

Call-Off Contract Order Form

Standard order form for:

SERVICES AS SPECIFIED UNDER FRAMEWORK REFERENCE Y18003

This Order Form is issued in accordance with the provision of the Procurement and Supply Of: **Half Hourly (HH), Non Half Hourly (NHH), Metered and Unmetered Electricity with Meter Operations and Additional Services Framework Agreement (Framework Ref Y18003).**

The Supplier agrees to supply the Services specified and operate under the Definitions and Interpretations in the Framework Agreement and Terms and Conditions of Supply.

Order Date	08 November 2024	NB (This may be prior to supply start date)
Order Number	LAS-000656	NB (Allocated by Contracting Authority)

THE PARTICIPATING AUTHORITY PLACING THIS ORDER IS:

Name of Participating Authority Transport For London

Registered Address 5 Endeavour Square
London

Postcode E20 1JN

Telephone number

Email Address

1 Service Requirements

1.1	Service required:	t/
	Supply of Electricity	
	Meter Operations	x
	AMR Services	
	DA /DC Services	
	Demand Side Response Services	
	Energy Services	
	Battery Storage	
	Electric Vehicle Facilities	
	PPA	
	Other (please specify below)	

1.2 Supply Start Date (e.g. target 1st October 2020)

1st August 2024

Supply Expiry Date:

31st July 2029

1.3 Price as described in Clause 8

(N.B. price for flexible procurement and supply would not be noted here)

[REDACTED]

2 Additional Requirements

2.1 Supplemental requirements in addition to the provision of the Services: (e.g. specific contract terms and conditions e.g. PAYMENT TERMS) attach as Appendix 1 of the Order Form along with site listing.

THE SUPPLIER RECEIVING THIS ORDER IS:

Name of Supplier	EDF Energy Limited
Address	EDF Energy Gadeon House Grenadier Road Exeter
Postcode	EX1 3UT
Telephone number	<div></div>
Email Address	<div></div>

If a Supplier fails to respond to an Orders within 28 days of issue, it will result in Order expiry.

FORMING THE CALL OFF CONTRACT:

THE PARTICIPATING AUTHORITY – requests the formation of the Call-Off Contract by signing and issuing this Order Form to the Supplier.

THE SUPPLIER – agrees to enter a Call-Off Contract by signing and returning this Order Form to:

Participating Authority email: (address on Page 1)

Contracting Authority email:

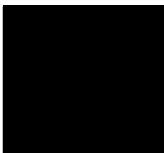
BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract (the Call-Off Contract attached to the back of this document) with the Participating Authority to provide to the Participating Authority the Services specified in this Order Form (together with, additional requirements) set out in Appendix 1 of this Order Form with site listing) incorporating the rights and obligations set out in this Framework Agreement entered into by the Supplier and the Participating Authority. **The Call-off Contract Commencement Date is the date this document is fully executed by both parties.**

PARTICIPATING AUTHORITY	
Print Name	Glyn Lenton
Position	Senior Category Manager – Energy & Utilities
Authorised Signature	
Date	08 November 2024
SUPPLIER	
Print Name	Faye Sellick
Position	MOP Operations Manager
Authorised Signature	
Date	08 November 2024

Appendix 1 – Call-off Contract Order Form

SERVICE REQUIREMENTS

Site listing:



Appendix 2 THE FRAMEWORK AGREEMENT

Hereby incorporated by reference by the parties attached hereto



Click to download ...

Call-Off Contract

THIS CALL-OFF CONTRACT is made on 08 November 2024

BETWEEN

Transport For London

(the "**Participating Authority**") of the one part, and

EDF Energy Limited

(the "**Supplier**") of the other part. Company No: 02366852

WHEREAS

- A** Kent County Council ("Contracting Authority") acting through Commercial Services Kent Ltd¹ (Commercial Services) placed a contract notice seeking expressions of interest from potential suppliers for the provision of services under the Framework Agreement.
- B** On the basis of the Supplier's tender, the Contracting Authority selected the Supplier to enter a framework agreement to provide services under a call-off process in accordance with the terms of the Framework Agreement.
- C** The Participating Authority is entitled to award a call-off contract ("the Call-Off Contract") under the call-off procedure set out in the afore-mentioned Framework Agreement and the Participating Authority now wishes to award a Call-Off Contract to the Supplier.
- D** The Call-Off Contract is a contract under which the Participating Authority engages the Supplier to provide the Services.
- E** When awarding a specific contract on the basis of a Framework Agreement neither the Participating Authority nor the Supplier shall include in that contract, terms that are substantially amended from the terms laid down in that Framework Agreement.
- F** The Supplier shall provide the Services in accordance with the provisions of the Framework Agreement and the provisions specified here in **NOW IT IS AGREED** between the Participating Authority and the Supplier as follows:
 - i)** The Supplier shall provide the Services to the Participating Authority in accordance with the provisions of the Framework Agreement and this Call-Off Contract to the reasonable satisfaction of the Participating Authority during the term of the Framework Agreement and at the rates and prices set out in the attached Order Form (but subject to revision in accordance with the provisions of this Call-Off Contract).
 - ii)** So long as the Supplier shall continue to provide the Services in accordance with the provisions of this Call-Off Contract and to the satisfaction of the Participating Authority, the Participating Authority shall make to the Supplier the payments invoiced by the Supplier in accordance with the provisions of this Call-Off Contract and the Framework Agreement either directly or via the Contracting Authority.
 - iii)** The Services to be provided under this Call-Off Contract are as specified in the Order Form and attached as Appendix 1.

¹ Commercial Services Kent Ltd is a company wholly owned by Kent County Council

1 GENERAL PROVISIONS

1.1 Definitions and Interpretations

The Definitions and Interpretations of the Framework Agreement apply to this Call-Off Contract unless as otherwise specified herein.

2 FORM OF CALL OFF CONTRACT

- 2.1** The Services shall be provided in accordance with the provisions of the Framework Agreement (set out in Appendix 2) together with its Schedules and this Call-Off Contract including appendices attached hereto. The definitions in the Framework Agreement shall where relevant apply to this Call-Off Contract. The Framework Agreement and the Call-Off Contract shall be read in conjunction with one another and both documents shall be read to be mutually explanatory.
- 2.2** Following the formation of a binding Call-Off Contract no deletion from, addition to, or variation of the terms herein shall be valid or have any effect unless agreed in writing and signed by the Parties.
- 2.3** In the event of any inconsistency between this Call-Off Contract and any provisions in the Framework Agreement the order of precedence set out in Clause 7 below shall prevail.
- 2.4** Copyright in the documents comprising this Call-Off Contract shall vest in the Participating Authority but the Supplier may obtain or make at its own expense any further copies required for use by the Supplier in the performance of this Call-Off Contract but for no other purpose whatsoever.
- 2.5** The headings contained in this Call-Off Contract are for reference purposes only and shall not be incorporated into the document and shall not be deemed to be any indication of the meaning of the Clause to which they relate.
- 2.6** Both Parties to this Call-Off Contract shall act in good faith towards each other in relation to all matters arising under it and in particular:
 - 2.6.1** both Parties shall do all things reasonably within their power, which are necessary or desirable to give effect to the spirit and intent of this Call-Off Contract and its fundamental objectives, and
 - 2.6.2** the Participating Authority's Contract Manager (as specified in the Order Form as Authorised Signature) shall be given all information and other facilities he may require to ensure that the Supplier is fulfilling its obligations under this Call-Off Contract. Personnel authorised to receive this information may change over the course of the contract period but must be advised to Supplier and Contracting Authority.

3 CALL-OFF PERIOD

- 3.1** Subject to the provisions relating to termination of the Framework Agreement the Call-Off Contract shall commence on the Commencement Date and shall expire automatically on the date set out in the Order Form unless it is otherwise terminated in accordance with the provisions of this Call-Off Contract, or otherwise lawfully terminated.

- 3.2** The period in Clause 3.1 above may be extended subject to the consent of the Contracting Authority. The terms and conditions of this Call-Off Contract shall apply to any such extension except as varied by agreement between the Parties.

4 PROVISION OF SERVICES

- 4.1** The Supplier shall provide the Services in accordance with the provisions of the Framework Agreement and as specified in this Call-Off Contract.
- 4.2** The Supplier will be responsible for the delivery of the Services purchased under this Call-Off Contract.
- 4.3** The Participating Authority will be responsible for giving the Supplier and the Contracting Authority sufficient and appropriate information about the Services to be provided.

5 SUPPLIER'S STATUS

At all times during the Contract Period the Supplier shall be an independent supplier and nothing in this Call-Off Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of this Call-Off Contract.

6 PARTICIPATING AUTHORITY'S OBLIGATIONS

Save as otherwise expressly provided, the obligations of the Participating Authority under this Call-Off Contract are obligations of the Participating Authority in its capacity as a contracting counterparty and nothing in this Call-Off Contract shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, nor shall the exercise by the Participating Authority of its duties and powers in any other capacity lead to any liability under this Call-Off Contract (howsoever arising) on the part of the Participating Authority to the Supplier.

7 ENTIRE AGREEMENT

- 7.1** In addition to the provisions of Clause 33 of the Framework Agreement, in the event of and only to the extent of any conflict between the Order Form, the Clauses of this Call-Off Contract and any document referred to in those Clauses, the conflict shall be resolved in accordance with the following order of precedence:
- the Order Form;
 - the Clauses of this Call-Off Contract; and
 - any other documents attached to the Call-Off Contract; and
 - the Framework Agreement.
- 7.2** This Call-Off Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

8 PAYMENT AND PRICE FOR SERVICES

Contract Price

- 8.1** The price shall be the price per kilowatt hour for the provision of electricity to include all costs incurred in supply, transmission & distribution, data processing, Supplier management fee, taxes and levies to each Site as appropriate.
- 8.2** The prices offered by the Supplier for Call-Off Contracts for supply of additional services shall be the prices tendered in accordance with the requirements of any mini-competition or direct award carried out.

