



Contract Reference Number: GLA 80686
Outline Agreement Number

Date: 29.07.2016

Contract for Services

between

Greater London Authority

and

OCS Group UK Limited

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THIS CONTRACT is made the 29th day of July 2016

BETWEEN:

- (1) The Greater London Authority, of City Hall, Queen's Walk, London, SE1 2AA ("**the Authority**"); and
- (2) OCS Group UK Limited, a company registered in England and Wales (Company Registration Number 3056469) whose registered office is at Tilgate Forest Business Park, Brighton Road, Crawley, West Sussex, RH11 9BP ("**the Service Provider**").

RECITALS:

- A. 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.
- B. 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:

"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

the Greater London Authority (GLA), the GLA, TfL, the Mayor's Office for Policing and Crime and the London Fire and Emergency Planning Authority and London Legacy 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;

"Approved Property"

Materials approved by the Authority, which will be used by the Service Provider throughout the Contract, including Materials brought as part of the Capital Investment;

"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;

"Cafes"

means the Cafes at City Hall, Queen's Walk, London, SE1 2AA and Trafalgar Square, London;

"Café Prices"

Means the prices charged by the Service Provider to the customers of the Cafes which shall be a fair reflection of seasonal material costs, operating cost recovery, profits and customer demand;

"Capital Investment"

Means investment provided by the Service Provider to the sum of £500,000 which will be used to undertake refurbishment works at the Cafes, replacement of Materials, and/or purchase of new Materials at the Cafes;

"Capital Expenditure Reclaim"

Means the process of how Capital Investment is reclaimed, should the Authority terminate the Contract as set out in Schedule 2;

"Cash Handling at Trafalgar Square"

Means the Authority operates a 'pay-to-enter' system on the toilets at Trafalgar Square, charging a fee of twenty pence per

visit per customer. The Service Provider will operate a cash handling and banking system for the cash collected within the toilet gates and will reimburse the Authority for any monies collected on their behalf. Payment shall be made to the Authority via a bank transfer, on a monthly basis;

“Cessation Plan”

a plan agreed between the Parties or determined by the Authority pursuant to Clause 28 to give effect to a Declaration of Ineffectiveness;

“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 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;

“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Commercial Operation Costs”	the costs incurred by the Service Provider as a result of supporting the commercial operation of both Cafes throughout the Initial Term and Extension Term of the Contract;
“Contract Year”	means any 12 month period commencing on the annual Contract Commencement Date;
“Declaration of Ineffectiveness”	a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015;
“Domain Names”	Means www.londonslivingroom.co.uk and www.cafeonthesquare.co.uk ;
“External Hospitality”	External events held by third parties at the Authority’s Premises. The Service Provider will be responsible for the management of these events. The Authority is not liable for any of the external hospitality costs
“Force Majeure Event”	Means any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event (“ Affected Party ”) to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;
“Holding Company”	any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;

“Hospitality and Tea Point Service Charges”

means the Service Provider shall provide the Authority with Internal Hospitality and tea-point services at the Authority Premises;

“Insolvency Event”

any of the following:

- (a) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;
- (c) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (d) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (e) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (f) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”	any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;
“Internal Hospitality”	any hospitality that is provided by the Service Provider to the Authority, which the Authority will be charged for as set out in Schedule 4;
“Initial Term”	As set out in Schedule 1;
“Key Personnel”	the Service Provider’s key personnel named in Schedule 1;
“Legislative Changes”	means any applicable secondary legislation, regulations, directives, statutory guidance codes of practice, European Union guidance which came into force after the Contract Commencement Date;
“Losses”	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
“Materials”	As defined in clause 14.1.2
“Parties”	the Authority and the Service Provider (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;
“Policy Changes”	All applicable changes in the Authority’s formal published policy which come into force after the Contract Commencement

	Date;
“Procurement Manager”	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
“Profit”	means the financial benefit realised by the Service Provider when the amount of revenue gained from the business activity exceeds all the expenses and, operating costs incurred in the provision of the Services;
“Profit Share”	means a 50:50 share of the Service Provider’s Profits between the Service Provider and the Authority, in each Contract Year that the Service Provider’s net profits exceeds £35000;
“Review Meeting”	means the quarterly meetings held between the Parties as further described in Schedule 2 and 3;
“Royalty Payment”	means payments by the Service Provider to the Authority to the amount of 12.5% on all External Hospitality revenue from Contract Year 3 of the Initial Term, regardless of the Service Provider’s revenue. This does not include revenue the Service Provider obtains from room hire at the Authority Premises;
“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;
“Service Provider Equipment”	the equipment and Materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
“Service Provider’s Personnel”	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;

- “Services”**
- (a) subject to Clause 26.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 31; and
 - (b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;
- “Specification”**
- the specification and other requirements set out in Schedule 3;
- “TfL”**
- Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
- “Transparency Commitment”**
- means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Authority is committed to publishing its contracts, tender documents and data from invoices received;
- “Uplift Mechanism”**
- means a mechanism by which the Service Provider shall obtain prior written approval from the Authority to review the Café Prices by the Authority commencing from year 2 of the Initial Term, as set out in Schedule 2 of the Special Terms and Conditions; and
- “VAT”**
- means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.
- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments

or orders made pursuant to it whether replaced before or after the date of execution of the Contract;

- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
 - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
 - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;
- 1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.10 the words "including", "includes" and "included" will be construed without limitation unless inconsistent with the context.

2. Commencement and Duration

- 2.1 The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 (Initial Term) when it shall terminate automatically without notice unless terminated before the end of the Initial Term in accordance with Clause 26 or extended in accordance with clause 2.2.
- 2.2 The Authority may extend the Contract for one or more periods for a total of 5 years (**Extended Term**) by giving the Service Provider no less than 3 months notice in writing before the end of the Initial Term (or relevant Extended Term). The Contract shall terminate automatically without notice at the end of the relevant Extended

Term unless terminated earlier in accordance with Clause 26. Any Extended Term must be agreed in advance by the Parties in writing.

3. The Services

3.1 The Service Provider:

- 3.1.1** shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;
- 3.1.2** acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;
- 3.1.3** shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and
- 3.1.4** shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.

3.2 Notwithstanding anything to the contrary in the Contract, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;

3.3 The Service Provider shall provide the Services:

- 3.3.1** with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
- 3.3.2** in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification; and
- 3.3.3** in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner.
- 3.3.4** so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.

3.4 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to contract, the Service Provider shall contract with such other member(s) of the Authority

Group as on the terms of this Contract with only the necessary changes of Parties' details being made.

3.5 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.

3.6 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.

4. Charges

4.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract. The Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.

4.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.

4.3 All Charges exclude any VAT which may be chargeable and which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

4.4 In the event of any Legislative or Policy Changes that potentially affect this Contract and/or has an impact on the Service Providers operation of the Service Provider, the Service Provider shall notify the Authority and the Parties will discuss any impact on the Contract at a subsequent Review Meeting and agree any proposed variation (as applicable) subject to Clause 31. The Service Provider shall use all reasonable endeavours to notify the Authority as soon as it becomes aware of any Legislative Changes which potentially affects this Contract.

5. Payment Procedures and Approvals

5.1 The Service Provider shall invoice the Authority in respect of the Charges, Capital Expenditure and the Domain Name (if applicable) owed by the Authority in accordance with Schedules

2, 4, 7 and 8, and shall not make any separate charge for submitting any invoice.

- 5.2 The Service Provider shall provide to the Authority;
- 5.2.1 quarterly financial reconciliations of their Profit Share, and Royalty Payments due to the Authority in accordance with Schedule 5, and shall be presented at the Review Meetings; and
- 5.2.2 quarterly Profit Share forecasts which shall be presented at the Review Meetings.
- 5.3 Subject to Clause 5.4, in the event there is insufficient Profit Share in any Contract Year to fund the Sales and Marketing role as set out in Schedule 5, the Service Provider shall invoice the Authority at the end of the financial year for the agreed 50% share of the Sales and Marketing role.
- 5.4 Subject to Clause 5.3, if there is additional Profit Share in a Contract Year after deduction of the Authority's 50% contribution to the Sales and Marketing role, the Authority shall have the option to: a) invoice the Service Provider requesting payment of the outstanding Profit Share at the end of the financial year or b) to agree that the Service Provider shall retain the balance of the declared Profit Share to invest into the Contract, as set out in schedule 5.
- 5.5 The Authority shall invoice the Service Provider from the Contract Year three for the Royalty Payments, at the end of the relevant financial year.
- 5.6 The Service Provider shall submit invoices to the postal address set out in Schedule 1 or, where an electronic format for submission of invoices is set out in Schedule 1, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Contract Reference Number, Purchase Order number, Service Provider's name and address, a separate calculation of VAT and a brief description of the Services provided.
- 5.7 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.
- 5.8 If the Authority considers that the Charges, Capital Expenditure and/or Profit Share and the Royalty Payment claimed by the Service Provider in any invoice have:
- 5.8.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and

payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;

5.8.2 not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.

5.9 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:

5.9.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or of any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or

5.9.2 prevent the Authority from recovering any amount overpaid or wrongfully paid, including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 17, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt

5.10 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.

5.11 Interest shall accrue at the interest rate of two percent (2%) above the base rate of HSBC Bank plc from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

6. Warranties and Obligations

6.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:

6.1.1 the Service Provider:

6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require the consent of its holding company as defined in section 1159 of the Companies Act 2006) to enter into and to perform the Contract; and

6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

6.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;

6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;

6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and

6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.

6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

7. Operational Management

7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract and the Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under

the Contract, unless otherwise notified by the Authority save in respect of issues relating to variations to the Contract, any matter concerning the terms of the Contract and any financial matter (including the issues in Schedule 4 5,6 and 7) which shall be referred to the Procurement Manager.

- 7.2 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.

8. Service Provider's Personnel

- 8.1 Further to clause A1 of Schedule 2, the Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended does apply on the Contract Commencement Date or the expiry or termination of this Contract.
- 8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.
- 8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.
- 8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to such Service Provider's Personnel to any Authority Premises if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or who could be a danger to any person and shall notify the Service Provider of such denial in writing; the Service Provider shall immediately remove such Service Provider's Personnel from performing the Services and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).
- 8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as

Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.

- 8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which both the Authority or other member of the Authority Group incur or suffer, whenever such Losses may arise or be brought by the Service Provider's Personnel or any person who may allege to be the same.
- 8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

9. Sub-Contracting and Change of Ownership

- 9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority identifying the relevant sub-contractor which may be refused or granted consent subject to such conditions as the Authority sees fit.
- 9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
- 9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;
 - 9.2.2 be responsible for payments to that person;
 - 9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;
 - 9.2.4 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor; and
 - 9.2.5 where the GLA is the Authority include a term in each sub-contract requiring payment to be made by the Service Provider

to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements.

- 9.3 The Service Provider shall give notice to the Authority within 10 Business Days where :
- 9.3.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and
 - 9.3.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company, and
 - 9.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 9.3.1 – 9.3.3 above, the Authority shall have the right to terminate the Contract.

10. Conflict of Interest

- 10.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Authority Group, save to the extent fully disclosed to and approved by the Authority.
- 10.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with the Authority 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 Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 26.1.4.

11. Access to Premises and Assets

- 11.1 Subject to Clause 8.4 any access to either of both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided. For the avoidance of doubt, that the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:
- 11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;
 - 11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;
 - 11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;
 - 11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;
 - 11.1.5 not damage the Authority's Premises or any assets on Authority's Premises; and
 - 11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority's Assets used by the Service Provider or the Service Provider's Personnel in the performance of the Services.
- 11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.
- 11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

12. Compliance with Policies and Law

12.1 The Service Provider, at no additional cost to the Authority:

- 12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority, the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time; and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct, which is available on TfL's website www.tfl.gov.uk), and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at the Authority's Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;
- 12.1.2 shall provide the Services in compliance and ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either of both of the Service Provider's or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;
- 12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 12.1.4 acknowledges that the Authority has a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "Relevant Protected Characteristic") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the

Service Provider shall assist and cooperate with the Authority where possible in satisfying this duty;

12.1.5 acknowledges that where the Authority is the GLA, the GLA has a duty under section 404(2) of the Greater London Authority Act 1999, and where the Authority is TfL, TfL is under a duty by virtue of a direction under section 155 of the Greater London Authority Act 1999 in respect of section 404(2) of that Act to have due regard to the need to:

12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

12.1.5.2 eliminate unlawful discrimination; and

12.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation,

and in providing the Services, the Service Provider shall assist and co-operate with the Authority where possible to enable the Authority to satisfy its duty;

12.1.6 Where the GLA is the Authority the Service Provider shall:

12.1.7.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties referred to in Clauses 12.1.4. - 12.1.5 as are relevant to the Contract and the Service Provider's activities;

12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. - 12.1.5;

12.1.6.3 assist, and consult and liaise with the Authority, with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4. - 12.1.5;

12.1.6.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Condition 12.1.6 as if the sub-contractor were in the position of the Service Provider;

12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service

Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and co-operate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and

- 12.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.
- 12.1.7 without prejudice to any other provision of this Clause 12.1 or the Schedules, where TfL is the Authority shall comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.7, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;
- 12.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;
- 12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 12.1 shall be borne by the Service Provider.

- 12.2 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:
 - 12.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
 - 12.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;
 - 12.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and

- 12.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

Work Related Road Risk

- 12.3 For the purposes of Clauses 12.4 to 12.14 (inclusive) of this Contract, the following expressions shall have the following meanings:

“Approved Driver Training”	the Safe Urban Driving course as accredited by the Joint Approvals Unit for Periodic Training details of which can be found at: www.fors-online.org.uk
“Bronze Accreditation”	the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Car-derived Vans”	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of either or both goods or equipment;
“Class VI Mirror”	a mirror that allows the driver to see what is immediately in front of the vehicle and that complies with Directive 2003/97/EC;
“Close Proximity Sensor”	a device consisting of a sensor system that detects objects in a vehicle's blind spot and alerts the driver via either of both in-cab visual or audio stimuli and which alerts other road users to the planned movement of the vehicle when the vehicle's indicators are engaged;
“Collision Report”	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
“Driver”	any employee of the Service Provider (including an agency driver), who operates Freight Vehicles on behalf of the Service Provider while delivering the Services;

“DVLA”	Driver and Vehicle Licensing Agency;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It is free to join and offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk
“Freight Vehicle”	a Lorry, a Van or a Car-derived Van;
“Fresnel Lens”	a clear thin plastic lens that is press fitted to a lorry window on the passenger side and that allows the driver to see that which is in the vehicle’s blind spot;
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Lorry”	a vehicle with an MAM exceeding 3,500 kilograms;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
“Side Guards”	guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
“Silver Accreditation”	the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at:

www.fors-online.org.uk

“Van” a vehicle with a MAM not exceeding 3,500 kilograms.

Fleet Operator Recognition Scheme Accreditation

12.4 Where the Service Provider operates Freight Vehicles, it shall within 90 days of the Contract Commencement Date:

12.4.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the “Alternative Scheme”); and

12.4.2 (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme;

provided always that where the Authority is not TfL or a subsidiary thereof, this Clause 12.4 and Clauses 12.5 and 12.6 shall only apply where the Service Provider uses Freight Vehicles to provide the Services.

12.5 The Service Provider shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Service Provider has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

12.6 The Service Provider shall ensure that those of its sub-contractors who operate Freight Vehicles shall comply with clauses 12.4 and 12.5 as if they applied directly to the sub-contractor.

Safety Equipment on Vehicles

12.7 The Service Provider shall ensure that every Lorry, which it uses to provide the Services, shall:

12.7.1 have Side Guards, unless the Service Provider can demonstrate to the reasonable satisfaction of the Authority that the vehicle will not perform the function for which it was built if Side Guards are fitted;

12.7.2 have a close proximity warning system fitted comprising:

- 12.7.2.1 a front-mounted, rear-facing CCTV camera with in-cab live feed from the said camera or a Fresnel Lens where the Fresnel Lens provides a reliable alternative to the CCTV camera and where the Service Provider has obtained the Authority's approval to use the Fresnel Lens, which approval the Authority may withhold in its unfettered discretion; and
 - 12.7.2.2 a Close Proximity Sensor.
 - 12.7.2.3 have a Class VI Mirror; and
 - 12.7.2.4 bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- 12.8 The Service Provider shall ensure that every Van, which it uses to provide the Services, shall bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.

Driver Licence Checks

- 12.9 The Service Provider shall ensure that each of its Drivers has a driving licence check with the DVLA or such equivalent authority before that Driver commences delivery of the Services and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licenses only), or the Service Provider's risk scale, provided that the Service Provider's risk scale has been approved in writing by the Authority within the last 12 months:
- 12.9.1 0 – 3 points on the driving licence – annual checks;
 - 12.9.2 4 – 8 points on the driving licence – six monthly checks;
 - 12.9.3 9 – 11 points on the driving licence – quarterly checks; or
 - 12.9.4 12 or more points on the driving licence – monthly checks,
- provided always that where the Authority is not TfL or a subsidiary thereof this Clause 12.9 and Clause 12.10 shall only apply where the Drivers are engaged in the provision of Services.

Driver Training

- 12.10 The Service Provider shall ensure that each of its Drivers who has not undertaken:

12.10.1 Approved Driver Training (or training, which in the reasonable opinion of the Authority, is an acceptable substitute) in the last three years, undertakes Approved Driver Training or the said substitute training within 60 days of the commencement of this Contract; and

12.10.2 a FORS e-learning safety module in the last 12 months, undertakes a FORS e-learning safety module (or e-learning, which in the reasonable opinion of the Authority, is an acceptable substitute).

Collision Reporting

12.11 Within 15 days of the Commencement Date, the Service Provider shall provide to the Authority a Collision Report. The Service Provider shall provide to the Authority an updated Collision Report on a quarterly basis and within five working days of a written request from the Authority.

FORS Reports

12.12 Within 30 days of its achieving Bronze Accreditation or equivalent within the Alternative Scheme, the Service Provider shall make a written report to the Authority at fors@tfl.gov.uk detailing its compliance with clauses 12.7, 12.8, 12.9 and 12.10 of this Contract (the "Safety, Licensing and Training Report"). The Service Provider shall provide updates of the Safety, Licensing and Training Report to the Authority at fors@tfl.gov.uk on each three month anniversary of its submission of the initial Safety, Licensing and Training Report.

Obligations of the Service Provider Regarding Subcontractors

12.13 The Service Provider shall ensure that each of its subcontractors that operates the following vehicles shall comply with the corresponding provisions of this Contract as if those subcontractors were a party to this Contract:

12.13.1 For Lorries – clauses 12.7, 12.9, 12.10 and 12.11; and

12.13.2 For Vans – clauses 12.8, 12.9, 12.10 and 12.11.

Failure to Comply with Freight-related Obligations

12.14 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with clauses 12.4, 12.5, 12.6, 12.7, 12.9, 12.10, 12.11, 12.12 and 12.13:

12.14.1 the Service Provider has committed a material breach of this Contract; and

12.14.2 the Authority may refuse the Service Provider, its employees, agents and Freight Vehicles entry onto any property that is owned, occupied or managed by the Authority for any purpose (including but not limited to deliveries).

13. Corrupt Gifts and Payment of Commission

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of any member of the Authority Group nor favour any employee, officer or agent of any member of the Authority Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of any member of the Authority Group other than as a representative of the Authority, without the Authority's prior written approval.

14. Equipment

14.1 Risk in:

14.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and

14.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Authority) (“**Materials**”) shall be with the Service Provider at all times until completion of the Services in accordance with the Contract,

regardless of whether or not the Service Provider Equipment and Materials are located at Authority Premises.

14.2 The Service Provider shall ensure that all Service Provider Equipment and all Materials meet all minimum safety standards required from time to time by law.

14.3 The Service Provider shall maintain a Materials inventory (as set out in Schedule 3) during the Initial Term and any subsequent Optional Extensions. The Service Provider shall provide an updated inventory to the Authority on the anniversary of the Contract Commencement Date.

15. Quality and Best Value

15.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority 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) 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 and may recover such amount as a debt.

18. Indemnity

- 18.1 Subject to Clause 18.2, 18.3 and 18.4, 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 Subject to Clause 18.1, nothing in this Contract shall limit or exclude the Service Provider’s liability for:

18.2.1 death or personal injury caused by its negligence or the negligence of its personnel, agents or subcontractors;

18.2.2 fraud or fraud misrepresentation: or

18.2.3 any other liability which cannot be limited or excluded by applicable law.

18.3 Subject to clause 18.1, 18.2 and 18.4, the Service Provider’s total liability to the Authority in relation to Clause 18.1 and whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Contract shall be limited to £25 million per event.

18.4 Subject to clause 18.1, 18.2 and 18.4, the Service Provider’s total liability for property damage is limited to £50 million per event.

18.5 The rights of the Service Provider under this Contract are in addition to, and not exclusive of, any rights or remedies provided by the common law.

18.6 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 contain an indemnity to principle 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 and other Materials 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 trademarks, 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.
- 21.5 In relation to Domain Names, the Service Provider shall comply with the requirements of Schedule 2 (Special Terms and Conditions).

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.
- 26.7 If the Authority commits a breach of this Contract (excluding any breach in relation to payment), which can not be remedied, the

Service Provider shall be entitled to serve notice on the Authority specifying the breach and requiring it to remedy the breach with 30 Business Days (or such other period as agreed between the parties). If the Authority does not remedy the breach within 30 days (or such other period as agreed between the parties (except in relation to payment) in accordance with this notice the Service Provider may terminate this Contract with immediate effect by written notice to the Authority.

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 2. 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.

- 27.3.3 The Service Provider shall assign all title and ownership of the Equipment including warranties to 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 for a period of 6 months following termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.
- 27.5 In the event that this Contract is terminated in accordance with Clause 26.4 or 26.5 during the Initial Term, the remaining Capital Expenditure will be paid to the Service Provider in accordance with Schedule 2.
- 27.6 In the event that the Contract is terminated in accordance with Clause 26.1, during the Initial Term, the remaining Capital Expenditure will be paid to the Service Provider in accordance with Schedule 2, subject to any costs the Authority incurs.
- 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**

31.1 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 9 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

31.2 The Authority agrees to provide the Service Provider with no less than ninety days notice in writing if the Authority requires a material change to the Contract

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.

