

continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

- 15.2 Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

16. **Records, Audit and Inspection**

- 16.1 The Service Provider shall, and shall procure that its sub-contractors shall:

16.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

16.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law) following termination or expiry of the Contract ("**Retention Period**").

- 16.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 12.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

17. **Set-Off**

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract or under any other contract with any member of the Authority Group may recover such amount as a debt.

18. Indemnity

- 18.1 Subject to Clause 18.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) (“**the Indemnified Party**”) against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider’s Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).
- 18.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

19. Insurance

- 19.1 The Service Provider will at its sole cost maintain employer’s liability and motor insurance cover as required by law and insurance cover in the sum of not less than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services (“**the Insurances**”) and will ensure that the Authority’s interest is noted on each and every policy or that any public liability, product liability or employer’s liability insurance includes an Indemnity to Principal clause:
- 19.1.1 public liability to cover injury and loss to third parties;
 - 19.1.2 insurance to cover the loss or damage to any item related to the Services;
 - 19.1.3 product liability; and
 - 19.1.4 professional indemnity or, where professional indemnity insurance is not available, a “financial loss” extension to the public liability insurance referred to in Clause 19.1.1 or, if applicable, the product liability insurance referred to in Clause 19.1.3. Any professional indemnity insurance or “financial loss” extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.
- 19.2 The insurance cover will be maintained with a reputable insurer.

- 19.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 19.1 and payment of all premiums due on each policy.
- 19.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 19.1 being or becoming void, voidable or unenforceable.
- 19.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

20. **The Authority's Data**

- 20.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.
- 20.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

21. **Intellectual Property Rights**

- 21.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services ("**the Products**") provided that such assignment shall not include items not prepared or developed for the purposes of this Contract.
- 21.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 21.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 21.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

22. **Protection of Personal Data**

22.1 The Service Provider shall comply with all of its obligations under the Data Protection Act 1998 and, if Processing Personal Data (as such terms are defined in section 1(1) of that Act) on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with the Contract and shall act in accordance with instructions from the Authority.

23. **Confidentiality, Announcements and Transparency**

23.1 Subject to Clause 23.6 and Clause 24, the Service Provider will keep confidential:

23.1.1 the terms of this contract; and

23.1.2 any and all Confidential Information that it may acquire in relation to the Authority.

23.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 23.1.

23.3 The obligations on the Service Provider set out in Clause 23.1 will not apply to any Confidential Information:

23.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 23);

23.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or

23.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.

23.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.

23.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.

- 23.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 23.1 and Clause 24, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 23.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation (as defined in Clause 24.1 below). The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 23.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.
- 23.8 The provisions of this Clause 23 will survive any termination of this Contract for a period of 6 years from termination.

24. **Freedom of Information**

24.1 For the purposes of this Clause 24:

24.1.1 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

24.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

24.1.3 **“Information Request”** means a request for any Information under the FOI Legislation.

24.2 The Service Provider acknowledges that the Authority:

24.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

24.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

24.3 Without prejudice to the generality of Clause 24.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

- 24.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within 2 Business Days of receiving such Information Request; and
 - 24.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within 5 Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.
- 24.4 The Authority shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Service Provider shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

25. **Dispute Resolution**

- 25.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.
- 25.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 25.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. [Either Party may give notice to the other Party \("**Notice**"\) to commence such process and the notice shall identify one or more proposed mediators.](#)
- 25.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.

- 25.5 Where a dispute is referred to mediation under Clause 25.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 25.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 25.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 40.
- 25.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 25.
- 25.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 25 and Clause 25 shall not apply in respect of any circumstances where such remedies are sought.

26. **Breach and Termination of Contract**

- 26.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:
- 26.1.1 except as provided in and without prejudice to Clauses 26.1.3, the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;
 - 26.1.2 the Service Provider is subject to an Insolvency Event;
 - 26.1.3 in the event that there is a change of ownership referred to in clause 9.3 or the Service Provider is in breach of Clause 9.3;
 - 26.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;
 - 26.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010;
or

- 26.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contract Regulations 2006.
- 26.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 26.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.
- 26.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 26.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 26.4 Without prejudice to the Authority's right to terminate the Contract under Clause 26.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 26.4 may be disapplied by notice to that effect in Schedule 1.
- 26.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 26.1, 26.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 28.
- 26.6 To the extent that the Authority has a right to terminate the Contract under this Clause 26 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from

the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

27. Consequences of Termination or Expiry

27.1 Notwithstanding the provisions of Clause 23, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

27.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

27.3 Upon expiry or termination of the Contract (howsoever caused):

27.3.1 the Service Provider shall, at no further cost to the Authority:

27.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and

27.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

27.3.2 the Authority shall (subject to Clauses 17, 27.1 and 27.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.

27.4 On termination of all or any part of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority

thinks fit to provide any or all of the Services and (save where terminated under Clause 26.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

28. Declaration of Ineffectiveness

28.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 27 and this Clause 28 shall apply as from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 27 and this Clause 28 or the Cessation Plan, the provisions of this Clause 28 and the Cessation Plan shall prevail.

28.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness.

28.3 As from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

28.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and

28.3.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,

in accordance with the provisions of this Clause 28 and to give effect to the terms of the Declaration of Ineffectiveness.

28.4 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

28.5 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or

loss of opportunity as a result of the early termination of this Contract pursuant to this Clause 28.

29. Survival

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 14, 16-20 (inclusive), 21.2, 22-25 (inclusive), 27, 29-31 (inclusive), 33-40 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

30. Rights of Third Parties

30.1 Save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

30.2 Notwithstanding Clause 30.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

31. Contract Variation

Save where the Authority may require an amendment to the Services, the Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

32. Novation

32.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).

32.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.

32.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

33. Non-Waiver of Rights

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 35. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

34. Illegality and Severability

If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

35. Notices

Any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other Party in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

if delivered by hand, at the time of delivery;

if delivered by post, 2 Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or

if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other Party within 24 hours after transmission.

36. Entire Agreement

36.1 Subject to Clause 36.2:

36.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to

enter into the Contract by a statement which the Contract does not contain; and

36.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

36.2 Nothing in this Clause 36 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

37. Counterparts

This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

38. Relationship of the Parties

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

39. Further Assurance

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

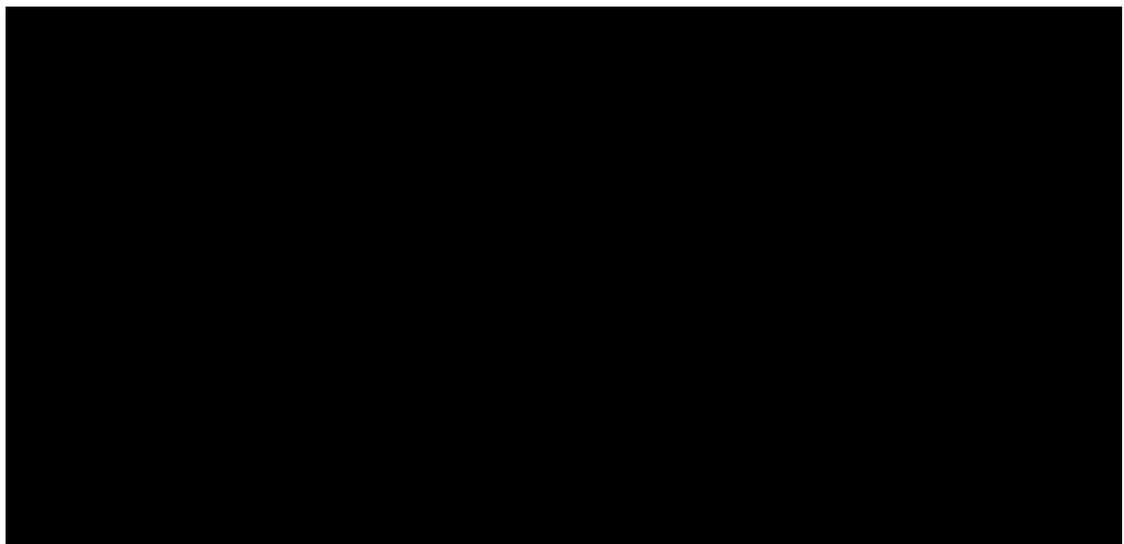
40. Governing Law

The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 25, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