Payment and VAT

- 8.3** For sites receiving a Procurement Only service, The Participating Authority shall pay all sums due to the Supplier within twenty one (21) days of receipt of a valid VAT invoice, submitted in accordance with the payment profile set out in the Order Form.
- 8.4** The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate this Call-Off Contract for failure to pay undisputed sums of money.
- 8.5** For sites receiving a Fully Managed service, the Participating Authority shall pay all sums due to the Contracting Authority as per the terms set out in the Access Agreement.

9 RECOVERY OF SUMS DUE

- 9.1** The Supplier shall make any payments due to the Participating Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Participating Authority to the Supplier.
- 9.2** All payments due shall be made within twenty one (21) days unless otherwise specified in this Call-Off Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

10 DEFAULT, DISRUPTION AND TERMINATION

- 10.1** For the avoidance of doubt the termination provisions in the Framework Agreement shall where relevant apply to this Call-Off Contract.

10.2 Framework Agreement

All Call-Off Contracts awarded under the Framework Agreement will remain in force should the Framework Agreement be terminated, unless the Framework Agreement is terminated for material breach.

Please tick if you would be interested in receiving information on our other products and service:

- ☐ **ENERGY** – Gas, Electricity, LED Lighting and Water
- ☐ **KCS** – Catalogue Supplies, Furniture, Software, MFDs, IT/AV, Fleet and Print
- ☐ **RECRUITMENT** – Permanent, Contract and Temporary staff
- ☐ **LANDSCAPES** – Grounds Maintenance, Hard Landscaping, Tree Works and Pest Control
- ☐ **INSPECTIONS** – Fire Protection, Safety Testing and Compliance
- ☐ **CTS VEHICLES** – Vehicle Maintenance and Repairs

OFFICE USE ONLY

Call-Off Contract approved by



Print Name

Richard Roberts

Date

08 November 2024



Metering (MOP) Site Summary

Participating Authority:	Transport for London
Contract Term:	5 Years
Contract Start Date:	1st August 2024
Contract End Date:	31st July 2029
Number of Supplies:	849
LASER Fees:	



Meter Type	5 Year Contract
Communications	
Standard Communications	
Fixed Line - PSTN	
Fixed Line - Broadband or PDL	
Meter Operations	
AMR	
HH COP5 & HH COP10	
HH COP3	
HH COP2	
Meter Purchase	
AMR	
HH COP5 & HH COP10	
HH COP3	
HH COP2	

CONTRACT FOR METERING SERVICES

TERMS & CONDITIONS

1 INTRODUCTION

- 1.1 Once a Term Sheet has been executed, such Term Sheet, these Terms and Conditions and any Appendices attached hereto (in each case as amended from time to time in accordance with these Terms and Conditions) shall together constitute a binding agreement between the Parties (the **Contract**).
- 1.2 The meanings of certain words and expressions used in the Contract and provisions covering the interpretation of the Contract are set out in Clause 18.

2 COMMENCEMENT AND DURATION

- 2.1 The Customer appoints the Operator to provide the relevant services based on the type of Metering Services in relation to each Metering point(s), on and from the Service Commencement Date.
- 2.2 The Contract shall continue in force in relation to each Metering point(s) for the Contract Term or if earlier until the earlier of:
 - 2.2.1 subject to Clause 2.3, the Operator receiving notice from the Supplier, intermediary or third party agent registered at a Metering point(s) that the Operator is no longer the Meter Operator Agent and/or the Data Services Provider in relation to such Metering point(s); and
 - 2.2.2 the termination of the whole Contract or termination of the Contract in respect of such Metering point(s) pursuant to Clause 9.
- 2.3 If the Contract applies to more than one Metering point(s) or Metering Services, any termination pursuant to Clause 2.2.1 shall only have effect in relation to the Metering point(s) or Metering Services for which the Operator is no longer the appointed Meter Operator Agent or the Data Services Provider and the Contract shall continue in force in relation to each other Metering point(s) and Metering Services at which the Operator remains appointed as Meter Operator Agent or Data Services Provider.
- 2.4 The appointment of the Operator as Meter Operator Agent and/or Data Services Provider in accordance with the Contract shall cover the Sites and Metering point(s) specified in the Term Sheet.

- 2.5 The Customer may request that the Operator provides the Metering Services in respect of Metering points at additional Sites (**Additional Sites**). The Operator may, at its absolute discretion, agree to provide the Metering Services in respect of such Additional Sites and the Parties shall agree the Additional Charges that will apply in relation to such Additional Sites by agreement of a Supplementary Site Schedule. Once agreed, such Supplementary Site Schedule shall constitute an amendment to the Contract in accordance with Clause 17.5 and the Customer hereby agrees and authorises the Operator to unilaterally amend the Contract by means of appending the Supplementary Site Schedule in accordance with this Clause 2.5.

- 2.6 The Operator shall commence the provision of Metering Services in respect of any Metering point(s) at Additional Sites following agreement between the Parties of the relevant Supplementary Site Schedule and appointment by the applicable Supplier, intermediary or other third-party agent(s).

- 2.7 The Customer shall:

- 2.7.1 save where the Operator is also the relevant Supplier, confirm to the Supplier that it has contracted with the Operator to provide the relevant Metering Services and procure that such Supplier appoints the Operator as Meter Operator Agent and/or Data Services Provider of the Metering Equipment at all Metering point(s) as soon as reasonably practicable and for entire term of the Contract; and
- 2.7.2 without prejudice to its right to terminate in accordance with Clause 9, not remove, attempt to remove, or procure the removal of, the Operator as Meter Operator Agent and Data Services Provider in respect of any Metering point(s) prior to its Contract End Date and, in any event, without providing at least 90 days' notice to the Operator of the same.

3 THE METERING SERVICES

- 3.1 Subject to the Customer's compliance with its obligations in the Contract, from the Service Commencement Date, the Operator shall provide the relevant Metering Services:
 - 3.1.1 except where Inherited Metering Equipment is in place, install the Metering Equipment at the applicable Metering point(s);
 - 3.1.2 maintain and operate the Metering Equipment at the applicable Metering point(s);

- 3.1.3 install replacement Metering Equipment at the end of the operational life of any Inherited Metering Equipment and/or any Metering Equipment installed in accordance with Clause 3.1.1;
- 3.1.4 collect and provide all Relevant Data obtained from Metering Equipment maintained and operated in accordance with Clause 3.1.2 to all Relevant Persons in accordance with the REC, BSC and Schedule 1 of these Terms and Conditions;
- 3.1.5 where any material defect which prevents any Metering Equipment at the applicable Metering point(s) from correctly recording and transmitting Relevant Data is identified within five (5) years of the Service Commencement Date, provided such Metering Equipment is not Inherited Metering Equipment, make good at its own expense any such defects, unless such defect has, in the Operator's reasonable opinion, arisen or been aggravated by:
 - (a) improper use by the Customer;
 - (b) improper use of, or damage caused to the Metering Equipment by any third party;
 - (c) normal wear and tear; and/or
 - (d) the Customer's negligence or breach of the Contract;
- 3.1.6 where a Site has Inherited Metering Equipment and a hardware fault or any other fault develops which in any way effects the functionality or communication capability of that Metering point(s) or where the Inherited Metering Equipment is not compatible with the Operator's systems, then the Operator reserves the right to replace Inherited Metering Equipment and the cost of replacement Metering Equipment and its installation will be charged in accordance with Clause 4.1;
- 3.1.7 register the Meter in the appropriate Registration Service;
- 3.1.8 where 'AMR Services' are selected on the Term Sheet, provide the AMR Services where considered necessary by the Operator; and
- 3.1.9 provide such other services required of a Meter Operator Agent and Data Services Provider (where relevant) in respect of the Metering point(s) as it considers reasonably necessary to ensure its compliance with the REC and/or the BSC.

4 CHARGES

- 4.1 The Customer shall pay to the Operator the Charges, any Transactional Charges and any Additional Charges which are payable in relation to the provision of Metering Services and any Abortive Fees payable in accordance with Clause 4.3. Such sums shall be specified in an invoice and shall be paid by the Customer in accordance with Clause 5 (PAYMENTS).
- 4.2 The Operator reserves the right to charge the Customer any Additional Charges as the Operator reasonably incurs in making adjustments to its processes in order to enable continuance of the Metering Services, including but not limited to where there is a change of the Customer's Supplier in respect of any Metering point(s). The Operator shall provide the Customer with a schedule of its latest applicable charges upon request.
- 4.3 The Customer shall pay the Operator the Abortive Fee if the Operator aborts a visit to any Site as a result of (i) an inability to gain access to the Site, (ii) the Meter Location being improperly maintained, or being considered unsafe, (iii) the incorrect personnel being present on behalf of the Customer at the Site, or (iv) any other reason that the Operator reasonably considers significant enough to cause it to abort its visit.
- 4.4 In the case of any Metering Equipment owned by the Customer, where the Operator advises that the Metering Equipment has reached the end of its certified life and requires replacement the Customer shall be responsible for the costs of such replacement of the Metering Equipment, such costs to be notified to the Customer by the Operator at the relevant time.
- 4.5 Once these Terms and Conditions have gone beyond the Contract End Date, the Operator reserves the right to invoice the Customer on Extended Metering Services Charges. The Operator shall provide the Customer with reasonable notice prior to any changes to the Customers invoicing to enable the Customer to agree a new contract and Charges and in the absence of this, the Extended Metering Services Charges shall continue to be due for the remainder of the period following the Contract End Date in which the Operator provides the Metering Services to the Customer under this Contract.
- 4.6 The Operator may vary the Extended Metering Services Charges at its discretion provided that it shall give at least one (1) month's notice of such increase to the Customer prior to the Contract

End Date and prior to any anniversary of the Contract Start Date thereafter.

