

Area 9 Asset Support Contract

Service Information Annex 8

Facilities for the *Employer*

SERVICE INFORMATION FOR ASC
ANNEX 8
CONTENTS AMENDMENT SHEET

Amend. No.	Issue Date	Amendments	Initials	Date
0	March 2013	First Issue	SOS	22/3/13
1	April 2013	Text amended in section 8.4.1 (1)	SOS	26/04/13
2	May 2013	Section 8.2, insert details of Emergency Fuel Reserve	SOS	28/05/13

LIST OF CONTENTS

8	FACILITIES FOR THE <i>EMPLOYER</i>	4
8.1	Facilities provided by the <i>Provider</i> for the <i>Employer's</i> use	4
8.2	Facilities provided by the <i>Provider</i> for the use of the <i>Employer's</i> Traffic Officers	5
8.3	Facilities provided by the <i>Provider</i> for the RTMC Contractor (Midlands)'s use	6
8.4	Storage facilities provided by the <i>Provider</i> for the use of the <i>Employer</i> or his agents.	7
	Schedule 1	8

8 FACILITIES FOR THE *EMPLOYER*

8.1 Facilities provided by the *Provider* for the *Employer's* use

8.1.1 The *Provider* provides the following facilities for the use of representatives of the *Employer*:

- (1) Fully serviced and furnished office accommodation
 - The number of *Employer's* representatives requiring office accommodation is fourteen. Ten of these shall be at the principal office of the *Provider* and the rest to be as agreed with the Service Manager
 - The accommodation is to be provided within the Area Network in each of the principal offices occupied by the *Provider* to enable the *Provider* to Provide the Services.
 - The following office facilities/equipment are to be provided for each of the *Employer's* representatives referred to above:
 - A minimum of 11 sq. m. floor space (excl. corridors, walkways, toilets and messrooms);
 - furniture appropriate to the occupation and status of the *Employer's* staff member;
 - a telephone connected to the *Provider's* telephone switch network with a direct line facility to the PSTN;
 - the *Provider* shall seek agreement through the *Employer*, to establish a direct connection to the *Employer's* Business Information Gateway which may be used by the *Employer's* ICT equipment, and does not require logging into the *Provider's* ICT network;
 - access to printing and scanning facilities; and
 - carpeted flooring.
 - The *Employer's* staff must only access their business ICT network from equipment supplied and maintained by the *Employer* or its duly appointed ICT provider.
 - The *Employer's* ICT equipment shall be for the exclusive use of the *Employer's* staff; and no one else will be authorized to use it.
 - The *Provider* must ensure that all ICT equipment supplied by the *Employer* or its duly appointed ICT provider is physically secured to reduce the risk of theft or misuse by unauthorised users to an acceptable level.

- The office accommodation layout shall be to the approval of the *Service Manager*.
 - Toilets and kitchens shall be easily accessible to the *Employer's* staff.
 - Offices, corridors, walkways, toilets and other related facilities shall be cleaned daily.
 - Office accommodation shall be available for use by the *Employer's* staff 24 hours a day, 365 days a year.
 - Dedicated paved car parking sufficient to contain vehicles for the number of *Employer's* representatives' requiring office accommodation shall be made available at all times adjacent to the accommodation for each member of the *Employers'* staff.
 - Meeting and conference facilities shall be available to the *Employer's* staff.
 - Office accommodation shall comply with health and safety legislation.
 - Provision of office stationery for use in connection with the *Employer's* duties.
- (2) Occasionally the *Employer* requires assistance to visit the highway. When requested, the *Provider* uses reasonable endeavours to facilitate such visits by providing a vehicle and driver.
- (3) Occasionally the *Employer* may require the use of measuring equipment such as measuring tape, wheels, levels etc. When requested, the *Provider* uses reasonable endeavours to facilitate such requests.

8.2 Facilities provided by the *Provider* for the use of the *Employer's* Traffic Officers

Emergency Fuel Reserve

8.1.2 The *Provider* provides an emergency fuel reserve for use by the *Employer's* Traffic Officer Service in accordance with the Area 9 Emergency Fuel Reserve Process.

8.1.3 The *Provider* replaces fuel drawn from the emergency fuel reserve by the Traffic Officer Service.

Other Facilities

8.1.4 The *Provider* also provides the following facilities for the use of the *Employer's* Traffic Officers:

- (1) As specified in the Service Level Agreements for the Ansty, Hilton Park, Longbridge and Strensham. Refer to Network Information 1.18.2 for details of the Service Level Agreements and depot plans showing areas designated for Traffic Officer Outstations and shared areas.