THE CONTRACT has been signed for and on behalf of the Parties the day and year written above.

Signed by
for and on behalf of
The Authority

)
)
)

Signature

Print name and position

Date: 29-07-16

Signed by
for and on behalf of
the **Service Provider**

)
)
)

Signature

Print name and position

Date: 28-07-16

SCHEDULE 1 - KEY CONTRACT INFORMATION

1. **Contract Reference Number:** GLA 80686
2. **Name of Service Provider:** OCS Group UK Ltd
3. **Commencement:**
 - (a) **Contract Commencement Date:** 1st August 2016
 - (b) **Service Commencement Date:** 1st August 2016
4. **Duration/Expiry Date:**

Initial Term: The Contract will be for an initial period of 6 years from 1 August 2016 and will expire on the 31 July 2022 (unless terminated or extended in accordance with Clause 2 of the Terms and Conditions)

Extended Term: As detailed in the table below any options exercised to extend the Contract beyond the Initial Term will be at the sole discretion of the Authority. The total Extended Term will be up to a total of five years which is likely to be broken down into three terms; two years, plus two years and one final year (2+2+1). Prior to any extensions being granted, the Authority will notify the Service Provider in writing in advance of agreeing any extensions.

	Year 7 & 8	Year 9 & 10	Year 11
End Date	31/07/2024	31/07/2026	31/07/2027

5. **Payment (see Clauses 5.1, 5.2 and 5.4):**
6. **Address where invoices shall be sent:**
Alexander Fleming
City Hall, The Queens Walk London SE1 2AA

Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider:
N/A
7. **Time for payment where not 30 days (see Clause 5.4):**
8. **Details of the Authority's Contract Manager**

Name: Alexander Fleming
Address: City Hall, The Queens Walk, More London, London, SE1 2AA

Tel: 020 7983 4211

Email: alexander.fleming@london.gov.uk

9. Details of the Authority's Procurement Manager

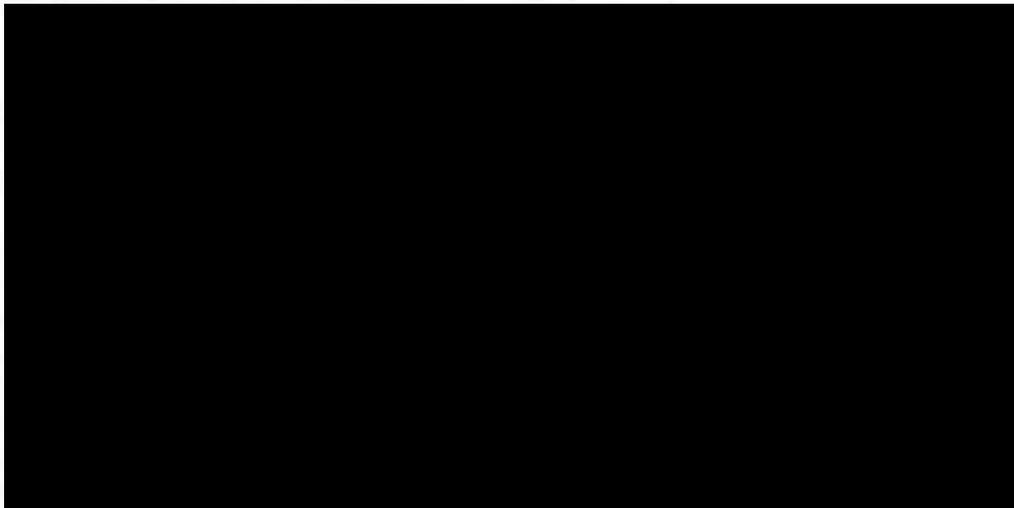
Name: Fiona Brand - Louge – Commercial Manager

Address: 42 – 50 Windsor House, Victoria Street, London, SW1H
0TL

Tel: 020 3054 7390

Email: FionaBrandLogue@tfl.gov.uk

10. Service Provider's Key Personnel:



11. Notice period in accordance with Clause 26.4 (termination without cause):
90 days

12. Office facilities to be provided to the Service Provider in accordance with Clause 11.3 and section 5.2 of the Specification (Schedule 3).

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

- A. Transfer of employees on expiry or termination
- A21.1 The Service Provider will promptly provide (and procure that its Sub-Contractors provide) when requested by the Authority (but not more than *twice* in any 12 month period) and not more than 7 days after the date of any notice to terminate this Contract given by either Party, the following information to the Authority:
- A21.1.1 an anonymised list of current Service Provider's Personnel and employees and workers of its Sub-Contractors engaged in the provision of the Services (each identified as such in the list) (the "Staff List");
- A21.1.2 such of the information specified in Appendix 1 to this **Clause A21** as is requested by the Authority in respect of each individual included on the Staff List;
- A21.1.3 in the situation where notice to terminate this Contract has been given, a list of all persons who are engaged or have been engaged during the preceding six months in the provision of the Services, whom the Service Provider considers will not transfer under TUPE for any reason whatsoever together with details of their role and a full explanation of why the Service Provider thinks such persons will not transfer,
- such information together being the "**Staffing Information**".
- A21.2 The Service Provider will notify the Authority as soon as practicable and in any event within 5 days of the Service Provider becoming aware of any additional or new Staffing Information and/or any changes to any Staffing Information already provided.
- A21.3 The Service Provider warrants to the Authority that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.
- A21.4 Subject to **Clause A21.5**, the Service Provider will provide the Authority with a final Staff List (the "**Final Staff List**") and Staffing Information relating to persons on that list not less than 28 days before the Further Transfer Date.

- A21.5 If the Contract is terminated by either Party in accordance with **Clause 26.1** or by the Authority in accordance with **Clause 26.1, 26.2 or 26.5** then the Final Staff List will be provided by the Service Provider to the Authority as soon as practicable and no later than 14 days after the date of termination of the Contract.
- A21.6 The Service Provider warrants that as at the Further Transfer Date:
- A21.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;
 - A21.6.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and
 - A21.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority.
- A21.7 During the Relevant Period the Service Provider will not and will procure that its Sub-contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
- A21.7.3 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);
 - A21.7.4 deploy or assign any other person to perform the Services who is not included on the most recent Staff List;
 - A21.7.5 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel;
 - A21.7.6 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel; or
 - A21.7.7 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable

to any person listed on the most recent Staff List or any Re-Transferring Personnel.

- A21.8 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the period referred to in **Clause A21.7** regardless of when such notice takes effect.
- A21.9 The Service Provider agrees that the Authority will be permitted to disclose any information provided to it under this **Clause A21** in anonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any third party engaged by the Authority to review the delivery of the Services and to any Replacement Service Provider.
- A21.10 If TUPE applies on the expiry or termination of the Contract or the appointment of a Replacement Service Provider, the following will apply:
- A21.10.1 The contracts of employment of each member of the Re-Transferring Personnel will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Service Provider (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).
- A21.10.2 During the Relevant Period the Service Provider will:
- A21.10.2.1 provide the Authority or Replacement Service Provider (as appropriate) with access to such employment and payroll records as the Authority or Replacement Service Provider (as appropriate) may require to put in place the administrative arrangements for the transfer of the contracts of employment of the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);
- A21.10.2.2 allow the Authority or Replacement Service Provider (as appropriate) to

have copies of any of those employment and payroll records;

A21.10.2.3 provide all original employment records relating to the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate); and

A21.10.2.4 co-operate with the Authority and any Replacement Service Provider in the orderly management of the transfer of employment of the Re-Transferring Personnel.

If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Service Provider will procure such Sub-Contractors provide the Authority or Replacement Service Provider (as appropriate) with the same level of access, information and cooperation.

A21.10.3 The Service Provider warrants to each of the Authority and the Replacement Service Provider that as at the Further Transfer Date no Re-Transferring Personnel (except where the Service Provider has notified the Authority and the Replacement Service Provider (if appointed) in writing to the contrary) to the Service Provider's knowledge:

A21.10.3.1 is under notice of termination;

A21.10.3.2 is on long-term sick leave;

A21.10.3.3 is on maternity, parental or adoption leave;

A21.10.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;

A21.10.3.5 is entitled or subject to any additional terms and conditions of employment other than those disclosed to the Authority or Replacement Service Provider (as appropriate);

- A21.10.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;
 - A21.10.3.7 has received a written warning (other than a warning that has lapsed);
 - A21.10.3.8 has taken or been the subject of a grievance procedure within the previous two years; or
 - A21.10.3.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment transferring to the Authority or Replacement Service Provider (as appropriate) under TUPE.
- A21.10.4 The Service Provider undertakes to each of the Authority and any Replacement Service Provider that it will (and will procure that its Sub-Contractors will):
- A21.10.4.1 continue to perform and observe all of its obligations under or in connection with the contracts of employment of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;
 - A21.10.4.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Service Provider or any Sub-Contractor which fall due in the period up to the Further Transfer Date;
 - A21.10.4.3 to pay to the Authority or the Replacement Service Provider (as appropriate) within 7 days of the Further Transfer Date an apportioned sum in respect of Employment Costs as set out in **Clause A21.10.5**; and
 - A21.10.4.4 to comply in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Replacement Service Provider (as

appropriate) such information as the Authority or Replacement Service Provider may request in order to verify such compliance.

A21.10.5 The Parties agree that all Employment Costs in respect of the Re-Transferring Personnel will be allocated as follows:

A21.10.5.1 the Service Provider will be responsible for any Employment Costs relating to the period up to and including the Further Transfer Date;

A21.10.5.2 the Authority or (where appointed) any Replacement Service Provider will be responsible for the Employment Costs relating to the period after the Further Transfer Date

and will if necessary be apportioned on a time basis (regardless of when such sums fall to be paid) except that there will be no apportionment in respect of the Re-Transferring Personnel's holiday entitlements.

A21.10.6 The Service Provider will indemnify and keep indemnified each of the Authority and any Replacement Service Provider from and against all Employment Liabilities which the Authority and/or the Replacement Service Provider incurs or suffers arising directly or indirectly out of or in connection with:

A21.10.6.1 any failure by the Service Provider to comply with its obligations under this **Clause A21.10**;

A21.10.6.2 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of the Re-Transferring Personnel whether occurring before on or after the Further Transfer Date;

A21.10.6.3 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by the Authority or the

Replacement Service Provider to comply with Regulation 13 of TUPE);

- A21.10.6.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Contract Commencement Date to the Further Transfer Date;
 - A21.10.6.5 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any person employed or engaged by the Service Provider (or its Sub-Contractors) (other than Re-Transferring Personnel included on the Final Staff List) who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider (or its Sub-Contractors) in respect of them by virtue of TUPE.
- A21.11 If TUPE does not apply on the expiry or termination of the Contract, the Service Provider will remain responsible for the Service Provider Personnel and will indemnify and keep indemnified the Authority against all Employment Liabilities which the Authority incurs or suffers arising directly or indirectly out of or in connection with the employment or termination of employment of any of the Service Provider Personnel or former Service Provider Personnel.
- A21.12 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Contract and for 2 years following the date of expiry or earlier termination of the Contract the Authority will be given reasonable access to and be allowed to consult with any person, consultant or employee who, at that time:
- A21.2.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and
 - A21.2.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Contract,

and such access and consultation will be provided on the first occasion free of charge and thereafter be charged at reasonable rates for the time spent by the Service Provider and/or its employees or Sub-Contractors on such consultation. The Service Provider will use all reasonable endeavours to procure that such persons co-operate with the Authority's requests.

- A21.13 Clause 30.1 shall be amended so that benefits conferred on the Replacement Service Provider under this Clause A21 shall be enforceable by them.

Appendix 1 to Clause A21

Information to be provided in respect of those on the Staff List

- Amount of time spent on the Services (or any part of the Services specified by the Authority)
- Date of birth
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime - Contractual or Non Contractual and Rates
- Contractual Working Hours
- Contract Type - Perm/Temp
- Geographical Area Of Work / Location
- Commencement of Employment Date
- Continuous Service Date
- Car Allowance
- Pension Contributions
 - 1) Employer
 - 2) Employee
 - Including additional info on:
 - who were originally employees of the Authority,
 - who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme,
 - whose employment transferred from the Authority to the Service Provider under TUPE; and
 - who were entitled to broadly comparable benefits under the Current Contractor's Scheme
- Details of any Contracting Out Certificate
- Details of the relevant employee representative body or bodies and relevant collective agreements

- Date of Annual Pay Award
- Annual Leave Entitlement
- Contractual Notice Period
- Public Holiday /Concessionary Days Entitlement
- Sickness Entitlement (in 12 month rolling period)
- Salary/wage increases pending
- Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
- Details of any other benefits provided, whether contractual or non-contractual
- Copy of employment contract or applicable standard terms and employee handbook
- Any loans or educational grants
- For those employees who are foreign nationals the country of citizenship, immigrant status and all documentation required by law to demonstrate a right to work in the United Kingdom
- Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
- Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought
- Department and place on organisation chart
- Average absence due to sickness
- Training and competency records

B CAPITAL INVESTMENT

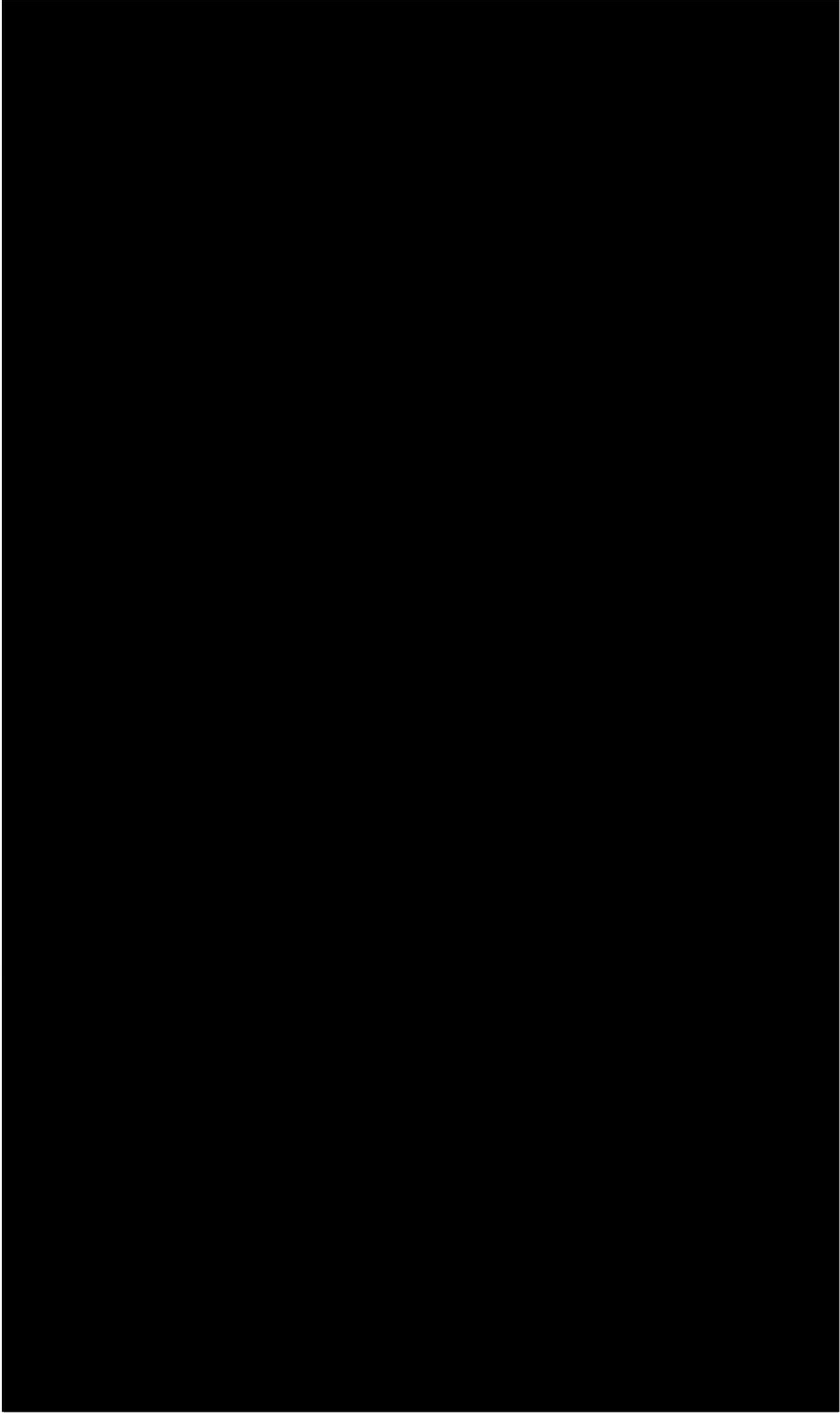
- B1 The Parties agree that the Service Provider will invest the Capital Investment in the Authority's Premises as shown in table 1 of Schedule 8 during the Initial Term.
- B2 Subject to Clause B3, the Service Provider must submit detailed plans for any Capital Investment, refurbishment works at the Cafes and/or replacing any of the Materials and/or purchasing new Materials to the Authority for prior written approval before such works and/or replacement of Materials is undertaken by the Service Provider.
- B3 Within one month of purchasing any new Materials or any refurbishment of the Cafes having taken place, the Service Provider must provide to the Authority all invoices and receipts confirming the costs incurred and what has been purchased.
- B4 The Service Provider shall maintain an inventory of Materials as set out in Schedule 3 and provide the inventory to the Authority on each anniversary of the Contract Commencement Date.
- B5 The Service Provider shall pass title of any Materials purchased to the Authority, and the Materials shall become Approved Property. The Service Provider shall undertake all maintenance on the Approved Property.
- B6 The Service Provider will indemnify the Authority in relation to any refurbishment works or replacement of materials undertaken on the Authority's Premises as set out in clause 18 of the Terms and Conditions. The Service Provider will ensure any contractors undertaking any works including refurbishment or replacement of any Materials has suitable insurances in place.

C CAPITAL INVESTMENT RECLAIM

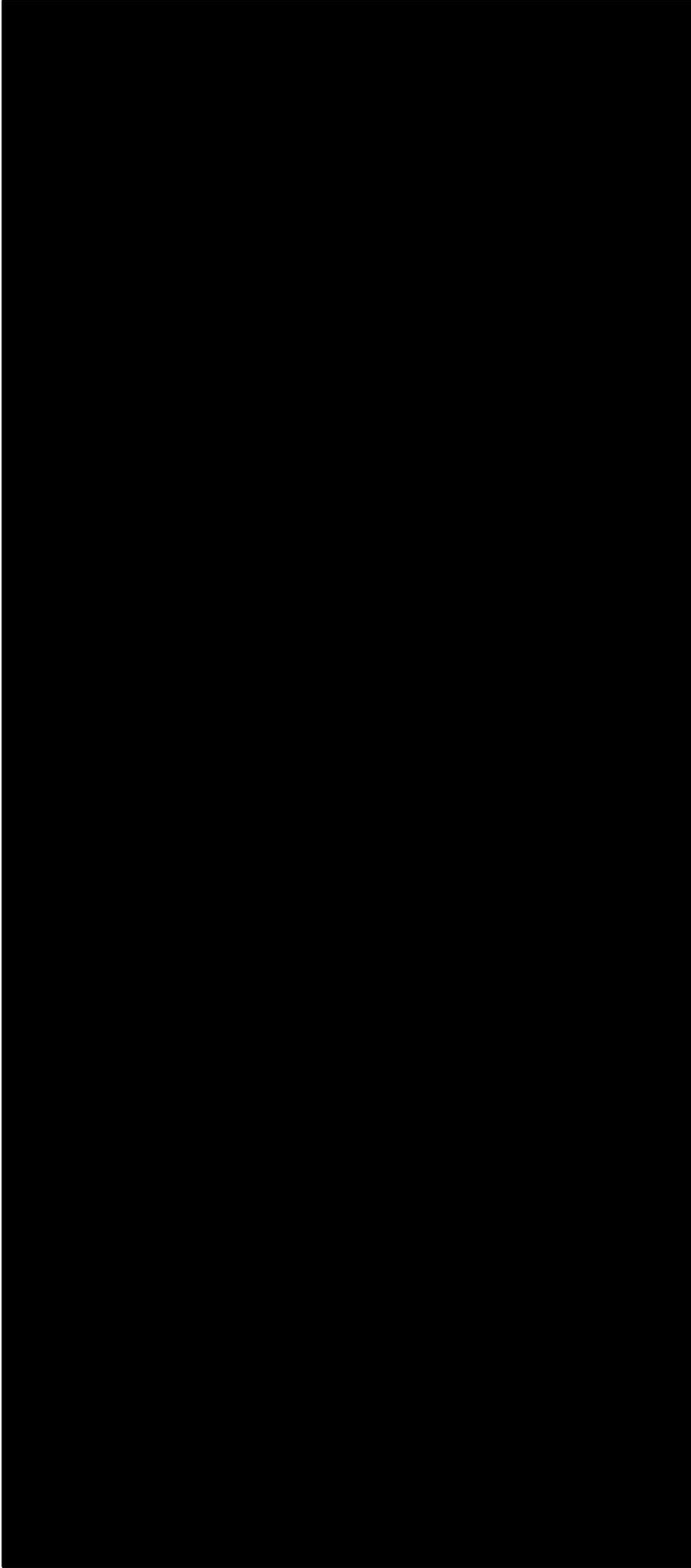
- C1 In the event that the Authority terminates the Contract pursuant to Clauses 26.4 and/or 26.5 of the terms and conditions during the Initial Term, the Parties confirm that any outstanding Capital Investment will be calculated on a pro rata basis, with respect to the Initial Term.
- C2 In the event that the Contract is terminated in accordance with Clause 26.1, during the Initial Term, the remaining Capital Expenditure will be paid to the Service Provider in accordance with Schedule 2, subject to any costs the Authority incurs.