4.7 In addition to our right to apply Extended Metering Services Charges, and without prejudice to any other rights we have, we may vary or add to any of the Charges including Additional Charges (but only by such amount(s) as will enable us to recover the additional costs suffered by us) by notifying you if any change is made to; (a) any statutory levy, charge, tax, tariff or similar or if any new statutory levy, charge, tax, tariff or similar is introduced; and/or (b) any obligation or cost imposed on us or suffered by us which affects our costs of complying with our obligations under these Terms and Conditions and which arises out of any change in law and/or regulations (including the introduction of new laws and regulations). Any notice provided to you under this Clause 4.7 that we are amending our Charges will include a specified date on which such changes are to take effect from.

5 PAYMENTS

5.1 Following the Service Commencement Date, the Operator may invoice the Customer for the Charges on its chosen billing cycle, including as part of a Supply Agreement.

5.2 Where the Operator chooses to include the Charges as part of a Supply Agreement, the Customer hereby agrees to pay in accordance with the terms of that Supply Agreement.

5.3 In addition to the Charges, the invoice provided by the Operator in accordance with Clause 5.1 shall (where applicable) include:

5.3.1 any Transactional Charges due for that month; and

5.3.2 any Abortive Fees due for that month;

5.3.3 any Extended Metering Services Charges; and

5.3.4 any Additional Charges.

5.4 The Customer shall pay all invoices (including any applicable VAT) issued by the Operator within thirty (30) days of the relevant invoice date. If all or part of any invoice remains outstanding after such thirty (30) day period, the Operator may, without prejudice to any other remedies available to it, charge interest on any unpaid amount at the Prescribed Rate from the date of the invoice until the date on which the Operator receives the full payment in cleared funds.

5.5 Where the customer elects to purchase the Metering Equipment, payment for the Meter is required to have been received in cleared funds before any Metering Services will be performed by the Operator.

5.6 If the Operator owes any undisputed amount to the Customer under, or in relation to, the Contract:

5.6.1 the Operator shall have sixty (60) days to make such payment; and

5.6.2 any interest on unpaid sums remaining after the sixty (60) day period shall be calculated at the Prescribed Rate.

6 GOVERNING LAW

The Contract and all claims and disputes (whether contractual or non-contractual) relating to it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales and the Parties hereto irrevocably and unconditionally submit to the exclusive jurisdiction of the English Courts.

7 LIMITATION OF LIABILITY

7.1 The exclusions and limitations in this Clause 7 override any other provision in the Contract unless expressly stated.

7.2 Subject to Clause 7.4, and save as provided in this Clause 7.2, neither Party (the Party Liable) shall be liable to the other for:

7.2.1 indirect or consequential loss including but not limited to loss of profit (including anticipated profits or savings), business, use, contract or goodwill;

7.2.2 loss, damage and/or degradation to any Data;

7.2.3 third party liabilities; and/or

7.2.4 loss directly or indirectly caused by Force Majeure.

7.3 The rights and remedies provided by the Contract to the Customer are exclusive, not cumulative and exclude and replace all substantive (but not procedural) rights or remedies, whether express or implied, that may be provided by common law or statute in respect of the subject matter of the Contract.

7.4 Notwithstanding any other provisions in the Contract, nothing in this Clause 7 shall:

- 7.4.1 exclude or restrict or otherwise prejudice or affect any protections which the Customer may have pursuant to any statute, statutory instrument, the BSC or the REC relating to the provision of the Metering Services; or
- 7.4.2 exclude or limit liability for death or injury arising from a Party's negligence.
- 7.5 Subject to Clause 7.4, the Operator's liability shall in no circumstances exceed the value of Charges payable by the Customer to the Operator under the Contract.
- 7.6 Each of the provisions of this Clause 7 shall be construed as a separate and severable contract term.
- 7.7 The Parties hold the benefit of the Contract for themselves and their respective officers, employees, servants and agents, and each Party shall be responsible for ensuring that they each observe and comply with these Terms and Conditions.
- 7.8 The Operator:
 - 7.8.1 provides no guarantees or warranties whatsoever with respect to the use, functionality or operation of any Inherited Metering Equipment, Meter Communications or other communications equipment used in connection with the Metering Services;
 - 7.8.2 bears no responsibility and does not accept any liability for any loss or damage or for any suits, claims, demands, costs, charges and expenses in contract, tort or otherwise (including legal costs) arising in connection with the use or operation of any Inherited Metering Equipment, Meter Communications or other communications equipment in connection with the Metering Services, howsoever caused; and
 - 7.8.3 subject to Clause 3, shall have no obligation or liability in respect of any Inherited Metering Equipment and no responsibility whatsoever for any rental or other charges associated with the use of such Inherited Metering Equipment to the Customer, meter asset provider or any other third party, and such costs shall be the sole responsibility of the Customer.
- 7.9 The Customer shall indemnify the Operator for any losses, claims, damages, expenses, judgments and penalties which may be incurred by the Operator in connection with the provision of Metering Services in respect of Inherited Equipment.
- 7.10 The Operator as Meter Operator Agent and Data Service Provider shall not be liable for any act or omission of a Supplier, intermediaries, any third party or agent that it relies upon to procure or provide the Metering Service, including failure to use, obtain and process Relevant Data (for whatever reason).
- 7.11 The Operator shall not be liable for any failure to comply with Clause 3 where such failure arises from:
 - 7.11.1 Force Majeure;
 - 7.11.2 any failure of any Meter Communications or other communication equipment used to send data which is beyond the reasonable control of the Operator;
 - 7.11.3 any act or inaction by a Supplier (excluding where the Operator is the Supplier), its third parties or agents upon which the Operator is reliant upon in any way in order to be able to provide all or part of the Metering Services to the Customer;
 - 7.11.4 any failure by the Customer to comply with its obligations under the Contract; and/or
 - 7.11.5 any failure of any Inherited Metering Equipment.
- 8 OPERATOR'S EQUIPMENT**
 - 8.1 The Operator shall maintain ownership of and title in the Operator Materials and the Customer shall not deal with the Operator Materials in any manner inconsistent with the same, nor shall the Customer charge, encumber, part with or sell the Operator Materials.
 - 8.2 If any or any part of the Operator Materials are:
 - 8.2.1 lost or damaged for any reason save the fault of the Operator the Customer shall pay the Operator the full amount of any loss, damage and expenses sustained by the Operator as a result; or
 - 8.2.2 removed on termination of the Contract the Customer shall:
 - (a) forthwith notify the Operator that the Operator Materials have been removed; and
 - (b) return the Operator Materials to the Operator at EDF Energy Customers, BT National Distribution Centre, Magna Park, Hunter Boulevard, Lutterworth, Leicestershire LE17 4XN, or such other address as the Operator may notify to the Customer, at the Customer's sole cost; or

- (c) reimburse to the Operator the Operator's costs of collecting the Operator Materials from the Customer if not returned by the Customer pursuant to Clause 8.2.2(b).

8.3 The Customer must provide a safe operating environment in which the Operator may carry out the Metering Services at the Site and shall ensure that the location and environment at the Site in which any Metering Equipment is installed (the "**Meter Location**") is suitably maintained so as to provide adequate operating conditions for the Metering Equipment and to allow the Metering Equipment to remain in good repair. The Customer shall maintain the Meter Location in a reasonably suitable and adequate condition at its sole expense.

8.4 If the Operator reasonably suspects that any Metering Equipment ceases to operate correctly due to damage caused by the Customer or a third party, irrespective of whether that damage was accidental, deliberate or malicious, then:

8.4.1 the Customer shall pay for the repair or replacement of such Metering Equipment (the price of such repair or replacement to be determined by the Operator acting reasonably); and

8.4.2 the Operator shall, if requested by the Customer, provide reasonable details of the damage and its possible causes.

8.5 Save to the extent the Data Service Provider carries out hand-held reads, if any Meter Communications associated with the relevant Metering Equipment is unable to operate as required at any time, the Operator shall have no obligation to provide any Metering Services in respect of the relevant Metering point(s) unless and until the Metering Communications are able to operate as required by the Operator or until a suitable alternative Meter Communications line has been installed by the Customer at its sole cost.

8.6 The Operator may at its sole discretion offer to carry out the installation and maintenance of or to switch the Metering point(s) to a different Meter Communications line (and shall provide reasonable notice beforehand) on the Customer's behalf and may increase the Communication Service Fee and/or apply Transactional Charges and/or apply Additional Charges to reflect the same.

8.7 Where Clause 8.5 or 8.6 above do not apply, if at any time the Operator has been unable to connect with any Metering point(s) due to low or intermittent Metering Communications signal strength, the Operator will require written confirmation from the Customer that an alternative Metering

Communications line has been installed at the Site, prior to re-commencing the Metering Services in respect of that Metering point(s).

8.8 If the Operator visits the Customer's Site as a result of insufficient Meter Communications which have not been properly remedied by the Customer, and such visit must be aborted or is incomplete as a result of the Customer's actions, the Operator may charge the Customer an Abortive Fee, which shall be in addition to the relevant Charges, any Transactional Charges and any Additional Charges.

9 TERMINATION

9.1 Either Party may terminate the Contract in whole or in part (meaning in respect of some (but not all) Metering point(s) only) with immediate effect by giving the other notice if that other Party commits an Event of Default.

9.2 The Customer may terminate the Contract in whole or in part (meaning in respect of some (but not all) Metering point(s) only) for its own convenience by giving no less than three (3) months' notice of the same to the Operator.

9.3 The Operator may immediately terminate the Contract in whole or in part (in respect of each Site and/or Metering point(s)):

9.3.1 for its own convenience provided it has given the Customer no less than one (1) months' notice of termination;

9.3.2 if the Customer fails to pay any amount properly due or owing pursuant to the Contract; or

9.3.3 any authorisation or consent granted to the Operator for the purpose of providing the Metering Services terminates or is withdrawn or is materially amended such that the Operator is unable to properly perform the Metering Services, unless a suitable variation to the Contract can be agreed in writing between the Parties so that the Operator can continue to provide the Metering Services on terms acceptable to it.

