(B) public liability insurance in respect of sums for which the insured shall become legally liable to pay as damages in respect of death of or injury or illness or disease to third parties and/or loss of or damage to third party property during the period of insurance arising out of or in connection with the provision of the Services at the Site in an amount not less than £25,000,000 per occurrence,

(together the "Company's Insurances").

56.4 The Company's Insurances shall be in effect for the duration of the Services carried out at the Site and shall be in the joint names of the Company and the Supplier and any other contractors and subcontractors of any tier engaged in carrying out the Services at the Site.

56.5 The Company shall provide a copy of the Company's Insurance policies to the Supplier prior to the date on which the Services are to commence.

56.6 The Supplier shall provide satisfactory evidence to the Company prior to the Contract Commencement Date and within one (1) month of renewal or when requested by the Company that the Insurances have been effected and are in full force and effect and if so required produce the insurance policies for inspection and receipts for payment of the current premiums.

56.7 The Supplier shall notify the Company immediately of its inability to obtain any of the Supplier's Insurances, the cancellation of any of the Supplier's Insurances, or its inability to renew any of the Supplier's Insurances.

56.8 If the Supplier fails to maintain the insurance policies as provided in this Clause 56, the Company may effect and keep in force any such insurance and pay such premium or premiums at commercially competitive rates as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or which become due to the Supplier or recover the same as a debt due from the Supplier.

56.9 The Supplier must comply with the terms and conditions of the insurances and all reasonable requirements of the Company's and the Supplier's insurers, including (without limitation), in connection with the prosecution and settlement of claims, the recovery of losses and the prevention of accidents. The Supplier must bear the cost of all exclusions and limitations under the Company's Insurances and the Supplier's Insurances.

56.10 The Supplier shall comply and shall ensure that its Sub-Contractors comply with the requirements of the Company's claims handling procedures and the Supplier shall not compromise, settle or waive any claim which the Supplier may have under the Company's Insurances without the prior written consent of the Company.

56.11 The Supplier shall ensure that any Sub-Contractors also maintain adequate insurance having regard to the obligations under this Contract which they are contracted to fulfil.

57. Environmental Claims

57.1 The Supplier shall indemnify the Company against Losses and Remediation costs in respect of any Environmental Claims which may arise out of or by reason of the Supplier's performance, non-performance or part performance of this Contract to the extent that such Losses and Remediation costs are due to any act, negligence, breach of contract, breach of statutory duty, error, omission or default by the Supplier, its employees, Sub-Contractors or agents.

57.2 If the Company is issued with a remediation notice or notice of prosecution for contamination of land or has to pay for subsequent remediation and clean-up operations then if such contamination is caused by the Supplier the Company reserves the right to terminate the Contract under Clause 49.1(A).

57.3 The Supplier shall notify the Company's Representative and the Company as soon as it becomes aware that any Remediation is or will become necessary on any part of the Company's site.

57.4 Where the Supplier discovers or suspects that the site has been contaminated or polluted by another party, the Supplier shall notify the Company's Representative and the Company of the identity of the other party, where known. The Supplier shall not without the prior written consent of the Company undertake any environmental investigations on site or commission or undertake any Remediation. The Supplier shall provide the Company with a separate record of the costs of any Remediation as soon as possible after such costs are incurred.

57.5 In the event that the Supplier commissions an environmental assessment, the Supplier shall procure that the environmental assessment includes an acknowledgement by its authors that the Company can rely on any reports, recommendations or summaries prepared in relation to the environmental assessment.

57.6 The Supplier shall provide to the Company's Representative:

(A) copies of all environment-related permissions, permits, consents, licenses, registrations and authorisations required for him to carry out the Services (for the purposes of this Clause 57.6, the "authorisations");

(B) copies of any amendments to the authorisations;

(C) notification of any revocations, suspensions, cancellations, withdrawals, adverse amendments or refusals to provide any of the authorisations; and

(D) notification of any event or circumstance that is likely to cause the revocation, suspension, cancellation, withdrawal, adverse amendment or refusal to provide any of the authorisations.

58. Sole Remedy

58.1 Without prejudice to any entitlement of the Supplier:

(A) to specific performance of any obligation under this Contract; or

(B) to injunctive relief;

the Supplier's sole remedy in relation to matters for which an express right or remedy is stated in this Contract shall be that right or remedy and the Supplier shall have no additional right or remedy arising by common law, in equity, by statute or otherwise.

