



Contract Reference Number: GLA 81540
Contract Title: Harlesden Canalside
Date: 28 April 2020

Contract for Services

between

**Old Oak & Park Royal Development
Corporation**

and

3Space



CONTENTS

CLAUSE	HEADING	PAGE
1.	DEFINITIONS AND INTERPRETATION	4
2.	COMMENCEMENT AND DURATION	11
3.	THE SERVICES	11
4.	CHARGES	12
5.	PAYMENT PROCEDURES AND APPROVALS	13
6.	WARRANTIES AND OBLIGATIONS	14
7.	OPERATIONAL MANAGEMENT	15
8.	SERVICE PROVIDER'S PERSONNEL	16
9.	SUB-CONTRACTING AND CHANGE OF OWNERSHIP	17
10.	CONFLICT OF INTEREST	19
11.	ACCESS TO PREMISES AND ASSETS	19
12.	COMPLIANCE WITH POLICIES AND LAW	20
13.	LONDON LIVING WAGE	27
14.	CORRUPT GIFTS AND PAYMENT OF COMMISSION	29
15.	EQUIPMENT	29
16.	QUALITY AND BEST VALUE	30
17.	RECORDS, AUDIT AND INSPECTION	30
18.	SET-OFF	30
19.	INDEMNITY	31
20.	INSURANCE	31
21.	THE AUTHORITY'S DATA	32
22.	INTELLECTUAL PROPERTY RIGHTS	32
23.	PRIVACY, DATA PROTECTION AND CYBER SECURITY	33
24.	CONFIDENTIALITY AND ANNOUNCEMENTS	33
25.	FREEDOM OF INFORMATION AND TRANSPARENCY	34
26.	DISPUTE RESOLUTION	35
27.	BREACH AND TERMINATION OF CONTRACT	36
28.	CONSEQUENCES OF TERMINATION OR EXPIRY	38
29.	DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT	39
30.	SURVIVAL	41
31.	RIGHTS OF THIRD PARTIES	41
32.	CONTRACT VARIATION	41
33.	NOVATION	42
34.	NON-WAIVER OF RIGHTS	42
35.	ILLEGALITY AND SEVERABILITY	42
36.	NOTICES	42
37.	ENTIRE AGREEMENT	43
38.	COUNTERPARTS	43
39.	RELATIONSHIP OF THE PARTIES	43

40.	FURTHER ASSURANCE	43
41.	GOVERNING LAW	44
	SCHEDULE 1 - KEY CONTRACT INFORMATION	45
	SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT	48
	SCHEDULE 3 – SPECIFICATION	59
	SCHEDULE 4 – CHARGES	81
	SCHEDULE 5 - PROJECT PLAN	83
	SCHEDULE 6 - FORM FOR VARIATION	86
	SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS	88
	ATTACHMENT 1 – SERVICE PROVIDER PROPOSAL	105

THIS CONTRACT IS MADE THE 28th DAY OF APRIL 2020

BETWEEN:

- (1) **Old Oak & Park Royal Development Corporation**, a statutory corporation established by the Greater London Authority, whose principal office is 169 Union Street, London, SE1 0LL (“**the Authority**”); and
- (2) **3Space**, a company registered in England and Wales (Company Registration Number 07221470) whose registered office is at 105 Eade Road OCC, Building A, 2nd Floor Unit 11A, London N4 1TJ (“**the Service Provider**”).

RECITALS:

- A. The Authority wishes the Service Provider to provide the services as per Schedule 3 - Specification;
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

THE PARTIES AGREE THAT:

1. Definitions and Interpretation

In the Contract (including the Recitals):

- 1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

- | | |
|---------------------------|--|
| “Affected Party” | has the meaning given to it in Clause 27.3; |
| “Authority Assets” | means any assets (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the Authority Group; |
| “Authority Group” | shall mean where the Authority is:

(a) TfL, TfL in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the |

Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to TfL or any such subsidiary; and

- (b) the Greater London Authority (GLA), the GLA, TfL, the Mayor’s Office for Policing and Crime, the London Fire Commissioner, London Legacy Development Corporation and the Old Oak and Park Royal Development Corporation (**“Functional Bodies”**) each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to the GLA, any Functional Body or any such subsidiary;

“Authority Premises”	any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group;
“Business Day”	any day excluding Saturdays, Sundays or public or bank holidays in England;
“CCSL”	the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;
“Cessation Plan”	a plan agreed between the Parties or determined by the Authority pursuant to Clauses 29.1 to 29.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 29.6 to 29.10 (inclusive) to give effect to a Public Procurement Termination Event;
“Charges”	the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 27.6 or Clause 32;
“Confidential Information”	all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether

commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);

“Contract”

this contract, including the Schedules and all other documents referred to in this contract;

“Contract Commencement Date”

the date for commencement of the Contract specified in Schedule 1;

“Contract Information”

(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;

“Contract Manager”

the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;

“Data Protection Legislation”

means:

- (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;
- (b) Directive (EU) 2016/680 (the Law Enforcement Directive);
- (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;
- (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
- (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;

“Declaration of Ineffectiveness”

a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016;

“Force Majeure Event”

any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Affected Party to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

“Holding Company”

any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;

“Insolvency Event”

any of the following:

- (f) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (g) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;
- (h) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without

insolvency);

- (i) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (j) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (k) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“Key Personnel”

the Service Provider’s key personnel named in Schedule 1;

“London Living Wage”

the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk);

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;

“Milestone”

an event which is the completion of one or more of the specified activities as may be set

	out in the Project Plan;
“Parties”	the Authority and the Service Provider (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;
“Personal Data”	has the meaning given to it in the Data Protection Legislation;
“Processing”	has the meaning given to it in the Data Protection Legislation;
“Procurement Manager”	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
“Project Plan”	the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
“Public Procurement Termination Event”	has the meaning given to it in Clause 29.7;
“Public Procurement Termination Grounds”	any one or more of the grounds described either in Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016;
“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;
“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
“Service Provider’s Personnel”	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”	(a) subject to Clause 27.6 all or any part of the services to be provided to, or activities to be undertaken and

completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 32; and

(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;

- “Specification”** the specification and other requirements set out in Schedule 3;
- “Supply Chain Finance Option”** has the meaning given to it in paragraph 1 of Part B of Schedule 6;
- “Term”** the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
- “TfL”** Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
- “Transparency Commitment”** means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments;
- “VAT”** means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.
- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;

- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
 - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
 - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;
- 1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.10 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. **Commencement and Duration**

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 27.

3. **The Services**

3.1 The Service Provider:

- 3.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;
- 3.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;
- 3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and
- 3.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.

3.2 Notwithstanding anything to the contrary in the Contract, the Authority’s discretion in carrying out its statutory duties shall not be

fettered or otherwise constrained or affected by any provision of the Contract;

3.3 The Service Provider shall provide the Services:

3.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;

3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;

3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and

3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.

3.4 Where in the reasonable opinion of the Authority the Service Provider has failed to provide the Services or any part of them in accordance with the Contract, the Service Provider shall, without prejudice to any of the Authority's other rights, re-perform the Services or part thereof as requested by the Authority at no additional cost and within such period of time as reasonably specified by the Authority.

3.5 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.

3.6 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.

3.7 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.

4. **Charges**

4.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.

4.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.

4.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

5. **Payment Procedures and Approvals**

5.1 The Service Provider shall invoice the Authority in respect of the Charges:

5.1.1 where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 1; or

5.1.2 if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

and shall not make any separate charge for submitting any invoice.

5.2 The Service Provider shall submit invoices to the postal address set out in Schedule 1 or, where an electronic format for submission of invoices is set out in Schedule 1, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.

5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.

5.4 The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 5, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:

5.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;

5.4.2 not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.

The Authority shall not be entitled to treat any properly submitted invoice as disputed or incorrect solely due to its own undue delay in considering and verifying it.

5.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:

5.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or

5.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 18, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.

5.6 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.

5.7 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

6. **Warranties and Obligations**

6.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:

6.1.1 the Service Provider:

- 6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract; and
 - 6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and
 - 6.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;
- 6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;
- 6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and
- 6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

7. Operational Management

- 7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract.
- 7.2 The Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:
- 7.2.1 variations to the Contract;
 - 7.2.2 any matter concerning the terms of the Contract; and
 - 7.2.3 any financial matter (including any issues in Schedule 4),
- which shall be referred to the Procurement Manager.

7.3 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.

8. **Service Provider's Personnel**

8.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.

8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.

8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.

8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).

8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.

8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.

8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

8.8 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.

9. **Sub-Contracting and Change of Ownership**

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

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

9.2.1 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;

9.2.2 be responsible for payments to that person;

9.2.3 remain solely responsible and liable to the Authority 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;

9.2.4 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify the Authority 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 the Authority under the Contract;

9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 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);

9.2.6 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;

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

9.2.7.1 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;

9.2.7.2 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;

9.2.7.3 entitling the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract 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

9.2.7.4 a requirement that the sub-contractor includes a provision having the same effect as Clause 9.2.7.3 above in any sub-contract it awards.

9.3 The Service Provider shall give notice to the Authority within 10 Business Days where:

9.3.1 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

9.3.2 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

9.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority 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 the Authority, 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 9.3.1 – 9.3.3 above, the Authority shall have the right to terminate the Contract.

10. **Conflict of Interest**

- 10.1 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 the Authority.
- 10.2 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 the Authority 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 the Authority 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 the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 27.1.4.

11. **Access to Premises and Assets**

- 11.1 Subject to Clause 8.4 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:
- 11.1.1 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;
 - 11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;
 - 11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;
 - 11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;
 - 11.1.5 not damage the Authority Premises or any assets on Authority Premises; and

- 11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider's Personnel in the performance of the Services.
- 11.2 Nothing in this Clause 11 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.
- 11.3 The Authority 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.

