



Contract Reference Number: GLA 80590
Outline Agreement Number: 4600005274
Date: 1st March 2016

Contract for Services

between

Greater London Authority

and

CBRE Managed Services Limited

Services

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THIS CONTRACT is made the day of 2015

BETWEEN:

- (1) Greater London Authority (GLA) ("the Authority"); and
- (2) [CBRE Managed Services Limited], a company registered in England and Wales (Company Registration Number [1799580] whose registered office is at [REDACTED] ("the Service Provider").

RECITALS:

- A. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- B. The Service Provider should be aware that this contract is open to the GLA and any of the functional bodies that fall under the GLA.

THE PARTIES AGREE THAT:

I. Definitions and Interpretation

In the Contract (including the Recitals):

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

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;

uAuthority 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 unmember 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 and London Legacy 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;

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| "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 Clause 28 to give effect to a Declaration of Ineffectiveness; |
| "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 31; |
| "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 |

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| | 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 47J of the Public Contracts Regulations 2006 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: <ul style="list-style-type: none"> (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;

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| "Key Personnel" | the Service Provider's key personnel named in Schedule 1; |
| "Losses" | all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct 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; |
| "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; |
| "Service Commencement Date" | the date for commencement of the Services set out in Schedule 1; |
| "Service Provider Equipment" | the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract; |
| "Service Provider's Personnel" | all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel; |
| "Services" | (a) subject to Clause 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

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

"Specification" the specification and other requirements set out in Schedule 3;

"Term" the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;

"TfL" Transport for London, a statutory corporation established under the Greater London Authority Act 1999;

"Transparency Commitment" means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Authority is committed to publishing its contracts, tender documents and data from invoices received;

"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; and

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.

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.

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

4. Charges

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

4.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 or have been

incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.

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

4.4 The service provider's annual charges are to be invoiced monthly inclusive of 1112th plus reconcilable

4.4.1 1 A separate invoice is required for all agreed Capital Works

4.4.2 Capital works will be classed as additional works over £20,000 as instructed by the Authority

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 and address, a separate calculation of VAT and a brief description of the Services provided.

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 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

(SACS)) 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 Should any invoice errors occur the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. The Authority agrees to pay any undisputed charges in accordance with 5.4.1, and any errors which have been agreed by the Parties shall be rectified by the Service Provider applying a credit to the relevant subsequent invoice. Upon receipt of such a subsequent invoice which includes the credit item the Authority shall settle the remaining balance of the original invoice"

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 interest rate of two percent (2%) above the base rate of HSBC Bank plc 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 as defined in section 1159 of the Companies Act 2006)

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 and the Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, unless otherwise notified by the Authority save in respect of issues relating to variations

to the Contract, any matter concerning the terms of the Contract and any financial matter (including the issues in Schedule 4) which shall be referred to the Procurement Manager.

- 7.2 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 agree that Special Condition A21 will apply in relation to 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 such Service Provider's Personnel to any Authority Premises 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 who could be a danger to any person and shall notify the Service Provider of such denial in writing; the Service Provider shall immediately remove such Service Provider's Personnel from performing the Services 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 the Authority from and against all Losses which both the Authority or other member of the Authority Group incur or suffer,

whenever such Losses may arise or be brought by the Service Provider's Personnel or any person who may allege to be the same.

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 identifying the relevant sub-contractor which may be refused or granted consent subject to such conditions as the Authority sees fit. Should there be a requirement for emergency or short notice attendance by a subcontractor who has not previously been provided consent by the Authority, the Authority agrees that such consent can be provided retrospectively and shall not be unreasonably or vexatiously withheld.

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 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; and

9.2.5 where the GLA is the Authority include a term in each sub-contract requiring payment to be made by the Service Provider to the sub-contractor within a specified period not exceeding

30 days from receipt of a valid invoice as defined by 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 of 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

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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, that 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:

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- 1215.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
- 1215.2 eliminate unlawful discrimination; and
- 1215.3 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:

- 12.1.7.1 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;
- 1216.2 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;
- 1216.3 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;
- 1216.4 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;
- 1216.5 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
- 1216.6 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.

