

Contract Reference Number: tfl_scp_001589

Date:

Contract for Services

between

TRANSPORT FOR LONDON

and

AVR GROUP LIMITED

In relation to Lone Worker Protection Services

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THIS CONTRACT is made the day of 2017

BETWEEN:

- (1) Transport for London (“**the Authority**”); and
- (2) AVR Group Limited, a company registered in England and Wales (Company Registration Number 1251842) whose registered office is at Units 16-24 Attenburys Park Estate, Attenburys Lane, Timperley, Cheshire, WA14 5QN (“**the Service Provider**”).

RECITALS:

- A. *[Insert text that briefly describes the particular project/why the services are required];*
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the TfL 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:

“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 and the London Fire and

Emergency Planning Authority, 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;

“Cessation Plan”

a plan agreed between the Parties or determined by the Authority pursuant to Clauses 28.1 to 28.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 28.6 to 28.10 (inclusive) to give effect to a Public Procurement Termination Event;

means any change to:

“Change”

- (A) the Statement of Requirements;
- (B) the Service Provider Solution;
- (C) the LCHS Assets;
- (D) the Service Systems;
- (E) the Sites;
- (F) the Premises;
- (G) the Merchant Acquirer and Merchant Acquirer Services;
- (H) the Services; or
- (I) any of the terms of this Agreement;

“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 26.6 or Clause

“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 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;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“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 Regulation 45J the Utilities Contracts Regulations 2006;
“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 Party relying on the Force Majeure Event (“ 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:

- (a) 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;
- (b) 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;
- (c) 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);
- (d) 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;
- (e) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (f) 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”	a basic hourly wage of £9.40 (before tax, other deductions and any increase for overtime) but as is updated from time to time and notified to the Service Provider.
“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;
“Service Provider Premises”	means the premises, property and other accommodation from which the Service Provider conducts provision of the Services from time to time;
“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”	if a court determines that one or more of the circumstances described in regulation 73(1) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25 has occurred;
“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;
“Service Recipient”	means the recipients and users of the Services that form part of and are to be carried out under this Agreement;
“Services”	<p>(a) subject to Clause 26.6 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 31; and</p> <p>(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;</p>
“Statement of Requirements”	the specification and other requirements set out in Schedule 3;
“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;
“TfL Personnel”	means employees of members of the TfL Group and their agents, representatives, consultants and sub-contractors, including TfL;
“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 26.

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 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.
- 3.5 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.

4. 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.**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 17, 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 grant consent 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 subcontract, 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; and

- 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.

9.3 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 26.1.4.

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 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 and 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 of 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 acknowledges that where the Authority is the GLA, the GLA is under a duty under section 404(2) of the Greater London Authority Act 1999 and where the Authority is TfL, TfL is under a duty by virtue of a direction under section 155 of the Greater London Authority Act 1999 in respect of section 404(2) of that Act to have due regard to the need 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,

and in providing the Services, the Service Provider shall assist and co-operate with the Authority where possible to enable the Authority to satisfy its duty;

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 Condition 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 co-operate 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, shall 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.

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.

13. **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.

14. **Equipment**

14.1 Risk in:

- 14.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and
- 14.1.2 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.

- 14.2 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.

15. **Quality and Best Value**

- 15.1 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.

- 15.2 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.

16. **Records, Audit and Inspection**

- 16.1 The Service Provider shall, and shall procure that its sub-contractors shall:

16.1.1 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

16.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in section 1(1) of the Data Protection Act 1998) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").

- 16.2 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.

17. **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.

18. Indemnity

- 18.1 Subject to Clause 18.2, 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).
- 18.2 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.

19. Insurance

- 19.1 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:
- 19.1.1 public liability to cover injury and loss to third parties;
 - 19.1.2 insurance to cover the loss or damage to any item related to the Services;
 - 19.1.3 product liability; and
 - 19.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 19.1.1 or, if applicable, the product liability insurance referred to in Clause 19.1.3. 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.
- 19.2 The insurance cover will be maintained with a reputable insurer.
- 19.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 19.1 and payment of all premiums due on each policy.

19.4 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 19.1 being or becoming void, voidable or unenforceable.

19.5 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.

20. **The Authority's Data**

20.1 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.

20.2 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.

21. **Intellectual Property Rights**

21.1 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.

21.2 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.

21.3 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.

21.4 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.

22. **Privacy and Data Protection**

22.1 The Service Provider shall comply with all of its obligations under the Data Protection Act 1998 and, if Processing Personal Data (as such terms are defined in section 1(1) of that Act) 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. **Confidentiality and Announcements**

23.1 Subject to Clause 24, the Service Provider will keep confidential:

- 23.1.1 the terms of this contract; and
 - 23.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 23.2 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 23.1.
- 23.3 The obligations on the Service Provider set out in Clause 23.1 will not apply to any Confidential Information:
 - 23.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 23);
 - 23.3.2 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
 - 23.3.3 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.
- 23.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 23.5 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.
- 23.6 The provisions of this Clause 23 will survive any termination of this Contract for a period of 6 years from termination.

24. **Freedom of Information and Transparency**

- 24.1 For the purposes of this Clause 24:
 - 24.1.1 **"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;
 - 24.1.2 **"Information"** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

- 24.1.3 **“Information Access Request”** means a request for any Information under the FOI Legislation.
- 24.2 The Service Provider acknowledges that the Authority:
- 24.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and
 - 24.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.
- 24.3 Without prejudice to the generality of Clause 24.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:
- 24.3.1 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
 - 24.3.2 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.
- 24.4 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.
- 24.5 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.
- 24.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 23.1 and Clause 24, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 24.7 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.
- 24.8 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 24.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

25. **Dispute Resolution**

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 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.
- 25.5 Where a dispute is referred to mediation under Clause 25.3, 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.
- 25.6 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.
- 25.7 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 40.
- 25.8 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 25.
- 25.9 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 25 and Clause 25 shall not apply in respect of any circumstances where such remedies are sought.

26. **Breach and Termination of Contract**

- 26.1 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:

- 26.1.1 In addition and without prejudice to Clauses 26.1.2 to 26.1.6 (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;
 - 26.1.2 the Service Provider is subject to an Insolvency Event;
 - 26.1.3 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;
 - 26.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;
 - 26.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or
 - 26.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015.
- 26.2 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 26.2 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.
- 26.3 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 26.3 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.
- 26.4 Without prejudice to the Authority's right to terminate the Contract under Clause 26.1 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 26.4 may be disapplied by notice to that effect in Schedule 1.

- 26.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 26.1, 26.4 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 28.
- 26.6 To the extent that the Authority has a right to terminate the Contract under this Clause 26 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.

27. Consequences of Termination or Expiry

- 27.1 Notwithstanding the provisions of Clause 23, 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 the Contract. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.
- 27.2 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.
- 27.3 Upon expiry or termination of the Contract (howsoever caused):
- 27.3.1 the Service Provider shall, at no further cost to the Authority:
- 27.3.1.1 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
- 27.3.1.2 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.
- 27.3.2 the Authority shall (subject to Clauses 17, 27.1 and 27.4 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.

- 27.4 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 26.4) 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.

28. Declaration of Ineffectiveness and Public Procurement Termination Event

- 28.1 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 27 and Clauses 28.1 to 28.5 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 27 and this Clauses 28.1 to 28.5 (inclusive) or the Cessation Plan, the provisions of this Clauses 28.1 to 28.5 (inclusive) and the Cessation Plan shall prevail.

- 28.2 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.

- 28.3 As from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness, 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:

28.3.1 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

28.3.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 28.1 to 28.5 (inclusive) and to give effect to the terms of the Declaration of Ineffectiveness.

- 28.4 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

- 28.5 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 Clauses 28.1 to 28.5 (inclusive).

- 28.6 Without prejudice to the Authority's rights of termination implied into the Contract by regulation 73(3) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25, in the event of a Public Procurement Termination Event, TfL shall promptly notify the Service Provider and the Parties agree that the provisions of Clause 27 and these Clauses 28.6 to 28.10 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between the provisions of Clause 27 and these Clauses 28.6 to 28.10 or the Cessation Plan, the provisions of these Clauses 28.6 to 28.10 and the Cessation Plan shall prevail.
- 28.7 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event.
- 28.8 As from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, TfL shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 28.8.1 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 Event; and
- 28.8.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,
- in accordance with the provisions of these Clauses 28.6 to 28.10 (inclusive) and to give effect to the terms of the Public Procurement Termination Event.
- 28.9 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 28.10 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 Agreement 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 these Clauses 28.6 to 28.10 (inclusive)

29. **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, 14, 16-20 (inclusive), 21.2, 22-25 (inclusive), 27, 29-31 (inclusive), 33-40 (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.

30. Rights of Third Parties

30.1 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.

30.2 Notwithstanding Clause 30.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

31. Contract Variation

Save where the Authority may require an amendment to the Services, the Contract may only be varied or amended with the written agreement of both Parties. 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 Schedule 9 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

32. Novation

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

32.2 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.

32.3 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.

33. 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 35. 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.

34. 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.

35. 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.

36. Entire Agreement

36.1 Subject to Clause 36.2:

36.1.1 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

36.1.2 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.

36.2 Nothing in this Clause 36 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

37. 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.

38. **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.

39. **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.

40. **Governing Law**

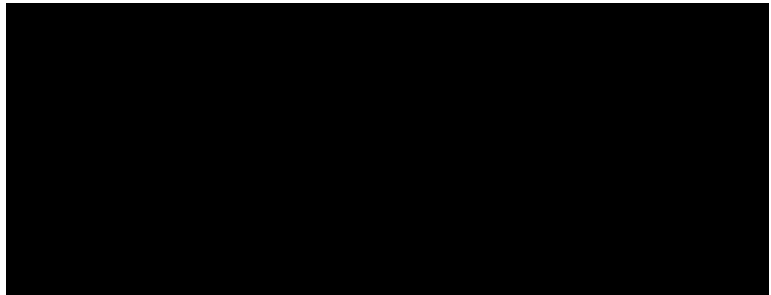
The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 25, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right 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 Authority



Signed by
for and on behalf of
the **Service Provider**



SCHEDULE 1 - KEY CONTRACT INFORMATION

1. **Contract Reference Number:** tfl_scp_001589
2. **Name of Service Provider:** AVR Group Limited
3. **Commencement:**
 - (a) **Contract Commencement Date:** 12 June 2017
 - (b) **Service Commencement Date:** 12 June 2017

4. **Duration/Expiry Date:**

This Contract will be deemed to come into force on the Service Commencement Date and shall, subject to:

- i. extension pursuant to Schedule 2 (Special conditions of Contract)
- ii. termination in accordance with the Contract

continue until midnight on the date two (2) years following the Service Commencement Date (the "Initial Term").

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

Clause 5.1

The payment period shall be monthly.

Clause 5.2

This is an example of a electronic invoice format to be used by the Service Provider.