10 CONSEQUENCES OF TERMINATION

10.1 Subject to Clause 10.2, if the Contract terminates (in whole or in part) for any reason prior to the Contract End Date of a Metering point(s) (save where such termination is a direct result of an Event of Default by the Operator), the Customer shall, in relation to each such Metering point(s):

10.1.1 pay to the Operator the Charges for each year left to run for such Metering point(s) between the termination date and the Contract End Date;

10.1.2 permit the Operator to enter the Site, or obtain the necessary permission from the occupier of that Site, for the purpose of repossessing and removing any Operator Materials; and

10.1.3 not be eligible for any pro-rata refund of any Charges paid to the Operator.

10.2 Where Clause 10.1 applies as a result of the Customer vacating a Site, if the Customer is able to arrange for the incoming tenant of such Site to contract with the Operator, on terms no less favourable than the terms of the Contract and for a term of no less than the period from the date of termination to the Contract End Date of the Metering point(s) at such Site, the Operator shall not apply the charges and right of entry under Clause 10.1.1 and 10.1.2 above.

10.3 Termination of the Contract in whole or in part shall not prejudice nor affect the accrued rights or liabilities of the Parties or affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination, including Clauses 4-8, this Clauses 10, 11, 12, 14, 15, 16, 17 and 18.

10.4 For the avoidance of doubt, on termination of the Contract (whether in whole or in part), the title in any Metering Equipment affected by such termination, and for which the Contract End Date has not yet expired, shall remain with the Operator until the Customer's obligation in Clause 9.3.2 has been fulfilled.

10.5 The Customer agrees that the amount set out in Clause 10.1.1 is a reasonable and valid pre-estimate of the damage suffered by the Operator as a result of the early termination (whether in whole or in part) of the Contract.

10.6 The Operator may use or transfer any debts or credits accrued by the Customer under the Contract:

10.6.1 to any other accounts the Customer has with the Operator (including onto any Supply Agreement) or to pay off any other debt the Customer owes to the Operator or the Operator's group companies in contract or otherwise; and/or

10.6.2 if the Operator is not the Customer's Supplier, to transfer any debt accrued under the Contract onto any Supply Agreement that the Customer has with a Supplier.

10.7 The exercise by the Operator of its rights under Clause 10.6 shall be without prejudice to any other rights or remedies available to it under the Contract.

11 INTELLECTUAL PROPERTY

All intellectual property rights arising from the performance of the Metering Services by the Operator, including all and any rights to the data derived therefrom shall vest in and shall remain the absolute and exclusive property of the Operator.

12 ACCESS AND INFORMATION

12.1 The Customer shall at all times permit the Operator and its duly authorised agents, employees and sub-contractors free and unrestricted access (whether on Site or otherwise) to the Metering Equipment whenever required by the Operator in order to enable the Operator to perform the Metering Services or meet its industry obligations.

12.2 The Customer shall provide the Operator with such information in its ownership relating to each Metering point(s) as the Operator may reasonably require for the proper performance of the Metering Services, including where appropriate sufficient copies of all drawings and records.

13 ASSIGNMENT AND SUB-CONTRACTING

13.1 Neither Party may assign the benefit of the Contract, whether in whole or in part to another person without the other's prior written consent, save that the Operator may:

13.1.1 assign the benefit and/or transfer the benefit and the burden of the Contract to any person as it sees fit; and

13.1.2 sub-contract or delegate the performance of any of its obligations as it sees fit, save that such sub-contracting or delegation shall not relieve the Operator from its liability for the performance of such obligations.

14 CONFIDENTIALITY

Each Party hereby undertakes for itself and on behalf of its agents, employees and contractors to keep the terms of the Contract confidential, provided that this obligation shall not apply to any information which is in the public domain other than through a breach of this undertaking or any information which was already in the relevant Party's possession.

15 NOTICES

- 15.1 All notices to be given pursuant to the Contract shall be delivered personally or sent by recorded post to the address specified in the Term Sheet or sent by email to the applicable email address specified in the Term Sheet (or any other such address or email address as is notified to the other Party from time to time).
- 15.2 A notice sent by recorded post shall be deemed to have been served 2 days after it was sent and a notice delivered by hand or email shall be deemed to be served upon actual delivery or transmission respectively.

voidable, illegal or unenforceable for any reason whatsoever the remainder of the Contract shall nonetheless remain in full force and effect as if the relevant provision were not contained in the Contract provided that if any such determination results in the commercial frustration of the principal terms of the Contract then the Parties shall use reasonable endeavours to renegotiate the Contract in good faith.

- 17.4 A person who is not a Party shall not have any rights of enforcement under it by virtue of the Contracts (Rights of Third Parties) Act 1999.

- 17.5 No variation of the Contract shall be effective unless it is in writing and signed by or on behalf of each Party.

- 17.6 The Parties agree that these Terms and Conditions may be executed in counterparts, all of which taken together shall constitute one and the same agreement.

16 FORCE MAJEURE

- 16.1 If either Party is unable to carry out any of its obligations under the Contract due to circumstances of Force Majeure, the Contract shall remain in effect but the obligations of the Party affected shall be suspended without liability for as long as the Force Majeure prevents such Party carrying out obligations affected, provided that:

- 16.1.1 the suspension of the performance is of no greater scope and of no longer duration than is required by Force Majeure;
- 16.1.2 no obligation of either Party which arose before the Force Majeure causing the suspension are excused as a result of the Force Majeure; and
- 16.1.3 the Party affected uses reasonable efforts to remedy its inability to perform as quickly as possible.

17 GENERAL

- 17.1 The Contract constitutes the entire agreement between the parties with respect to its subject matter and expressly excludes any representation, warranty, condition or other undertaking implied by law or by custom and supersedes all previous agreements and understandings between the Parties with respect thereto.
- 17.2 A failure or delay in exercising any right or remedy under the Contract shall not constitute a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not prevent the further exercise of that right or remedy. A waiver of a breach of the Contract shall not constitute a waiver of any other breach.
- 17.3 If any provision of the Contract is held by any court of competent jurisdiction to be void,

18 DEFINITIONS AND INTERPRETATION

- 18.1 In the Contract:

Abortive Fee means the fee notified by the Operator to the Customer from time to time, and which is set out in the Transactional Charges list available on request (as may be updated by the Operator from time to time);

Act means the Electricity Act 1989 (as amended);

Additional Charges means any other charges that the Operator incurs in providing the Metering Services to the Customer and which are reasonably determined by the Operator or previously agreed with the Customer, and included on the Term Sheet from time to time or invoiced separately;

Additional Sites shall have the meaning set out in Clause 2.5;

AMR Services means the services which apply for AMR type Meters and relates to the provision of automated meter reading services by installation (if required) and maintenance of a suitable meter and taking of a registered read no less than monthly to a Supplier or data collection agent and ability for the Customer to download a CSV flat file but which shall not include any advanced energy management functionality;

BSC means the Balancing and Settlement Code;

Charges means the Charges specified as such in the Term Sheet as may be updated from time to time in accordance with these Terms and Conditions, including but not limited to the Data Service Charges, a Meter and

Maintenance Charge, Communication Service Fee and any Additional Charges. The Charges shall be payable in respect of each Metering point(s) at which the Metering Services will be performed during the Term.

Codes of Practice means the Codes of practice for the metering of energy transfers covered by the BSC;

Communication Service Fee means the charges and services fees due per Metering point(s) which are payable by the Customer to the Operator as part of the Charges for provision of the Metering Services described at Clause 3. This charge shall be at the rates set out in the Term Sheet (as applicable dependent on the relevant Meter Communication type of each Metering point(s) and may be increased in accordance with Clause 8.6);

Contract has the meaning set out in Clause 1.1;

Contract Term means the term specified as described in Clause 2.2 and the Term Sheet;

Customer means the person identified as such in the Term Sheet;

Contract End Date means, in respect of a Metering point(s), the date which is no earlier than 5 years from the date of installation of any Metering point or the Contract Start Date (whichever is the later) unless otherwise specified in the Term Sheet forming part of these Terms and Conditions;

Data means any information obtain by the Operator relating to the Customer and these Terms and Conditions including but not limited to Relevant Data;

Data Service Charges means the Charges payable by the Customer to the Operator where appointed as Data Service Provider in accordance with Schedule 1;

Data Service Provider shall have the meaning given to it in the REC, BSC and Schedule 1 of these Terms and Conditions;

Distribution System means a system of electric lines for the distribution of electricity owned or operated by the holder of a licence granted under the Act;

Electricity Arbitration Association means the Electricity Arbitration Association at 5 Meadow Road, Great Gransden, Sandy, Beds, SG19 3BD (as may be updated from time to time);

Event of Default occurs if a Party:

- (a) commits a material or persistent breach of the Contract which, if capable of remedy, is not remedied within 28 days' notice of such breach or

breaches having been notified by the other Party; or

- (b) is made bankrupt or a resolution is passed for the winding up or dissolution of that Party or a receiver or administrative receiver is appointed or if the Party enters into a scheme of arrangement or is unable to pay its debts within the meaning of the Insolvency Act 1986;

Extended Metering Service Charges means the Operator's Charges which may be applied by the Operator and become due from the Customer following the Contract End Date and for the remainder of the period thereafter whilst the Operator is appointed as Meter Operator Agent and/or Data Services Provider;

Force Majeure means any event or circumstance which is beyond the reasonable control (which does not include bankruptcy or insolvency) of a party to the Contract and which results or causes the failure of that party to perform any of its obligations under the Contract;

Holding Company and Subsidiary has the meaning given in Section 1159 of the Companies Act 2006;

