

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

14. Sub-Contracting and Change of Ownership

14.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of TfL, which may be refused or granted subject to such conditions as TfL sees fit.

14.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:

14.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;

14.2.2 be responsible for payments to that person;

14.2.3 remain solely responsible and liable to TfL for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;

14.2.4 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify TfL in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to TfL under the Contract;

14.2.5 promptly notify TfL in writing of any change to the information notified under Clause 14.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);

14.2.6 without prejudice to the provisions of Clause 17, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;

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

14.2.7.1 requiring payment to be made by the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, to the sub-contractor

within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements;

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

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

14.2.7.4 a requirement that the sub-contractor includes a provision having the same effect as Clause 14.2.7.3 above in any sub-contract it awards.

14.3 The Service Provider shall give notice to TfL within 10 Business Days where:

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

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

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

Upon the occurrence of any of the events referred to at Clauses 14.3.1 – 14.3.3 above, TfL shall have the right to terminate the Contract.

15. Conflict of Interest

15.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Authority Group, save to the extent fully disclosed to and approved by TfL.

15.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify TfL in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with TfL to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to TfL's satisfaction, provided that, where TfL is not so satisfied, it may terminate the Contract in accordance with Clause 37.1.10.

16. Access to Premises and Assets

16.1 Subject to Clause 11.10 any access to either or both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:

16.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;

16.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as TfL may determine;

16.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 16.1;

16.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by TfL at all relevant times and comply with TfL's security procedures as may be notified by TfL from time to time;

16.1.5 not damage the Authority Premises or any assets on Authority Premises; and

16.1.6 return immediately to TfL in good working order and satisfactory condition (in the reasonable opinion of TfL) all Authority Assets used by the Service Provider or the Service Provider's Personnel in the performance of the Services.

16.2 Nothing in this Clause 16 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.

16.3 TfL shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

17. Compliance with Policies and Law

17.1 The Service Provider, at no additional cost to TfL:

- 17.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of TfL's policies and standards that are relevant to the performance of the Services, (including the TfL Business Rules, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by TfL for personnel working at Authority Premises or accessing TfL's computer systems. TfL shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;
- 17.1.2 shall provide the Services in compliance with and shall ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either or both of the Service Provider's or TfL's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify TfL if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 17.1.2;
- 17.1.3 without limiting the generality of Clause 17.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 17.1.4 acknowledges that TfL is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "**Relevant Protected Characteristic**") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;
- 17.1.5 where possible, shall provide the Services in such a manner as to:
- 17.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

- 17.1.5.2 eliminate unlawful discrimination; and
 - 17.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation;
- 17.1.6 Where the GLA is TfL the Service Provider shall:
- 17.1.6.1 comply with policies developed by TfL with regard to compliance with TfL's duties referred to in Clauses 17.1.4. - 17.1.5 as are relevant to the Contract and the Service Provider's activities;
 - 17.1.6.2 obey directions from TfL with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 17.1.4. - 17.1.5;
 - 17.1.6.3 assist, and consult and liaise with, TfL with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 17.1.4. - 17.1.5;
 - 17.1.6.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Clause 17.1.6 as if the sub-contractor were in the position of the Service Provider;
 - 17.1.6.5 provide to TfL, upon request, such evidence as TfL may require for the purposes of determining whether the Service Provider has complied with this Clause 17.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as TfL may require, and co-operate fully with TfL during the course of TfL's investigation of the Service Provider's compliance with its duties under this Clause 17.1.6; and
 - 17.1.6.6 inform TfL forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.
- 17.1.7 without prejudice to any other provision of this Clause 17.1 or the Schedules, where TfL is TfL, comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 17.1.7, "**Traffic Manager**" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;
- 17.1.8 shall promptly notify the Service Provider's Personnel and TfL of any health and safety hazards that exist or may arise in connection with the performance of the Services;

17.1.8.1 without limiting the generality of Clause 17.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it; and

17.1.8.2 where applicable to the Service Provider and without limiting the generality of Clause 17.1.2, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 17.1 shall be borne by the Service Provider.

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

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

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

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

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

17.3 Emergency Preparedness Plan

17.3.1 For the duration of this Contract, the Service Provider shall comply with the Agreed Emergency Preparedness Plan and shall procure that each of its direct subcontractors:

17.3.1.1 adopts and implements; and

17.3.1.2 in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors uses reasonable endeavours to procure that those indirect subcontractors adopt and implement,

an Emergency Preparedness Plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as that agreed with TfL and set out in the Agreed Emergency Preparedness Plan.