58.2 Subject to:

(A) any other express right of the Company pursuant to this Contract (including without limitation pursuant to Clause 23; and

(B) the Company's right to claim, on or after termination of this Contract, the amount of its reasonable costs, losses, damages and expenses suffered or incurred by it as a result of rectifying or mitigating the effects of any breach of this Contract by the Supplier, save to the extent that the same has already been recovered by the Company pursuant to this Contract or has been taken into account to calculate any compensation payable pursuant to Clause 50.2,

the sole remedy of the Company in respect of a failure to provide the Services in accordance with this Contract shall be the operation of Schedule 12 (Supplier Performance).

58.3 Nothing in Clause 58.2 shall prevent or restrict the right of the Company to seek injunctive relief or a decree of specific performance or other discretionary remedies of the court.

58.4 The Supplier shall not be held to be failing to comply with its obligations under this Contract to the extent that such failure to comply is a result of the Company's breach of its obligations hereunder.

59. Bonds, Warranties and Guarantees

59.1 Where stated in Schedule 1, the Supplier shall at its own expense provide within five (5) Working Days of the Company's request the following:

(A) an executed bond issued by a financial institution whose long term debt obligations are rated not less than A- by Standard & Poor's and/or A3 by Moody's in the form set out in Schedule 9 in favour of the Company;

(B) an executed parent company guarantee from the ultimate holding company or other parent company of the Supplier (provided that such company's long-term debt obligations are rated not less than A- by Standard & Poor's and/or A3 by Moody's) in the form set out in Schedule 9 in favour of the Company.

59.2 The Supplier shall ensure that any bond required under Clause 59.1:

(A) provides, in aggregate, credit protection for the Company in an amount of not less than the amount specified in Schedule 1; and

(B) is renewed every twelve (12) months until the Expiry Date (or date of termination if earlier).

59.3 If at any time the existing bond and/or parent company guarantee cease(s) to meet the requirements of Clauses 59.1 and 59.2 then the Supplier shall replace such bond and/or parent company guarantee with a bond and/or parent company guarantee (as the case may be) that meets the requirements within five (5) Working Days.

59.4 If requested by the Company, the Supplier shall provide an accompanying legal opinion to the bond and/or parent company guarantee supplied under Clause 59.1 completed and signed by a qualified lawyer from the country in which the Guarantor and/or parent company is resident in the form specified by the Company.

59.5 The Company shall not be obliged to make any payment to the Supplier under the Contract unless and until the parent company guarantee and/or performance bond (as the case may be) and legal opinion (if applicable) have been provided in a form satisfactory to the Company.

59.6 If required by the Company, the Supplier shall procure that the terms of any subcontract require the Sub-Contractor, within five (5) Working Days of a written request by the Company to the Sub-Contractor, to enter into:

(A) a collateral warranty in the form set out in Schedule 11 in favour of the Company and if requested by the Company, the Supplier shall require the Sub-Contractor to provide an accompanying legal opinion completed and signed by a qualified lawyer from the country in which the Sub-Contractor is resident in the form specified by the Company; and

(B) a parent company guarantee in the form provided by the Company from the ultimate holding company of the Sub-Contractor in respect of any of the Sub-Contractor's obligations under any collateral warranty required under this Clause 59.6.

59.7 If any warranty (including any accompanying parent company guarantee) required under Clause 59.6 is not delivered to the Company in accordance with Clause 59.6 one quarter of the Service Payment relative to the Services supplied by the relevant Sub-Contractor shall be retained in assessments of the amount due and is not payable until such warranty has been delivered.

59.8 The Supplier shall be regarded as being in material breach of the Contract which is incapable of remedy in the event that any parent company guarantee and/or performance bond (as the case may be) is or becomes invalid or otherwise unenforceable.

59.9 Where the Supplier has provided the Company with a performance bond and thereafter any variation is made to the Services or Contract under Clause 18 (Variation), the Company may in its discretion require the Supplier to provide at its expense a replacement performance bond for a greater sum where such variation either alone or when aggregated with any other variations has resulted in a material increase to the value of the Contract to the Company.

PART 14: GENERAL CONDITIONS

60. **Assignment and Subcontracting**

60.1 The Supplier shall not assign, novate or subcontract any of its rights or obligations under this Contract or any part thereof without the prior written consent of the Company.

