



Contract Reference Number: **LT-C-18-137**

**Contract for Services**

**between**

**Tramtrack Croydon Limited (London Trams)**

**and**

**HANNING & KAHL GmbH & Co. KG**

**Version: Generic April 2017**

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THIS CONTRACT is made the 26 day of

September 2018

**BETWEEN:**

- (1) Tramtrack Croydon Limited, herewithin known as London Trams, a company registered in England and Wales Company Registration Number 03092613 whose registered office is at 55 Broadway, Westminster, London SW1H 0BD ("the Authority"); and
- (2) HANNING & KAHL GmbH & Co. KG, a company registered in Germany (Company Registration Number District of Lemgo HRA 3262) whose registered office is at Rudolf-Diesel-Straße 6. 33813 Oerlinghausen, Germany ("**the Service Provider**").

**RECITALS:**

- A. The scope of supply includes the supply of new repairable and overhauled components. In addition to the supply of technical support services and training to London Trams.
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

**THE PARTIES AGREE THAT:**

**1. Definitions and Interpretation**

In the Contract (including the Recitals):

- 1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

**"Affected Party"** has the meaning given to it in Clause 26.3;

**"Authority Assets"** means any assets (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the Authority Group;

**"Authority Group"** shall mean where the Authority is:

- (a) TfL, TfL in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the

Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to TfL or any such subsidiary; and

- (b) the Greater London Authority (GLA), the GLA, TfL, the Mayor’s Office for Policing and Crime, the London Fire Commissioner, London Legacy Development Corporation and the Old Oak and Park Royal Development Corporation (**“Functional Bodies”**) each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to the GLA, any Functional Body or any such subsidiary;

**“Authority Premises”**

any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group;

**“Business Day”**

any day excluding Saturdays, Sundays or public or bank holidays in England;

**“Cessation Plan”**

a plan agreed between the Parties or determined by the Authority pursuant to Clauses 28.1 to 28.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 28.6 to 28.10 (inclusive) to give effect to a Public Procurement Termination Event;

**“Charges”**

the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 26.6 or Clause 31;

**“Confidential Information”**

all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to

the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);

**“Contract”** this contract, including the Schedules and all other documents referred to in this contract;

**“Contract Commencement Date”** the date for commencement of the Contract specified in Schedule 1;

**“Contract Information”** (i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;

**“Contract Manager”** the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;

**“Data Protection Legislation”** means:

(a) any legislation in force from time to time in the United Kingdom which implements the European Community’s Directive 95/46/EC and Directive 2002/58/EC, including but not limited to the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;

(b) from 25 May 2018 only, the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data (the **"General Data Protection Regulation"**);

(c) any other legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data; and

(d) any statutory codes of practice