contract Year in accordance with the requirements of Schedule 21 Contract Management.

“Annual CSF” has the meaning given to it in Appendix 3 to Schedule 9a (Performance Measurement Mechanism).

“Annual Contract Score” has the meaning given to it in Appendix 3 to Schedule 9a (Performance Measurement Mechanism).

“Contract Year” means each period of 12 consecutive calendar months starting on the Commencement Date.

“Critical Success Factors” or “CSF” means any or all, as the case may be, of the Authority’s four pillars of “Delivery”, “People”, “Customers” and “Value” under which Key Performance Indicators and Performance Indicators are established as set out in Schedule 9b (Performance Measurement Matrix).

“Customer PI” means any or all, as the case may be, of the PIs contained within the Customer CSF as set out in Schedule 9b (Performance Measurement Matrix).

“Delivery PI” means any or all, as the case may be, of the PIs contained within the Delivery CSF as set out in Schedule 9b (Performance Measurement Matrix).

“Escalation Procedure” means the procedure set out at paragraph 4 of this Schedule 9a (Performance Measurement Mechanism).

“Emergency Clearance Times” are as set out in Appendix 2 (Emergency Clearance Time, Standard Clearance Times and Services Points) to Schedule 9c (Performance Measurement).

“Key Performance Indicator” or “KPI” means any or all, as the case may be, of the topics set out in the column headed “Key Performance Indicator (KPI)” in Schedule 9b (Performance Measurement Matrix) which are further sub-divided into Performance Indicators.

“Level 1 Non-Conformance Report” has the meaning given to it in paragraph 4.7.1 of this Schedule 9a (Performance Measurement Mechanism).

“Level 1 Rectification Period” has the meaning given to it in paragraph 4.7.1(c) of this Schedule 9a (Performance Measurement Mechanism).

“Level 1 Required Action” has the meaning given to it in paragraph 4.7.1(b) of this Schedule 9a (Performance Measurement Mechanism).

“Level 2 Non-Conformance Report” has the meaning given to it in paragraph 4.8.2 of this Schedule 9a (Performance Measurement Mechanism).

“Level 2 Rectification Period” has the meaning given to it in paragraph 4.8.2 of this Schedule 9a (Performance Measurement Mechanism).



“Level 2 Required Action” has the meaning given to it in paragraph 4.8.2 of this Schedule 9a (Performance Measurement Mechanism).

“Level 3 Non-Conformance Report” has the meaning given to it in paragraph 4.9.3(a) of this Schedule 9a (Performance Measurement Mechanism).

“Level 3 Rectification Period” has the meaning given to it in paragraph 4.9.3(b) of this Schedule 9a (Performance Measurement Mechanism).

“Level 3 Required Action” has the meaning given to it in paragraph 4.9.3(a) of this Schedule 9a (Performance Measurement Mechanism).

“Non-Conformances” has the meaning given to it in paragraph 4.2 (Escalation Procedure) of this Schedule 9a (Performance Measurement Mechanism), which shall include “Level 1 Non-Conformances”, “Level 2 Non-Conformances”, “Level 3 Non-Conformances” and “Level 4 Non-Conformances” as applicable.

“People PI” means any or all, as the case may be, of the PIs contained within the People CSF as set out in Schedule 9b (Performance Measurement Matrix).

“Performance Indicator” or “PI” means any or all, as the case may be, of the indicators set out in the column headed “Performance Indicator (PI)” in Schedule 9b (Performance Measurement Matrix).

“Period” means the Authority’s accounting periods as notified from time to time by the Authority to the Service Provider, each such period being of between 25 and 32 days and one of 13 periods during the Authority’s financial year.

“Period Performance Scorecard” means a report to be produced at the end of each Period in accordance with the requirements of Schedule 21 Contract Management.

“PI Allocated Score” means the score allocated to a Delivery PI on the Quarterly Contract Scorecard.

“Quarter” means respectively each or all of Periods 1 to 4, 5 to 7, 8 to 10 and 11 to 13 in each Contract Year.

“Quarterly Contract Score” has the meaning given to it in Appendix 2 to Schedule 9a (Performance Measurement Mechanism).

“Quarterly Contract Scorecard” means a report to be produced by the Authority at the end of each Quarter in accordance with paragraph 3.2 of this Schedule 9a (Performance Measurement Mechanism).

“Quarterly CSF” has the meaning given to it in Appendix 2 to Schedule 9a (Performance Measurement Mechanism).

“Quarterly KPIs” has the meaning given to it in Appendix 2 to Schedule 9a (Performance Measurement Mechanism).

“Quarterly Review Meeting” means the meeting which is held each Quarter and during which any Level 3 Non-Conformances are reviewed.

“Recovery Plan” means a plan to be provided by the Service Provider upon request by the Authority in the event that a performance issue has been raised to the



Escalation Procedure in a form similar to that at Appendix 6 to this Schedule 9a (Performance Measurement Mechanism) setting out how the Service Provider will address such non-performance.

“Root Cause Analysis” means an analysis to be provided by the Service Provider upon request by the Authority in the event that a performance issue has been raised to the Escalation Procedure in a form similar to that at Appendix 7 to this Schedule 9a (Performance Measurement Mechanism) setting out the Service Provider’s analysis of the root cause of the Non-Conformance in question.

“Same Type” has the meaning given to it in paragraph 4.8.1(f) of this Schedule 9a (Performance Measurement Mechanism).

“Service Delivery Review Meeting” means the weekly meeting during which any Level 1 Non-Conformances are reviewed.

“Standard Clearance Times” are as set out in Appendix 2 (Emergency Clearance Time, Standard Clearance Times and Services Points) to Schedule 9c (Performance Measurement).

“TfL Period Progress Meeting” means the meeting which is held each Period and during which any Level 2 Non-Conformances are reviewed.

“Value PI” means any or all, as the case may be, of the PIs contained within the Value CSF as set out in Schedule 9b (Performance Measurement Matrix).



2. Overview

- 2.1. This Schedule 9 (Performance Measurement) comprises the performance measurement mechanism (“PMM”) applicable to the Services, in order to incentivise the Service Provider to deliver the Services in accordance with the requirements of the Contract and to provide the Authority with a remedy where the Service Provider fails to do so.
- 2.2. The PMM set out in this Schedule 9 (Performance Measurement) shall, subject to paragraph 5 (Exclusions), come into effect on the Commencement Date and shall be applicable to the whole of the Services, including (where relevant) any Additional Works.
- 2.3. The PMM comprises and incorporates:
 - 2.3.1 a balanced score card approach that measures performance across the Critical Success Factors;
 - 2.3.2 a range of Key Performance Indicators (“KPIs”) and Performance Indicators (“PIs”), in each case set out in Schedule 9b (Performance Measurement Matrix);
 - 2.3.3 Schedule 9c (Performance Measurement) which sets out the details as to how the KPIs and PIs are to be measured, the frequency and methodology of monitoring performance and the performance level required; and
- 2.4. In respect of each KPI and PI, a failure by the Service Provider to meet the required level of performance set out in Schedule 9c (Performance Measurement) shall entitle the Authority to enact the Escalation Procedure. For the avoidance of doubt.

3. Reports

- 3.1. Quarterly Contract Scorecard
 - 3.1.1. A Quarterly Contract Scorecard will be produced by the Authority at the end of each Quarter.
 - 3.1.2. The Quarterly Contract Scorecard will contain a summary of:
 - 3.1.2.1. People PIs, Customer PIs and Value PIs measured and reported across the whole of the Quarter.
 - 3.1.3. KPIs and PIs will be weighted as set out in Schedule 9b (Performance Measurement Matrix) and the scores will be added up to give a total percentage score to calculate the total contract performance over the Quarter including the performance broken down by reference to each CSF.
 - 3.1.4. An example of the Quarterly Contract Scorecard setting out how the Delivery PIs are averaged, how the KPIs and PIs are weighted and how the total percentage score is derived is included in Appendix 2 to this Schedule 9a (Performance Measurement Mechanism).
- 3.2. Annual Contract Scorecard
 - 3.2.1. An Annual Contract Scorecard will be produced by the Authority within twenty (20) Working Days of the end of each Contract Year to measure and report on the performance by the Service Provider of the Services as against the KPIs and PIs over the course of the prior Contract Year.
 - 3.2.2. PIs will be calculated by averaging the four quarterly scores. KPIs are then calculated from the results of the PIs.