Work Related Road Risk

12.3 For the purposes of Clauses 12.4 to 12.14 (inclusive) of this Contract, the following expressions shall have the following meanings:

Services

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| "Approved Driver Training" | <p>the Safe Urban Driving course as accredited by the Joint Approvals Unit for Periodic Training details of which can be found at:</p> <p>www.fors-online.org.uk</p> |
| "Bronze Accreditation" | <p>the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at:</p> <p>www.fors-online.org.uk</p> |
| "Car-derived Vans" | <p>a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of either or both goods or equipment;</p> |
| "Class VI Mirror" | <p>a mirror that allows the driver to see what is immediately in front of the vehicle and that complies with Directive 2003/97/EC;</p> |
| "Close Proximity Sensor" | <p>a device consisting of a sensor system that detects objects in a vehicle's blind spot and alerts the driver via either of both in-cab visual or audio stimuli and which alerts other road users to the planned movement of the vehicle when the vehicle's indicators are engaged;</p> |
| "Collision Report" | <p>a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;</p> |
| "Driver" | <p>any employee of the Service Provider (including an agency driver), who operates Freight Vehicles on behalf of the Service Provider while delivering the Services;</p> |
| "DVLA" | <p>Driver and Vehicle Licensing Agency;</p> |

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| "FORS" | the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It is free to join and offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance; |
| "FORS Standard" | <p>the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at:</p> <p>www.fors-online.org.uk</p> |
| "Freight Vehicle" | a Lorry, a Van or a Car-derived Van; |
| "Fresnel Lens" | a clear thin plastic lens that is press fitted to a lorry window on the passenger side and that allows the driver to see that which is in the vehicle's blind spot; |
| "Gold Accreditation" | <p>the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at:</p> <p>www.fors-online.org.uk</p> |
| "Lorry" | a vehicle with an MAM exceeding 3,500 kilograms; |
| "MAM" | the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the |
| "Side Guards" | <p>road;</p> <p>guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use)</p> |
| "Silver Accreditation" | <p>Regulations 1986;</p> <p>the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at:</p> <p>www.fors-online.org.uk</p> |

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"Van" a vehicle with a MAM not exceeding 3,500 kilograms.

Fleet Operator Recognition Scheme Accreditation

124 Where the Service Provider operates Freight Vehicles, it shall within 90 days of the Contract Commencement Date:

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

124.2 (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme;

provided always that where the Authority is not TfL or a subsidiary thereof this Clause 12.4 and Clauses 12.5 and 12.6 shall only apply where the Service Provider uses Freight Vehicles to provide the Services.

125 The Service Provider shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Service Provider has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

126 The Service Provider shall ensure that those of its sub-contractors who operate Freight Vehicles shall comply with clauses 12.4 and 12.5 as if they applied directly to the sub-contractor.

Safety Equipment on Vehicles

127 The Service Provider shall ensure that every Lorry, which it uses to provide the Services, shall:

127.1 have Side Guards, unless the Service Provider can demonstrate to the reasonable satisfaction of the Authority that the vehicle will not perform the function for which it was built if

Side Guards are fitted;

127.2 have a close proximity warning system fitted comprising:

12.7.2.1 a front-mounted, rear-facing CCTV camera with in-cab live feed from the said camera or a Fresnel Lens where the Fresnel Lens provides a reliable alternative to the CCTV camera and where the Service Provider has obtained the Authority's

approval to use the Fresnel Lens, which approval the Authority may withhold in its unfettered discretion; and

12.7.2.2 a Close Proximity Sensor.

12.7.2.3 have a Class VI Mirror; and

12.7.2.4 bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.

12.8 The Service Provider shall ensure that every Van, which it uses to provide the Services, shall bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.

Driver Licence Checks

12.9 The Service Provider shall ensure that each of its Drivers has a driving licence check with the DVLA or such equivalent authority before that Driver commences delivery of the Services and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licenses only), or the Service Provider's risk scale, provided that the Service Provider's risk scale has been approved in writing by the Authority within the last 12 months:

12.9.1 0–3 points on the driving licence – annual checks;

12.9.2 4–8 points on the driving licence – six monthly checks;

12.9.3 9–11 points on the driving licence – quarterly checks; or

12.9.4 12 or more points on the driving licence – monthly checks,

provided always that where the Authority is not TfL or a subsidiary thereof this Clause 12.9 and Clause 12.10 shall only apply where the Drivers are engaged in the provision of Services.

Driver Training

12.10 The Service Provider shall ensure that each of its Drivers who has not undertaken:

12.10.1 Approved Driver Training (or training, which in the reasonable opinion of the Authority, is an acceptable substitute) in the last three years, undertakes Approved Driver Training or the said substitute training within 60 days of the commencement of this Contract; and

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- 12.10.2a FORS e-learning safety module in the last 12 months, undertakes a FORS e-learning safety module (or e-learning, which in the reasonable opinion of the Authority, is an acceptable substitute).