Invoice Example				
TfL		Invoice Date:		20/07/2006
Address		Invoice Number:		XXXXXX
		Authority Purchase		
		Order Ref:		TfL XXX
Schedule of Service				
Number of Active Users				
Charges [Example]				
Reference – Schedule 1				
Monthly Operational Charges				
Period	Fro	01/06/2006	T	30/06/2006

m: 6 o:

	Amount £ Sterling	Amount £ Sterling
Monthly Operational Charges	£ 3,000.00	
Other Costs (To Be Specified)		
Adjustments		£ 3,000.00
Total Service Charges for the Month Excluding VAT		£ 3,000.00
Total VAT		£ 600,00
Total Amount Payable		£ 3,600

Clause 5.4

Where no alternative is listed, payment must be made within 30 days of receipt of invoices.

6. Address where invoices shall be sent:

Transport for London
Accounts Payable
PO Box 45276
First Floor
Pier Walk
London
SE10 1AJ

7. Time for payment where not 30 days (see Clause 5.4):
N/A

8. Details of the Authority's Contract Manager

Name: Emma Thomas

Address: [REDACTED]

Tel: [REDACTED]

Email: [REDACTED]

9. Details of the Authority's Procurement Manager

Name: Hannah Mills

Address: [REDACTED]

Tel: [REDACTED]

Email: [REDACTED]

10. Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility
[REDACTED]	[REDACTED]	Contracts
[REDACTED]	[REDACTED]	Operational

11. Notice period in accordance with Clause 26.4 (termination without cause):
90 days unless an alternative is listed here.

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

For the Authority:

Transport for London

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

For the attention of Hannah Mills

For the Service Provider:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

For the attention of [REDACTED]

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

Any training required for the delivery of the Services in accordance with Schedule 3 - Statement of Requirements. Training will be required for TfL staff in order for the Service Provider to deliver the Services and for TfL staff to use the Services including Lone Worker Devices. It is expected training will be on a train the trainer basis.

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

Contract Options

1. The Authority has an option, exercisable at its sole discretion, to extend the duration of the Contract for a further period or periods up to a total of three years by notice in writing to the Service Provider provided that such notice is served at least one month prior to the expiry of the initial duration of the Contract or the expiry of any previous extension, if later.
2. The Authority has an option, exercisable at its sole discretion, to require the Service Provider to deliver requirement LW.6.1.1 as set out in Schedule 3 (Statement of Requirements), by giving notice in writing to the Service Provider, provided that such notice is served at least one month in advance.

Charging for this option is set out in Schedule 4 (Charging) in Table 2 – Request for Price: Real Time Feed of Device Location.

The authority shall have the ability to cease this contract option to deliver requirement LW.6.1.1 by notice in writing to the Service Provider of one month. The charges as set out in Schedule 4 (Charging) in Table 2 – Request for Price: Real Time Feed of Device Location shall not be payable from the date that the option ceases to apply, following such notice being provided by the Authority to the Service Provider.

SCHEDULE 3 – STATEMENT OF REQUIREMENTS

DEFINITIONS

In the Contract unless the context indicates otherwise the following expressions shall have the following meanings:

“Alarm Receiving Centre (ARC)”	means the centre that receives a Distress Call that have been made from a Lone Worker Device and takes suitable action as set out in the Statement of Requirements;
“Data Controller”	means the person who (either alone or with others) controls the contents and use of personal data;
“Data”	means data (including Personal Data, TfL Data and TfL employee records), text, drawings, diagrams, maps, process models, forecast volumes, photographic images, sounds or call recordings (together with any database made up of any of the foregoing), which are embodied in any electronic or tangible medium which is: (a) produced pursuant to this Contract; and/or (b) created, processed and/or used by the service systems;
“Distress Call”	means a phone call triggered by a TfL employee who upon pressing the panic button on a Lone Worker Device, sends an immediate distress signal to an ARC that is received by staff working in an ARC;
“Documentation”	means the instructional and/or operational manuals relating to the provision of the Services and service systems and any other documentation which is to be developed by the Service Provider in accordance with this Contract;
“Lone Worker Device”	means the device to be carried by lone workers that enables the Lone Worker Protection Services;
“Lone Worker Protection Service”	means the Services to be provided in accordance with this Agreement that enables TfL staff that work in high risk roles, ‘lone workers’, to have an emergency call out service available that provides safety and

	protection services;
“Personal Data”	has the meaning given to it by section (1) of the Data Protection Act.
“TfL Staff”	means all TfL employees, contractors, and authorised representatives.

STATEMENT OF REQUIREMENTS

This Schedule 3 sets out the requirements that the Service Provider must meet.

This document should be read in conjunction with other component documents of the Agreement as these play an integral part in understanding the requirements.

The structure and layout of this document is ordered into sections. Each section has a heading with an introductory statement. This is followed by sub-headings containing requirements. Each requirement has two rows containing the following information (see example of layout of Statement of Requirements):

- *Requirement Reference ID;*
- *Requirement Type: Mandatory/ Request for Price (RFP); and*
- *Requirement Detail.*

Example of Layout of Statement of Requirements

1. LW.1.1.1		Mandatory
Individual requirements are located from here onwards.		

The Requirement Reference is an ID for a requirement made up of two (2) letters and three (3) numbers. The letters indicate the Statement of Requirements to which this requirement relates to (e.g. LW = Lone Worker Services Agreement). The first number relates to the section number, the second number relates to the sub-section and the third number relates to the requirement number within that sub-section.

The Service Provider shall ensure that a mandatory requirement is met.

1. STANDARDS, WORKING PRACTICES AND PRINCIPLES

This section covers the generic requirements applicable to the Service Provider in relation to working practices and principles.

1.1. General

LW.1.1.1		Mandatory
The Service Provider shall develop and comply with all standards, policies, processes, procedures, and measures requested by TfL during the Term of the Agreement and any changes to these standards, policies, processes, procedures and measures shall be managed in accordance with Schedule 9 (Form For Variation).		

LW.1.1.2.		Mandatory
The Service Provider shall in the performance of its obligations under this Agreement, support TfL in complying with all obligations in relation to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, as may be amended or superseded by equivalent legislation from time to time.		

LW.1.1.3.		Mandatory
The Service Provider shall, and any sub contractors shall, in the performance of its obligations under this Agreement comply with all obligations in relation to the Data Protection Act 1998 as may be amended or superseded by equivalent legislation from time to time.		

LW.1.1.4		Mandatory
<p>The Service Provider shall abide by applicable legislation and regulations, including, but not limited to, the following, and such other applicable legislation and regulations that may amend or supersede the same from time to time:</p> <p>a) Health and Safety at Work Act 1974; and</p> <p>b) Electricity at Work Regulations 1989.</p>		

LW.1.1.5.		Mandatory
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The Service Provider shall adhere to the standards and working practices of internationally recognised organisations as referenced in Section 1 (*Organisations*) and Section 2 (*Standards*) below, or, where such standards and working practices have been amended and/or superseded, by the latest revisions or superseding standards and working practices, or any standard which is generally recognised as being equivalent to it.

Section 1 - Organisations

BSI British Standards Institution

TfL Transport for London

Section 2 – Standards

Certification to one or more of the standards relating to an ARC, these are BS 5979 and BS 8591 - the ARC standard.

Certification to BS 8484 – the Lone Worker standard.

CPNI SCADA - Centre for the Protection of National Infrastructure Security Guidance

SANS20 - Critical Security Controls

2. LONE WORKER PROTECTION SERVICE

TfL currently deploy 1000+ staff carrying out on-street enforcement activities including revenue protection, road traffic enforcement and incident response. Staff employed in the field can be subject to high levels of risk. TfL require that staff can initiate a Distress Call (panic call) that is routed to an Alarm Response Centre (ARC) which will be capable of despatching immediate emergency service assistance should this be required.

At present TfL has approximately 350 members of staff who will require Lone Worker Devices. At Operational Commencement TfL will require 250 Lone Worker Devices and an additional 100 Lone Worker Devices during the first month, to reach a total volume of 350 Lone Worker Devices in use within the first month of the contract being operational.

It is anticipated that TfL will require a greater volume of Lone Worker Devices, potentially in excess of 1000 devices to be issued to staff, over the Term of the contract. Note that additional Lone Worker Devices will be requested as required by TfL.

The following section covers requirements applicable to the Lone Worker Protection Service.

2.1. The Service

LW.2.1.1.		Mandatory
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The Service Provider shall provide Lone Worker Protection Services to TfL in accordance with Appendix 1 – Lone Worker Device of Schedule 3 (Statement of Requirements).

LW.2.1.2.		Mandatory
The Service Provider shall ensure that the Lone Worker Protection Services are available twenty-four (24) hours a day, seven (7) days per week, three hundred and sixty-five (365) days a year, such timings will be the “Core Hours” for the Service.		

LW.2.1.3.		Mandatory
The Service Provider shall provide an Alarm Receiving Centre (ARC) which is certified to BS 5979 and or BS 8591.		

LW.2.1.4.		Mandatory
The Service Provider shall ensure that the ARC is staffed twenty four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, such timings will be the Core Hours for the Service.		

LW.2.1.5.		Mandatory
The Service Provider shall ensure that all operational staff within the ARC have been Disclosure and Barring Service (DBS) checked.		

LW.2.1.6.		Mandatory
The Service Provider shall provide TfL Staff with Lone Worker Devices which are certified to BS 8484.		

LW.2.1.7.		Mandatory
The Service Provider shall ensure the Lone Worker Devices are connected to mobile network services throughout all areas patrolled by TfL Staff.		

LW.2.1.8.		Mandatory
The Service Provider shall ensure the Lone Worker Devices continuously transmit their current geographical position (latitude and longitude) to the ARC at a configurable frequency.		

LW.2.1.9.		Mandatory
The Service Provider shall ensure that the Lone Worker Devices are equipped with a panic button that when pressed will rapidly transmit the Lone Worker Device's current geographical position (latitude and longitude) to the ARC at a configurable frequency.		
LW.2.1.10.		Mandatory
The Service Provider shall ensure that Lone Worker Devices are equipped with a panic button that when pressed will send an immediate distress signal to the ARC and open a 2 way call between the Lone Worker Device and the ARC, such calls shall be referred to as a Distress Call.		
LW.2.1.11.		Mandatory
The Service Provider shall ensure that the panic button the Lone Worker Devices are equipped with, provide a one touch activation and are suitably designed to avoid false activations.		
LW.2.1.12.		Mandatory
The Service Provider shall ensure that the Lone Worker Device will have 2 way conversation capabilities.		
LW.2.1.13.		Mandatory
The Service Provider shall provide its call handling procedure to TfL for assurance and when assured comply with such procedure.		
LW.2.1.14.		Mandatory
The Service Provider shall ensure that the ARC answers the Distress Call within ten (10) seconds.		
LW.2.1.15.		Mandatory
The Service Provider shall ensure that any Distress Call shall be handled by two (2) staff, one for interacting with the worker and one for making immediate contact with the emergency services if required.		
LW.2.1.16.		Mandatory
The Service Provider shall have direct access to the emergency service dispatch without requiring the use of the 999 emergency services.		

LW.2.1.17.		Mandatory
The Service Provider shall, when deemed necessary, select the appropriate emergency service based on the location of the worker that has pressed the panic button on their device and the type of incident.		