- 3.2.3. KPIs are weighted and the scores are added up to give a total percentage score to calculate the total contract performance over the Contract Year including the performance broken down by reference to each CSF.
- 3.2.4. An example of the Annual Contract Scorecard setting out how the PIs and KPIs are averaged, how the KPIs are weighted and how the total percentage score is derived is included in Appendix 3 to this Schedule 9a (Performance Measurement Mechanism).
- 3.3. Calculations for Quarterly Contract Scorecard and Annual Contract Scorecard
- 3.3.1. With reference to the Quarterly Contract Scorecard set out in Appendix 2 to this Schedule 9a (Performance Measurement Mechanism), collated scores are calculated as follows:
- 3.3.1.1. the Quarterly KPI is calculated as an average of the Quarterly PI % allocated scores;
 - 3.3.1.2. the Quarterly CSF is calculated as an average of the Quarterly KPI score for each CSF; and
 - 3.3.1.3. the Quarterly Contract Score is calculated as an average of the four Quarterly CSF scores.
- 3.3.2. With reference to the Annual Contract Scorecard set out in Appendix 3 to this Schedule 9a (Performance Measurement Mechanism), collated scores are calculated as follows
- 3.3.2.1. the Annual CSF is calculated as an average of the four Quarterly CSF scores; and
 - 3.3.2.2. the Annual Contract Score is calculated as an average of the four Annual CSF Scores.
- 3.3.3. With reference to the collated scores for the Quarterly Contract Scorecard and the Annual Contract Scorecard as set out above, the performance levels for the Quarterly KPIs, Quarterly CSFs, Quarterly Contract Score, Annual CSFs and Annual Contract Score are set as follows:
- 3.3.3.1. Meets Requirements - greater than 90.00%;
 - 3.3.3.2. Below Requirements - between 75.00% and 89.99%; and
 - 3.3.3.3. Unsatisfactory - below 75.00%.
- 3.4. Service Provider Responsibilities

The Service Provider shall report to the Authority on its performance against the KPIs and PIs in accordance with the requirements of Schedule 9c (Performance Measurement). The PIs may be escalated by the Authority pursuant to paragraph 4 (Escalation Procedure) of this Schedule 9a (Performance Measurement Mechanism).

4. Escalation Procedure

- 4.1. In the event that any of the PIs are assessed as “Below requirements” or “Unsatisfactory” as determined in the Period Performance Scorecards for two or more consecutive Periods, or in the event of any breach by the Service Provider of its obligations under the Contract, the Escalation Procedure may be invoked by the Authority and the Authority shall be entitled to do so in its absolute discretion.
- 4.2. The purpose of the Escalation Procedure is to provide a structured framework within which poor performance of the Services can be addressed against timescales and deliverable targets. For the purposes of the Escalation Procedure, notified levels of poor performance will be termed “Non-Conformances”.



- 4.3. The Escalation Procedure operates with four levels, as set out in paragraph 4.5 of this Schedule 9a (Performance Measurement Mechanism), with the lowest level of Non-Conformance being a Level 1 Non Conformance. Where Non-Conformances are escalated, they shall receive an appropriate level of management intervention from the Authority and the Service Provider. In the event a Non-Conformance is escalated to become a Level 3 Non-Conformance, the Parties shall have a final review and opportunity for remedial actions to resolve the relevant issues before the Non-Conformance becomes a Level 4 Non-Conformance, which will in turn entitle the Authority to terminate the Contract in whole or in part in accordance with Clause 44 (Termination on Service Provider Default). A Non-Conformance must either start the Escalation Procedure as a Level 1 Non-Conformance or a Level 2 Non-Conformance, but a Level 1 Non-Conformance can skip Level 2 to become a Level 3 Non-Conformance if the Authority determines (at its sole discretion) that the Non-Conformance is of a nature which requires it to be dealt with as a Level 3 Non-Conformance.
- 4.4. In the event of any PIs being assessed as “Below requirements” or “Unsatisfactory” for two or more consecutive Periods, the Non-Conformance may be escalated to a Level 1 Non-Conformance or a Level 2 Non-Conformance (but not straight to a Level 3 Non-Conformance), to be determined by the Authority at its absolute discretion. It is possible for a number of Level 1 Non-Conformances and/or Level 2 Non-Conformances to be on-going at any one time.
- 4.5. Additionally, in the event of the Service Provider failing to achieve an overall score of 75% or more in the Quarterly Contract Scorecard or the Annual Contract Scorecard (as required under paragraph 3.4 of this Schedule 9a (Performance Measurement Mechanism), the Authority may escalate this as a Level 1 Non-Conformance or a Level 2 Non-Conformance, be determined by the Authority at its absolute discretion.



Table 1 – Summary of Escalation Procedure (*for illustrative purposes only*)

TRIGGER	LEVEL	ACTION	BY	RESULT
A PI being assessed as “Below requirements” or “Unsatisfactory” as determined in the Period Performance Scorecards for two or more consecutive Periods	Level 1	Improvement plan with precise end date required. On-going review dates specified.	Service Provider	Satisfactory - Stop Unsatisfactory - Level 2
Level 1 Non-Conformance re-occurrence Persistent failure to meet required requirement Safety Condition infringements	Level 2	Improvement plan with precise end date required. On-going review dates specified.	Service Provider	Satisfactory - Stop Unsatisfactory - Level 3
Level 2 Non-Conformance re-occurrence	Level 3	Final review. Final opportunity for remedial action. Precise end date required.	Service Provider	Satisfactory - Stop Unsatisfactory - Level 4
Level 3 Non-Conformance re-occurrence	Level 4	Termination at Authority’s discretion pursuant to Clause 27		

4.6. As part of the Escalation Procedure and at any level, the Service Provider may be required to supply a Root Cause Analysis and/or a Recovery Plan at its own cost.

4.7. Level 1 Non-Conformance

4.7.1. The Service Provider shall notify the Authority of the occurrence of a Level 1 Non-Conformance, as soon as reasonably practicable after becoming aware of the occurrence, and the Level 1 Non-Conformance will be recorded by the Authority and a notice will be issued to the Service Provider in the form attached as Appendix 4 to this Schedule 9a (Performance Measurement Mechanism). The Service Provider shall, within 10 Working Days of service of the notice by the Authority, prepare and submit to the Authority a report (the “Level 1 Non-Conformance Report”). Such report shall set out:



- a) confirmation of the date and details of the Level 1 Non-Conformance;
- b) the steps to be taken by the Service Provider to ensure there is no re-occurrence of such Level 1 Non-Conformance (the “Level 1 Required Action”); and
- c) the time within which such Level 1 Required Action is to be completed by the Service Provider (which shall be a reasonable period) (the “Level 1 Rectification Period”).

4.7.2. The Service Provider and the Authority shall use all reasonable endeavours to agree the Level 1 Rectification Period (provided that in the event that the Service Provider and the Authority fail to agree the Level 1 Rectification Period, the Authority shall be entitled to set the Level 1 Rectification Period) and the Level 1 Required Action. If the agreed Level 1 Required Action is carried out by the Service Provider (to the Authority’s reasonable satisfaction) within the agreed Level 1 Rectification Period, the Level 1 Non-Conformance will be classed as resolved.