12. **Compliance with Policies and Law**

- 12.1 The Service Provider, at no additional cost to the Authority:
- 12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, 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)) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority 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;
- 12.1.2 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 the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;

- 12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 12.1.4 acknowledges that the Authority 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;
- 12.1.5 where possible, shall provide the Services in such a manner as to:
 - 12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - 12.1.5.2 eliminate unlawful discrimination; and
 - 12.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation;
- 12.1.6 Where the GLA is the Authority the Service Provider shall:
 - 12.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority’s duties referred to in Clauses 12.1.4. - 12.1.5 as are relevant to the Contract and the Service Provider’s activities;
 - 12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. - 12.1.5;
 - 12.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4. - 12.1.5;
 - 12.1.6.4 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 12.1.6 as if the sub-contractor were in the position of the Service Provider;

- 12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and cooperate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and
- 12.1.6.6 inform the Authority 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.
- 12.1.7 without prejudice to any other provision of this Clause 12.1 or the Schedules, where TfL is the Authority, 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 12.1.7, "**Traffic Manager**" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;
- 12.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;
- 12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it; and
- 12.1.10 where applicable to the Service Provider and without limiting the generality of Clause 12.1.2, 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 12.1 shall be borne by the Service Provider.

- 12.2 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:
 - 12.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
 - 12.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;

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

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

Work Related Road Risk

12.3 For the purposes of Clauses 12.3 to 12.12 (inclusive) of this Contract, the following expressions shall have the following meanings:

“Alternative Scheme”	has the meaning given to it in Clause 12.4.1;
“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 12.10.

Fleet Operator Recognition Scheme Accreditation

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

12.4.1 (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

12.4.2 (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

12.5 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)

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

12.6.1 the Service Provider shall comply with the CLOCS Standard; and

12.6.2 the Service Provider shall ensure that the conditions at all sites and locations where:

12.6.2.1 the Services are being delivered; or

12.6.2.2 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)

- 12.7 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:
- 12.7.1 the Service Provider shall comply with the DVS Schedule attached to this Contract; and
 - 12.7.2 the Service Provider shall ensure that:
 - 12.7.3 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
 - 12.7.4 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

- 12.8 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

- 12.9 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

- 12.10 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 12.4, 12.5, 12.6, 12.7, 12.8 and 12.9 (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

- 12.11 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:

12.11.1 Clauses 12.4, 12.8, 12.9, 12.10; and

12.11.2 for Category N2 HGVs – Clause 12.5; and

12.11.3 for Category N3 HGVs – Clauses 12.5, and, where applicable 12.6, 12.7;

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

Failure to Comply

12.12 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with Clauses 12.4, 12.5 (where applicable), 12.6 (where applicable), 12.7 (where applicable), 12.8, 12.9, 12.10 and 12.11;

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

12.12.2 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).

13. London Living Wage

13.1 For the purposes of this Clause 13 only, “Sub-contractor” means a sub-contractor (of any tier) of the Service Provider.

13.2 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the Authority Group ensure that the London Living Wage be paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Authority’s estate in the circumstances set out in Clause 13.3.1.

13.3 Without prejudice to any other provision of this Contract, the Service Provider shall:

13.3.1 ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services:

13.3.1.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and

13.3.1.2 on the Authority’s estate including (without limitation) premises and land owned or occupied by the Authority,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

13.3.2 ensure that none of:

13.3.2.1 its employees; nor

13.3.2.2 the employees of its Sub-contractors,

engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;

13.3.3 provide to the Authority such information concerning the London Living Wage as the Authority or its nominees may reasonably require from time to time, including (without limitation):

13.3.3.1 all information necessary for the Authority to confirm that the Service Provider is complying with its obligations under Clause 13; and

13.3.3.2 reasonable evidence that Clause 13 has been implemented;

13.3.4 disseminate on behalf of the Authority to:

13.3.4.1 its employees; and

13.3.4.2 the employees of its Sub-contractors,

engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and

13.3.5 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):

13.3.5.1 allowing the CCSL to contact and meet with the Service Provider's employees and any trade unions representing the Service Provider's employees;

13.3.5.2 procuring that the Service Provider's Sub-contractors allow the CCSL to contact and meet with the Subcontractors' employees and any trade unions representing the Sub-contractors' employees,

in order to establish that the obligations in Clause 13.3.1 have been complied with.

13.4 For the avoidance of doubt the Service Provider shall:

13.4.1 implement the annual increase in the rate of the London Living Wage; and

13.4.2 procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

13.5 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its Sub-contractors.

13.6 Without limiting the Authority'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 the Authority (the "**Notice Period**"). If the Service Provider remains in breach of the provisions of this Clause 13 following the Notice Period, the Authority may by written notice to the Service Provider immediately terminate this Contract.

14. **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 the Authority, without the Authority's prior written approval.

15. **Equipment**

15.1 Risk in:

15.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and

15.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Authority) ("**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.

15.2 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.

16. **Quality and Best Value**

- 16.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority 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 the Authority, participate in any relevant best value review.
- 16.2 Where the GLA is the Authority 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.

17. **Records, Audit and Inspection**

- 17.1 The Service Provider shall, and shall procure that its sub-contractors shall:
- 17.1.1 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 (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and
- 17.1.2 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 Data Protection Legislation) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").
- 17.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority 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 12.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

18. **Set-Off**

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the

Authority and the Service Provider may be deducted by the Authority 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.

19. Indemnity

19.1 Subject to Clause 19.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority 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 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 statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

19.2 The Service Provider is not responsible for and shall not indemnify the Authority 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 the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

20. Insurance

20.1 The Service Provider will at its sole cost maintain employer’s liability and motor insurance cover as required by law and insurance cover in the sum of not less than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services (the “**Insurances**”) and will ensure that the Authority’s interest is noted on each and every policy or that any public liability, product liability or employer’s liability insurance includes an Indemnity to Principal clause:

20.1.1 public liability to cover injury and loss to third parties;

20.1.2 insurance to cover the loss or damage to any item related to the Services;

20.1.3 product liability; and

20.1.4 professional indemnity or, where professional indemnity insurance is not available, a “financial loss” extension to the public liability insurance referred to in Clause 20.1.1 or, if applicable, the product liability insurance referred to in Clause 20.1.3. Any professional indemnity insurance or “financial loss” extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.

20.2 The insurance cover will be maintained with a reputable insurer.

- 20.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 20.1 and payment of all premiums due on each policy.
- 20.4 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 20.1 being or becoming void, voidable or unenforceable.
- 20.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

21. **The Authority's Data**

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

22. **Intellectual Property Rights**

- 22.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services (the "**Products**") provided that such assignment shall not include items not prepared or developed for the purposes of this Contract.
- 22.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 22.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 22.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

23. Privacy, Data Protection and Cyber Security

23.1 The Service Provider shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with Schedule 2 of this Contract.

23.2 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

24. Confidentiality and Announcements

24.1 Subject to Clause 25, the Service Provider will keep confidential:

24.1.1 the terms of this Contract; and

24.1.2 any and all Confidential Information that it may acquire in relation to the Authority.

24.2 The Service Provider will not use the Authority'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 24.1.

24.3 The obligations on the Service Provider set out in Clause 24.1 will not apply to any Confidential Information:

24.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 24);

24.3.2 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

24.3.3 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.

24.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.

24.5 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 the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.

24.6 The provisions of this Clause 24 will survive any termination of this Contract for a period of 6 years from termination.

25. **Freedom of Information and Transparency**

25.1 For the purposes of this Clause 25:

25.1.1 **“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;

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

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

25.2 The Service Provider acknowledges that the Authority:

25.2.1 is subject to the FOI Legislation and agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

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

25.3 Without prejudice to the generality of Clause 25.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

25.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority 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

25.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.

25.4 The Authority 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.

- 25.5 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 the Authority.
- 25.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 24.1 and Clause 25, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 25.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 25.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 25.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

26. **Dispute Resolution**

- 26.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.
- 26.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 26.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.
- 26.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 26.5 Where a dispute is referred to mediation under Clause 26.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.

- 26.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 26.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 41.
- 26.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 26.
- 26.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 26 and Clause 26 shall not apply in respect of any circumstances where such remedies are sought.

27. **Breach and Termination of Contract**

- 27.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:

27.1.1 In addition and without prejudice to Clauses 27.1.2 to 27.1.6 (inclusive), the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;

27.1.2 the Service Provider is subject to an Insolvency Event;

27.1.3 in the event that there is a change of ownership referred to in Clause 9.3 or the Service Provider is in breach of Clause 9.3;

27.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;

27.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or

27.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or

27.1.7 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law.

- 27.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 27.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.
- 27.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 27.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 27.4 Without prejudice to the Authority's right to terminate the Contract under Clause 27.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 27.4 may be disapplied by notice to that effect in Schedule 1.
- 27.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 27.1, 27.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 29.
- 27.6 To the extent that the Authority has a right to terminate the Contract under this Clause 27 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate

adjustment would not be reasonable in such manner as the Authority may determine.

28. Consequences of Termination or Expiry

28.1 Notwithstanding the provisions of Clause 24, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

28.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

28.3 Upon expiry or termination of the Contract (howsoever caused):

28.3.1 the Service Provider shall, at no further cost to the Authority:

28.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and

28.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

28.3.2 the Authority shall (subject to Clauses 18, 28.1 and 28.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.

28.4 On termination of all or any part of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and (save where terminated under Clause 27.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

29. Declaration of Ineffectiveness and Public Procurement Termination Event

29.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 28 and Clauses 29.1, 29.2, 29.4 to 29.6 (inclusive) and 29.12 shall apply as from the time when the Declaration of Ineffectiveness is made.

29.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 29.1 to 29.6 inclusive.

29.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 29.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from the Authority, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

29.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and

29.3.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 29.2 to 29.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.

29.4 Where there is any conflict or discrepancy between the provisions of Clause 28 and Clauses 29.2 to 29.6 (inclusive) and 29.12 or the Cessation Plan, the provisions of these Clauses 29.2 to 29.6 (inclusive) and 29.12 and the Cessation Plan shall prevail.

29.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the Authority) in the event that a Declaration of Ineffectiveness is made.

29.6 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or

loss of opportunity as a result of the early termination of this Contract pursuant to any Declaration of Ineffectiveness.