8.3 Facilities provided by the *Provider* for the RTMC Contractor (Midlands)'s use

8.3.1 The *Provider* provides the following facilities for the use of representatives of the RTMC Contractor (Midlands):

- (1) Fully serviced and furnished office accommodation
 - The number of RTMC Contractor (Midlands)'s representatives requiring office accommodation is five.
 - The accommodation is to be provided within the Area Network in each of the principal offices occupied by the *Provider* to enable the *Provider* to Provide the Services.
 - The following office facilities/equipment are to be provided for each of the RTMC Contractor (Midlands)'s representatives referred to above:
 - A minimum of 11 sq. m. floor space (excl. corridors, walkways, toilets and messrooms);
 - furniture appropriate to the occupation and status of the RTMC Contractor (Midlands)'s staff member;
 - a telephone connected to the *Provider's* telephone switch network with a direct line facility;
 - a Windows compatible PC connected to the *Provider's* network with:-
 - appropriate software, all to the approval of the *Service Manager* and at the discretion of the *Service Manager* thereafter;
 - connection to World Wide Web, Business Information Gateway, and *Provider's* Local Area Network;
 - printer or connection to *Provider's* printers for PC for RTMC Contractor (Midlands)'s use enabling printing of A3 and A4 size documents in colour; and
 - carpeted flooring.
 - The office accommodation layout shall be to the approval of the *Service Manager*.

- Toilets and kitchens shall be easily accessible to the RTMC Contractor (Midlands)'s staff.
- Offices, corridors, walkways, toilets and other related facilities shall be cleaned daily.
- Office accommodation shall be available for use by the RTMC Contractor (Midlands)'s staff 24 hours a day, 365 days a year.
- Dedicated paved car parking sufficient to contain vehicles for the number of RTMC Contractor (Midlands)'s representatives' requiring office accommodation shall be made available at all times adjacent to the accommodation for each member of the RTMC Contractor (Midlands)'s staff.
- Meeting and conference facilities shall be available to the RTMC Contractor (Midlands)'s staff.
- Office accommodation shall comply with health and safety legislation.

8.3.2 The *Provider* provides at least 112 square metres of depot space for the use of the RTMC Contractor (Midlands).

8.3.3 The *Provider* enters into an Office Accommodation Agreement and an Agreement for Occupation of Depot Space with the RTMC Contractor (Midlands) in the forms annexed at Schedule 1 in respect of occupancy of the facilities.

8.4 Storage facilities provided by the *Provider* for the use of the *Employer* or his agents.

8.4.1 The *Provider* provides the following storage facilities for the use of the *Employer* or his agents.

- (1) Storage area marked blue on the Bescot Depot Lease plan included in Network Information Section 1.18.2.

Annex 8

Schedule 1

**Forms of Office Accommodation Agreement and
Agreement for Occupation of Depot Space**

OFFICE ACCOMMODATION AGREEMENT**Date**

20[]

Provider

[NAME OF *PROVIDER*] [(registered number [COMPANY NUMBER])] whose registered office is at [ADDRESS].

Occupier

[NAME OF OCCUPIER] [(registered number [COMPANY NUMBER])] whose registered office is at [of] [ADDRESS].

Building

The *Provider's* building at [ADDRESS OF PROPERTY].

ASC

The asset support contract entered into between the Secretary of State for Transport and the *Provider* for inter alia the provision of maintenance and operation services on the Area Network dated [].

RTMC (Midlands)

The regional technology maintenance contract entered into between the Secretary of State for Transport and the Occupier for the maintenance of traffic technology systems dated [].

Initial Period

[NUMBER] [months] [weeks] beginning on the date of this Agreement.

Floor Space

The office space on the [NUMBER] floor of the Building or any other office space in the Building of comparable size nominated by the *Provider* for the Occupier's use for [number] representatives of the Occupier entitled to office accommodation in accordance with the ASC and the RTMC (Midlands).

Signed by or on behalf of the *Provider***Signed by or on behalf of the Occupier**

Building Regulations

The regulations set out in this Agreement and includes any additional regulations notified in writing by the *Provider* to the Occupier at any time.