4.7.3. All Level 1 Non-Conformances will be reviewed at the Service Delivery Review Meeting and every Period at the Period Progress meeting (whether resolved or not) to ensure that re-occurrence is (where possible) eliminated.

4.8. **Level 2 Non-Conformance**

4.8.1. Paragraph 4.8.2 shall apply where:

- a) the Authority determines that the Non-Conformance should be treated as a Level 2 Non-Conformance (to be determined by the Authority at its absolute discretion); or
- b) the Service Provider fails to notify the Authority of the occurrence of a Level 1 Non-Conformance in accordance with paragraph 4.7.1 (provided that the Authority shall be entitled to treat this as a Level 3 Non-Conformance rather than a Level 2 Non-Conformance (to be determined by the Authority at its absolute discretion); or
- c) the Service Provider fails to make available to the Authority a Level 1 Non-Conformance Report within 10 Working Days of service by the Authority of the notice referred to in paragraph 4.7.1; or
- d) the Service Provider fails to undertake the Level 1 Required Action within the Level 1 Rectification Period; or
- e) having undertaken the Level 1 Required Action, the Service Provider fails to rectify the Level 1 Non-Conformance within the Level 1 Rectification Period; or
- f) a further Non-Conformance occurs after the Level 1 Rectification Period but within 2 months of the end of the Level 1 Rectification Period and being a Non-Conformance in relation to the same KPI or PI (the “Same Type”) as the Level 1 Non-Conformance; or
- g) a further Non-Conformance occurs during the Level 1 Rectification Period that is of the Same Type as the Level 1 Non-Conformance and the Service Provider has wilfully permitted the occurrence of such further Non-Conformance; or
- h) the Service Provider fails to meet the requirements of Schedule 7 (QUENSH [and Quality and Safety Plan] and Environmental Requirements).



- 4.8.2. Where one or more of the circumstances described in paragraph 4.8.1 applies, this shall be a Level 2 Non-Conformance and the Authority may submit a notice to the Service Provider in the form attached as Appendix 5 to this Schedule 9a (Performance Measurement Mechanism). The Service Provider shall determine (acting reasonably) the steps it will take to ensure there is no re-occurrence of such Level 2 Non-Conformance (the “Level 2 Required Action”) and the time within which such Level 2 Required Action is to be completed (which shall be within a reasonable period) (the “Level 2 Rectification Period”), and prepare and make available to the Authority a report (the “Level 2 Non-Conformance Report”) within 10 Working Days of service by the Authority of the notice referred to in this paragraph 4.8.2, which shall set out the following information:
- a) the date and details of the Level 2 Non-Conformance;
 - b) the proposed Level 2 Required Action; and
 - c) the proposed Level 2 Rectification Period.
- 4.8.3. The Service Provider and the Authority shall use all reasonable endeavours to agree the proposed Level 2 Rectification Period (provided that in the event that the Service Provider and the Authority fail to agree the Level 2 Rectification Period, the Authority shall be entitled to set the Level 2 Rectification Period) and the proposed Level 2 Required Action as set out in the Level 2 Non-Conformance Report.
- 4.8.4. If the agreed Level 2 Required Action is carried out by the Service Provider within the agreed Level 2 Rectification Period, the Level 2 Non-Conformance will be classed as resolved.
- 4.8.5. All Level 2 Non-Conformances will be reviewed every Period at the Period Progress Meeting (whether resolved or not) to ensure that re-occurrence is (where possible) eliminated.

4.9. **Level 3 Non-Conformance**

- 4.9.1. Paragraph 4.9.2 shall apply where:
- a) the Authority determines that the Level 1 or Level 2 Non-Conformance should be treated as a Level 3 Non-Conformance (to be determined at the Authority’s absolute discretion); or
 - b) the Service Provider fails to make available to the Authority a Level 2 Non-Conformance Report within 10 Working Days of service by the Authority of the notice referred to in paragraph 4.8.2; or
 - c) the Service Provider fails to undertake the Level 2 Required Action within the Level 2 Rectification Period; or
 - d) having undertaken the Level 2 Required Action, the Service Provider fails to rectify the Level 2 Non-Conformance within the Level 2 Rectification Period; or
 - e) a further Non-Conformance occurs after the Level 2 Rectification Period but within 2 months of the end of the Level 2 Rectification Period and which is of the Same Type as the Level 2 Non-Conformance; or
 - f) a further Non-Conformance occurs during the Level 2 Rectification Period that is of the Same Type as the Level 2 Non-Conformance and the Service Provider has wilfully permitted the occurrence of such further Non-Conformance.



- 4.9.2. Where one or more of the circumstances described in paragraph 4.9.1 applies, this shall be a Level 3 Non-Conformance and the Authority shall inform the Service Provider of the same by written notice, specifying the steps which the Service Provider is required to take to ensure that no further Non-Conformance of the Same Type shall arise (the “Level 3 Required Action”) and the period (being no greater than 2 months from the date of occurrence of the Level 3 Non-Conformance) for the Service Provider to put in place steps to ensure that no further Non-Conformances of the Same Type occur (the “Level 3 Rectification Period”).
- 4.9.3. Where paragraph 4.9.1(b) applies and the Service Provider has failed to make available to the Authority a Level 2 Non-Conformance Report, the notice referred to in paragraph 4.9.2 shall also set out the deadline by which the Service Provider is required to serve on the Authority a report (the “Level 3 Non-Conformance Report”) setting out the Level 3 Required Action and the Level 3 Rectification Period.
- 4.9.4. All Level 3 Non-Conformances will be reviewed (whether resolved or not) every Period at the Period Progress meeting and every Quarter at the Quarterly Review Meeting.

4.10. Level 4 Non-Conformance

4.10.1. Paragraph 4.10.2 shall apply where:

- a) the Service Provider fails to make available to the Authority by the deadline notified under paragraph 4.9.3 a Level 3 Non-Conformance Report; or
- b) the Service Provider fails to undertake the Level 3 Required Action within the Level 3 Rectification Period; or
- c) having undertaken the Level 3 Required Action, the Service Provider fails to rectify the Level 3 Non-Conformance within the Level 3 Rectification Period; or
- d) a further Non-Conformance occurs after the Level 3 Rectification Period but within 2 months of the end of the Level 3 Rectification Period and which is of the Same Type as the Level 3 Non-Conformance; or
- e) a further Non-Conformance occurs during the Level 3 Rectification Period that is of the Same Type as the Level 3 Non-Conformance and the Service Provider has wilfully permitted the occurrence of such further Non-Conformance.

4.10.2. Where one or more of the circumstances described in paragraph 4.10.1 applies, this shall be a Level 4 Non-Conformance and the Authority shall be entitled to terminate the Contract in whole or in part in accordance with Clause 44 (Termination on Service Provider Default).

5. Exclusions

- 5.1. Details of any exclusions from this Schedule 9a (Performance Measurement Mechanism) for particular PIs and KPIs are detailed in Schedule 9b (Performance Measurement Matrix).
- 5.2. The Escalation Procedure triggered by poor performance of KPIs and PIs shall not be applicable during the first four Periods following the Commencement Date.