- 29.7 Without prejudice to the Authority's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016, in the event that the Authority exercises its right to terminate pursuant to this Clause 29.7 (a "**Public Procurement Termination Event**"), the Authority shall promptly notify the Service Provider and the Parties agree that:
- 29.7.1 the provisions of Clause 28 and these Clauses 29.7 to 29.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and
- 29.7.2 if there is any conflict or discrepancy between the provisions of Clause 28 and these Clauses 29.7 to 29.12 or the Cessation Plan, the provisions of these Clauses 29.7 to 29.12 and the Cessation Plan shall prevail.
- 29.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 29.7 to 29.11 inclusive.
- 29.9 As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 29.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and
- 29.9.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,
- in accordance with the provisions of these Clauses 29.7 to 29.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.
- 29.10 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

29.11 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract as a result of Public Procurement Termination Grounds.

29.12 For the avoidance of doubt, the provisions of this Clause 29 (and applicable definitions) shall survive any termination of the Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

30. **Survival**

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 15, 17-21 (inclusive), 22.2, 23-26 (inclusive), 28, 29-32 (inclusive), 34-41 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

31. **Rights of Third Parties**

31.1 Save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**Third Party Act**"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

31.2 Notwithstanding Clause 31.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

32. **Contract Variation**

Save where the Authority may require an amendment to the Services and/or this Contract is amended pursuant to the Service Provider's exercise of any Supply Chain Finance Option, the Contract may only be varied or amended with the written agreement of both Parties. Save for any variations or amendments to reflect the Service Provider's exercise of any Supply Chain Finance Option (the mechanism for which is set out at Part B of Schedule 6) the details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Part A of Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

33. Novation

33.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).

33.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.

33.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

34. Non-Waiver of Rights

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 36. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

35. Illegality and Severability

If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

36. Notices

Any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other Party in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

if delivered by hand, at the time of delivery;

if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or

if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other Party within 24 hours after transmission.

37. **Entire Agreement**

37.1 Subject to Clause 37.2:

37.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

37.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

37.2 Nothing in this Clause 37 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

38. **Counterparts**

This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

39. **Relationship of the Parties**

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

40. **Further Assurance**

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

41. **Governing Law**

The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 26, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

THE CONTRACT has been signed for and on behalf of the Parties the day and year written above.

Signed by
for and on behalf of
the Service Provider
3Space

)
)
)
)

Signature:



Print name: HARRY OWEN-JONES

Position: CHIEF OPERATING OFFICER

Date: 27/04/2020

Signed by
for and on behalf of
the Authority (OPDC)

)
)
)

Signature:



Print name: Fiona Marsh

Position: Chief Finance Officer

Date: 28/4/20

SCHEDULE 1 - KEY CONTRACT INFORMATION

1. **Contract Reference Number: GLA 81540**

2. **Name of Service Provider: 3Space**

3. **Commencement:**

(a) **Contract Commencement Date:** 04 May 2020

(b) **Service Commencement Date:** 04 May 2020

4. **Duration/Expiry Date:**

The initial term for this Contract shall be for 18 months, expiring 31 October 2021, referring to Stages 1 and 2. Further adjustments to the initial term maybe required for these Stages due to Covid-19 and will be undertaken by way of variation if required.

The Contract may be extended further for a period of up to five (5) years, expiring 31 October 2026, referring to Stage 3. There will be no additional charges associated with any of the Contract extensions.

The Contract shall be reviewed on an annual basis on the expiration anniversary date to determine the viability of the services.

Any extensions will be at the Authority's own discretion and subject to the Service Provider's satisfactory performance and ongoing requirement.

Any extensions to this Contract shall be undertaken by way of formal variation.

5. **Payment (see Clauses 5.1, 5.2 and 5.4):**

Clause 5.1

[REDACTED]

Clause 5.2

[REDACTED]

Clause 5.4

Payment shall be made within 10 days

6. Address where invoices shall be sent:

[Redacted]

7. Details of the Authority’s Procurement Manager

Name: Tufail Ahmed
Address: [Redacted]
Email: [Redacted]

8. Authority’s Key Personnel:

Name & Position	Contact Details	Area of Responsibility
Jan Ackenhausen, Principal Urban Designer	A: 169 Union Street, London, SE1 0LL T: 020 7983 2563 E: Jan.Ackenhausen@opdc.london.gov.uk	Contract Manager, Data Controller

9. Service Provider’s Key Personnel:

Name & Position	Contact Details	Area of Responsibility
Andrew Cribb, Director	[Redacted]	Director
Harry Owen- Jones, Director	[Redacted]	Director, Data Processor

10. Notice period in accordance with Clause 26.4 (termination without cause):

30 days

11. Address for service of notices and other documents in accordance with Clause 35:

For the Authority: As stated within Section 7

For the Service Provider: As stated in Section 9
For the attention of: Andrew Cribb

12. Office facilities to be provided to the Service Provider in accordance with Clause 11.3:

13. Training to be provided by the Service Provider in accordance with Clause 8.8:

Any training required to assist in the handover of the operation of facilities to the community-led group.

[REDACTED]

[REDACTED]

[REDACTED]

- **A1 Privacy and Data Protection**

For the purposes of this Clause A1, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Authority Personal Data” Personal Data and/or Sensitive Personal Data Processed by the Service Provider or any sub-contractor on behalf of the Authority, pursuant to or in connection with this Contract;

“Data Controller” has the meaning given to it in Data Protection Legislation;

“Data Processor” has the meaning given to it in Data Protection Legislation;

“Data Protection Impact Assessment” an assessment by the Data Controller of the impact of the envisaged Processing on the protection of Personal Data;

“Data Protection Legislation” means:

(a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;

(b) Directive (EU) 2016/680 (the Law Enforcement Directive);

(c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;

(d) any statutory codes of practice issued by the Information Commissioner in relation to

such legislation; and

(e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;

“Data Subject”	has the meaning given to it in Data Protection Legislation;
“Personal Data”	has the meaning given to it in Data Protection Legislation;
“Processing”	has the meaning given to it in Data Protection Legislation and “Process” and “Processed” will be construed accordingly;
“Restricted Countries”	any country outside the European Economic Area other than the UK following withdrawal from the European Union;
“Sensitive Personal Data”	sensitive or special categories of Personal Data (as defined in Data Protection Legislation) which is Processed pursuant to or in connection with this Contract; and
“Subject Request”	a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision making including profiling.

A1.1 With respect to the Parties' rights and obligations under the Contract, the Parties acknowledge that the Authority is a Data Controller solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed, and that the Service Provider is a Data Processor.

A1.2 Details of the Authority Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:

A1.2.1 The Authority Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subject:

members of the public and businesses.

A1.2.2 The Authority Personal Data to be Processed includes the following types of Personal Data and/or Sensitive Personal Data:

names, occupation, email addresses, and telephone numbers.

A1.2.3 The Authority Personal Data is to be Processed for the following purpose(s):

engagement and consultation activities.

A1.2.5 The subject matter of the Authority Personal Data to be Processed is:

development, design, delivery and management of community workshop facilities at Harlesden Canalside.

A1.2.6 The duration of the Processing shall be:

72 Months, beginning on 1 March 2020.

A1.2.7 The nature of the Processing is:

Collection, recording, organisation, structuring, storage, and adaptation or alteration, as well as retrieval, consultation, use, and disclosure by transmission to the OPDC, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means)

A1.3 Without prejudice to the generality of Clause 23, the Service Provider shall:

A1.3.1 process the Authority Personal Data only in accordance with written instructions from the Authority to perform its obligations under the Contract;

A1.3.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

A1.3.3 notify the Authority without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by the Authority is incompatible with any obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

A1.3.4 maintain, and make available to the Authority on its request, documentation which describes the Processing operations for which it is responsible under this Contract including:

- A1.3.4.1 the purposes for which Authority Personal Data is Processed;
 - A1.3.4.2 the types of Personal Data and categories of Data Subject involved;
 - A1.3.4.3 the source(s) of the Personal Data;
 - A1.3.4.4 any recipients of the Personal Data;
 - A1.3.4.5 the location(s) of any overseas Processing of Authority Personal Data;
 - A1.3.4.6 retention periods for different types of Authority Personal Data; and
 - A1.3.4.7 where possible a general description of the security measures in place to protect Authority Personal Data;
- A1.3.5 where requested to do so by the Authority, assist the Authority in carrying out a Data Protection Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation);
- A1.3.6 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, take appropriate technical and organisational security measures which are appropriate to protect against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Authority Personal Data which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the measures);
- A1.3.7 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clauses A1.3.6 and A1.3.8, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Service Provider itself or the Authority;
- A1.3.8 notify the Authority without undue delay and in any event within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of this Clause A1, including the unauthorised or unlawful

Processing of Authority Personal Data, or its accidental loss, destruction or damage;

A1.3.9 having notified the Authority of a breach in accordance with Clause A1.3.8, keep the Authority properly and regularly informed in writing until the breach has been resolved to the satisfaction of the Authority;

A1.3.10 fully cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Contract, in relation to compliance with Data Protection Legislation or in relation to any actual or suspected breach), whether by the Authority (or any agent acting on its behalf), any relevant regulatory body, including the Information Commissioner, the police and any other statutory law enforcement agency, and shall do so both during the Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);

A1.3.11 notify the Authority within two (2) Business Days if it, or any sub-contractor, receives:

A1.3.11.1 from a Data Subject (or third party on their behalf):

A1.3.11.1.1 a Subject Request (or purported Subject Request); or

A1.3.11.1.2 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation;

A1.3.11.2 any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data; or

A1.3.11.3 a request from any third party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by law;

A1.3.12 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause A1.3.11, including by promptly providing:

- A1.3.12.1 the Authority with full details and copies of the complaint, communication or request; and
 - A1.3.12.2 where applicable, such assistance as is reasonably requested by the Authority to enable it to comply with the Subject Request within the relevant timescales set out in Data Protection Legislation;
 - A1.3.13 when notified in writing by the Authority, supply a copy of, or information about, any Authority Personal Data. The Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Business Days from the date of the request;
 - A1.3.14 when notified in writing by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data; and
 - A1.3.15 if required to do so by Data Protection Legislation, appoint a designated Data Protection Officer.
- A1.4 The Service Provider shall not share Authority Personal Data with any sub-contractor without prior written consent from the Authority. The Service Provider shall provide the Authority with such information regarding the proposed sub-contractor as the Authority may reasonably require. The Service Provider shall only share Authority Personal Data with a sub-contractor where there is a written contract in place between the Service Provider and the sub-contractor which requires the sub-contractor to:
 - A1.4.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider; and
 - A1.4.2 comply with the same obligations which the Service Provider is required to comply with under this Clause A1 (and in particular Clauses 12.1, 17.1, 17.2, 19.1, 21.2, 23 and 24).
- A1.5 The Service Provider shall, and shall procure that any sub-contractor shall:
 - A1.5.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider

and as reasonably necessary to perform the Contract in accordance with its terms;