Collision Reporting

- 12.11 Within 15 days of the Commencement Date, the Service Provider shall provide to the Authority a Collision Report. The Service Provider shall provide to the Authority an updated Collision Report on a quarterly basis and within five working days of a written request from the Authority.

FORS Reports

- 12.12 Within 30 days of its achieving Bronze Accreditation or equivalent within the Alternative Scheme, the Service Provider shall make a written report to the Authority at fors@tff.gov.uk detailing its compliance with clauses 12.7, 12.8, 12.9 and 12.10 of this Contract (the "Safety, Licensing and Training Report"). The Service Provider shall provide updates of the Safety, Licensing and Training Report to the Authority at fors@tfl.gov.uk on each three month anniversary of its submission of the initial Safety, Licensing and Training Report.

Obligations of the Service Provider Regarding Subcontractors

- 12.13 The Service Provider shall ensure that each of its subcontractors that operates the following vehicles shall comply with the corresponding provisions of this Contract as if those subcontractors were a party to this Contract:

12.13.1 For Lorries – clauses 12.7, 12.9, 12.10 and 12.11; and

12.13.2 For Vans – clauses 12.8, 12.9, 12.10 and 12.11.

Failure to Comply with Freight-related Obligations

- 12.14 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with clauses 12.4, 12.5, 12.6, 12.7, 12.9, 12.10, 12.11, 12.12 and 12.13:

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

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

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) 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 and keep indemnified 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.
- 18.3 Notwithstanding any other provision of this Contract {but subject to 18.4 and 18.5) the Service Provider liability (whether for breach of contract, negligence, misrepresentation, other tort or otherwise) in respect of any other claim or claims arising out of or in connection with this Contract and/or the Services shall be limited to £10 million in the aggregate
- 18.4 Notwithstanding any other provision of this Contract {but subject to clause 18.5) neither party shall have any liability (whether for breach of contract, negligence, misrepresentation, other tort, or otherwise) arising out of or in connection with this Contract and/or the Services for (i) any loss of or damage to profit, revenue, anticipated savings, data, use, contract, goodwill, reputation, opportunities or business (whether suffered by the Authority or any third party), or (ii) any indirect or consequential loss or damage.
- 18.5 Nothing in this Contract shall operate to exclude or restrict either Party's liability for:
- a. death or personal injury resulting from the negligence of such party or of its employees while acting in the course of their employment;
 - or
 - b. fraud or fraudulent misrepresentation; or
 - c. any other liability that cannot be excluded or limited by law.
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

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- 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. Protection of Personal Data

22.1 The Service Provider shall comply with all of its obligations under the Data Protection Act 1998 and, in 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 the Contract and shall act in accordance with instructions from the Authority.

23. Confidentiality, Announcements and Transparency

23.1 Subject to Clause 23.6 and 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 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.

23.7 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 (as defined in Clause 24.1 below). 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 23.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

23.8 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

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 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 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 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 2 Business Days of receiving such Information 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 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 information under the FOi Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOi Legislation. The Service Provider shall not ~~it~~ respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
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 Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive

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(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 except as provided in and without prejudice to Clauses 26.1.3, 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 Contract Regulations 2006.

26.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether 'under the Contract or otherwise} f 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.
- 26.7 The Service Provider may terminate this Contract on three (3) months written notice in the event that the Authority is subject to an Insolvency Event.
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 Schedule 8. 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

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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.

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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.

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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.

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28. Declaration of Ineffectiveness

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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 this Clause 28 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 Clause 28 or the Cessation Plan, the provisions of this Clause 28 and the Cessation Plan shall prevail.

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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.

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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: -

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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 this Clause 28 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 this Clause 28.
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 6 and

shall not be binding upon the Parties unless completed in accordance with such form of variation.

32. Novation

32.1 Neither Party may novate or otherwise transfer the Contract (in whole or in part) without the prior written consent of the other Party, and such consent shall not be unreasonably or vexatiously withheld.

32.2 Within 10 Business Days of a written request from the Authority to novate or transfer the Contract to a member of the Authority Group, 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 the nominated member of the Authority Group.

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;

Services

if delivered by post, 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

[Redacted signature area]

Signature Print name and position

Date: 1.1

Signed by
for and on behalf of
the Service Provider

) [Redacted signature area]
)
)

Signature Print name and position

Date: 1/0/16

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The Contractor shall undertake a fire risk assessment at Commencement Date, and thereafter reassess and amend where necessary at least annually. The Contractor shall maintain currency of the fire certificate issued in pursuit of the Fire Protection Act, applicable to the whole building.

