(I) ensure that the Services are carried out without unreasonable, unnecessary or improper disturbance to the public or, insofar as compliance with the requirements of this Contract permits, without interference with access to, use of or occupation of public and private roads and properties, whether in the possession of the Company or of any other person.

8.2 The Company's Representative may require the Supplier to remove or require a Sub-Contractor to remove from any Site any person employed by the Supplier or Supplier Party who in the opinion of the Company's Representative:

(A) misconducts himself or persists in any conduct which is prejudicial to health or safety;

(B) is incompetent or negligent in the performance of his duties; or

(C) has had his employment terminated in whatever capacity from any of the Sites, any part of the Underground Network or any other Company premises,

and the Supplier shall comply with the Company's Representative's requirements. Such removal shall not affect the Supplier's obligation to provide the Services in accordance with this Contract. Any such person shall not be employed again by the Supplier or Supplier Party to provide the Services without prior written permission of the Company's Representative.

8.3 Any person removed from the Site under Clause 8.2 shall be replaced as soon as reasonably possible by the Supplier and the Supplier shall promptly notify the Company of such replacement and in any event by no later than two (2) Working Days of the replacement.

9. Co-Operation

9.1 The Parties shall co-operate with one another and act reasonably and in good faith in and about the performance of their respective obligations and the exercise of their respective rights under this Contract.

10. Non-Exclusivity

10.1 As regards the Company, this Contract is not exclusive and the Company may:

(A) itself perform any services similar or analogous to any part of or all of the Services; or

(B) contract with any third party to perform any services similar or analogous to any part of or all of the Services.

10.2 In the event that the Company contracts with any third party to perform any services similar or analogous to any part of or all of the Services, the Supplier shall provide such information and assistance and within such timescales as the Company may reasonably request in connection with such procurement.

11. Defects

11.1 Rectification of Defects

(A) The Supplier shall, at its own cost, rectify (which, for the purposes of this Clause 11, means repair, replace, modify or (as appropriate) amend) each Defect which arises during the Defect Liability Period for the Services or element thereof and where necessary shall execute or procure the execution by another of all rectification works.

(B) Where the Company identifies a Defect in the Services or element thereof, the Company shall notify the Supplier of such Defect within a reasonable time of its discovery. The Supplier shall, after consultation with the Company, determine how the Defect is to be rectified.

(C) The Supplier shall commence the rectification of any Defect as set out in Clauses 11.1(A)11.2(A) and (B) without delay and complete the rectification within a reasonable period having regard to the circumstances.

(D) The Supplier shall carry out any work required under this Clause 11 at such time and in such manner as will minimise any disruption to the operation of the Underground Network and shall comply with the reasonable requirements of the Company in relation to access for, and the timing and method of execution of any such works.

(E) Acceptance of works by the Company shall be without prejudice to the Supplier's liability for defective works, which shall expire twelve (12) years following the date of acceptance of the relevant works.

11.2 Rectification by the Company

(A) Where the Supplier is obliged to rectify a Defect in accordance with this Clause 11 but has not, for any reason, responded and commenced either fault finding or rectification work in relation to that Defect within ten (10) Working Days of being notified of such Defect by the Company, the Company may rectify that Defect using its own or third party personnel or resources.

(B) All costs and expenses properly and reasonably incurred by the Company in undertaking any work pursuant to Clause 11.2(A) together with VAT chargeable thereon shall be recoverable by the Company within ten (10) Working Days of demand from the Company as a debt due and owing from the Supplier.

PART 4: LIAISON AND GOVERNANCE

12. Early Warning

12.1 The Supplier shall give an early warning by notifying the Company as soon as it becomes aware of any matter which could:

(A) increase the Service Payment;

(B) prevent the Supplier from performing its obligations under this Contract or cause the Supplier to be in breach of this Contract or any subcontract;

(C) cause the Programme to need to be amended;

(D) adversely affect the Company;

(E) lead to the Supplier terminating or suspending any subcontract; or

(F) cause a breach of any Applicable Laws or Standards.