Work Related Road Risk

17.4 For the purposes of Clauses 17.4 to 17.13 (inclusive) of this Contract, the following expressions shall have the following meanings:

“Alternative Scheme” has the meaning given to it in Clause 17.5.1;

“Approved Progressive Driver Training” an ongoing programme of Drivers’ training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment (including on-road experience from a cyclist’s perspective), which is required to be completed at least once every 5 years;

“Car-derived Van” a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;

“Category N2 HGV” a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;

“Category N3 HGV” a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;

“CLOCS Standard” the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites; further information can be found at: www.clocs.org.uk;

“Collision Report” a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;

“Delivery and Servicing Vehicle” a HGV, a Van or a Car-derived Van;

“Driver” any employee of the Service Provider (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;

“DVLA” Driver and Vehicle Licensing Agency;

“Direct Vision Standard” or **“DVS”** Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk;

“FORS” the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;

“FORS Standard” the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk;

“Gold Accreditation” the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk;

“HGV” a vehicle with a MAM exceeding 3,500 kilograms;

“MAM” the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;

“Silver Accreditation” the minimum level of accreditation within the FORS Standard acceptable for the contract schedule, the requirements of which are more particularly described at: www.fors-online.org.uk;

“Van” a vehicle with a MAM not exceeding 3,500 kilograms; and

“WRRR Self-Certification Report” has the meaning given to it in Clause 17.11.

Fleet Operator Recognition Scheme Accreditation

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

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

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

Safety Features on HGVs

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

Construction Logistics and Community Safety (CLOCS)

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

- 17.7.1 the Service Provider shall comply with the CLOCS Standard; and
- 17.7.2 the Service Provider shall ensure that the conditions at all sites and locations where:
 - 17.7.2.1 the Services are being delivered; or
 - 17.7.2.2 in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,

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

Direct Vision Standard (DVS)

- 17.8 Where applicable, for contracts exceeding a value of £1m where the duration will exceed 12 months and a significant amount of the work will be conducted within the GLA boundaries:
 - 17.8.1 the Service Provider shall comply with the DVS Schedule attached to this Contract; and
 - 17.8.2 the Service Provider shall ensure that:
 - 17.8.2.1 from and including 26 October 2019, all Category N3 HGVs used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating; and
 - 17.8.2.2 from and including 26 October 2023, all Category N3 HGVs used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating.

Driver Training

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

Collision Reporting

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

Self-Certification of Compliance

- 17.11 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Contract Commencement Date, the

Service Provider shall provide a written report to the Authority detailing its compliance with Clauses 17.5, 17.6, 17.7, 17.8, 17.9 and 17.10 (as applicable) of this Contract (the “**WRRR Self-Certification Report**”). The Service Provider shall provide updates of the WRRR Self-Certification Report to the Authority on each six month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Service Provider Regarding Sub-contractors

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

17.12.1 Clauses 17.5, 17.9, 17.10, 17.11; and

17.12.2 for Category N2 HGVs – Clause 17.6; and

17.12.3 for Category N3 HGVs – Clauses 17.6, and, where applicable 17.7, 17.8,

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

Failure to Comply

17.13 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with Clauses 17.5, 17.6 (where applicable), 17.7 (where applicable), 17.8 (where applicable), 17.9, 17.10, 17.11 and 17.12;

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

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

18. Health & Safety

18.1 The Service Provider shall at all times comply with:

18.1.1 all applicable Health and Safety Legislation;

18.1.2 all decisions, requirements, regulations, orders, instructions, directions or rules relating to health and safety applicable to the provision of the Services.

18.2 The Service Provider shall be responsible for the observance by itself, the Service Provider’s Personnel and any of its sub-contractors of all current and relevant health and safety precautions necessary for the protection of itself, the Service Provider’s Personnel, any of its sub-contractors and any other persons

affected by the performance of the Services including all precautions required to be taken by or under or in connection with any Health and Safety Legislation.

- 18.3 The Service Provider undertakes to carry out formal risk assessments from time to time of all aspects of the Services in accordance with the requirements of all applicable Health and Safety Legislation and to carry out all testing, examination and other work necessary to minimise and, so far as reasonably practicable, eliminate all risk to health or safety resulting from the performance of the Services or the use of any equipment or materials or other things in connection with the Services.
- 18.4 The Service Provider will strictly comply with, and will procure that the Service Provider's Personnel strictly comply with, such induction training procedures and safety training procedures as are required by Health and Safety Legislation and as TfL may require from time to time.
- 18.5 In the event that a serious health or safety risk has arisen or is likely to arise in the provision of the Services, the Service Provider will notify TfL promptly in writing and will provide TfL with adequate information relating to such risk including any steps and safeguards which the Service Provider proposes to take and observe in order to ensure that the Services are performed safely. The Service Provider shall promptly take such steps and adopt such safeguards.

19. Corrupt Gifts and Payment of Commission

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

20. Equipment

20.1 Risk in:

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

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

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

21. Quality and Best Value

- 21.1 The Service Provider acknowledges that TfL is a best value authority for the purposes of the Local Government Act 1999 and as such TfL is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Service Provider shall, where reasonably requested by TfL, participate in any relevant best value review.
- 21.2 Where the GLA is TfL then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

22. Records, Audit and Inspection

- 22.1 The Service Provider shall, and shall procure that its sub-contractors shall:
- 22.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract ("**Records**"); and
- 22.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in section 1(1) of the Data Protection Act 1998) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").
- 22.2 TfL and any person nominated by TfL has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what TfL considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 17.1) and the Service Provider shall give all reasonable assistance to TfL or its nominee in conducting such inspection, including making available documents and staff for interview.