Schedule 9a - Appendix 1 – Quarterly Contract Scorecard Template

Critical Success Factor (CSF)			Key Performance Indicator (KPI)			Performance Indicator (PI)		Collated Score				
Name	Description	Weighting	Ref	Name	Weighting	Ref	Name	Quarterly PI	Quarterly KPI Pre Weighting	Quarterly KPI after weighting	Quarterly CSF	Quarterly Contract Score
Customers	Putting customers and users at the centre of everything we do.	10%	C1	Customer Satisfaction	10%	C1A	Feedback survey - commercial response					
						C1B	Feedback survey - client response					
						C1C	Feedback survey - end user response					
People	Valuing Our People.	10%	P1	Training and Personnel	10%	P2A	Key Personnel turnover					
Delivery	Delivering safe, reliable, clean, sustainable and accessible transport.	80%	D1	Planned Service Delivery (PSD)	15%	D1A	Planned service delivery provided against the Specification					
			D2	Fault Management	15%	D2A	Emergency faults rectified on time					
						D2B	Standard faults rectified on time					
						D2C	All faults rectified on time					
			D4	Management Information	10%	D4A	Asset Reporting					
			D5	Health, Safety, Environmental	15%	D5B	Number of lost time injuries					
						D5C	Number of statutory notices / pollution events					
						D5D	Number of non compliances attributed to failure to meet a requirement of Schedule 7					
D6	Technical	15%	D6A	Services/faults/maintenance completed in accordance with the Specification								
D7	Commercial	10%	D7A	Accuracy of applications for payment								

KEY:	Meets requirements	100%	Greater or equal to 80%
	Below requirements	50%	Between 60 and 79.99%
	Unsatisfactory	0%	Below 60%

Schedule 9a - Appendix 3 – Annual Contract Scorecard Template

Critical Success Factor (CSF)			Quarter 1	Quarter 2	Quarter 3	Quarter 4	Annual	Annual Contract Score
Customers	Putting customers and users at the centre of everything we do.	10%						
People	Valuing Our People.	10%						
Delivery	Delivering safe, reliable, clean, sustainable and accessible transport.	80%						
Contract Score		100%						

Schedule 9a - Appendix 4 - Level 1 Non-Conformance Notice

Level 1 Non-Conformance Notice	
Notice Number	[Insert Level 1 number number]
Performance Indicator	[Inset PI reference number]
Severity of performance shortfall	[Below requirements/Unsatisfactory]
Date of commencement of performance shortfall	[Insert date]
Number of Periods of performance shortfall at the date of issue of this notice	[insert number of Periods]
Description of the Authority's Representative's understanding of the cause of the performance shortfall	
Date for submission by the Service Provider of the Level 1 Non-Conformance Report	[insert date 10 working date from the date of issue of notice]
The Service Provider is required to submit a Recovery Plan	[Yes/No]
The Service Provider is required to provide a Root Cause Analysis	[Yes/No]
Issued by	<p>Signed: _____</p> <p>The Authority's Representative</p> <p>Date: _____</p>



Schedule 9a - Appendix 5 - Level 2 Non-Conformance Notice

Level 2 Non-Conformance Notice	
Level 2 Notice Number	[Insert Level 2 number number]
Level 1 Notice Number	[Insert Level 1 Notice number if applicable]
Performance Indicator	[Inset PI reference number]
Reason for issue of Level 2 Non-Conformance Notice	<p>[The Authority determines that the severity of the Non-Conformance is Level 2 and a Level 1 Notice shall not be issued]*</p> <p>[The Service Provider has failed to notify the Authority of the occurrence of a Level 1 Non-Conformance in accordance with paragraph 4.7.1 of Schedule 9a]*</p> <p>[the Service Provider has failed to make available to the Authority a Level 1 Non-Conformance Report within 10 Working Days]*</p> <p>[The Service Provider has failed to undertake the Level 1 Required Action within the Level 1 Rectification Period]*</p> <p>[Having undertaken the Level 1 Required Action, the Service Provider has failed to rectify the Level 1 Non-Conformance within the Level 1 Rectification Period]*</p> <p>[A further Non-Conformance has occurred after the Level 1 Rectification Period but within 2 months of the end of the Level 1 Rectification Period and is a Non-Conformance in relation to the same KPI or PI as the Level 1 Non-Conformance]*</p> <p>[A further Non-Conformance occurs during the Level 1 Rectification Period that is of the Same Type as the Level 1 Non-Conformance and the Service Provider has wilfully permitted the occurrence of such further Non Conformance]*</p> <p>[The Service Provider has failed to meet the requirements of Contract Schedule 7 (QUENSH)]*</p> <p>*Select the reason for issue from the above grounds and delete the remainder.</p>
Date of commencement of performance shortfall	[Insert date]
Number of Periods of performance shortfall at the date of issue of this notice	[insert number of Periods]
Description of the Authority's Representative's understanding of the cause of the performance shortfall	



Level 2 Non-Conformance Notice	
The Service Provider is required to submit a Recovery Plan	[Yes/No]
The Service Provider is required to provide a Root Cause Analysis	[Yes/No]
Issued by	<p>Signed: _____</p> <p>The Authority's Representative</p> <p>Date: _____</p>



Schedule 9a - Appendix 6 – Recovery Plan

Recovery Plan		
Applicable Non-Conformance Notifications	[List all Level 1, 2 and 3 Non-Conformance Notifications]	
Performance Indicator to which the recovery Plan Relates	[Inset PI reference number]	
Root Cause Analysis has been completed?	[Yes/No]* delete as applicable [Where Root Cause Analysis has been completed insert cross reference to relevant document]	
Planned Action	Description	Date for implementation
Action		
1.		
2.		
3.		
4.		
5.		
	[Insert additional rows as required]	
Issued by	Signed: _____ The Service Provider's Representative Date: _____	



Schedule 9a - Appendix 7 – Root Cause Analysis

Root Cause Analysis (“RCA”) Template	
<p>Guidance Note:</p> <p>The template provides the generic key stages of a Root Cause Analysis and the minimum information to be provided by the Service Provider. The Service Provider shall therefore expand the template as necessary in order to provide a full explanation to the Authority of the roots causes of all performance shortfalls.</p>	
Applicable Non-Conformance Notifications	[List all Level 1, 2 and 3 Non-Conformance Notifications]
Performance Indicator to which the RCA relates	[Inset PI reference number]
Recovery Plan to which the RCA relates	[Inset Recovery Plan reference number]
Description of Performance Shortfall	
Time Line	
Date	Sequence of Events
Investigative Team	Methods Used



Findings	
Identification of Root Cause	
Corrective Action	
Issued by	Signed: _____ The Service Provider's Representative Date: _____



SCHEDULE 9b: PERFORMANCE MEASUREMENT MATRIX

Critical Success Factor (CSF)			Key Performance Indicator (KPI)						
Name	Description	Weighting	Ref	Name	Weighting	Ref	Name	Frequency of Assessment	Subject to Escalation Process as set out in Schedule 9a
Customers	Putting customers and users at the centre of everything we do.	10%	C1	Customer Satisfaction	10%	C1A	Feedback survey - commercial response	Quarterly	No
						C1B	Feedback survey - client response	Quarterly	No
						C1C	Feedback survey - end user response	Quarterly	No
People	Valuing Our People.	10%	P1	Training and Personnel	10%	P2A	Key Personnel	Quarterly	Yes
Delivery	Delivering safe, reliable, clean, sustainable and accessible transport.	80%	D1	Planned Service Delivery (PSD)	15%	D1A	Planned service delivery provided against the Specification	Quarterly	Yes
			D2	Fault Management	15%	D2A	Emergency faults rectified on time	Quarterly	Yes
						D2B	Standard faults rectified on time	Quarterly	Yes
						D2C	All faults rectified on time	Quarterly	Yes
			D4	Management Information	10%	D4A	Asset Reporting	Quarterly	Yes
			D5	Health, Safety, Environmental	15%	D5B	Number of lost time injuries	Quarterly	Yes
						D5C	Number of statutory notices/pollution events, EHO and Legislative Compliance	Quarterly	Yes
						D5D	Adherence to TfL's Health, Safety and Environment Policy	Quarterly	Yes
			D6	Technical	15%	D6A	Service Provider to fully manage all aspects of service as per the Specification	Quarterly	Yes
D7	Commercial	10%	D7A	Accuracy of applications for payment. Budget adherence and correct reporting	Quarterly	Yes			

SCHEDULE 9c: PERFORMANCE MEASUREMENT

1. Overview

- 1.1. This Schedule 9c (Performance Measurement) sets out the details as to how the KPIs and PIs for each Critical Success Factor are measured and the service performance levels required for each KPI and PI.