Inherited Metering Equipment means any Metering Equipment which was not installed by the Operator (which shall include but is not limited to Metering Equipment owned by the Customer, Supplier, third party metering operator or any other third party) but which the Operator has agreed to be included within the scope of these Terms and Conditions;

Installation Date means the date on which the Operator's installation of a new Metering point(s) is recorded in the Registration Service;;

Meter means the meter which meets the requirements of the applicable Codes of Practice and forms part of the Metering Equipment;

Meter & Maintenance Charge means the fee and any charges payable by the Customer to the Operator per Metering point(s) as part of the Charges (where applicable) for the : (i) supply of any Metering Equipment by the Operator at such Metering point(s); (ii) the maintenance of any Metering Equipment at such Metering point(s); and (iii) the commencement of Metering Services described in Clauses 3.1.1, 3.1.2, 3.1.5, 3.1.7, 3.1.8 and where applicable 3.1.9 in respect of such Metering point(s);

Meter Communications means the technology, network connections and communications infrastructure required to remotely transmit reads from Metering point(s) including but not limited to Standard Communications, broadband and PSTN;

Meter Location shall have the meaning given to it in Clause 8.3;

Meter Operator Agent shall have the meaning given to it in the REC;

Metering Equipment shall have the meaning given to it in the REC save that such term shall only apply to such equipment located, or to be located, at a Metering point(s) following the Service Commencement Date and, for the avoidance of doubt, provided that any Metering Equipment installed by the Operator shall remain the property of the Operator at all times;

Metering point(s) means the point(s) of connection which is made between a Distribution System and the premises of a Customer and at which the Meter is located;

Metering Services means the relevant services provided to the Customer where the Operator is appointed as Meter Operator Agent and/or Data Service Provider, as further described in Clause 3;

MPAN means the unique reference number in respect of any Metering point(s), as defined in the REC;

Operator Materials means any and all tools, equipment or ancillary devices supplied by the Operator in order to perform the Metering Services and/or any Metering Equipment supplied by the Operator for which the Customer has not paid the Operator full sum due in respect of that Metering Equipment in accordance with the terms of payment relevant to the Contract meaning that the Operator retains legal title in such Metering Equipment;

Party means either of the parties to the Contract being the Customer and the Operator (as identified in the Term Sheet) and Parties shall be construed accordingly;

Prescribed Rate means an annual interest rate of 4% above the base lending rate of Barclays Bank plc;

Registration Service means the Supply Meter Registration Service (SMRS) or the Electricity Retail Data Service (ERDA);

Relevant Data means the data in relation to the Metering Services to be passed to the Relevant Persons, as set out the REC and the BSC;

Relevant Person means the Customer's Supplier and any accredited party described in the REC and BSC relevant to the Metering Services provided under these Terms and Conditions;

Retail Energy Code (REC) is a set of obligations governing market participants operating in the retail energy market within Great Britain;

Service Commencement Date means the date specified as such on the front page of the Terms Sheet;

Site means any land or building in which:

- (a) a Meter is to be installed or for the time being is in situate; and
- (b) the Metering Services are to be carried out, including the site or sites specified in the Contract, including any Additional Sites;

Standard Communications means any wireless or network-based method used for Meter Communications that does not require a dedicated fixed line installed and/or leased by EDF, including but not limited to GPRS, 4G/LTE, LAN, and other methods developed or updated from time to time but excludes any bespoke or legacy infrastructure (for example, fibre broadband and PSTN).

Supplementary Site Schedule means any additional schedule used for the addition or variation of Metering point(s) at which the Metering Services are to be provided to the Customer by the Operator;

Supplier means a person authorised to supply electricity with a licence granted under the Act;

Supply means a supply of electricity provided by a Supplier to a Customer at a Metering point(s);

Supply Agreement means the contract for a supply of energy between the Customer and any Supplier to the Metering point(s);

Term Sheet means the document entitled "Contract for Metering Services", containing details of the Customer and other relevant details;

Terms and Conditions means these terms and conditions; and

Transactional Charges means any charges for additional non-standard or ad hoc services not covered within the Metering Services, including charges for work completed outside of normal operating hours for the Operator, or for any ancillary equipment. Details of the current charges shall be provided to the Customer upon request.

18.2 In the Contract:

18.2.1 any reference to:

- (a) "Clause" or "clause" means a clause of these Terms and Conditions;
 - (b) this "Contract" means the agreement between the Operator and the Customer which includes these Terms and Conditions for the provision of the Metering Services;
 - (c) a "schedule" means a schedule to this Contract;
- 18.2.2 the expression "including" is to be construed without limitation; and
- 18.2.3 a word in the singular includes a word in the plural and vice versa;
- 18.2.4 headings, sub-headings and captions shall not affect the construction or interpretation of the Contract;
- 18.2.5 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 18.2.6 a word of any gender includes the corresponding words of each other gender and a reference to one sex includes all sexes;
- 18.2.7 where any word or phrase is given a defined meaning, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- 18.2.8 words, phrases or expressions which are not defined herein and which have a generally accepted meaning within the business of electricity metering in England and Wales shall have that meaning in the Contract;
- 18.2.9 any reference to an amount of money is a reference to the amount in the lawful currency of England and Wales;
- 18.2.10 a reference to a "Working Day" is a day which is not a Saturday or a Sunday or bank holiday in England and Wales;
- 18.2.11 all references to a statutory provision shall be construed as including references to:
- (a) any statutory modification, consolidation; or
 - (b) re-enactment (whether before or after the date of the Contract) for the time being in force; and
 - (c) all statutory instruments or orders made pursuant to a statutory provision.

SCHEDULE 1

1 DATA SERVICE PROVIDER

- 1.1 This Schedule shall apply from the Service Commencement Date where the Operator is appointed as Data Service Provider to the Metering point(s).
- 1.2 Subject to Paragraph 1.4, the Operator shall remotely obtain the Relevant Data from the Customers Metering point(s) and share this with the Relevant Persons for the purposes of providing the Metering Services.
- 1.3 The Operator may invoice the Customer and the Customer agrees to pay the Data Service Charges in accordance with Clause 5 of these Terms and Conditions.
- 1.4 Where the Operator is unable to obtain remote reads in accordance with Paragraph 1.2 above due to any circumstances arising under Clause 8 of these Terms and Conditions or due to:
- 1.4.1 there being no Meter Communications available to the Operator for any period of time whether directly to the Metering point(s) or caused by a national outage or telecommunications failure, or any other reason that is not a direct fault of the Operator; or
 - 1.4.2 the Inherited Metering Equipment or any Metering Equipment not installed by the Operator is deemed by the Operator in its reasonable opinion to be faulty, damaged, or not maintained by the Customer;
- then the Customer shall pay the Operator any Additional Charges incurred in obtaining handheld meter reads from the Metering point(s).
- 1.5 Where the Operator is required to obtain handheld meter reads from the Metering point(s) on behalf of the Customer, the provisions of Clause 8.3 of these Terms and Conditions shall apply. The Operator is not liable to the Customer for failure to obtain handheld meter reads from the Metering point(s) as a result of the Customers non-compliance with any of the provisions of these Terms and Conditions and in such circumstances, the Operator is entitled to provide the Supplier with estimated reads.
- 1.6 In the event of any loss, damage and/or degradation of any Data, the Customers hereby accepts that its sole and exclusive remedy is the restoration of the Data where there is a back-up available to the Operator.

SPECIAL CONDITIONS OF CONTRACT- TFL GROUP REQUIREMENTS

The conditions found below shall be treated as Special Conditions as defined at clause 1 of the terms and conditions of the Contract and all consequent obligations and provisions under the Contract shall attach fully to them.

1. Interpretation

1.1. For the purposes of these Special Conditions of Contract:

"TfL Group" Transport for London ("TfL"), a statutory body set up by the Greater London Authority Act 1999 and any of its subsidiaries and their subsidiaries. The Customer is a member of the TfL Group;

in these Special Conditions the meanings of the words and expressions shall have the meanings specified in the Contract unless otherwise specified herein.

1.2. The Contract shall comprise of the following agreements between the Operator and Customer: (a) the Terms and Conditions for Half Hourly Meter Operator Services (**MOP Terms**); (b) these Special Conditions of Contract (**Special Conditions**); (c) the Laser Framework Agreement relating to the Supply of Half Hourly, Non Half Hourly, Metered and Unmetered Electricity with Meter Operations and Additional Services (**Laser Agreement**); and (d) the QUENSH Terms referenced in these Special Conditions (**QUENSH Terms**),

Together, comprising the **Contract**.

1.3. In the event there are any conflicts or inconsistencies in the terms referenced in clause 1.2 of these Special Conditions, the agreements will take the following order of precedence (a) clauses 14.4.4 and 16 of the QUENSH Terms; (b) the MOP Terms; (c) the Special Conditions; (d) the Laser Agreement; (e) the remaining clauses in the QUENSH Terms.

2. Communications Charges

2.1. There will only be one Communications Charge (as specified in the Site Schedule) per Communications Number (as specified in the Site Schedule or as otherwise determined from time to time). That is, where MPANs or meters share the same Communications Number, there will only be one Communications Charge per Communications Number, not per MPAN or meter.

3. Language

- 3.1. English shall be the language of the Operator and all documentation or information required or produced in the course of or in connection with the Operator's performance shall be in English.

4. Gifts and Payment of Commission

- 4.1. The Operator shall not, and shall ensure that its subcontractors shall not, pay any commission, fees or grant or rebate to any employee, officer or agent of the Customer nor favour any employee, officer or agent of the Customer with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Customer other than as representatives of the Customer, without the Customer's written approval. Without prejudice to its rights under Special Condition 5 the Customer shall have the right to audit any and all such records necessary to confirm compliance with this Special Condition 4 at any time during performance of the Contract and during the six year period following its expiry. Breach of this Special Condition 4 shall constitute a material breach of the Contract and shall entitle the Customer to terminate with immediate effect the Contract between the Contractor and the Customer.

