

A14.1.3 without prejudice to any other obligation imposed on the Authority, to exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area,

and in the performance of the Contract, the Service Provider will assist and co-operate with the Authority, and will use reasonable endeavours to procure that its sub-contractors observe these duties and assists and co-operates with the Authority where possible to enable the Authority to satisfy its duty.

A15 Step-in

A15.1 If the Authority reasonably believes that it needs to take action in connection with the Services:

A15.1.1 because a serious risk exists to the health or safety of persons or property or to the environment; and/or

A15.1.2 to discharge a statutory duty,
then the following provisions shall apply.

A15.2 The Authority shall provide notice to the Service Provider in writing of the following:

A15.2.1 the action it wishes to take;

A15.2.2 the reason for such action;

A15.2.3 the date it wishes to commence such action;

A15.2.4 the time period which it believes will be necessary for such action;
and

A15.2.5 to the extent practicable, the effect on the Service Provider and its obligations to provide the Services during the period such action is being taken.

A15.3 Following service of the notice required in Clause A15.2, the Authority or a Third Party appointed by the Authority for the purpose shall take such action as is notified under these provisions and any consequential additional action as the Authority reasonably believes is necessary (the "**Required Action**") and the Service Provider shall give all reasonable assistance to the Authority or such Third Party while it is taking such Required Action (such assistance to be at the expense of the Authority).

A15.4 For so long as and to the extent that the Required Action is taken, and this prevents the Service Provider from providing any part of the Services, the Service Provider shall be relieved from its obligations to provide such part of the Services and the Authority shall not be liable to pay Charges for such part of the Services (except to the extent that the Authority shall pay the Service Provider for the assistance it provides in accordance with Clause A15.3).

A16 Not Used**A17 Authority Obligation of Confidentiality**

A17.1 Notwithstanding Clause 37.6 (Freedom of Information and Transparency) the Authority shall have the same obligations as those imposed on the Service Provider under Clause 36 (Confidentiality and Announcements) in respect of those categories of confidential information set out in Schedule 2 ("**Service Provider Confidential Information**"), except that the Authority may:

A17.1.1 disclose the Service Provider Confidential Information where the Authority considers that it is obliged to do so under any of the legislation referred to in Clause 37 (Freedom of Information and Transparency);

A17.1.2 use the Service Provider Confidential Information to the extent necessary to obtain the benefit of the Service Provider's performance under this Contract;

A17.1.3 disclose the Service Provider Confidential Information to any member of the Authority Group; and

A17.1.4 disclose such Service Provider Confidential Information as may be required to be published in the Official Journal of the European Union.

FREEDOM OF INFORMATION APPENDIX – RESERVED INFORMATION

Contract/Tender/Document Reference Number: TfL 94125

Information	Grounds for Exemption	Date can be made Available
Pricing	Commercially Sensitive, Section 43 (2)	Contract Expiry + 2 years
Tender Response	Commercially Sensitive, Section 43 (2)	Contract Expiry + 2 years
Policies and Written Processes	Commercially Sensitive, Section 43 (2)	Contract Expiry + 2 years

A18 Transfer of Employees to Service Provider

A18.1 Clause 17.1 (Service Provider's Personnel) shall be deleted and replaced with the following.

A18.2 For the purposes of this Clause A18 and Clause A19, unless the context indicates otherwise, the following expressions shall have the following meanings:

- A18.2.1 **"Current Service Provider(s)"** means the provider or providers of services substantially similar to the Services immediately before the Service Commencement Date;
- A18.2.2 **"Employment Costs"** means all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee or worker, taxation (including all income tax deductible under PAYE) and all other emoluments;
- A18.2.3 **"Employment Liabilities"** means all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (on a full indemnity basis);
- A18.2.4 **"Final Staff List"** has the meaning set out in Clause A19.4;
- A18.2.5 **"Further Transfer Date"** means the date on which the Services (or any part of them) cease to be provided by the Service Provider and start to be performed by the Authority or any Replacement Service Provider when (assuming that TUPE applies) the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider occurs;
- A18.2.6 **"Relevant Period"** means the period starting on the earlier of:
- (a) the date falling 6 calendar months before the date of expiry of the Contract; or
 - (b) if the Contract is terminated by either Party in accordance with Clause 40.3 (Breach and Termination of Contract) or by the Authority in accordance with Clause 40, 40.2, 40.4 or 40.5 (Breach and Termination of Contract), the date of the relevant termination notice;
- and ending on the Further Transfer Date;
- A18.2.7 **"Replacement Service Provider"** means any replacement supplier or provider to the Authority of the Services (or any part of the Services) and any Sub-Contractor to such replacement supplier or provider;
- A18.2.8 **"Re-Transferring Personnel"** means any Service Provider's Personnel who are assigned (for the purposes of TUPE) to the relevant Services (or any part of them) immediately before the Further Transfer Date and whose employment contract or engagement (or part thereof) will transfer to the Authority or the Replacement Service Provider pursuant to TUPE with effect from the Further Transfer Date;
- A18.2.9 **"Staff List"** has the meaning set out in Clause A19.1;

A18.2.10 "**Staffing Information**" has the meaning set out in Clause A19.1;

A18.2.11 "**Sub-Contractor**" means any subcontractor to the Current Service Provider(s), the Service Provider or the Replacement Service Provider as the context dictates which is engaged in the provision of the Services or any part of them (or services substantially similar to the Services or any part of them) and includes the sub-contractor of any such sub-contractor;

A18.2.12 "**Transfer of Services**" means the transfer of the provision of the Services from the Current Service Provider and any Sub-Contractor to the Service Provider and any Sub-Contractor;

A18.2.13 "**Transferring Staff**" means such employees and workers of the Current Service Provider(s) (and its Sub-Contractors) as are assigned (for the purposes of TUPE) to the Services immediately before the Transfer of Services, the identities of whom as at the date of this Contract are listed in Appendix 1 to this Clause A18; and

A18.2.14 "**TUPE**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

A18.3 It is understood and acknowledged by the Parties that TUPE applies to the Transfer of Service and accordingly, pursuant to TUPE, the contracts of employment or engagement (or any relevant part thereof) between the Current Service Provider and any Sub-Contractor and the Transferring Staff will have effect from the Contract Commencement Date as if originally made between the Service Provider (or its Sub-Contractor(s)) and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of Clause A18.4).

A18.4 The Service Provider will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 and TUPE with effect from the Contract Commencement Date.

A18.5 The Parties agree that all Employment Costs in respect of the Transferring Staff will be allocated as follows:

A18.5.1 the Current Service Provider(s) will be responsible for any Employment Costs relating to the period up to the Contract Commencement Date; and

A18.5.2 the Service Provider will be responsible for any Employment Costs relation to the period on and after the Contract Commencement Date (provided that if any contract of employment or engagement transfers in part, this shall only apply to the Employment Costs relating to the transferred part),

and Employment Costs will if necessary be apportioned on a time basis between the Current Service Provider(s) and the Service Provider, regardless of when such sums fall to be paid.

A18.6 The Authority warrants to the Service Provider that none of the Authority's employees or workers will transfer to the Service Provider under TUPE as a result of the Transfer of Service.

A18.7 The Service Provider will indemnify and keep indemnified the Authority and the Current Service Provider(s) (and its Sub-Contractors) from and against all Employment Liabilities which the Authority or the Current Service Provider(s) (or its Sub-Contractors) incur or suffer arising out of or in connection with:

A18.7.1 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of any person employed or engaged by it (or its Sub-Contractors) (including the Transferring Staff) on or after the Contract Commencement Date;

A18.7.2 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE in relation to the Transfer of Services;

A18.7.3 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Transferring Staff by the Service Provider (or its Sub-Contractors) before the Contract Commencement Date;

A18.7.4 the employment or engagement or termination of employment or engagement by the Service Provider (or its Sub-Contractors) of any Transferring Staff on or after the Contract Commencement Date;

A18.7.5 any actual or proposed changes by the Service Provider (or its Sub-Contractors) to the terms and conditions of employment or engagement or working conditions of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.