The Contractor shall ensure that any modifications, whether instigated by the Contractor or by a separate supplier contracted directly with the Authority, to the Premises that affect the certificate are carried out in accordance with the applicable legislation, and any changes that affect the certificate are within 7 days incorporated into the documentation that supports the certificate.

Coordinating the completion of any actions identified in the fire risk assessment, including those that are in the control of other parties.

22.4 Portable Appliance Testing

The Contractor shall provide a comprehensive testing and managerial Portable Appliance Testing including all testing, record keeping and notifications. The testing (between 6 and 12 months from Commencement Date and thereafter between 18 and 24 months from previous test). The Contractor shall provide a comprehensive on-site portable appliance testing regime, compliant with the Authority's written procedures, through out the Contract for all the appliances at City Hall. For the purposes of tendering this number shall be estimated at 6,000.

22.5 Access Equipment

The Contractor shall maintain the access equipment supplied by the Authority which include:

- One off two-person scissor lift.
- One off single person access platform.
- Scaffold tower.
- Lifting beams and eye bolts.

The Authority reserves the right to offer the usage of this equipment to other suppliers working on the Premises. The Contractor will make such equipment available at the reasonable request of the Authority Representative and provide any necessary training and instruction specific to the use of the equipment.

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Schedule 3.3-Performance Monitoring and Payment, Volume 2.

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Volume 2

Schedule 3.3 - Performance Monitoring
and Payment

GLA 80590 - GLA City Hall, Trafalgar Square &
Parliament Square Gardens -Infrastructure Services

Performance Monitoring & Payment

This Schedule has the following areas:

- Performance regime (clause 1).
- Performance criteria (clause 2).
- Performance system (clause 3).
- Payment review procedure (clause 4).

1. Performance Regime

1.1 The Contractor is required to ensure that the Services are performed in accordance with the Contract and ensure that the Equipment operates in accordance with the Contract for twenty

four hours every day.

1.2 Without prejudice to the Authority's rights and remedies under the Contract or at law, if either the Services are not performed in accordance with the Contract, there are problems with the fabric or the Equipment does not operate in accordance with the Contract, the Authority shall be entitled to report a Fault to the Help Desk, as identified in clause 11 of Schedule 3.

1.3 In the event that the Authority, via its Help Desk, is unable to contact the Contractor the Fault shall be deemed to be reported to the Contractor at the time the Authority attempted to report it.

1.4 The Help Desk will assign a priority response based upon the criteria given below.

1.5 The Contractor shall ensure that for all call outs competent Contractor's Personnel are in attendance at the Premises to undertake the repairs to reported Faults necessary to meet the Contract requirements.

1.6 Response priorities

The Contractor shall respond to the Help Desk requests or unscheduled repairs within the following timescales, and shall be monitored for achievement. These priorities are incorporated within the Authority's CAFM system against standard reactive jobs.

| Priority | Incident | Response Times |
|------------------|---|--|
| 1 Emergency | Issue affecting health or safety and causing a temporary loss of beneficial occupancy. | Investigate and make safe within 30-minutes. Restore or provide temporary alternative facilities within 2 hours. Notify the Authority within 30 minutes of investigation or making safe. |
| 2 Loss of Use | Issue not affecting health or safety of occupants but causing a temporary loss of beneficial occupancy. | Investigate within 1 hour. Restore, or provide temporary alternative facilities within 4 hours. Notify the Authority within 1 working day of investigation. |

| | | |
|---------------|---|--|
| 3 Standard | Issue affecting the Service but not affecting health, safety or beneficial occupancy. | Investigate within 1 hour. Repair or reinstate Service within 1 working day. Notify the Authority within 1 working day of investigation. |
| 4 Ad Serv | Additional request from the Authority. | Investigate respond to Authority Representative within 5 working days. |

1.7 Response Criteria

For clarification the response time shall mean:

- Time taken for initial attendance to the problem and effecting immediate repairs where required to bring the system, plant, and equipment back into temporary service, and
- Providing an estimate of time required to effect long-term repair to bring the system, plant, and equipment back into full service.