- C3 The pro rata payments are divided into a monthly cost over the Initial Term. This equates to 72 equal monthly payments. Tables 1 and 2 below are examples of how the pro rata payments will be calculated in the event of termination pursuant to this clause C (subject to clause 27.6), if the Service Provider utilised the whole Capital Investment.
- C4 The Service Provider agrees to undertake the following:
- C4.1 provide an updated inventory to the Authority within 30 days following termination pursuant to Clause C1;
- C4.2 ensure title all Materials will pass to the Authority within 30 days following termination pursuant to clause C1 and provide all necessary documentation as the Authority requires; and
- C4.3 the Materials will not be removed from the Cafes and Authority Premises by the Service Provider, unless agreed otherwise between the Parties.
- C4 Once both parties have agreed the outstanding amounts due for any Capital Expenditure Reclaim subject to Clause C, the Service Provider shall invoice the Authority as set out in Clause 5 of the terms and conditions.

GLA 80686 – GLA Catering Services at City Hall and the Café on Trafalgar Square



GLA 80686 – GLA Catering Services at City Hall and the Café on Trafalgar Square



D Review Meetings

D1 In preparation for each of the Review Meetings (as that term is defined in Clause D2), the Service Provider shall not less than 7 Business Days before the date of the relevant Review Meeting submit to the Authority a report containing the following information;

D1.1 a summary of the progress made in the last financial quarter including significant achievements and difficulties in respect of the Contract, and be supported by detailed and substantiated information including but not limited to:

- Executive Summary for that financial quarter;
- Key Performance Indicators -Table performance;
- Overview of performance of the Cafés at the Authority Premises;
- Overview of Internal and External Hospitality split between internal and external accounts;
- Sales and marketing report;
- Health and safety report;
- Customer comments; and
- Financial reporting including separate Profit and Loss account information for the Cafés and Hospitality. The payroll costs should be split across all these operations to review the relative performance of each area against budget. A separate line should be included to show current and projected Profit Share.
- Update on Capital Investment including timescales for carrying out any proposed refurbishment and/or replacement of Materials and discussing design plans subject to prior written approval by the Authority.
- The requirement for the contents and format of the Contract review report may be amended as required by the Authority from time to time.

D2 The Service Provider and the Authority shall meet quarterly ("Review Meeting") at such times and places as agreed by the Parties. Review Meetings will be organised by the Authority.

D3 Any variations to this Agreement that appear to be necessary as a result of a Review Meeting shall be made in accordance with Clause 31 of the Terms and conditions.

D4 In addition to the Review Meetings, throughout the term of this Contract, the Recipient shall cooperate fully with and provide the Authority and its agents, servants and contractors with all information and assistance that it reasonably requests from time to time.

E Contract Exit Provisions

E1 On termination howsoever caused, the Parties agree;

E1.1 to meet at such times and places as agreed by the Parties to discuss exit provisions including but not limited to Capital Expenditure Reclaim, Materials, Charges, Profit share and Royalty Payments;

E1.2 the Materials belonging to the Authority shall be in a condition which is of reasonable satisfaction to the Authority (subject to fair wear and tear) with regard to:

- The condition from the Contract Commencement Date;
- Any subsequent Capital Expenditure during the Initial Term or Extension Term;
- Fair wear and tear shall only apply to the Authority Premises and Materials that has been managed in accordance with manufacturer's recommendations. If the Authority's Premises and Materials have not been maintained in an adequate condition then the Service Provider shall be responsible and liable for the replacement of any Materials and all costs of all relevant Materials and Authority Premises at no cost to the Authority.

E2 The Service Provider shall provide to the Authority a breakdown of;

E.2.1 Food including canned and perishable that the Authority has paid for but has not consumed; and

E2.2 Materials which the Authority has not paid for but the Service Provider wishes to make available to the incoming Service Provider.

F OWNERSHIP OF DOMAIN NAMES

- F1 It is agreed between the Parties that following the expiry of the Initial Term the ownership and control of the Domain Names will transfer to the Authority with full title guarantee unencumbered by any security interest or other third party claim subject to Clause F3.
- F2 The Parties agree that in addition to the Domain Names being transferred to the Authority, that the Service Provider may also transfer the hosting of the servers to an Authority designated hosting server.
- F3 The Parties will agree a reasonable price for the Authority to purchase the Domain Names and the transfer of the hosting services at the end of the Initial Term.

G SALES AND MARKETING ROLE

- G1 The Parties agree the following:
- G.1.1 The Authority will pay 50% salary contribution for one of the Service Provider's employees to fulfil the post of Sales and Marketing during the Initial Term or any Extended Term. The agreed salary costs for the Initial Term are set out in Schedule 5.
- G.1.2 The Service Provider will use the Authority's part of the Profit Share to cover the Authority's 50% share of the Sales and Marketing role. If there is insufficient Profit Share to cover the Authority's share of the Sales and Marketing Role post, the Service Provider will invoice the Authority for the outstanding amount in accordance with Clause 5 of the terms and conditions.
- G.1.3 The Service Provider will be fully responsible for the appointment, management, payment of total salary (and other costs) and dismissal of this employee. The Authority will not be liable for any costs other than the Authority's share of the employee's salary as set out in Schedule 5.

H UPLIFT MECHANISM

H1 The Parties agree the following:

H1.1 The Service Provider will submit a proposal for any uplift in prices for items sold at the Café at City Hall and the Café on Trafalgar square from year 2 of the contract.

H1.2 The Authority will review the Service Provider's proposal and agree any uplift.

H1.3 No price increases can be implemented without prior consent and approval of the Authority.

H1.4 Any agreed changes to the Contract must be evidenced in writing and in accordance with Clause 31 of the Terms and Conditions and Schedule 9.

SCHEDULE 3 – SPECIFICATION

GREATERLONDONAUTHORITY

Schedule 3 – Scope of Services

**GLA 80686 – GLA Catering Services at City Hall and
Trafalgar Square**

Catering Services - Scope of Services

1. Extent of Service

1.1. Service Definition

1.2. The scope of the services is to provide a comprehensive catering service to the Authority at its locations, currently City Hall and Trafalgar Square. The Service Provider will provide the following services:

- Management of London's Kitchen, the City Hall Café
- Management of the Café on the Square, Trafalgar Square
- A full hospitality service to internal and external clients as necessary in any of the Authority's entertainment, meeting or office spaces
- Provision of tea-point supplies in City Hall
- Management of the sales and lettings of City Hall spaces and the Trafalgar Square Café to external clients
- Management of the marketing of City Hall spaces and the Trafalgar Square Café, including the external websites

1.3. Service Elements

The scope of the service is split into the following areas:

- Provision of service (clause 2)
- Food Standards and Sustainability (clause 3)
- Sales and Marketing (clause 4)
- Asset Management (clause 5)
- General administration (clause 6)
- Contract management (clause 7)
- Health and Safety, including food safety, Management (clause 8)
- Financial Management (clause 9)
- Quality Assurance and Key Performance Indicators (KPI's) (clause 10)
- Help Desk (clause 11)
- Security (clause 12)
- Asset Register (appendix A)
- KPI record (appendix B)

1.4 The Authority has taken all reasonable measures to ensure the information referenced in this Schedule is correct. It is however, the Service Provider's responsibility to verify the accuracy of the contents

and to report all discrepancies to the Authority Representative during the mobilisation period. The Contract Prices detailed in Schedule 1 shall only be subject to adjustment if such discrepancies are identified during the Mobilisation Period.

2. Provision of Service

2.1 General

2.2 The Authority requires that a comprehensive catering service is available at its locations as required.

2.3 The Service Provider shall perform the Services taking into account the Authority's operational requirements. The Authority shall notify the Service Provider of any change in operational requirements that affects the Service Provider's ability to perform Services that would normally be carried out.

2.4 Locations

2.5 An overview of the locations and the nature of the operations at each site are described below.

2.6 City Hall

2.7 City Hall is the headquarters of the Greater London Authority, Mayor of London and the London Assembly. The organisation has a very high public profile and is based in one of London's modern iconic buildings. The building has 11 floors. Parts of the building are currently open to the public Monday to Thursday 08:30 to 18:00 and 08:30 to 17:30 hrs on Friday, excluding bank holidays, and on selected weekends during the year.

2.8 As well as being an office, City Hall hosts daily events and meetings, some of which are open to the public, such as Mayor's Question Time (MQT), Plenary's and Assembly Meetings. There are two large event venues within the building; the Chamber on the 2nd floor and London's Living Room on the 9th floor, both of which can host up to 250 guests, as well as a number of Committee Rooms.

2.9 City Hall also houses 'London's Kitchen', a café on the lower ground floor, with a large production kitchen, a pantry on the fifth floor and a smaller finishing kitchen on the 9th floor.

2.10 In addition to operating as the goods in and out, the loading bay on the lower ground floor houses the waste compactors and refuse bins. All food waste at City Hall is stored in a dedicated storage area which is part of the main kitchen on the lower ground floor.

2.11 Trafalgar Square and Parliament Square Gardens

2.12 Trafalgar Square and Parliament Square Gardens are high profile, public open spaces within the borough of Westminster in central London. Both Squares are sites of significant, national, historic importance and their monuments and statues have individual graded heritage classifications. Nelson's Column and the Lions being grade 1 listed.

2.13 Both sites act as symbolic focal points for important national and local events. Rallies and demonstrations are frequently held at weekends on a range of political, religious and general issues. The Mayor supports this democratic tradition, and through an authorisation process that gives access to the Square for such use.

2.14 Trafalgar Square, in particular, is the venue for many large, high profile, public and private events, such as; New Year's Eve, Pride, Saint Patrick's Day, Faith Events and Concerts. It can host up to 15,000 participants rising to 19,000 if the North Terrace is used. Many of the events finish late in the evening and some of them are licensed for either the sale of alcohol or licensed entertainment.

2.15 'The Café on the Square' is a licensed café based in the undercroft of north-eastern side of Trafalgar Square. The café is open to members of the public seven days per week and will serve a range of hot drinks, snacks and beverages.

2.16 Service Provision

2.17 London's Kitchen, the City Hall Café

2.18 The Service Provider shall provide a food sales catering service for both staff and visitors to the building based on the appropriateness of the mealtimes as follows, please note that this is the minimum standard required:

Time period	Provision
Breakfast 0800 - 1030	<ul style="list-style-type: none"> • Range of hot breakfast items • Porridge

	<ul style="list-style-type: none"> • Savoury snacks, including toast • Range of freshly baked morning goods • Fruit
Lunchtime 1130 – 1430	<ul style="list-style-type: none"> • Hot dishes of the day • Soups and breads; • Packaged salads; • Salad bar • Deli bar • Hot snacks, including paninis and jacket potatoes • Pudding lines • Alcoholic beverages** including beer and wine

All day 0800 - 1730	<ul style="list-style-type: none"> • A range of hot beverages, including speciality coffees, teas and herbal infusions • A range of cold beverages • Fruit and vegetable juices; • Milk • Pastries, cakes and biscuits • Range of filled bread products • Confectionary
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** Subject to licensing legislation

2.19 The Service Provider shall operate the Café on an assisted service basis with all produce to be consumed in the Café and to be served on crockery with associated cutlery and condiment sets, all of which is provided by the supplier.

2.20 The Service Provider shall provide the Authority with a series of changing menu selections showing a good variety in meal choices, which shall be approved for content and charge price by the Authority's Representative. The menus will run on a 4 weekly cycle and shall change quarterly in line with seasonal options. Menu changes shall not be implemented until Approved. Menu changes shall occur more frequently where necessary to sustain and improve usage.

- 2.21 The Service Provider shall provide tap water free of charge to all visitors as required along with glasses to consume this within the café area.
- 2.22 The Authority shall provide an internal dining area for use by approximately 120 covers. No food or drinks may be sold outside the building nor may seating be provided in 'the Scoop at More London'.
- 2.23 The Service Provider will be responsible for the clearing and cleaning of the Café server and dining areas, including the Café tables, chairs, surrounding floors and the cleaning of all the Café's cutlery and crockery.
- 2.24 All waste generated is to be separated and disposed of in line with the Authority's Environmental Policy and the waste management procedures for the site.
- 2.25 The Service Provider shall comply with the Licensing Act 2003 for the sale or serving of alcoholic beverages or music associated with the Café service.
- 2.26 Café food prices shall be displayed at point of sale, and an itemised receipt available to each customer.
- 2.27 The Service Provider shall provide a facility for payment by credit or debit card transactions and will cover all costs for equipment and communications.
- 2.28 The Café on the Square, Trafalgar Square**
- 2.29 The café is to be open and available to visitors seven days per week except during some event build times and on Christmas and Boxing Day.
- 2.30 The opening hours will be seasonal and agreed in advance between the Service Provider and the Authority's Representative. The closing time of the café will take into account current events and customer flow.
- 2.31 The Service Provider shall provide a food sales catering service for all visitors to the cafe based on the appropriateness of the mealtimes as follows, please note that this is the minimum standard required:

Time period	Provision
Breakfast 0800 - 1030	<ul style="list-style-type: none"> • Range of hot breakfast items • Porridge • Savoury snacks, including toast

	<ul style="list-style-type: none"> • Range of freshly baked morning goods • Fruit
Lunchtime 1130 – 1500	<ul style="list-style-type: none"> • Range of filled bread products • Soups and breads; • Packaged salads; • Hot snacks, including paninis and jacket potatoes
Late afternoon 16:30 – close	<ul style="list-style-type: none"> • Selection of cakes and biscuits • Bar snacks, including nuts, crisps and crackers
All day 0800 - 1730	<ul style="list-style-type: none"> • A range of hot beverages, including speciality coffees, teas and herbal infusions • A range of cold beverages • Alcoholic beverages** including beer and wine • Fruit and vegetable juices; • Milk • Pastries, cakes and biscuits • Confectionary and crisps • Ice-creams

** Subject to licensing legislation

2.32 The Authority shall provide an external seating area in addition to the internal dining area for use patrons of the cafe. No food or drinks may be sold outside of the demised area without prior permission from the Authority's representative.

2.33 The Service Provider shall provide the Authority with details of food items available and the proposed charge price, which will be approved by the Authority's Representative. Any changes will not be implemented until Approved. Menu changes shall occur more frequently where necessary to sustain and improve usage.

2.34 The Service Provider will be responsible for the clearing and cleaning of the Café servery and dining areas both internally and externally, including the Café tables, chairs, surrounding floors and the cleaning of all the Café's cutlery and crockery.

- 2.35 All waste generated is to be separated and disposed of in line with the Authority's Environmental Policy and the waste management procedures for the site.
- 2.36 Café food prices shall be displayed at point of sale, and an itemised receipt available to each customer.
- 2.37 The Service Provider shall provide a facility for payment by credit or debit card transactions and will cover all costs for equipment and communications.
- 2.38 The Service Provider shall comply with the Licensing Act 2003 for the sale or serving of alcoholic beverages or music associated with the Café service.
- 2.39 The Service Provider shall not hold exclusive catering rights over Trafalgar Square and space may be offered to other catering outlets for large events. However, these additional caterers will not have access to any of the café facilities on the square nor will they prevent the Service Provider from operating a catering service as normal. The Service Provider may be asked to vary their menu to offer choices more closely aligned with any event taking place in the Square. Any requested changes would be in advance of the event date.
- 2.40 **Hospitality**
- 2.41 The Service Provider shall provide a Hospitality service to the Authority and External Hospitality to hirers of the Authority's premises (or part thereof). The hospitality services will be provided against approved menus and prices.
- 2.42 Hospitality menus, prices and portion sizes will be agreed between the Service Provider and the Authority Representative. All menus will be updated on a not less than 6 monthly basis and will take into account seasonal variations and options. Any variation to the agreed menu prices and portions will be subject to agreement by the Authority Representative. All menus are to be available for download by internal and external customers in pdf format.
- 2.43 The following items are to be available on the hospitality menu as a minimum:
- Fairtrade tea and coffee, including decaffeinated options
 - A range of cold non-alcoholic drinks
 - A range of alcoholic drinks, including a wine list

- Biscuits and pastries
 - A 'working lunch' style menu to include a sandwich selection
 - An informal event menu, i.e. 'Bowl Food'
 - A hot and/or cold buffet option
 - A hot and/or cold canapé selection
 - A fine dining menu
- 2.44 The Service Provider will not hold exclusive rights to the catering provision to London's Living Room (LLR), or the use of the finishing kitchen on Level 9. External caterers will have access to the finishing kitchen if they are servicing an event taking place in the LLR. Under such circumstances, the management of an external caterer will be the responsibility of the Service Provider including appropriate supervision as necessary.
- 2.45 Hospitality menu prices will be inclusive of all necessary service staff, table linen, crockery and glassware. Hire of furniture and non-standard catering equipment is rechargeable to departments or the hirer.
- 2.46 The Service Provider will be asked to make concessions for the Authority's internal staff events (two per annum).
- 2.47 The Service Provider shall provide attendant services for the cloakroom facility within City Hall. The cost for the cloakroom attendant is rechargeable to the departments or hirers.
- 2.48 The Service Provider shall ensure that at meeting rooms where water or beverage Service has been provided, the room is cleared a maximum of thirty minutes after the end of the meeting or before the next scheduled meeting (whichever is the lesser) and all items of catering equipment and detritus removed to the preparation location. Where food items and drinks have been spilt, the Service Provider shall ensure this is cleared.
- 2.49 The Service Provider will provide still water in glass containers plus sufficient clean glasses without charge in the Committee and Conference Rooms and on the Chamber floor for meetings as requested. The Service Provider shall change the water between sessions in these areas as necessary.

2.50 The Service Provider shall undertake all work on the basis that time is of the essence and any delays must be notified to the Authority before expiry of the due time for completion of the task. Notification shall include full explanation of how the Service Provider shall ameliorate delay or ameliorate the effect of delay. In the case of any planned health and safety work that affects the safe use of the building or the safety of any occupant, then delay in completion of the task shall require the building (or affected area) to be vacated until the work is complete. In such occurrences the Service Provider shall be liable for any loss of beneficial occupancy by the Authority.

2.51 Tea-points

2.52 The service provider shall supply the authority with a daily tea-point service. This shall entail replenishing milk, tea, coffee and sugar at all tea-points throughout City Hall.

2.53 The Service Provider shall obtain approval from the Authority's Representative for the amount of provision at each point and for the Tea-point prices. These shall be for a period of twelve-months with the first period starting on Commencement Date, or until the Authority approves any variation to prices

2.54 The Service Provider shall provide tea spoons at each point and will ensure that there is always a stock available. The cost of the teaspoons will be built into the tea-point prices, as agreed by the Authority's representative.

2.55 Licensing responsibility

2.56 The Service Provider shall ensure that the sale or serving of alcoholic beverages or music necessary for hospitality requirements within the Premises are in accordance with the Licensing Act 2003 as amended.

2.57 The Service Provider shall ensure that a minimum number of Personal Licence holders for the Premises, as approved by the Authority Representative, are within the Service Provider's Personnel.

2.58 The Service Provider shall ensure that a Personal Licence holder is on duty at all times during the sale or serving of alcoholic beverages.

3. Food Standards and Sustainability

3.1 The Authority expects all catering Service Providers working at our sites to lead the way in setting standards for large organisations in sustainable food procurement. This will enable all users of the

facilities to eat healthier and more environmentally sustainable food produced to high welfare standards.

- 3.2 The Service Provider shall comply with any mayoral strategies that are applicable to the contract, including the Mayor's Food Strategy: 'Healthy and Sustainable Food for London' and any future strategies that may arise.
- 3.3 The Service Provider should demonstrate that the menu cycle meets, as a minimum, the Soil Association Food for Life Catering Mark silver standard.
- 3.4 The Service Provider shall fully adhere to the Authority's Environmental and sustainability Policies and any subsequent amendment thereto.
- 3.5 The Service Provider will ensure that wholesome and nutritious food is served using healthy cooking methods. High levels of saturated fats, salt, sugar and artificial additives are to be avoided adopting instead healthier cooking oils and appropriate portion sizes. Menus shall take account of healthy eating regimes, cultural and consumption preferences and marketing themes.
- 3.6 The Service Provider will endeavour to build seasonality into all menus. Fruit and vegetables should be seasonal and where possible locally produced.
- 3.7 The service provider will ensure that cultural and ethical choices are built into the menus, including vegetarian, vegan and halal options where possible.
- 3.8 All supplies should be ethically produced, both at home and abroad. All products should be fairly traded, including tea, coffee, sugar, chocolate and bananas.
- 3.9 Any Livestock products shall be produced in a way that protects the environment, reduces greenhouse gas emissions, encourages soil fertility with minimal artificial inputs, supports wildlife and promotes in particular accredited or certified produce (including Organic, Farm Stewardship schemes (Entry Level Stewardship – ELS and Higher Level Stewardship – HLS), LEAF-Marque and Rainforest Alliance) so that farmers, buyers and consumers can trust environmental claims. In addition, all eggs shall be free range and meat and poultry products should be RSPCA Freedom Food certified, or equivalent.
- 3.10 Only fish categorised by the Marine Conservation Society or Marine Stewardship Council as 'fish to eat' will be served on any menu.

- 3.11 All food will be safe and traceable, employing assurance schemes such as 'Red Tractor' when available. Data is to be made available on food provenance on the request of the Authority's Representative.
- 3.12 The Service Provider shall not use genetically modified food within the Premises.
- 3.13 Pre-packaged foods shall clearly display both 'Display until' and 'Use by' dates, and the Service Provider shall ensure that only foods within the date criteria shall be offered for sale.
- 3.14 All food items, including pre-packaged and composite dishes should include allergen information on the menus and labelling as set out in the Food Information Regulations 2014.
- 3.15 Composite dishes and pre-packaged food items should include nutritional information on the labelling and/or menus. They should clearly indicate which dishes are the healthier and/or more sustainable options. Front of house staff should also be briefed to be able to answer any reasonable questions on the food being served from any outlet or at any event.
- 3.16 The Service Provider shall develop and implement an approved environmental management system to ensure the safe removal and disposal of waste materials that complies with the waste management processes of the Authority at its sites.
- 3.17 The Service provider shall ensure that food waste is kept to a minimum and should be no more than 3%. The service provider will develop a system for monitoring the wastage and will report this back to the Authority's representative via the monthly report and the KPI record.
- 3.18 The Service Provider must endeavour to use such items that minimise waste and pollution to the environment.
- 3.19 The Service Provider will work with the Authority to comply with ISO20121 throughout its premises.