60.2 The subcontracting of all or any part of the Services to a Sub-Contractor shall not relieve the Supplier of its obligations to perform the Services under this Contract.

60.3 Subject to the provisions of this Contract, the Supplier shall be responsible as against the Company for the acts and omissions of the Supplier Parties as if they were the acts and omissions of the Supplier. The Supplier shall, as between itself and the Company, be responsible for the selection of and pricing by any Supplier Party.

[redacted]

60.5 Within five (5) Working Days of any written request by the Company to the Supplier, the Supplier shall execute a deed of novation in the form set out in Schedule 8 in favour of any person to whom this Contract is being novated.

60.6 Subject to the Company's prior written consent pursuant to Clause 60.1, where the Supplier subcontracts any or all of the Services, the Supplier shall include in each Sub-Contract (and procure that its Sub-Contractors include in each of their sub-contracts) payment terms substantially similar to those set out in Clause 21 (*Price and Payment*).

60.7 On or before the Contract Commencement Date, the Supplier shall notify the Company in writing of the name, contact details and details of the legal representatives of any Sub-Contractor, to the extent that such information has not already been provided by the Supplier to the Company. The Supplier shall also immediately provide to the Company in writing the name, contact details and details of the legal representatives of each new Sub-Contractor which the Supplier subsequently involves in the Services after the Contract Commencement Date.

60.8 The Company reserves the right to verify whether there are any grounds for excluding any Sub-Contractor under Regulation 57 of the Public Contracts Regulations 2015. Where necessary for the purposes of the Company's exercise of its right under this Clause 60.8, the Company may request that the information provided by the Supplier under this Clause 60.8 shall be accompanied by one or more European Single Procurement Document(s) (within the meaning of Regulation 59 of the Public Contracts Regulations 2015) in respect of the relevant Sub-Contractor(s). Further, the Company:

(A) shall require that the Supplier replace any Sub-Contractor in respect of which the verification has shown that there are compulsory grounds for

exclusion under Regulation 57 of the Public Contracts Regulations 2015; and

(B) may require that the Supplier replace any Sub-Contractor in respect of which the verification has shown that there are non-compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015.

60.9 The Supplier shall promptly notify the Company of any circumstances from time to time that might give rise to a right of the Company to require replacement of a Sub-Contractor pursuant to Clauses 60.8(A) or 60.8(B).

60.10 The Company shall have no obligation to make any termination or compensation payment in respect of any termination pursuant to Clauses 60.8(A) or 60.8(B).

61. Change of Control

The Supplier shall not without the prior written consent of the Company implement any Change of Control of the Supplier.

62. Costs

Except as otherwise agreed each Party shall bear its own costs incurred in connection with the negotiation, preparation and execution of this Contract.

63. Severance

63.1 Each provision of this Contract (including each provision in each of the schedules) is severable and distinct from the others. The Parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by Applicable Law. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law it shall to that extent be deemed not to form part of this Contract. The remaining provisions of this Contract shall continue in full force and effect and their validity, legality and enforceability shall not therefore be affected or impaired.

63.2 If a provision of this Contract is held to any extent to be invalid, the Parties shall as soon as reasonably practicable commence negotiations in good faith to remedy that invalidity.

64. Publicity

The text of any press release or other communication to be published by or in the media concerning the subject matter of this Contract shall require the prior written approval of the Company. No interviews concerning the same shall be given by the Supplier with the media without prior written approval from the Company of the content of such an interview.

65. Corrupt Gifts and Payments of Commission

65.1 The Supplier undertakes that it shall not and shall procure that its Sub-Contractors and suppliers shall not enter into or offer to enter into any business arrangement with any servant, employee, officer or agent of the Company other than as a representative of the Company without the Company's prior written approval.

65.2 The Supplier undertakes that it shall not, and shall use reasonable endeavours to procure that its Sub-Contractors and suppliers shall not commit any Prohibited Acts or cause the Company to commit any equivalent act.

