

Dated

2019

LONDON UNDERGROUND LIMITED (1)

LUL NOMINEE SSL LIMITED (2)

LUL NOMINEE BCV LIMITED (3)

TUBE LINES LIMITED (4)

and

KETTEN-WULF BETRIEBS GMBH (5)

**FRAMEWORK AGREEMENT
for the Supply of Escalator Step Chain**

**CONTRACT REFERENCE NUMBER:
TFL01121**

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[“Additional Goods” means any goods which the Company requests the Supplier to provide in accordance with the terms of the Agreement and each Contract in addition to those set out in the Specification.]

[“Additional Services” means any services which the Company requests the Supplier to provide in accordance with the terms of the Agreement and each Contract in addition to those set out in the Specification.]

“Aggregated Annual Spend” means the total of all sums paid by the Company to the Supplier (exclusive of VAT) pursuant to the terms of the Contract annually calculated in accordance with Clause 10.

“Agreement” means these terms and conditions, including the Schedules, as amended, varied or supplemented from time to time.

“Applicable Laws” means, depending on the context, all or any laws, statutes, proclamations, recommendations, codes of practice, by-laws, directives, Regulations, statutory instruments, rules, orders, rules of court, delegated or subordinate legislation, rules of common law or any European Union legislation (including any declarations of conformity), at any time or from time to time in force in the United Kingdom and which are or may become applicable to the Agreement and each Contract, any agreement or document referred to in the Agreement and each Contract, or the Goods and Services.

“BAFO” means ‘best and final offer’.

“Cessation Plan” means a plan agreed between the parties or determined by the Company in accordance with Clause 55.1 to give effect to a Declaration of Ineffectiveness.

“Commencement Date” means the date specified as such in Schedule 1.

“Company Documents” means any plans, drawings, documents, handbooks, codes of practice or other information provided by the Company to the Supplier in accordance with the Agreement and each Contract.

“Company’s Representative” means the person appointed by the Company and named as such in the relevant Order.

“CompeteFor” has the meaning given to that term in Clause 56.

“Competent Authority” means any legislative, judicial, regulatory or administrative body or agency (or any subdivision of any of them) of the United Kingdom or of the European Union or

THIS AGREEMENT is made on
BETWEEN:

2019

- (1) **London Underground Limited**, a company registered in England and Wales under number 01900907 and having its registered office at 55 Broadway, LONDON, SW1H 0BD.
(the "**Company**" which expression shall include its successors and assigns);
- (2) **LUL NOMINEE SSL LIMITED** a company registered in England and Wales under number 6242508 and having its registered office at, 55 Broadway, LONDON, SW1H 0BD. ("**SSL**"); and
- (3) **LUL NOMINEE BCV LIMITED** a company registered in England and Wales under number 6221959 and having its registered office at 55 Broadway, LONDON, SW1H 0BD ("**BCV**"); and
- (4) **TUBE LINES LIMITED** a company registered in England and Wales under number 3923425 and having its registered office at, 55 Broadway, LONDON, SW1H 0BD.
- (5) **KETTEN-WULF Betriebs GmbH** Zum Hohenstein 15, 59889 Eslohe-Küchelheim P.O. Box 1164 59 883 Eslohe Germany **Company number** HRB3160.

BACKGROUND

- (A) The Supplier carries on the business of [*manufacturing and*] selling the Goods and providing the Services.
- (B) The Company wishes to buy and the Supplier wishes to supply the Goods and Services on the terms and conditions set out in the Agreement.
- (C) This Agreement may be utilised by the Company or any other member of the TfL Group. The Greater London Authority, any of the London boroughs, the Metropolitan Police Service, or any functional body (as defined in the GLA Act) may, if the Supplier so agrees, contract with the Supplier on the terms set out in this Agreement.

THIS DEED WITNESSES as follows:

2 Definitions and Interpretation

- 2.1 In this Agreement and each Contract the following definitions shall have the following meanings:

financial information including but not limited to taxation information and returns to shareholders; and any other information that a party would reasonably expect to be able to protect by virtue of business confidentiality provisions.

"Consequential Loss" means in relation to a breach of this Agreement or any Contract or other circumstances in which a party is entitled to recover any costs, expenses or liabilities suffered or incurred, loss of profit, loss of revenue, loss of contract, loss of goodwill and/or other financial loss resulting from such breach and whether or not the party committing the breach knew, or ought to have known, that such loss would be likely to be suffered as a result of such breach;

"Contract" means a contract as defined in Clause 4.1.

"Contractual Documentation" means all documentation and information agreed to be delivered by the Supplier in accordance with each Contract including without limitation records, reports, documents, papers, unpatented designs, drawings, data specifications, manufacturing or work processes, testing procedures, relevant computer data and all other technical business and similar information originated by or on behalf of the Supplier in accordance with each Contract.

"Contract Information" means (i) each Contract and Agreement in its entirety (including from time to time agreed changes to any Contract and/or Agreement) and (ii) data extracted from the invoices submitted pursuant to Clauses 10.1 and 10.2 which shall consist of the Supplier's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount.

"Contract Reference Number" means the number shown on the front page of this Agreement.

"Contract Variation Procedure" means the procedure set out in Schedule 5.

"Declaration of Ineffectiveness" means a declaration of ineffectiveness in relation to any Contract made by a court of competent jurisdiction in accordance with Regulation 99 of the Public Contracts Regulations 2015 (as amended) or Regulation 45(k) of the Utilities Contracts Regulations 2006 (as amended).

"Defect" means that the Goods or any part of them do not comply with the requirements of any Contract, or are not fit for their intended purpose, or are of unsatisfactory quality whether in consequence of faulty design, faulty materials, negligence, bad workmanship or in consequence of any other reason attributable to the Supplier or its suppliers or the employees of any of them. For the avoidance of doubt, this shall include damage which occurs during transit from the Supplier to the Company.