4. Sales and marketing

- 4.1 The service provider shall operate a sales team responsible for the marketing and sales of GLA space, primarily City Hall and the Café on the Square.
- 4.2 The Service provider shall employ one member of staff to fulfil a Sales Executive role on a full time basis. The costs for this person will be shared by the Authority and the Service Provider on a 50:50 split.

- 4.3 Additional support will be provided to the sales executive (the team) as necessary to cover leave, sickness or times of high numbers of enquiries. The Authority shall not pay additional funds for this support and will be met form the Service Providers current staffing.
- 4.4 The Sales Executive will be managed by the Service Provider and will be expected to attend occasional meetings with the Authority's Representative.
- 4.5 The Service Provider will develop and maintain a sales and marketing strategy for space in City Hall and the Café on the Square.
- 4.6 The Service Provider will manage and regularly update the venues' websites, londonlivingroom.co.uk and cafeonthesquare.co.uk
- 4.7 The sales team will respond to all incoming enquiries within 24 hours of receipt. They will facilitate any client show rounds and meetings, ensuring they are fully briefed on the client's needs and expectations.
- 4.8 The sales team will generate contracts and an appropriate event file for handover to the Authority's Events and Lettings Officer to finalise and co-ordinate the event.
- 4.9 The sales team will drive hospitality sales though the bookings placed at City Hall spaces.
- 4.10 The Service Provider will monitor customer and market trends to ensure the Authority's offer reflect those of competitors.
- 4.11 The sales team will create a monthly report for inclusions within the Contract Review Report as detailed in clause 7.3. This report will include current business performance, 'Hot' and 'Warm' leads, web statistics, numbers of visits and a financial overview of bookings.
- 4.12 The sales team will host a minimum of one marketing event per calendar year in an Authority space to increase awareness of the event opportunities in the market place. The sales team shall endeavour to gain sponsorship for the event to reduce costs to the Authority.
- 4.13 The tariff for room hire, plus any discounts, special offers, agency commission and all other costs associated with the room hire will be agreed in advance by the Authority's Representative and the Service Providers Representative.

5. Asset Management

- 5.1 Facilities to be supplied to the Service Provider
- 5.2 The following will be made available to the Service Provider:
 - The sole use of the Kitchen area on the lower ground floor of city Hall, which includes all prep and cooking areas, wash up areas, store rooms, locker rooms, office space and walk in freezer and refrigerators.

- The sole use of the 'Pantry' on the 5th floor of City Hall.
- Shared use of the Finishing kitchen and distribution bar in London's Living Room, 9th floor City Hall.
- The sole use of the Café area in Trafalgar Square, including the office area and two toilets.
- The shared use of the storage area at Trafalgar Square and sole use of the walk in Refrigerator.
- All spaces will be heated and lit to Authority standards.
- Limited storage space for materials.
- Three sets of Authority standard computer equipment and software. This will be connected to the Authority's network to facilitate access to the CAFM. This provision will only be for the exclusive use of the Service Provider's Representative.
- Four telephone handsets (all external calls will be logged and the cost of any calls that are not related to the Contract will be deducted from the Contract Price).
- Any misuse by the Service Provider may result in their withdrawal. The Service Provider will then be responsible for providing its own alternative facilities at their own expense.

5.1 Use of Premises by Service Provider

The Service Provider shall not use any part of the Premises for any purpose other than for carrying out the Services. The use of televisions, personal stereos or players, etc is not permitted within the Premises.

5.2 Care and Management of Assets

5.3 An asset register is included as Appendix A to this specification. This gives a full list of all Authority Assets that are to be managed and maintained by the Service Provider.

5.4 The Service Provider shall verify completeness of both asset registers within 90 days of the Commencement Date. The Service Provider shall maintain currency of the asset registers applicable to the areas or equipment used in the Service throughout the Contract Period.

5.5 The Service Provider is required to carry out proactive asset management to optimise and extend the economic life expectancy of all Equipment.

5.6 The Service Provider shall be responsible for maintenance of all equipment used to provide the Service, except where the equipment forms part of the building infrastructure.

- 5.7 For the purpose of clarification, the building infrastructure shall include all electrical, gas and water services to their first point of isolation within the area where the Service is provided, and in the case of ventilation systems shall be the point where the ducting exits the demised area. In the case of drainage it shall be the first joint in pipework after any grease trap or final trap connection within the area where the Service is provided.
- 5.8 The Authority's maintenance Service Providers shall be responsible for mechanical and electrical and fabric maintenance within the premise. The Service Provider shall ensure that the Authority's representative is advised immediately of any faults or maintenance issues by recording such items through the Authority's Helpdesk service.
- 5.9 The Service Provider shall manage the assets to maintain serviceability of the Authority's assets and shall maintain an asset register ('the Asset Register') at all times throughout the Contract Period.
- 5.10 The Service Provider shall supply the Authority Representative, upon request, with an up to date copy of the Asset Register in a format to be agreed with the Authority Representative.
- 5.11 The Service Provider shall ensure the Authority has continuous access to the Asset Register which remains the property of the Authority at all times.
- 5.12 The Service Provider will be responsible for maintaining all items of equipment detailed in the assets register. If any item of Equipment needs to be replaced or repaired and the cost of replacing or repairing such Equipment is up to £1000, then the replacement or repairing of such item of Equipment shall be within these Scope of Services and the Service Provider shall replace or repair the Equipment at no additional cost to the Authority. The Service Provider shall immediately inform the Authority Representative when repairs or replacements to any item of Equipment will exceed the £1000 threshold and will present a minimum of 2 quotes for the repair/replacement of said item.
- 5.13 The Service Provider shall be fully responsible at no charge to the Authority for the maintenance and upkeep of Service Provider's Materials.
- 5.14 **Manufacturers' recommendations**

5.15 The Service Provider shall comply with all applicable manufacturers' maintenance and servicing recommendations where failure to comply with any such recommendation would either cause non-compliance with a statutory duty (by the Service Provider or Authority), or invalidate a warranty or guarantee.

5.16 Adding Additional Assets

5.17 The Service Provider will be responsible for the recording of new assets, ensuring that they are correctly recorded on the Asset Register. The addition of new assets will only be implemented once authorised by the Authority Representative in writing.

5.18 Removal of Assets

5.19 The Service Provider will be responsible for the removal of assets from the Asset Register previously agreed with the Authority Representative, in accordance with Authority procedures ensuring that all historical information is archived where applicable. The removal of any asset must be authorised in writing by the Authority Representative.

5.20 Condition Reporting

5.21 The Service Provider shall evaluate each item of Equipment on an annual basis and provide a quantitative assessment of condition and performance. The Service Provider shall provide the results of this annual evaluation in substantiated form by amending the Asset Register with clear definitive asset condition indications to a format agreed with the Authority Representative.

5.22 Cleaning

5.23 The service provider will be responsible for the cleaning of all areas within their demise. In addition, they will be required to ensure the dining area on the lower ground floor of City Hall is cleaned to a high standard.

5.24 All hard floor surfaces shall be free from debris, clean, dry and free from stains, marks and detritus. Sweeping of floor surfaces is to be carried out by suitable equipment. There must be no evidence of any accumulation of slurry or soaps or residues of other cleaning agents. Floors must be safe and not slippery. The dressing must be complete and intact without evidence of powdering discolouration or build up.

5.25 All furniture, fixtures and fittings to be used by either the service provider or their guests must be free from debris, stains, marks, and dust. They must be clean and dry with no evidence of residual

cleaning agents, In addition they must be free from finger marks and smears.

- 5.26 The Service Provider shall include for the cleaning of all Equipment, including but not limited to kitchen extract hoods and filters, kitchen areas and regular deep cleans within the Contract and in accordance with health and safety requirements. A schedule of deep cleans will be made available to the Authority's representative.
- 5.27 All crockery, cutlery and other light equipment used by customers must be of serviceable standards, free from chips, cracks or other unsightly marks.
- 5.28 The Authority will be responsible for maintaining the external seating, paving area and litterbins in Trafalgar Square and will need to schedule closure of the external seating area to undertake maintenance on occasion. All maintenance works will be planned to minimise any impact on the café operation however at times it may be necessary to undertake works within core opening hours.
- 5.29 The two public toilets located within the Café area at Trafalgar Square should be regularly checked, with any cleaning issues reported via the helpdesk for immediate attention.

5.30 End of Service

- 5.31 At the end of the Contract Period the whole of the space and equipment belonging to the Authority shall be in a condition that, fair wear and tear accepted, is to the reasonable satisfaction of the Authority Representative with regard to:
- The condition at Commencement Date.
 - Any subsequent asset investment during the Contract Period.
 - Fair wear and tear exclusion shall only apply to the space and equipment that has been managed in accordance with manufacturer's recommendations. If space and equipment has not been maintained in an adequate condition then the Service Provider shall be responsible for the replacement of affected element(s) at no cost to the Authority.
 - The Service Provider shall also prepare and have audited by the Authority a full schedule of food/materials and equipment that the Authority has paid for but is unconsumed, or which the Authority has not paid for but the Service Provider wishes to make available to the incoming Service Provider.

6. General Administration

6.1 Authority Representative

6.2 The term Authority Representative is defined as the person authorised to act by the Authority on its behalf in respect to activities defined within the scope of this Contract. The term encompasses a number of roles and will include but not be limited to the Authority's Representative or On Call Duty Facilities Manager.

6.3 General

6.4 The Service Provider shall carry out the Services to maintain the Authority's:

- Business operations;
- Health & safety and environmental health obligations;
- Hospitality and catering policies;
- Asset values.

The Service Provider shall provide the Services compliant with:

- The provisions of this Contract;
- Applicable statutory requirements;
- Approved method statements (provided by the Service Provider);

and in a manner that:

- Does not cause injury or damage to property;
- Is efficacious, effective and efficient;
- Is in accordance with industry best practice.

6.5 The Service Provider shall ensure that a secure, clean and safe environment that conforms with statutory and Authority's standards is maintained at all times in all areas of the Premises being used by the Service Provider in connection with the Services.

6.6 Factors affecting the Service

6.7 It is the Service Provider's responsibility to inform the Authority's Representative of any matter in connection with the Contract that may affect the Services, Premises, occupants, or operation of the building's assets and/or equipment. This includes any additional services or functions that may be required in connection with the Contract.

6.8 The Service Provider shall have regard for all factors that could affect the execution of the Service including (but not limited to):

- Communications with the Authority, its staff, agents and other Suppliers
- Access to the Premises.
- Conditions under which the Services shall be carried out.

- The supply of, and conditions affecting, labour and materials.
- The risk of injury or damage to property on or adjacent to the Premises or to the occupiers of such property.

6.9 Contract Management Team and Staffing

- 6.10 The Service Provider shall establish and maintain a contract management team and provide a competent Services Manager (both technically and managerially) to be responsible for the satisfactory execution of the Services. This person is to be conversant with all requirements of the Contract, and must ensure that the Services provided are carried out in accordance with the Contract and to the satisfaction of the Authority Representative. The day-to-day management of the Services will be controlled through the Service Provider's Representative who shall act as the liaison point between the Authority Representative and the Service Provider.
- 6.11 The Service Provider must submit relevant professional profiles and curriculum vitae of all proposed Service Provider's Personnel prior to their employment on the Premises for the Authority Representative's approval which will not be unreasonably withheld. The Authority reserves the right to interview any prospective Service Provider's Personnel prior to their acceptance by the Authority Representative.
- 6.12 The Service Provider shall maintain an organisation chart indicating the Service Provider's Personnel allocated to the Services, which shall be kept updated by the Service Provider throughout the Contract Period and available for review by the Authority. The Service Provider shall maintain a staff register to record details of the Service Provider's Personnel, passes issued to them, training and any items of the Authority's equipment or assets issued to the Service Provider's Personnel.
- 6.13 The Service Provider shall ensure that any Services performed on the premises are subject to on-site supervision at all times to ensure satisfactory performance in accordance with the Contract. Such supervisors must be competent.
- 6.14 The contract management team shall be operational between 0800 hours and 1800 hours, Monday to Friday, except on recognised public holidays in England. The Services Manager or his designated deputy is to be contactable 24 hours a day, 7 days a week via an emergency call out number.
- 6.15 Suitable supervision should be in place at all times the Service Provider is working at the Premises, including for all events.

- 6.16 Staffing levels and calibre of individuals is the responsibility of the Service Provider. The Service Provider has a duty to match workforce and staffing levels with the contract requirements with any increasing of Service Provider's Personnel levels or calibre at no additional cost to the Authority.
- 6.17 The Service Provider shall ensure that work is completed to the required professional quality and to a standard not less than the applicable British Standards (BS), European Standard (CEN), International Standard (ISO) or equivalent. Where specific competence is a legal requirement (e.g. Food Hygiene certification) the Service Provider shall confirm to the Authority Representative qualification of the individual person employed to undertake the work.
- 6.18 The Service Provider shall ensure that the Authority Representative is informed of all defaults in Services within 2-hours of awareness.
- 6.19 The contract management team are required to be self-covering for any absence i.e. sickness, annual leave or special leave of absence. In the event of long term sickness (over 28 calendar days) by a member of the Service Provider's Personnel, the Service Provider must provide a suitable replacement at no extra cost to the Authority and without disruption to the Services.
- 6.20 The Service Provider shall supply the necessary resources and equipment to carry out audit inspections as part of the Contract. Such audits shall be undertaken as part of the activities covered by the scope of the Contract.
- 6.21 The Service Provider shall provide sufficient Service Provider's Personnel notwithstanding holiday or sickness absence to ensure that the Service Provider complies with the Contract and that the Authority complies with legal and statutory obligations.
- 6.22 The Service Provider shall ensure that their staff are presentable at all times and where practicable and possible be uniformed and that a form of identification is always carried and displayed.
- 6.23 In the course of their duties, the Service Provider's staff will be required to deal with customers face-to-face, converse with them and also communicate well. It is therefore an essential requirement of this Contract that all catering personnel shall be able to read and also to communicate well and clearly in English, both verbally and in writing.
- 6.24 The Authority shall have the right to require the Service Provider immediately on receipt of notice in writing to remove any of his employees from the site who have in the opinion of the Authority been guilty of misconduct, negligence or incompetence, and such

persons shall not be employed again on the site without the permission of the Authority.

6.25 Media Coverage

6.26 The Service Provider shall obtain permission in advance from the Authority for any media coverage of activity being carried out at the Authorities Premises, by the service provider, including for their own internal marketing needs.

6.27 Operations Meetings

6.28 The Service Provider's representative (or an approved deputy) will meet with the Authority's representative (or deputy) on a weekly basis. The Service Provider's representative will be responsible for taking minutes of the meetings and will send a copy to the authority's representative no later than 24 hours after the meeting.

6.29 One weekly operations meeting per calendar month will be deemed a 'Monthly meeting', at which the Service Providers senior representative would be expected to attend.

6.30 Smoking

6.31 Smoking is not allowed anywhere on the Premises.

6.32 No catering personnel shall be seen smoking outside the Premises in uniform, including Chef's whites or front of house uniform.

6.33 Stationery and Computer Consumable Items

6.34 The Authority will not provide any stationery or computer consumable items.

6.35 Mobile Telephones, Pagers and Radios

6.36 The Authority will not provide mobile phones for use on the Contract. The Service Provider must provide their own mobile phones that should be available for use for 24 hours on every calendar day for emergency call out purposes.

6.37 Parking

6.38 No parking shall be provided by the Authority except for the loading and unloading of delivery vehicles, which must be supervised by the

Service Provider at all times and booked in advance under the Authority's Loading Bay Procedures. Unauthorised vehicle parking is not permitted at the Premises.

7. Contract Management

7.1 General

7.2 The Service Provider will monitor all Services set out in the Contract and report all activities through the Contract Review Report as set out in clause 7.3.

7.3 Contract Review Report

7.4 The Service Provider shall prepare and submit to the Authority Representative, one electronic copy of the monthly Contract Review Report at least five days prior to each Contract Review Meeting.

7.5 The Contract Review Report shall contain a summary of the progress made since the last report, including but not limited to significant achievements and difficulties, in respect of the Contract, and be supported by detailed and substantiated information in the following Schedules as a minimum:

- Executive Summary
- KPI Table;
- Overview of café's
- Overview of hospitality
- Sales and marketing report
- Health and safety;
- Customer comments
- Finance;

7.6 The finance section should include separate P&L account information for the café's and Hospitality. The hospitality should also be split between internal and external accounts. The payroll costs should be split across all these operations to review the relative performance of each area against budget. A separate line should be included to show current and projected profit share. Details of any Service Provider rebates received by the Service Provider should also be included in the monthly financial review.

7.7 The requirement for the contents and format of the Contract Review Report may be amended as required by the Authority Representative from time to time.

7.8 Contract Review Meetings

- 7.9 Contract Review Meetings shall be held at quarterly intervals, one of which will be the Annual Review, on or around the anniversary of the commencement of the contract, or at such other times as may be deemed necessary by the Authority Representative.
- 7.10 The Service Provider is required to provide and maintain a high level of communication with the Authority Representative to ensure he/she is aware of all issues (or potential issues) at all times.
- 7.11 The Authority Representative shall chair all Contract Review Meetings and shall appoint a person to be responsible for keeping accurate minutes of the meetings.
- 7.12 The Contract Review Meetings shall review all aspects of the Contract including, but not limited to the following:
- Accuracy of minutes from previous meetings;
 - Contract review
 - Operational review
 - Health, safety and environment;
 - Performance, PPM and reactive;
 - Re-occurring faults;
 - Finance.
- 7.13 The Service Provider shall attend all other meetings deemed necessary by the Authority Representative at times and places to be determined by the Authority Representative.
- 7.14 **Document Control**
- 7.15 The Service Provider shall develop a comprehensive and structured administration system for the Contract, including any sub-contracts, to ensure complete 'transparency' of process and a full audit trail. The Service Provider shall be able to demonstrate the structure and content of this administration system at the reasonable request of the Authority Representative.
- 7.16 All information, decisions and instructions relating to the Contract shall be made and kept in writing. The Authority's recipient for such Contract correspondence shall be the Authority Representative, and the Service Provider's recipient shall be as determined by the Service Provider in the mobilisation meetings.
- 7.17 The Service Provider shall maintain and make available to the Authority Representative or any relevant party appointed by the Authority, comprehensive records and documents relevant to the management and provision of the Services all in compliance with relevant Authority's procedures.

7.18 Where no relevant Authority procedures exist but records are required, ie statutory compliance, the Service Provider is required to develop, manage and maintain appropriate records.

7.19 The information required from the Service Provider as a minimum is:

- Inspection records/reports;
- Food safety information and records, including Hazard Analysis Critical Control Point (HACCP) findings, temperature monitoring records, food hygiene training records;
- Health and safety information and records, including Control of Substances Hazardous to Health (COSHH), risk assessments, method statements, display screen equipment (DSE), Manual Handling (MH), health and safety training records, portable appliance testing (PAT) records
- Statutory notices;
- Insurance details;
- Correspondence, purchase orders, invoices.
- Raw and prepared material delivery notes and consumption records.
- Reconciliation between materials between raw and prepared material and meals sold, meals and food remaining unsold at the end of each session, and concessionary meals provided to Catering Staff.
- Test data and certificates of performance including statutory tests and certificates of compliance correctly signed and witnessed by the inspecting body.
- Manufacturers' guarantees or warranties, including copies of any claims.
- Equipment starting up, operating and shutting down instructions.
- Schedules for calibration of equipment and details of settings made at commissioning / completion.
- Procedures for cleaning equipment and workspace.
- Emergency procedures, including telephone numbers for emergency call-out services from manufacturers.
- Statutory compliance history of each system or activity area governed by legislation.

7.20 Mobilisation

7.21 During the Mobilisation Period the Service Provider shall produce a suitable programme of activities for the approval of the Authority Representative. This programme will be the minimum level of planned activities that the Service Provider will carry out to meet the Contract requirements.

7.22 The service provider and the Authority's representative will meet regularly during the mobilisation period to ensure the contract will start smoothly and punctually.

7.23 The Service Provider shall regularly review the mobilisation programme and report at the Mobilisation Meeting any proposed changes or enhancements but shall not put such proposals into effect without the approval of the Authority Representative.

8. Health and Safety Management

8.1 The Service Provider shall ensure that all operating procedures comply with the requirements of health and safety legislation, food safety legislation, Health and Safety Executive guidelines, Approved Codes of Practice, British Standards or equivalent, Industry Guide to Good Hygiene Practice and industry best practices. The Service Provider shall comply with the Authority's security procedures for the Premises at all times.

8.2 The Service Provider shall take all reasonable and practicable steps to comply with the Health and Safety at Work etc. Act 1974.

8.3 The Service Provider shall be responsible for initiating, controlling and monitoring safe systems of work, advising the Authority Representative on best practice and ensuring adequate and professional training of its Service Provider's Personnel in all matters of health and safety.

8.4 The Service Provider shall provide a written health and safety policy statement appropriate to the Service. This shall be available at all times during the Contract Period to the Authority, Service Provider's Personnel, SubService Providers and visitors to the Premises.

8.5 The Service provider shall provide a written Food Safety Management System, detailing the organisation, duties and processes employed to ensure that all items served and produced are safe for consumption.