Facilities

The following services:

- (a) Access to and use of the Floor Space and all office furniture in the Floor Space;
- (b) Access to and use of the Public Areas;
- (c) The provision of heating, lighting, air-conditioning and electric power to the Public Areas and the Floor space;
- (d) The provision of telephone facilities connected to the *Provider's* telephone switch network with a direct line facility;
- (e) Provision of meeting room facilities (where available);
- (f) A Windows compatible PC connected to the *Provider's* network with appropriate software and connection to world wide web, Business Information Gateway and *Provider's* Local Area Network for each of the Occupier's employees;
- (g) A printer or connection to the *Provider's* printer's for each of the Occupier's employees enabling printing at A3 and A4 size documents in colour and scanning facilities;
- (h) Carpeted flooring;
- (i) Cleaning of the Floor Space at reasonable intervals; and
- (j) Dedicated paved car parking sufficient to contain a motor vehicles for each employee of the Occupier entitled to office accommodation.

Public Areas

Toilets, reception areas, entrance halls, lifts, stairways and corridors in the Building and any other areas provided by the *Provider* for the communal use of the occupiers of the Building and their employees and visitors.

1. Use of the Facilities

1.1 The *Provider* will provide and the Occupier may use the Facilities until this Agreement comes to an end.

2. Payments due under this Agreement

2.1 No sums shall be payable under this Agreement for the provision of the Facilities.

3. Occupier's obligations

3.1 The Occupier is to comply with the Building Regulations and ensure that its employees and visitors comply with them.

3.2 The Occupier will be solely responsible for the safety and insurance of its own property and personnel including its public liability and employer's insurance.

3.3 The Occupier will indemnify the *Provider* against all actions, costs, claims, demands and proceedings and all expenses, liabilities and losses incurred by the *Provider* arising from any breach by the Occupier of the terms of this Agreement causing the death or injury of any person or damage to or the destruction of any property.

4. Condition of the Floor Space

4.1 The Occupier acknowledges that the Floor Space [is in the condition set out in the attached inventory and] contains the furniture and fittings detailed in the attached inventory.

4.2 When this Agreement ends, the Occupier is to return the Floor Space to the *Provider* in the condition [set out in the inventory][in which the Occupier received it], fair wear and tear excepted, and with all the furniture and fittings set out in the inventory.

5. Duration of this Agreement

5.1 This Agreement will continue until the *Provider* or the Occupier gives the other not less than [one month's] prior written notice ending this Agreement. Save for any reason set out in paragraph 5.2 notice to end this Agreement may not expire during the Initial Period but may expire at any time after the end of the Initial Period.

5.2 The *Provider* may additionally end this Agreement at any time by serving written notice on the Occupier if:

5.2.1 The ASC and/or the RTMC (Midlands) come to an end for whatever reason;

5.2.2 the Occupier breaches any of the terms of this Agreement and does not remedy that breach within fourteen days of being told to do so in writing by the *Provider*;

5.2.3 the Occupier becomes bankrupt or, if it is a company, enters into liquidation, has a receiver or manager appointed in respect of all or any of its assets, enters into a composition or arrangement with its creditors or allows any distress or execution to be levied on its assets.

5.3 When this Agreement ends, the Occupier is to remove all of its possessions from the Floor Space, return any keys and entry cards to the *Provider* and leave the Floor Space in a clean and tidy condition. The Occupier is also to ensure that all post addressed to the Occupier at the Floor Space is redirected to the Occupier's new address. The *Provider* will have no liability to the Occupier for post that is delivered to the Floor Space after this Agreement ends.

5.4 If the Occupier does not remove its possessions from the Floor Space when this Agreement ends, the Occupier agrees that the *Provider* may sell them as agent of the Occupier. If the *Provider* does so, it will hold the proceeds of sale after deducting any removal, storage and sale costs to the order of the Occupier.

5.5 The ending of this Agreement will not affect the liability of the Occupier for any outstanding breaches of this Agreement.

6. Effect of this Agreement

6.1 The Occupier acknowledges that the *Provider* is entitled to exclusive control and possession of the Floor Space.

6.2 The *Provider* may require the Occupier to relocate to another Floor Space of comparable size and facilities within the Building. The *Provider* will give the Occupier not less than [one month's] prior written notice requiring the Occupier to relocate.

6.3 The *Provider* and the Occupier acknowledge that this Agreement does not create and is not intended to create any relationship of landlord and tenant between them.