LW.2.1.18.		Mandatory
The Service Provider shall ensure that all Distress Calls are recorded for evidential purposes and are archived for a period of 12 months or as instructed by TfL.		

LW.2.1.19.		Mandatory
The Service Provider shall allow TfL access to all recordings at all times and within the time specified by TfL.		

LW.2.1.20.		Mandatory
<p>The Service Provider shall create staff profiles for TfL Staff. TfL Staff profiles shall contain, but not be limited to, the following details;</p> <ul style="list-style-type: none"> • Name; • Job Title; • Team; • Collar / Shoulder Number; and • Unique Identifier to be provided by the Service Provider. 		

LW.2.1.21.		Mandatory
The Service Provider shall assign TfL Staff profiles to the Lone Worker Devices provided to TfL.		

LW.2.1.22.		Mandatory
The Service Provider shall allow TfL to create and modify TfL Staff profiles.		

LW.2.1.23.		Mandatory
The Service Provider shall allow TfL to assign TfL Staff profiles to the Lone Worker Devices provided to TfL.		
LW.2.1.24.		Mandatory
<p>The Service Provider shall send TfL a feed of the location (latitude and longitude) of all Lone Worker Devices in use. Such feed shall be provided to TfL at a minimum frequency of every five (5) minutes.</p> <p>The frequency of the data feed shall be configurable, subject to agreement by TfL and the Service Provider.</p>		
LW.2.1.25.		Mandatory
The Service Provider shall be able to view the location of all devices issued to TfL on a map.		
LW.2.1.26.		Mandatory
The Service Provider shall provide authorised TfL Staff with portal access to be able to view the location of all TfL devices/Staff on a map.		
LW.2.1.27.		Mandatory
The Service Provider shall ensure that the Lone Worker devices are sufficiently ruggedised to reliably operate in adverse weather conditions and situations.		
LW.2.1.28.		Mandatory
The Service Provider shall ensure that the Lone Worker devices can be charged without having to remove the battery and that the battery life of the Lone Worker device is sufficient to operate over not less than a 12 hour period.		
LW.2.1.29.		Mandatory
The Service Provider shall replace Lone Worker Devices by 11:59pm of the following Business Day from notification by TfL, where a Business Day is any day excluding Saturdays, Sundays or public or bank holidays in England, at no cost to TfL.		

3. DATA

This section covers those requirements applicable to the Service Provider in relation to Data.

3.1. Data Integrity

LW.3.1.1		Mandatory
The Service Provider shall develop and comply with processes and techniques that ensure that the transmission of any Data over a public network is secure in accordance with Schedule 8 (Security Management) and shall submit such processes and techniques to TfL for assurance prior to implementation.		

3.2. Data Security

LW.3.2.1.		Mandatory
The Service Provider shall ensure that TfL Staff data is treated as Personal Data, as defined by the Data Protection Act 1998, as may be amended or superseded by equivalent legislation from time to time.		

LW.3.2.2.		Mandatory
The Service Provider shall ensure that all transfers of Data are secure, including those using removable media, and shall explicitly prevent the unauthorised use of removable media by its agents, employees, contractors and other persons with access to equipment in accordance to Schedule 8 (Security Management).		

LW.3.2.3.		Mandatory
The Service Provider shall store and process all Personal Data within the European Economic Area (EEA). The storing and processing of Personal Data outside of the EEA is prohibited. For avoidance of doubt, processing shall include (but is not limited to) the ability to read the Data.		

LW.3.2.4.		Mandatory
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The Service Provider shall immediately escalate and report all Incidents relating to unauthorised and unlawful Processing of, accidental loss of, alteration, destruction and damage to Personal Data to TfL in accordance with Schedule 8 (Security Management) and this Schedule 2.

LW.3.2.5.		Mandatory
The Service Provider, and any sub contractor shall handle any information, including personal information, according to the classification given to it by TfL under the TfL Information Security Classification Standard as set out in Schedule 11 (TfL Policies), and as may be amended from time to time.		

LW.3.2.6.		Mandatory
The Service Provider shall notify TfL prior to any changes to any processes and activities (including locations where they may be undertaken) that will require TfL to update its notification on the Information Commissioner's register of Data Controllers.		

LW.3.2.7.		Mandatory
The Service Provider shall ensure that controls are in place to prevent the copying, reproduction and removal of Data from the ARC except to the extent necessary to provide the Services in accordance with Schedule 8 (<i>Security Management</i>).		

LW.3.2.8.		Mandatory
The Service Provider shall ensure that all Service Provider's Personnel (including any sub-contractors) who can and/or do access personal data are suitably trained in relation to the obligations to protect Personal Data in accordance with the Data Protection Act (or equivalent legislation) and shall ensure that such training is updated at reasonable intervals.		

LW.3.2.9.		Mandatory
The Service Provider shall take reasonable steps to ensure the reliability and integrity of Personnel (including those of any sub contractor) having access to Personal Data Processed under this Agreement.		

3.3. Data Protection Breaches

LW.3.3.1.		Mandatory
The Service Provider shall report any breach of Data Protection as soon as it becomes aware of the breach and in any event within 24 hours following the point at which the breach comes to the attention of the Service Provider or any of the Service Provider's Personnel.		

4. DOCUMENTATION

This section covers those requirements relating to Documentation.

4.1. General

LW.4.1.1.		Mandatory
The Service Provider shall provide any relevant Documentation to TfL in electronic format using an agreed method of transfer in either Microsoft Office (Word, Visio, Excel or PowerPoint) or PDF format as requested by TfL.		

LW.4.1.2.		Mandatory
The Service Provider shall provide technical Documentation relating to interfaces with TfL, Other Service Providers and Third Parties, and prospective Other Service Providers and Third Parties as specified by TfL.		

LW.4.1.3.		Mandatory
The Service Provider shall ensure that the format and the content of the relevant interface Documentation is agreed with the Other Service Providers and third parties such that the same Documentation is used to verify, develop, and test the Interfaces.		

LW.4.1.4.		Mandatory
<p>The Service Provider shall provide operational process and procedure Documentation for all tasks to be undertaken by the Service Provider or its Sub-Contractors from the Service Commencement Date. This shall, without limitation comprise:</p> <ul style="list-style-type: none"> procedures for operation of the Services; 		

- procedures for maintenance and support of the Services; and
- references to relevant Lone Worker Device Documentation.

LW.4.1.5.		Mandatory
The Service Provider shall ensure that all Documentation to be delivered as defined by the Agreement is provided to TfL within any agreed timescales and is subject to assurance by TfL.		

LW.4.1.6.		Mandatory
The Service Provider shall ensure that in addition to the Documentation as specified in the Agreement, any further Documentation as TfL may reasonably request is produced and provided to TfL as required from time to time at no additional cost to TfL.		

5. REPORTING

This section covers those requirements applicable to the Service Provider in relation to reporting.

5.1. General

LW.5.1.1.		Mandatory
The Service Provider shall provide TfL with reports in accordance with Schedule 6 (Service Level Agreement) and Schedule 10 (Contract Management and Reporting).		

LW.5.1.2.		Mandatory
The Service Provider shall provide TfL with a Performance Indicator Report detailing the Service Provider's performance in respect of the Performance Indicators set out in Schedule 6 (Service Level Agreement) in accordance with Schedule 10 (Contract Management and Reporting).		

LW.5.1.3.		Mandatory
The Service Provider shall ensure that all reports created by the Service Provider are securely transferred.		

LW.5.1.4.		Mandatory
The Service Provider shall ensure that the Performance Indicator Reports are delivered to TfL prior to the eighth (8) Business Day of each calendar month, where a Business Day includes any day other than any Saturday, Sunday or public holiday in England.		

LW.5.1.5.		Mandatory
The Service Provider shall ensure that all new report requests are managed in accordance with Schedule 9 (Form For Variation).		

LW.5.1.6.		Mandatory
The Service Provider shall ensure that all reports provided and requests for ad hoc Data are provided in accordance with Schedule 6 (Service Level Agreement).		

6. REQUEST FOR PRICE

6.1. Request For Price

LW.6.1.1.		RFP
The Service Provider shall provide TfL with a real time feed of the location (latitude and longitude) of all Lone Worker Devices in use.		

SCHEDULE 3 – STATEMENT OF REQUIREMENTS

Appendix 1 – Lone Worker Device

1. Lone Worker Devices

- 1.1 The Service Provider shall provide TfL with Lone Worker Devices of the model Alertcom T4 device, or any superseding model subject to TfL approval.
- 1.2 The Service Provider shall ensure that Lone Worker Devices will be provided with all components, peripheral equipment and network service provisions that are needed to provide the Services as set out in Schedule 3 (Statement of Requirements) in full.
- 1.3 If a Lone Worker Device is deemed to be lost or damaged as a result of the TfL service user, TfL will be responsible for the cost of replacing the Lone Worker Device or relevant component. The charge for replacing a Lone Worker Device or component is set out in Schedule 4 (Charges). The Total Monthly Monitoring Fee Per User will not be payable upon notification to the Service Provider that a Lone Worker Device is lost or damaged, until such Lone Worker Device is replaced.
- 1.4 If a Lone Worker Device is defective or not in accordance with Schedule 3 – Statement of Requirements or the Terms and Conditions of this Contract then AVR Group Limited shall promptly make good such defect or non-compliance or replace the relevant Lone Worker Device at its own cost. Any such replacement of a Lone Worker Device should be on a like for like basis whereby the Service Provider shall ensure that the defected Lone Worker Device is only replaced with the same product or an improved product, subject to TfL agreement.

2. Device Utilisation

- 2.1 The Lone Worker Devices can be transferred between registered Users at any time through functionality available in real-time through the Alertcom Online Device Management Portal.
- 2.2 The Lone Worker Devices can be un-assigned and returned to a pool of un-assigned Devices, at any time through functionality available in real-time through the Alertcom Online Device Management Portal.
- 2.3 At TfL's sole discretion and for the duration of the Contract, the quantity of Lone Worker Devices can be increased or decreased at any time without limitation or penalty to TfL. In respect of any Lone Worker Devices that have been returned to the Service Provider in accordance with the process to be agreed by the Parties, the charges as set out in Schedule 4 (Charges) will no longer be payable from the date the Lone Worker Device is returned.

SCHEDULE 4 – CHARGES

Pricing Template

All charges are to be shown excluding VAT

Table 1 – Total Monthly Monitoring Fee Per User

Service	Monthly Fee
Monthly Monitoring Fee Per User	
Portal Access Fee Per User	
Total Monthly Fee Per User*	

*Note that bidders should incorporate any other fees for example implementation costs, that are not stated in the table above, into the Monthly Monitoring Fee Per User and Portal Access Fee Per User.

The Total Monthly Monitoring Fee Per User is a cost per Lone Worker Device on a monthly basis.

Table 2 – Request for Price: Real Time Feed of Device Location

Request For Price	Monthly Fee
Requirement LW.6.1.1 - Real Time Feed of Device Location**	

The charge for the RFP is a monthly fee per Lone Worker Device.