23. Set-Off

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by TfL arising out of or attributable to this Contract or any other contract between TfL and the Service Provider may be deducted by TfL from monies due or which may become due to the Service Provider under this Contract or under any other contract with any member of the Authority Group may recover such amount as a debt.

24. Liability and Indemnity

- 24.1 Nothing in this Contract shall limit or exclude either party's liability in respect of death or personal injury caused by the negligence of such party or in respect of fraudulent misrepresentation by either party.
- 24.2 Nothing in this Contract shall exclude or limit the Supplier's liability:
- 24.2.1 for any breach of Clause 30.1 or Schedule 7 (Information Compliance);
 - 24.2.2 for any breach of Clause 12 (Transfer of Employees to the Service Provider);
 - 24.2.3 for the indemnity given by it under Clause 24.5.3 (indemnity for infringement of third party Intellectual property Rights); or
 - 24.2.4 for any breach of Clause 32 (Confidentiality and Announcements).
- 24.3 Subject to Clause 24.1, TfL's liability under this Contract shall in no event exceed £1,000,000 (one million pounds) in aggregate per annum.
- 24.4 Subject to Clause 24.1 and Clause 24.2, the Service Provider's liability to TfL under this Contract shall in no event exceed £2,000,000 (two million pounds) per claim arising pursuant to this Contract.
- 24.5 Subject to Clause 24.4 and Clause 24.6, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of TfL and all other members of the Authority Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of:
- 24.5.1 any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider's Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of applicable law statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors);
 - 24.5.2 the Service Provider having undertaken any Enforcement Action (including without limitation any Removal, Disposal or other immobilisation of any Goods or vehicle belonging to a Customer) in respect of a Warrant for which an Out of Time Statutory Declaration is accepted;
 - 24.5.3 any claim brought against TfL for infringement of any third party Intellectual Property rights due to the performance of the Services or the provision of any of the Deliverables by the Service Provider
- 24.6 The Service Provider is not responsible for and shall not indemnify TfL for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by TfL or any other

member of the Authority Group including by any of their respective employees, agents or sub-contractors.

25. Security and Guarantees

- 25.1 As a condition precedent to the Contract, the Service Provider shall (to the extent that it has not already done so) provide at its expense a parent company guarantee (from such Holding Company as TfL may require unless otherwise agreed with TfL) in the form set out in Schedule 19 (Form of Parent Company Guarantee) and, if requested by TfL, a legal opinion as to its enforceability in the form set out in Schedule 20 (Form of Legal Opinion for Use with Guarantee).
- 25.2 TfL shall not be obliged to make any payment to the Service Provider under the Contract whether for the Commission Payments due or otherwise unless and until the parent company guarantee (and legal opinion if applicable) have been provided in a form satisfactory to TfL.
- 25.3 The Service Provider shall be regarded as being in material breach of the Contract which is incapable of remedy in the event that any parent company guarantee (as the case may be) is or becomes invalid or otherwise unenforceable.
- 25.4 The Service Provider shall give notice to TfL within 10 Business Days where there is any change in the ownership of the guarantor of the parent company guarantee where such change relates to 50% or more of the issued share capital of the guarantor. TfL shall have the right to terminate the Contract within sixty (60) calendar days of receipt of the required notice from the Service Provider, or in the event that the Service Provider fails to give the required notice, within sixty (60) calendar days of TfL becoming aware of such event, unless the Service Provider has within such period provided a parent company guarantee or other appropriate security from a replacement guarantor acceptable to TfL on terms identical to the parent company guarantee.

26. Insurance

- 26.1 The Service Provider will at its sole cost maintain:
- 26.1.1 employer's (compulsory) liability insurance in the sum of not less than £5,000,000 per incident;
- 26.1.2 public liability insurance in the sum of not less than £5,000,000 per occurrence;
- 26.1.3 professional indemnity insurance in the sum of not less than £1,000,000 in the aggregate per annum for the duration of the Contract and for a minimum of six (6) years after expiry or termination of the Contract;
- 26.1.4 crime insurance (fidelity guarantee) in the sum of not less than £1,000,000

- 26.1.5 insurance to cover the loss or damage to any item related to the Services;
 - 26.1.6 product liability insurance;
 - 26.1.7 motor insurance cover as required by law;
- together, the “**Insurances**”.
- 26.1.8 The Service Provider shall ensure that TfL’s interest is noted on each and every insurance policy or that any professional indemnity, public liability, product liability or employer’s liability insurance includes an Indemnity to Principal clause.
- 26.2 The Insurances will be maintained with a reputable insurer.
 - 26.3 The Service Provider will produce evidence to TfL on reasonable request of the insurance policies set out in Clause 26.1 and payment of all premiums due on each policy.
 - 26.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 26.1 being or becoming void, voidable or unenforceable.
 - 26.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify TfL and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to TfL.