1.8 Priority Application and Examples

The Contractor shall respond to the following conditions according to the priorities defined above in this clause 1.6 of this Schedule as below:

| Priority | Condition | Typical Examples |
|----------|--|---|
| 1 | Condition that constitutes a serious risk to health or safety; or Condition that constitutes an inability to secure the Premises; or Condition that constitutes a serious risk to the Authority's operations. | Dangerous structural condition or subsidence. Fire, flood, bomb or storm incident affecting structural condition. Loss of securing external doors. Complete loss of cold water supplies to the premises. Loss of life safety equipment. Broken or inoperative external door lock or ground floor window fastener. Broken glass in ground floor window or door. Loss of total lighting in a particular area. Lift trapped in. |
| 2 | Condition that may cause deterioration of building structure or building finishes; or Condition that may affect health or safety; or Condition that may affect security of the Premises; or Condition that partially affects the Authority's operations. | Roof or other leaks. Partial loss of cold water supplies. Partial soil, waste or drainage blockage. Defective ball valves and stopcocks. Difficult to operate external door lock or ground floor window fastener. Broken glass in upper floor window or door. Significant loss of lighting in a particular area. Non-dangerous structural defects. Floor covering defects affecting health and safety. Replacement of security breakglass. Lift general call out. |

| Priority | Condition | Typical Examples |
|----------|--|---|
| | | Ensure business continuity to key senior Authority staff. |
| 3 | Condition that does not affect the Authority's operations but affects perception of the Authority. | Minor roof or other leaks and seepage Reduced flow of cold and hot water services. Minor temperature adjustments. Taps require washer renewal. Minor plaster and tile defects. Cracked glass. Doors and windows require easing. Sanitary ware chipped and requires descaling. Paintwork and trim defects. Superficial ceiling damage. Lighting not working (general). Ironmongery defects (other than above) Floor covering - affecting visual standards. |

1.9 Exclusions

Faults attributed to the following shall be excluded from inclusion in the measurement of performance detailed below:

(A) misuse, vandalism or criminal damage unless perpetrated by the Contractor, Sub-contractors, or the Contractor's Personnel; or

(B) a consequence solely of the failure of a utility supply outside the scope of the Contract ie electricity, gas or water.

1.10 Fault Reporting

The Contractor shall report to the Authority all defaults in Services. Defaults shall be reported to the Authority in accordance with the timings defined in clause 3.11.3 of Schedule 3 of the Contract.

1.11 Reviews
Without prejudice to Schedule 3 of the Contract

The Authority Representative and Contractor Representative shall be the principal interfaces in the reporting of matters pertaining to the Contract.

The Authority shall periodically review with the Contractor the standards and where necessary shall agree amendments to those standards to ensure the Authority's requirements and statutory obligations are achieved.

The Authority shall review with the Contractor performance of the Contract through regular reporting at report meetings. The frequency and coverage of report meetings shall be sufficient to ensure the Authority has current awareness of all matters pertinent to the Services.

The Authority and the Contractor shall hold regular report meetings to ensure proper review, management and communication of matters pertaining to the Contract. The Contractor and Sub-contractors shall meet as necessary to review and resolve supply performance, financial performance and quality complaints.

The Contractor shall be responsible for the preparing of all information with regard to its performance for the Authority to review at least two working days prior to the designated meeting, usually the Contract Review Meeting.

2.

Performance Criteria

2.1

Service Level Agreements

Detailed in Schedule 6 of the Contract are the Authority's Service Level Agreements (SLAs). The Contractor shall work to acceptable performance criteria for each Service element. The SLAs shall communicate minimum acceptable performance as agreed between the Authority Representative and the recipients of the Services.

2.2

Key Performance Indicators

The Authority shall use Key Performance Indicators (KPIs) to monitor the Contractor's performance relative to Services' standards and Contract compliance. The KPIs shall reflect the criticality and cost of Services to the Authority.

2.3

Resource Plan

The contractor shall provide a resource plan for all works completed as Additional Services to the Authority. The resources to complete the works shall not be derived from the in house team and shall remain independent for the duration of the Project

3.

Performance System

3.1

The performance system shall consist of two elements: Key Performance Indicators (covering contract management, PPMs and reactive calls), and a payments adjustment to reflect the severity of any under-performance. This performance matrix is detailed in the worked example given below.

3.2

Monthly Assessment

Each month the Authority shall assess the Contractor's performance against the criteria detailed in clause 3.1 and 3.3 of this Schedule 3 and give a rating dependent on achievement of all Key Performance Indicators (KPIs) expected. This performance will be indicated including any adjustments to the monthly invoice. The Contractor shall prepare all KPI Matrices for the Authority Representative to review.