Part Month Charging

In the instance where a Lone Worker Device is issued to TfL or returned to the Service Provider during a charging month, TfL will be charged on a pro-rata basis for that Lone Worker Device, which will be calculated so that the Total Monthly Monitoring Fee Per User will be proportionate to the number of days of the respective charging month that the Lone Worker Device is in use by TfL.

Table 3 – Optional Extras

A horizontal bar chart with 10 rows of blacked-out data. The bars vary in length, with the 9th row being the longest and the 8th row being the shortest.

Replacement of Lost or Damaged Lone Worker Devices

In the instance where TfL is required to purchase a Lone Worker Device for the circumstances set out in Paragraph 1.3 of Appendix 1 to Schedule 3 (Statement of Requirements), the charge for a 'Replacement Alertcom device' as stated in Table 3 will apply.

SCHEDULE 5 - PROJECT PLAN (Not Used)

SCHEDULE 6 – SERVICE LEVEL AGREEMENT

1. DEFINITIONS

In the Contract unless the context indicates otherwise the following expressions shall have the following meanings:

“Acceptable Service Level”	has the meaning set out in paragraph 4.5 of this Schedule 6 (Service Level Agreement);
“Business Day”	means any day other than any Saturday, Sunday or public holiday in England;
“Core Hours”	means the hours the Service should be fully operational, these are twenty-four (24) hours a day, seven (7) days per week, three hundred and sixty-five (365) days a year;
“Month”	means the payment period used for this Contract as set out in Schedule 1 (Key Contract Information);
“Performance Indicator or” “PI”	means an indicator of the Service Provider's performance against which Service Levels and Service Failure Points will be applied in accordance with this Schedule 6 (Service Level Agreement);
“Performance Indicator Report”	<p>means the reports to be prepared by the Service Provider in accordance with paragraph 7 (Performance Indicator Reporting) of Schedule 10 (Contract Management and Reporting) and which shall include:</p> <p>(A) a summary of the Service Provider's performance against the Service Levels;</p> <p>(B) details of any breach by the Service Provider of the Service Levels or any underperformance;</p>

	<p>(C) Service Failure Deduction calculations;</p> <p>(D) all transactions that have been excluded from the Service Failure Deduction calculation based on the exceptions listed against each Performance Indicator in Schedule 6 (Service Level Agreement); and</p> <p>(E) an indication of any transactions that TTL has agreed to omit and have therefore been excluded from or override the Service Failure Deduction calculation;</p>
“Service Level”	means the level of performance to be achieved by the Service Provider in the provision of the Services, as set out in this Schedule 6 (Service Level Agreement);
“Service Failure Deductions”	means a reduction to the Monthly Operational Charges as specified in and calculated in accordance with the provisions of Schedule 6 (Service Level Agreement).

2. PERFORMANCE MANAGEMENT REGIME OBJECTIVES

- 2.1 The objective of the performance management regime is to encourage the Service Provider to meet the Service Levels by measuring performance against a range of Performance Indicators.
- 2.2 The Performance Indicators have been selected to reflect areas of the Services which are essential in order to deliver an acceptable level of service performance, and to minimise the level of safety and security risk that TfL staff are exposed to.
- 2.3 Service failure points (“Service Failure Points”) have been set for each performance measure, to reflect the relative impact of failure to meet the Acceptable Service Level for the performance measure.

3. **PERFORMANCE MANAGEMENT REGIME OVERVIEW**

- 3.1 The performance management regime consists of the Performance Indicators, the start and end points for assessment of the Performance Indicators (where appropriate), the level of service required and the Service Failure Points to be accrued if the required levels of service performance are not met as set out in this Schedule 6 ("**Performance Management Regime**").

4. **PERFORMANCE INDICATOR TABLE**

- 4.1 The table in Annex 1 to this Schedule sets out the start and end points for assessment of Performance Indicators, the level of service required and the Service Failure Points to be accrued if the required levels of service performance are not met (the "Performance Indicator Table").
- 4.2 The 'Performance Indicator Title' column in the Performance Indicator Table gives the name of the various Performance Indicators on which the performance of the Service Provider shall be measured, tracked and rewarded or against which Service Failure Points shall accrue.
- 4.3 The 'Start Point' column in the Performance Indicator Table details the point from which the Performance Indicator shall start to accrue the Service Failure Points (the "Start Point").
- 4.4 The 'End Point' column in the Performance Indicator Table details the point at which the relevant Performance Indicator ceases to be subject to Service Failure Points (the "End Point").
- 4.5 The 'Acceptable Service Level' column in the Performance Indicator Table specifies the range of operational performance for the Performance Indicator that is expected of the Service Provider (each an "Acceptable Service Level") for which no Service Failure Points shall accrue.
- 4.6 Failure to meet the Acceptable Service Level shall result in the Service Provider accumulating Service Failure Points as detailed in the Performance Indicator Table. The number of Service Failure Points accumulated shall depend on the extent to which the Service Provider has failed to meet the Acceptable Service Level for each Performance Indicator. For each Performance Indicator there are three (3) bands of Service Failure Points.
- 4.7 The 'Band 1' column in the Performance Indicator Table indicates the range of performance for the first Band below the Acceptable Service Level and the associated level of Service Failure Points which shall accrue. For each instance of the Service Provider's performance for a Performance Indicator falling within 'Band 1' the Service Provider will accrue an amount of Service Failure Points equal to the Band 1 Service Failure Points.

4.8 The 'Band 2' column in the Performance Indicator Table indicates the range of performance for the second Band below the Acceptable Service Level and the associated level of Service Failure Points which shall accrue. The bands of Service Failure Points operate cumulatively so that for each instance of the Service Provider's performance for a Performance Indicator falling within 'Band 2', the Service Provider will accrue an amount of Service Failure Points equal to:

- (A) the Band 1 Service Failure Points for that Performance Indicator; plus
- (B) the Band 2 Service Failure Points for that Performance Indicator.

4.9 The 'Band 3' column in the Performance Indicator Table indicates the range of performance for the third band below the Acceptable Service Level and the associated level of Service Failure Points which shall accrue. The bands of Service Failure Points operate cumulatively so that for each instance of the Service Provider's performance for a Performance Indicator falling within 'Band 3', the Service Provider will accrue an amount of Service Failure Points equal to:

- (A) the Band 1 Service Failure Points for that Performance Indicator; plus
- (B) the Band 2 Service Failure Points for that Performance Indicator; plus
- (C) the Band 3 Service Failure Points for that Performance Indicator.

5. **CALCULATION OF SERVICE FAILURE DEDUCTIONS**

5.1 The Service Level achieved for each Performance Indicator must be calculated to one (1) decimal place.

5.2 Service Failure Points shall be totalled for all Performance Indicators at the end of each month and the corresponding Service Failure Deductions shall be calculated as follows:

$$X = Y \text{ multiplied by } Z$$

Where:

X = the monetary value of Service Failure Deductions to be deducted from the Charges for the then current month.

Y = the aggregate Service Failure Points accrued in a particular month for all Performance Indicators, in accordance with this Schedule 6.

Z = the value of each Service Failure Point (the "**Service Failure Point Value**"), which at the date of this Agreement is one pound Sterling (£1)

per Service Failure Point.

5.3 The value of the Service Failure Deductions calculated as due in accordance with paragraph 5.2 shall be deducted from the monthly Charges and shall be included as a separate line in the relevant invoice. The Service Provider shall include with such invoice full details of how the value of the Service Failure Deductions has been calculated.

5.4 The value of the Service Failure Deductions shall be capped each month at an amount equivalent to twenty per cent (20%) of the Charges for that month ("**Service Failure Deduction Cap**").

6. **PERFORMANCE MONITORING**

6.1 The Service Provider shall be responsible for ensuring that all Data required to accurately produce Performance Indicator Reports is provided. Any absence of Data from reports may, at TfL's discretion, be deemed a maximum accrual of Service Failure Points for all Performance Indicators which are affected. In such cases, where the Service Provider believes there are mitigating circumstances, the Service Provider may present to TfL reasons why this Data is unavailable, what actions shall be taken to ensure it shall be available in future, and provide evidence that the Services were not adversely affected during the period of lost Data. TfL may, at its absolute discretion and without prejudice to its other rights under this Agreement, consider all such presentations and may, at its absolute discretion, elect to waive all or part of the Service Failure Points accrued due to the absence of Data

6.2 The Service Provider shall accurately document all processes for the identification of performance against the Performance Indicators in accordance with Schedule 10 (Contract Management and Reporting).

6.3 The Service Provider's performance in meeting the Service Levels in respect of each Performance Indicator shall be reported, monitored and assessed monthly in accordance with Schedule 10 (Contract Management and Reporting).

6.4 The Service Provider shall diligently seek to perform and complete each action which is subject to the Performance Management Regime, regardless of any accruals of Service Failure Points in respect of such action.

6.5 The provisions of Clause 25 (Force Majeure) shall, provided the Service Provider fully complies with its obligations thereunder, apply to the Performance Measures directly affected by Force Majeure Events.

7. **VERIFICATION OF SERVICE PROVIDER'S PERFORMANCE**

7.1 If, as part of a Performance Indicator Report verification exercise carried out by TfL it is found that the Service Provider's performance is lower than that reported in the

relevant Performance Indicator Report, and the Service Provider has not met one or more of the Acceptable Service Levels, then:

- (A) the performance level for the month shall be adjusted accordingly;
- (B) the level of Service Failure Points which would have accrued shall be calculated and;
 - (1) the difference between this figure and the amount of Service Failure Points actually applied shall be calculated and;
 - (2) any corresponding Service Failure Deductions (if any) shall be;
 - (a) added to the Service Failure Deductions due; and
 - (b) applied to the Charges for the then current month; and
- (C) the Service Provider shall credit against the Charges an amount equal to:
 - (1) the value of the sum calculated in accordance with paragraph 7.1(B) above;
 - (2) the interest on the aggregate, calculated at the interest rate, from the end of the relevant month to the date of the invoice for the current month,

which amount shall be deemed to be, and treated as, a Service Failure Deduction.

- 7.2 The Service Provider shall measure and provide to TfL all supporting Data used in the calculation of the Performance Indicator Reports and provide to TfL such other Data as is reasonably required by TfL for the purposes of monitoring the performance of the Service Provider in meeting the Service Levels and Performance Indicators.

8. ACCEPTABLE SERVICE LEVELS

- 8.1 The Service Provider shall adhere to the Acceptable Service Levels as set out in Table 1. Service Levels will apply for the duration of the Core Hours.

Table 1: Acceptable Service Levels

	PI Name	Acceptable Service Level
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PI 1	Timely, Complete and Correct Provision of Reports	Reports and data submitted to TfL on time and complete.
PI 2	ARC Availability	ARC to be available for receiving calls from a Lone Worker Device during Core Hours.
PI 3	Distress Call Answer Time	Each Distress Call made from a Lone Worker Device to be answered within ten (10) seconds.

9. CHANGES TO PERFORMANCE INDICATORS

- 9.1 TfL and the Service Provider may at any time request a change to any part or all of the performance measures set out in this Schedule 6 including, without limitation to the generality of the foregoing, to the Performance Indicators, the Severity Levels, the Acceptable Service Levels, the bands, the Service Failure Points, the Start Point and/or the End Point of a particular transaction measured against a Performance Indicator and/or the Service Failure Point Values. Any such amendments to the Performance Management Regime, including without limitation, to the Service Levels or Performance Indicators, shall be implemented in accordance with Schedule 9 (Form For Variation).