27. TfL’s Data

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

28. Intellectual Property Rights

- 28.1 The Service Provider hereby provides TfL with a licence free of charge for the Term so as to allow TfL to lawfully access and view all data relating to the Services contained within the Enforcement Systems as required under paragraph 5.2.3 of Schedule 2 (Statement of Requirements).
- 28.2 The Service Provider shall have no right (save where expressly permitted under the Contract or with TfL’s prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of TfL.

28.3 The Service Provider shall not charge TfL any royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract.

29. IT Systems

29.1 For the purposes of this Clause 29, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Euro Compliant” that the software, electronic or magnetic media, hardware or computer system (whichever is applicable) is capable of, and will not require any replacement or changes in order to be capable of, supporting the introduction of, changeover to and operation of the Euro as a currency and in dual currency (Sterling and Euro) and will not manifest any material error nor suffer a diminution in performance or loss of functionality as a result of such introduction, changeover or operation and it shall (if applicable) be capable of processing transactions calculated in Euros separately from or in conjunction with other currencies and is capable of complying with any legislative changes relating to the Euro;

29.2 The Service Provider shall ensure that any software, electronic or magnetic media, hardware or computer system used or supplied by the Service Provider in connection with the Contract shall:

29.2.1 not have its functionality or performance affected, or be made inoperable or be more difficult to use by reason of any date related input or processing in or on any part of such software, electronic or magnetic media, hardware or computer system;

29.2.2 not cause any damage, loss or erosion to or interfere adversely or in any way with the compilation, content or structure of any data, database, software or other electronic or magnetic media, hardware or computer system used by, for or on behalf of the either or both of the Authority or any other member of the Authority Group, on which it is used or with which it interfaces or comes into contact;

29.2.3 comply with the Government’s open standards principles as documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles#open-standards-principles>;

29.2.4 be Euro Compliant; and

29.2.5 any variations, enhancements or actions undertaken by the Service Provider in respect of such software, electronic or magnetic media, hardware or computer system shall not affect the Service Provider’s compliance with this Clause 29.

30. Privacy, Data Protection and Cyber Security

30.1 The Service Provider shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of TfL, shall

only carry out such Processing for the purposes of providing the Services in accordance with Schedule 7 of this Contract (Information Compliance).

- 30.2 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.
- 30.3 The Service Provider shall at all times provide such access, facilities, information, data, documentation and assistance reasonably required by TfL, the Core Service Provider and any third party nominated by TfL in connection with the preparation and implementation of any cyber security requirements envisaged under this Contract.
- 30.4 The Service Provider shall as soon as possible, and in any event before the end of each day, update the Incident Log in respect of each Security Incident and ensure that the Incident Log is always available to TfL and is accurate, up to date and complete.
- 30.5 In the event of a Security Incident:
 - 30.5.1 the Service Provider shall immediately, and at the Service Provider's cost, correct, make good, reinstate, replace and fix all deficiencies, loss and/or damage to the Services in connection with a Security Incident, including without limitation to the Interfaces and perform any appropriate testing, to demonstrate to TfL's satisfaction that the performance of the Services is secure and meets the criteria specified in this Contract including in connection with the Service Provider implementing any Security Management Plan pursuant to Clause 30.5.2.
 - 30.5.2 the Service Provider shall immediately and at the Service Provider's cost follow the Security Incident Management Process (as agreed pursuant to Schedule 6 (Security Policy));
 - 30.5.3 the Service Provider shall promptly escalate the matter to such level of seniority within the Service Provider's Personnel as TfL may require;
- 30.6 TfL may, in the event that it is not satisfied that the Security Incident Management Process or any Security Management Plan is being fully implemented by the Service Provider, terminate this Agreement with immediate effect by giving notice to the Service Provider.
- 30.7 The Service Provider agrees that:
 - 30.7.1 any breach of Clause 30.5 or 30.6 shall be deemed to be a material breach of this Agreement by the Service Provider; and
 - 30.7.2 notwithstanding Clause 30.5.1, a breach or failure of security in connection with the Services shall be at the sole risk of, and sole cost to, the Service Provider.

30.8 If any data is inaccurate, corrupted, lost or sufficiently degraded as to be unusable as a result of the Service Provider's failure to comply with the provisions of Clauses 30.5 and 30.6 or any other act or omission of the Service Provider, the Service Provider shall at its own cost carry out (or procure the carrying out of) such remedial action to restore such data or information.

31. Payment Card Industry Data Security Standard

31.1 For the purposes of this Clause 31, unless the context indicates otherwise, the following expressions shall have the following meanings:

"PCI DSS" has the meaning given to it in Clause 31.2;

"QSA" has the meaning given to it in Clause 31.2.1;

31.2 If the Service Provider Processes payment card data under the Contract, it shall ensure that it is and that its internal processes and procedures, information technology systems and any equipment that it provides or is provided on its behalf pursuant to this Contract are compliant with the Payment Card Industry Data Security Standard as updated from time to time ("PCI DSS"). In addition the Service Provider shall:

31.2.1 at least once every 12 months appoint a PCI DSS Qualified Security Assessor ("QSA") to validate that the Service Provider is compliant with (including as set out above) PCI DSS when providing the Services;

31.2.2 without prejudice to any other audit and inspection rights that the Authority has under this Contract, provide TfL with copies of any reports and other documents provided by or to the QSA in respect of each such validation; and

31.2.3 where the QSA recommends that certain steps should be taken by the Service Provider, promptly take those steps and demonstrate to TfL that those steps have been taken without charge to the TfL.