65.3 The Company shall have the right to audit any and all records necessary to confirm compliance with this Clause 65 at any time during performance of this Contract and during the twelve (12) year period following completion of performance

65.4 Without prejudice to Clause 65.1, the Supplier shall ensure that it and any other Sub-Contractors shall:

(A) comply with all Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

(B) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct were carried out in the UK;

(C) comply with the Company's policy on fraud, theft, bribery, corruption, irregularity and waste referred to in the Anti-Bribery Policy and Environmental Management System as the Company may update from time to time ("Relevant Policy");

(D) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policy and Clause 65.4(A), and will enforce them where appropriate;

(E) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier or any Sub-Contractor in connection with the performance of this Contract of which the Supplier is, or ought reasonably to be, aware;

(F) immediately notify the Company in writing if a foreign public official becomes an officer or employee of the Supplier, and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Contract; and

(G) on 31 March annually, certify to the Company in writing signed by an officer of the Supplier compliance with this Clause 65 by the Supplier and all Sub-Contractors. The Supplier shall provide such supporting evidence of compliance as the Company may reasonably request.

66. **No Waiver**

66.1 No failure or delay on the part of either Party to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Contract are cumulative and are not exclusive of any rights or remedies provided by law.

66.2 No payment made by the Company shall indicate or be taken to indicate the Company's acceptance or approval of any part of the Services or any act or omission of the Supplier from any obligation or liability imposed upon the Supplier by any provision of this Contract or otherwise.

67. Mitigation

Both Parties shall take all reasonable steps and in the case of the Supplier act in accordance with Good Industry Practice to minimise and mitigate any loss and/or compensation for which it may make a claim against or which it may otherwise be entitled to recover from the other Party, including in the case of the Supplier by procuring (where applicable) that all Supplier Parties take all reasonable steps to mitigate and minimise such loss and/or compensation.

68. Entire Contract

This Contract embodies and sets forth the entire contract and understanding of the Parties and shall supersede all prior oral or written contracts understandings or arrangements relating to the subject matter of this Contract. Except in the case of fraud, neither Party shall be entitled to rely on any contract, understanding or arrangement which is not expressly set forth in this Contract.

69. **Other Contracts with the Company**

69.1 Except as otherwise agreed in writing by the Parties, if the Supplier or any Supplier Party has entered or enters into any other contract with the Company relating in any way to the subject matter of this Contract, no breach by the Company of such other contract nor any other act or omission nor any written or oral statement nor any representation whatsoever of or by the Company, its servants or agents or other contractors relating to or connected with any other such contract shall, regardless of any negligence on its part or their part:

(A) give the Supplier any right under this Contract to a Relief Event or an extension of time or additional payment or damages or any other relief or remedy whatsoever against the Company;

(B) affect, modify, reduce or extinguish either the obligations of the Supplier or the rights or remedies of the Company under this Contract; or

(C) be taken to amend, add to, delete, or waive any term or condition of this Contract.

70. **Dispute Resolution**

70.1 If any question, dispute, difference or claim (a "Dispute") should arise under this Contract, either Party may refer it for resolution pursuant to Schedule 13 (Dispute Resolution Procedure).

71. **Counterparts**

This Contract may be executed in several counterparts each of which shall be deemed an original and all of which shall constitute one and the same document.

72. **Partnerships and Joint Ventures**

72.1 If the Supplier is a partnership, the rights, obligations and liabilities of the partners in the partnership under this Contract are joint and several. This Contract and the liabilities of the partners under this Contract shall not automatically terminate upon the death, retirement or resignation of any one or more members of such partnership or upon the admission of additional partner or partners. The partner or partners in the partnership shall use their reasonable endeavours to procure that any additional partner or partners enter into an agreement with the Company confirming his/her acceptance of the rights, obligations and liabilities of the Supplier under this Contract.

72.2 If the Supplier comprises two (2) or more parties in joint venture, the rights, obligations and liabilities of each such party under this Contract are joint and several.

72.3 Nothing in this Contract shall constitute, or shall be deemed to constitute, a partnership between the parties. Except as expressly provided in this Contract, neither Party is deemed to be the agent of the other, and neither Party holds itself out as the agent of the other.

73. **Independent Supplier**

The Supplier is an independent supplier and is not and shall not hold itself out as, and shall procure that none of the Supplier's employees or Sub-Contractors or their employees hold themselves out as, an agent of the Company.

74. **Governing Law and Jurisdiction**

74.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

74.2 The Company and the Supplier submit, subject to the provisions of this Contract, to the exclusive jurisdiction of the courts of England and Wales provided that the Company has the right in its absolute discretion to enforce a judgement and/or to take proceedings in any other jurisdiction in which the Supplier is incorporated or in which any asset of the Supplier may be situated.