- A1.5.2 not Process Authority Personal Data for any other purposes (in whole or part) and specifically, but without limitation, reproduce or refer to it in training materials, training courses, commercial discussions and negotiations with third parties or in relation to proposals or tenders with the Authority;
- A1.5.3 not Process Authority Personal Data in such a way as to:
 - A1.5.3.1 place the Authority in breach of Data Protection Legislation;
 - A1.5.3.2 expose the Authority to the risk of actual or potential liability to the Information Commissioner or Data Subjects;
 - A1.5.3.3 expose the Authority to reputational damage including adverse publicity;
- A1.5.4 not allow Service Provider's Personnel to access Authority Personal Data unless such access is necessary in connection with the provision of the Services;
- A1.5.5 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can access Authority Personal Data;
- A1.5.6 ensure that all Service Provider's Personnel who can access Authority Personal Data:
 - A1.5.6.1 are informed of its confidential nature;
 - A1.5.6.2 are made subject to an explicit duty of confidence;
 - A1.5.6.3 understand and comply with any relevant obligations created by either this Contract or Data Protection Legislation; and
 - A1.5.6.4 receive adequate training in relation to the use, care, protection and handling of Personal Data on an annual basis.
- A1.5.7 not disclose or transfer Authority Personal Data to any third party without the Service Provider having obtained the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Contract);

- A1.5.8 without prejudice to Clause A1.3.6, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data; and
- A1.5.9 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided by the Authority to the Service Provider from time to time.
- A1.6 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Authority Personal Data in or to any Restricted Countries without prior written consent from the Authority (which consent may be subject to additional conditions imposed by the Authority).
- A1.7 If, after the Service Commencement Date, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:
 - A1.7.1 the Service Provider shall submit a written request to the Authority setting out details of the following:
 - A1.7.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;
 - A1.7.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in;
 - A1.7.1.3 any sub-contractors or other third parties who will be Processing and/or receiving Authority Personal Data in Restricted Countries;
 - A1.7.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;
 - A1.7.2 in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;

A1.7.3 the Service Provider shall comply with any written instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:

A1.7.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Contract or a separate data processing agreement between the Parties; and

A1.7.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into a data processing agreement with the Service Provider on terms which are equivalent to those agreed between the Authority and the Service Provider in connection with the Processing of Authority Personal Data in (and/or transfer of Authority Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in A1.7.3.1.

A1.8 The Service Provider and any sub-contractor (if any), acknowledge:

A1.8.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Authority's written instructions and the Contract;

A1.8.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Contract or negligence in relation to Authority Personal Data;

A1.8.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Contract;

A1.8.4 notwithstanding Clause 27.1.1, if the Service Provider has committed a material breach under Clause A1.8.3 on two or more separate occasions, the Authority may at its option:

A1.8.4.1 exercise its step in rights pursuant to Clause A16;

- A1.8.4.1 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
 - A1.8.4.2 terminate the Contract in whole or part with immediate written notice to the Service Provider.
- A1.9 Compliance by the Service Provider with this Clause A1 shall be without additional charge to the Authority.
- A1.10 The Service Provider shall remain fully liable for all acts or omissions of any sub-contractor.
- A1.11 Following termination or expiry of this Contract, howsoever arising, the Service Provider:
 - A1.11.1 may Process the Authority Personal Data only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under law and will then comply with Clause A1.11.3;
 - A1.11.2 where Clause A1.11.1 does not apply, may Process the Authority Personal Data only for such duration as agreed in Clause A1.2.6 above and following this will then comply with Clauses A1.11.3 and A1.11.4;
 - A1.11.3 subject to Clause A1.11.1, shall on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data; or
 - A.1.11.4 in the absence of instructions from the Authority after 12 months from the expiry or termination of the Contract securely destroy the Authority Personal Data.
- A1.12 Authority Personal Data may not be Processed following termination or expiry of the Contract save as permitted by Clause A1.11.
- A1.13 For the avoidance of doubt, and without prejudice to Clause A1.11, the obligations in this Clause A1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.
- A1.14 The indemnity in Clause 19 shall apply to any breach of Clause A1 and shall survive termination or expiry of the Contract.
- A1.15 The Parties' liability in respect of any breach of Clause 23.1 and this Clause A1 insofar as they relate to fines, court awards, settlements and legal costs shall be unlimited.

SCHEDULE 3 – SPECIFICATION



Appendix A1

The Specification

Reference: GLA 81540
Project Title: Harlesden Canalside
Date: 05 February 2020
Version: rev2 (updated for Stage Two)

Transport for London
14 Pier Walk
London SE10 0ES

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TABLE OF CONTENTS

0. ORGANISATIONAL OVERVIEW	3
0.1 Transport for London (TfL)	3
0.2 Old Oak & Park Royal Development Corporation (OPDC)	3
1. INTRODUCTION.....	4
1.1 Background	4
1.2 Objectives.....	8
2. SCOPE.....	12
2.1 General Requirement.....	12
2.2 Detailed Requirements	12
3. DELIVERABLES / MILESTONES.....	17
4. OTHER REQUIREMENTS	19
5. SERVICE LEVEL AGREEMENTS (SLAS)/KEY PERFORMANCE INDICATORS (KPIS)	20
6. PROJECT PLAN/TIMESCALES.....	21
7. ATTACHMENTS.....	22
A. OPDC Canal Placemaking Study	22
B. Park Royal Young Planners draft brief	22
C. Draft Design brief	22
D. Draft In Principle Heads of Terms for an Agreement for Lease.....	22
E. Privacy and Data Protection	22
F. EDI Bidder Instructions.....	22

0. ORGANISATIONAL OVERVIEW

0.1 Transport for London (TfL)

TfL was created in 2000 as the integrated body responsible for London's transport system. TfL is a functional body of the Greater London Authority. Its primary role is to implement the Mayor of London's Transport Strategy and manage transport services to, from and within London.

TfL manages London's buses, the Tube network, Docklands Light Railway, Overground and Trams. TfL also runs Santander Cycles, London River Services, Victoria Coach Station, the Emirates Air Line and London Transport Museum. As well as controlling a 580km network of main roads and the city's 6,000 traffic lights, TfL also regulates London's taxis and private hire vehicles and the Congestion Charge scheme.

Further background on what TfL does can be found on the TfL website here:

<https://tfl.gov.uk/corporate/about-tfl/what-we-do>

0.2 Old Oak & Park Royal Development Corporation (OPDC)

In 2015, the Mayor established a new Mayoral Development Corporation referred to as Old Oak and Park Royal Development Corporation (OPDC) to lead regeneration of the Old Oak and Park Royal Opportunity Area.

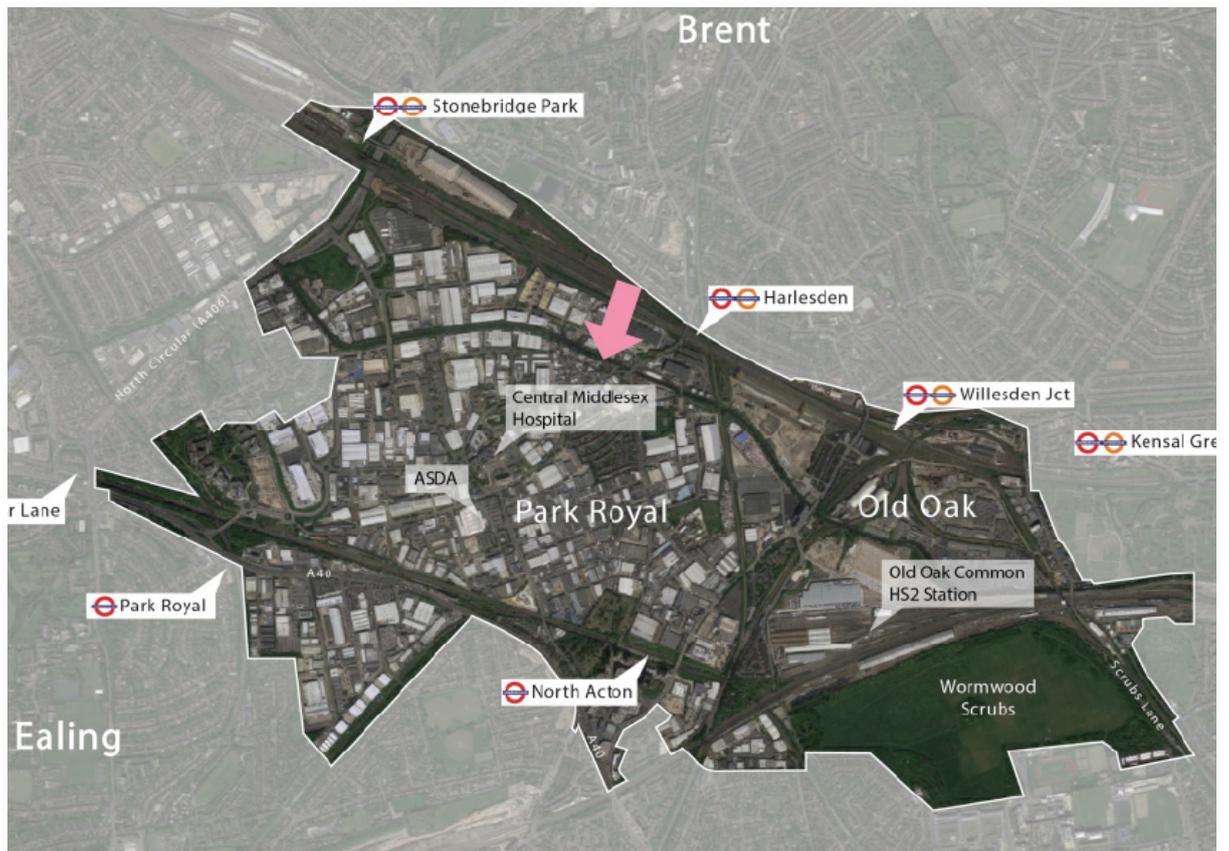
This is one of London's largest regeneration projects and is important for the future of London. Over the next 30+ years, 25,500 new homes will be developed, and 65,000 new jobs will be generated. These developments are the result of significant investment in the area by the Elizabeth line (formerly Crossrail) and High Speed 2 (HS2), with the new Old Oak Common superhub station opening in 2026. OPDC is the Local Planning Authority for the area. Today, the area is home to 4,000 residents, 1,700 businesses and over 40,000 employees.