2. Critical Success Factor - Customers

- 2.1. This CSF is defined as “Putting customers and users at the centre of everything we do”.
- 2.2. This CSF is measured through the following KPIs and PIs:
- 2.2.1. KPI C1 - Customer Satisfaction, incorporating the following PIs:
- a) C1A – Feedback Survey – Commercial Response (as set out in Table 1);
 - b) C1B – Feedback Survey – Client Response (as set out in Table 1); and
 - c) C1C – Feedback Survey – End User Response (as set out in Table 1).
- 2.3. Details of how these KPIs and PIs are measured are set out in the following Table 1.

Table 1			
Critical Success Factor	Customers		
Key Performance Indicator	C1 - Customer Satisfaction		
Performance Indicator	C1A - Feedback Survey – Commercial Response	C1B - Feedback Survey – Client Response	C1C - Feedback Survey – End user response
PI Measure	Commercial stakeholders' satisfaction of the customer service provided by the Service Provider	Client stakeholders' satisfaction of the customer service provided by the Service Provider	End user stakeholders' satisfaction of the customer service provided by the Service Provider
PI Purpose	To ensure a high level of customer service from the Service Provider		
PI Event Definition	The Authority's Representative will nominate a commercial stakeholder (where the Services are being provided) to assess the Service Provider's performance.	The Authority's Representative will nominate a client stakeholder (where the Services are being provided) to assess the Service Provider's performance.	The Authority's Representative will nominate an end user stakeholder (where the Services are being provided) to assess the Service Provider's performance.
	The assessment will be made against customer service Feedback Measures criteria set out in Schedule 9c (Performance Measurement) - Appendix 1 (Review Measures).		
	The commercial stakeholders will be selected by the Authority (at its discretion) from individuals responsible for the commercial management of the Contract. This will typically be commercial or contract managers.	The client stakeholders will be selected by the Authority (at its discretion) from individuals responsible for the non-commercial management of the Contract. This will typically be asset or building managers.	The end user stakeholders will be selected by the Authority (at its discretion) from individuals responsible for the operational performance. This will typically be recipients of the Services, for example Rail/bus station staff, depot staff or office staff.
PI Monitoring Methods	<p>On a quarterly basis the identified stakeholders will score the Service Provider on the basis of the customer service Feedback Measures criteria set out in Schedule 9c (Performance Measurement) – Appendix 1 (Review Measures).</p> <p>Each question will be scored on the following basis:</p> <ul style="list-style-type: none"> • 5 points – Exceeds Requirements • 4 points – Meets Requirements • 2 points – Below Requirements <ul style="list-style-type: none"> • 0 points – Poor <p>An overall percentage score will be calculated by adding together the score achieved for Feedback Measure, dividing by the total maximum score and multiplying by 100.</p> <p>The expectation is that the Service Provider achieves a score of 65% or more, as set out in the Performance Levels below.</p>		
Service Provider Responsibilities	None		
Performance Levels			
Level 1 - Meets Requirements	The Service Provider is scored at greater or equal to 65%		
Level 2 - Below Requirements	The Service Provider is scored at between 50% and 64.99%		
Level 3 - Unsatisfactory	The Service Provider is scored at less than 50%		
Quarterly Contract Scorecard	For the Quarterly Contract Scorecard, Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.		

3. Critical Success Factor - People

- 3.1. This CSF is defined as “Valuing our people”.
- 3.2. This CSF is measured through the following KPIs and PIs:
 - 3.2.1. KPI P1 – Training and Personnel, incorporates the following PI:
 - a) P2A – Key Personnel
- 3.3. Details of how this KPI and PI are measured are set out in Table 2.
- 3.4. During the first four Periods following the Commencement Date:
 - 3.4.1. the PI and KPI targets will be reduced by 10%; and
 - 3.4.2. the Escalation Procedure shall not be initiated where the Service Provider achieves “Below Requirements” or “Unsatisfactory” scores (as defined in the following tables) in relation to any KPI or PI.
 - 3.4.3. Any “Below Requirements” or “Unsatisfactory” scores achieved by the Service Provider in respect of the first four Periods following the Commencement Date shall not be carried forward to initiate the Escalation Procedure in Quarters 3 and 4.

Table 2	
Critical Success Factor	People
Key Performance Indicator	P1 – Training and Personnel
Performance Indicator	P2A – Key Personnel
PI Measure	Commercial stakeholders' satisfaction of the Key Personnel provided by the Service Provider
PI Purpose	To ensure high level of service provided from the Service Provider
PI Event Definition	<p>The Authority's Representative will nominate a commercial stakeholder (where the Services are being provided) to assess the Service Provider's performance.</p> <p>The assessment will be made against customer service Feedback Measures criteria set out in Schedule 9c (Performance Measurement) - Appendix 1 (Review Measures).</p> <p>The commercial stakeholders will be selected by the Authority (at its discretion) from individuals responsible for the commercial management of the Contract. This will typically be commercial or contract managers.</p>
PI Monitoring Methods	<p>On a quarterly basis the identified stakeholders will score the Service Provider on the basis of the customer service Feedback Measures criteria set out in Schedule 9c (Performance Measurement) – Appendix 1 (Review Measures).</p> <p>Each question will be scored on the following basis:</p> <ul style="list-style-type: none"> · 5 points – Exceeds Requirements · 4 points – Meets Requirements · 2 points – Below Requirements · 0 points – Poor <p>An overall percentage score will be calculated by adding together the score achieved for Feedback Measure, dividing by the total maximum score and multiplying by 100.</p> <p>The expectation is that the Service Provider achieves a score of 65% or more, as set out in the Performance Levels below.</p>
Service Provider Responsibilities	To retain records of changes in Key Personnel in the preceding 13 Periods and provide a quarterly report to the Authority.
Performance Levels	
Level 1 - Meets Requirements	The Service Provider is scored at greater or equal to 65%
Level 2 - Below Requirements	The Service Provider is scored at between 50% and 64.99%
Level 3 – Unsatisfactory	The Service Provider is scored at less than 50%
Quarterly Contract Scorecard	For the Quarterly Contract Scorecard, Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.

4. Critical Success Factor – Delivery

4.1. This CSF is defined as “Delivering safe, reliable, clean, sustainable and accessible transport”.

4.2. This CSF is measured through the following KPIs and PIs:

4.2.1. KPI D1 – Planned Service Delivery:

- a) D1A – Planned Service Delivery provided (as set out in Table 4).

4.2.2. KPI D2 – Fault Management, incorporating the following PIs:

- a) D2A – Emergency faults rectified on time (as set out in Table 4);
- b) D2B – Standard faults rectified on time (as set out in Table 4); and
- c) D2C – All faults rectified to time (as set out in Table 4).

4.2.3. KPI D4 – Management Information, incorporating the following PIs:

- a) D5A – Asset Reporting (as set out in Table 4).

4.2.4. KPI D5 – Health, Safety, Environmental, incorporating the following PIs:

- a) D5B – Number of lost time injuries (as set out in Table 4);
- b) D5C – Number of statutory notices/pollution events (as set out in Table 4); and
- c) D5D – Adherence to TfL's Health, Safety and Environment Policy (as set out in Table 4).

4.2.5. KPI D6 – Technical, incorporating the following PIs:

- a) D6A – Service Provider to fully manage all aspects of service as per the Specification (as set out in Table 4);

4.2.6. KPI D7 – Commercial, incorporating the following PI:

- a) D7A – Accuracy of applications for payment. Budget adherence and correct reporting (as set out in Table 4).