10. FURTHER DETAILS RELATING TO THE PERFORMANCE INDICATORS

- 10.1 The following clarifications and obligations on the Service Provider relate to the Performance Indicators referred to in Performance Indicator Table:
- 10.2 For any six (6) month period, if there are four (4) months in which two (2) or more Performance Indicators operate in Band 3 of the Performance Indicator Table, the Service Provider shall be regarded as being in persistent breach as described in Clause 27.1.1.
- 10.3 Where, in any two (2) consecutive months, the level of Service Failure Deductions applied exceeds twenty percent (20%) of the monthly Charges, the Service Provider shall be regarded as being in material breach as described in Clause 27.1.1.
- 10.4 The calculation of performance payments shall be subject to the provisions of this Schedule 6.

11. PERFORMANCE INDICATORS

11.1 Timely, Complete and Correct Provision of Reports (PI 1)

- 11.1.1 The Service Provider shall provide complete and correct reports in accordance with the timescales agreed under or in accordance with the Agreement or as otherwise expressly agreed in writing by the Parties, pre-defined reports, ad hoc queries and ad hoc Data requests when relating to the diagnosis, analysis or resolution of an issue with the System. The Service Provider and TfL acting reasonably shall agree the reports to be provided.
- 11.1.2 For recurring reports (e.g. daily, weekly, monthly), each instance of a report delivered on its due date shall be deemed to be a unique report. TfL shall determine the list of recurring reports against which this Performance Indicator shall be measured.
- 11.1.3 For the avoidance of doubt the number of allowed days late applies across all reports in the relevant month, there is not an allowance per report.
- 11.1.4 To the extent that the Service Provider provides a report late or incomplete as a direct result of the failure of TfL to provide information necessary to complete the report, such report shall not be included in the calculation for this Performance Indicator only for the period of delay in receiving such information from TfL. Any further or unrelated delay by the Service Provider in providing the report will be included in the calculation for this Performance Indicator.
- 11.1.5 The Start Point shall be the date and time a report is due or an error is identified.
- 11.1.6 The End Point shall be the date and time a report is delivered or corrected.
- 11.1.7 Where a report is delivered late, incomplete or inaccurate and remains so across more than one (1) consecutive reporting month, the Band to which further Business Days are attributed shall not be reset to Band 1 but shall continue to accumulate from the point at which it was calculated in the previous month, as illustrated in the following example:

(1) In June, only one report is overdue: "Report 1" was due on Monday 13th June, but is outstanding on Thursday 30th June and is, therefore, thirteen (13) Business Days late.

The Service Failure Points for each Business Day for June shall be calculated based on the following formula:

(5 x Band 1 Service Failure Points) + (3 x Band 2 Service Failure Points)

(a) Band 1: 6-10 Business Days late = 5 days

(b) Band 2: 11-20 Business Days late = 3 days

(2) In July, "Report 1" is delivered on Friday 15th July, a further eleven (11) Business Days late. The total Service Failure Points shall be calculated based on the following formula:

(a) Band 2: 11-20 Business Days late = 7 days

(b) Band 3: >20 Business Days late = 4 days

Service Failure Points will be allocated across Bands 1, 2 and 3 as shown above (without resetting the Bands by virtue of the total delay occurring across two months).

11.1.8 For the avoidance of doubt, the Service Failure Points accrued in relation to this Performance Indicator shall be deducted from the Charges in the month in which the Service Failure Points occurred.

11.1.9 This Performance Indicator shall be reported by the Service Provider to TfL on a monthly basis and such report shall contain details of all occurrences within that month where a report or any information or Data requirements are found to be:

(1) delivered later than the agreed time agreed with TfL.

(2) not in accordance with TfL's requirement for ad hoc reports; or

(3) incomplete in that it fails to contain all information required to comply with TfL's requirements for ad hoc reports.

(4) TfL will keep records of such occurrences which will be summarised and provided to the Service Provider. For the avoidance of doubt, the record logs provided by TfL will not be contractual documents but all items included on the record log, added during the month period (though not necessarily on the first day of the occurrence), shall be included in the calculation for PI 1.

11.2 **Alarm Response Centre (ARC) availability during Core Hours (PI 2)**

11.2.1 ARC availability for the purposes of the Performance Management Regime will be calculated by dividing the sum of the time in minutes during Core

Hours that each ARC was available over the month by the sum of the maximum time in minutes during Core Operational Hours that the ARC could be available over the month, expressed as a percentage. The ARC availability is defined as the amount of time that the ARC is able to receive a Distress Call from the Lone Worker device with the call being answered within ten (10) seconds;

11.2.2 The Start Point shall be 00:00:01 on the first day of the Month.

11.2.3 The End Point shall be 23:59:59 on the last day of the Month.

11.2.4 For the avoidance of doubt, the Service Failure Points accrued in relation to this Performance Indicator shall be deducted from the Charges in the month in which the Service Failure Points occurred.

11.2.5 This Performance Indicator shall be reported by the Service Provider to TfL on a monthly basis and such report shall contain details of all occurrences within that month where the ARC availability dropped below one hundred percent (100%), and :

- (1) For how long (in seconds) and when the ARC availability was below the Acceptable Service Level;
- (2) Reason why the ARC availability was below the Acceptable Service Level; and
- (3) Details of actions taken by the Service Provider to return to the Acceptable Service Level.

11.3 **Distress Call Answer Time (PI 3)**

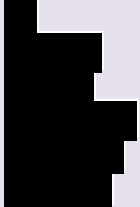
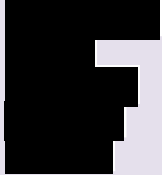
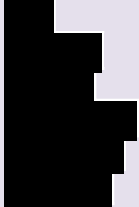
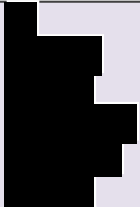
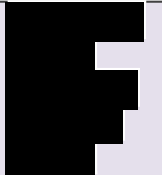
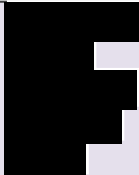
11.3.1 Distress Call Answer Time for the purposes of the Performance Management Regime will be calculated by dividing the sum of calls that are made on a Lone Worker Device to the ARC over the duration of a Month that are answered within ten (10) seconds, by the sum of calls made on a Lone Worker Device to the ARC over the duration of a Month, expressed as a percentage. The Distress Call Answer Time is defined as the time it takes staff in the ARC to answer a Distress Call that has been made from a Lone Worker Device;

11.3.2 The Start Point shall be 00:00:01 on the first day of the Month.

11.3.3 The End Point shall be 23:59:59 on the last day of the Month.

- 11.3.4 For the avoidance of doubt, the Service Failure Points accrued in relation to this Performance Indicator shall be deducted from the Charges in the month in which the Service Failure Points occurred.
- 11.3.5 This Performance Indicator shall be reported by the Service Provider to TfL on a monthly basis and such report shall contain details of all occurrences within that Month where the percentage of Distress Calls that are answered within ten (10) seconds drops below one hundred percent (100%), and :
- (1) For how long (in seconds) each instance was below the Acceptable Service Level;
 - (2) Reason for why the answer time for Distress Calls was below the Acceptable Service Level; and
 - (3) details of actions taken by the Service Provider to return to the Acceptable Service Level.

Annex 1 - Performance Indicator Table

Ref	Performance Indicator Name	Performance Indicator Description	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3
PI 1					0–5	6–10	11–20	>20
PI 1	Timely, Complete and Correct Provision of Reports	Late, inaccurate, incorrect and incomplete Data from the Service Provider in the form of Performance Indicator Reports, pre-defined reports, ad hoc query tool and ad hoc Data requests	Date and time report is due or error identified	Date and time Data and/or report is delivered or error corrected	0–5 Accumulated Business Days late per reporting period			
PI 2						<99.9%–99.0%	<99.9%–98.0%	Below 98.0%
PI 2	ARC Availability	The extent to which the ARC is available to receive calls during Core Hours.	00:00:01 Day 1 of the Month	23:59:59 Last Day 1 of the Month	100%			
PI 3						<99.9%–99.0%	<99.9%–98.0%	Below 98.0%

Ref	Performance Indicator Name	Performance Indicator Description	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3
P13	Distress Call Answer Time	The extent to which the the Arc answers calls within ten (10) seconds.	00:00:01 Day 1 of the Month	23:59:59 Last Day 1 of the Month	100%	[REDACTED]	[REDACTED]	[REDACTED]

SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS

1. DEFINITIONS

1.1 For the purposes of this Schedule 7, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Independent Report”	means an independent report by an individual or body: (a) whose organisation, systems and procedures conform to: (i) ISO Guide 65:1996 (EN 45011:1998); and (ii) general requirements for bodies operating product certification systems; and (b) who is accredited to audit against forest management standards by a national or international body whose organisation, systems and procedures conform to ISO Guide 61 General Requirements for Assessment and Accreditation of Certification Bodies;
“Method Statement”	means a document that details the way a work task or process is to be completed which outlines the hazards involved and includes a step by step guide on how complete the job safely;
“WEE Equipment”	means any Equipment which falls within the scope of the WEEE Regulations; and
“WEE Regulations”	means Waste Electrical and Electronic Equipment Regulations 2006 (as amended by the Waste Electrical and Electronic Equipment (Amendment) Regulations 2007).

2. ELECTRICAL AND ELECTRONIC EQUIPMENT REGULATIONS 2006 - WEE EQUIPMENT

2.1 When procuring any WEE Equipment for use in accordance with the Services whether by direct purchase by the Service Provider, purchase on behalf of TfL, 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:

1.1.1 all Waste Electrical and Electronic Equipment arising from the WEE Equipment; and

2.1.1 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.

2.2 The Service Provider shall indemnify and keep indemnified TfL as a result of any Losses which it incurs as a result of any failure on the part of TfL or the relevant producer to comply with the terms of Paragraph 1 of this Schedule 7.

3. HEALTH AND SAFETY GUIDANCE

3.1 TfL is committed to ensuring a healthy and safe working environment for its operatives and Service Providers.

2.1 This Health and Safety Guidance is designed to provide detail as to what information is required from the Service Provider in terms of documentation, management systems, training and on-site controls.

2.2 All sections of this document relate to any sub-contractors that are selected for undertaking works under this Contract by the Service Provider, and it shall be the Service Provider's responsibility to ensure compliance by its sub Service Providers, and to notify the TfL of all sub Service Providers' details. All sections of this guidance apply to on-site, depot and office works.

2.3 This document does not absolve the Service Provider from their responsibility, nor is it intended to confirm or suggest that the Service Provider meets the statutory requirements.