SCHEDULE 1 - KEY CONTRACT INFORMATION

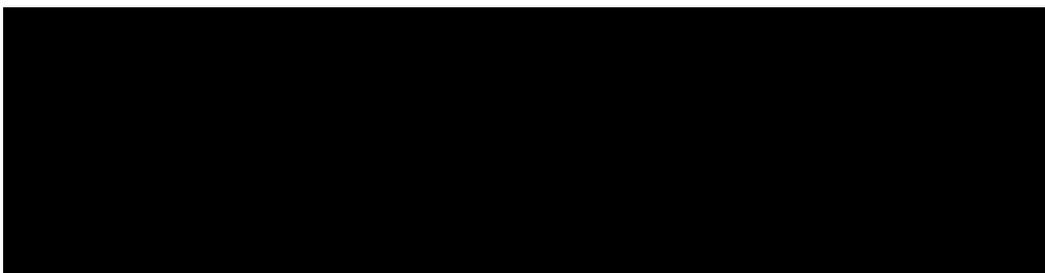
1. **Contract Reference Number: TfL/91340**
2. **Name of Service Provider: Prenax Limited**
3. **Commencement:**
 - (a) **Contract Commencement Date: 19 January 2015**
 - (b) **Service Commencement Date: 02 February 2015**
4. **Duration/Expiry Date: 18 January 2018**
5. **Payment: Standard payment terms of 30 days will apply.**

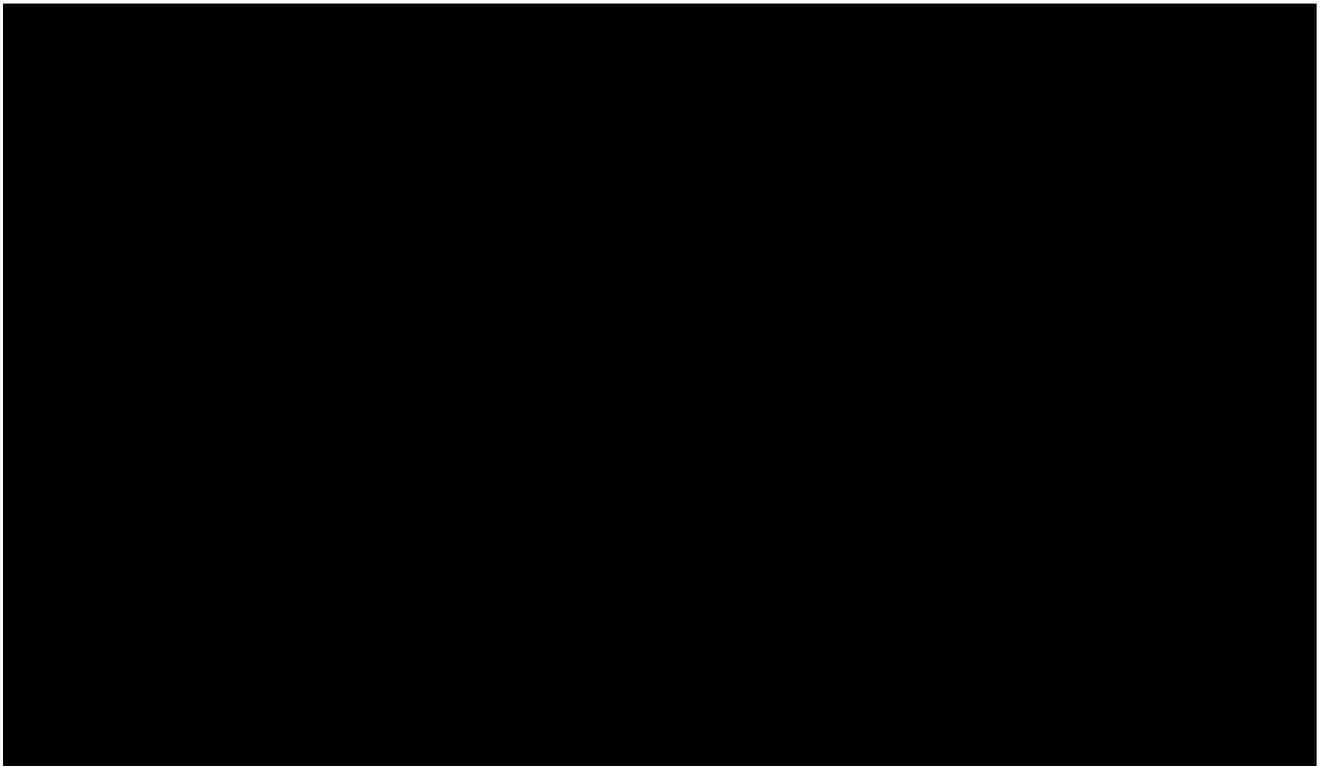
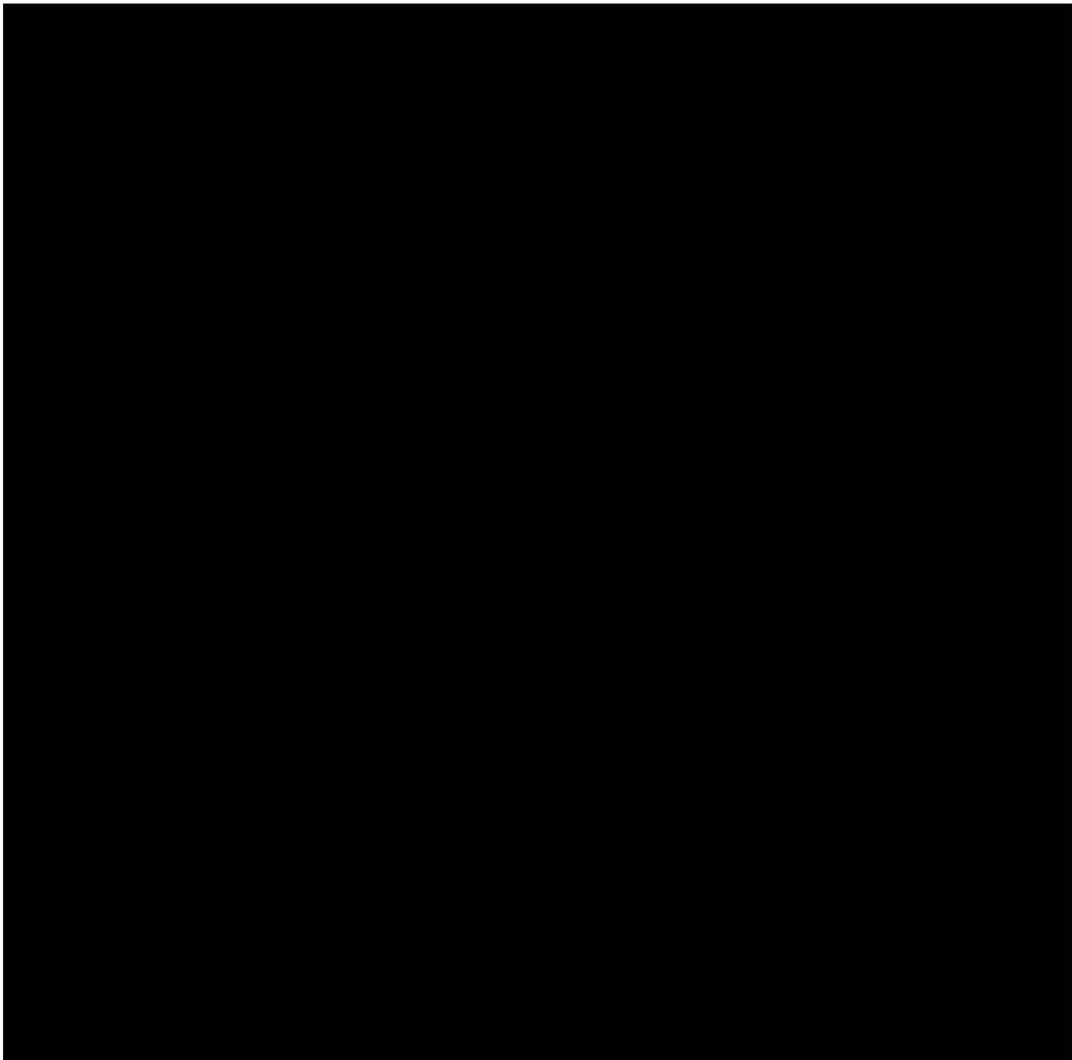
6.