For the avoidance of doubt, the Service Provider (and/or its Sub-Contractors) shall have full liability under this paragraph A18.7 if it is held or alleged that: (a) the contract of employment or engagement as at immediately prior to the Contract Commencement Date of any of the Transferring Staff does not transfer in its entirety to the Service Provider (and/or its Sub-Contractors) and/or (b) liability for any such contract of employment or engagement of any such Transferring Staff does not transfer in its entirety to the Service Provider (and/or its Sub-Contractors).

A18.8 The Service Provider will provide the Current Service Provider(s) (or its Sub-Contractors), as soon as practicable, but in any event in good time before the Contract Commencement Date with all information which the Current Service Provider (or its Sub-Contractors) may reasonably require to enable it to comply with its information and consultation obligations under TUPE and, if

requested, will confirm to the Authority when it has done so and provide a copy to the Authority.

A18.9 The Service Provider warrants and undertakes to the Authority that all information given to the Current Service Provider(s) (or its Sub-Contractors) regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.

A18.10 Clause 46.1 (Rights of Third Parties) shall be amended so that benefits conferred on the Current Service Provider or its Sub-Contractors under this Clause A18 shall be enforceable by them.

Appendix 1 to Clause A18

List of Transferring Staff

None

A19 Transfer of Employees on Expiry or Termination

A19.1 The Service Provider will promptly provide (and procure that its Sub-Contractors provide) when requested by the Authority (but not more than twice in any 12 month period) and not more than 7 days after the date of any notice to terminate this Contract given by either Party, the following information to the Authority:

A19.1.1 an anonymised or pseudonymised list of current Service Provider's Personnel and employees and workers of its Sub-Contractors engaged in the provision of the Services (each identified as such in the list) (the "**Staff List**");

A19.1.2 such of the information specified in Appendix 1 to this Clause A19 as is requested by the Authority in respect of each individual included on the Staff List;

A19.1.3 in the situation where notice to terminate this Contract has been given, an anonymised or pseudonymised list of any persons who are materially engaged or have been materially engaged during the preceding six months in the provision of the Services, whom the Service Provider considers will not transfer under TUPE for any reason whatsoever together with details of their role and the reasons why the Service Provider thinks such persons will not transfer,

such information together being the "**Staffing Information**".

A19.2 The Service Provider will notify the Authority as soon as practicable and in any event within 5 days of the Service Provider becoming aware of any additional or new Staffing Information and any changes to any Staffing Information already provided.

A19.3 The Service Provider warrants to the Authority and any Replacement Service Provider that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.

A19.4 Subject to Clause A19.5, the Service Provider will provide the Authority and any Replacement Service Provider with a final Staff List (the "**Final Staff List**") and Staffing Information relating to persons on that list not less than 28 days before the Further Transfer Date.

A19.5 If the Contract is terminated by either Party in accordance with Clause 40.3 (Breach and Termination of Contract) or by the Authority in accordance with Clause 40.1, 40.2, 40.4 or 40.5 (Breach and Termination of Contract), then the Final Staff List will be provided by the Service Provider to the Authority as soon as practicable and no later than fourteen (14) days after the date of termination of the Contract.