4.3. Details of how these KPIs and PIs are measured are set out in the following Table 4

4.4. During the first four Periods following the Commencement Date:

4.4.1. PI and KPI targets will be reduced by 10%; and

4.4.2. the Escalation Procedure and Abatement process (where applicable) will not be initiated where the Service Provider achieves “Below Requirements” or “Unsatisfactory” scores (as defined in the following tables) in relation to any KPI or PI.

- 4.5. Any “Below Requirements” or “Unsatisfactory” scores achieved by the Service Provider in respect of the first four Periods following the Commencement Date shall not be carried forward to initiate the Escalation Procedure in Quarters 3 and 4.

Table 4								
Critical Success Factor	Delivery							
Key Performance Indicator	D1 - Planned service delivery (PSD)	D2 - Fault Management	D4 – Management Information	D5 – Health, Safety, Environmental			D6 – Technical	D7 – Commercial
Performance Indicator	D1A – Planned service delivery provided against the Specification	D2A - Emergency faults rectified on time D2B - Standard faults rectified on time D2C - Faults rectified on time	D4A – Asset reporting	D5B – Number of lost time injuries	D5C – Number of statutory notices/pollution events, EHO and Legislative Compliance	D5D – Adherence to TfL's Health, Safety and Environment Policy	D6A – Service Provider to fully manage all aspects of service as per the Specification	D7A – Accuracy of applications for payment. Budget adherence and correct reporting
PI Measure	Authority's Operational and Commercial stakeholder' satisfaction of the service provided by the Service Provider in accordance with the Specification							
PI Purpose	To ensure that activities are carried out in accordance with the Specification and to a high level.							
PI Event Definition	<p>The Authority's Representative will nominate an end user stakeholder (where the Services are being provided) to assess the Service Provider's performance.</p> <p>The assessment will be made against customer service Feedback Measures criteria set out in Schedule 9c (Performance Measurement) - Appendix 1 (Review Measures).</p> <p>The end user stakeholders will be selected by the Authority (at its discretion) from individuals responsible for the operational performance.</p>							
PI Monitoring Methods	<p>Each Period the identified stakeholders will score the Service Provider on the basis of the customer service questions and assessment criteria set out in Schedule 9c (Performance Measurement) – Appendix 1 (Review Measures).</p> <p>Each question will be scored on the following basis:</p>							
	<ul style="list-style-type: none"> • 5 points – Exceeds Requirements • 4 points – Meets Requirements • 2 points – Below Requirements • 0 points – Poor 							
	<p>An overall percentage score will be calculated by adding together the score achieved for Feedback Measure, dividing by the total maximum score and multiplying by 100.</p> <p>The expectation is that the Service Provider achieves a score of 65% or more, as set out in the Performance Levels below</p>							

Service Provider Responsibilities	Planned service delivery against the Specification activities completed.
Performance Levels	
Level 1 - Meets Requirements	The Service Provider is scored at greater or equal to 65%
Level 2 - Below Requirements	The Service Provider is scored at between 50% and 64.99%
Level 3 - Unsatisfactory	The Service Provider is scored at less than 50%
Quarterly Contract Scorecard	For the Quarterly Contract Scorecard, Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.

Schedule 9c: Appendix 1 Review Measures

Performance Indicator (PI)		Measures
Ref	Name	
C1A	Feedback survey - commercial response	Any instances of non-compliance against the contract T&C's Adherence to WRRR obligations Extent to which the Service Provider meets its Responsible Procurement and Sustainability objectives (including adherence to the Government Buying Standards & GLA Group Responsible Procurement Policy) and is there an acceptable plan in place to remedy non-compliance Is there an effective Business Continuity process in place
C1B	Feedback survey - client response	Is TfL management intervention only required when appropriate Does the Service Provider consistency meet the requirements of the agreed specification Are period reports provided within the agreed timeframe and is communication from Service Provider meetings effective
C1C	Feedback survey - end user response	Is there a process in place to manage staff feedback including food related incidents (e.g. alleged food poisoning; foreign bodies etc.) within an agreed timeframe Is there a process to establish trend analysis and action plans put in place following customer feedback Is there a process in place and adhered to for managing allergy and product information
P2A	Key Personnel	Are there the correct number of staff in place to provide the agreed services Are staff suitably trained in the job they are performing Is there a suitable training programme in place and training records maintained Are staff adhering to TfL's policy & procedures Are staff in the correct uniform, with PPE provided where appropriate Adherence to the company standards for person hygiene; appearance including not smoking in uniform and adopting the appropriate measures for the safe handling of food
D1A	Planned service delivery provided against the Specification	Has the service delivery started on time and are the core deliverables in place during service hours Is there menu rotation across all Sites and sales data analysis in order to drive sales Is there a programme in place for equipment planned maintenance (Service Providers responsibility) Is there a food safety management plan in place and are all records available for inspection e.g. temperature records
D2A	Emergency faults rectified on time	Are all faults reported by the Service Provider to the appropriate helpdesk and escalated where appropriate so as not to impede the service delivery In the event of service disruption due to faults not being resolved immediately, is there a process in place to mitigate service disruption
D2B	Standard faults rectified on time	
D2C	All faults rectified on time	
D4A	Asset Reporting	Are staff utilising equipment appropriately, so as not to cause damage or injury to themselves or others Are the catering facilities kept clean, with appropriate cleaning schedules/deep clean programme in place and are all records available for inspection Is there sufficient light equipment available for preparation; cooking; service delivery etc.
D5B	Number of lost time injuries	Have lost hours as a result of work place accidents been correctly reported with any training implemented where necessary to avoid the risk of re-occurrence Have all near misses and dangerous occurrences been reported and recorded and improvement measures implemented

D5C	Number of statutory notices / pollution events	<p>Are all statutory notices in place Have any issues raised been addressed as a result of an EHO inspection, including a down-grading of the "star-grading" Have any statutory/legislative/client issues of non-compliance been addressed Is correct food stock storage/service in place including labelling and in-date food items</p>
D5D	Number of non compliances attributed to failure to meet a requirement of Schedule 7	<p>Does the Service Provider display sound knowledge relating to safety matters Are the Service Providers Safety Policy and Procedures adequate for the delivery of the service Are all appropriate method statements and risk assessments in place Have there been any contraventions of H&S legislation and/or TfL's Health, Safety and Environmental Policy Have any reported non-compliance relating to health; safety and environment issues been addressed</p>
D6A	Services/faults/maintenance completed in accordance with the Specification	<p>Is the catering service effectively managed Is the Service Provider resolving all issues raised and documented with actions taken and closed out within the agreed timeframe Is the Service Providers nominated personnel contactable 24/7</p>
D7A	Accuracy of applications for payment	<p>Are invoices presented in the agreed format on time with the relevant supporting information to ensure approval by TfL within the agreed timeframe Are quotes; revised budgets (where requested) and information presented in a timely and appropriate format Are services being provided as per budget, unless there is agreement in place for non-compliance Have any variations to contract been agreed and appropriately recorded Is the agreed price tariff maintained with appropriate point of sale information displayed</p>

Schedule 9c: Appendix 2

		Priority Name	Description	Action	Service Level
Reactive	1	Emergency	Faults which present an immediate & serious risk to customer or operational safety or security, involve critical assets or which significantly restrict or prevent normal operation and use of the building/facility/site.	Attend	Within 2 Hours
				Permanent rectification OR interim rectification & make safe	Within 4 Hours
				Further attendance and permanent rectification	Within 48 Hours
	2	Urgent	Faults which are not deemed as Level 1 but which adversely affect customer or operational safety or security or restrict the normal operation of the building/facility/site without disruption or inconvenience.	Attend	Within 4 hours
				Permanent rectification OR interim rectification & make safe	Within 24 hours
				Further attendance and permanent rectification	Within 48 hours
	3	Non-Urgent	Faults which impinge on the normal operation or use of the building/facility/site but which do not cause immediate disruption or inconvenience.	Permanent rectification	Within 7 days