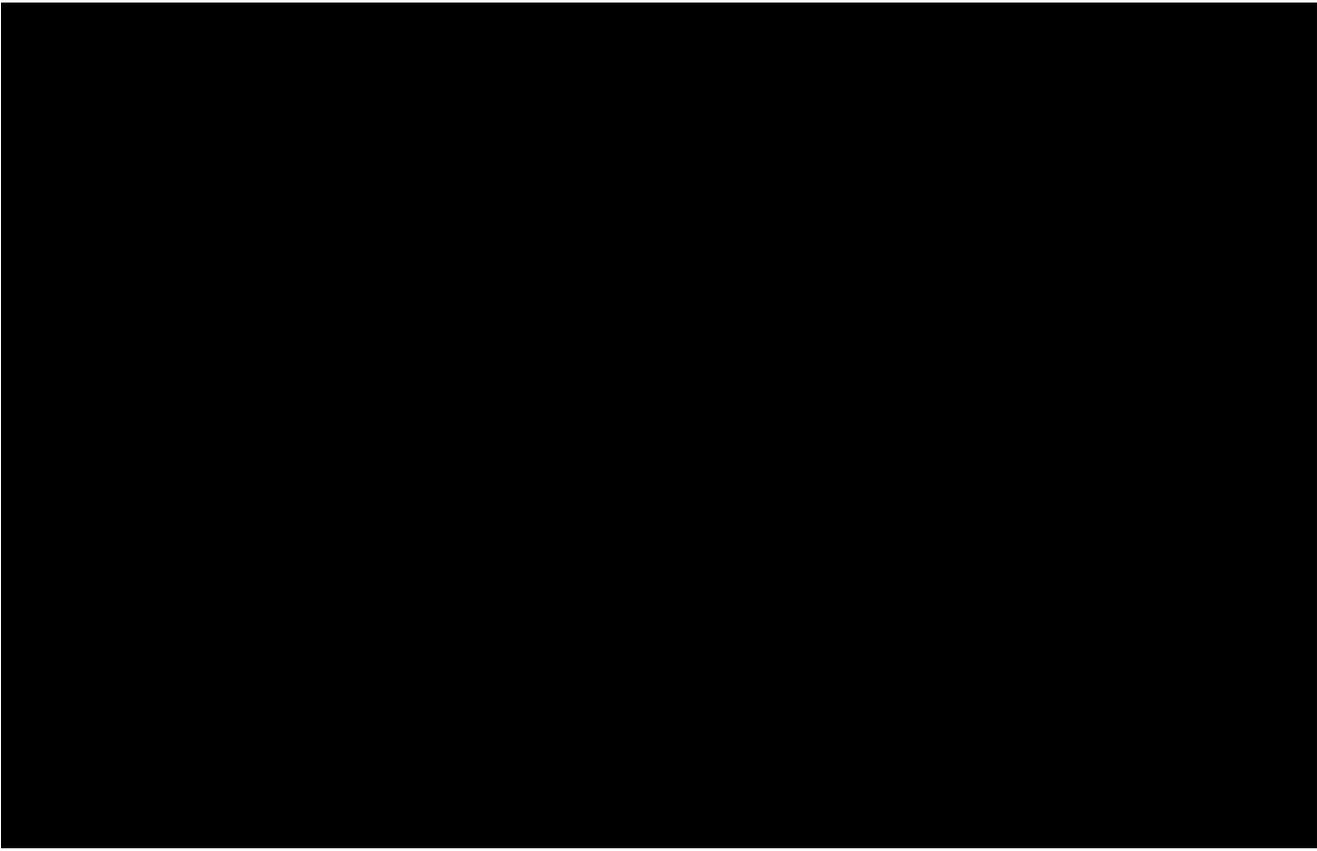


Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider: TBC

7. **Time for payment where not 30 days:**
N/A







- 11. **Notice period in accordance with Clause 26.4 (termination without cause):** 90 days
- 12. **Address for service of notices and other documents in accordance with Clause 35:**

For the Authority:

Transport for London

Windsor House
50, Victoria Street
London
SW1H 0TL

Facsimile number: 020 3054 8367

For the attention of: Daiga Elsonė

For the Service Provider:

Prenax Ltd

Stationers Hall,
89 Sherborne Road,
Yeovil,
BA21 4HE

Facsimile number:

For the attention of: Richard Grove

13. Office facilities to be provided to the Service Provider in accordance with Clause 11.3:

N/A

14. Training to be provided by the Service Provider in accordance with Clause 8.8:

N/A

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

A12 Option to Extend Duration

A12.1 The Authority has an option, exercisable at its sole discretion, to extend the duration of the Contract for a further period or periods up to a total of one year by notice in writing to the Service Provider provided that such notice is served at least **one month** prior to the expiry of the initial duration of the Contract or the expiry of any previous extension, if later.