OPDC will be the Lead Client for this work, responsible for the commissioning and day to day management of the work. Canal & River Trust, who own and manage the Grand Union Canal and adjacent towpath, and London Borough of Brent (LB Brent) who are the local authority and own part of the land this project will be delivered on, are the Co-Client and will be involved in the project at key milestones.

Further background on what OPDC does can be found on the OPDC website here:

<https://www.london.gov.uk/opdc>

I. INTRODUCTION



I.1 Background

The OPDC Canal Placemaking Study (CPS)¹ published in 2019 identifies the Paddington Arm of the Grand Union Canal in Old Oak and Park Royal as a major public realm asset for the wider area. The study outlines OPDC's vision for celebrating, protecting and improving the canal, and provides recommendations and placemaking principles to deliver this vision. One of these principles is to cluster public activities and infrastructure at road bridges.

OPDC has allocated £750,000 in capital funding from the Mayor of London's Good Growth Fund and the Heritage Lottery Fund's Great Place Scheme to deliver one of the first of a series of projects aimed at demonstrating public life in Park Royal and establishing the canal as a major public realm asset for the wider community in an area where open and accessible public spaces are hard to come by. The funding needs to be spent by March 2021.

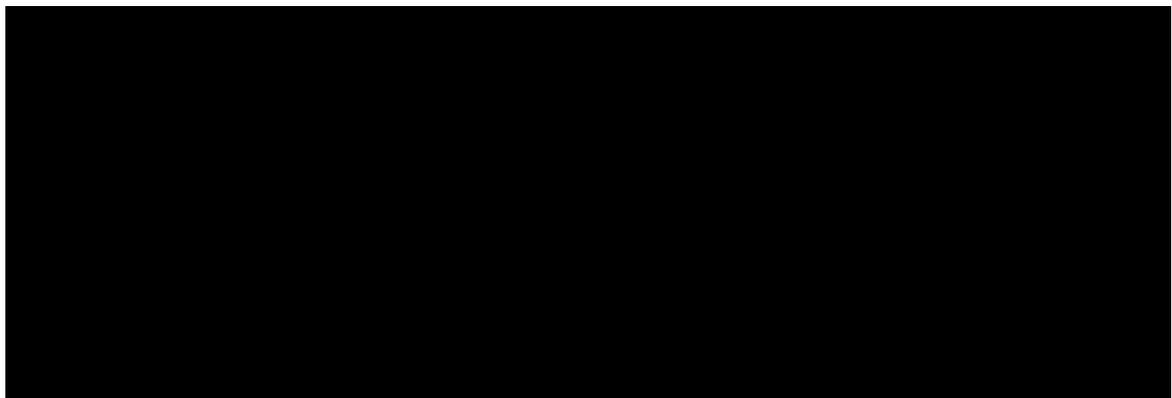
The Harlesden Canalside project will deliver infrastructure and improvements to the public realm to host activities that can support local

¹ OPDC Canal Placemaking Study, available at <http://bit.ly/OPDC-GUCplacemaking>

communities and help activate the canal in line with OPDC’s vision for the Grand Union Canal.

The project will be delivered in 3 stages:

Stage	Activity	Output
Stage 1	Programme scoping, prototyping and testing, community building, and business development.	<ol style="list-style-type: none"> 1. Business plan 2. Project brief 3. Concept designs (RIBA 2)
Stage 2	Design development for planning approval and contractor procurement.	<ol style="list-style-type: none"> 4. Procurement Strategy 5. RIBA Stage 3-7 drawings, specifications and employers’ requirements
Stage 3	Operation of the infrastructure for approximately 5 years and handover to a community-led organisation	<ol style="list-style-type: none"> 6. Facility lease agreement 7. Handover strategy to a community-led organisation 8. Monitoring reports



In the Making

In the Making² is an umbrella initiative that integrates ongoing OPDC workstreams which are delivering creative projects and activities benefiting local communities and creating a sense of place across Old Oak and Park Royal in the next 1-5 years.

The principal objective of the programme is to deliver immediate tangible benefits for existing communities ahead of the wider long-term planned regeneration and development of Old Oak and Park Royal.

This is achieved through:

² More information: <http://bit.ly/OPDC-inthemaking>

1. Delivering everyday improvements and opportunities for local people
2. Growing initiatives for a successful place
3. Celebrating and promoting what makes Old Oak and Park Royal special

Harlesden Canalside – Location and site context

The project area is located along the Canal towpath between Acton Lane bridge and Steele Road. The area is relatively popular due to the presence of a very popular restaurant (Beit el Zaytoun) and the Grand Junction Arms. There are several very active community groups, businesses and a boaters' association nearby (Kensal Rise Association of Boaters).

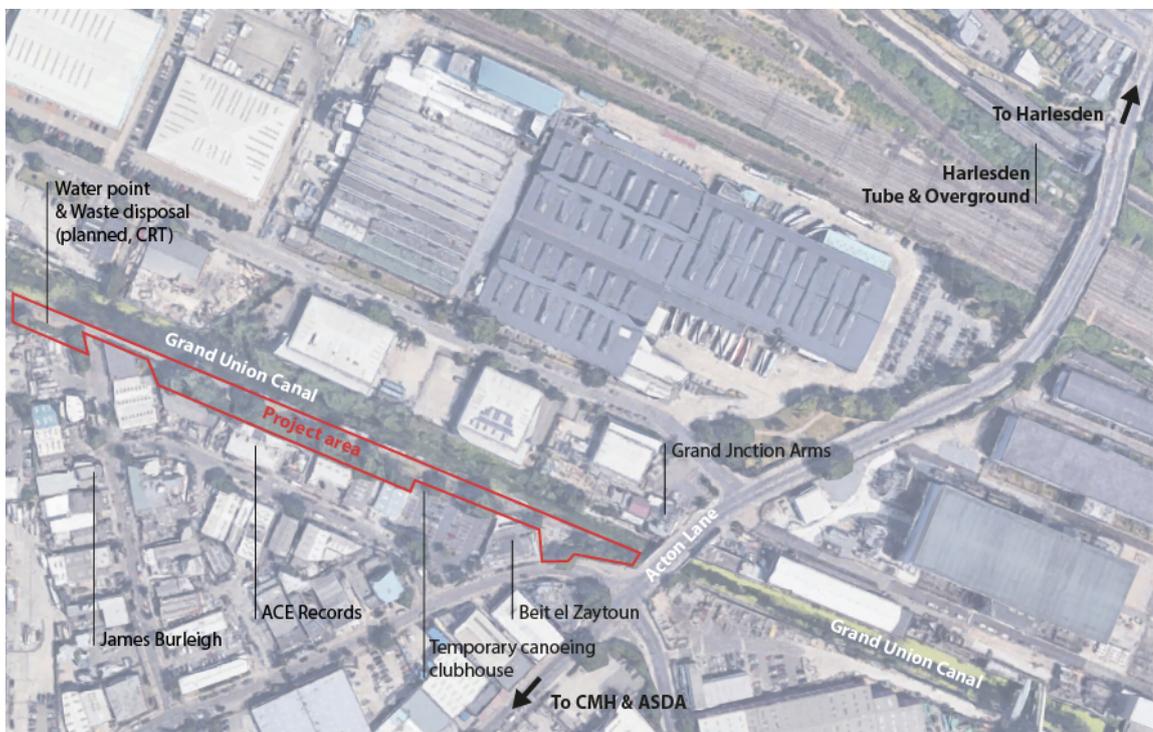


Figure 1 - The Harlesden Canalside project area

The area is home to a large number of visitor (14-day) moorings. Because of the space available next to the towpath here, it is popular with boaters fixing their boats, often leaving behind rubbish. The Canal & River Trust have recently installed bin storage for boaters on the western tip of the project area. It is their intention to expand facilities for boaters, including a water point. It is expected that these facilities will bring more boaters to the area and establish this location as a 'hub' for boaters. The towpath is owned and operated by the Canal & River Trust. The open space between the towpath and the buildings is owned by LB Brent.



Figure 2 – A view of the towpath, owned by the Canal & River Trust, and the open space owned by LB Brent.

OPDC's vision is to build on the area's current qualities and existing activities to further enliven this part of the canal with social infrastructure and public realm improvements. The goals for these interventions are to help support and create networks in the local community and help activate the canal with community activity. This vision is outlined in OPDC's Canal Placemaking Study³ and supported by the LB Brent and the Canal & River Trust.

A first step towards delivering this ambition was the establishment of The Sharks canoeing club, with support from OPDC. It currently runs weekly canoeing classes at Harlesden Canalside. OPDC has secured funding to provide a permanent canoeing club house (also to be used for other community activities) for The Sharks⁴, a project which sits outside of the scope of this tender but an integrated approach and close working between the projects is a key objective of OPDC. Details and contacts of any relevant projects will be shared with the appointed Service Provider.

We strongly encourage candidates to visit the site ahead of making a technical submission

³ OPDC Canal Placemaking Study, available at <http://bit.ly/OPDC-GUCplacemaking>

⁴ More information: <http://www.thesharks.org.uk/the-sharks-are-coming/>

1.2 Objectives

To progress the delivery of its vision, OPDC in partnership with LB Brent and the Canal & River Trust, envisions delivering workshop spaces and public realm improvements where local communities and canal users can - among other things- fix their boats, bikes and other things. These, and any other potential activities will be scoped and prototyped on-site in collaboration with local communities and stakeholders, in order to establish a schedule of activities, a business plan, and designs of the infrastructure and public realm improvements. The proposals will be delivered on-site by the OPDC, and operated by the appointed Service Provider for a period of up to 5 years. OPDC is open to consider different locally embedded business and operating models depending on the outcomes of the prototyping stage.