32. Confidentiality and Announcements

32.1 Subject to Clause 33, the Service Provider will keep confidential:

32.1.1 the terms of this Contract; and

32.1.2 any and all Confidential Information that it may acquire in relation to TfL.

32.2 The Service Provider will not use TfL's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 32.1.

32.3 The obligations on the Service Provider set out in Clause 32.1 will not apply to any Confidential Information:

- 32.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 32);
 - 32.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
 - 32.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 32.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 32.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to TfL or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by TfL. TfL shall have the right to approve any announcement before it is made.
- 32.6 The provisions of this Clause 32 will survive any termination of this Contract for a period of 6 years from termination.

33. Freedom of Information and Transparency

33.1 For the purposes of this Clause 33:

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

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

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

33.2 The Service Provider acknowledges that TfL:

33.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with TfL to enable TfL to comply with its obligations under the FOI Legislation; and

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

- 33.3 Without prejudice to the generality of Clause 33.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:
- 33.3.1 transfer to the Contract Manager (or such other person as may be notified by TfL to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and
 - 33.3.2 in relation to Information held by the Service Provider on behalf of TfL, provide TfL with details about and copies of all such Information that TfL requests and such details and copies shall be provided within five (5) Business Days of a request from TfL (or such other period as TfL may reasonably specify), and in such forms as TfL may reasonably specify.
- 33.4 TfL shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.
- 33.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by TfL.
- 33.6 The Service Provider acknowledges that TfL is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 32.1 and Clause 33, the Service Provider hereby gives its consent for TfL to publish the Contract Information to the general public.
- 33.7 TfL may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion TfL may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 33.8 TfL may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 33.6. TfL shall make the final decision regarding both publication and redaction of the Contract Information.

34. Supplier Diversity

34.1 Compliance

- 34.1.1 Without limiting the generality of any other provision of this Contract, the Service Provider:
 - 34.1.1.1 shall not unlawfully discriminate,
 - 34.1.1.2 shall procure that the Service Provider's Personnel do not unlawfully discriminate, and

34.1.1.3 shall use reasonable endeavours to procure that its direct and indirect subcontractors do not unlawfully discriminate in relation to the Services,

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

34.1.2 The Service Provider acknowledges that TfL as a public authority is subject to a statutory duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a “**Relevant Protected Characteristic**”) (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with TfL where possible in satisfying this duty.

34.1.3 Where possible, the Service Provider shall provide the Services in such a manner as to:

34.1.3.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

34.1.3.2 eliminate unlawful discrimination; and

34.1.3.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation.

34.1.4 TfL’s Harassment, Bullying and Discrimination Policy (“**Discrimination Policy**”) as up-dated from time to time (copies of which are available on request from TfL) requires TfL Personnel and those of its direct and indirect subcontractors to comply fully with the Discrimination Policy to eradicate harassment in the workplace. The Service Provider shall:

34.1.4.1 ensure that the Service Provider's Personnel, and those of its direct and indirect subcontractors who are engaged in the performance of the Contract are fully conversant with the requirements of the Discrimination Policy;

34.1.4.2 fully investigate allegations of workplace harassment in accordance with the Discrimination Policy; and

34.1.4.3 ensure that appropriate, effective action is taken where harassment is found to have occurred.

34.2 Strategic Equality & Diversity Plan

34.2.1 For the duration of this Contract, the Service Provider shall comply with the Agreed Strategic Equality & Diversity Plan and shall procure that each of its direct subcontractors:

34.2.1.1 adopts and implements; and

34.2.1.2 in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors uses reasonable endeavours to procure that those indirect subcontractors adopt and implement,

a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as that agreed with TfL and set out in the Agreed Strategic Equality & Diversity Plan.

For the purposes of this Contract the expression "**Agreed Strategic Equality & Diversity Plan**" means the strategic equality & diversity plan as negotiated and agreed and attached to the Contract as a Schedule headed "Agreed Strategic Equality & Diversity Plan".

34.2.2 Where a subcontractor has, pursuant to Clause 34.2.1 or otherwise, adopted a Strategic Equality & Diversity Plan, the Service Provider shall procure that each of its direct subcontractors:

34.2.2.1 provides; and

34.2.2.2 in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors, use reasonable endeavours to procure that those indirect subcontractors provide,

a copy of its Strategic Equality & Diversity Plan (and any amendments thereto) to TfL or its nominee as soon as reasonably practicable.

34.3 Diversity Training

34.3.1 For the duration of this Contract, the Service Provider shall comply with the Agreed Training Plan in relation to all of its employees engaged in the performance of the Contract. For the purposes of this Contract the expression "**Agreed Training Plan**" means the diversity training plan set out as agreed and attached to the Contract as a Schedule headed "Agreed Training Plan". The Service Provider shall procure that each of its direct subcontractors:

34.3.1.1 adopts and implements; and

34.3.1.2 in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors uses reasonable endeavours to procure that those indirect subcontractors adopt and implement,

a diversity training plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as the Agreed Training Plan.