12.2 The Parties agree to co-operate in:

(A) making and considering proposals for how the effect of risks can be avoided or reduced;

(B) seeking solutions that will bring advantage to all those who will be affected;

(C) deciding on the actions which will be taken and who, in accordance with this Contract, will take them; and

(D) deciding which risks have now been avoided or have passed.

13. Company's and Supplier's Representatives

13.1 Each Party shall appoint one (1) or more representatives to act on its behalf under this Contract. Each Party shall advise the other Party, in writing, of the names and contact details of its representatives and these shall be recorded in Schedule 1. The Supplier shall not appoint such a representative without the prior written consent of the Company (which consent shall not be unreasonably withheld). Any Party may, on giving reasonable notice to the other Party, appoint an additional representative or replace an existing representative but the Supplier may only do so with the prior written consent of the Company. Each Party shall be responsible for the acts, omissions, neglects and defaults of its representatives as if such acts, omissions, neglects and defaults were its own. Each Party will be bound by any decision made or action taken by its representatives.

13.2 Subject to Clause 80, any notice, information, instructions or communication given:

(A) to the Supplier's Representative shall be deemed to have been given to the Supplier; and

(B) to the Company's Representative shall be deemed to have been given to the Company.

13.3 The Company shall not be responsible for any notice, communication or other purported instruction required to be given under this Contract given by a person alleging to act for and on behalf of the Company unless such person is one of the Company's Representatives. Accordingly, the Supplier shall not be entitled to rely on any such notice, communication or purported instruction and shall not do so or claim relief, additional time, losses, expenses, damages, costs or other liabilities should the Supplier act on or fail to act on it.

14. Records and Audit

14.1 The Supplier shall, and shall procure that its Sub-Contractors shall, maintain a true and correct set of records relating to all aspects of their performance of this Contract and all transactions related to this Contract. For the avoidance of doubt, such records shall include but are not limited to:

(A) all necessary information for the evaluation of claims or variations, variation and claims files (including documentation covering negotiated settlements);

(B) management accounts, information from management information systems and any other management records;

(C) accounting records (in hard copy as well as computer readable data);

(D) sub-contract files (including proposals of successful and unsuccessful bidders, bids, rebids etc);

(E) original estimates;

(F) estimating worksheets;

(G) correspondence;

(H) general ledger entries detailing cash and trade discounts and rebates;

(I) commitments (agreements and leases) greater than £5,000;

(J) detailed inspection records;

(K) such materials prepared in relation to the invitation to tender and subsequent tendering process relating to cost breakdowns, reconciliations against BAFO pricing and project plans, in each case which have not already been provided to the Company; and

(L) personnel records including all payroll information in respect of any personnel, including Supplier's Personnel and any agency staff of the Supplier involved in the performance of the Services.

14.2 The Supplier shall, and shall procure that its Sub-Contractors shall, retain all such records in such a manner as the Company may reasonably instruct for a period of not less than twelve (12) years after completion of performance

under this Contract. In the absence of specific instructions as to the method of storage, the Supplier shall, and shall procure that its Sub-Contractors shall, retain its records in an orderly and logical fashion and in accordance with Good Industry Practice.

14.3 The Company, any party authorised by it and any party legally authorised to inspect any part of the Underground Network and/or Site shall have the right to inspect and audit any of the records required pursuant to Clause 14.1, at any time during the period referred to in Clause 14.2.

14.4 The Supplier shall promptly provide all reasonable co-operation and assistance (and shall procure such co-operation and assistance from any Supplier Parties) in relation to any audit or check including:

(A) granting or procuring the grant of access to any premises or Sites used in the performance of this Contract, whether the Supplier's own premises or otherwise;

(B) granting or procuring the grant of access to any assets and equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under this Contract, wherever situated and whether the Supplier's own equipment or otherwise (including whether leased or licensed and whether situated at the Supplier's premises or the Sites);

(C) making any contracts and other documents and records required to be maintained under this Contract available for inspection;

(D) providing a reasonable number of copies of any contracts and other documents or records reasonably required by the Company's auditor and/or granting copying facilities to the Company's auditor for the purposes of making such copies;

(E) complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of this Contract; and

(F) providing such oral or written information as required by the Company for the purposes of the audit.