3. HEALTH AND SAFETY AT WORK

3.1 Prior to commencing any Services under this contract the Service Provider shall provide a copy of its current Health & Safety policy along with thorough and adequate procedures, method statements, safe systems of work and risk assessments, in compliance with the TfL Health & Safety Guidance shown as set out in this Schedule 7. The Service Provider shall work within the constraints of the Health & Safety at Work Act 1974 and allied legislation including but not limited to the following:

(a) Health & Safety at Work Act 1974;

(b) The Management of Health and Safety at Work Regulation – 1999;

(c) New Roads & Street Works Act 1991; and

(d) DfT Code of Practice – Safety at Street Works & Roads 2013 v2.

3.2 The Management of Health and Safety at Work Regulation – 1999 requires all employers to assess the risk to workers and any others who may be affected by their undertaking. Before commencing any work under this Contract, the Service

Provider shall undertake a systematic examination of each working activity, identifying hazards, conducting suitable and sufficient risk assessments and recording the findings. Risk assessments will be expected to be reviewed as appropriate whenever there is reason to believe they are no longer valid or at intervals not exceeding 36 months. The findings of all assessments will be recorded and available for inspection by TfL. Effort must be made by the Service Provider in developing work practices, which will reduce the level of risk.

- 3.3 A detailed Method Statement is required to be provided by the Service Provider for all work activities. The statement must list the number and nature of staff allocated to each task; the type of vehicles, machinery, tools and equipment to be used, the procedures involved in achieving the task, the form of quality equipment to be used, the procedures involved in achieving the task, the form of quality controls to be applied and the particular safety procedures to be adopted. The method statement must be submitted to the TfL for approval before any commencement of work.
- 3.4 Any accidents or near misses to Service Provider Personnel whilst undertaking work under this Contract shall be reported on a form as shown in Appendix 1 of this Schedule 7 below and forwarded to the TfL within 7 calendar days. If the Service Provider wishes to use their own forms for this purpose they may do so provided the same level of information is provided.
- 3.5 The Service Provider shall be subject to Inspection by the TfL or its agents monitoring Health and Safety aspects of the work. It is the responsibility of the Service Provider to ensure that all safety requirements are fully observed by its operatives. The Service Provider shall give such assistance as may be required by the TfL or its agents with regards to work site visits to ascertain the effectiveness of the Service Provider's Health & Safety practices on the ground. The Service Provider shall advise the TfL of any enforcement agency visits / inspection / enforcement notices with regard to any aspect of the Contract.
- 3.6 The Service Provider shall be registered with the 'Contractors Health & Safety Assessment Scheme' (CHAS) or equivalent. E.g. Safety Schemes in Procurement (SSIP).

4. RESPONSIBILITIES – THE SERVICE PROVIDER

- 4.1 The Service Provider will be expected to comply with the following requirements:
 - a) Understand TfL's Health and Safety Guidance and ensure that it is brought to the notice of all employees and sub-contractors.
 - b) Ensure that all work is carried out in accordance with these requirements, together with any improvements or additions which are agreed with the TfL.
 - c) Employ a Competent Person as set out under Regulation 7 of the Management of Health and Safety at Work Regulations 1999 and nominate that person as responsible for all Health and Safety matters.
 - d) Organize working practices so that work is carried out to the required standards with minimum risk to employees, other Service Providers, sub-contractors, third parties, members of the public, equipment or

materials.

- e) Provide documented robust safe systems of work to the appropriate staff and sub-contractors. Ensure that sub-contractors engaged in high-risk activities are working in accordance with their agreed Method Statement.
- f) Ensure that copies of all health and safety documentation are submitted to the TfL in advance, this to include Service Provider's health and safety plan, method statement, risk and COSHH assessments etc.
- g) Ensure that a risk assessment has been carried out of any substance, process, or work activity that could be considered hazardous to health and safety, and that appropriate control measures, training, instruction, protective equipment etc have been provided.
- h) Keep all registers, records and reports up to date and properly completed and ensure that they are kept in a safe place, and available for inspection by the TfL or its agents at any time. Ensure that copies of Regulations, Approved Codes of Practice (ACOPS), relevant HSE Guidance Notes, other safety related information, and statutory notices are available and/or prominently displayed.
- i) Ensure that persons appointed to make the necessary inspections of excavations, plant etc have sufficient knowledge and relevant certification to evaluate all aspects of safety relating to the item being inspected.
- j) Make readily available copies of all relevant certificates of competence for all staff working under this Contract.
- k) Ensure that all managers, supervisors and operatives under their control are aware of their responsibilities for safe working and not required or permitted to take unnecessary risks.
- l) Ensure that any electricity supply is installed and maintained in a safe and proper manner and that only suitably competent and qualified electricians undertake works pertaining to electrical equipment.
- m) Implement arrangements with sub-contractors and others on site to avoid confusion about areas of responsibility for health, safety and welfare, and ensure liaison is maintained.
- n) Plan and maintain safe and tidy work sites.
- o) Ensure that an adequate supply of protective clothing and equipment are supplied and maintained and that the equipment is in good working condition and suitable.
- p) Ensure that all senior staff set a personal example on site by wearing appropriate protective equipment.
- q) Ensure that all staff wear the appropriate personal protective clothing and equipment issued when required.
- r) Ensure that adequate first-aid facilities are available and that all persons on site are aware of their location and the procedure for receiving treatment for injuries.
- s) Ensure that an effective system is organised such that, in the event of a situation occurring on-site which requires emergency medical

attention, that operatives have the ability to deal with this including summoning emergency medical assistance where required.

- t) Ensure that upon the issuing of any Notice (Prohibition or Improvement) by an inspector of any relevant enforcing authority (HSE, Environmental Health Officer, Environment Agency Officer, Fire Officer etc) for any aspect of the Service Provider's operations relating to this Contract, that the TfL are made aware of its contents, any restrictions this places upon successful operation of the Contract, and the actions the Service Provider intends to take to ensure compliance.
- u) Co-operate with the TfL and advise them before commencing new or unfamiliar methods of work or potentially hazardous operations or substances.
- v) Ensure that adequate fire precautions are provided (including but not limited to: any flammable liquids or liquefied petroleum gases) and that flammable substances are stored and used safely.
- w) Fully investigate the circumstances of all accidents resulting in injury, damage or loss of working time, and inform the TfL of any resultant actions.
- x) Report any accidents or dangerous occurrences that take place throughout the duration of the Contract to the TfL, and, report as required under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, as amended.
- y) Ensure that full and proper consideration is given to the additional risks posed by lone working, should activities be undertaken in this way. Undertake specific risk assessments for lone working and ensure appropriate control measures are instituted.
- z) All work must be carried out in accordance with the relevant statutory provisions and must take into account the safety of others on site and the general public.
- aa) All plant or equipment brought onto the site must be safe and in good working condition, fitted with any necessary guards and safety devices and with any necessary test certificates available for inspection. Details of the assessment of noise from plant, equipment or operations must be provided to the TfL before work commences.
- bb) No power tools or electrical equipment of greater voltage than 110 volts may be brought onto the site. All transformers, generators, extension leads, plugs and sockets must be to the latest British Standards for industrial use, and in good condition, and regularly tested by a person qualified to do so.

5. RESPONSIBILITIES – THE SERVICE PROVIDER PERSONNEL

5.1 The Service Provider Personnel or personnel of any sub-contractor will be expected to comply with the following:

- a) Read and understand the Service Provider's Health and Safety documentation and to carry out work in accordance with its

requirements.

- b) Understand the related regulations applicable to the work on which operatives are engaged and ensure they are observed.
- c) Incorporate safety instructions in routine orders and see that they are obeyed.
- d) Not take unnecessary risks.
- e) Ensure that new employees, particularly apprentices and young persons, are shown the correct method of working and all safety precautions.
- f) Ensure that young employees (under 18 years) do not drive any item of plant or operate any type of tool or equipment except under direct supervision.
- g) Not indulge in "horseplay" or dangerous practical jokes – those who do so, to be reprimanded and suitably disciplined.
- h) Report immediately any defects of plant or equipment to their Supervisor/Manager.
- i) Report any accident/incident, however minor, to their Supervisor/Manager immediately.
- j) Set an example to their colleagues by wearing protective clothing and by carrying out work in a safe manner.
- k) Look for and suggest ways of eliminating hazards. Bring to the notice of their supervisor/manager any improvements or additions to the Service Provider's safety policy/risk assessments etc which should be made.
- l) Ensure they wear the appropriate personal protective clothing and equipment issued when required.
- m) Alert fellow staff regarding the existence of known hazards.
- n) Where required to do so, establish effective arrangements for communication and cooperation with other Service Providers who may be working on site or nearby.

6. RISK ASSESSMENTS

- 6.1 The Management of Health and Safety at Work Regulations 1999 require all employers to assess the risk to workers and any others who may be affected by their undertaking. Before commencing any work the Service Provider(s) will be expected to have undertaken a systematic examination of each working activity, recording the significant findings of each risk assessment indicating the hazard present, the relevant risk, the people exposed to those risks, and the control measures in place.
- 6.2 The Service Provider shall provide details of these risk assessments to the TfL prior to work commencing.
- 6.3 Risk assessments will be expected to be reviewed whenever there is reason to believe that any of them are no longer valid or otherwise at intervals not exceeding 12 months. The findings of all assessments will be recorded and made available for inspection by the TfL. Every effort is expected to be made to develop work practices

which will reduce the level of risk.

6.4 Known hazards include, but are not limited to:

- moving vehicles
- noise
- falls from height
- falling objects
- dust
- vibration
- fire
- electricity
- gas
- hazardous substances
- sewage
- manual handling
- excavations
- buried services
- extreme heat
- extreme cold
- poor lighting
- adverse weather
- machinery
- flying particles
- lone working
- slips, trips and falls
- driving and parking
- site waste
- violence/assault

7. DISPLAY OF NOTICES

7.1 The Health and Safety Law Poster shall be displayed prominently at each location of work (offices, depots etc).

7.2 First aid poster, employees liability insurance details shall also be displayed

prominently at each location of work.

- 7.3 Signage will be displayed at the Service Provider's premises for operation of this Contract .

8. NOISE CONTROL

- 8.1 Operatives must also be receptive to the immediate environment and time in which they are working. Noise must be kept as low as reasonably practicable and within permitted levels.

9. STAFF TRAINING

- 9.1 The Service Provider must ensure that prior to commencement of the Contract; all its operatives have attended relevant safety induction training.

10. RELEVANT LEGISLATION

- 10.1 All work will be carried out in accordance with, but not limited to, the following Legislation:

- The Health and Safety at Work Act etc 1974
- The Health and Safety (Welfare) Regulations 1996
- The Management of Health and Safety at Work Regulations 1999
- The Manual Handling Regulations 1992
- The Health and Safety (First Aid) Regulations 1981
- The Electricity at Work Regulations 1989
- The Provision and Use of Work Equipment Regulations 1998
- The Lifting Operations and Lifting Equipment Regulations 1998
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (as amended)
- Noise at Work Regulations 1989
- The Occupiers Liability Act, both 1957 & 1984
- The Environmental Protection Act 1990
- The Control of Pollution Act 1974 & (Amendment) Act 1989
- The Workplace (Health, Safety and Welfare Regulations) 1992

- 10.2 Other relevant ACOPS and HSE Guidance Notes as applicable must be used.