A19.6 The Service Provider warrants that as at the Further Transfer Date:

A19.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;

- A19.6.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and
- A19.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority and any Replacement Service Provider.
- A19.7 During the Relevant Period the Service Provider will not and will procure that its Sub-Contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
 - A19.7.1 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);
 - A19.7.2 deploy or assign any other person to perform the Services who is not included on the most recent Staff List other than temporarily and in the ordinary course of business;
 - A19.7.3 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel;
 - A19.7.4 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel other than temporarily and in the ordinary course of business; or
 - A19.7.5 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment or engagement) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.
- A19.8 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the Relevant Period regardless of when such notice takes effect.
- A19.9 The Service Provider agrees that the Authority will be permitted to disclose any information provided to it under this Clause A19 in anonymised or pseudonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any Third Party engaged by the Authority to review the delivery of the Services and to any Replacement Service Provider.
- A19.10 If TUPE applies on the expiry or termination of the Contract, on the termination or variation of any Service or any part of such a Service, or on the appointment of a Replacement Service Provider, the following will apply:
 - A19.10.1 The contracts of employment or engagement of the Re-Transferring Personnel (or relevant parts thereof) will have effect from the Further Transfer Date as if originally made between the Re-

Transferring Personnel and the Authority or Replacement Service Provider (or its Sub-Contractor) (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).

A19.10.2 During the Relevant Period the Service Provider will:

- A19.10.2.1 provide the Authority or Replacement Service Provider (as appropriate) with access to such employment and payroll records as the Authority or Replacement Service Provider (as appropriate) may require to put in place the administrative arrangements for the transfer of the contracts of employment or engagement of the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);
- A19.10.2.2 allow the Authority or Replacement Service Provider (as appropriate) to have copies of any of those employment and payroll records;
- A19.10.2.3 provide all original employment or engagement records relating to the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate) when required in order to facilitate the transfer; and
- A19.10.2.4 co-operate with the Authority and any Replacement Service Provider in the orderly management of the transfer of employment or engagement of the Re-Transferring Personnel which may include, without limitation:
 - (a) re-allocating the time spent on the Services by any person on the Staff List, in each case before the Further Transfer Date (so that they are or are not (as required by the Authority and/or Replacement Service Provider) then Re-Transferring Personnel), where the role of any such person would otherwise become fragmented between two (or more) employers on the Further Transfer Date and, in the reasonable opinion of the Authority or the Replacement Service Provider, such fragmentation would not be workable and/or would result, or would be deemed by such relevant person on the Staff List to result, in the worsening of working conditions of that person or adversely impact upon the protection afforded to that person by TUPE; and

- (b) permitting the Authority or Replacement Service Provider upon reasonable request to consult with the Re-Transferring Personnel or their representatives before the Further Transfer Date in relation to measures connected to the transfer of their employment or engagement (or any part thereof).

If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Service Provider will procure such Sub-Contractors provide the Authority or Replacement Service Provider (as appropriate) with the same level of access, information and cooperation.

A19.10.3 The Service Provider warrants to each of the Authority and the Replacement Service Provider that as at the Further Transfer Date no Re-Transferring Personnel (except where the Service Provider has notified the Authority and the Replacement Service Provider (if appointed) in writing to the contrary) to the Service Provider's knowledge:

A19.10.3.1 is under notice of termination;

A19.10.3.2 is on long-term sick leave;

A19.10.3.3 is on maternity, parental or adoption leave;

A19.10.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;

A19.10.3.5 is entitled or subject to any additional terms and conditions of employment or engagement other than those disclosed to the Authority or Replacement Service Provider (as appropriate);

A19.10.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;

A19.10.3.7 has received a written warning (other than a warning that has lapsed);

A19.10.3.8 has taken or been the subject of a grievance procedure within the previous two years; or

A19.10.3.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment or engagement (or part thereof) transferring to the Authority or Replacement Service Provider (as appropriate) under TUPE.