34.3.2 Where a subcontractor has, pursuant to Clause 34.3 or otherwise, adopted a diversity training plan, the Service Provider shall procure that each of its direct subcontractors:

34.3.2.1 provides; and

34.3.2.2 in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors, use reasonable endeavours to procure that those indirect subcontractors provide,

a copy of its diversity training plan (and any amendments thereto) to TfL or its nominee as soon as reasonably practicable.

34.4 Supplier Diversity

34.4.1 For the duration of this Contract the Service Provider shall at all times comply with the Agreed Supplier Diversity Plan. For the purposes of this Contract the expression "**Agreed Supplier Diversity Plan**" means the supplier diversity plan set out as agreed and attached to the Contract as a Schedule headed "Agreed Supplier Diversity Plan". The Service Provider shall procure that each of its direct subcontractors:

34.4.1.1 adopts and implements; and

34.4.1.2 in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors uses reasonable endeavours to procure that those indirect subcontractors adopt and implement,

a supplier diversity plan in relation to the performance of this Contract which is as least as extensive as the Agreed Supplier Diversity Plan.

34.4.2 Where a subcontractor has, pursuant to Clause 34.4 or otherwise, adopted a supplier diversity plan, the Service Provider shall procure that each of its direct subcontractors:

34.4.2.1 provides; and

34.4.2.2 in respect of other tiers of subcontractors beneath the Service Provider's direct subcontractors, use reasonable endeavours to procure that those indirect subcontractors provide;

a copy of its supplier diversity plan (and any amendments thereto) to TfL or its nominee as soon as reasonably practicable.

34.5 Communications Plan

34.5.1 For the duration of this Contract and in all dealings with the Local Community, the Service Provider shall comply with the Agreed Communications Plan. For the purposes of this Contract the expression "**Agreed Communications Plan**" means the communications plan agreed and attached to the Contract as a Schedule headed "Agreed Communication Plan" and the expression "**Local Community**" means those areas of London affected by the Works from time to time.

34.6 Monitoring and Reporting

34.6.1 Subject to Clause 34.6.2, the Service Provider shall use reasonable endeavours to provide TfL on the date of this Contract and subsequently every 12 months from the date or such other frequency as TfL may reasonably request of this Contract with the following information:

An annual report on performance and compliance with the equality and diversity provisions as set out in clauses 34.2 to 34.5. The annual report should set out:

34.6.1.1 the performance of the Service Provider over the past 12 months in relation to the Agreed Strategic Equality and Diversity Plan, the Agreed Training Plan, the Agreed Supplier Diversity Plan and the Agreed Communications Plan and/or the action plan submitted for the previous 12 months in accordance with Clause 34.6.1.2.6;

34.6.1.2 the proportion of its employees engaged in the performance of the Contract and, to the extent reasonably possible, the employees of its direct or indirect subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of the Contract who are:

34.6.1.2.1 female;

34.6.1.2.2 of non-white British origin or who classify themselves as being non-white British;

34.6.1.2.3 from the Local Community;

34.6.1.2.4 disabled;

34.6.1.2.5 the proportion of its direct or indirect subcontractors that are SMEs and/or BAMEs and/or other suppliers from other under-represented or protected groups; and

34.6.1.2.6 a plan of action for the forthcoming 12 months showing what the Service Provider plans to do to continue delivery of the equality & supplier diversity objectives.

For the purposes of this Clause, the meaning of “SME” and “BAME” is as set out in Schedule 12 (TfL: Supplier Diversity Definitions).

34.6.2 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 (as may be amended) in the collection and reporting of the information to TfL pursuant to Clause 34.6.1. The Service Provider shall not include information identifying an individual in any report and shall instead provide such information in aggregate form (including both direct references to individuals and also information which, when used alongside other information, may allow someone to be identified).

34.7 Equality and Diversity Infractions

34.7.1 If the Service Provider or any of its direct subcontractors commits a Equality & Diversity Infraction, TfL shall be entitled (but not obliged) to act as follows:

34.7.1.1 if a Equality & Diversity Infraction is committed by the Service Provider then TfL may serve written notice upon the Service Provider identifying in reasonable detail the nature of the Equality & Diversity Infraction, and the Service Provider shall cease committing and remedy, at its own cost, the Equality & Diversity Infraction, within 30 days of receipt of such notice (or such longer period as may be specified in the notice); or

34.7.1.2 if the Equality & Diversity Infraction is committed by a direct subcontractor of the Service Provider, TfL may serve written notice upon the Service Provider identifying in reasonable detail the nature of the Equality & Diversity Infraction, and the Service Provider shall procure that the direct subcontractor ceases committing and remedies, at its own cost, the Equality & Diversity Infraction within 30 days of receipt by the Service Provider of such notice (or such longer period as may be specified in the notice). If the Service Provider fails to procure the remedy of the Equality & Diversity Infraction, TfL may serve a further written notice upon the Service Provider and within 30 days of receipt of such further notice (or such longer period as may be specified in the notice), the Service Provider shall terminate, at its own cost, the relevant contract with its direct subcontractor and procure performance of the affected works or services by another person which also complies with the obligations specified in clauses 34.2 to 34.5 of this Contract.