OPDC's objectives for the Harlesden Canalside project are to:

1. Piloting key principles set out in the Canal Placemaking Study – This project aims to pilot key principles outlined in the OPDC Canal Placemaking Study⁵, such as demonstrating how the canal can be a valuable, well used amenity for all communities to enjoy – workers, boaters, local residents and visitors from further afield – by establishing a critical mass of activities at key access points. It will also explore and demonstrate how the Grand Union Canal and the public open spaces alongside it can become core to the identity and future success of the regeneration Old Oak and Park Royal.
2. Support the boater community to contribute more effectively to the Old Oak and Park Royal area – This project aims to address some of practical needs of boaters by clustering together a range of facilities and creating opportunities for the boater community to interact positively with the workers and residents of Old Oak, Park Royal and the surrounding areas.
3. Achieve social value - this project aims to develop networks and provide a infrastructure for the community (including residents, businesses, employees and canal users) to encourage skill sharing and capacity building to help tackle challenges such as income deprivation, health and wellbeing, loneliness, inter-generational divide and unequal access to community and infrastructure and public and green spaces.
4. Develop a 'bottom up' project methodology – by undertaking on-site prototyping and testing with the local community, this project aims

⁵ OPDC Canal Placemaking Study, available at <http://bit.ly/OPDC-GUCplacemaking>

to ensure that the defined brief is genuinely responding to local need and interest.

5. Facilitate community-ownership – It is this project's aim to transfer the management and programming of the assets delivered through this project to local community ownership, ensuring its long-term relevance and legacy in the area.

OPDC is seeking to generate social value through the core operation of the business as well as any outreach work. This can be through existing accreditation schemes such as the Living Wage, Mayor's Good Work Standard, or the London Healthy Workplace Award.

Team Skills

The Client Team are looking for a multi-disciplinary team that must be led by a Community Workshop Operator (CWO (or equivalent in expertise)), in partnership with design consultants. The CWO will act as the Lead Bidder and manage the proposed consultant team. All contractual obligations will lie with the Lead Bidder.

The design consultants will develop the project from RIBA Stage 0 to RIBA Stage 7 (subject to contractor procurement route), including preparing planning documents and the tender pack for contractor procurement, as well as assist OPDC and its partners during the construction phase.

The team should have a demonstrable track record of:

1. Architecture, landscape and public realm design;
2. Community and stakeholder engagement and co-design;
3. Community organising, programming of creative activities and events to test the project brief;
4. Management of community infrastructure;
5. Business planning, including experience of creating social value;
6. Any other technical professional expertise required throughout the project lifecycle, including a Quantity Surveyor, Structural and M&E Engineers, etc.

We are looking for a consortium with experience that demonstrates outstanding context-specific responses that address the requirements presented by the project's brief. Evidence of meeting the skills and experience requirements set out in this brief will be required.

All of the above must be tailored to the specific brief outlined in this document and not include generic text or examples that are not directly related to the brief, required experience and skills.

Interfacing projects

The Harlesden Canalside project is part of OPDC's In the Making⁶ initiative. It is expected to build on and interface with previous and ongoing initiatives, as well as OPDC's ecological and heritage considerations, and any specific land operational issues identified by LB Brent and the Canal and River Trust. The project will also align with the Canal & River Trust's operational and environmental requirements and waterway uses. The Client Team will provide all relevant information to the appointed Service Provider upon inception and facilitate these interactions.

Relevant ongoing projects include, but are not limited to:

1. OPDC's Great Place Scheme (including Annual Art Commission, Small Grants Scheme, Open House Weekend, Made in park Royal)
2. OPDC's forthcoming time banking platform
3. OPDC's Liveable Neighbourhoods bid
4. OPDC's forthcoming community hub at the Old Refectory
5. Canal & River Trust's boater's facilities
6. Grand Union Canal Quietway
7. The Sharks canoeing club
8. Wesley Playing Field Playing Fields improvements
9. Park Royal Young Planners (draft brief included in Attachment B)

Relevant studies

This commission is expected to build on previous work and studies undertaken, which will be made available to the appointed Service Provider, including:

Overarching policy documents and strategies

1. Canal Placemaking Study (OPDC)
2. Public Realm Strategy (OPDC)
3. Socio-economic Primer (OPDC)
4. Park Royal Atlas (OPDC)
5. The Endeavour of Everybody (Sam Curtis for OPDC)
6. Waterways & Wellbeing (Canal & River Trust)
7. Towpath Design Guidelines (Canal & River Trust)

⁶ More information: <http://bit.ly/OPDC-inthemaking>

8. Canal & River Trust and TfL specification for the Grand Union Canal Quietway

Research from recent and proposed projects

1. Great Places Scheme – findings from projects underway and discussions with businesses (OPDC)
2. Community-led enterprise scoping (OPDC)
3. Good Growth Fund outputs and outcomes handbook (GLA)

2. SCOPE

2.1 General Requirement

OPDC will be the Lead Client for this work, responsible for the commissioning and day to day management of the work. Canal & River Trust and LB Brent are the Co-Client and will be involved in the project at key milestones.

It is anticipated that there will be regular project meetings between the Service Provider and the Client Team over the course of the project, with presentations of the work at key project milestones to be identified within the inception report. The proposed programme within your submission should indicate the key project milestones. These Client meetings should enable the Service Provider to share emerging findings and receive feedback, and raise any issues identified with progress of the tasks above.

Stakeholder workshops and meetings are anticipated to support the success of this work and to explore key issues in more detail.

The tasks envisaged are summarised below. Although they are presented in a broadly chronological order, it is recognised that there will be some iteration between tasks, and the approach to this should be facilitated by coordinated working within the Service Provider's multi-disciplinary team.

Stage	Tasks	Activities
Stage 1	Task A	1. Prototyping 2. Project review and development
	Task B	3. Business planning
Stage 2	Task C	4. Design development (up to RIBA 4) 5. Prepare planning pack and contractor tender pack 6. Technical design (up to RIBA 7)
Stage 3	Task D	7. Operation of facilities 8. Handover to a community-led organisation
All stages	Task E	9. Ad hoc services

2.2 Detailed Requirements

STAGE 1 - Programme scoping, prototyping and testing, community building, and business development

TASK A: Prototyping activities to support local communities and canal placemaking

The schedule of activities that should be accommodated at Harlesden Canalside has not yet been agreed upon. To date, the focus has been on developing workshop spaces for people to fix their boats or cycles among other things. OPDC is keen on exploring a range of other activities and uses that can help deliver its vision for Harlesden Canalside in 2 components:

1. Workshop and other uses requiring a building or other facility;
2. Public realm improvements and uses.

The appointed Service Provider will be required to develop the programme scope and identify key needs and opportunities to be addressed by the Harlesden Canalside project in partnership with the Client Team. This includes the following tasks:

1. Review the requirements for workshop spaces of boaters, businesses and communities and other canal users in the wider area, and identify and review relevant precedents;
2. Develop and run a suite of activities on-site over a period of 4 to 6-months to prototype, test and collect data on activities proposed to be accommodated permanently on-site. This will inform the scope, design brief and business plan;
3. Prototype landscaping and public realm responses to improve access and placemaking of the area and address potential programming and user conflicts;
4. Establish a Canal Sounding Board group made up of members from the local community, including residents, businesses, employees and canal users. Its role will be to give feedback at key milestones of the project, and to enable community ownership over the project. It is expected that this group will operate beyond Stage 2 of this project, and will also make recommendations on future projects OPDC will be developing along the canal;
5. Arrange, lead and record community and stakeholder meetings, including liaising with LB Brent's open space team and any other key Council contacts.

TASK B: Scope business plan for the facilities to be delivered and operated on-site

The appointed Service Provider will manage and operate the facilities delivered on-site for up to 5 years. The current funding for the project only covers capital cost. OPDC does not have any grant funding available to support the operational stage of the project.

Based on the prototyping exercise (Task A), the Service Provider will develop a viable business plan, based on which a contract of operation will be concluded with OPDC. The business plan will set out targets and outcomes

to be generated by the Harlesden Canalside project, including the generation of social value through the business' core activities, as well as any targeted outreach work. The business plan should work to maximise opportunities for local community participation, and opportunities for local businesses to contribute time and skills to support local communities.

Some of the activities may need to generate revenue to fund the community activities and general operating costs of the facilities. This can be achieved through careful consideration of the types of activities hosted within the facilities that will be delivered on-site and include targeted outreach programmes to be developed by the Service Provider.

Based on the outputs of Task A, the appointed Service Provider will:

1. Undertake a feasibility assessment of the options and recommendations identified in Task A, to develop a schedule of activities to be accommodated permanently on-site;
2. Undertake business planning, including an operational and financial model for the facilities to be delivered on-site, and operated by the appointed Service Provider for up to 5 years;
3. Identify the key project beneficiaries setting out how the core business function, as well as the targeted outreach programmes, maximise social value generation;
4. Identify external funding needed, and any funding opportunities available.
5. Undertake design scoping to assess the spatial feasibility of the facilities and landscape interventions to be delivered on-site;
6. Community and stakeholder meetings and consultations.

STAGE 2 - design development for planning approval and contractor procurement

TASK C: Progress the design of facilities and public realm (RIBA 2 – RIBA 7)

Based on the business plan developed in Task B and agreed with the Client Team, the appointed Service Provider will draft the technical specifications and progress the design work of the facilities and public realm interventions. A draft design brief is provided in Attachment C.