5. Records, Audit and Inspection

- 5.1. The Operator shall, and shall procure that its subcontractors shall, maintain a true, accurate, complete and orderly set of records including personnel and training records pertaining to all activities relating to their performance of the Contract and a true, accurate, complete and orderly document recording all transactions entered into by the Operator for the purposes of the Contract including copies of any documentation generated by or in possession of the Operator, all sub-contracts and all such other information reasonably required by the Customer or specified in the Contract. The Operator agrees, and shall use all reasonable endeavours to procure that its sub-contractors agree, to retain all such records for a period of not less than six years (or such other period as may be required by law or statute or stated in the Contract) after completion of performance under the Contract. The Customer shall have the right to audit any and all such records at any time during the performance of the Contract and during such period as may be required by law or statute or stated in the Contract following its expiry. The Customer agrees not to cause audits under the Contract to be carried out more frequently than once a year and on not less than 30 days written notice to the Operator. Nothing in this Special Condition 5 shall require the Customer to disclose any information which it is not permitted to disclose or is prohibited from disclosing under any laws or which the Customer deems sensitive (for any reason) and not relevant to the Customer's audit. The Operator shall give the Customer all reasonable assistance and co-operation necessary to enable the Customer to exercise its rights under this Special Condition 5. In carrying out any audit the Customer shall use all reasonable endeavours to minimise the disruption caused to the Customer's operations. Each party shall be responsible for their own costs in relation to such audits.

6. Payments

- 6.1. Any payments made by the Customer hereunder including final payment under the Contract shall not prevent the Customer from recovering any amount which:
 - 6.1.1. is not subject to any bona fide dispute between the Parties; and
 - 6.1.2. the Customer has overpaid or wrongfully paid in connection with this Contract, however such payments may have arisen including but not limited to those paid to the Operator by mistake of law or fact.

7. Workplace Harassment

- 7.1. The Customer's workplace harassment policy requires the Customer's own staff and those of its contractors to fully comply with this policy to eradicate harassment in the workplace. Without prejudice to compliance with any relevant laws and I or any Customer policies the Operator shall ensure that its staff, and those of its sub-contractors, working on the Customer's premises are fully conversant with the requirements of this policy. The Operator shall fully investigate any allegations of workplace harassment if found to have occurred.

8. Data Protection

- 8.1. The Parties shall at all times comply with the Data Protection Legislation and neither shall by any act or omission cause the other to be in breach of any Data Protection Legislation. For the purposes of this Special Condition 8 **"Data Protection Legislation"** means:
 - 8.1.1. the Data Protection Act 2018;
 - 8.1.2. the General Data Protection Regulation ((EU) 2016/679) (including to the extent incorporated into law applicable in the United Kingdom and known as the "UK GDPR" under the Data Protection Act 2018);
 - 8.1.3. any subordinate legislation made under that Act from time to time;
 - 8.1.4. any guidance issued by the Information Commissioner (as defined in that Act) from time to time; and
 - 8.1.5. any policies issued by the Parties from time to time in relation to the processing of data.

9. Quality Assurance and Best Value

- 9.1. The Operator shall maintain an effective and economical programme for quality, planned and developed in conjunction with any other functions of the Operator necessary to satisfy the Contract requirements. The Operator acknowledges that TfL is a best value authority for the purposes of the Local Government Act 1999 and as such TfL and the Customer are required to make arrangements to secure continuous improvement in the way they exercise their functions, having regard to a combination of economy, efficiency and effectiveness. The Operator shall provide reasonable assistance to the Customer (and, if appropriate, TfL) to discharge this duty where possible and agrees to negotiate in good faith (acting

reasonably) any changes to this Contract in order for the Customer (and, where appropriate, TfL) to achieve best value (while also having regard to the Operator's interests).

10. Transaction Charges

10.1. The following shall be construed as a Transaction Charge as at clause 4 of this Contract and all obligations and provisions relating thereto shall apply to the following:

10.1.1. Any work required by the Customer to be undertaken by the Operator during its engineering hours (2.00 am to 5.00 am) will incur a per event surcharge in line with the Additional Charges which accompanies this Contract.

11. Responsible Procurement

11.1. In this Special Condition of Contract:

"Responsible Procurement Principles" means the five themes of responsible procurement more particularly described in the GLA Group Responsible Procurement Policy dated March 2021 and as may be further updated and communicated to the Operator from time to time. The GLA Group Responsible Procurement Policy is available here: https://www.london.gov.uk/sites/default/files/gla_group_responsible_procurement_policy_2021.pdf.

11.2. The Operator shall have regard to the Responsible Procurement Principles and shall comply at all times, so far as they are applicable to the Operator, with the obligations with regard to the Responsible Procurement Principles. A copy of the Responsible Procurement Principles is available on www.tfl.gov.uk/info-for/suppliers-and-contractors/supplier-relations#on-this-page-3.

12. Crime and Disorder

12.1. The Operator acknowledges that the Customer is under a duty in accordance with Section 17 of the Crime and Disorder Act 1998 to:

12.1.1. have due regard to the impact of crime, disorder and community safety in the exercise of the Customer's duties;

12.1.2. where appropriate, identify actions to reduce levels of crime and disorder; and

12.1.3. without prejudice to any other obligation imposed on the Customer, exercise his functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area, and in the performance of this Contract the Operator shall assist and co-operate, and use its reasonable endeavours to procure that its subcontractors (if any) assist and co-operate, with the Customer where possible to enable the Customer to satisfy its duty.

13. London Living Wage

13.1. In this Special Condition of Contract:

"Effective Date" means 01 August 2024;

"GLA Act" means the Greater London Authority Act 1999;

"Greater London" means that term as it is used in the GLA Act;

"London Living Wage" means the basic hourly wage current at the Effective Date (before tax, other deductions and any increase for overtime) as may be revised from time to time by the Mayor or any other body or agency whose directives, decisions, instructions, rulings, laws, or regulations are directly enforceable against the Customer;

"Mayor" means the person from time to time holding the office of Mayor of London as established by the GLA Act; and

"Underground Network" means the Stations and depots (wherever situate), assets, systems, track, and other buildings, which are used in the maintenance and provision of the underground service known as the **"London Underground"**.

13.2. The Operator acknowledges and agrees that the Mayor, pursuant to section 155 of the GLA Act, has directed the TfL Group (including the Customer) to ensure that the London Living Wage is paid to anyone engaged by the TfL Group who is required to perform contractual obligations in Greater London or on the Underground Network.

13.3. Without prejudice to the generality of Special Condition of Contract 11, with effect from the Effective Date the Operator shall and shall procure that its subcontractors (if any) shall:

13.3.1. ensure that none of its employees engaged in the performance of this Contract in Greater London or on the Underground Network (but not otherwise) is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;

13.3.2. ensure that none of his employees engaged in the performance of this Contract is paid less than the amount to which they are entitled in their respective contracts of employment; and

13.3.3. co-operate and provide all reasonable assistance to the Customer and any member of the TfL Group in monitoring the effect of the London Living Wage.

14. Data Transparency

14.1. In this Special Condition of Contract:

"Transparency Commitment" means the transparency commitment

stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the TfL Group is committed to publishing its contracts, tender documents and data from invoices received.

- 14.2. The Operator acknowledges that the Customer is subject to the Transparency Commitment.

15. Conflict of Interest

- 15.1. The Operator acknowledges and agrees that it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with performing this Contract or any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the Customer.
- 15.2. The Operator shall undertake ongoing and regular conflict of interest checks throughout the duration of this Contract and shall notify the Customer in writing immediately on becoming aware of any actual or potential conflict of interest with performing this Contract or any member of the TfL Group and work with the Customer to do whatever is necessary (including the separation of staff working on and/or data relating to this Contract from the matter in question) to manage such conflict to the Customer's reasonable satisfaction at no cost to the Operator.

16. Freedom of Information

- 16.1. In this Special Condition of Contract:

"FOI Legislation" means the Freedom of Information Act 2000, and 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 Department of Constitutional Affairs, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation.

- 16.2. The Operator acknowledges that the Customer:

16.2.1. is subject to FOI Legislation and the Operator agrees (subject to the remainder of this Special Condition of Contract) to provide such reasonable assistance and cooperation as the Customer may reasonably request in order for the Customer to comply with its obligations under the FOI Legislation (including forwarding any request for information under the FOI Legislation).

- 16.3. Both Parties acknowledge and agree that the terms and conditions of this Agreement are confidential and (in relation to price and EDF Energy know-how and specific commercial practices and information) commercially sensitive information and the Customer agrees it will not disclose any terms and conditions of the Agreement unless required to under the FOI Legislation. The Customer shall consult with the Operator in relation to determining which information may be exempt from disclosure under the FOI Legislation and shall have regard to the Operator's views (subject always and necessarily to the Customer's

obligations to comply with the FOI Legislation).

17. Criminal Records Declaration

17.1. In this Special Condition of Contract:

"Relevant Individual" means any servant, employee, officer, consultant or agent of the Operator or any subcontractor carrying out, or intended to carry out, any aspects of this Contract; and

"Relevant Conviction" means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security.