- 6.4 This Agreement is personal to the Occupier and is not capable of being assigned to or held in trust for any other person. The Occupier may not share the use of the Facilities with any other person or organisation.
- 6.5 Where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually.
7. **Provider's obligations**
- 7.1 The *Provider* is responsible for providing the Facilities together with the general maintenance and repair of the Building.
8. **Notices**
- Notices to the Occupier will be properly served if left at or delivered by post to the Floor Space or to the address of the Occupier set out above. Notices to the *Provider* will be properly served if left at or delivered by post to the address of the *Provider* set out above.
- Building Regulations**
9. To use the Floor Space only as an office for the purposes of the provision of the services under the RTMC (Midlands) and not as offices open to members of the general public.
10. Not to use the Floor Space for any noisy, offensive, immoral or illegal trade or business or in a manner which causes any nuisance, damage or annoyance to the *Provider* or the other occupiers of the Building.
11. Not to allow animals in the Floor Space with the exception of guide dogs.
12. Not to introduce any additional heating or air-conditioning apparatus into the Floor Space nor to interfere with the *Provider's* heating or air-conditioning systems in the Floor Space except by use of the thermostat controls, if any, provided for the use of the Occupier.
13. Not to interfere with the telephone equipment in the Floor Space provided by the *Provider* nor to introduce any additional fixed telephone or telecommunications equipment into the Floor Space.
14. Not to install or use any additional electrical apparatus in the Floor Space other than those provided by the *Provider* nor to overload the electrical systems in the Floor Space.
15. Subject to fair wear and tear, to keep the Floor Space and its furniture and fittings in the same state of repair and condition as set out in the inventory.
16. Not to remove or damage any of the furniture or fittings provided by the *Provider* nor to introduce any additional furniture or fittings.
17. To replace or, at the *Provider's* option, to pay the costs of replacing any furniture or fittings provided by the *Provider* which are damaged by the Occupier or which become incapable of use due to the Occupier's misuse of them.
18. Not to use the Floor Space for the preparation of food or drinks but to use only any kitchen facilities provided for that purpose.
19. Not to use or store in the Floor Space any article or substance of a specially flammable or dangerous nature.
20. To comply with health and safety legislation affecting employees in or visitors to the Floor Space.
21. Not to do or omit to do anything that would increase the insurance premiums for the Building or prejudice the right of any person to receive payments under the insurance policies for the Building.
22. Not to make any alterations to the Floor Space or any furniture or fittings in the Floor Space nor to pierce or damage the walls, ceilings or floors of the Floor Space.
23. Not to display any signs or notices in the Floor Space or the entrances to it or on the remainder of the Building except in places indicated by and in styles approved by the *Provider*.
24. Not to obstruct the Public Areas or park or place any vehicles, equipment or goods in the Public Areas save where specifically designated to do so.
25. Not to darken or obstruct any windows in the Floor Space or display any signs or notices in those windows.
26. Not to bring any safe or other heavy objects into the Floor Space.
27. Not to prevent the *Provider* having access to the Floor Space at all reasonable times and for all reasonable purposes including for inspecting the Floor Space, providing the Facilities and carrying out any works of repair or redecoration required.
28. Not to make any copies of keys or entry cards provided to the Occupier.
29. To notify the *Provider* if any keys or entry cards are lost or stolen and to pay the costs of replacing them and any locks that need to be replaced as a result of the loss of those keys or entry cards.
30. Not to do or omit to do anything that would allow unauthorised persons to have access to the Floor Space or the Building.

Agreement for Occupation of Depot Space

PARTICULARS

Date 2013

Provider

[NAME OF *PROVIDER*] [(registered number [COMPANY NUMBER]) whose registered office is at][of] [ADDRESS].

Occupier

[NAME OF OCCUPIER] [(registered number [COMPANY NUMBER]) whose registered office is at][of] [ADDRESS].

Depot Space

Such space in the Depot as the *Provider* allocates from time to time for use by the Occupier [and shown edged red on the Plan attached to this Agreement]

Authorised Use

The use of the Depot Space for storage of equipment [any other permitted uses]

ASC

The asset support contract entered into between the Secretary of State for Transport and the *Provider* for inter alia the provision of maintenance and operation services on the Area Network dated []

Building

the office building known as [DESCRIPTION].

Depot

the depot [adjoining the Building] shown edged blue on the Plan attached to this Agreement.

Initial Licence Period

the period of [*insert number of weeks/months*] from and including the date of this Agreement or if earlier, the date this Agreement ends following notice served under **clause 2.4 or 2.5**.

RTMC (Midlands)

The regional technology maintenance contract entered into between the Secretary of State for Transport and the Occupier for the maintenance of traffic technology systems dated [].