SCHEDULE 3 - SPECIFICATION

1. Background

Transport for London (TfL), further in the document also referred to as 'the Authority' and the Greater London Authority (GLA) require the reliable and timely supply of newspapers and a range of periodicals, including journals, magazines and statistical series. The Service Provider shall organise the supply of newspapers (including online licences) and periodicals, which may include journals, magazines, statistical series, yearbooks, CD-ROMs and other serially published material.

The contract is available to TfL, the GLA and its Functional Bodies: London Fire and Emergency Planning Authority (LFEPA) and the Mayors Office for Policing and Crime (MOPAC).

2. Specification of Requirement for Subscriptions and Newspapers

The Service Provider is required to provide a proactive and timely service encompassing all aspects of serials supply and delivery for the requested titles, including placement of new subscriptions, renewals, cancellations, supply of missing and back issues if required, and payments to publishers.

Over the lifetime of the contract, it is expected that the number and nature of periodicals required will develop and change, reducing or increasing depending on the Authority's requirements.

Any reference to current titles and subscriptions quoted in the ITT document therefore is for information only and the contract will not commit the Authority to ordering these exact numbers. Please note that delivery requirements may also be subject to change over the contract period.

3. Lot 1 - Newspapers

This is a GLA requirement, however it will be available to all Functional Bodies, should they wish to join at a later stage.

3.1 Scope of Service - Newspapers (including online where relevant)

3.1.1 The Service Provider is required to arrange the delivery of newspapers in a timely and reliable manner to the GLA's offices in City Hall. In the event the newspapers are required to be delivered to another location (s), the Service Provider will be notified in written.

3.1.2 This will include national, regional and local newspapers, also online/electronic versions where appropriate.

3.1.3 Where the newspapers are published at the same time, they must be packaged together and labelled for each recipient.

3.1.4 The titles and numbers of copies required may vary over time and no guarantee is given as to the value of business that will be provided under the contract to the Service Provider.

3.2 Service Requirement – Newspapers

3.2.1 Supply of the specified editions of any daily, weekly or Sunday national, regional or local newspaper title and in the quantities requested is required. An indication of the current GLA requirement was detailed in Appendix 1 of the ITT document.

3.3 Delivery

3.3.1 [REDACTED]

3.3.2 In the event when an alternative delivery address in the greater London area is required to be added to the requirement, the Service Provider will be asked to quote for any additional delivery fee for this service.

3.4 Timing

3.4.1 Newspapers must be delivered to the City Loading Bay no later than 06:30am each day when a delivery is required, including weekends and bank holidays. Subject to circumstances beyond the supplier’s control such as industrial action and cordons that prevent access to City Hall.

3.4.2 The reliable supply of newspaper is critical to the GLA. Where potential problems with deliveries are anticipated or known in advance the Service Provider is expected to advise the GLA contract manager at the earliest opportunity.

3.5 Packaging and Labelling

3.5.1 Newspapers must be bundled, packaged and labelled for each recipient at City Hall, e.g. where a recipient receives more than one title these must be bundled together.

3.5.2 The information required on the labels will be provided to the Service Provider.

3.5.3 To prevent damage to the material, the overall package delivered to City Hall should be contained in a clear waterproof wrapping. It is preferred that this is of a re-usable nature. E.g. a delivery pouch or box that is returned and re-used on a daily basis.

3.6 Missing Titles

3.6.1 Any missing issues of a title that has been published must be delivered within 3 hours of the time of notification on week days, if notified by 10:00am, otherwise within 12 hours of notification.

3.6.2 Where newspapers are not supplied according to the schedule, the GLA reserves the right to request a credit note rather than a replacement copy, credits are to be reflected on the next invoice.

3.7 Back Issues

3.7.1 Providing back issues of titles, provided that they are available from the printer, which may be requested.

3.8 Online Newspapers

3.8.1 The Service Provider may be required to arrange for online access to newspapers supplied to the GLA, subject only to restrictions imposed by the publisher. It may be required to arrange the provision of username and password information to enable access to be set up and liaise with the publisher on the GLA's behalf regarding access restrictions and licences required.

3.9 Orders and Cancellations

3.9.1 The Service Provider shall only accept orders and cancellations for newspapers from the GLA contract manager or other nominated contact delegated in writing by email by the contract manager.

3.9.2 The Service Provider shall accept orders for additional copies of news titles on an issue by issue basis at any time during the period of the contract and for immediate start, subject only to any restrictions imposed by the publisher.

3.9.3 The Service Provider shall only accept orders that contain as a minimum the following information:

- Name of the recipient, this could be an individual or department
- GLA cost code
- Name of the publication
- Duration of the requirement; this will either be until a specific date or on-going supply until further notice

3.10 Invoicing

3.10.1 Invoicing process and details to be agreed with the Service Provider.

3.10.2 All invoices must quote the valid Purchase Order number and submitted to Accounts Payable.

3.11 Account Management

3.11.1 Resources

The Service Provider is expected to provide a dedicated Account Manager. An alternative contact should be available in the absence (planned or unplanned) of the proposed Account Manager. Should there be any planned changes to the agreed key Contract personnel; the Service Provider shall notify TfL's Contract Manager and/or Assistant Commercial Manager in writing; within a minimum of 30 days before the change is implemented.

An escalation process should be in place and TfL notified of contact details. Any change in personnel, the TfL Account Manager should be notified in writing.

3.11.2 Contract Review Meetings

The Service Provider shall attend meetings as required by GLA. These include, but are not limited to:

Account Manager Meetings with GLA (once in six months, unless agreed otherwise with the Contract Manager from GLA).

Renewal update meetings with GLA (once a year).

Pre-renewal meeting with TfL (one month before the contract ends).

3.12 Management Reporting

3.12.1.1 Monthly reports shall be required from the Service Provider. The format to be agreed with the Service Provider. As a minimum, the following aspects may be included:

3.12.1.1.1 Accuracy of deliveries

3.12.1.1.2 Timeliness of deliveries

3.12.1.1.3 Number of missing titles

3.12.1.1.4 Accuracy of invoicing

3.12.2 The set of Key Performance Indicators (KPIs) to be reviewed at Contract Review Meetings.

3.12.3 Invoicing

3.12.3.1 Invoices to be sent to TfL's Accounts Payable

3.12.3.2 Invoices will be paid in 30 days

3.12.3.3 Invoices shall include the following information:

Cost Centre No. (will be provided)	Department/ Individual's Name	Publication Description /Delivery Charge	Qty	Unit Price	Total Price
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3.12.3.4 All invoices must quote a valid TfL's Purchase Order number which will be communicated to the Service Provider.

3.12.3.5 Prices stated on the invoice must be inclusive of any discounts offered by the Service Provider.

3.12.3.6 An account summary of newspapers to be provided to the GLA Contract Manager on a monthly basis, showing the individual Prices for each newspaper.

4 Lot 2 - Periodicals (including journals and magazines)

This is a Pan TfL requirement and available to all Functional Bodies.

4.1 Scope of Service - Periodicals

4.1.1 The Service Provider is required to arrange the supply of periodicals for TfL, GLA and the Functional Bodies. That would include undertaking subscription of the specified journals and magazines in the quantities required and for the duration requested. The number and range of titles required may vary over time and some periodicals/publications may only be required on an ad-hoc basis only. Some foreign language journals/magazines may also be required.

4.1.2 The existing subscriptions for periodicals will be allowed to continue to their term, the new Service Provider will be expected to take over at the point of renewal.