8.6 The Service Provider shall provide risk assessments, in a format approved by the Authority Representative, for all Services and activities carried out for the requirements of the Contract. The Service Provider shall provide copies of their specific assessment of risk for each task and the various inspections required following execution of the Contract to conform with the requirements of the Management of Health and Safety at Work Regulations. These must be supplied and agreed with the Authority Representative prior to any commencement of works covered by the assessments.

- 8.7 The Service Provider will provide method statements of their working methods proposed to meet the requirements of the Contract, including management methods and will work to the method statements at all times.
- 8.8 The Service Provider shall supply detailed data sheets to the Authority Representative for all substances that are intended for use on the contract which are controlled by the Control of Substances Hazardous to Health (COSHH) regulations. These must be supplied prior to commencement of any works using such substances and the data sheets are to remain at the Premises.
- 8.9 The Service Provider will fully cooperate and liaise with the Authority Representative and any other parties regarding investigation into incidents in compliance with the Authority's requirements.
- 8.10 The Service Provider shall ensure all processes in respect of health and safety are documented and made available for inspection and/or audit at all times. The Service Provider shall always complete the Authority's accident book in respect of accidents and reference any such incidents within the Contract Review Report.
- 8.11 The Authority reserves the right, if it considers it necessary, to notify or seek the advice of the appropriate enforcing statutory authority where the Authority believes that there is, has been, or will be a breach of the Health and Safety at Work Act 1974 or any other statutory provisions relating to health and safety.
- 8.12 The Authority reserves the right to stop any works, operations or actions of the Service Provider's Personnel if in reasonable opinion of the Authority Representative, the manner in which these are being undertaken constitutes a risk to the health and safety of any person or property. Moreover, the Authority will not accept responsibility for any loss incurred by the Service Provider as a result of any such actions.
- 8.13 Particular care must be exercised when work is carried out in areas where members of the Authority's Service Provider's Personnel or the general public are likely to be present, especially with regards to serving hot food at events.
- 8.14 The Service Provider shall ensure that unauthorised persons are prevented from entering hazardous working areas (for example cooking areas, food storage areas and pot-wash areas).
- 8.15 The Service Provider shall supply uniforms and hats as appropriate to all staff employed upon the Contract, and arrange for laundering/cleaning thereof at least once per week or more frequently

as required in the interests of hygiene. The Service Provider shall ensure that all soiled laundry is kept in a suitable container/location until such time it is laundered.

8.16 The Service Provider shall ensure that suitable personal protective equipment (PPE) will be provided to its Service Provider's Personnel, including where appropriate, training and instruction in their use and operation. This includes all PPE as defined by legislation.

8.17 The Service Provider shall ensure, and be able to demonstrate that, where appropriate, the Service Provider's personnel are fully aware of the requirements of the Manual Handling Operations Regulations 1992.

8.18 Competent person

8.19 The Service Provider shall nominate a competent person responsible for ensuring health and safety and food safety standards are compliant with applicable legislation.

8.20 The Service Provider must ensure that a competent member of the Service Provider's Personnel takes responsibility for emergency situations during and outside normal working hours to provide direction and coordination of Services. The Service Provider will advise the Authority Representative of any emergency or breakdown situations as soon as they arise.

8.21 Safety Audits

8.22 The Service Provider shall undertake health and safety and food safety audits appropriate to the Services before the Commencement Date, and during the course of the Contract (at least annually). Audits to include:

- Training;
- Information;
- Equipment;
- Safety procedures
- Record keeping

8.23 Liaison with other occupants

8.24 The Service Provider shall ensure that occupants and visitors are informed of any activity that could affect health and safety whilst on the Premises. Information shall include the nature of hazard and measures taken (or being taken) to eliminate or reduce the risk in accordance with the Health & Safety at Work Act.

8.25 Statutory certificates

8.26 The Service Provider shall ensure compliance with statutory regulations including risk assessments and certification of equipment or procedures affected by legislation, including inspection or testing, or by making arrangements for inspection or testing by local authorities or specialist organisations where the Service Provider does not have the competence or qualification. The Service Provider shall ensure all staff involved with the handling and preparation of food hold the appropriate Food Hygiene Certificates. The Service Provider shall maintain certificates and provide copies to the Authority on demand. Failure to comply with this requirement shall be a material breach of Contract.

8.27 Statutory and Authority Mandatory Inspections

8.28 The Service Provider shall ensure Service Provider's Personnel attend any statutory inspections or any other inspections initiated by the Authority. In addition, the Service Provider shall do all acts necessary to facilitate any such inspections, including but not limited to providing access to Equipment and demonstrating the Equipment.

9. Financial Management

9.1 Café operation - cost neutrality

9.2 The Authority shall not provide funds direct to the Service Provider in support of the commercial operation of either Café, nor shall the Authority stand surety for either Café's operation. The Service Provider shall generate sufficient revenue from sales to recover all operational costs.

9.3 The Authority shall relieve the Service Provider of rent, rates or utility charges associated with the operation of both Cafés.

9.4 The Service Provider shall generate profit, which will be shared with the Authority as set out in clause 8.31.

9.5 Hospitality and tea-point services - costs recoverable from the Authority

9.6 The Service Provider shall provide the Authority with hospitality and tea-point services. The costs associated with delivery of those services shall be reimbursed to the Service Provider.

9.7 Labour costs directly attributable to delivery of hospitality and tea-point services shall be charged at net cost to the Authority (taking account of all recoverable costs such as Statutory Sick Pay and insured costs).

- 9.8 Ingredients directly attributable to delivery of hospitality and tea-point services shall be charged at net cost to the Authority (taking account of all discounts) and supported by bona fide receipts.
- 9.9 Equipment directly attributable to delivery of hospitality and tea-point services shall be part of the Contract Price.
- 9.10 The Service Provider shall receive written instruction from the Authority in the form of a purchase order for the total cost of providing the service, with the terms and conditions in accordance with this Contract.
- 9.11 Recoverable costs shall be costs chargeable to the Authority and exclude costs relating to the commercial operation of the Café and to non-Authority hospitality/event catering.
- 9.12 The Service Provider shall provide the Authority with accurate costs (within an Approved Budget) for setting against Authority internal departmental budgets.
- 9.13 **Hospitality costs recoverable from External Customers**
- 9.14 The Service Provider shall provide hospitality services to external hirers of the Premises, plus any other external customer as may be necessary. The Service Provider will contract directly with the external customer to generate sufficient revenue from sales to recover all operational costs.
- 9.15 The Authority shall relieve the Service Provider of rent, rates or utility charges associated with the operation of both Café.
- 9.16 The Service Provider shall generate profit, which will be shared with the Authority as set out in clause 8.31.
- 9.17 **Prices for Café Services**
- 9.18 The Service Provider shall obtain Approval, which will not be unreasonably refused from the Authority for Café prices. The price charged shall be a fair reflection of seasonal material costs, operating cost recovery, profit and customer demand. A staff concession deal will be included for within the Contract Price.
- 9.19 Marketing and loyalty schemes operated within the Cafés are at the discretion of the Service Provider, and are subject to agreement by the Authority Representative.

- 9.20 The Service Provider will undertake a benchmarking process of local cafés in reasonable walking distance from City Hall and Trafalgar Square on a not less than annual basis to determine the prices charged at the Premises are fair, reasonable and commercially viable.
- 9.21 **Accounts Administration**
- 9.22 The Service Provider shall provide a financial summary, in a format to be approved by the Authority Representative, every month for inclusion within the Contract Review Report and discussion at the Contract Review Meetings.
- 9.23 The Service Provider shall provide an Annual budget, for presentation at the Annual Review Meeting, for the forthcoming year of trading. This budget will include P&L and resourcing information.
- 9.24 The Service Provider shall co-operate fully with the Authority's finance and audit departments on all matters pertaining to the Contract. The Service Provider shall provide information and assistance as may be required by the Authority during audits at the timescales set by the auditors.
- 9.25 The Service Provider shall be capable of receiving purchase orders in an electronic format, eg PDF or a format agreed with the Authority Representative.
- 9.26 The Service Provider shall differentiate between confirmation orders, ie orders issued as confirmation of the Contract, and separate standalone purchase orders as instructions under the Contract.
- 9.27 The Service Provider shall be capable of sending invoices electronically via email in a format acceptable to the Authority.
- 9.28 Each month the Service Provider shall invoice the Authority in arrears for approved expenditure items (as agreed by the Authority prior to such expenditure being incurred) for the preceding month. This will include tea-point items.
- 9.29 The Service Provider shall not be entitled to costs where either the Services have not been provided or where performance is below standard and an adjustment has been notified to the Service Provider.
- 9.30 The Service Provider shall be paid by the BACS system and ensure that the Authority's Representative is advised of any changes to bank details.

9.31 Cash Handling at Trafalgar Square

9.32 The Authority operates a 'pay-to-enter' system on the toilets at Trafalgar Square, charging a fee of twenty pence per visit per customer. The Service Provider will operate a cash handling and banking system for the cash collected within the toilet gates and will reimburse the Authority for any monies collected on their behalf.

9.33 Profit Sharing Procedure

9.34 Profit sharing shall accrue over the Services, in each contract year that the profit exceeds £35000 (thirty five thousand pounds). Profit shall be shared between the Service Provider and the Authority. The Authority shall be entitled to receive 50% of profit generated above the deminimus profit amount.

9.35 Payment shall be made to the Authority at the anniversary of the Commencement Date, once accounts have been agreed between the Authority's Representative and the Service Providers Representative.

9.36 The Authority shall be entitled to audit the profit figures provided by the Service Provider.

9.37 The Authority shall use the profit to fund 50% of the sales and marketing role within the Service Providers staff. Any additional profit will be used to procure new equipment as may be necessary.

9.38 Once payment for any new equipment has been made the Service Provider shall pass title for the equipment to the Authority, and the equipment shall become Issued Property. The Service Provider shall deal with maintenance of the approved equipment as if it were Issued Property throughout the time that the equipment is at the Authority premises.

10. Quality Assurance and Key Performance Indicators

10.1 Maintaining high levels of quality and presentation is of paramount importance to the GLA. The Service Provider must ensure appropriate arrangements are in place to ensure that a quality service is delivered.

10.2 Key Performance Indicators (KPIs)

10.3 The Service Provider shall complete the GLA's monthly Key Performance Indicator (KPI) table that is used to monitor the performance of this contract. The KPI table will be periodically

reviewed and updated to accurately reflect the service issues that are being encountered. The current KPIs are attached as appendix B.

- 10.4 The Service Provider will be required to self-assess their performance and complete the table on a monthly basis. The KPI report shall be submitted to the GLA Authority's Representative by the 5th of the month for the previous calendar month. Failure to submit the monthly KPIs on time will be deemed as a KPI failure. The completed KPI table will be discussed and reviewed at the monthly and quarterly meetings.
- 10.5 A failure to deliver one of the service elements will be deemed as 'red', a service element that has been delivered below the required standard is 'amber' and an element that is acceptable or exceeds the required standard will be 'green'.
- 10.6 If an overall score of 2 "reds" or 3 "ambers" are achieved for 2 consecutive months or in 3 out of every rolling year the Service Provider will be required to rebate 5% of that month's net profit, which should be credited in the following month's invoice.
- 10.7 If the Service Provider fails to meet the required KPI standard 3 months in a row or 6 months in a rolling 24 month period, they will be required to provide an improvement plan to bring the service up to the required standard. A further failure against the KPIs for a subsequent month will result in the early termination of the contract.
- 10.8 **Performance measures**
- 10.9 The Service Provider shall perform the catering services to the following performance measurements:
- Service compliant with applicable legislation.
 - Service does not cause harm or injury to recipient.
 - Hospitality provided to agreed times, locations, menus and prices.
 - Food sales provided to agreed times, menus, prices and sales forecasts.
 - Food storage, preparation, preparation and consumption areas, and food displays meet food hygiene legislation requirements.
 - All portable electrical appliances to be tested every two years (Two-year between 18 and 21 months from Commencement Date and thereafter between 21 and 24 months from previous test.
 - Areas shall be protected from access where hazardous operations occur.
 - All reports, material records, sales data and financial accounting actions are accurate, up-to-date, and provided to the Authority to Approved schedules.

- All surplus/waste items remaining after consumption are removed in a timely manner and (where appropriate) the space is returned to a state of readiness for the next user.
- Production and sales waste levels do not exceed 3% of sales volume (including recoverable hospitality costs).
- Other Service Providers are not impeded from operating to agreed times and with agreed facilities.

11. Help Desk

11.1 The Authority shall provide and operate a Help Desk to take calls direct from the Authority's employees or visitors for reactive calls.

11.2 The Authority's helpdesk shall operate between 0800 and 1800 hours Monday to Thursday and 0800 to 1730 on Fridays, except Bank Holidays.

11.3 The Help Desk will normally report reactive faults to the Service Provider by telephone. The Help Desk shall also be the Authority's focal point for job tracking and reporting by the Service Provider as agreed with the Authority Representative.

11.4 Authority's Help Desk functionality

11.5 The Authority's Help Desk system includes the following functionality:

- Automatic allocation of unique reference that follows job from request to completion, payment and audit;
- Automatic recording of request time, date and operator identification;
- Selection of work type requests from list (categorisations and response criteria to be agreed);
- Automatic allocation of work using analysis of location, work type and Service Provider details
- Automatic posting of instructions to Service Provider (using e-mail / facsimile / or other approved methods);
- Automatic posting of task confirmation to requester (using e-mail or other approved methods);
- Automatic monitoring of task progress and completion information;
- On-line progress and completion monitoring (format and implementation date to be confirmed by the Authority);
- Automatic posting of task performance exceptions to the Authority (using e-mail or other approved methods).

- 11.6 The Service Provider shall fully comply with and respond to all the procedures and requirements of the Authority's Help Desk facility which may undergo enhancements or revisions from time to time.
- 11.7 The Service Provider shall maintain a means of receiving information from the Authority's Help Desk facility during the Authority's Help Desk operating hours. The Service Provider shall act upon information from the Help Desk as an instruction from the Authority Representative, and progress works accordingly.
- 11.8 On completion of any Services relating to the items set-out above, the Service Provider must ensure that this is communicated back to the Help Desk within 5 working days of their completion.

12. Security

- 12.1 The Service Provider must at all times comply with all building and site rules, admission policies, security instructions and emergency arrangements, including clearly displaying any staff or visitors badge issued by the GLA.
- 12.2 Special security arrangements apply to certain areas of City Hall at certain times, which will require the Service Provider's staff to be escorted by GLA Security Officers.
- 12.3 The Service Provider must ensure that particular care is taken by the Service Provider's Personnel so as not to compromise the safety, security and comfort of the Authority's staff, visitors and General Public or any persons affected by the Services.
- 12.4 The Service Provider must take every care for the security of their property and belongings, and will follow any particular instructions given by the Authority concerning locking up. Responsibility for such property shall remain the Service Provider's risk.
- 12.5 Service Provider's Personnel attending the Premises must on request produce bona fide photographic identification to the Authority. Service Provider's Personnel attending the Premises must wear in a conspicuous manner an identity badge issued by the Authority. The Authority's badge must be returned to the Authority if the person ceases to provide any part of the Services.
- 12.6 The Service Provider's Personnel will be required to sign in to the Authority upon arrival to any of the Premises at either of the security control rooms and sign out upon leaving.
- 12.7 Business Continuity

- 12.8 The Service Provider shall develop and obtain Approval for a Business Continuity Plan ensuring the Service Provider's ability to achieve its obligations under the Contract in the event of a disaster affecting the Service Provider's business. This plan shall be periodically tested for efficacy.
- 12.9 The Service Provider's business continuity plan shall be updated to reflect any change in legislation or Service requirements, and shall reflect the Authority's business continuity plans.
- 12.10 The Service Provider shall, in the event of a disaster affecting the Authority or the building, comply with the Authority's business continuity plans or the Authority Representative's instructions.

1.1 Appendix A – Equipment Asset Register

1.2

1.3 City Hall Main Kitchen (Lower Ground)

1.3.1.1.1 Item	Description
1.	Waste Management Unit
2.	Waste Disposal Unit
3.	Dishwasher
4.	Condense Canopy
5.	Rack x 4
6.	Double Refrigerator x 3
7.	Under counter fridge x 3
8.	Hot Cupboard
9.	Chill Well
10.	Wrapping m/c
11.	Blast Chiller
12.	20 Grid Combi Oven
13.	10 Grid Combi Oven
14.	Boiling Table
15.	Vent Canopy
16.	Deep Fat Fryer
17.	Refrigerated Counter
18.	Coffee Machine
19.	Refrigerator
20.	Salad Washer
21.	Fly Killer
22.	Utensil Washer
23.	Condense Canopy
24.	Tilting Pan
25.	Food Mixer
26.	Waste Disposal Unit
27.	Waste Management Unit
28.	Fly Killer
29.	Whisk Mix
30.	Water Softener
31.	Water Filter
32.	Ice Machine
33.	General kitchen utensils

1.4 City Hall Café Servery (Lower Ground)

1.4.1.1.1 Item	Description
1.	Refrigerator
2.	Water Boiler
3.	Water Filter
4.	Display fridge x 2
5.	Panini Grill
6.	Water Filter
7.	Heated Water Boiler
8.	Soup counter with 2 wells
9.	Multi deck refrigerator x 6
10.	Heated plate dispenser
11.	Heated plate display
12.	Mobile till unit x 2
13.	Clearing Tray trolleys x 3

1.5 Pantry (5th floor)

1.5.1.1.1 Item	Description
1.	Fly Killer
2.	Dishwasher
3.	Vent Canopy
4.	Coffee Maker
5.	1 x Double Refrigerator
6.	1 x Single Fridge
7.	Water Softener
8.	Water Softener for D/W

1.6 LLR Kitchen (9th floor)

1.6.1.1.1 Item	Description
1.	Fly Killer
2.	Combi Oven
3.	Combi Oven
4.	Open Top Range
5.	Deep Fat Fryer
6.	Vent Canopy
7.	Refrigeration x 2
8.	Bar
9.	Bottle Fridge
10.	Bottle Fridge
11.	Bottle Fridge

12.	Icemaker
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Mayoral Crockery

1.6.1.	Description	1.6.1.1.3 Q u a n t i t y
1.	John Lewis House Porcelain Collection, Plates, 20cm,	30
2.	John Lewis House Porcelain Collection, Plates, 27cm,	10
3.	John Lewis House Porcelain Collection Soup Plate, 25cm,	17
4.	John Lewis House Porcelain Collection, Teacups	14
5.	John Lewis House Porcelain Collection, Tea Saucers	16
6.	John Lewis House Porcelain Collection, Sugar Bowl	2
7.	John Lewis House Porcelain Collection, Jug	2
8.	John Lewis House Porcelain Collection, Teapot	2
9.	John Lewis House Porcelain Collection, Coffeepot	2
10.	John Lewis House Porcelain Collection, Sauceboat	1
11.	Square Salt and Pepper Mill Set, Acrylic	2
12.	Rimini Table Knife, Stainless Steel	25
13.	Rimini Table Fork, Stainless Steel	21
14.	Rimini Dessert spoon, Stainless Steel	4
15.	Rimini Dessert Fork, Stainless Steel	10
16.	Rimini Tea Spoon, Stainless Steel	2
17.	John Lewis Corto Large Wine Glasses, 37cl	14
18.	John Lewis Corto Goblets, 48cl	16
19.	John Lewis Corto Flutes, 21cl	15
20.	John Lewis Corto Tumblers, 35cl	15

1.7 Trafalgar Square Café

1.7.1.1.1 Item	Description
1.	Esta Derby Fridge x 2
2.	Roller Grill
3.	Chest Freezer
4.	Ice Machine
5.	Walk in Fridge
6.	Dishwasher
7.	Display Fridges x 3
8.	Refrigerated Cupboard x 3
9.	Water filter
10.	Water heater
11.	Fly killer

Appendix B

		Catering Services - KPI Record												
		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	
Service Category	Service Element	Method of Measurement												
Provision of Service	Café Operations	Café's available, with good range of offers												
Provision of Service	Hospitality	Deliveries on time and accurate												
Food Standards	Food Hygiene	No reports of food poisoning, positive EHO reports and all Food Safety Systems followed												
Sustainability	Waste Management	Overall waste below 3%												