A19.10.4 The Service Provider undertakes to each of the Authority and any Replacement Service Provider that it will (and will procure that its Sub-Contractors will):

- A19.10.4.1 continue to perform and observe all of its obligations under or in connection with the contracts of employment or engagement of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;
 - A19.10.4.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Service Provider or any Sub-Contractor which fall due in the period up to the Further Transfer Date;
 - A19.10.4.3 to pay to the Authority or the Replacement Service Provider (as appropriate) within 7 days of the Further Transfer Date any apportioned sum in respect of Employment Costs as set out in Clause A19.10.5; and
 - A19.10.4.4 to comply in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Replacement Service Provider (as appropriate) such information as the Authority or Replacement Service Provider may request in order to verify such compliance.
- A19.10.5 The Parties agree that all Employment Costs in respect of the Re-Transferring Personnel will be allocated as follows:
- A19.10.5.1 the Service Provider will be responsible for any Employment Costs relating to the period up to the Further Transfer Date;
 - A19.10.5.2 the Authority or (where appointed) any Replacement Service Provider will be responsible for the Employment Costs relating to the period on and after the Further Transfer Date (provided that if any contract of employment or engagement transfers in part, this shall only apply to the Employment Costs relating to the transferred part),
- and will if necessary be apportioned on a time basis (regardless of when such sums fall to be paid).
- A19.10.6 The Service Provider will indemnify and keep indemnified each of the Authority and any Replacement Service Provider from and against all Employment Liabilities which the Authority or the Replacement Service Provider incurs or suffers arising directly or indirectly out of or in connection with:
- A19.10.6.1 any failure by the Service Provider to comply with its obligations under this Clause A19.10;
 - A19.10.6.2 any act or omission (whether alleged or actual) by or on behalf of the Service Provider (or its Sub-

Contractors) in respect of the Re-Transferring Personnel whether occurring before on or after the Further Transfer Date;

- A19.10.6.3 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by the Authority or the Replacement Service Provider to comply with Regulation 13 of TUPE);
- A19.10.6.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Contract Commencement Date to the Further Transfer Date;
- A19.10.6.5 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any person employed or engaged by the Service Provider (or its Sub-Contractors) (other than Re-Transferring Personnel included on the Final Staff List) who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider (or its Sub-Contractors) in respect of them by virtue of TUPE; and
- A19.10.6.6 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any Re-Transferring Personnel who continues to be employed or engaged in part by the Service Provider after the Further Transfer Date and which arises directly or indirectly out of or in connection with that retained employment or engagement or its termination.

For the avoidance of doubt, the Service Provider shall have full liability under this clause A19.10.6 if it is held or alleged that: (a) the contract of employment or engagement as at immediately prior to the Further Transfer Date of any of the Re-Transferring Personnel does not transfer in its entirety to the Authority and/or any Replacement Service Provider (and/or its/their Sub-Contractors) and/or (b) liability for any such contract of employment or engagement of any such Re-Transferring Personnel does not transfer in its entirety to the Authority and/or any Replacement Service Provider (and/or its/their Sub-Contractors).

A19.11 If TUPE does not apply on the expiry or termination of the Contract, the Service Provider will remain responsible for the Service Provider's Personnel and will indemnify and keep indemnified the Authority against all Employment Liabilities which the Authority incurs or suffers arising directly or indirectly out

of or in connection with the employment or engagement or its termination of any of the Service Provider's Personnel or former Service Provider's Personnel.

A19.12 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Contract and for 2 years following the date of expiry or earlier termination of the Contract the Authority will be given reasonable access to and be allowed to consult with any person, consultant or employee who, at that time:

A19.12.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and

A19.12.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Contract,

and such access and consultation will be provided on the first occasion free of charge and thereafter be charged at reasonable rates for the time spent by the Service Provider or its employees or Sub-Contractors on such consultation. The Service Provider will use all reasonable endeavours to procure that such persons co-operate with the Authority's requests.

A19.13 Clause 46.1 (Rights of Third Parties) shall be amended so that benefits conferred on the Replacement Service Provider under this Clause A19 shall be enforceable by them.

A19.14 For the purposes of this Clause A19, any reference to the Authority shall also include any member of the Authority Group to which any Re-Transferring Personnel or liability relating thereto does or is alleged to transfer under TUPE. For the avoidance of doubt, any such member of the Authority Group shall be able to enforce the terms of this Clause A19 in accordance with Clause 46.1.