SCHEDULE 10 - CONTRACT MANAGEMENT

1. Definitions

“Competency Management and Training Plan” means the plan set out in Schedule 3 (Specification);

“Contract Management Groups” means the groups set out in Table 1 (Contract Management Groups) of this Schedule 10 (Contract Management);

“Demobilisation Plan” means the plan prepared by the Service Provider and delivered to the Authority in accordance with Schedule 8 (Re-Tender Cooperation);

“Planned Preventative Maintenance Plan” means the plan set out in Schedule 3 (Specification);

“Health, Safety, Quality and Environmental Plan” means the plan prepared by the Service Provider in accordance with Schedule 7 (Contract Quality, Environmental & Safety Considerations);

“Organisational Chart” means the chart of the Service Provider Personnel set out in Appendix 1 (Organisational Chart) to this Schedule 10 (Contract Management);

“Quarterly Contract Scorecard” has the meaning given to it in Appendix 1 to Schedule 9 (Performance Measurement);

“Service Delivery Plan” means the plan prepared by the Service Provider and delivered to the Authority in accordance with this Schedule 10 (Contract Management) as Appendix 2;

“TfL Contract Owners” means a designated senior manager or director representing the Authority.

2. Governance/Management Groups and Meetings

- 2.1. The Service Provider shall establish and maintain an account management team suitable for the Services required, both technically and managerially, to be responsible for but not limited to:
 - 2.1.1. the satisfactory execution and day to day management of the Services on a timely basis, and to the standard required as described within Schedule 3 (Specification);
 - 2.1.2. ensuring proactive and pre-emptive management of all Services;
 - 2.1.3. providing strategic advice and support in the provision of the Services;
 - 2.1.4. acting as the liaison point between the Authority's Representative and the Service Provider ; and
 - 2.1.5. ensuring that the Services provided are carried out in accordance with the Contract and to the satisfaction of the Authority's Representative.
- 2.2. The Service Provider shall comply with the organisational chart attached at Appendix 1 (Organisational Chart) to this Schedule 10 (Contract Management). The Service Provider shall populate such organisational chart with the names of relevant Service Provider's Personnel within twenty (20) Working Days of the Commencement Date. The Service Provider shall update such organisational chart and submit to the Authority for approval quarterly. Such organisation chart cannot be varied unless agreed by the parties in writing.
- 2.3. The Service Provider shall set up, implement and maintain Contract Management Groups to govern the Contract at a strategic, tactical and operational level as set out in Table 1 (Contract Management Groups) of this Schedule 10.
- 2.4. The Contract Management Groups shall meet, as a minimum, in accordance with the frequencies set out in Table 2 (Contract Management Group Frequencies) of this Schedule 10.
- 2.5. The Service Provider shall ensure that all Service Provider Personnel attending meetings have the necessary delegated authority to act on behalf of the Service Provider. In the absence of the Service Provider's Account Director or other Key Personnel, a suitable qualified replacement must be provided.
- 2.6. The Authority shall, prior to each anniversary of the Commencement Date, develop and issue an annual schedule of meetings to monitor and manage the performance of the Services by the Service Provider.

2.7. The Authority shall develop and issue agendas for all meetings no later than two (2) Working Days prior to each meeting and shall take minutes of all meetings. The Meeting Chair (as set out in Tables 3-7 of this Schedule 10) shall be responsible for issuing the minutes of all meetings for agreement with the Authority within five (5) Working Days of each meeting taking place.

2.8. All meetings shall be held at the Authority’s premises unless agreed otherwise by the Authority.

2.9. The Service Provider shall, in addition to all meetings and plans specified in this Schedule 10, attend any meeting and produce reports in accordance with Schedule 3 (Specification).

2.10. The Service Provider shall attend, with the Authority in each Contract Year, the meetings set out in Tables 3 and 4 of this Schedule 10, in the frequencies stated.

Table 1: Contract Management Groups

	Authority – Contract Management	Service Provider – Contract Management
Strategic	<ul style="list-style-type: none"> Contact Owner(s) 	<ul style="list-style-type: none"> Account Manager
Tactical /Operational	<ul style="list-style-type: none"> Senior Operational Contract Management Representatives Senior Commercial Contract Management Representatives 	<ul style="list-style-type: none"> Senior Operational Contract Management Representatives Senior Commercial Contract Management Representatives

Table 2: Contract Management Groups Frequencies

	Attendees	Frequency
Strategic	<ul style="list-style-type: none"> TfL Contact Owner(s) Service Provider - Account Director Senior Operational and Commercial Contract Management Representatives 	Annually
Tactical /Operational	<ul style="list-style-type: none"> Senior Operational Management Representatives Senior Commercial Management Representatives 	Quarterly (may review periodically)

Table 3: Annual Strategic Review

Strategic – Annual Strategic Review	
<p>Purpose - A strategic assessment of the relationship between the parties, including:</p> <ul style="list-style-type: none"> • business updates from the Authority and the Service Provider ; • achievement of the Authority's objectives for the Contract; • significant risks and issues affecting the Service Provider 's performance; • Service Provider performance with agreement of actions for improvement; • review of the Service Provider 's Service Delivery Plan; • Service Provider 's compliance with Specification and the service level requirements set out in Schedule 9 (Performance Measurement); • review of the Service Provider 's progress in respect of strategy, health, safety and environmental issues and compliance with QUENSH); and • developments within the parties and changes in the facilities management market and industry that affect the Contract. 	
Title:	Annual Strategic Review
Frequency	Annual
Business Level	Catering Equipment Maintenance - Strategic
Main Agenda Items	<ul style="list-style-type: none"> • Annual Performance review • Annual Financial review • Business and market place developments
Attendees (Authority)	<ul style="list-style-type: none"> • TfL Contractor Owner(s) • Service Provider – Account Director • Senior Operational and Commercial Contract Management Representatives
Attendees (Service Provider)	<ul style="list-style-type: none"> • Service Provider – Account Director • Senior Operational and Commercial Contract Management Representatives
Meeting Chair	<ul style="list-style-type: none"> • Authority's Representative
Reports Required	<ul style="list-style-type: none"> • Quarterly Contract Scorecard summarising Service Provider performance in accordance with Schedule 9 (Performance Measurement) • Planned Preventative Maintenance Plan (as defined and in accordance with Schedule 3 (Specification) • Annual Maintenance Plan (as defined and in accordance with

	Schedule 3)
Decisions/ Reports/ Outputs	<ul style="list-style-type: none"> • Minutes • Actions with responsibility for completion allocated and target dates for completion

Table 4: Quarterly Strategic Review

Tactical – Quarterly Review	
Purpose – An operational Review of performance of the Services by Service Provider , including: <ul style="list-style-type: none"> • Review of Payment application and payment adjustments; • Evaluation of the Service Provider 's skills and resourcing requirements; • Resolution of on-going Service Provider performance issues; • Review of Additional Works and Variation Orders; • Review of progress by Service Provider in respect of strategy, health, safety and environmental issues and compliance with QUENSH); • updates to the Planned Preventative Maintenance Plan; • Quarterly review of Service Provider performance over Periods; and • Review of Relief Events. 	
Title:	Quarterly Review
Frequency	Each Quarter
Business Level	Catering Equipment Maintenance - Tactical
Main Agenda Items	<ul style="list-style-type: none"> • Performance review • Financial review • Business and market place developments
Attendees (Authority)	<ul style="list-style-type: none"> • Commercial Contract Management Representatives • Operational Contract Management Representatives
Attendees (Service Provider)	<ul style="list-style-type: none"> • Commercial Contract Management Representatives • Operational Contract Management Representatives
Meeting Chair	<ul style="list-style-type: none"> • Authority's Representative
Reports Required	<ul style="list-style-type: none"> • Quarterly Contract Scorecard summarising Service Provider performance in accordance with Schedule 9 (Performance Measurement)

	<ul style="list-style-type: none"> • Update on remedial actions undertaken by Service Provider • Update on achievement of planned and reactive maintenance activities • Reports on faults • Report on waste and resources
Decisions/ Reports/ Outputs	<ul style="list-style-type: none"> • Minutes • Actions with responsibility for completion allocated and target dates for completion

3. Service Provider 's Plans

3.1. The Service Provider shall comply with the plans listed in this paragraph 3 and as set out in the Service Delivery Plan, which are:

- 3.1.1. Service Delivery Plan;
- 3.1.2. Quality Management Plan, in accordance with Schedule 7 (Contract Quality, Environmental and Safety Considerations) ;
- 3.1.3. Health and Safety Plan, in accordance with Schedule 7;
- 3.1.4. Environmental Management Plan, in accordance with Schedule 7;
- 3.1.5. Corporate Social Responsibility (CSR) Plan;
- 3.1.6. Competency Management and Training Plan;

3.2. The Service Provider shall review and submit to the Authority for approval updated copies of such plans as per the frequencies specified in paragraph 3.4 of this Schedule 10 (Contract Management).