75. **Contracts (Rights of Third Parties) Act 1999**

75.1 Subject to the Replacement Employer's rights under Clause 36, no person except any member of the TfL Group may enforce this Contract by virtue of this Contracts (Rights of Third Parties) Act 1999, but this does not affect any other right or remedy of a third party arising at law.

75.2 Notwithstanding those rights referred to in Clause 75.1, the Company and the Supplier may agree to vary or rescind this Contract without the consent of any third party.

76. **Further Assurance**

76.1 Each Party agrees to do all further acts and things and execute and deliver all instruments as shall be necessary or expedient for the carrying out of the provisions of this Contract.

77. **Duty of the Supplier to notify Occasion of Tax Non-Compliance**

77.1 The Supplier shall send written notification of any Occasion of Tax Non-Compliance to the Company within five (5) Working Days from the date it becomes aware that it has committed an Occasion of Tax Non-Compliance during the performance of this Contract. The notification shall include steps being taken, if applicable, to remedy the Occasion of Tax Non-Compliance.

77.2 For the avoidance of doubt, the obligation in Clause 77.1 also applies to an Occasion of Tax Non-Compliance in non-UK jurisdictions. If the Occasion of Tax Non-Compliance occurred in non-UK jurisdictions, the notification must be accompanied by a full explanation of the Occasion of Tax Non-Compliance and any relevant tax laws and administrative provisions so the Company can understand the nature and seriousness of the Occasion of Tax Non-Compliance.

77.3 Promptly upon a request by the Company, the Supplier shall supply to the Company a certificate signed by two (2) of its directors or senior officers on its behalf certifying that no Occasion of Tax Non-Compliance is continuing, or if an Occasion of Tax Non-Compliance is continuing, specifying the Occasion of

Tax Non-Compliance and the steps, if applicable, taken to remedy it. This should include any mitigating factors that the Supplier considers relevant.

77.4 In exercising its rights or remedies under this Clause 77 or Clause 49, the Company shall:

(A) act in a reasonable and proportionate manner taking into account, among other things:

(1) the gravity and duration of the Occasion of Tax Non-Compliance and any sanctions imposed by a court or tribunal; and

(2) any remedial action taken by the Supplier to prevent reoccurrence of the Occasion of Tax Compliance;

(B) seriously consider, where appropriate, action other than termination of this Contract to deal with the failure of the Supplier to comply with this Clause 77.

78. Capacity

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

79. Amendments

79.1 Any amendments to this Contract, other than those made in accordance with Clause 18, shall be effective only if made by agreement in writing between the Company and the Supplier's Representative, or those persons duly appointed by either Party to act on behalf of the Company and the Supplier's Representative in accordance with Clause 13.

80. Notices and Service of Process

80.1 Any notice or other document given under, or in connection with, this Contract must be in English and in writing and sent by letter or fax or delivered by hand to the other Party's representatives in each case to the address below. The notice or other document will be effective as follows:

(A) if the notice or other document is sent by letter, it will be effective when it is delivered;

(B) if the notice is sent by electronic mail, it will be effective five (5) working hours (where "working hours" are 09:00 to 17:00 in a Working Day) following the time when the sender's electronic mail system dispatches the electronic mail provided that the correct email address as set out in Schedule 1 is used. The place of delivery of electronic mail will be deemed to be the postal address nominated by the recipient in Schedule 1;

(C) if the notice or other document is sent by fax, it will be effective when it has been transmitted and the transmission report from the fax machine states that the entire fax has been sent successfully; and

(D) if the notice or other document is delivered by hand to the other Party's representative, it will be effective immediately upon delivery.

The address and fax numbers of the Company and the Supplier are set out in Schedule 1.

If a Party's details change, it must notify the other Party promptly in writing of any such changes. The Parties agree that proceedings arising out of or in connection with this Contract may be served in accordance with this Clause 80.1.

PART 15: TRANSPORT FOR LONDON GROUP REQUIREMENTS

81. **Transport for London Group**

81.1 **Declaration of Ineffectiveness and Public Procurement Termination Event**

(A) Without prejudice to the Company's right to terminate this Contract under Clause 48.1, 49, or at common law, the Company may terminate this Contract at any time in accordance with the provisions of this Clause 81.1 in the event that:

(1) there is a Declaration of Ineffectiveness; or

(2) a Public Procurement Termination Event occurs (without prejudice to the Company's rights of termination implied into this Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or by Regulation 89(3) of the Utilities Contracts Regulations 2016). .