Appendix 1 to Clause A19

Information to be provided in respect of those on the Staff List

- Amount of time spent on the Services (or any part of the Services specified by the Authority)
- Organisational chart and such other information about the organisation of the workforce involved in the Services (and any part thereof) as the Authority may require
- Age
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime - Contractual or Non Contractual and Rates
- Contractual Working Hours
- Contract Type - Permanent/Temporary
- Geographical Area Of Work/Location
- Commencement of Employment Date
- Continuous Service Date
- Car Allowance
- Pension Contributions
 - 1) Employer
 - 2) Employee
 - Including additional information on:
 - who were originally employees of the Authority;
 - who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme;
 - whose employment transferred from the Authority to the Service Provider under TUPE; and
 - who were entitled to broadly comparable benefits under the Current Service Provider's Scheme

- Details of the relevant employee representative body or bodies and relevant collective agreements
- Date of Annual Pay Award
- Annual Leave Entitlement
- Contractual Notice Period
- Public Holiday/Concessionary Days Entitlement
- Sickness Entitlement (in 12 month rolling period)
- Salary/wage increases pending
- Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
- Details of any other benefits provided, whether contractual or non-contractual
- Copy of employment contract or applicable standard terms and employee handbook
- Any loans or educational grants
- For those employees who are foreign nationals the country of citizenship, immigration status and all documentation required by law to demonstrate a right to work in the United Kingdom
- Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
- Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought
- Department and place on organisation chart
- Average absence due to sickness
- Training and competency records

A20 Cost Summary

Clauses 11.2, 11.3 and 11.4 (Payment Procedures and Approvals) shall be deleted and replaced with the following:

A20.1 At the end of each 4-week period (or such other period as may be specified in accordance with Clause 11.1 (Payment Procedures and Approvals)) (the "**Payment Period**"), the Service Provider shall submit to the Contract Manager a cost summary in respect of the Charges for that Payment Period ("**Cost Summary**").

A20.2 Each Cost Summary shall:

A20.2.1 contain all information required by the Authority including the Contract Reference Number, SAP order number, the Authority account details, the Service Provider's name and address and a brief description of the Services provided during the Payment Period to which such Cost Summary relates;

A20.2.2 be clear, concise, accurate and adequately descriptive to avoid delays in processing and subsequent payment;

A20.2.3 identify any additional charges by virtue of a variation pursuant to Clause 47 (Contract Variation); and

A20.2.4 show VAT separately.

A20.3 If the Authority considers that the Charges claimed by the Service Provider in any Cost Summary (or revised Cost Summary) have:

A20.3.1 been correctly calculated and that such Cost Summary is otherwise correct, the Authority shall notify the Service Provider of its approval within 10 Business Days of receipt of such Cost Summary and the Service Provider shall submit an invoice in respect of such Cost Summary. Each invoice shall contain the SAP order number and any other information reasonably required by the Authority in respect of such invoice. The Service Provider shall send each invoice to the address set out in Schedule 1 (Key Contract Information) and (subject to the provisions of any related guarantee and Clause 29 (Set-Off)) payment of the approved amount shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within thirty (30) days of receipt of such invoice or such other time period as may be specified in Schedule 1 (Key Contract Information);

A20.3.2 not been calculated correctly and/or if the Cost Summary contains any other error or inadequacy, the Authority shall notify the Service Provider within 10 Business Days of receipt of such Cost Summary and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised Cost Summary to the Authority. Any loss and/or additional expenses incurred by the Service Provider in correcting and/or re-

submitting any Cost Summary shall be at the Service Provider's expense.

A21 Sub-contractor Warranty

A21.1 Save in respect of Sub-contractors in place as at the Contract Commencement Date, where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall, if so required by the Authority, procure that a permitted sub-contractor enters into a warranty agreement with the Authority substantially in the form specified in Schedule 12 below or in such other form as has been previously approved in writing by the Authority.