3.3

KPI Matrix in a Worked Example

The following table will be used as the KPI Matrix. The table below has been completed with information in order to provide the Contractor with a worked example of the KPJ Matrix. The KPI Matrix is available in a spreadsheet format.

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Contract Management

| Element | Criteria | Score | Sanction |
|--------------------------------------|-----------------------------|-------|----------|
| Contract Management | Overall contract management | 0 | 1% |
| Health, Safety & Environment | Acceptable standards | 0 | 1% |
| PPM completed | Acceptable standards | 0 | 1% |
| Reactive Faults | Acceptable standards | 0 | 1% |
| Energy and Utility Management | Reports, accuracy & audit | 0 | 1% |
| Fire risk assessment | Current & act oned | 0 | 1% |
| Acceptable performance = score of 1. | | | |
| Maximum percentage deduction: | | | 6% |

4. Payment Review Procedure

Without prejudice to any other provision of the Contract

- 4.1
- The Contractor shall be paid for Services properly provided in accordance with the Contract.
- 4.2
- Each month the Contractor shall invoice the Authority in arrears a combination of 1/12th of the annual Contract Price and separately any variable expenditure items (as agreed by the Authority prior to such expenditure being incurred) for the preceding month.
- 4.3
- The Contractor shall not be entitled to costs where either the Services have not been provided or where performance is below standard and an adjustment has been notified to the Contractor.
- 4.4
- The Contract Price set out in Schedule 1 shall only be varied where a Variation has been Notified to the Authority and Approval has been Notified to the Contractor.
- 4.5
- The Contractor will prepare, within the Contractor's Monthly Report, the KPI Matrix in respect of the charges for the Services in the preceding calendar month against the managerial information contained in the CAFM system and its own assessment of performance.
- 4.6
- The KPI Matrix, submitted by the Contractor, will be clear, concise, accurate, adequately descriptive and in the required format in order to avoid delays in the Authority reviewing the
- 4.7
- KPI Matrix and subsequent payment.
Failure on the part of the Contractor to submit a clear, concise, accurate and adequately descriptive statement in the required format may lead to delays in processing the KPI Matrix and subsequent payment of invoices. Any loss or additional expenses incurred by the Contractor in the correction or re-submission of a KPI Matrix or invoice will be for the Contractor's account.
- 4.8
- The Contractor shall provide to the Authority the following information for approval before submission of any invoice:
 - The unique job reference if provided by the Help Desk (or pre-allocated reference if service is regular task).
 - The tax point of supply.

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- 4.9 If in the reasonable opinion of the Authority Representative is satisfied that the charges claimed by the Contractor on the KPI Matrix, prepared in accordance with clause 4.5 of this Schedule 3, have been correctly calculated in accordance with this Schedule 3, the Authority Representative will minute this fact at the Contract Review Meeting or formally in writing. No such meeting takes place within 4 weeks following of the subsequent calendar month.

4.11 Upon formal agreement of a KPI Matrix to the reasonable satisfaction of the Authority Representative, the Contractor may raise an invoice for the sum.

to the reasonable satisfaction of the Authority Representative.

End of Schedule

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Infrastructure Services-Schedule 3.4 -Contract Programme & Management , Volume 2.

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Volume 2

**Schedule 3.4- Contract Programme and
Management**

GLA 80590 - GLA City Hall, Trafalgar Square &
Parliament Square Gardens -Infrastructure Services

Contract Programme & Management

1.

The Commencement Date is 1s• March 2016
2.

The expiration date is 31s• March 2021, with the option to extend by 2+2+1 at the sole discretion of the GLA.
3.

The Mobilisation Period will commence on 4th¹ January 2016 and finish on 29¹_h February 2016_h
4.

The commencement of the Services at the Premises will start from 0001 hours
5.

The Authority reserves the right at its option to extend the Contract for an additional period of up to a maximum of 5 years in accordance with the form of agreement detailed in the Conditions of Contract. If the Authority exercises its right to extend the Contract then the Contract Price payable during such extended term shall be

determined in accordance with Pricing Schedule submitted by you for this Contract.
6.

The Contractor shall prepare and submit to the Authority Representative for approval programmes for the performance of the Services specified in Schedule 3 for the pending twelve months at least 30 days prior to anniversary of the start date every year or when requested from time to time by the Authority Representative.

Within two weeks of the Contractor submitting a programme for acceptance, the Authority Representative will either accept the programme or notify the Contractor of the reason for not accepting it. A reason for not accepting a programme is that:

 - Contractor's plans which it shows are not practicable; or

1.1 It does not show the information which the Contract requires; or

 - It does not represent the Contractor's plans realistically.
7.

