



[SUBJECT TO CONTRACT]

Framework Number: TFL91640

Call-Off Contract Number: TFL91640-Batch 6

Date: December 2017

Batch 6 Call- Off Contract

between

Transport for London

and

Charles Novacraft Direct Limited

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THIS CONTRACT is made the 17th day of December 2017

BETWEEN:

- (1) Transport for London (“**the Authority**”); and
- (2) Charles Novacroft Direct Limited , a company registered in England and Wales (Company Registration Number 3601214) whose registered office is at Seebeck House, 1 Seebeck Place, Knowlhill, Milton Keynes, MK5 8FR (“**the Service Provider**”).

RECITALS:

- A. Transport for London (“**the Contracting Authority**”) and the Service Provider have entered into an agreement dated 21st March 2016 which sets out the framework for the Service Provider to provide certain services to the Contracting Authority or the Authority (“**the Agreement**”).
- B. The Authority wishes the Service Provider to provide the specific Services described in this Call-Off Contract and the Service Provider has agreed to provide such Services to the Authority on the terms and conditions set out in this Call-Off Contract.

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.

“**the Affected Party**” shall have the meaning given to it in the definition of “**Force Majeure Event**;

“**the Agreement**” (or “**the Framework Agreement**”) shall have the meaning given in Recital A;

“**Alert**” an alert or issue which indicates that an Incident is imminent or has occurred;

“**Assurance**” the process referred to in Schedule 14 (Assurance), by which the Service Provider ensures that the Authority gains the necessary levels of confidence that the Service Provider is complying with its obligations under the Contract and, in particular, in relation to the delivery of the Services, and **Assure** and **Assured** shall be construed accordingly;

“**Assurance Event**” an event whose purpose is to Assure the Authority as to the relevant status of activities being undertaken by the Service Provider pursuant to this Contract;

“Authority Assets”

any assets (whether tangible or intangible), materials (including consumables), resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the Authority Group including those identified in paragraph 1 of Schedule 6;

“Authority Events”

means any of:

- a) any failure by the Authority to meet a Transition Dependency ; or
- b) a failure by the Authority to provide any of the Authority Assets identified in paragraph 1 of Schedule 6 (Systems Integration) or any failure (other than one for which the Service Provider or any of its sub-contractors is responsible) of any such assets to perform as reasonably required in order to enable the Service Provider to perform the Services in accordance with its obligations under this Contract;
- c) a failure by the Authority to provide any of the Authority accommodation or services identified in Schedule 6 (Systems Integration) as reasonably required in order to enable the Service Provider to perform the Services in accordance with its obligations under this Contract; or
- d) a failure by the Authority to meet any of the Service Dependencies

in each case howsoever caused, including by the negligence of, or a deliberate and/or repudiatory breach by, the Authority (or the negligence of a person for whom it is vicariously responsible) but for the avoidance of doubt:-

i) not to the extent that any such failure act or omission is attributable to any breach, negligence or other default by:

1) the Service Provider;

2) a Third Party (which excludes for this purpose any agent, supplier or contractor appointed by the Authority whose appointment is relevant to the Contract and