15. Contract Register

15.1 The Supplier shall prepare, submit to the Company and maintain a list of all contracts entered into by the Supplier for the purpose of performing its obligations under this Contract (the "Contract Register").

15.2 The Supplier shall ensure that:

(A) all documents listed on the Contract Register shall be kept in good order and shall be available for inspection by the Company in accordance with Clause 15.3 and the Supplier shall use reasonable endeavours to make available to the Company such items of clarification or substantiation as may reasonably be required by the

Company in relation thereto; and

(B) the Supplier and any Sub-Contractor shall provide to the Company within fourteen (14) Working Days of the Company's request a copy of such part of the documents referred to in the Contract Register that the Company reasonably requires for auditing the Supplier's compliance with this Contract.

15.3 The Supplier shall retain all documents referred to in the Contract Register for a period of not less than eight (8) years after the expiry date of the relevant contract or shall deliver up such records upon earlier expiry of this Contract. The Company shall have the right to audit any and all such registers and records.

16. **Provision of Contractual Documentation and Progress Meetings**

16.1 The Supplier shall provide all Contractual Documentation in accordance with the requirements of, and within the times stated in, Schedule 1 or the Specification or, if no such times are stated, by no later than ten (10) Working Days from the date on which the Company's Representative requests the same.

16.2 The Supplier shall be responsible for the accuracy of all Contractual Documentation and shall pay the Company any extra costs occasioned by any discrepancies, errors or omissions therein. The Supplier shall at its own expense carry out any alterations or remedial work necessitated by such errors, omissions or discrepancies and modify the relevant Contractual Documentation accordingly.

16.3 The Supplier shall attend Contract progress meetings, organised, chaired and minuted by the Company's Representative, in accordance with the requirements of, and at the intervals specified in, Schedule 1 or the Specification or as otherwise specified by the Company's Representative from time to time. The Supplier shall ensure that its representatives at all meetings have delegated power and authority to act on behalf of the Supplier.

PART 5: CHANGE

17. **Additional Services**

The Company may, at any time during the term of this Contract, request the Supplier to provide a quotation for the supply of Additional Services in accordance with the Contract Variation Procedure and Schedule 2. If a Variation Order is made in respect of such Additional Services, Schedule 1 and Schedule 4 shall be amended to include such Additional Services, the expected date of performance for them and the Service Payment.

[redacted]

19. **Variation**

19.1 Unless the Parties agree otherwise in writing, any variation to this Contract shall be made under the Contract Variation Procedure.

19.2 The Supplier shall not proceed to implement any variation unless there has been a Variation Order.

PART 6: PAYMENT AND FINANCIAL

20. **Company's Obligations**

20.1 The Company shall pay the Supplier the Service Payment for the Services in accordance with the terms of this Contract.

20.2 Payment of the Service Payment shall not affect any claims or rights which the Company may have against the Supplier and shall not be an admission by the Company that the Supplier has performed its obligations under this Contract properly.

21. **Price and Payment**

21.1 The Supplier shall submit an application for payment of the relevant portion of the Service Payment using the rates and prices set out in Schedule 2, to the Company's Representative for the Services by the Wednesday of the fourth week of each Accounting Period in accordance with Schedule 2 (an "Application for Payment"). Each Application for Payment shall specify the sum that the Supplier considers will become due on the payment due date and the basis upon which that sum is calculated (including any work completed for variations instructed and any material purchased for the Services). The Supplier shall submit any supporting documents that are reasonably necessary to enable the Company's Representative(s) to check the Application for Payment.