- 17.2. The Operator shall procure from each Relevant Individual (as the case may be) a voluntary declaration that he has no Relevant Convictions ("**Declaration**") or disclosure of any Relevant Conviction he has committed. The Operator shall confirm to the Customer in writing on request not less than once in every year that each Relevant Individual has provided a Declaration and detailed of any who have not (together with confirmation of compliance with Clause 17.3 below). The Operator shall procure that a Relevant Individual notifies the Operator immediately if he is found guilty by a court of law of a Relevant Conviction throughout the duration of this Contract and the Operator shall notify the Customer in writing immediately so far as it is permitted to by law and in accordance with the Operator's HR policies on becoming aware that a Relevant Individual has been found guilty by a court of law of a Relevant Conviction.
- 17.3. The Operator shall not engage or allow to act on behalf of the Operator or any subcontractor in the performance of any aspect of this contract any relevant individual who has disclosed a Relevant Conviction and any Relevant Individual who has not provided the Declaration referred to in Special Condition of Contract 17.2.
- 17.4. The Customer may audit and check any and as such records of the Operator as are necessary in order to monitor compliance with this Special Condition of Contract at any time during performance of this Contract.
- 17.5. If the Operator fails to comply with the requirements under Special Condition of Contract 17.2 and or 17.3, the Customer may, without prejudice to its rights under Special Condition of Contract 17.6, serve notice on the Operator requiring the Operator to immediately take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the performance of any aspect of this Contract unless (in the case of non-compliance with Special Condition of Contract 17.2) within 7 days of receipt of the notice the Operator confirms to the Customer that it has procured all of the Declarations required under Special Condition of Contract 17.2.
- 17.6. If either Party becomes aware that a Relevant Individual has committed a Relevant Conviction, the Operator shall take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the performance of any aspect of this Contract.

17.7. Nothing in this Special Condition of Contract 17 in any way waives, limits or amends any obligation of the Operator to the Customer arising under this Contract and the Operator's obligation to perform this Contract remains in full force and effect and the Operator cannot claim any extra costs or time as a result of any actions under this Special Condition of Contract 17.

18. Work Related Road Risk

18.1. In this Special Condition of Contract, the following expressions shall have the following meanings:

“Alternative Scheme”	has the meaning given to it in Clause 18.2.1;
“Approved Progressive Driver Training”	an ongoing programme of Drivers’ training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment consistent with the FORS Standard accreditation level required by Special Condition of Contract 18.2.3 for the value of the Contract;
“Category M Vehicle”	a power-driven vehicle having at least four wheels and designed for the carriage of passengers;
“Category N1 Vehicle”	a vehicle with an MAM not exceeding 3,500 kilograms but not including Category M Vehicles;
“Category N2 HGV”	a vehicle with an MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms and not including Category M Vehicles;
“Category N3 HGV”	a vehicle with an MAM exceeding 12,000 kilograms but not including Category M Vehicles;
“CLOCS Standard”	the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites; further information can be found at: www.clocs.org.uk ;
“Collision Report”	a report detailing all collisions during the previous 12 months involving injuries to

	persons or fatalities;
“Delivery and Servicing Vehicle”	an HGV or a Category N1 Vehicle;
“Driver”	any employee of the Service Provider (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;
“DVLA”	Driver and Vehicle Licensing Agency;
“Direct Vision Standard” or “DVS”	Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk ;
“DVS Schedule”	the Heavy Goods Vehicle Direct Vision Standard Schedule attached to this Contract;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk ;
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk ;
“HGV”	a vehicle with a MAM exceeding 3,500 kilograms but not including Category M Vehicles;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while the vehicle is

used on the road;

“Silver Accreditation”

the second highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk;

“Supply Chain”

any sub-contractors or sub-consultants of whatever tier beneath the Service Provider and appointed in relation to the Services; and

“WRRR Report”

Self-Certification has the meaning given to it in Clause 18.10.

Fleet Operator Recognition Scheme Accreditation

18.2. Where the Operator operates Delivery and Servicing Vehicles to provide the Services, it shall within 180 days of the Contract Commencement Date:

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

18.2.2. (unless already accredited to the required accreditation within the FORS Standard for the value of the contract as set out in Special Condition of Contract 18.2.3 below) have attained the accreditation in relation to the corresponding contract value shown at Special Condition of Contract 18.2.3 below.

18.2.3. The required FORS Standard accreditation corresponding to the relevant contract value:

Value of contract with the Authority	Required standard	
One million pounds sterling or less (≤ £1,000,000)	For the Operator	Silver Accreditation (or higher) or the equivalent standard within the Alternative Scheme
	For the Supply Chain	Silver Accreditation (or higher) or the equivalent standard (or higher) within the Alternative Scheme
Over one million pounds sterling (>£1,000,000)	For the Operator	Gold Accreditation or the equivalent standard within the Alternative Scheme
	For the Supply Chain	Silver Accreditation (or higher) or the equivalent standard (or higher) within the Alternative Scheme

- 18.3. The Operator shall maintain the relevant standard set out at Special Condition of Contract 18.2.3 above (or the equivalent standard within the Alternative Scheme) by way of an annual independent audit in accordance with the relevant accreditation within the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme.
- 18.4. The Operator shall procure that its Supply Chain maintain the relevant standard set out at Special Condition of Contract 18.2.3 above (or the equivalent standard within the Alternative Scheme) by way of an annual independent audit in accordance with the relevant accreditation within the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme.

Safety Features on HGVs

- 18.5. The Operator shall ensure that every HGV, which it uses to provide the Services, shall be fitted with safety features consistent with the Silver Accreditation.

Construction Logistics and Community Safety (CLOCS)

- 18.6. Where applicable, for contracts exceeding a value of one million pounds sterling (>£1,000,000):
- 18.6.1. the Operator shall comply with the CLOCS Standard; and
 - 18.6.2. the Operator shall ensure that the conditions at all sites and locations where:
 - 18.6.2.1. the Services are being delivered; or
 - 18.6.2.2. in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,
 - 18.6.3. are appropriate for each Delivery and Servicing Vehicle being used in the provision of the Services.

Direct Vision Standard (DVS)

- 18.7. Where applicable, for contracts exceeding a value of one million pounds sterling (>£1,000,000) where the duration will exceed 12 months and a significant amount of the work will be conducted within the GLA boundaries:
- 18.7.1. the Operator shall comply with the DVS Schedule; and
 - 18.7.2. the Operator shall ensure that all Category N3 HGVs used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating.

Driver Training

- 18.8. Where the Operator operates Delivery and Servicing Vehicles to provide the Services the Operator shall ensure that each of its Drivers attend the Approved

Progressive Driver Training throughout the Term of the Contract. The Operator shall ensure that each of its Drivers who has not undertaken:

- 18.8.1. Approved Progressive Driver Training (or training - which, in the reasonable opinion of the Customer, is an acceptable substitute) in the last three years, undertakes Approved Progressive Driver Training or the said substitute training within 150 days of the Effective Date; and
- 18.8.2. a 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 Customer, is an acceptable substitute).

Collision Reporting

- 18.9. Where the Operator operates Delivery and Servicing Vehicles to deliver the Contract, the Operator shall within 120 days of the Contract Commencement Date, provide to the Customer a Collision Report. The Operator shall provide to the Customer an updated Collision Report within five Business Days of a written request from the Authority at any time.

Self-Certification of Compliance

- 18.10. Where the Operator operates Delivery and Servicing Vehicles to provide the Services, within 180 days of the Contract Commencement Date, the Operator shall provide a written report to the Customer detailing its compliance with Clauses 18.4 to 18.9 (inclusive) (as applicable) of this Contract (the **“WRRR Self-Certification Report”**). The Operator shall provide updates of the WRRR Self-Certification Report to the Customer on each six month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Operator Regarding Subcontractors

- 18.11. The Operator shall procure that those members of the Supply Chain who operate Category N1 Vehicles, Category N2 HGVs and/or Category N3 HGVs to provide the Services comply with the corresponding provisions of this Contract:
 - 18.11.1. Clauses 18.6, 18.8, 18.9, 18.10; and
 - 18.11.2. for Category N2 HGVs – Clause 18.5
 - 18.11.3. or Category N3 HGVs – Clauses 18.5 and, where applicable, 18.7;as if those members of the Supply Chain were a party to this Contract.

Failure to Comply

- 18.12. Without limiting the effect of any other clause of this Contract relating to termination, if the Operator fails to comply with Special Condition of Contract 18.4, 18.5 (where applicable), 18.6 (where applicable), 18.7 (where applicable), 18.8, 18.9, 18.10 and 18.11;
 - 18.12.1. the Operator has committed a material breach of this Contract; and
 - 18.12.2. the Customer may refuse the Operator, its employees, its employees,

its agents, its Supply Chain and its Delivery and Servicing Vehicles and its Supply Chain's Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Customer for any purpose (including but not limited to deliveries).

19. Quality Environmental Safety and Health Contract Conditions (QUENSH)

- 19.1. The Operator shall comply with the Contract QUENSH Conditions as indicated and respond to the menu provided by the Customer.

F0780 A18 Contract Menu

This Contract Menu must be used in conjunction with
Category 1 Standard [S1552](#) "Contract QUENSH Conditions"

Contract Menu

Contract No:	<u>UTIL 001</u>
Contract Name	<u>Pan-TfL Electricity Meter Operator Contract 2024-2029</u>
Client:	<u>Transport for London</u>
Supplier:	<u>EDF Energy</u>

Principal Contractor:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
-----------------------	------------------------------	--



Guidance

The menu is a tool which is used by the Client to identify conditions that apply to specific contracts and communicate these conditions to the Supplier.

How to complete the menu

- 1) The Client evaluates the scope of work and enters 'Y' or 'N' in the 'Identified by the Client' column of the menu against each condition selected as applicable or not applicable to the Contract. In the 'Other documents / comments' column the Client can make references to other documents which are supplementary information which is available although not contained within the QUENSH manual but should be considered by the Supplier when they review the conditions. Copies of any additional documents identified in the menu shall be made available to the Supplier. All documents referenced in the Menu shall be current issue, unless otherwise advised. This column can also be used to communicate information (comments) to the Supplier which may be of use to the Supplier when reviewing the conditions.
- 2) The Client fills in 'Client menu (Invitation to Tender)' section on the last page of the menu and issues the menu as part of the ITT.
 - a) The Supplier receives the ITT, evaluates the scope of work and, as a requirement of the tendering process, inserts 'Y' or 'N' in the 'Identified by the Supplier' column of the menu against each condition selected as being applicable. These selections may be different from those identified by the Client. Where the Supplier's selection differs from the Client's selection, a clear explanation of the reason for these differences shall be given by the Supplier. A reference to these explanations shall be put in the 'Reference to explanation' column on the menu.
 - b) The Supplier representative signs and dates the 'Supplier menu (Tender)' on the last page of the menu and submits it with the tender, for consideration by the Client.
 - c) Differences in the Client and Supplier menu selections will be discussed and resolved with the Client at subsequent tender review meetings. The agreed final version of the menu selections shall form a mandatory part of the Contract and shall be complied with by all Suppliers and their sub-contractors.
 - d) The menu shall be subject to project version and document control.