- 34.7.2 It shall be a fundamental term and condition of the Contract that the Service Provider complies with its obligations under clauses 34.7.1.1 to 34.7.1.2. Where, following receipt of a notice given pursuant to Clause 34.7.1.1 or 34.7.1.2 the Service Provider fails to remedy an Equality & Diversity Infraction to the satisfaction of TfL or in the case of Clause 34.7.1.2 fails to terminate the contract with a defaulting subcontractor and procure performance by another person on the terms specified in Clause 34.7.1.2 the Service Provider will be in breach of the Contract and TfL shall be entitled (but not obliged) to terminate the Contract, without further notice to the Service Provider, in accordance with the termination clause in this Contract.
- 34.7.3 For the purposes of this Clause 34.7 "**Equality & Diversity Infraction**" means any breach by the Service Provider of its obligations specified in clauses 34.2 to 34.5 of this Contract and/or any failure by a direct subcontractor to adopt and implement a strategic equality and diversity plan, a diversity training plan and/or a supplier diversity plan as described in clauses 34.2 to 34.5 of this Contract.

34.8 Equality and Diversity Audit

- 34.8.1 TfL or its nominee may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with clauses 34.2 to 34.5.
- 34.8.2 TfL's rights pursuant to this Clause shall include any and all documents and records of the Service Provider and its direct contractors and, where applicable, subject to the provisions of clauses 34.2 to 34.5 indirect subcontractors and shall include the Minimum Records.
- 34.8.3 The Service Provider shall, maintain and retain the Minimum Records for a minimum of six years from the termination or expiry of the Contract with respect to all matters in respect of the performance of and compliance with clauses 34.2 to 34.5. The Service Provider shall procure that each of its direct and, where applicable subject to the provisions of clauses 34.2 to 34.4, indirect subcontractors shall, maintain and retain the Minimum Records for a minimum of six years from the termination or expiry of the Contract with respect to all matters in respect of the performance of and compliance with clauses 34.2 to 34.4. The Service Provider shall procure that each subcontract between it and its direct subcontractors and, where applicable, subject to the provisions of clauses 34.2 to 34.4 each subcontract between its direct subcontractor and any indirect subcontractor of the Service Provider shall contain rights of audit in favour of and enforceable by TfL substantially equivalent to those granted by the Service Provider pursuant to Clause 34.8.
- 34.8.4 TfL shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits

so as to ensure that the Service Provider and each direct subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Contract and/or relevant subcontract (as the case may be).

34.8.5 The Service Provider shall promptly provide, and procure that its direct subcontractors and, where applicable subject to the provisions of clauses 34.2 to 34.4 indirect subcontractors promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:

34.8.5.1 granting or procuring the grant of access to any premises used in the Service Provider's performance of the Contract or in the relevant subcontractor's performance of its subcontract, whether the Service Provider's own premises or otherwise;

34.8.5.2 granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's or the relevant subcontractor's obligations specified in clauses 34.2 to 34.4 wherever situated and whether the Service Provider's own equipment or otherwise; and

34.8.5.3 complying with TfL's reasonable requests for access to senior personnel engaged in the Service Provider's performance of the Contract or the relevant subcontractor's performance of its subcontract.

34.8.5.4 For the purposes of this Clause 34.8 the expression "**Minimum Records**" means all information relating to the Service Provider's performance of and compliance with clauses 34.2 to 34.5 and the adoption and implementation of a strategic equality and diversity plan, an equality & diversity training plan and a supplier diversity plan by each direct and, where applicable, subject to the provisions of clauses 34.2 to 34.4 indirect subcontractor of the Service Provider.

35. Strategic Labour Needs and Training Requirements

35.1 Without prejudice to the other provisions in this Contract relating to the Service Provider's Personnel, this Clause 35 sets out the Service Provider's obligations in respect of:

35.1.1 supporting the Authority Group (and third parties nominated by the Authority Group) in the implementation of the Skills and Employment Strategy; and

35.1.2 ensuring that the Service Provider attracts, develops and retains the Service Provider's Personnel with the skills necessary to deliver the Services throughout the Term.