A22 Not Used

A23 Offers of Employment (Non-solicitation)

A23.1 For the duration of the Contract and for a period of six (6) months after expiry or termination of the Contract, the Service Provider shall not employ or offer employment to any Authority Group employees who have been associated with the provision of the Services by the Service Provider without the Authority's prior written consent. Any breach of this Clause shall render the Service Provider liable to pay to the Authority a sum equal to the basic salary payable to the employee by the Service Provider during the first six (6) months of new employment.

A24 Not Used

A25 Consultancy – Disclaimer Clause

A25.1 For the purpose of Clause A25.2, "**Report**" means any report, paper or document prepared by the Service Provider for the Authority as part of or in the course of providing the Services or as otherwise requested by the Authority in connection with the Services.

A25.2 The Service Provider agrees that it shall not restrict, or attempt to restrict, its liability or include, or attempt to include, any exclusion, limitation or disclaimer of any or all of its liability in relation to its responsibility for the Report, either in the Report or elsewhere. The Service Provider expressly acknowledges that any exclusion, limitation, disclaimer or restriction of its liability in relation to its responsibility for the Report or any attempt to exclude, limit, disclaim or restrict its liability in relation to its responsibility for the Report will not have any effect.

A26 Not Used

A27 Waste Electrical and Electronic Equipment Regulations 2013

A27.1 For the purposes of this Clause A27, unless the context indicates otherwise, the following expressions shall have the following meanings:

"WEE Equipment" means any Equipment which falls within the scope of the WEEE Regulations; and

"WEEE Regulations"

means Waste Electrical and Electronic Equipment Regulations 2013 (as amended by the Waste Electrical and Electronic Equipment and Restriction on the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (Amendment) Regulations 2014 and the Waste Electrical and Electronic Equipment (Amendment) Regulations 2015).

A27.2 When procuring any WEE Equipment for use in accordance with the Services whether by direct purchase by the Service Provider, purchase on behalf of the Authority, lease or otherwise the Service Provider will ensure that in accordance with the WEEE Regulations that the producer of the WEE Equipment (whether that be the Service Provider or a Third Party) shall assume responsibility for financing the costs of the collection, treatment, recovery and environmentally sound disposal of:

A27.2.1 all Waste Electrical and Electronic Equipment arising from the WEE Equipment; and

A27.2.2 all Waste Electrical and Electronic Equipment arising from equipment placed on the market prior to 13 August 2005 where such equipment is to be replaced by the WEEE Equipment and the WEEE Equipment is of an equivalent type or is fulfilling the same function as the equipment.

A27.3 The Service Provider shall indemnify and keep indemnified the Authority as a result of any Losses which it incurs as a result of any failure on the part of the Authority or the relevant producer to comply with the terms of this Clause A27.

A28 Ethical Sourcing

A28.1 The Authority is committed to ensuring that workers employed in its supply chains in the UK and throughout the world are treated fairly, humanely and equitably. In the course of complying with this Contract, the Service Provider shall:

A28.1.1 adhere to the principles of and shall procure that its subcontractors (as applicable) adhere to the principles of the Ethical Trading Initiative ("ETI") Base Code as set out in Appendix 1 to this Clause A28; and

A28.1.2 implement an Ethical Sourcing and Modern Slavery Action Plan designed to protect workers from labour exploitation and human rights abuses and ensure compliance with the Modern Slavery Act 2015 and the GLA Group Responsible Procurement Policy in accordance with the requirements of Appendix 2 to this Clause A28.

A28.2 The Service Provider will, within 90 days of the Service Commencement Date, produce an Ethical Sourcing and Modern Slavery Action Plan identifying the main risks of modern slavery, human trafficking, forced and bonded labour and human rights violations in its supply chain, highlighting the main products

and countries involved and the steps to be taken by the Service Provider to mitigate the risks in the short, medium and long term. The costs of the creation and implementation of the Ethical Sourcing and Modern Slavery Action Plan shall be borne by the Service Provider.