21.2 Not used.

21.3 The Company's Representative shall assess and verify the Payment Application for Payment in a timely manner and shall notify the Supplier in writing not later than seven (7) days after the date of receiving the Application for Payment of:

(A) the amount (if any) the Company's Representative considers to be due at the payment due date (which amount shall be net of any discount to which the Company is entitled); and

(B) the basis on which the amount was calculated,

a "Contract Approval Form" or "CPAF". It is immaterial for the purposes of this Clause 21.3 that the amounts referred to in Clause 21.3(A) or Clause 21.3(B) may be zero. Where the Company fails to comply with its obligations under this Clause 21.3 and there is an undue delay in considering and verifying the Payment Application, the CPAF shall be regarded as issued for the purposes of Clause 21.6 after a reasonable time has passed.

21.4 Within six (6) days of receipt of a CPAF the Supplier shall issue a VAT invoice for the amount stated in that CPAF, provided that the Supplier's invoice is for the same amount as stated in the CPAF. The final date for payment of such VAT invoice shall be ten (10) days after the date on which the Company's Representative receives such VAT invoice.

21.5 Not used.

21.6 Subject to Clause 21.7, the Company shall pay the Supplier the sum referred to in the Company's Representative's CPAF pursuant to Clause 21.3 (the "Notified Sum") on or before the final date for payment of the relevant VAT invoice.

21.7 If the Company intends to pay less than the Notified Sum the Company or the Company's Representative (as the case may be) should notify the Supplier in writing not later than one (1) Working Day prior (the "Prescribed Period") to the final date for payment of the relevant VAT invoice of:

(A) the amount (if any) that it considers to be due on the date the notice is served and the basis upon which that sum is calculated; or

(B) if there is more than one basis, each basis and the amount attributable to it.

It is immaterial for the purposes of this Clause 21.7 that the amounts referred to in Clause 21.7(A) and Clause 21.7(B) may be zero. Where a notice is given under this Clause 21.7, the Company's obligation to pay the Notified Sum under Clause 21.6 applies only in respect of the sum specified pursuant to this Clause 21.7.

21.8 The Service Payment shall be fixed and inclusive of all expenses and disbursements.

21.9 The Service Payment shall not include VAT and, to the extent that such VAT is properly chargeable, it shall be charged at the rate in force on the date of the Application for Payment and will be shown as a separate item on all Applications for Payment. The Service Payment for the Services shall only be changed in accordance with the Contract Variation Procedure.

21.10 In addition to any other rights of the Company whether at law or equity under this Contract, whenever under or arising out of this Contract or any other contract between the Company and the Supplier:

(A) any sum of money is recoverable from or payable by the Supplier; or

(B) any Losses are reasonably and properly owed to, or incurred by, the Company or any member of the TfL Group,

then the same may be set-off against and/or deducted and/or withheld from any sum then due or which at any time thereafter may become due to the Supplier under this Contract.

21.11 All Applications for Payment shall clearly show this Contract Reference Number and any associated Variation Order. Supporting documentary information shall be submitted to the Company's Representative for all Applications for Payment submitted by the Supplier. The Company's Representative shall from time to time agree with the Supplier the detailed information required in relation to all such Applications for Payment and the Supplier shall provide such information as is reasonably required.

21.12 All sums payable to the Company by the Supplier under this Contract shall be paid in full, free of any present or future taxes, levies, duties, charges, fees or

withholdings and without any deduction, restriction, conditions, withholding, set-off or counterclaim whatsoever; and if the Supplier is compelled by law to make any deduction or withholding, the Supplier shall gross up the payment so that the net sum received by the Company will be equal to the full amount which the Company would have received had no such deduction or withholding been made.

22. **Adjustment to the Service Payment following Partial Termination**

22.1 Where this Contract is terminated in part pursuant to any of Clauses 48, 49, or 52, the Service Payment shall be adjusted [to retain only those elements of the Services that have not been terminated].

23. **Liquidated Damages**

23.1 The Supplier shall pay or the Company may deduct from the Service Payment (or any other amounts due to the Supplier under or pursuant to this Contract) by way of liquidated damages such sums as may be identified and calculated in accordance with Schedule 1 in respect of any interference with, disruption to, or closure of the Underground Network or any part thereof that is caused by a failure by the Supplier to perform the Services or a breach of its obligations under this Contract from the commencement of the event, effect, delay or failure in question to the cessation of the event, effect, delay or failure in question (irrespective of the intervention of a termination event) except to the extent that any failure referred to in this Clause 23.1 is the direct result of any default or neglect of the Company or a Force Majeure Event or Relief Event.