11. SURVEILLANCE AND INSPECTIONS

- 11.1 Surveillance and inspections will be carried out by the following:

- a) TfL or its agents; and
- b) The Service Provider.

- 11.2 TfL or its agents will be provided with free and full access to all Service Provider's offices and on-site work areas for the purposes of carrying out contract conditions audits and/or site inspections. In addition the Service Provider shall provide the TfL or its agent's information as to the planned works on any particular date and at any

particular time.

- 11.3 TfL or its agents may request that they be accompanied by a suitably qualified and senior member of the Service Provider's staff whilst undertaking health and safety inspections of the Service Provider's works.
- 11.4 The Service Provider will ensure that all inspections are properly recorded, and that relevant inspection records are signed by the inspecting person.
- 11.5 The frequency of inspections will be determined exclusively by the TfL.

12. EQUALITY AND SUPPLIER DIVERSITY - COMPLIANCE

- 12.1 Without limiting any other provision of this Contract, the Service Provider shall, in relation to the Services:

- c) not unlawfully discriminate; and

- d) procure that the Service Provider's Personnel do not unlawfully discriminate,

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

13. EQUALITY AND SUPPLIER DIVERSITY - THE GENERAL EQUALITY DUTY

- 13.1 The Service Provider acknowledges that under section 149 of the Equality Act TfL is under a duty to have due regard for the need to, amongst other things:

- a) eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by or under the Equality Act;

- b) advance equality of opportunity between people who share a relevant protected characteristic and persons who do not share it; and

- c) foster good relations between people who share a relevant protected characteristic and persons who do not.

- 13.2 As at the Contract Commencement Date, the nine (9) protected characteristics as set out in the Equality Act are: (i) age; (ii) disability; (iii) gender reassignment; (iv) marriage and civil partnership; (v) pregnancy and maternity; (vi) race; (vii) religion and belief; (viii) sex; and (ix) sexual orientation.

- 13.3 In the performance of this Contract, the Service Provider shall, and shall procure that its sub-contractors shall, assist and co-operate with TfL to the greatest extent possible in satisfying this duty.

- 13.4 TfL's bullying and harassment policy (the "**Bullying and Harassment Policy**") as updated from time to time and notified to the Service Provider requires TfL's own staff and those of its contractors to comply fully with the Bullying and Harassment Policy to eradicate bullying and harassment in the workplace. The Service Provider shall:

- a) ensure that its staff, and those of its sub-contractors who are engaged in the performance of this Contract (including key sub-contractors) are fully conversant with the requirements of the Bullying and Harassment Policy;
- b) fully investigate allegations of workplace bullying and harassment in accordance with the Bullying and Harassment Policy; and
- c) ensure that appropriate, effective action is taken where harassment is found to have occurred.

14. EQUALITY AND SUPPLIER DIVERSITY – EQUALITY AND DIVERSITY AUDIT

14.1 TfL (or such third party as may be nominated by TfL) may undertake an audit of any and/or all information relating to the Service Provider's compliance with paragraphs 12 and 13 of this schedule in accordance with Clause 16 (*Records, Audit and Inspection*) of this Contract.

14.2 The Service Provider shall promptly provide, and shall procure that its Sub-Contractors shall and, where applicable subject to the provisions of this Schedule 7, promptly provide all reasonable co-operation to TfL or its nominated third party in relation to any audit including, to the extent reasonably possible in each particular circumstance:

- (a) granting or procuring the grant of access to any premises used in the Service Provider's performance of this Contract or in the relevant sub-contractor's performance of its sub-contract, whether on the Service Provider's own premises or otherwise;
- (b) granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's or relevant Sub-Contractor's obligations specified in this Schedule 7, wherever situated and whether the Service Provider owns the equipment or otherwise; and
- (c) complying with TfL's (or its nominated third party's) reasonable requests for access to the Service Provider's senior Personnel (including Key Personnel) engaged in the performance of this Contract or the relevant sub-contractor's of its sub-contract.

Surface Transport Contractor/Supplier - Periodic HS&E Data Submission Form



- Home
- Incident Form
- HS&S Data Form
- Guidance
- Data Options
- Help

Contractor Name		Contract/Project:	
TfL Business Area		Period No:	
Completed by (name)		Date provided:	

HS&S Performance Data	Note	Current Period / Month	Rate	Rolling 12 Month / 13 Period	Rate	Commentary
Accident Frequency Rate (AFR) Accident is defined by the HSE as RIDDOR. The frequency rate is calculated as follows: number of Accident in the period / Hours worked X 100,000			#DIV/0!		#DIV/0!	Commentary
All Accident Frequency Rate (AAFR) "Accident" is the correct measure of accidents. The frequency rate is calculated as follows: number of Accident in the period / Hours worked X 100,000			#DIV/0!		#DIV/0!	
Lost Time Injury Rate (LTIR) Lost time injuries are those arising from accidents or assaults. The frequency rate is calculated as follows: Lost Time injuries in the period / Hours worked X 100,000			#DIV/0!		#DIV/0!	
RIDDOR Actual number of RIDDORs recorded so far this year						
Lost Time Injury Actual number of LTIs recorded so far this year						
Planned HS&S Audits Percentage of planned HS&S audits completed for the period under review. The audit is taken to imply a planned and documented activity performed by competent personnel to determine the adequacy and compliance with established procedures.						
Enforcement authorities prohibition and improvement notice Number of prohibition or improvement notices issued by an enforcement authority.						

Appendix 2 - Health, Safety and Environment Policy

TfL Health, Safety and Environment Policy

December 2016

My commitment

Our customers, users, employees and suppliers have an expectation that when using or delivering our services or assets they will remain harm free. Our vision is "Everyone home safe and healthy every day". My Directors and I are committed to meeting our vision and these expectations.

We want to ensure that:

- every journey is a safe journey for our customers and users
- the security of our customers and employees is assured
- our employees, agency staff and contractors go home safe and healthy every day
- we maintain our assets and deliver projects safely
- we fulfil our commitments to prevent pollution and nuisance; protect biodiversity; improve air quality; and reduce waste and carbon emissions
- we are inclusive and accessible to all customers and users, including those with disabilities.

How we go about this

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

We assess risks and introduce HSE measures to ensure risks remain as low as reasonably practicable. We tell you the risks and the measures we have taken to control risks. We will comply with legislation. There is regular review of safety, health and environment statistics to identify positive and adverse trends and their root causes, so necessary action can be taken. We also assure ourselves that our suppliers maintain a good health, safety and environment record.

Each year we develop detailed HSE improvement plans to enhance what we do. These plans are regularly reviewed by the Directors in your part of the business.

When working for TfL or one of its companies you will receive the necessary training and equipment to ensure that you can undertake your job safely, ensure the safety of customers and protection of the environment.

As an employee, your physical and mental health and wellbeing is also important and we provide occupational health services to help you stay healthy and in work and provide suitable welfare facilities at your work place.

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

What we can all do

We all need to look out for each other and speak up if anything is unsafe or damaging to health or the environment.

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

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

Demonstrate the TfL behaviours in everything we do.

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

Mike Brown MVO
Commissioner

Leon Daniels
Managing Director
Surface Transport

Mark Wild
Managing Director
London Underground and TfL Rail

SCHEDULE 9 – FORM FOR VARIATION

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone *[to be inserted]*

Fax *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 31 of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.

• DETAILS OF VARIATION	• AMOUNT (£)
• •	•
• ALLOWANCE TO THE AUTHORITY	•
• EXTRA COST TO THE AUTHORITY	•
• TOTAL	•

.....
For the Authority (signed)

(print name)

<div>•</div> <div>ACCEPTANCE BY THE SERVICE PROVIDER</div>	<div>•</div>
<div>•</div> <div>•</div> <div>•</div> <div>•</div> <div>Date</div>	<div>•</div> <div>•</div> <div>•</div> <div>•</div> <div>Signed</div> <div>•</div>

SCHEDULE 10 - CONTRACT MANAGEMENT AND REPORTING

1. SCOPE

1.1 This schedule sets out:

- (A) contract management procedures; and
- (B) the Management Information and reporting requirements,

with which the Service Provider shall comply with a view to promoting a successful working relationship in relation to the provision of the Services.

1.2 The objective of this Schedule 10 is to ensure that a successful working relationship is maintained that will enable:

- (A) the implementation and continued delivery of the Services in a timely manner and, in any event, in accordance with the requirements of this Agreement; and
- (B) TfL to monitor the Service Provider's performance of the Services.

2. CONTRACT MANAGER

2.1 TfL and the Service Provider shall each nominate a contract manager, with prime responsibility for:

- (A) ensuring the Service Provider's provision of the Services are delivered in accordance with this Agreement;
- (B) the management of the Agreement;
- (C) escalate operational risks and Incidents to the Operations and Performance Meeting; and
- (D) identifying Changes to be concluded under Schedule 9 (Form For Variation),

(the "**Contract Manager**"). The Service Provider's Contract Manager shall be subject to TfL's prior approval and shall be a member of the Key Personnel.

2.2 In the event that a Contract Manager is absent from the Service Provider, the Service Provider shall ensure that the Contract Manager role is fulfilled.

3. CONTRACT MANAGEMENT OBJECTIVES

3.1 The contract management approach set out in this Schedule is intended to support the Authority and the Service Provider in achieving, amongst other things, the following principles:

- (A) the regular monitoring of the performance of the Services in order to ensure compliance with the terms of the Contract including Schedule 6 (Service Level Agreement);
- (B) the early identification of problems and issues in the performance of the Services so that they may be resolved in a prompt and co-operative manner; and

- (C) the discussion and resolution of issues and Disputes prior to further escalation in accordance with the process for Dispute Resolution.

4. ESCALATION

- 4.1 The Parties shall escalate Disputes in accordance with the process for Dispute Resolution in accordance with Clause 25 of the Contract.

5. CONTRACT MANAGEMENT MEETING

- 5.1 The Contract Management meetings will be chaired by a representative from TfL.
- 5.2 The Parties shall ensure that their respective representatives at any Contract Management meeting have a sufficient level of seniority, responsibility, authority and availability to allow both parties to carry out its business.
- 5.3 If an agreed attendee is unable to attend a meeting as set out in section 5.9 of this Schedule, the Service Provider shall ensure that such meeting shall be attended by a representative of the Service Provider:
 - (A) who shall be an equivalent of, or more senior member of, the Service Provider's Personnel than the absent member; and
 - (B) whose identity has been communicated to, and agreed by, TfL prior to the meeting.
- 5.4 Contract Management meetings shall be validly convened with a quorum of at least one (1) representative from each Party who shall attend in person unless otherwise agreed in advance by the Parties.
- 5.5 Unless otherwise agreed by the Parties, any Contract Management meeting should be conducted in person at the location determined in accordance with the provisions below. If a party requests that a Contract Management meeting takes place via conference call the other Party shall not unreasonably withhold its consent to such request.
- 5.6 Where a decision of a Contract Management meeting requires amendment or variation to this Contract or any documentation referred to pursuant to the Contract, such decision made at that Contract Management meeting shall not be deemed to be final and binding on the Parties unless and until the Contract or such other documentation as may be referred to under the Contract has been amended in accordance with clause 31 of the Contract.
- 5.7 TfL may at any time call an extraordinary meeting of any Contract Management meeting attendees if it reasonably believes that such a meeting is required on providing a minimum of five (5) Business Days notice to the Service Provider. Each Party will use best endeavors to ensure that any extraordinary meeting of any Contract Management attendees is quorate.
- 5.8 The scheduling of the meeting as outlined in paragraph 5 of this Schedule shall be agreed between the Parties during the mobilisation period of the Contract and as reviewed and amended from time to time by the Authority.