The Authority Representative may instruct the Contractor to submit revised programmes from time to time for approval. The Contractor must show on each revised programme:

 - The actual progress achieved on each operation and its effect upon the timing of the remaining work;
 - How the Contractor plans to deal with any delays and the correction of notified Events;
 - Any other changes that the Contractor proposes to make to the accepted programme.

The Contractor must submit a revised programme to the Authority Representative for acceptance within the period for reply after the Authority Representative has instructed it to.

The latest programme accepted by the Authority Representative supersedes previously accepted programmes.
8.

The name and address of the Authority Representative is:

Simon Grinter - Head of Facilities
Greater London Authority
City Hall
The Queen's Walk
London
SE12AA

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Tel : 020 7983 4000
Fax : 020 7983 4137

9. The following functions of the Authority Representative are delegated to the following
:) e o p

| Function | Name | Address |
|---------------------|--|--|
| Contract Management | Rennie Kraus Building Infrastructure Manager | City Hall The Queen's Walk London SE1 2AA |

10. The name and address of key personnel representing the Contractor with whom the
Authority will deal in rspect of the Contract are as follows:

| Name | Address | Area of Responsibility |
|------|---------|------------------------|
| | | |
| | | |
| | | |

End of Schedule

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Volume 2

Schedule 3.5 - Service Level
Agreements

GLA 80590 - GLA City Hall, Trafalgar Square &
Parliament Square Gardens - Infrastructure Services

Service Level Agreements

1. Service Level Agreements

The Service Level Agreements (or the SLAs) that exist between the Authority and its Premises' users will be the stipulated level that shall indicate to the Contractor the requirements and performance levels required of the Services under the Contract. These criteria are also used by the Authority when undertaking a technical audit.

These Service Level Agreements will be updated from time to time by the Authority in line with its operational needs. Any changes that affect the Services shall be reported by the Contractor to the Authority in writing.

2. Lifts

There are seven Lifts in City Hall, two lifts are accessible for public use, 4 lifts are for exclusive staff use and one goods lift.

The 2 public lifts LP1 & LP2 serve the lower ground, ground, 2nd and 9th floors. LP2 doubles up as a fire Lift that can be driven to each floor via the dual aspect doors.

The 4 staff lifts serve the lower ground, ground, 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th and 9th floor respectively. LS2 doubles as a fire lift with dual aspect doors.

The goods lift serves the lower ground, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, and 9th floors respectively.

To prevent unauthorised travel to London's Living Room the lifts have been fitted with a facility to bar access to the 9th floor by a remote switching arrangement. This flexible arrangement under the direct control of FM means that the public or staff lifts can be switched independent to serve LLR as dictated by the space usage requirements whilst

maintaining building security.

Lift cars are fitted with push button alarm bell such that if a problem should occur then Security Control can be contacted immediately. When the emergency button is depressed then the lift car automatically contacts City Hall's security control room (staffed 24 hours a day). In the unlikely event that the Security Control Room could not be contacted the lift will automatically redirect the call direct to the lift maintainer who

will deal directly with the incident.

Service contract arrangements provide the following response times:

- Lift trap-in, 90 minute response from call out, should this time not be achieved alternative arrangement will be made for releasing trapped passengers including onsite staff release or the calling of emergency services.
- General fault reporting between 0700 and 2000 hours: 4 hours from call out.

3. Portable Appliance Testing

The Contractor will ensure that testing of all portable electrical equipment within the building is undertaken on a regular basis. This is known as Portable Appliance Testing or PAT.

All building occupants should facilitate the planned testing visits to their areas. Individual tests only take a few minutes per appliance to complete and the testers are trained to cause minimal disruption.

Tests are generally undertaken during the working day, where this may cause undue interruption to staff working, the relevant FM Manager should be informed who will arrange the testing at a mutually convenient time.

All equipment tested and passed as satisfactory will be provided with a PAT label and building occupants should ensure that where required, their portable appliances have a valid test label.

Electrical equipment that is not fitted with a PAT label should not be used until tested and passed for use (unless it is a new appliance with a factory moulded plug).

If equipment is not labelled the Help Desk should be notified that items require testing.

The Help Desk should also be notified of appliances that are suspected of being unsafe.

Any doubts about the suitability of electrical equipment contact the Help Desk who will provide advice on the situation.