4.1.3 As an indication only, the current requirements for periodicals were detailed in the ITT document.

4.2 Service Requirement – Periodicals

The Service Provider is required to supply the specified UK or in some instances foreign editions of periodicals.

4.2.1 Delivery

The Service Provider is required to arrange deliveries of periodicals at the required delivery addresses.

In the event when an alternative delivery address in the Greater London area is required to be added to the requirement, the Service Provider will be asked to quote for any additional delivery fee for this service.

Delivery location(s) for LFEPA will be agreed with the Service Provider directly.

4.2.2 Timing

4.2.2.1 The reliable supply of journals and magazines is important to TfL, GLA and the Functional Bodies. The periodicals should be delivered promptly after their receipt by the Service Provider where applicable, subject to circumstances beyond the Service Provider's control, such as an industrial action, for instance.

4.2.2.2 Where potential problems with deliveries are anticipated or known in advance the Supplier will advise the relevant contract manager at the earliest opportunity.

4.2.3 Missing Titles

4.2.3.1 Any missing issues of a title that has been published must be delivered within 1 working day of notification.

4.2.3.2 Where journals/magazines are not supplied according to the schedule, TfL reserves the right to request a credit note rather than a replacement copy, credits are to be reflected on the next invoice.

4.2.4 Back Issues

4.2.4.1 Provide back issues of titles, provided that they are available from the publisher, which may be requested.

4.2.5 Online Periodicals

4.2.5.1 The Service Provider may be required to arrange for online access for periodicals to be supplied to the Authority, subject only to restrictions imposed by the publisher. Where possible, it may be required to arrange the provision of username and password information to enable access to be set up and liaise with the publisher on the Authority's behalf regarding access restrictions or licences required.

4.2.6 Packaging and Labelling

4.2.6.1 Periodicals must be labelled with the names and addresses of recipients and, where appropriate, titles bundled together into packages for recipients. It is understood that where titles come direct from the publishers that they will be sent as individual packages.

4.2.6.2 The information required on the labels, such as the recipient's name, department and address, will be provided to the Service Provider.

4.2.6.3 To prevent damage to the material the overall package delivered to City Hall should be contained in a clear waterproof wrapping. It is preferred that this is of a re-usable nature, e.g. a delivery pouch or box that is returned and re-used on a daily basis.

4.2.7 Orders and Cancellations

4.2.8 The Service Provider shall only accept orders and cancellations for periodicals from the Contract Manager or other nominated contact delegated in writing by email by the Contract Manager.

4.2.9 The Service Provider shall accept orders for additional copies of journals/magazines on an issue by issue basis at any time during the period of the contract and for immediate start, subject only to any restrictions imposed by the publisher.

4.2.10 The Service Provider shall only accept orders that contain as a minimum the following information:

- Name of the recipient, this could be an individual or department
- TfL's/GLA or one of the Functional Body's cost code
- Name of the publication
- Duration of the requirement; this will either be until a specific date or on-going supply until further notice

4.2.11 The Service Provider is required to organise any subscription renewals at such times to ensure continuity of supply.

4.2.12 The Service Provider is required to take over existing periodical subscriptions supplied via other sources at the time of renewal, without the need for cancellation and re-subscription.

4.2.13 In case of any cancellations for journals/magazines with unexpired subscriptions, any refund due must be credited back to TfL.

4.3 Invoicing

4.3.1 Invoicing process and details to be agreed with the Service Provider.

4.3.2 The Service Provider shall invoice the individual team or department requesting the periodicals. All such subscriptions will be paid by the requester.

4.3.3 All invoices must quote a valid Purchase Order number which will be communicated to the Service Provider and must be submitted to TfL's Accounts Payable.

4.3.4 Invoices shall include the following information:

Cost Centre No. (will be provided)	Department/ Individual's Name	Publication Description /Delivery Charge	Qty	Unit Price	Total Price
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4.4 Account Management

4.4.1 Resources

The Service Provider shall be expected to provide a dedicated Account Manager. An alternative contact should be available in the absence (planned or unplanned) of the proposed Account Manager. Should there be any planned changes to the agreed key Contract personnel; the Service Provider shall notify TfL's Contract Manager and/or Assistant Commercial Manager in writing; within a minimum of 30 days before the change is implemented.

An escalation process should be in place and TfL notified of the contact details. Any change in personnel, the TfL Account Manager should be notified in writing.

4.4.2 Contract Review Meetings

The Service Provider shall attend meetings as required by TfL and/or GLA and the Functional Bodies. These include, but are not limited to: Account Manager Meetings with TfL (once in six months, unless agreed otherwise with the Contract Manager from TfL).

Renewal update meetings with TfL (once a year).

Pre-renewal meeting with TfL (one month before the contract ends).

4.5 Management Reporting

4.5.1 Monthly reports will be required from the Service Provider. The format to be agreed with the Service Provider. As a minimum, the following aspects may be included:

4.5.1.1 Accuracy of deliveries

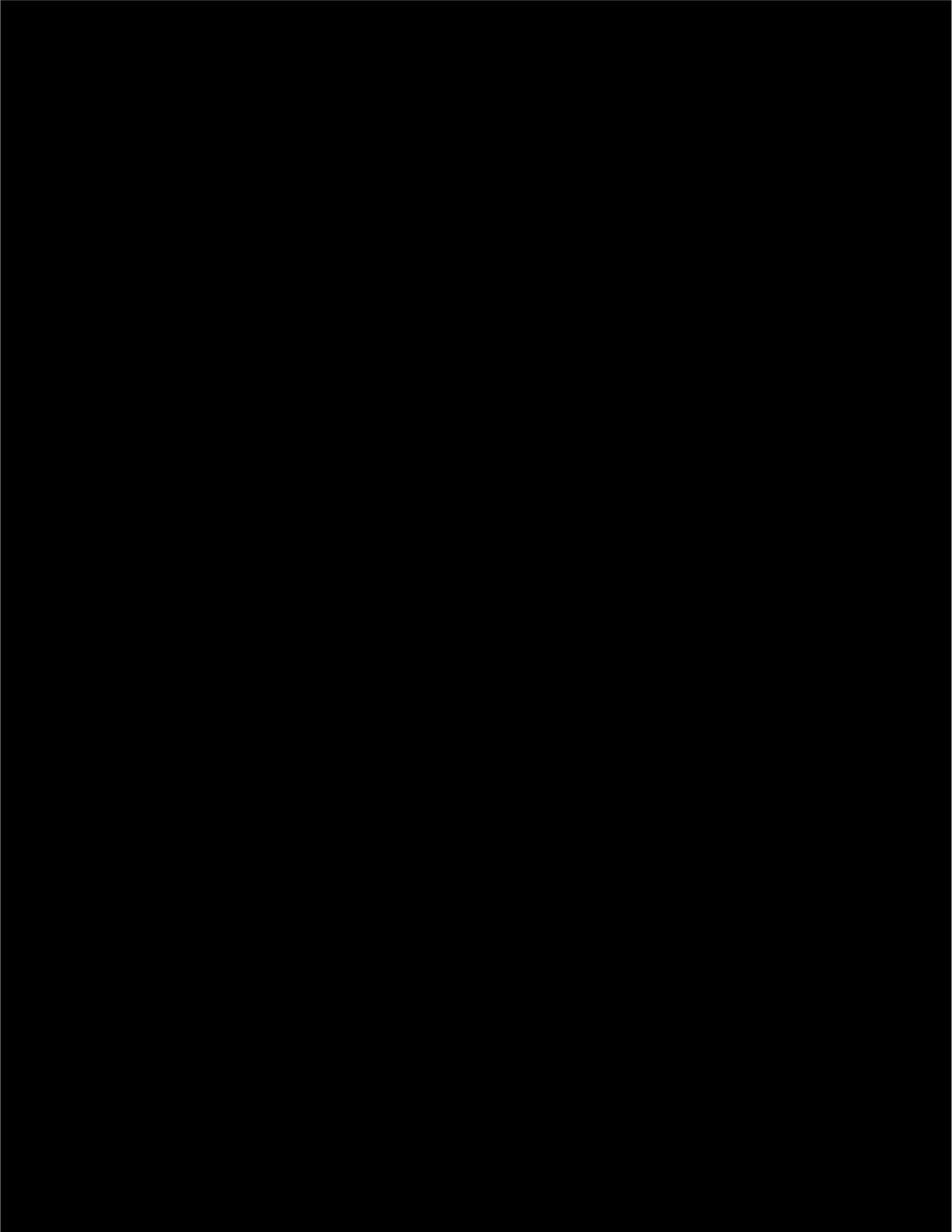
4.5.1.2 Timeliness of deliveries

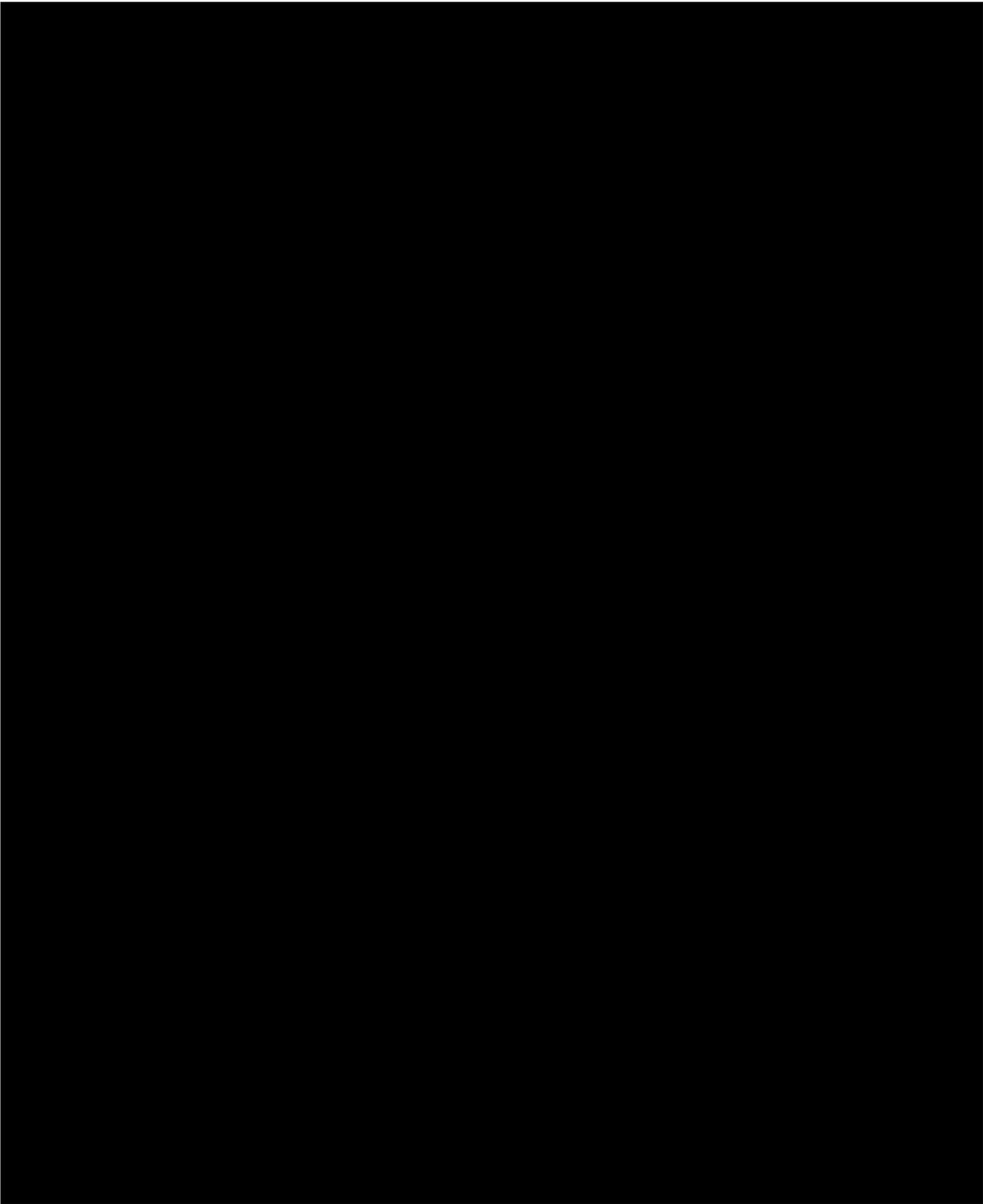
- 4.5.1.3 Number of missing titles
- 4.5.1.4 Accuracy of invoicing