35.2 In this Clause 35, the following terms shall have the corresponding meanings:

"Agreed SLNT Plan" means the Service Provider's strategic labour needs and training plan set out at Schedule 15 (Initial/Agreed SLNT Plan) to this Contract, to be prepared in accordance with the SLNT Plan Template and approved by TfL;

"Apprentice" means a member of the Service Provider's Personnel who is registered as an apprentice or technician with an industry recognised body;

"SLNT Implementation Plan" means the plan set out at Schedule 16 (SLNT Implementation Plan), submitted by the Service Provider in accordance with Clause 35.4.3;

"Initial SLNT Plan" means the initial strategic labour needs and training plan set out at Schedule 15 (Initial/Agreed SLNT Plan), submitted by the Service Provider prior to the Contract Commencement Date and to be agreed between the Parties in accordance with Clauses 35.4 to 35.8;

"Quarterly SLNT Monitoring Report" means the report to be prepared by the Service Provider in the form set out at Schedule 17 (Quarterly SLNT Monitoring Report Template) to this Clause 35 and submitted to the Authority in accordance with Clause 35.11;

"Skills and Employment Strategy" means the Authority Group's ten (10) year skills and employment strategy, as amended from time to time. A copy of the current Skills and Employment Strategy is provided at Schedule 13 (Skills and Employment Strategy) to this Clause 35;

"SLNT Co-ordinator" has the meaning set out in Clause 35.9;

"SLNT Infraction" means any breach by the Service Provider of any of its obligations under this Clause 35;

"SLNT Output" means the minimum number of Apprentice positions or equivalent to be delivered by the Service Provider (either directly through its own personnel and the personnel of its sub-contractors) under this Contract, as identified and agreed in the Agreed SLNT Plan; and

"SLNT Plan Template" means the template for the SLNT Plan set out at Schedule 14 (SLNT Plan Template) to this Contract, to be completed by the Service Provider.

Ethical Sourcing

35.3 The Service Provider shall comply with and ensure that its practices and policies adhere to the principles set out in Schedule 18 (Ethical Sourcing: The ETI Base Code).

Agreed SLNT Plan

- 35.4 Based on the Initial SLNT Plan, the Service Provider shall:
- 35.4.1 further develop the Initial SLNT Plan to reflect the comments and requirements of TfL;
 - 35.4.2 submit a revised copy of the Initial SLNT Plan to TfL for approval within twenty (20) Business Days of the Contract Commencement Date; and
 - 35.4.3 provide an SLNT Implementation Plan as contained in Schedule 16 to this Contract based on the revised copy of the Initial SLNT Plan within forty (40) Business Days of the Contract Commencement Date.
- 35.5 If the Initial SLNT Plan is:
- 35.5.1 approved, it shall be adopted immediately and become the Agreed SLNT Plan; or
 - 35.5.2 not approved, the Service Provider shall amend the Initial SLNT Plan and re-submit it to TfL for approval within the time period agreed in writing between the Parties. If TfL does not approve the Initial SLNT Plan following its resubmission, the matters preventing such approval shall be resolved in accordance with the dispute resolution procedure.
- 35.6 Without limiting any other provision of this Contract, the Service Provider shall:
- 35.6.1 comply with provisions of the Agreed SLNT Plan; and
 - 35.6.2 at no additional cost to TfL and subject to the provisions of Clause 35.7 below, review and amend the Agreed SLNT Plan and Implementation Plan:
 - 35.6.2.1 [three (3) months] prior to the Service Commencement Date; and
 - 35.6.2.2 every twelve (12) months following the Service Commencement Date or at other times requested by TfL, to reflect:
 - 35.6.2.2.1 Good Industry Practice;
 - 35.6.2.2.2 any changes to the nature of the Services or Authority Assets; and
 - 35.6.2.2.3 any amendments proposed by TfL.
- 35.7 Any changes or amendments to the Agreed SLNT Plan shall be subject to the contract variation procedure and shall not be implemented until approved in writing by TfL.

35.8 In order to facilitate the efficient implementation of the Service Provider's SLNT requirements as contained in the Agreed SLNT Plan, TfL will also require the Service Provider to prepare an SLNT Implementation Plan as contained in Schedule 16 (SLNT Implementation Plan) to this Contract. The Service Provider shall complete the SLNT Implementation Plan prior to the Contract Commencement Date.

SLNT Co-ordinator

35.9 Within twenty (20) Business Days of the Contract Commencement Date, the Service Provider shall nominate a member of the Service Provider's Personnel with the necessary skills and authority to:

35.9.1 be responsible for the implementation and on-going development and maintenance of the Agreed SLNT Plan; and

35.9.2 act as the single point of contact for personnel of TfL on all matters concerning the Agreed SLNT Plan,

(the "SLNT Co-ordinator").

35.10 The Parties shall add the SLNT Co-ordinator to the list of Key Personnel set out in Schedule 1.

Monitoring and Reporting

35.11 Subject to Clause 35.14 below, the Service Provider shall provide TfL with a Quarterly SLNT Monitoring Report within ten (10) Business Days of the quarter end date. This will detail the Service Provider's performance against the Agreed SLNT Plan.

35.12 Failure to provide TfL with a copy of the Quarterly SLNT Monitoring Report within the timescales set out in Clause 35.11 above shall constitute a material breach of this Contract.

35.13 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 (as may be amended) in the:

35.13.1 development and maintenance of training plans; and

35.13.2 collection and reporting of the information to TfL pursuant to Clause 35.11 above.

SLNT Infractions

35.14 Failure to:

35.14.1 ensure that each SLNT Output for the monitoring period is delivered in accordance with Agreed SLNT Plan; and/or

35.14.2 review the Agreed SLNT Plan in accordance with Clause 35.6,