No user brought in appliances will be allowed without prior agreement with FM excluding laptops and mobile phone chargers.

All appliances tested in accordance with regulations.

Appliance testing completed within 5 working days from requester.

4. Lighting

The Authority has a responsibility to provide adequate general energy efficient lighting sufficient for the task being undertaken. Generally the average luminance will be between 300 and 500 lux at desk level. Light meter readings will be arranged where appropriate.

All the lighting in City Hall complies with current Legislative requirements, particularly in relation to the use of display screen equipment.

Light switching varies throughout the building but is generally controlled by Passive Infra-Red Sensor (PIR) sensors that switch lights on (sometimes on banks) when movement is detected and off after a predetermined time when the last movement was detected.

Meeting rooms including committee rooms have occupant switched lights that can be switched on or off by the pressing of a pushbutton located at the door panel.

Lights around the perimeter of the offices are also controlled by a photocell that will automatically switch off lights when outside sunlight reaches a predetermined level.

Lighting defects should be reported to the Helpdesk.
Emergency lighting consists of a standard light fitting supported by a battery pack unit are located as per the fire regulations, generally found in escape routes, but only provide sufficient illumination to permit safe evacuation.

5. Noise

Noise levels within the office areas of City Hall will generally not exceed 60dBA. Use of measuring equipment where an occurrence is reported.

6. Building Fabric

General faults reporting on the building fabric will be responded to within 4 hours except in emergency situations that may significantly disrupt GLA activities or affect the safety of building users.

Any problem with the building fabric services should be reported to the Help Desk.

7. Environmental

Provision, where appropriate and cost effectiveness, of controls and systems to ensure optimum efficiency of building plant and services, including day/night switching, automatic lighting systems, energy efficient components and regular maintenance.

Maintenance of boiler plant to ensure emissions confirm with regulatory requirements and comply with manufacturers requirements.

Adjustment of heating and cooling controls to ensure that office environments meet working and statutory requirements whilst commensurate with optimum energy use.

Closely monitor the borehole usage to ensure that extraction and therefore discharge licences are complied with.

Ensure security staff are aware of energy saving actions during close down patrols etc, eg switching lights where appropriate.

Maintain and support recycling initiatives.

Undertake energy audits of building services and utility usage on a periodic basis both within maintenance and utility contracts, where appropriate implement cost effective recommendations.

Ensure compliance with statutory requirements and Approved Codes of Practice emanating from environmental considerations.

Maintain City Hall's Building Research Establishment Environmental Audit Method (BREEAM) rating.

Ensure that water supplies are free from bacteria and are of potable quality for drinking.

8.

Comfort Cooling and Heating

All offices have central ventilation system that provides tempered external air, either heated or cooled, dependant upon the external conditions. Additional office heating is provided by perimeter heating system. Additional office cooling is provided by a chilled beam system.

The perimeter vents may be operated by building users that will automatically actuate a high level vent.

The building guidance note detailed on the GLA Intranet should be referred to for specific guidance of the use and operation of the comfort cooling system.

The Workplace (Health, Safety and Welfare) Regulations require that 'the temperature in all workplaces inside all buildings shall be reasonable'. The related Approved Code of Practice however requires a minimum temperature of 16°C at the commencement of work. There is no statutory maximum temperature within offices. There is, however, a requirement to provide a reasonable. Generally office areas will be provided with temperature environmental conditions within the design criteria set for City Hall.

- Summer internal office conditions at design: 19-25°C.
- Winter internal office conditions at design: 19.5°C -22.5°C.
- Humidity levels are generally not controlled but as guidance 40-60%rH would be desirable.

During seasonal changes, eg autumn and spring areas of comfort may also be alleviated by operation of the openable vents situated on the buildings perimeter. Operation of which is detailed on the Intranet.

Beyond these external conditions the system will track the outside ambient, ie maintain a temperature differential with respect to external of 6°C.

9.

Air Quality

There are numerous causes of poor air quality in buildings across London, including traffic pollution, dust, poorly maintained ventilation systems, smoking etc.

The Authority has adopted the following approach.

Where 20% or more of occupants within a particular floor area have complaints about air quality then a questionnaire wll be circulated by FM and if required further investigations made, eg measurement of pathogenic or allergy carrying microbes.

Beyond this FM will maintain the office conditions in accordance with the Comfort Cooling & Heating SLA.

10.

FireSystems

Maintenance of the fire alarm and other related systems, eg public address (PA) and sprinklers, in accordance with the fire certificate requirements.