23.2 The provisions of this Clause 23 shall not prevent the Company from exercising any of its other rights under this Contract.

23.3 The Supplier acknowledges and agrees that the liquidated damages referred to in Clause 23.123.1 represent a genuine pre-estimate of the Company's losses arising from the events specified in Clause 23.1.

23.4 The supplier shall not be liable to meet the Company's claim for Liquidated Damages pursuant to this clause 23 and schedule 1 (Liquidated damages) to the extent that the aggregate of Liquidated damages accrued per liability event exceed the sum of £25,000 (twenty five thousand pounds).

24. **Supplier Performance**

24.1 At the end of the Company's first full Accounting Period after the Contract Commencement Date and (for the duration of this Contract) every four (4) weeks after that date the Company shall assess the Supplier's performance under this Contract in accordance with Schedule 12 (Supplier Performance).

24.2 The Company shall have the right to:

(A) abate the Supplier/levy deductions for failure to meet the performance measures stated in Schedule 12 (Supplier Performance); and

(B) use the Escalation Procedure stated in Schedule 12 (Supplier Performance) to rectify any unsatisfactory performance by the Supplier

in its performance of this Contract or any failure by the Supplier to meet the performance standards set out in Schedule 12 (Supplier Performance).

24.3 Without limiting any other remedy, if the Services are not performed in accordance with this Contract then the Company shall be entitled to require the Supplier to re-perform the Services in accordance with the Contract at no extra cost within five (5) Working Days.

25. **Interest**

25.1 If either Party fails to pay to the other any amount payable in connection with this Contract on or before the due date for payment, interest shall accrue on the overdue amount from the due date for payment until the date of actual payment (whether before or after judgment) at the Interest Rate. Any interest accruing under this Clause 25.1 shall be immediately payable by the paying Party on demand.

25.2 Interest (if unpaid) arising on an overdue amount will be compounded monthly with the overdue amount but will remain immediately due and payable.

PART 7: PROPERTY AND ASSETS

26. **Access**

26.1 The Company shall give the Supplier access to the parts of the Underground Network and/or Sites required for the performance of the Services provided that the Supplier complies with the access requirements set out in Schedule 5 and otherwise subject to and in accordance with Schedule 5.

26.2 Where the Supplier or any Supplier Party has access to the Underground Network and/or Sites for the carrying out of any of the Services, the Supplier shall and shall ensure that any Supplier Party shall:

(A) not cause any damage to the Underground Network and/or Sites;

(B) not do or permit to be done on the Underground Network and/or Sites anything which is illegal or which may be or become a nuisance (whether actionable or not) or cause damage or disturbance to the Company or to any tenants or occupiers of the Underground Network and/or Sites or any owner or occupier of any neighbouring property;

(C) not knowingly do anything that will or might constitute a breach of any Necessary Consent affecting the Underground Network and/or Sites that has been disclosed to the Supplier or which will or might vitiate in whole or in part any insurance effected by the Company in respect of the Underground Network and/or Sites from time to time of which the Supplier has notice;

(D) observe any rules and regulations the Company acting reasonably makes in the interests of good estate management and notifies to the Supplier from time to time in writing governing the Supplier's use of the Underground Network and/or Sites and in particular:

(1) the lawful requirements and recommendations of the Company's local fire officer and the Company's health & safety representative in respect of the Underground Network and/or Sites or their use; and

(2) all regulations and Government establishment regulations, standing orders, any traffic regulations and any other regulations made by the Company; and

(E) make good any damage that is wilfully or negligently caused by the Supplier or any Supplier Party to any equipment in the Underground Network and/or Sites as soon as reasonably practicable.

27. **Free Issue Materials**

27.1 In the event of the Company supplying Free Issue Materials to the Supplier the cost of which has been included in calculating the Service Payment, the Service Payment shall be reduced by the amount included in the Service Payment for the materials which have been replaced by such Free Issue Materials.