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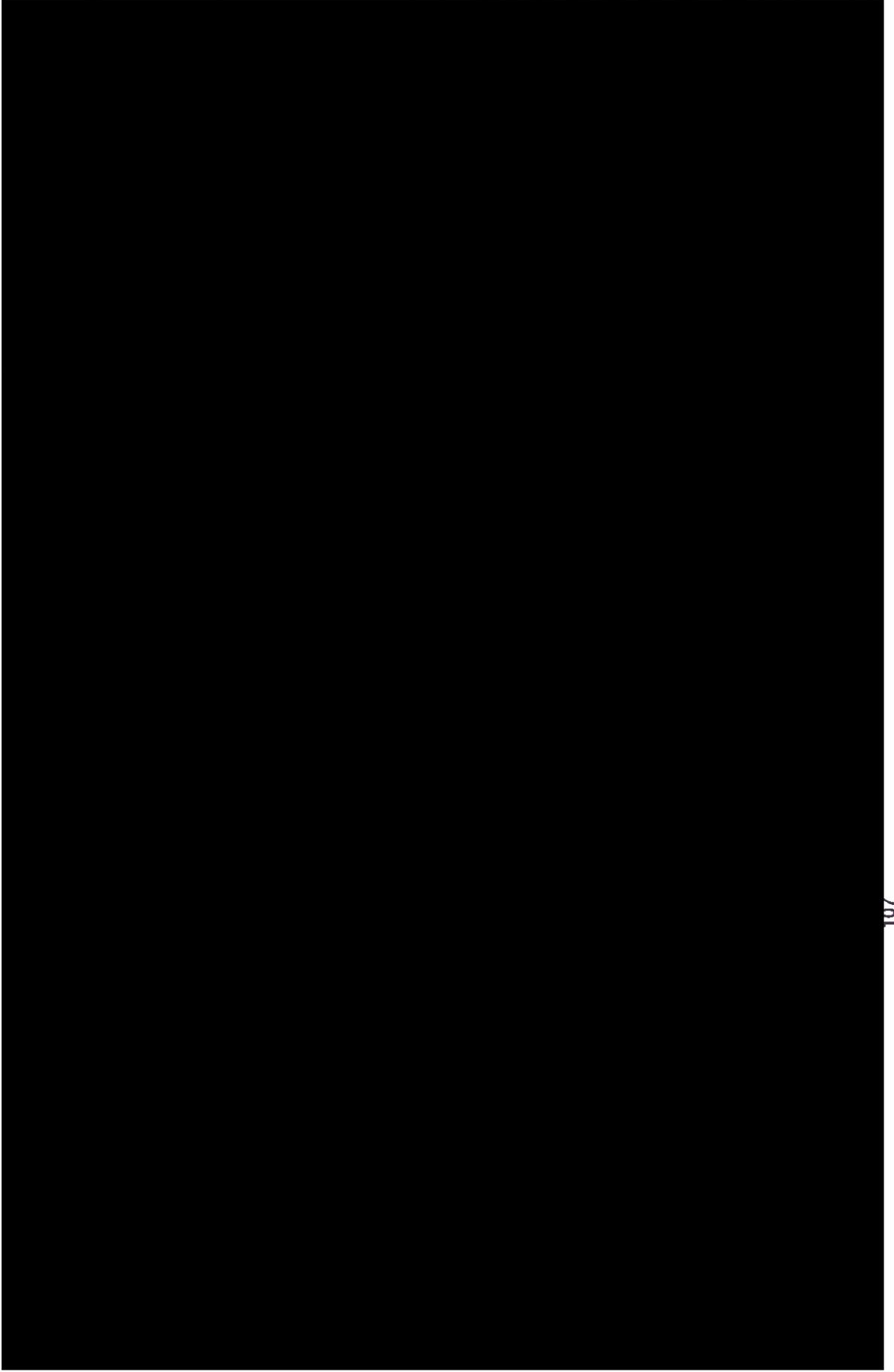
Catering Services - KPI Record															
Service Category	Service Element	Method of Measurement	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	
Food Standards and Sustainability	Food standards requirements	All supplies have been sourced as per the requirements in the Scope of Service													
Sales and Marketing	Sales procedures	Enquiries dealt with, appropriate event handover generated													
Contract Management	Contractor's Staff	Appearance and conduct of staff													
Contract Management	Statutory Compliance	Adherence to and timely completion of all statutory requirements													
Quality Assurance	Customer feedback	No negative feedback received													

GLA 80686 – GLA Catering Services at City Hall and the Café on Trafalgar Square

Catering Services - KPI Record														
Service Category	Service Element	Method of Measurement	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Quality Assurance	Competence, knowledge and capability	Timeliness and accuracy of invoicing and submission of KPIs.												
Overall Grading														

*KPIs will be subject to change by the GLA over the life of the contract to reflect issues and priorities that are encountered in the delivery of the specification

GLA 80686 – GLA Catering Services at City Hall and the Café on Trafalgar Square



4.1 Internal Hospitality Charges

4.1.1 Should the Authority require the Service Provider to arrange any Internal Hospitality, the Service Provider shall invoice the Authority the costs associated with the requirement in line with the costs outlined in Schedule 7, paragraph 7.9

SCHEDULE 5 PROFIT, PROFIT SHARE AND ROYALTY PAYMENTS

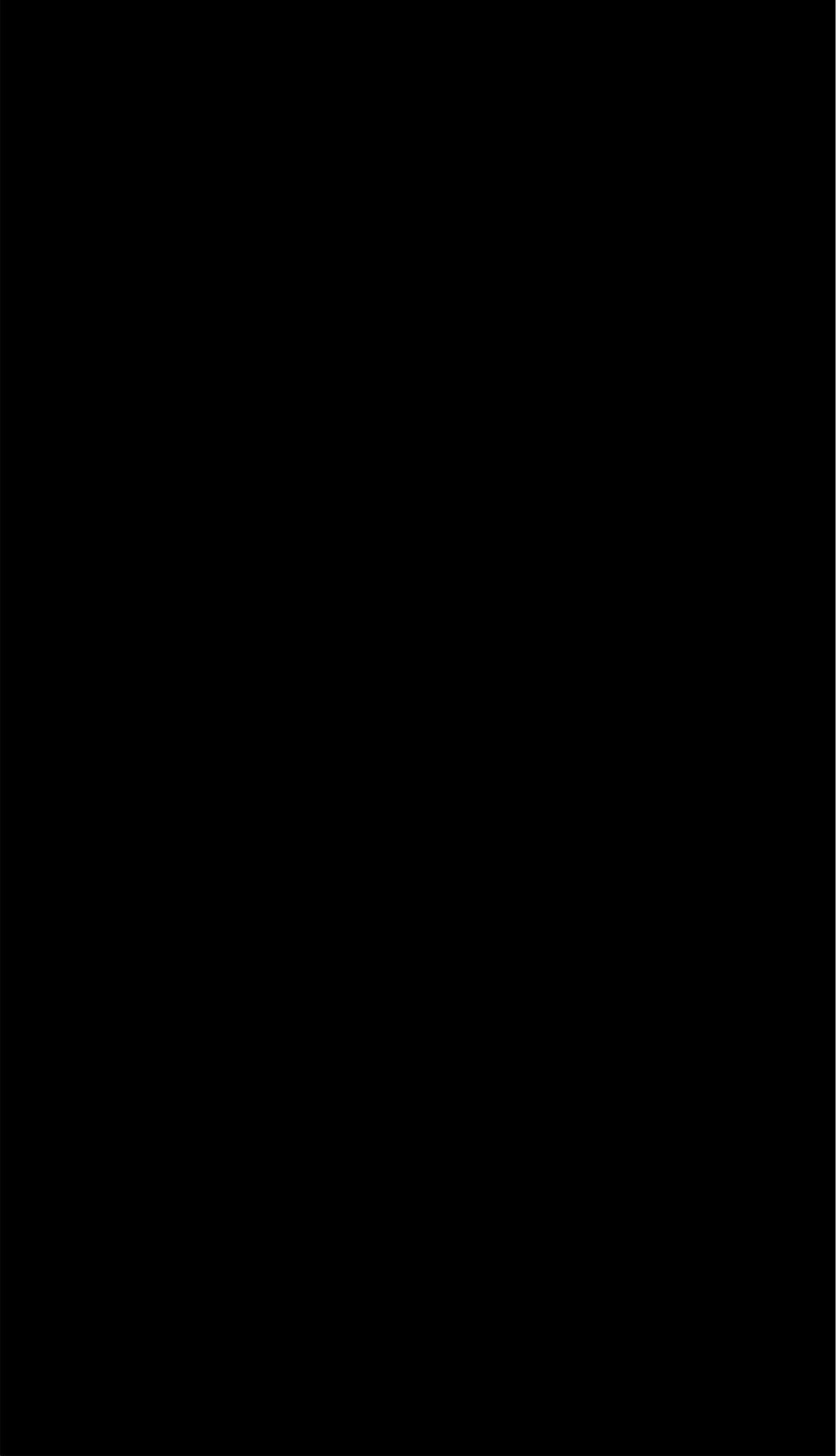
Schedule 5 consists of the Service Provider's Profit declaration for the Initial Term, in addition to the projected Profit Share and Royalty Payments due to the Authority for the Initial Term. The Authority will not be charged for any of the items specified in Schedule 5.

The Service Provider and the Authority acknowledge that the Profit levels, Profit Share and Royalty Payment sums proposed for the Initial Term are estimates based on the previous contract consumption levels and as part of the Service Providers tender submission.

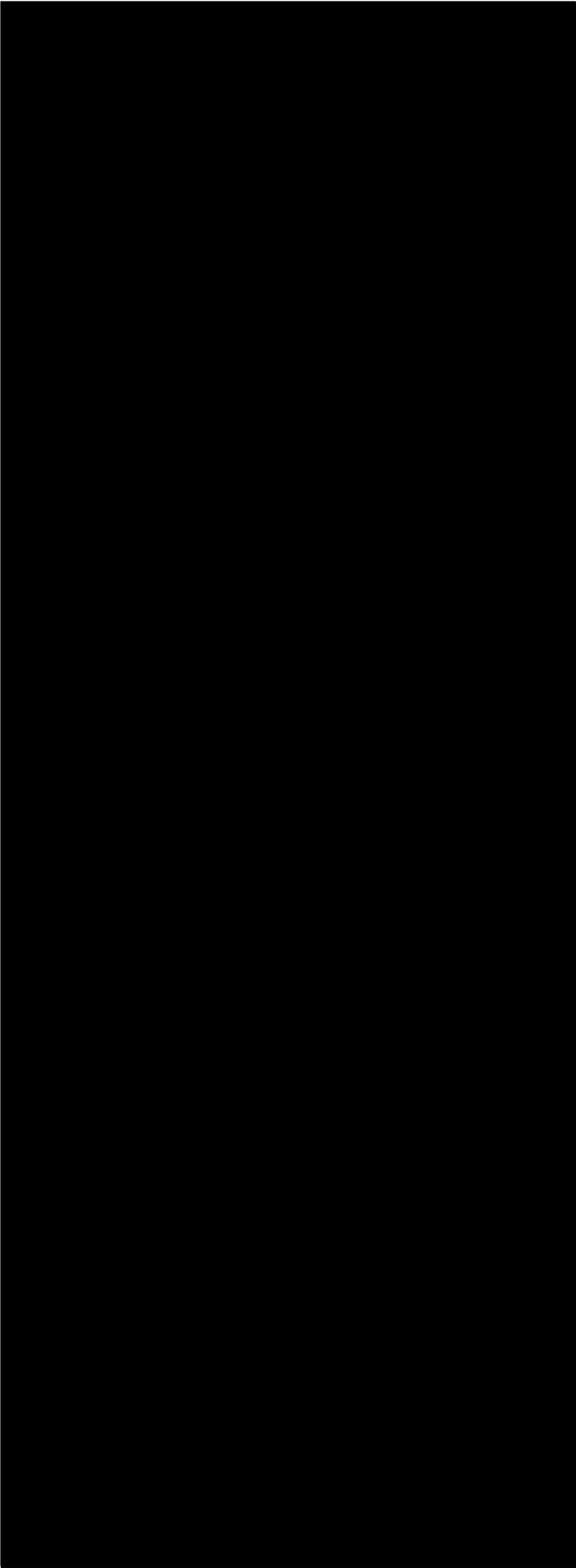
5.0 Profit

- 5.0.1 The Service Provider's Profit levels declared in this Section 5.0 will be used as part of the Key Performance Indicators, as detailed in section 10.2-10.7 of the Specification (Schedule 3) and;
- 5.0.2 Should the Authority decide to extend the Contract beyond the Initial Term in accordance with Clause 2 of the terms and conditions, the Service Provider will resubmit their Profit Levels for the applicable Extended Term, three months prior to the start of the relevant Extended Term.

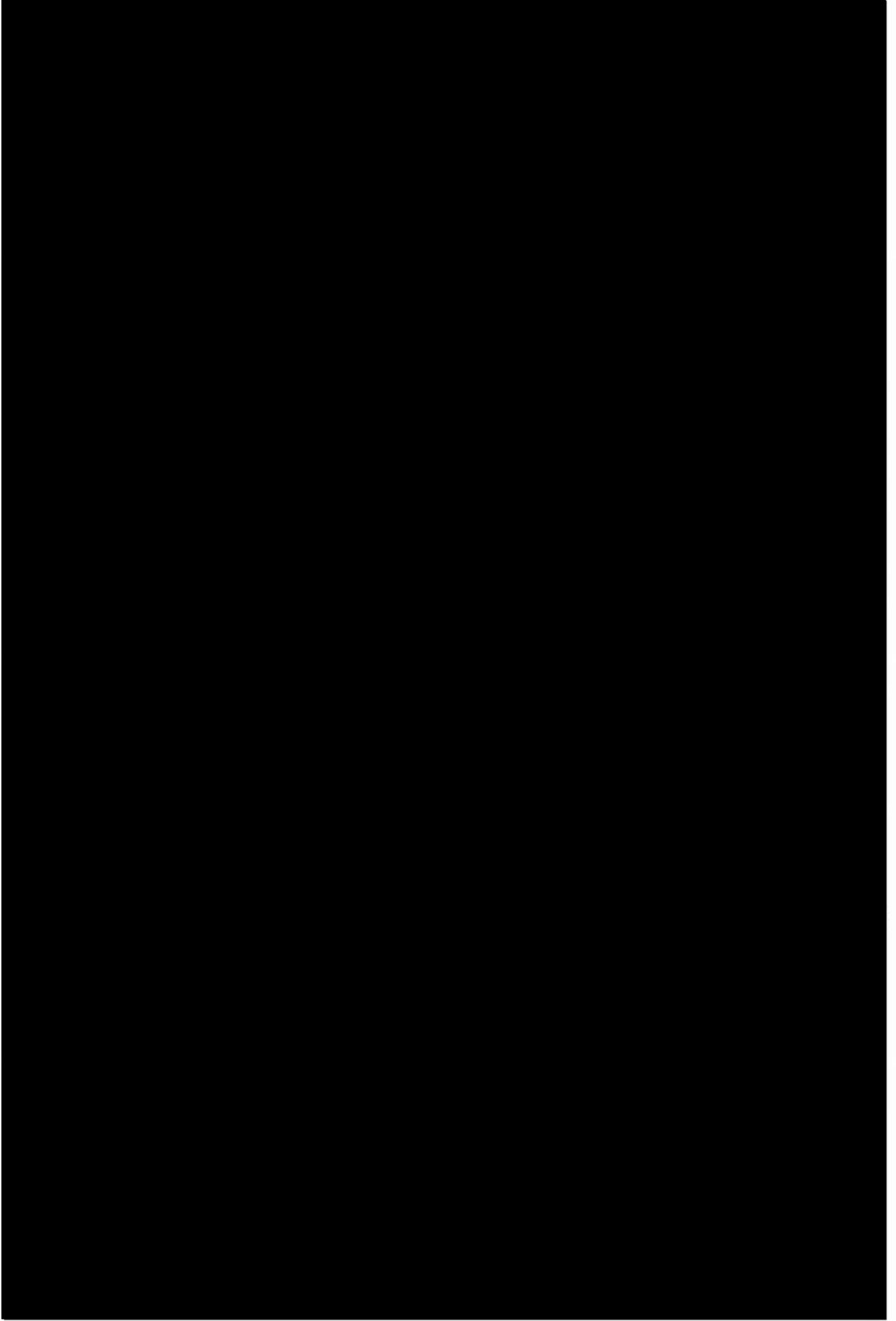
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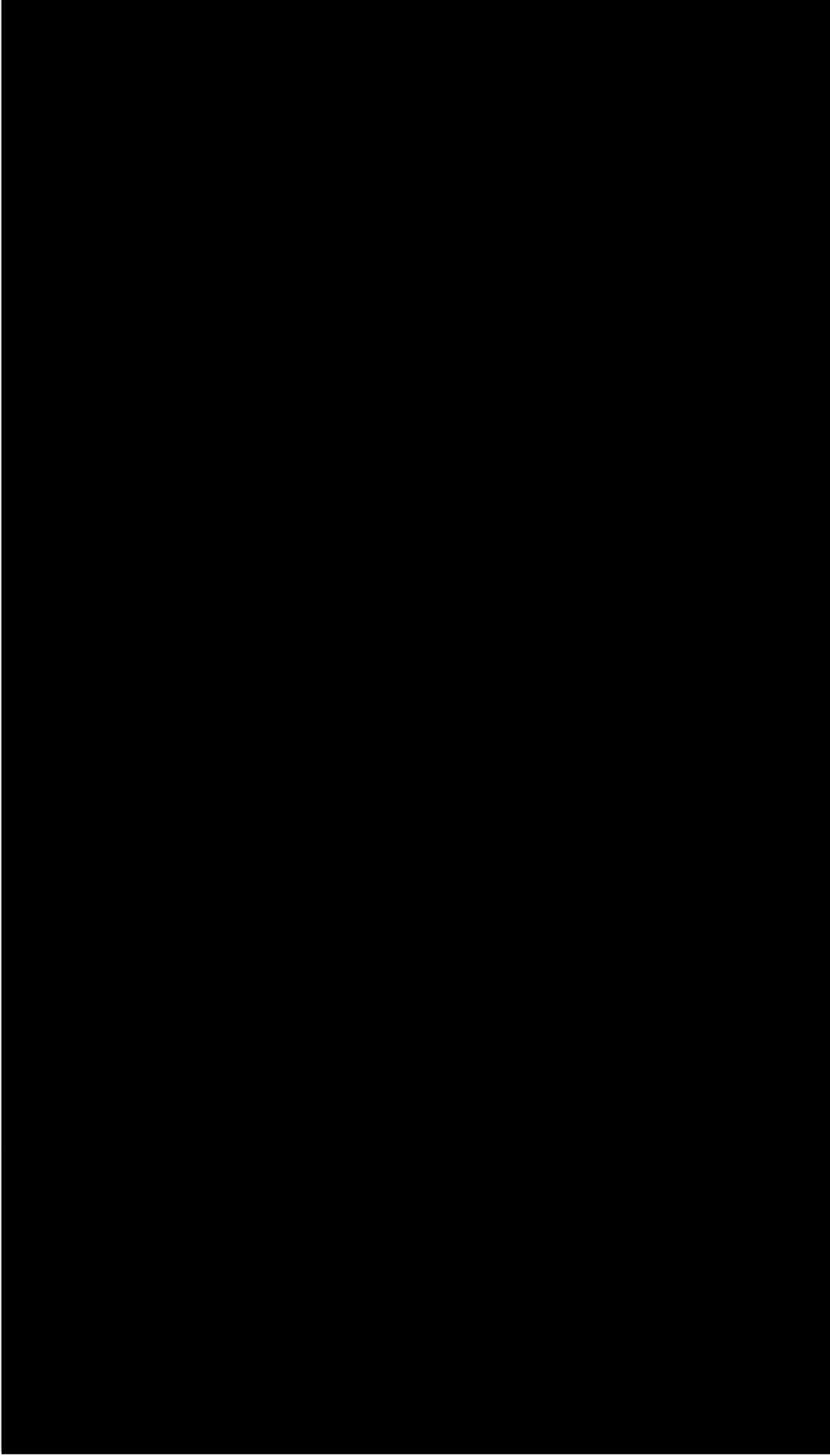


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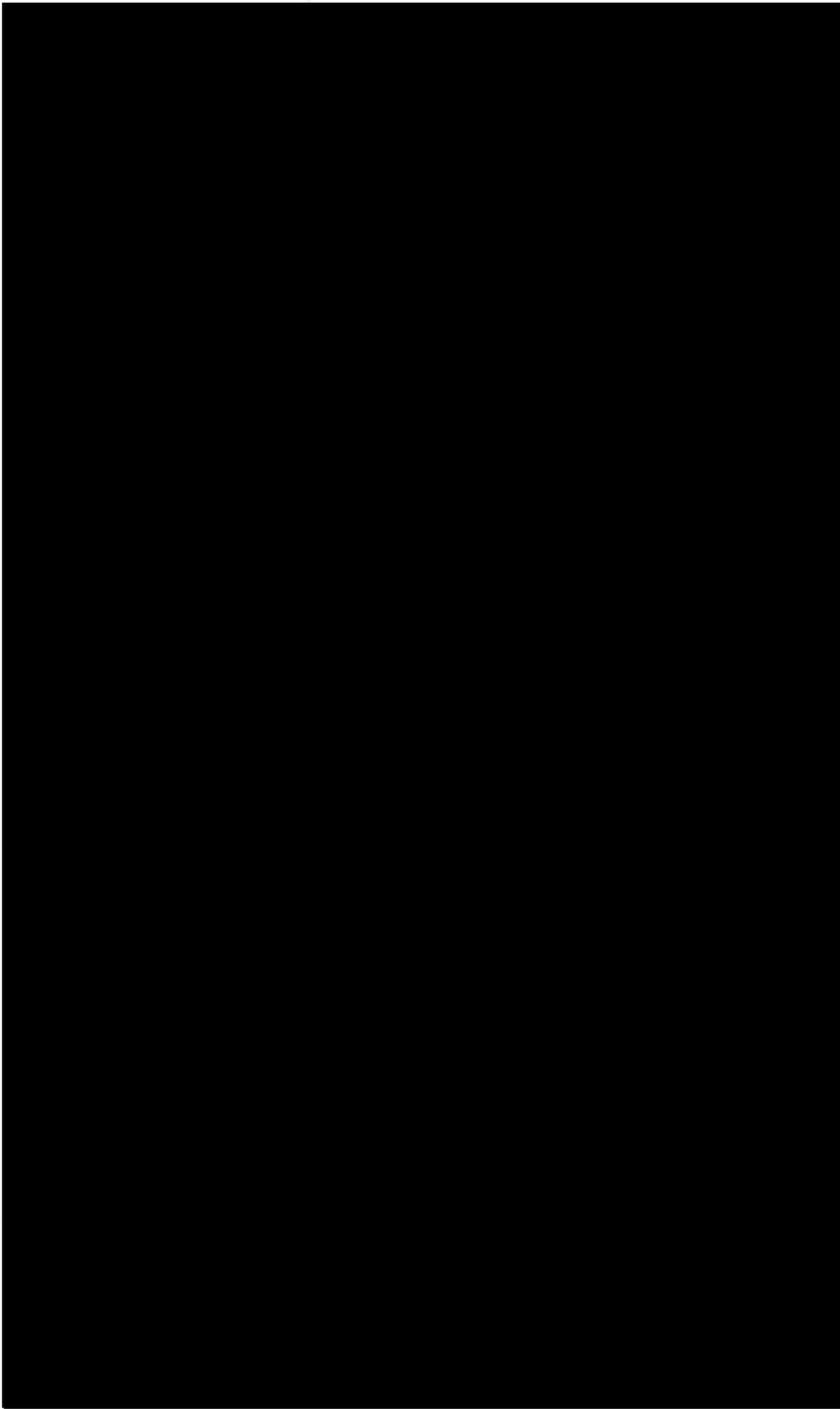