The appointed Service Provider will:

1. Develop a schedule of permanent activities and public realm improvements to be delivered on-site accommodated by the facilities and public realm interventions to be delivered on-site, in agreement with the Client Team;

2. Recommend, procure and manage all surveys and site investigations. OPDC anticipates these to be, but not limited to, a topographical survey, geotechnical and ground condition survey, arboriculture study and all services and utility surveys;
3. Advise on and appoint necessary sub-consultants. OPDC anticipates these to be, but not limited to, a Quantity Surveyor, M&E Engineer, Structural Engineer
4. Prepare all drawings and documents (up to RIBA 4), ensuring they are coordinated with other consultants and compliant with Building Regulations, and obtain sign off. A draft Design Brief is provided in Attachment C;
5. Consult with and gain necessary statutory approvals. OPDC anticipates these to be, but not limited to LB Brent's Parks team and building control, as well as any relevant utility providers;
6. Presentations to the OPDC Community Review Group (CRG) and Design Review Panel⁷;
7. Arrange, lead and record regular community and stakeholder meetings and consultations;
8. Arrange, lead and record regular design team meetings and workshops;
9. Prepare planning applications, including procurement of all necessary reports required for Planning such as an Ecological Investigation, Flood Risk, Noise Impact and Air Quality Assessments and a daylight/sunlight report.
10. Produce cost information pre planning submission;
11. Prepare a pre-tender estimate and advice;
12. Provide specialist advice and assistance during contractor procurement and delivery on-site (RIBA 5-7). The Service Provider and its team will not be allowed to bid for the construction related work.

STAGE 3 - Operation of the infrastructure and handover to a community-led organisation.

TASK D: Operation of the facilities for approximately 5 years

The freehold interest in the Property is owned by the London Borough of Brent (LB Brent). The lease to the Operator (the Operator Lease) will either be granted to the Operator by LB Brent or will be an underlease granted to the Operator by OPDC, should OPDC take a head lease from LB Brent. In both scenarios, obligations will be owed by the Operator to OPDC and contained either in the Operator Lease or a separate agreement as to the operation and management of the Property.

⁷ More information: <http://bit.ly/OPDC-designreview>

The parties will enter into an Agreement for Lease conditional on completion of the building. Depending on whether the Operator Lease is to be a head lease or an underlease, LB Brent may also be party to the Agreement for Lease. Principle terms of the Operator Lease is attached in Attachment D.

The appointed Service Provider will:

1. Operate the facilities for a period of approximately 5 years, depending on the business plan agreed in Stage 2. Principle terms of the Operator Lease is attached in Attachment D.
2. Support OPDC in preparing to hand over the facilities' management and operation to a community-led organisation at the end of the lease period;
3. Secure additional funding;
4. Monitor the impact and success of the activities, and the facilities and public realm delivered on-site; in line with the requirements of the Client Team and GLA funding;
5. Community and stakeholder meetings.

STAGES 1-3: Additional requirements.

TASK E: Additional AD Hoc Services as required

OPDC may require additional services during the period of contract. This may include:

1. Providing community mentoring to support other projects OPDC will be developing along the canal in the future;
2. Supporting and coordinating canalside volunteering initiatives alongside and in partnership with Canal & River Trust's and LB Brent's existing volunteering programmes;
3. Management and programming of additional community facilities within the project area;
4. Additional design and engineering support and advice during contractor procurement and delivery on-site.

Note: Pricing is not required for this task. However the Service Provider should note that additional services will be costed at the day rates provided in their submission. The combined cost of all tasks set out in this brief and any additional ad hoc services combined shall not exceed £150,000. Confirmation of this is required within the ITT response.

3. DELIVERABLES / MILESTONES

Task A outputs:

1. A 4 to 6-month suite of prototyping activities on-site;
2. A Canal Sounding Board Group made up of local residents, businesses, employees and canal users;
3. Community and stakeholder consultation material;
4. An intermediate and final report and a presentation of options and recommendations to the Client Team.

Task B outputs:

A business plan, including:

1. Identify a preferred operating model that will deliver a viable, social value generating community-focused project. This should identify operational costs of the Service Provider, commentary on potential contractual mechanisms to ensure delivery of agreed outputs, as well as an initial longlist of suitable tenants;
2. Identify user groups and set out rental levels. This will inform the accommodation schedule for the project brief;
3. guidance and evaluation indicators on business and community benefits to be delivered by the Harlesden Canalside project;
4. Targets and outcomes of social value, community and business participation to be generated by the project, which will become a part of the Lease and Management Agreement in Stage 3/Task D, to be concluded between the appointed Service Provider and OPDC.

Task C outputs:

1. A schedule of activities to be delivered on-site, as well as their accommodation requirements in terms of floor area needed for each and any other characteristics such as hours of operation, particular spatial and/or mechanical requirements (e.g. high floor to ceiling heights, particular H&S requirements);
2. A design scope and concept designs for the facilities and landscape interventions to be delivered on-site;
3. A design brief to progress the design, planning and delivery assistance of the facilities and public realm improvements to be delivered on-site;
4. Design (RIBA 0-4) of the facilities and public realm to be delivered;
5. Planning applications, community consultation documents and material, and any other documents required by the Client Team to obtain planning permission;

6. Production of all publicly access design, consultation, and evaluation documentation in the OPDC's "In the Making" branding;
7. Tender pack for contractor procurement and detailed plans for delivery on-site by the contractor (RIBA 5-7).

Task D outputs:

1. A Lease and/or Management Agreement agreed between all parties;
2. Funding applications to secure external funding;
3. An evaluation methodology;
4. Regular evaluation reports, monitoring of outputs in line with the OPDC and GLA requirements. The frequency, methodology and content is to be agreed with the Client Team.

All outputs must be provided in an accessible electronic format, including Illustrator files and linked files/folders, and using compatible software and file formats including Microsoft, Adobe Acrobat pdf, Microsoft (Word, Excel, Powerpoint).

4. OTHER REQUIREMENTS

Insurances

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Safeguarding Plan

Bidders are to demonstrate that they have an appropriate Safeguarding Policy in place.

The policy should be written specifically to reference the activities and types of participants the Service Provider will be working with. This will include, but is not limited to, children and vulnerable adults.

The appointed Service Provider will be required to update this policy regularly as the programme develops.

Data Protection

Bidders are to demonstrate how they and any sub-contractors will comply with the Data Protection Act 2018.

5. SERVICE LEVEL AGREEMENTS (SLAS)/KEY PERFORMANCE INDICATORS (KPIs)

Once the business plan is agreed (Task B), an SLA for operating the activities and facilities to be delivered on-site will be drawn up between the appointed Service Provider and OPDC, which will include KPIs agreed between OPDC, LB Brent and Canal & River Trust.

6. PROJECT PLAN/TIMESCALES

Stage Two: Technical and financial submission, submission deadline 28 February 2020, noon.

Other key dates:

1. Clarification questions can be submitted through the e-tendering Portal until 5pm 17 February;
2. Post-tender interviews are scheduled 10 March 2020;
3. The appointment of the successful bidder is expected to be in w/c 23 March 2020.

Candidates are strongly encouraged to visit the site before making their Stage Two submission.

	w/c 23 March 2020	Contract commencement
Stage 1	End of March 2020 through August 2020	Prototyping activities and design scoping
	May 2020	Intermediate report and design briefs
	August 2020	Final report, business plan
Stage 2	August 2020	Draft design outputs
	September 2020	Detailed design and planning applications
Stage 3	April 2021	Operation of facilities commences
	March 2026	End of contract period; hand-over of operation to community-led group.

7. ATTACHMENTS

A. OPDC Canal Placemaking Study

Part 1:

https://www.london.gov.uk/sites/default/files/grand_union_canal_placemaking_final_report_part_1.pdf

Part 2:

https://www.london.gov.uk/sites/default/files/grand_union_canal_placemaking_final_report_part_2.pdf