3.3. The Authority shall provide the Service Provider with comments on the plans within thirty (30) Working Days of receipt. The Service Provider shall incorporate the comments and suggestions of the Authority and shall issue a revised copy of the plans to the Authority within fourteen (14) Working Days of receipt. No amended plan shall take effect until the Authority's Representative has confirmed the Authority's approval of the amended plan(s).

3.4. The Service Provider shall be required to provide the above plans in the frequencies stated below:

Plan	Frequency
Service Delivery Plan	Annually

Health, Safety, Quality and Environmental Plan	Annually
Competency Management and Training Plan	Annually

3.4.1. Service Delivery Plan

3.4.1.1. The Service Provider shall comply with the Service Delivery Plan. The Service Provider shall provide such Service Delivery Plan in accordance with the requirements of paragraph 3.4.1 of this Schedule 10 (Contract Management) at least twenty (20) Working Days before the Services Commencement Date. The Service Provider shall update the Service Delivery Plan and submit to the Authority for approval annually. The Service Delivery Plan cannot be varied unless agreed by the parties in writing.

3.4.1.2. The Service Provider shall provide, on a Service-by-Service basis and in accordance with the Contract, including the structure and content of Schedule 3 (Specification), details of how the Service Provider shall deliver the Services.

3.4.1.3. The Service Provider shall submit method statements setting out the Service Provider's arrangements for providing the Services and details of the equipment and other resources that the Service Provider proposes to use in the delivery of Services.

3.4.1.4. The Service Provider shall describe its overall approach to managing the Contract. This shall include, but shall not be limited to:

- the names and positions of the Service Provider 's Key Personnel for each of the Contract Management Groups (as set out in Table 1 of this Schedule 10);
- the Service Provider 's address for serving of notices;
- the management organisational structure for the Contract, showing fulltime equivalent allowances;
- roles, responsibilities and key skills and competencies of each member of the Service Provider 's management structure;
- the Service Provider 's approach to the management of the Services; o the Service Provider 's approach to collaborative working;
- the Service Provider 's reporting processes;
- the Service Provider 's approach to recruitment, training and development of Service Provider Personnel; and
- how the Service Provider will manage Service Provider Personnel

and Sub-Contractors.

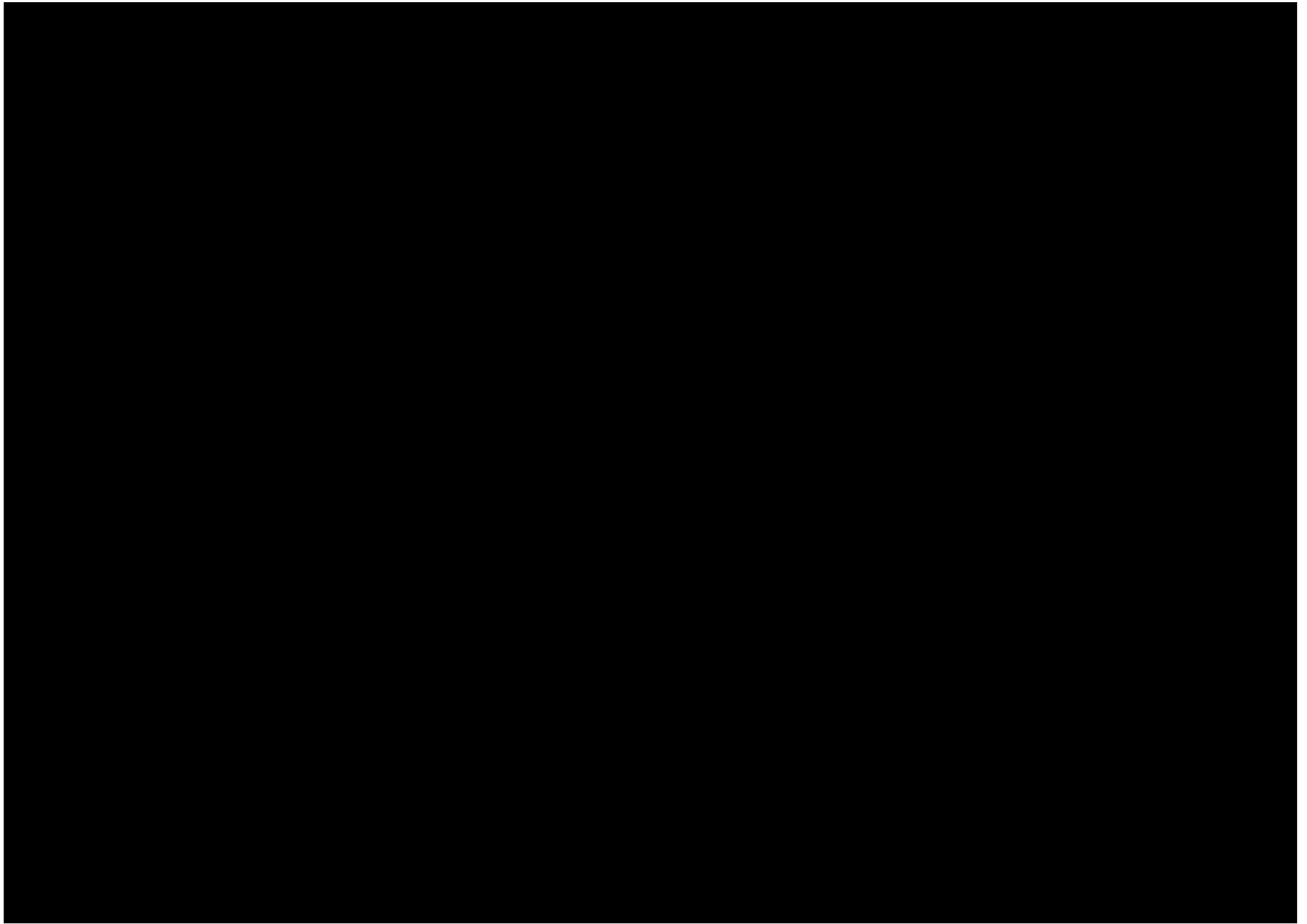
3.4.2. Health, Safety, Quality and Environmental Plan

The Service Provider shall set out its approach to health, safety, quality, environment and corporate social responsibility in accordance with Schedule 7 (Contract Quality, Environmental and Safety Considerations).

3.4.3. Competency Management and Training Plan

The Service Provider shall provide a plan demonstrating how the Service Provider will meet all training requirements for itself and its Sub-Contractors in accordance with section 3.3 of Schedule 3 (Specification).

SCHEDULE 10 – Appendix 1: Organisational Chart



SCHEDULE 10 – Appendix 2: Service Delivery Plan

NOT USED