Queries on the menu

Any queries in relation to the Contract QUENSH Conditions selected on the menu are to be referred to the Client representative, see contact details/address on last page of the menu.

Contract menu

Requirements in QUENSH

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
4	Agreement of the applicable QUENSH contract conditions				
5	Supplier's selection of sub-contractors	No sub-contractors	N	N	
6	Identification of Safety Critical Activities		Y	Y	
7	Works Environmental Management		N	N	
8	Emergency Plan		Y	N	Our personnel are well-equipped to manage an emergency, through conducting their risk assessment and our other standard procedures, but they won't go as far as listing specific duties for other personnel on-site (part 2).
9	Method Statements		N	N	
10	Health, Safety and Environment File		Y	Y	
11	Pre-start LU health, safety and environment meeting		N	N	
12	Supplier's site induction		Y	Y	
13	Site Person in Charge		N	N	
14	Staff requirements		Y	Y	
14.1	Behaviours		Y	Y	
14.1.1	Alcohol and drugs		Y	N	We do not randomly test 5% of our personnel and they don't carry a DAMSP certificate on site, but we do have a thorough D&A policy where we conduct

Printed copies of this document are uncontrolled.

Page 3 of 10

Use in conjunction with [S1552](#)

TfL RESTRICTED

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
					random tests. Please see our policy attached.
14.2	Control of hours worked		Y	Y	
14.2.1	Working Time Regulations		Y	Y	
14.2.2	Fatigue		Y	Y	
14.3	Knowledge		Y	Y	
14.3.1	English language		Y	Y	
14.3.2	Access Card and Worksite Briefing		Y	Y	
14.3.3	Visitors to sites		Y	Y	
14.4	General competence		Y	Y	
14.4.1	Evidencing competence of safety critical staff		N	N	
14.4.2	Identification of safety critical staff		N	N	
14.4.3	Competent external safety critical personnel		N	N	
14.4.4	Training		Y	Y	
14.4.5	Asset specific competence		Y	Y	
14.5	Medical requirements		N	N	
14.6	Identification of Suppliers staff		Y	Y	
14.7	Clothing		Y	Y	
15	Permits and licences		Y	Y	
15.1	LU specific permits and licences		Y	Y	
15.2	Permits, licences and certificates for Supplier's staff		Y	Y	
16	The Principles of Access		Y	Y	
16.1	Introduction		Y	Y	
16.2	Access to Stations		Y	Y	
16.3	Access to Track	Only supervised	Y	Y	
16.4	Access to depots		Y	Y	
17	Applying for Planned Access		Y	Y	
17.1	Introduction		Y	Y	
18	Applying for General Access		Y	Y	
18.1	Constraints that apply to Generic Access		Y	Y	

Printed copies of this document are uncontrolled.

Page 4 of 10

Use in conjunction with [S1552](#)

TfL RESTRICTED

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
19	Access for fault repair		Y	Y	
20	Operational Assurance		Y	Y	
21	Closures and possessions		N	N	
21.1	Requirements for closures		N	N	
21.2	Requirements for possessions		N	N	
22	Controls at point of access		Y	Y	
22.1	Publication of works		Y	Y	
22.2	Checks at point of access		Y	Y	
22.3	Signing-on with the Station Supervisor		Y	Y	
22.4	Track specific requirements		N	N	
22.4.1	Person providing protection		N	N	
22.4.2	Possessions		N	N	
23	Removal of supplier's personnel from LU Premises		Y	Y	
24	Incidents		Y	Y	
25	Notification of regulatory concern or action		Y	Y	
26	Confidential Incident Reporting and Analysis System (CIRAS)		Y	Y	
27	Monitoring		N	N	
27.1	LU inspections		N	N	
27.2	Monitoring the supply chain		N	N	
27.3	Health, safety and environmental surveillance by the supplier's personnel		N	N	
27.4	Work location inspection and audit		N	N	
27.5	Timescales for rectifying non-compliances		N	N	
28	Radio transmitters and transceivers	None to be used	N	N	
29	Mobile phones		Y	Y	
30	Knives		Y	Y	
31	Site health, safety and environment committee		N	N	
32	Site housekeeping and security		Y	Y	
33	Accidental damage, obstruction or interference with assets		Y	Y	
34	Delivery of materials		N	N	

Printed copies of this document are uncontrolled.

Page 5 of 10

Use in conjunction with [S1552](#)

TfL RESTRICTED

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
35	Conveyance of loads		Y	Y	
35.1	Conveyance of loads on lifts and escalators	25KG / 1.8m limit	Y	Y	
35.2	Conveyance of hazardous materials and substances	25KG / 1.8m limit	Y	Y	
36	Asbestos (non asbestos removal projects)		Y	Y	
37	Working in or near lifts and escalators	Only supervised	Y	Y	
38	Work on or adjacent to utilities and High Voltage cables (buried services)		Y	Y	
39	Working on or about the track	Only supervised	Y	Y	
40	Access to electrical sub-stations, working equipment, relay and other secure rooms		Y	Y	
41	Entering areas with gaseous fire suppression systems		Y	Y	
42	Fire prevention		Y	Y	
42.1	General requirements		Y	Y	
42.2	Temporary fire points	None to be used	N	N	
42.3	Timber	None to be used	N	N	
42.4	Composites	None to be used	N	N	
42.5	Sheeting materials	None to be used	N	N	
42.6	Gas cylinders	None to be used	N	N	
42.6.1	Use of gas cylinders in below ground locations	None to be used	N	N	
42.6.2	Storage of gas cylinders (above ground)	None to be used	N	N	
42.7	Flammable and highly flammable materials	None to be used	N	N	
42.7.1	Use of flammable and highly flammable materials below ground	None to be used	N	N	
42.7.2	Storage of flammable and highly flammable materials below ground	None to be used	N	N	
43	Hot work and fire hazards	None to be used	N	N	
43.1	Hot work	None to be used	N	N	
43.2	Reasonable notice of works	None to be used	N	N	
43.3	Precautions		Y	Y	
43.3.1	Buildings and assets		Y	Y	
43.3.2	Gas cylinders	None to be used	N	N	
43.3.3	Gas detection	None to be used	N	N	

Printed copies of this document are uncontrolled.

Page 6 of 10

Use in conjunction with [S1552](#)

TfL RESTRICTED

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
44	Storage	None to be used	N	N	
44.1	General requirements for storage	None to be used	N	N	
44.2	Trackside storage	None to be used	N	N	
44.3	Hazardous materials and substances	None to be used	N	N	
44.4	Allocation of space on operational property	None to be used	N	N	
45	Plant and equipment	None to be used	N	N	
46	Clearance approvals		N	N	
47	Access equipment	None to be used	N	N	
48	Temporary works		N	N	
49	Temporary fences and hoardings	None to be used	N	N	
50	Temporary lighting and power supplies	None to be used	N	N	
50.1	General requirements	None to be used	N	N	
50.2	Lighting in tunnels and shafts	None to be used	N	N	
51	Screening of lights and positioning	None to be used	N	N	
52	Environmental requirements		Y	Y	
52.1	General environmental requirements		Y	Y	
52.2	Environmental nuisance		N	N	
52.3	Water		N	N	
52.4	Waste management		Y	Y	
52.5	Noise and vibration		N	N	
52.6	Archaeology, historical interest and listed buildings		N	N	
52.7	Wildlife and Habitats		N	N	
52.8	Resource Use		Y	Y	
52.9	Pest control		N	N	
52.10	Land and water pollution prevention		N	N	
53	Quality requirements		Y	Y	
53.1	Records		Y	Y	
53.2	Retention period		Y	N	The period for retaining data is determined by its type, the reason we

Printed copies of this document are uncontrolled.

Page 7 of 10

Use in conjunction with [S1552](#)

TfL RESTRICTED

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
					have collected it and legal basis we intend to process it. It's likely that in most cases we can comply with the seven years retention period.
53.3	Availability of records for inspection		N	N	
53.4	Statistical process control, audit and inspection procedures		N	N	
53.5	General quality requirements		N	N	
53.6	Quality Plan		N	N	
53.7	Testing and inspection		N	N	
53.8	Certification of conformity		Y	Y	
53.9	Quarantine		N	N	
53.10	Traceability		N	N	
53.11	Maintenance and servicing		N	N	
53.12	Design		N	N	
53.13	Computer aided design		N	N	
53.14	Asset commissioning and handover		N	N	

Other requirements / comments

Client/Supplier approval

Client Menu (Invitation to Tender)

Prepared by: Tufail Ahmed Signature: 

Approved by
(the Client's
representative): Jon Revill Signature: 

Title: TfL Utilities Commercial Manager

Address: 5 Endeavour Square, Straford, London E20 1JN

Phone No: 

Email: 

Revision of this menu: 1

Supplier Menu (Tender)

Approved by
(the Supplier's): Faye Sellick Signature: 

Title: Ms

Address: Gadeon House, Granadier Road, Exeter, EX1 3UT

Phone No: 

Email: 

Revision of this menu: 2

Contract Menu (Final Approval of Menu)

Evidence shall be recorded of any amendments to the Client's menu which were agreed in establishing the Contract Menu.

Client's
representative
approval: Jon Revill Signature: 

Supplier's
representative
acceptance: Faye Sellick Signature: 