27.2 Any Free Issue Materials supplied by the Company to the Supplier shall remain the property of the Company and the Supplier shall ensure that all Free Issue Materials are properly labelled as the property of the Company and are kept separate from and not mixed with any materials owned or in the possession of the Supplier or with any materials supplied to it by third parties.

27.3 The Supplier shall check the Free Issue Materials at the time of delivery to ensure that they are in good condition and in accordance with the Specification and shall certify the advice note of the supplier of the Free Issue Materials accordingly and return the advice note as soon as reasonably possible to that supplier. The Supplier shall report any loss or damage immediately following inspection of the Free Issue Materials to the Company, the Company's Representative, the supplier of the Free Issue Materials and the carriers of the Free Issue Materials. In the event that such a report is not made, the Supplier shall be responsible for any loss or damage existing at the time of receipt which would have been apparent on a visual check of quantities and condition.

27.4 The Supplier shall properly store all Free Issue Materials and other property of the Company whilst the same are in the Supplier's possession and protect the same from damage by exposure to the weather and shall take every reasonable precaution against accident or damage to the same from any cause. The Supplier shall be liable for all loss or damage to such Free Issue Materials and other property of the Company whilst the same are in or ought to be in the Supplier's possession or are in, or ought to be in, the possession of any Sub-Contractor of the Supplier except where such loss or damage is solely due to any negligent act or omission of the Company or its employees.

28. Other Materials, Staff and Labour

28.1 Unless otherwise stated in this Contract, the Supplier shall provide all staff and labour, including management and supervision, and all materials (except Free Issue Materials), plant and equipment (whether of a temporary or permanent nature), support services and other facilities necessary for the performance of its obligations under this Contract.

28.2 The Supplier shall be fully responsible for the management of obsolescence in equipment and materials until the Expiry Date in accordance with the requirements stated in the Specification.

28.3 All plant used by the Supplier shall conform to the requirements of Category 1 and Category 2 and Draft Standards.

28.4 The Supplier shall ensure that all plant operators are appropriately licensed and competent to use the plant and equipment in the working environment. Evidence of such licences shall be made available to the Company on request.

28.5 The Supplier shall ensure that all plant is appropriately maintained and presented for use in a safe and working condition. Evidence of maintenance records shall be made available by the Supplier to the Company on request.

29. **Inspection and Testing**

29.1 All goods, materials, facilities, plant, equipment, workmanship and systems to be supplied and work to be provided under this Contract may be subject from time to time to such tests as may be provided for in the Specification or as the Company's Representative may consider necessary to ensure that the Services are carried out in accordance with this Contract.

29.2 Testing and inspection may take place at the place of manufacture or fabrication or on Site or at any other place as may be specified in the Specification or approved by the Company's Representative.

29.3 The Supplier shall provide the Company's Representative with copies of all test results and inspection certificates which it obtains in connection with the tests and inspections referred to in this Clause 29.

29.4 The costs of any test ordered by the Company's Representative which are not provided for in the Specification shall be borne by the Company unless the tests show that workmanship, plant, equipment or materials provided by the Supplier are not in accordance with this Contract. The costs of any test whether ordered by the Company's Representative or otherwise which are provided for in the Specification shall be borne by the Supplier.

29.5 The Supplier shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be required to carry out efficiently the tests referred to in this Clause 29.

30. **Title**

30.1 Whatever title the Supplier has to materials, plant and equipment to be incorporated into or form part of the Services shall pass to the Company upon the earlier of (i) payment for such materials, plant and equipment or (ii) when such materials, plant and equipment are brought within the Site, without prejudice to any rights of rejection the Company may have. Title to materials, plant and equipment referred to in (ii) passes back to the Supplier if it is removed from the Site with the permission of the Company's Representative. Until such time as they are brought within the Site, the Supplier shall be responsible for and insure against the loss, destruction and damage of materials, plant and equipment to be incorporated into or form part of the Services (including while in transit) for their full replacement value, whether or not the property of the Supplier or the Company.