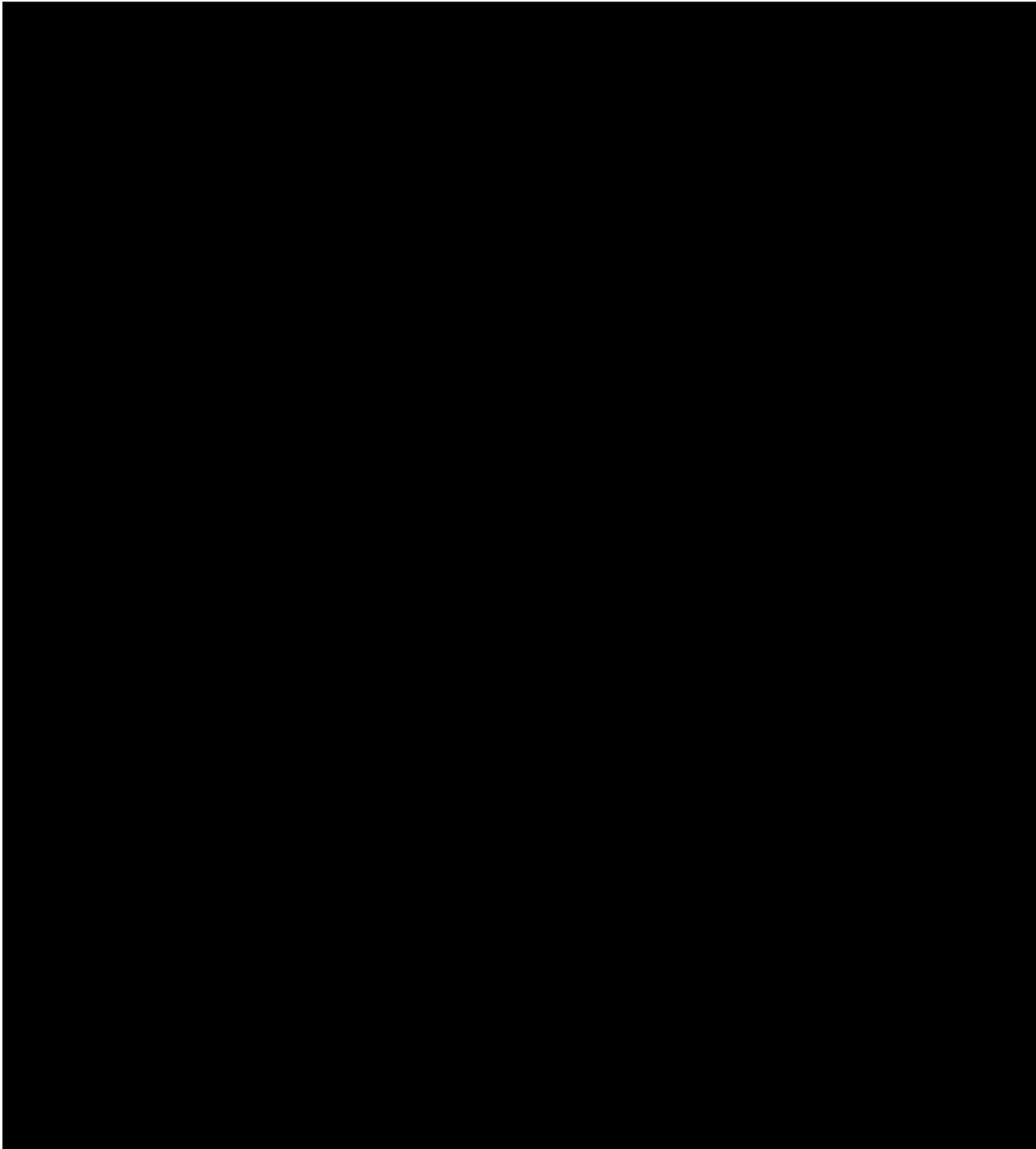
- 4.5.2 The Service Provider shall provide weekly progress reports of any activity taken on new subscriptions, renewals, cancellations and claims.

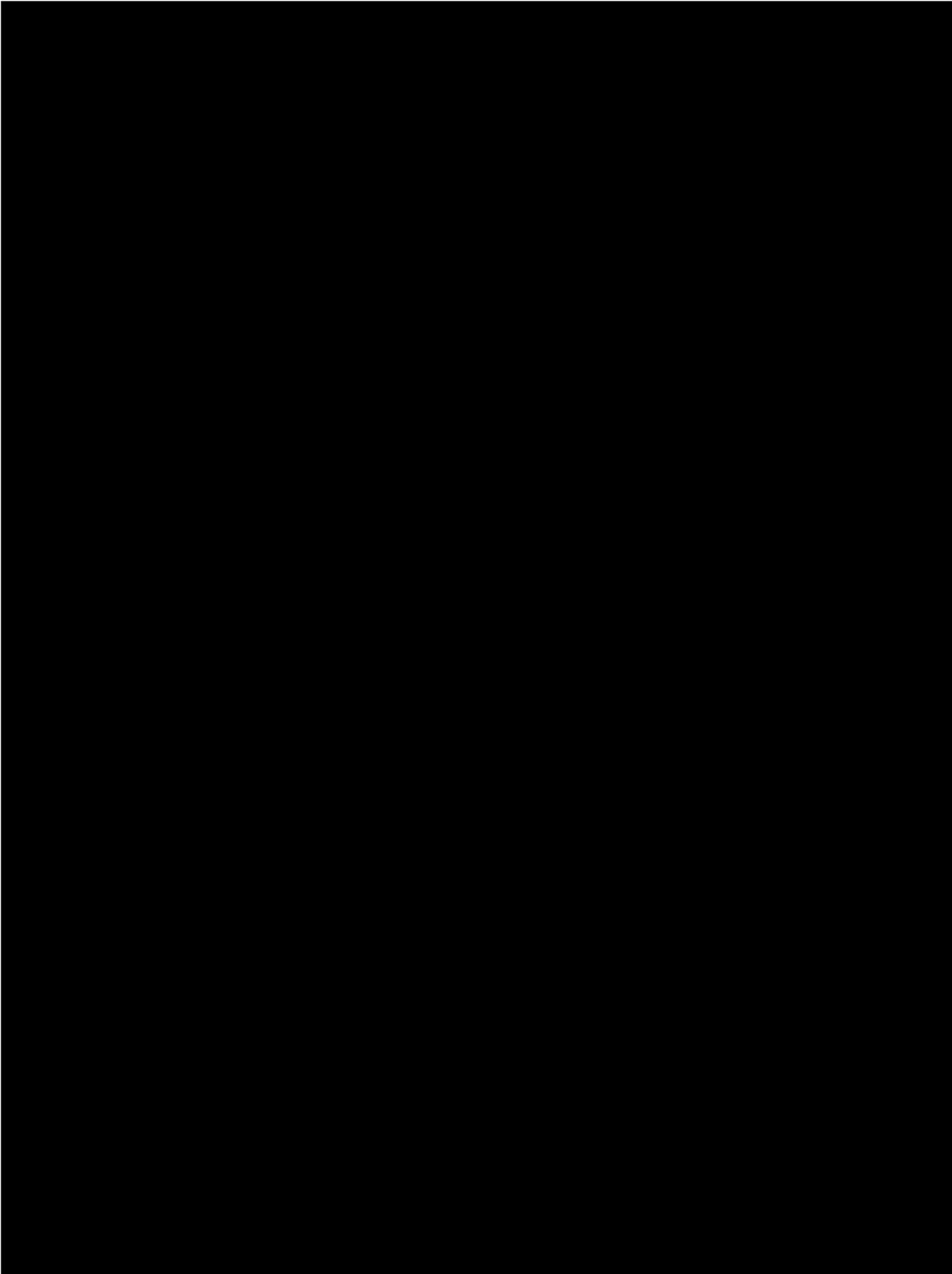
- 4.5.3 The set of Key Performance Indicators (KPIs) to be reviewed at Contract Review Meetings.