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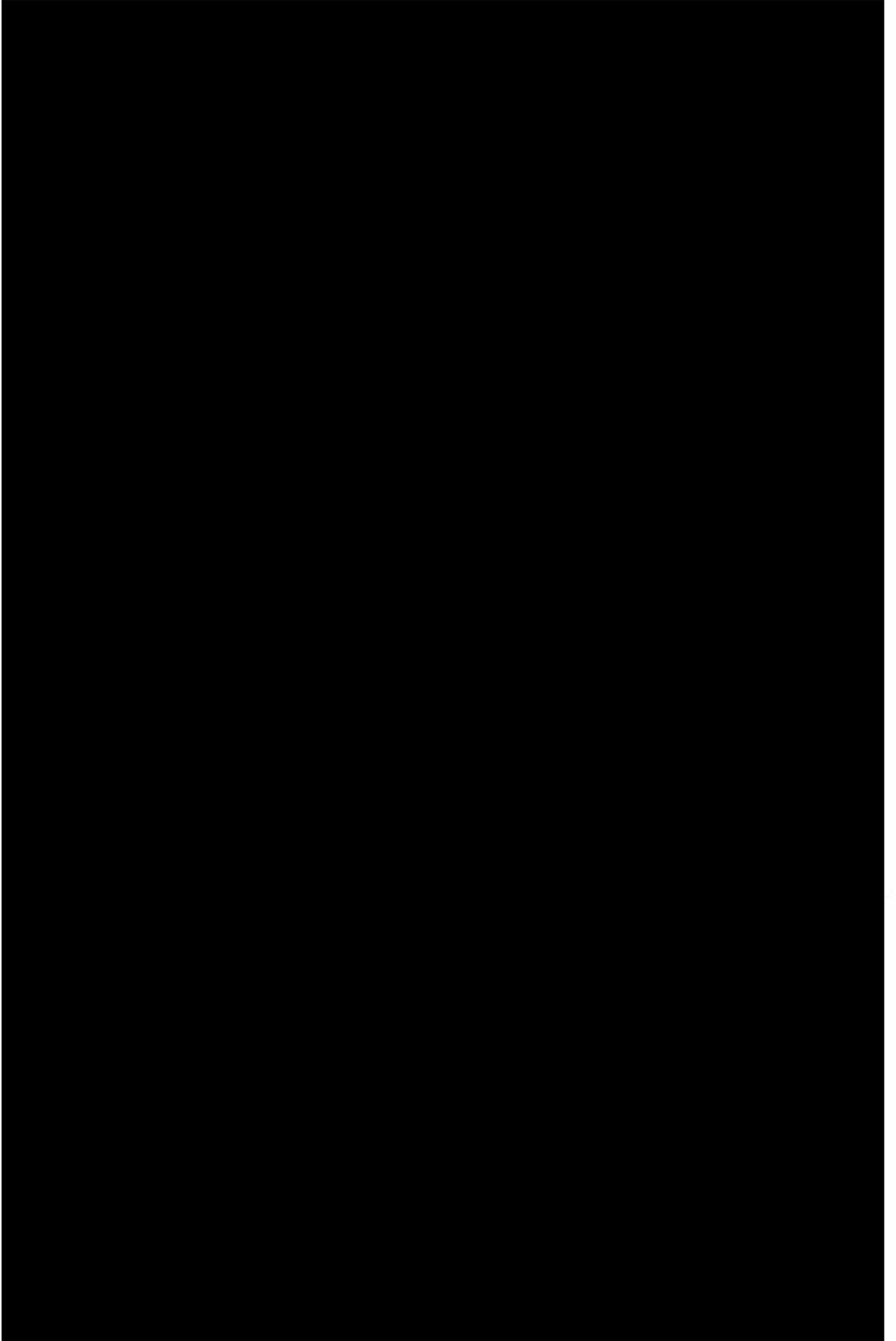


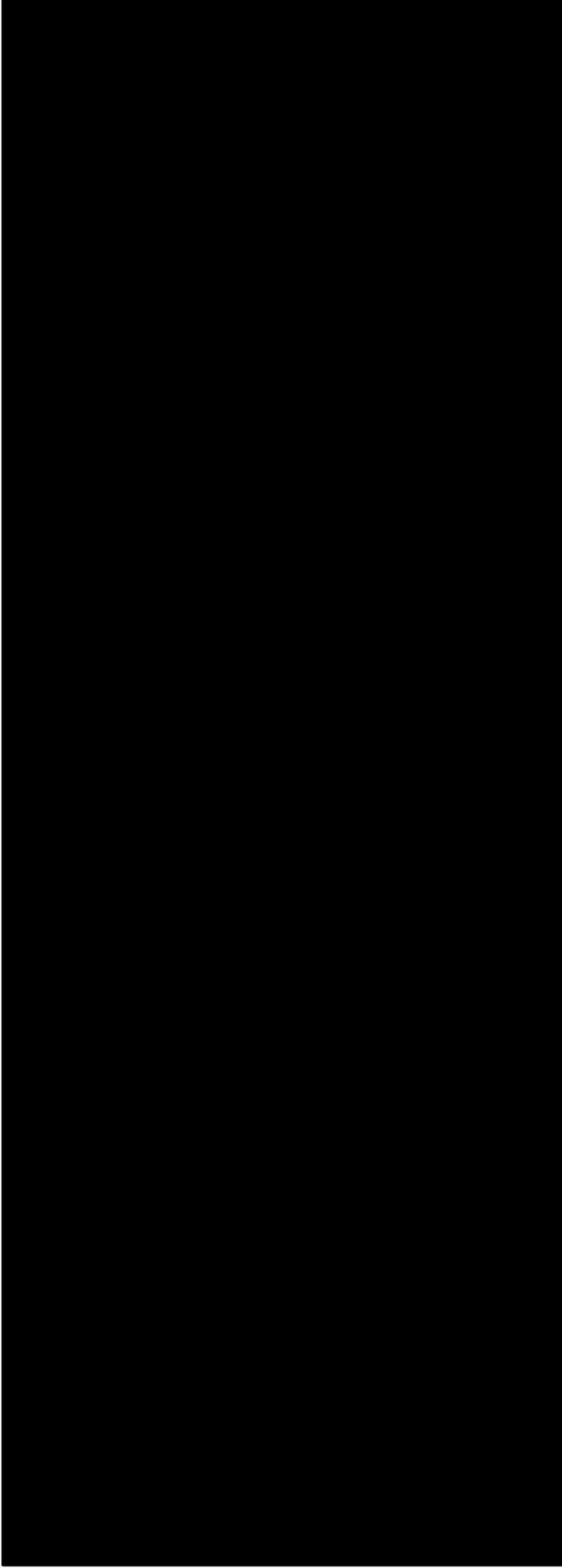


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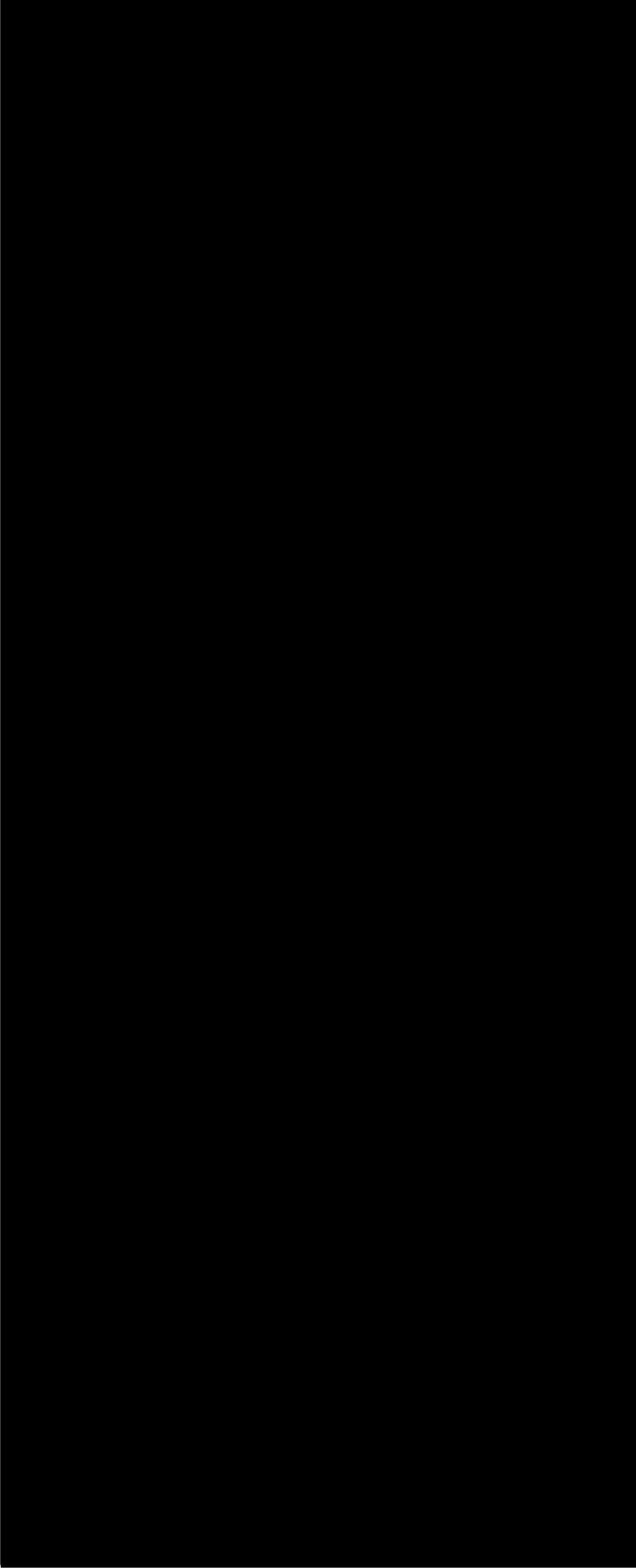


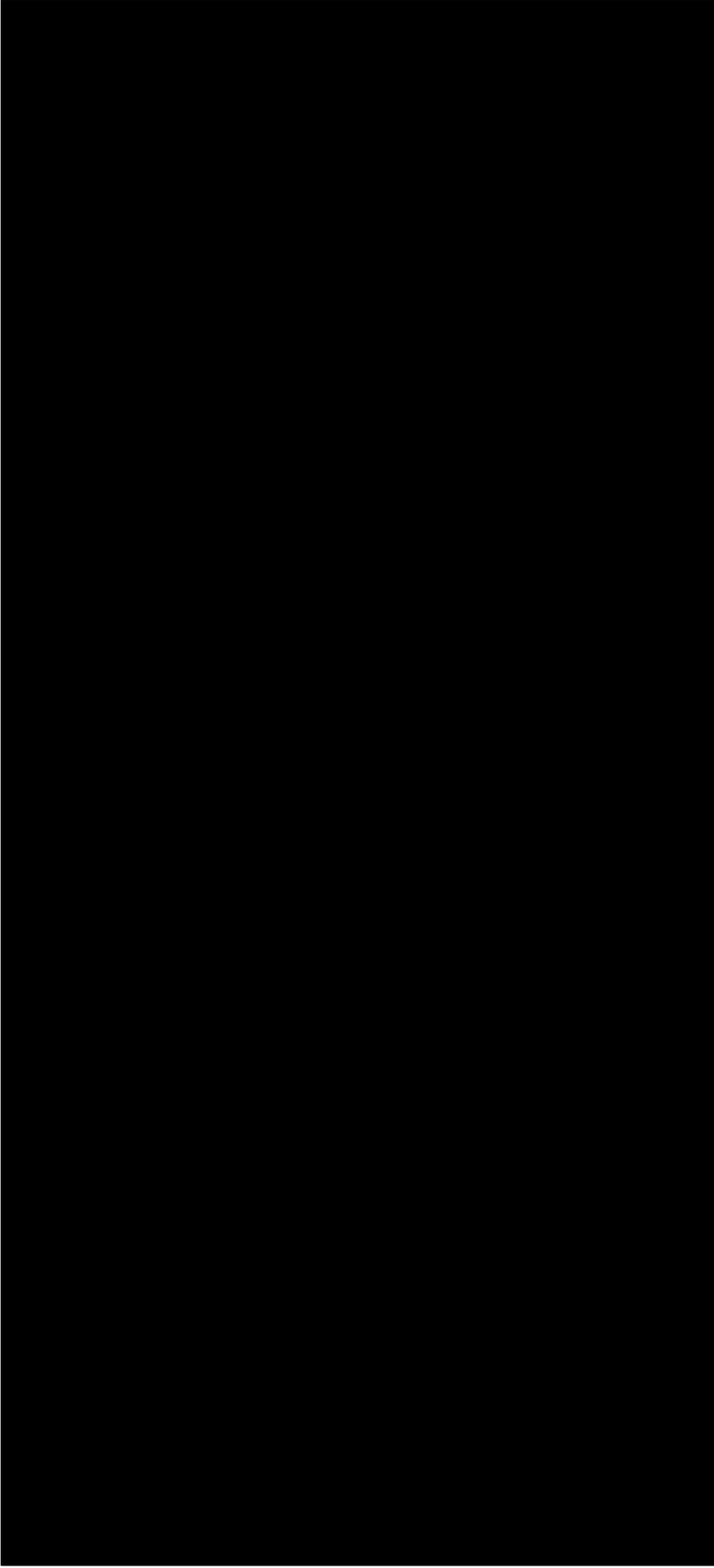
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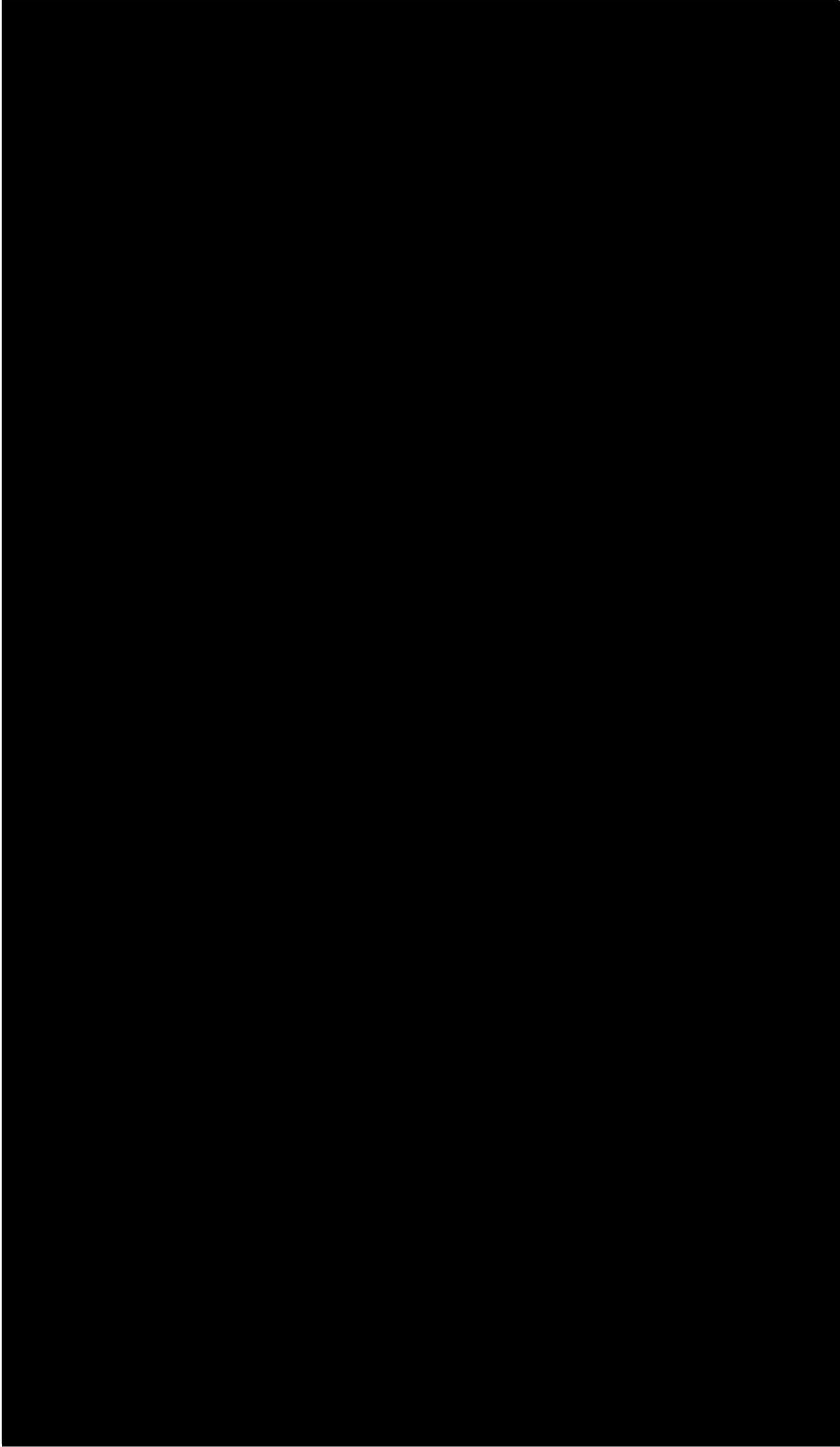


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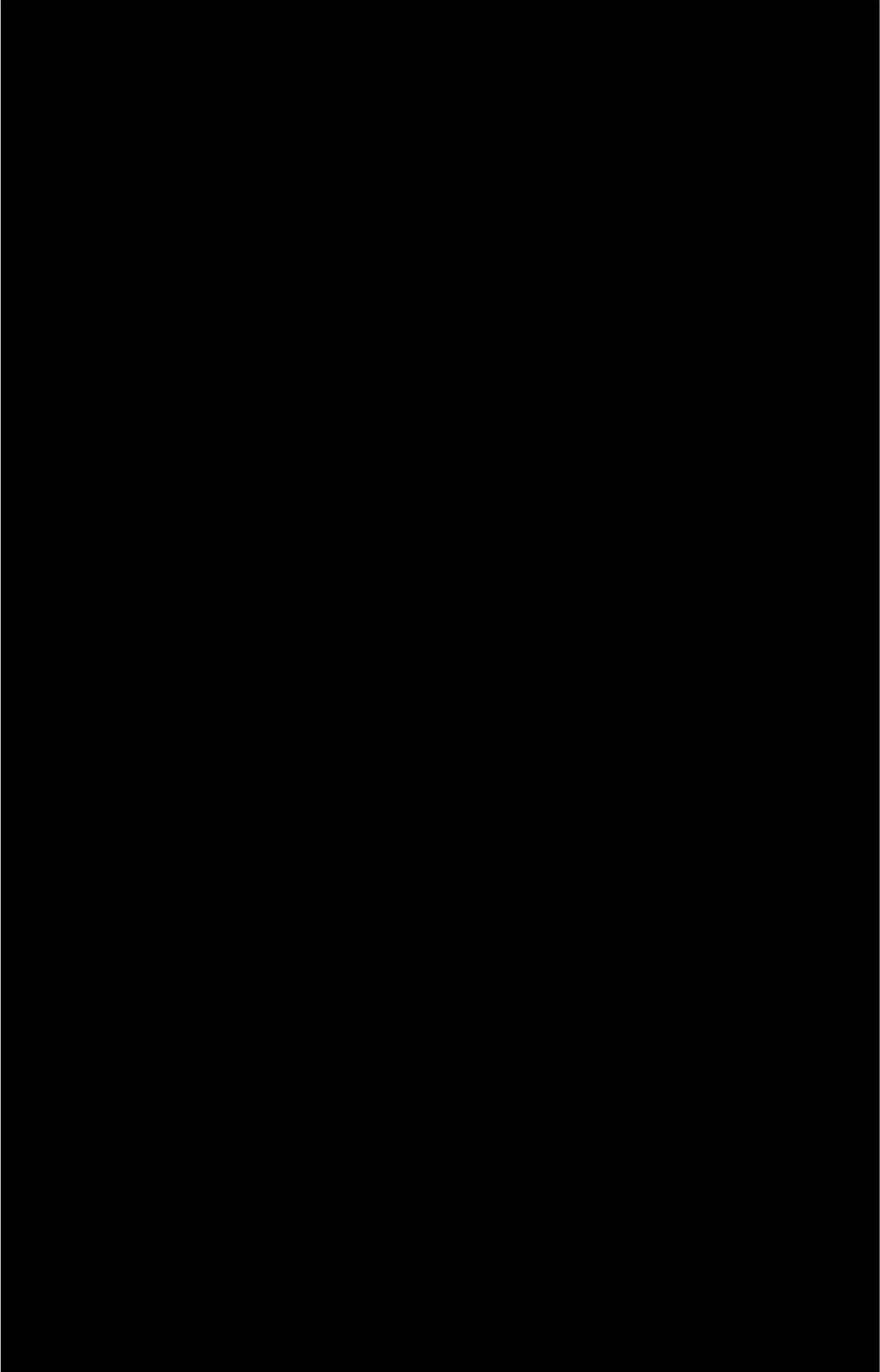