(B) In the event that any court makes a Declaration of Ineffectiveness or a Public Procurement Termination Event occurs, the Company shall notify the Supplier. The Parties agree that the provisions of this Clause 81.1 shall apply as from the date of receipt by the Supplier of the notification of a Declaration of Ineffectiveness or a Public Procurement Termination Event. Where there is any conflict or discrepancy between the provisions of Clause 48.1 and this Clause 81.1 or the Cessation Plan, the provisions of this Clause 81.1 and the Cessation Plan shall prevail.

(C) The Declaration of Ineffectiveness or the Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or which shall accrue to either Party prior to or after such Declaration of Ineffectiveness or the Public Procurement Termination Event.

(D) As from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness or the Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Company shall reasonably determine an appropriate Cessation Plan with the object of achieving:

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

(2) minimal disruption or inconvenience to the Company or to public passenger transport services or facilities, in accordance with the provisions of this Clause 81.1 and to give effect to the terms of the Declaration of Ineffectiveness or the Public Procurement Termination Event.

(E) Upon agreement, or determination by the Company of the Cessation Plan the Parties shall comply with their respective obligations under the Cessation Plan.

(F) The Company shall pay the Supplier's reasonable costs in assisting the Company 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 Company. Provided that the Company shall not be liable to the Supplier for any loss of profit, revenue goodwill or loss of opportunity as a result of the early termination of this Contract in accordance with this Clause 81.1.

81.2 **Crime and Disorder Act 1998**

The Supplier acknowledges that the Company is under a duty under Section 17 of the Crime and Disorder Act 1998 (as amended by the Police and Justice Act 2006 and the Policing and Crime Act 2009) to:

(A) have due regard to the impact of crime, disorder and community safety in the exercise of its duties;

(B) where appropriate, identify actions to reduce levels of crime and disorder; and

(C) without prejudice to any other obligation imposed on the Company, exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, in its area:

(1) crime and disorder (including anti-social and other behaviour adversely affecting the local environment);

(2) the misuse of drugs, alcohol and other substances; and

(3) re-offending,

and in the performance of this Contract, the Supplier shall assist and co-operate with the Company and relevant members of the TfL Group and shall use reasonable endeavours to procure that its Sub-Contractors assist and co-operate, with the Company and relevant members of the TfL Group to enable the Company to satisfy its duty.

81.3 **The Company's business**

The Supplier acknowledges that it:

(A) has sufficient information about the Company and the Services;

(B) is aware of the Company's processes and business;

(C) has made all appropriate and necessary enquiries to enable it to carry out the Services in accordance with this Contract;

(D) is aware of the purposes for which the Services are required; and

(E) shall neither be entitled to any additional payment nor excused from any obligation or liability under this Contract due to any misinterpretation or misunderstanding by it of any fact relating to the Services.

81.4 **Best value**

The Supplier acknowledges that the Company is a best value authority for the purposes of the Local Government Act 1999 and as such the Company is required to make arrangements to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness. The Supplier shall assist the Company to discharge its duty where possible, and in doing so, shall carry out any review of Services reasonably requested by the Company from time to time. The Supplier shall negotiate in good faith (acting reasonably) with the Company any changes to this Contract in order for the Company to achieve best value.

81.5 **Conflict of Interest**

(A) The Supplier acknowledges and agrees that it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the carrying out of the Services or with any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the Company.

(B) The Supplier shall undertake ongoing and regular checks for any conflict of interest throughout the duration of this Contract and in any event not less than once in every six (6) months and shall notify the Company in writing immediately on becoming aware of any actual or potential conflict of interest with the carrying out of the Services under this Contract or with any member of the TfL Group and shall work with the Company to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Company's satisfaction, provided that, where the Company is not so satisfied (in its absolute discretion) it shall be entitled to terminate this Contract.

81.6 **Equality and Diversity**

(A) Without limiting the generality of any other provision of this Contract, the Supplier:

(1) shall not unlawfully discriminate;

(2) shall procure that its employees and agents do not unlawfully discriminate; and

(3) shall use reasonable endeavours to procure that its Sub-Contractors do not unlawfully discriminate when providing the Services,