30.2 The Supplier shall label the material, plant and equipment "Property of TfL" where title has passed to the Company prior to bringing such items within the Site and shall ensure that such items are identifiable as belonging to the Company. The Supplier shall not mortgage, pledge or create a security interest in the material, plant or equipment in favour of any third party.

30.3 The Supplier has no title to an object of value or of historical or other interest within the Site. Without prejudice to the generality of Clause 35 (Relief Events), the Supplier shall notify the Company's Representative when such an object is found and the Company's Representative shall instruct the Supplier how to deal with it. The Supplier shall not move the object without instructions.

30.4 The Supplier has title to materials from excavation and demolition only as stated in the Specification.

31. Asset Management System

31.1 The Supplier shall use the Asset Management System to record details of work undertaken by the Supplier on the Assets as part of the Services and to carry out any other activities in relation to the Asset Management System as set out in the Specification.

31.2 The Supplier shall ensure that all Supplier Personnel attend any training by the Company in relation to the Asset Management System and follow the methods and processes required by the Company, as may be more particularly described in the Specification or notified to the Supplier from time to time.

31.3 The Supplier shall perform its obligations under this Clause 31 so as not to put the Company in breach of any of its obligations under any Third Party Licence and shall comply with the terms of any Third Party Licence as if it were a party to the Third Party Licence.

31.4 The Supplier acknowledges that the Company shall not have any liability to the Supplier in respect of any inaccuracy, error or omission contained in, or any unavailability of, the Asset Management System, and the Supplier shall not be relieved from its obligations under this Contract as a result of the Asset Management System being unavailable or containing any inaccuracies, errors or omissions.

32. Asset Beyond Economic Repair

32.1 If the Supplier considers that an Asset is Beyond Economic Repair, the Supplier shall provide a detailed report to the Company's Representative showing, as a minimum, item/part costs, material lead times and repair times.

PART 8: ENVIRONMENT, HEALTH AND SAFETY

33. **Safety**

33.1 The Supplier shall not endanger in any manner the health and safety of, or unreasonably interfere with the proper performance of the duties of, the Company's employees or third parties or otherwise expose the Company to liability under any Applicable Laws and Standards, including (without limitation) the Health and Safety at Work etc. Act 1974, the Transport and Works Act 1992, or any statutory modifications or re-enactments thereof.

33.2 The Supplier shall act in accordance with the health and safety regulations and requirements stated in the Specification, including (but not limited to):

(A) the provisions of the Company's Contract QUENSH Conditions that are indicated as being applicable to this Contract in the QUENSH menu set out in Schedule 7 ("QUENSH") as amended from time to time; and

(B) the Company's drug and alcohol principles as amended from time to time.

33.3 Section 20.1.1 (Alcohol and drugs) of QUENSH shall apply to this Contract as if the term "LU Premises" means any of the Company's property where the Services are carried out and as if references to "LU" are references to the Company.

33.4 The Company may at its discretion carry out on the Supplier's behalf any testing of the Supplier's employees, Sub-Contractors or agents for drugs or alcohol which this Contract requires the Supplier to carry out. The reasonable cost to the Company of carrying out the testing shall be paid by the Supplier.

34. **Construction (Design and Management) Regulations 2015**

34.1 To the extent that the Construction (Design and Management) Regulations 2015 (the "CDM Regulations") apply to this Contract, the Company reserves the right to appoint the Supplier to act as principal contractor and principal designer pursuant to Regulation 5(1) of the CDM Regulations.

34.2 The Supplier shall accept any such appointment made under Clause 34.1 and agrees to carry out all associated obligations imposed by the CDM Regulations. The Supplier and the Company's Representative shall provide each other with all the necessary assistance which they may reasonably require in order to fulfil their respective obligations under the CDM Regulations.

34.3 The Supplier warrants to the Company that it:

(A) is competent to perform such of the duties allocated to it under Clause 34.2;

(B) shall allocate adequate resources to enable it to comply with its obligations under the CDM Regulations; and