- A28.3 The Service Provider will update the Ethical Sourcing and Modern Slavery Action Plan annually for the duration of this Contract. More regular updates will be provided when risks of modern slavery, human trafficking, forced and bonded labour and human rights violations in its supply chain are assessed as imminent either by the Service Provider or the Authority.
- A28.4 The Service Provider shall, where relevant, train its employees and subcontractors to ensure compliance with this Clause A28. The Service Provider shall keep a record of all training completed by its employees and subcontractors and shall make a copy of the record available to the Authority on request.
- A28.5 During the course of this Contract, if the Authority has reasonable cause to believe that the Service Provider is not complying with any provision of Clause A28, then the Authority shall notify the Service Provider and the Parties shall agree a remediation plan with appropriate timeframes for compliance by the Service Provider, such remediation plan to be agreed by the Parties by no later than 30 days from the date of the Authority's notification to the Service Provider that remedial action is required or such other period as the Parties may otherwise agree in writing. The costs of the creation and implementation of the remediation plan shall be borne by the Service Provider.
- A28.6 Following agreement of the remediation plan described in Clause A28.5, the Authority reserves the right to conduct, or require to be conducted, one or more audits, (either itself or via a third-party auditor approved by the Authority) in relation to compliance by the Service Provider with the remediation plan.
- A28.7 For the avoidance of doubt, the right of audit contained in this Clause A28 shall include without limitation the right of the Authority (or an auditor appointed by the Authority) acting reasonably to undertake physical inspections of relevant sites/factories, to conduct interviews with relevant personnel and to inspect relevant documents. The Service Provider shall co-operate and shall procure that its subcontractors (as applicable) co-operate with the Authority and the Authority's auditor in relation to all aspects of any audit.
- A28.8 The Service Provider shall make the audit reports required pursuant to Clause A28.7 available to the Authority through the Service Providers Ethical Data Exchange ("**Sedex**"), or an equivalent process.

Appendix 1 to Clause A28 - Ethical Sourcing Appendix: The ETI Base Code

1. EMPLOYMENT IS FREELY CHOSEN

1.1.1 There is no forced, bonded or involuntary prison labour.

1.1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

1.2 FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED

1.2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.

1.2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.

1.2.3 Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.

1.2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

1.3 WORKING CONDITIONS ARE SAFE AND HYGIENIC

1.3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

1.3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.

1.3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.

1.3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.

1.3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

1.4 CHILD LABOUR SHALL NOT BE USED

1.4.1 There shall be no new recruitment of Child Labour.

1.4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be

performing Child Labour to enable her or him to attend and remain in quality education until no longer a child.

1.4.3 Children and Young Persons under 18 shall not be employed at night or in hazardous conditions.

1.4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

1.5 LIVING WAGES ARE PAID

1.5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.

1.5.2 All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.

1.5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

1.6 WORKING HOURS ARE NOT EXCESSIVE

1.6.1 Working Hours comply with at least UK national laws and benchmark industry standards, whichever affords greater protection.

1.6.2 In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

1.7 NO DISCRIMINATION IS PRACTICED

1.7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

1.8 REGULAR EMPLOYMENT IS PROVIDED

1.8.1 To every extent possible, work performed must be on the basis of recognised employment relationship established through national law and practice.

1.8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes

where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

1.9 NO HARSH OR INHUMANE TREATMENT IS ALLOWED

1.9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

1.10 NOTE ON THE PROVISIONS OF THE ETI BASE CODE

1.10.1 The provisions of the ETI Base Code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this ETI Base Code are expected to comply with national and other applicable law and, where the provisions of law and this ETI Base Code address the same subject, to apply that provision which affords the greater protection.

1.11 DEFINITIONS

1.11.1 In this Appendix 1 to Clause A28:

"Child" shall mean any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under ILO Convention No. 11, the lower will apply.

"Young Person" shall mean any worker over the age of a Child as defined above and under the age of 18.

"Child Labour" shall mean any work by a Child or Young Person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the Child's or Young Person's education, or to be harmful to the Child's or Young Person's health or physical, mental, spiritual, moral or social development.