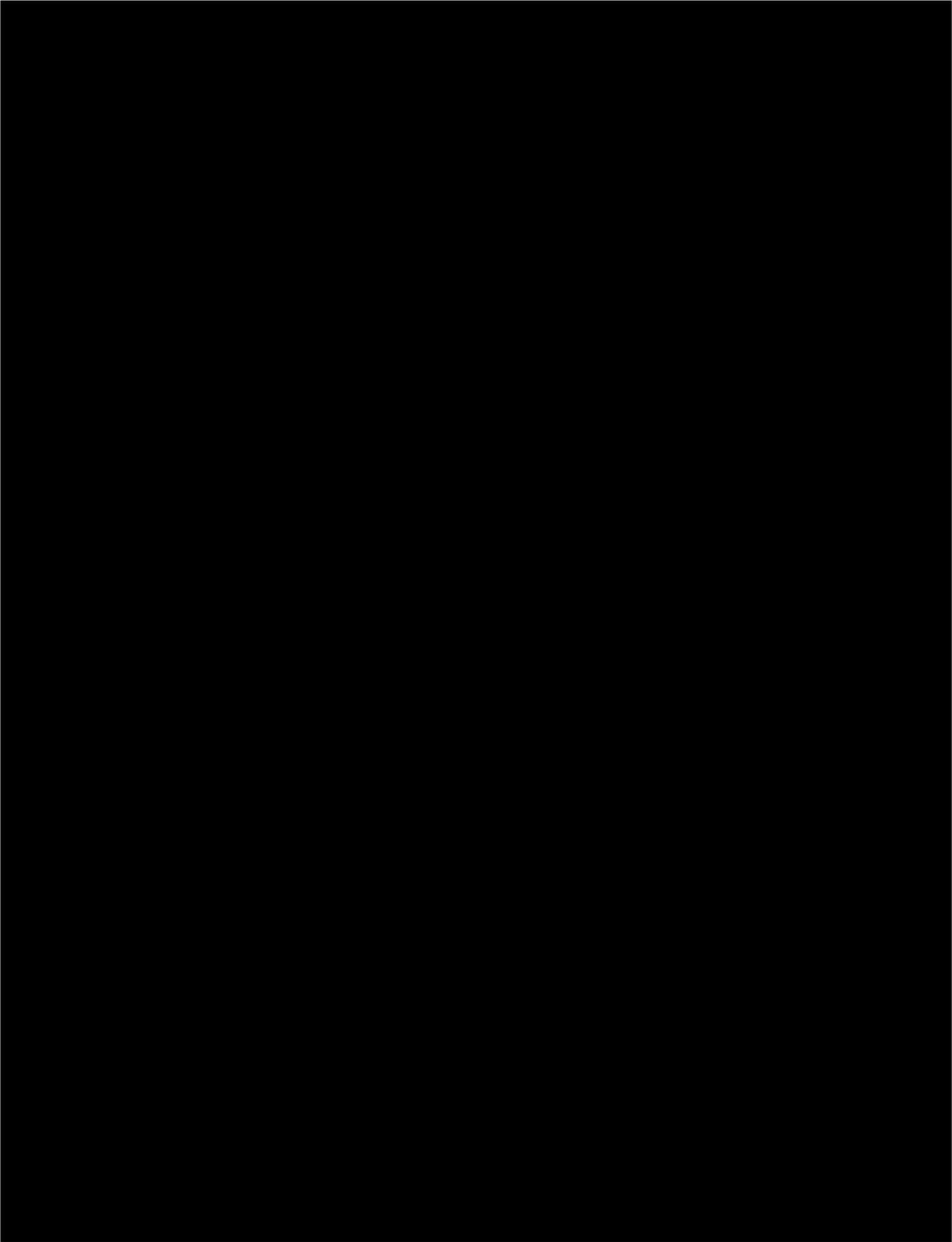
SCHEDULE 4 - CHARGES

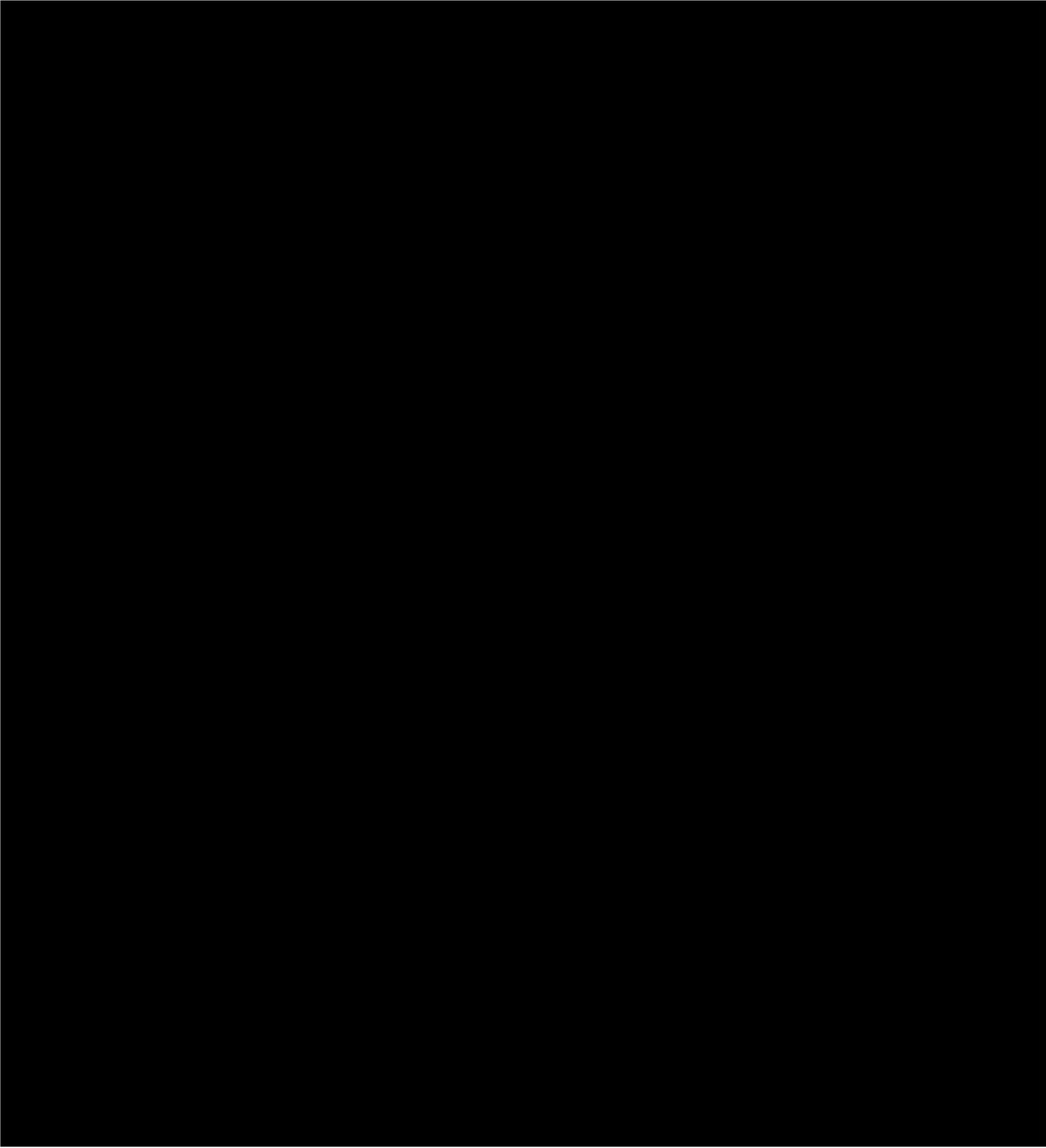












SCHEDULE 5 – PROJECT/ IMPLEMENTATION PLAN

To be agreed with the Contract Manager(s) after the commencement of the Contract.

SCHEDULE 6 - FORM FOR VARIATION

Contract Parties: Prenax Ltd

Contract Number: TfL 91340

Variation Number: *[to be inserted]*

Authority Contact Telephone *[to be inserted]*

Fax *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 31 of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

..... (print name)
 For the Authority (signed)

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

**SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY
CONSIDERATIONS**

N/A

SCHEDULE 8 – RE-TENDER COOPERATION

N/A