B. Park Royal Young Planners draft brief

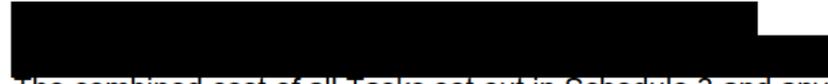
C. Draft Design brief

D. Draft In Principle Heads of Terms for an Agreement for Lease

E. Privacy and Data Protection

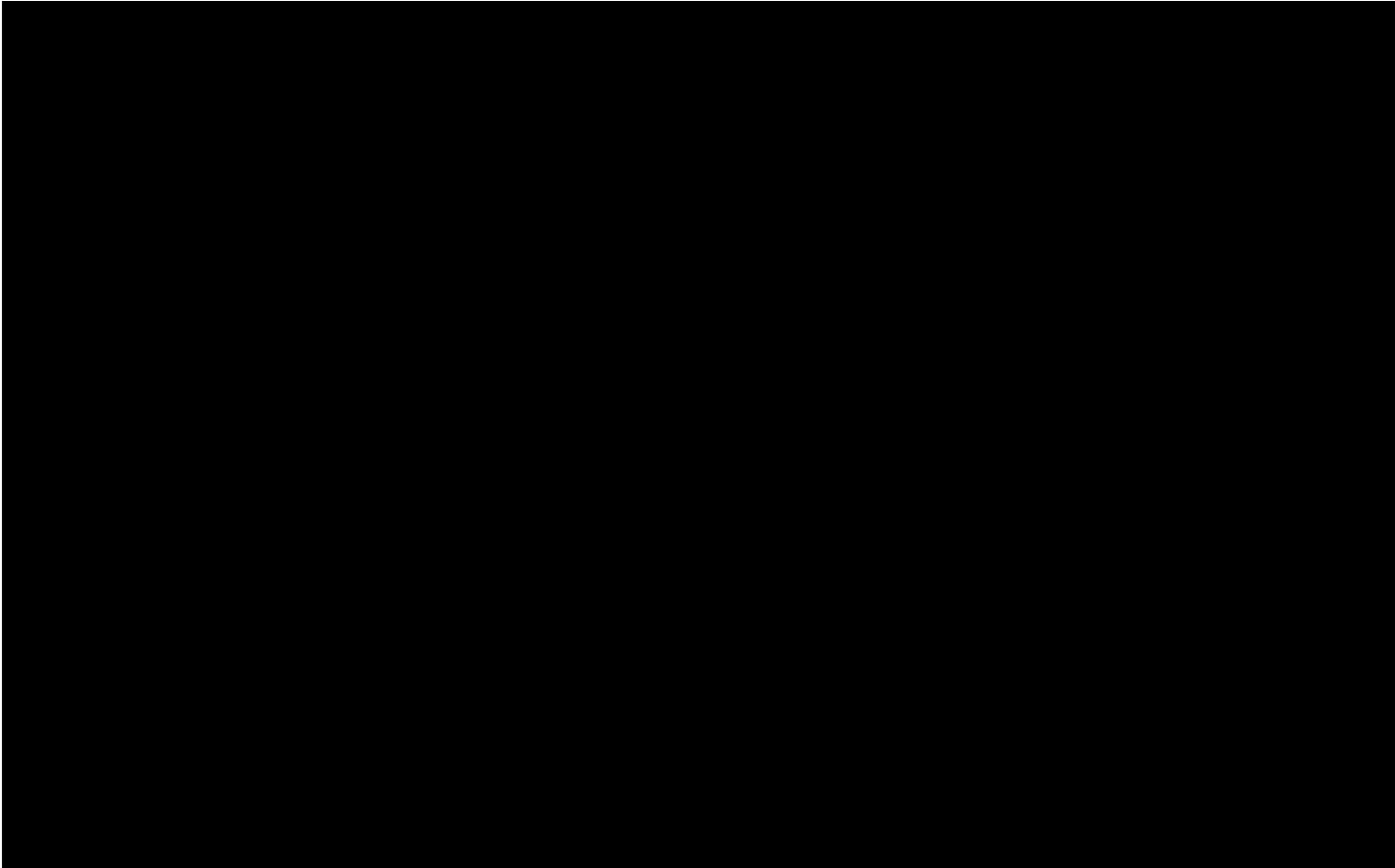
F. EDI Bidder Instructions

SCHEDULE 4 – CHARGES



The combined cost of all Tasks set out in Schedule 3 and any additional ad hoc services combined shall not exceed £150,000

Pricing Schedule



SCHEDULE 5 - PROJECT PLAN

A breakdown of the original project plan is detailed below. All dates have been pushed out, adding an estimated 6 months to the completion of milestones M1 – M3 due to Covid-19. This has extended the programme period for Stages 1 and 2 from 12 months to approximately 18 months.

This shall have no bearing on the effort days required for the deliverance of the milestones.

Further adjustment may be required to the programme period for these Stages, subject to any additional government guidance surrounding Covid-19.

It is estimated that Milestones M1 – M3 shall be completed by 31st October 2021.

Milestone M4 shall commence upon satisfactory completion of M1 – M3.

2.0 METHODOLOGY STATEMENT

PROJECT PROGRAMME

Our programme has been devised and is broadly in-line with the indicative timescales identified in the brief. We would expect to review this at the inception meeting to ensure it accords with client needs.

KEY MILESTONES

- Milestone M0: Mobilisation and inception
- Milestone M1: Task A outputs - Prototyping activities to support local communities and canal placemaking
- Milestone M2: Task B outputs - Scope business plan for the facilities to be delivered and operated on-site
- Milestone M3: Task C outputs - Progress the design of facilities and public realm (RIBA 2 – RIBA 7)
- Milestone M4: Task D outputs - Operation of the facilities for approximately 5 years
- Milestone M5: Task E AD Hoc Services

RESOURCE BREAKDOWN

We have provided a breakdown of the personnel allocation on the project across the design team, including effort days and grade in the appendix.

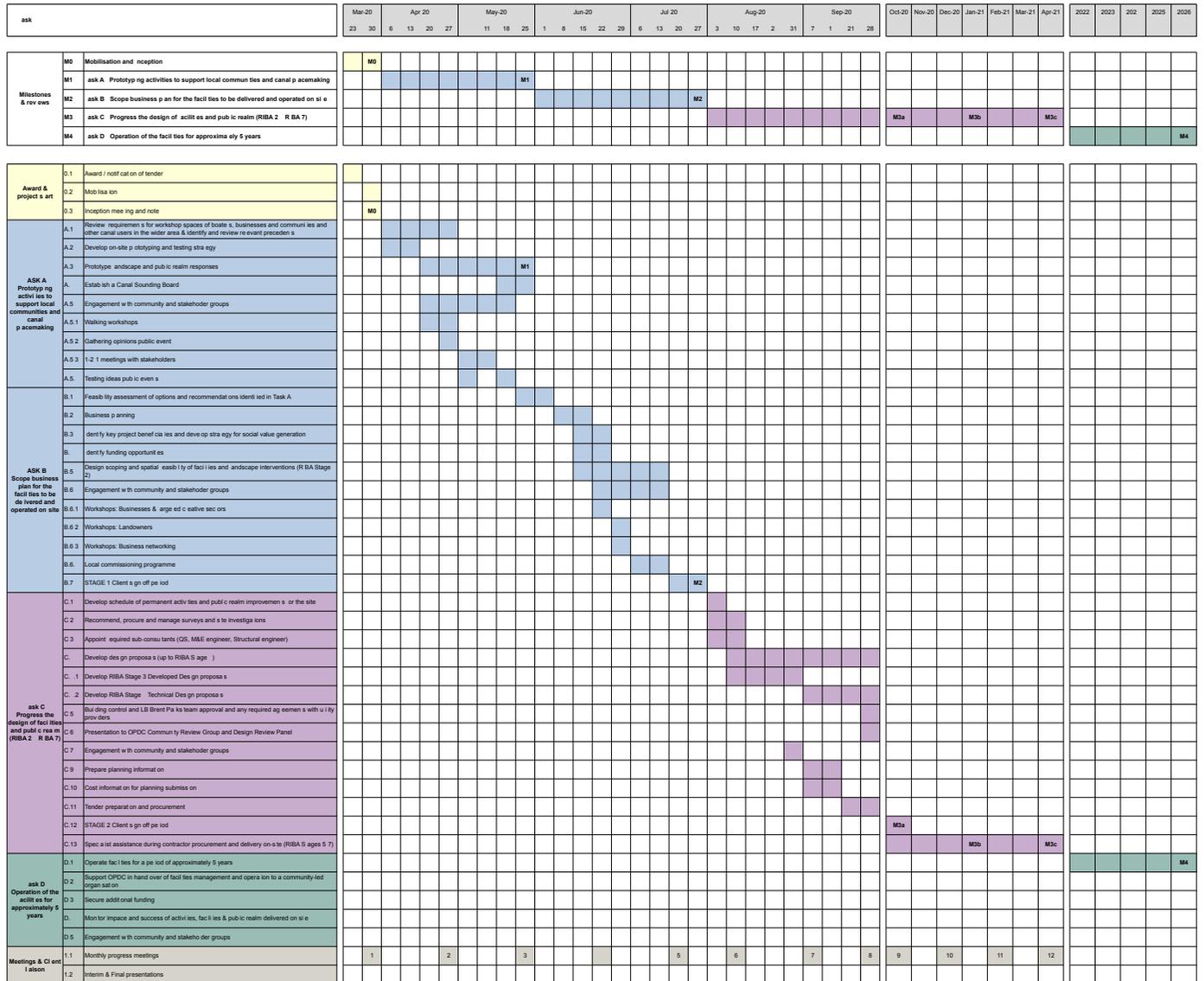
Task A = 68 days

Task B = 25.5 days

Task C = 129 days

Task D = 13 days

(Task E = to be determined)



SCHEDULE 6 - FORM FOR VARIATION

TEMPLATE

PART A

Contract Parties: [to be inserted]

Contract Number: [to be inserted]

Variation Number: [to be inserted]

Authority Contact: [to be inserted]

Date: [to be inserted]

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 32 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 (£)
TOTAL	

ACCEPTANCE BY THE SERVICE PROVIDER

Name:	
Position:	
Signed:	Date:

ACCEPTANCE BY THE AUTHORITY

Name:	
Position:	
Signed:	Date:

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.

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

EQUALITY AND DIVERSITY PLAN

OUR APPROACH

3Space is committed to encouraging equality and diversity among our workforce, and eliminating unlawful discrimination. The aim is for our team to reflect the diversities of the communities in which we operate our workspaces and for each employee to feel respected, included and able to give their best. 3Space is also committed against unlawful discrimination of our partners, tenants, contractors or anyone else who might use our buildings or services.

We Made That are a practice co-led by a woman in a male dominated industry. We value the creative potential which individuals from diverse backgrounds, and with differing skills and abilities, bring to our practice. Nurturing a team that reflects the diverse characteristics of the places that we work in helps us to better observe, understand and make proposals for those places and their communities. We Made That is dedicated to encouraging a supportive and inclusive culture amongst the whole team. We will endeavour to foster an environment that is free from harassment or unfair discrimination, where our team's potential can be cultivated and in which the human rights of all individuals are respected.

OUR POLICY OBJECTIVES

The objectives of this policy are as follows:

- **To build and nurture a team that reflects the diversity of the communities within which the practice operates**
- **To create a fair, supportive and inclusive working environment**
- **To support a team that champions equality and diversity in the performance of our services**
- **To regularly review employment practices and procedures to ensure that fairness is maintained at all times**

WORKING ENVIRONMENT

We will treat our whole team - as individuals and collectively - fairly and with respect.

We will support individual team members to develop their talents and skills to reach their full potential. When we select individuals for employment, training, promotion or benefits, it will be on the basis of aptitude and ability.

These commitments are:

- To create an environment in which individual differences and the contributions of all team members are recognised and valued.
- To create a working environment that promotes dignity and respect for every employee.

- To not tolerate any form of intimidation, bullying, or harassment, and to discipline those that breach this policy.
- To make training, development, and progression opportunities available to all staff.
- To promote equality in the workplace as good management practice and that makes sound business sense.
- To never have unequal pay between men and women on the team.
- To encourage anyone who feels they have been subject to discrimination to raise their concerns so we can apply corrective measures.
- To encourage employees to treat everyone with dignity and respect.
- To regularly review all our employment practices and procedures so that fairness is maintained at all times.

RECRUITMENT

We will openly promote all employment opportunities through multiple channels in order to reach the widest audience, including disadvantaged groups. We will ensure that our job descriptions do not discriminate or create unfair conditions of employment. Our recruitment practices will allow flexibility for those who need it, particularly disadvantaged groups. Health-related questions may only be asked after a job offer has been made.