5.9 The purpose of the Operations and Performance meeting is to review and monitor the ongoing performance of the Service Provider in completing the Services and shall be carried out in accordance with Table 1 of this Schedule.

Table 1 – Operations and Performance Meeting

ATTENDEES	
TfL	Service Provider
a) Contract Manager b) Delivery team representative c) Commercial Manager d) Such other persons as the Parties may agree or as TfL shall reasonably require from time to time. (Finance representative, Environmental representative etc.)	e) Contract Manager f) Commercial Director g) Such other persons as the Parties may agree or the Authority shall reasonably require from time to time.
FREQUENCY AND LOCATION	
The frequency of the Operations and Performance Meetings is to be determined between the Parties, but shall occur no less frequently than every quarter. The meetings shall take place in London at a location determined by the Authority, unless otherwise agreed when arranging the meeting.	
OPERATIONS AND PERFORMANCE MEETING OBJECTIVES	

General	<p>The Service Provider shall be required to present at these meetings operational and performance reports which must specifically embrace the following:</p> <ul style="list-style-type: none"> • Health & Safety – accidents and near misses, method statement Updates, COSSH updates • Total jobs completed in the period • Jobs completed on time • Jobs completed late • Overdue orders and reasons • Average response time for completion of emergency services (where relevant) • Orders placed on hold and reasons • Quality audit statistics and trends <p>Human Resources – absenteeism, training updates, staff turnover, and disciplinary issues</p>
	<p>a) The Authority reserves the right to amend the scope of this meeting as appropriate.</p>
INPUTS AND OUTPUTS	
Required Inputs	<p>For each Operations and Performance Meeting, the Service Provider shall provide:</p> <ul style="list-style-type: none"> • actions from the previous Operations and Performance Meeting; • a list of all documents the Authority may need to review from time to time as agreed with the Service Provider prior to each Operations and Performance Meeting or as may reasonably be requested by the Authority.

Required Outputs	<ul style="list-style-type: none"> Where the Service Provider is required to follow-up or undertake any actions resulting from the meeting, the Service Provider shall record all necessary notes and actions accordingly.
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5.10 The Service Provider shall produce an annual report for discussion detailing the following:

- (A) Performance of the Services (including compliance with Service Levels).
- (B) Potential improvements made in the way the Services are delivered.
- (C) Constraints, challenges and any lessons learnt in delivering the Services.
- (D) Innovative ideas or opportunities identified by the Service Provider that may improve the way the Services are delivered.
- (E) Compliance with Authority health and safety policy detailed in Schedule 7 (Contract Quality, Environmental and Safety considerations).
- (F) Compliance with Authority environmental policy detailed in Schedule 7 (Contract Quality, Environmental and Safety considerations).

5.11 Within one month following the submission of the annual report, the representatives of Authority and the Service Provider shall discuss the contents of the report at the Operations and Performance Meeting.

Other Key Meetings

5.12 During the operational phase, TfL may require the Service Provider to attend meetings on an ad hoc basis to discuss specific issues arising from the provision of the Services ("**Additional Ad Hoc Meetings**").

5.13 During the Term of this Agreement, TfL may require the Service Provider to attend meetings to discuss the response to actions in regard to major Incidents or Security Incidents ("**Lessons Learned Meetings**").

6. PERFORMANCE INDICATOR REPORTING

6.1 Pursuant to its obligations set out in Schedule 6 (Service Level Agreement), the Service Provider shall provide to TfL Performance Indicator Reports and shall ensure that such reports report on the following:

- (A) the Service Provider's performance in respect of the Performance Indicators set out in Schedule 6 (Service Level Agreement), including reasonable detail of underlying information which explains the calculation of performance against Service Levels and any allowance made for a contractually recognised failed TfL or Third Party dependency;
- (B) the Service Provider's performance in respect of any additional Performance Indicators as may be required from time to time pursuant to

Schedule 6 (Service Level Agreement) and/or Schedule 9 (Form for Variation); and

- (C) the Performance Indicator Reports shall be fully specified in accordance with Schedule 6 (Service Level Agreement);

(the "**Performance Indicator Reports**").

6.2 The Service Provider shall provide to TfL each month on or before the Performance Indicator Report date the Performance Indicator Reports. Such Performance Indicator Reports shall be provided:

- (A) to such person or persons as TfL may from time to time specify; and
- (B) in a format to be submitted in draft by the Service Provider to TfL for Approval, and to be finalised by the Service Provider including any amendments proposed by TfL, no later than one (1) month prior to the planned Operational Commencement Date, and thereafter with such amendments as may be reasonably required by TfL from time to time.

6.3 If TfL or the Service Provider identifies any errors, omissions or discrepancies in the Performance Indicator Reports, the Service Provider shall promptly correct such errors, omissions or discrepancies and republish the Performance Indicator Reports within two (2) Business Days of such errors, omissions or discrepancies being identified, or such other period as TfL may expressly in writing agree.

7. INCIDENT REPORTING

7.1 The Service Provider shall promptly identify all Incidents and record such Incidents in the Incident log.

7.2 The Service Provider shall record Incidents raised by Service Provider Personnel, its Sub-Contractors or by TfL in accordance with Paragraph 7 of this Schedule 10.

7.3 The Service Provider shall prepare an Incident log in a format to be submitted in draft by the Service Provider to TfL for Approval, and to be finalised by the Service Provider including any amendments proposed by TfL, no later than one (1) month prior to the planned Operational Commencement Date, and thereafter with such amendments as may be reasonably required by TfL from time to time.

7.4 The Service Provider shall provide to TfL each month the Incident log to be reviewed with TfL at the Monthly Review Meeting.

7.5 The Service Provider shall record Security Incidents in accordance with Schedule 8 (Security Management).

7.6 The Service Provider shall prepare a Security Incident report in a format to be submitted in draft by the Service Provider to TfL for Approval, and to be finalised by the Service Provider including any amendments proposed by TfL, no later than one (1) month prior to the planned Operational Commencement Date, and thereafter with such amendments as may be reasonably required by TfL from time to time.

- 7.7 The Service Provider shall provide to TfL each month the Security Incident report in accordance with Schedule 8 (Security Management) to be reviewed with TfL at the Monthly Review Meeting (when relevant).
- 7.8 The Service Provider shall classify any Incident (whether raised by TfL or the Service Provider) as one of the Severity Levels defined in the Agreement.
- 7.9 The Service Provider shall notify TfL and/or the relevant TfL Personnel of the Incident and the Service Provider's proposed classification of the Incident in accordance with any timing requirements set out in the Incident management process as appropriate.
- 7.10 The Service Provider shall notify any relevant Other Service Provider and/or Third Party of any Incident which may affect such party, or of any errors or Problems arising from the Interface with such party and the action being taken by the Service Provider to mitigate and/or resolve such Incident and/or error in accordance with the Incident management process as appropriate.
- 7.11 The Parties shall in good faith seek to agree the appropriate classification of each Incident. If the Parties are unable to agree the appropriate classification of an Incident, the Incident shall be referred to the next Monthly Review Meeting. Should the Parties fail to agree the appropriate classification at the next Monthly Review Meeting, the provisions of paragraph 7.12 below shall apply.
- 7.12 The Service Provider shall follow the instructions of TfL's Personnel in relation to the identification and resolution of Incidents (including the classification of the Severity Level of an Incident as appropriate) and the recording of Incidents. If the Service Provider disagrees with the instructions of TfL's Personnel as to the identification and resolution of an Incidents the Service Provider shall have the right to submit the matter to the Dispute Resolution Procedure, but shall continue to provide all of the Services and, pending determination of the matter, shall comply fully with TfL's instructions.

8. HEALTH AND SAFETY REPORTING

- 8.1 The Service Provider shall notify TfL within twenty-four (24) hours of any accidents and incidents reportable under RIDDOR involving the Service Provider's Personnel or members of the public injured as a result of the Service Provider's provision of the Services. Any such incidents shall be investigated by the Service Provider with an interim report provided to TfL's Contract Manager within seven (7) calendar days of the incident and a full report forwarded within fourteen (14) calendar days of the incident.
- 8.2 The Service Provider shall ensure that the Health and Safety risk assessments and method statements supplied by the Service Provider in accordance with Schedule 3 (Statement of Requirements) are maintained and updated on a regular basis and provided to TfL upon request.

9. ANNUAL REPORTS

- 9.1 The Service Provider shall submit to TfL an Annual Report that provides an overview of the performance of the Services under this Agreement. The Annual Reports shall contain the following information for the relevant calendar year:

- (A) an executive overview written in a style suitable for general readership, the format of which shall be agreed with TfL;

- (B) a management summary of the information contained within the twelve (12) Performance Indicator Reports for the calendar year covered by the Annual Report; and
- (C) an obsolescence status report detailing any equipment obsolescence issues and/or concerns on obsolete equipment the Service Provider has identified.

10. OTHER REPORTING OBLIGATIONS

- 10.1 The Service Provider shall provide all reports as stipulated in the Statement of Requirements in accordance with the timeframes set out in this Agreement.
- 10.2 The Service Provider shall provide all Management Information and reports in accordance with and Schedule 6 (Service Level Agreement).
- 10.3 Without limiting the Service Provider's obligations to provide any other reports, information or Data under this Agreement, the Service Provider shall provide to TfL:
 - (A) all information required pursuant to the Data Protection Act and the FOI Legislation in accordance with Clauses 24 (*Freedom of Information*) and 22 (*Data Protection*) and the Statement of Requirements; and
 - (B) all plans required under this Agreement, in accordance with the relevant provisions of this Agreement.

SCHEDULE 11 – TFL POLICIES

This Schedule 11 sets out TfL's policies that are applicable to the Services and with which the Service Provider is required to comply pursuant to Clause 12 (*Compliance with Policies and Law*), unless and to the extent that such provisions are contrary to the Service Provider's obligations under this Agreement. Copies of such policies are available upon request.

1. Equality and Inclusion Policy
2. IM Policy
3. Information Access Policy
4. Information and Records Management Policy
5. Information Re-use Policy
6. Information Security Classification Standard
7. Information Security Policy
8. IS Security Policy
9. TfL Information Security Controls Framework (ISCF) – for IT Security and Service Management
10. Privacy and Data Protection Policy
11. Resilience Management Policy Framework
12. Risk Management Policy
13. TfL Procurement Policy
14. Supplier Diversity Policy
15. TfL Anti-Fraud and Corruption Policy
16. TfL Code of Conduct
17. Surface Transport Health, Safety and Environment Policy
18. Bullying and Harassment Policy and Procedure
19. Drugs/Alcohol Policy and Procedure