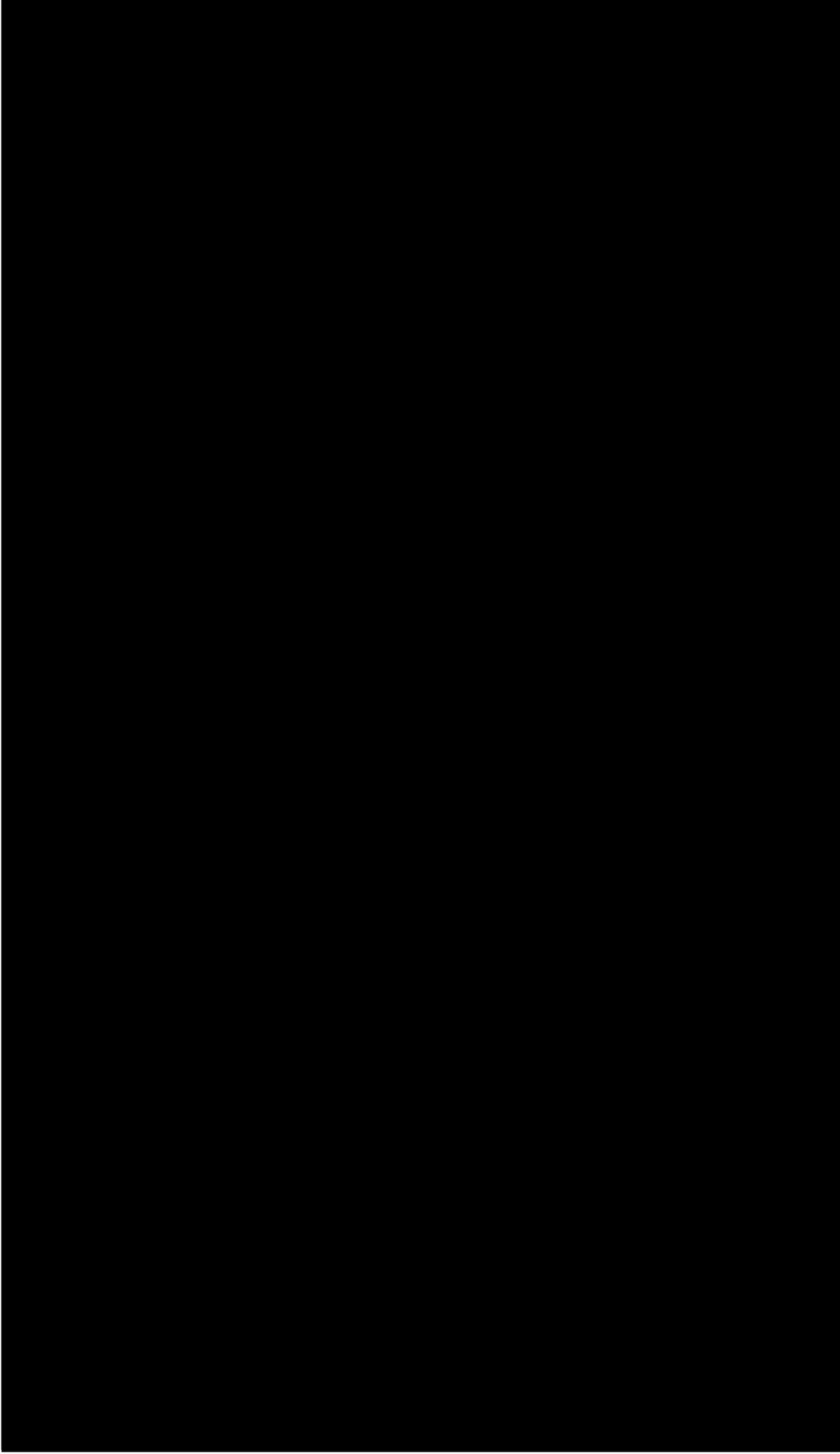
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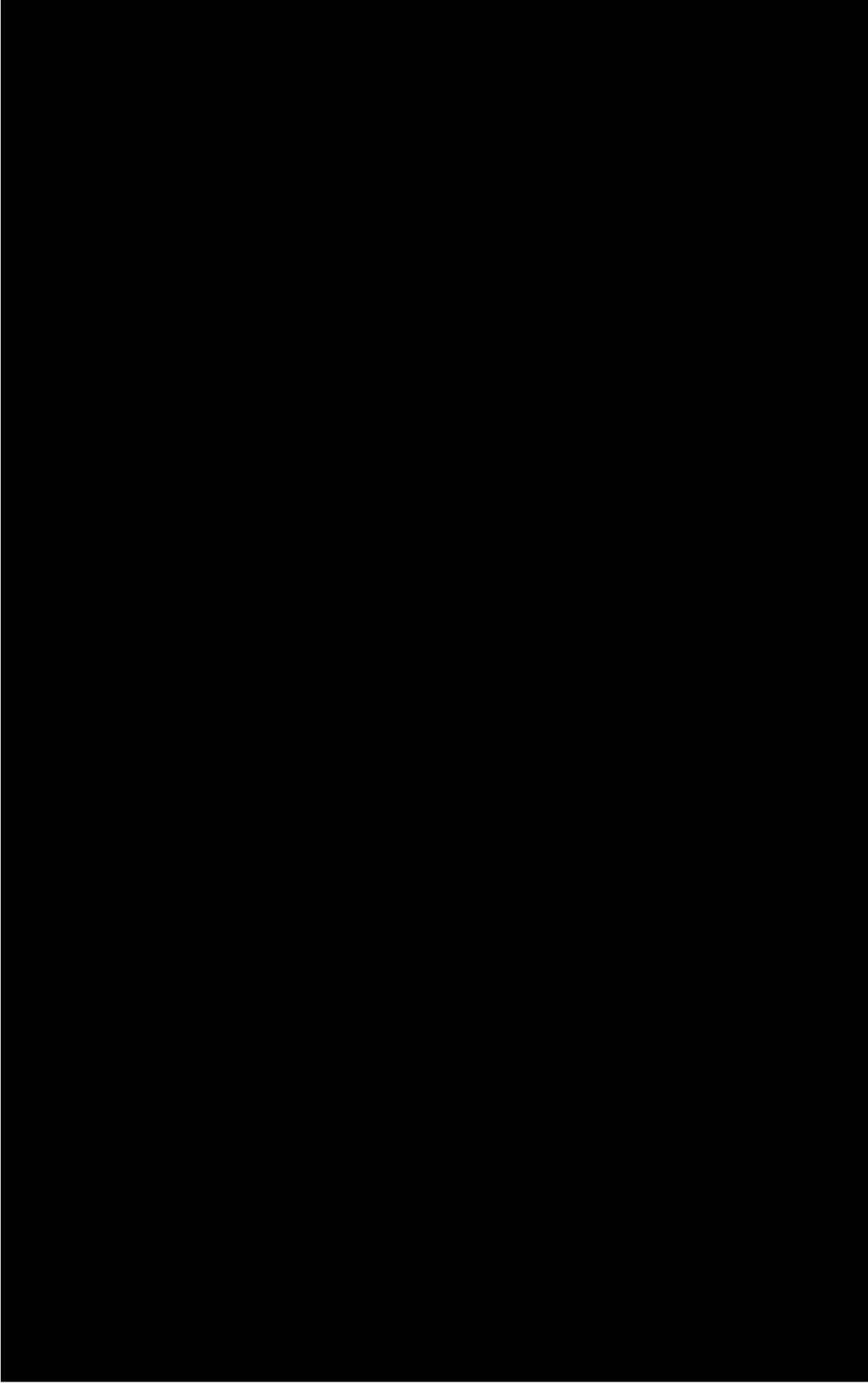
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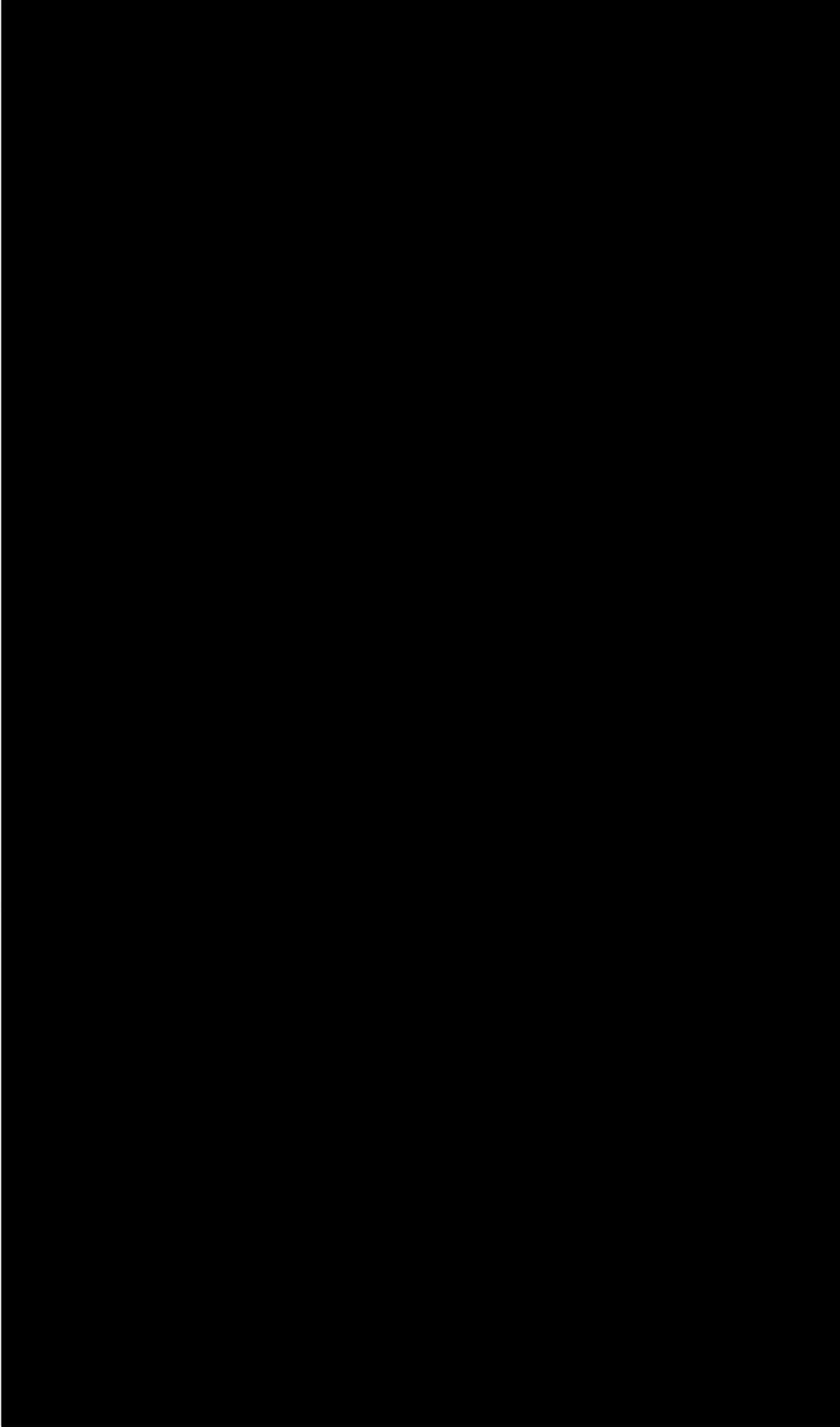


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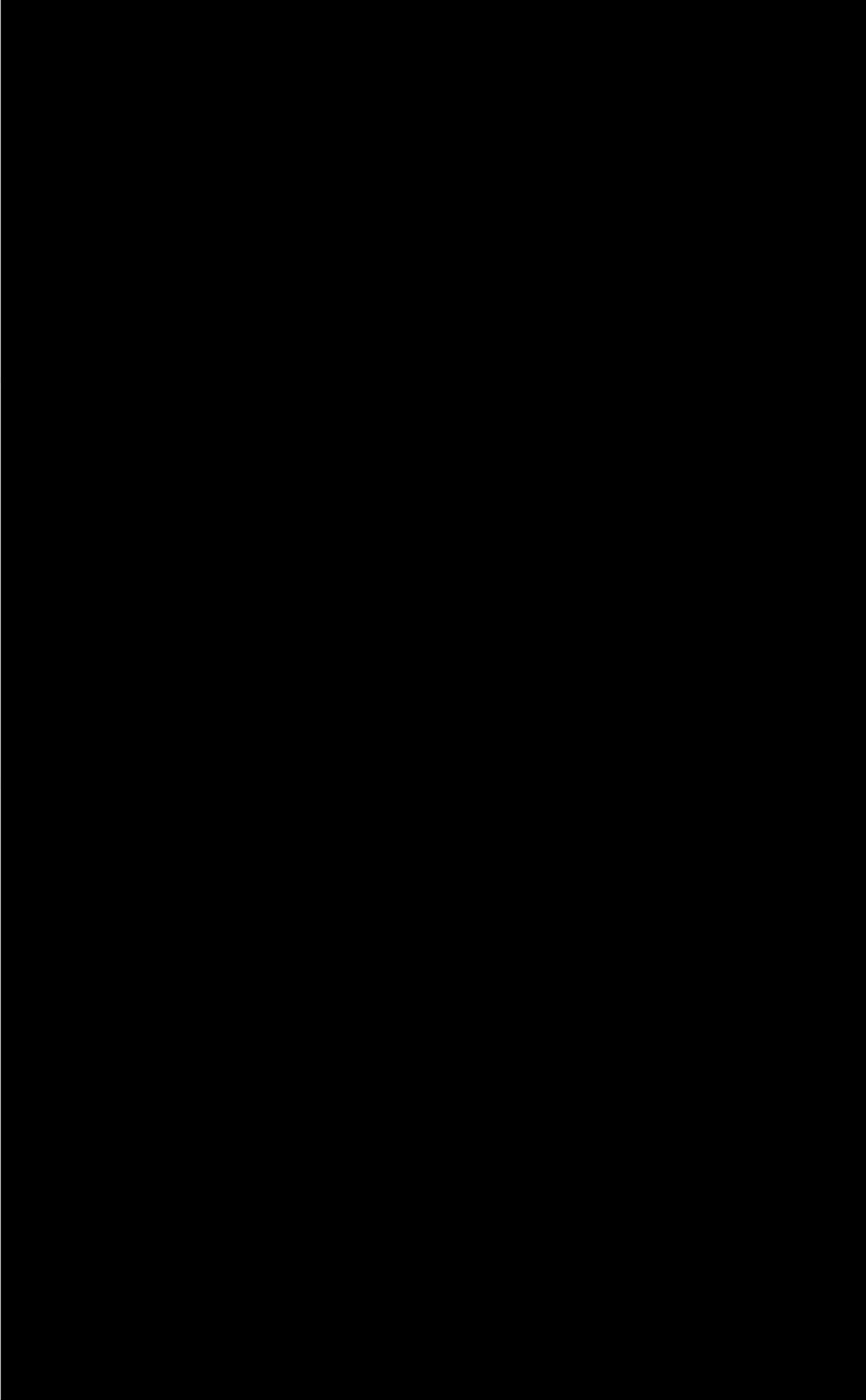


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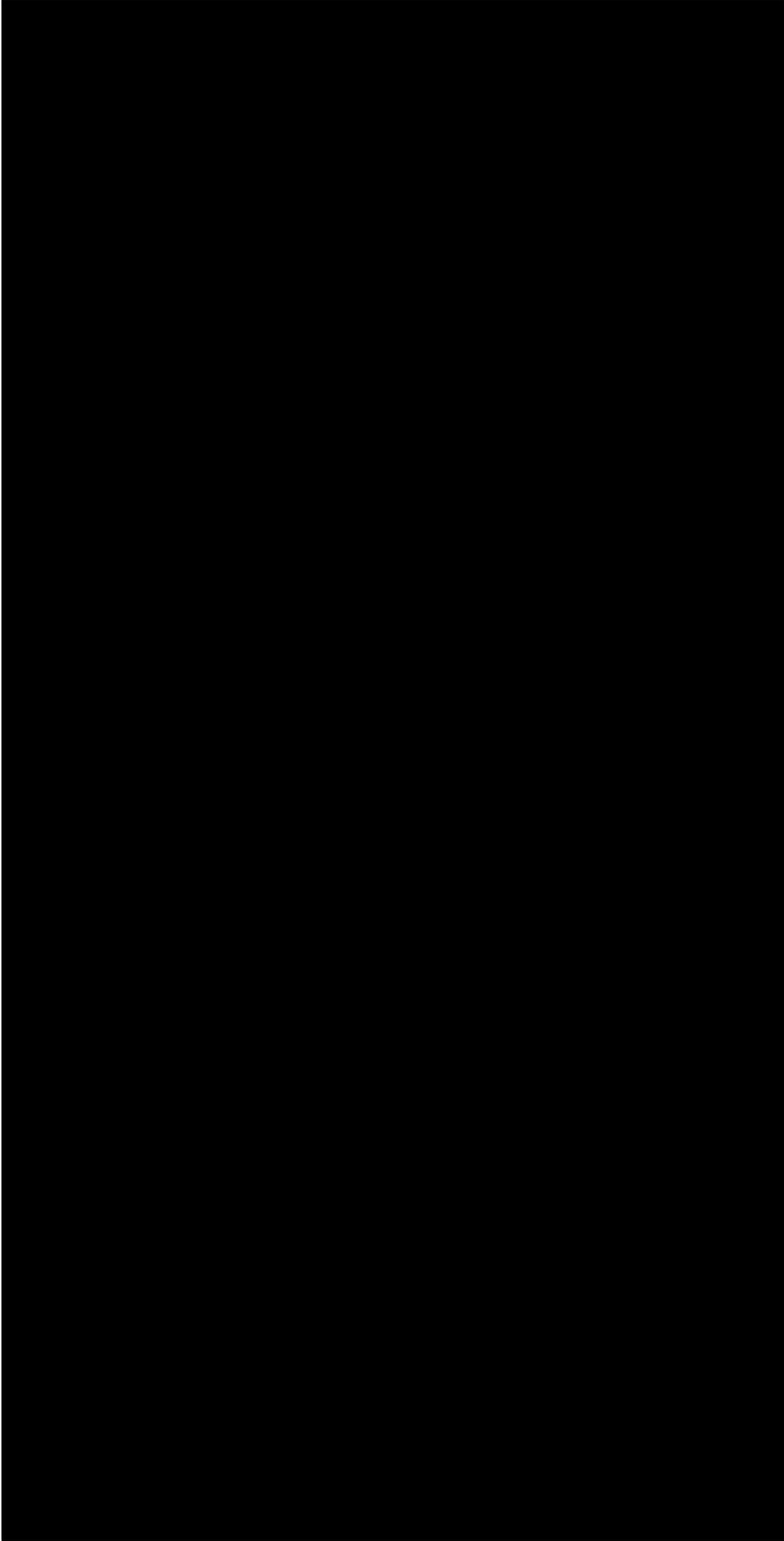




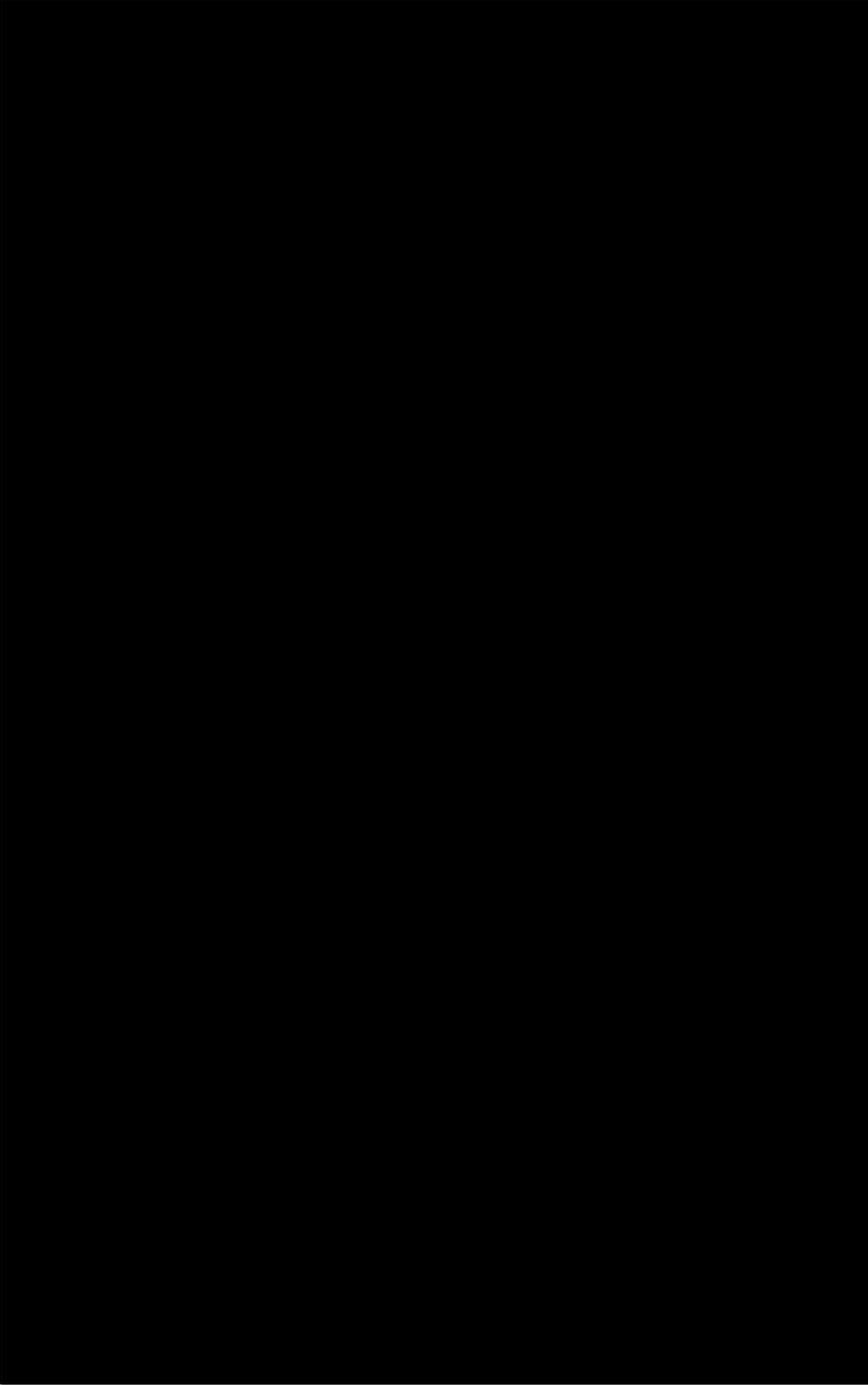
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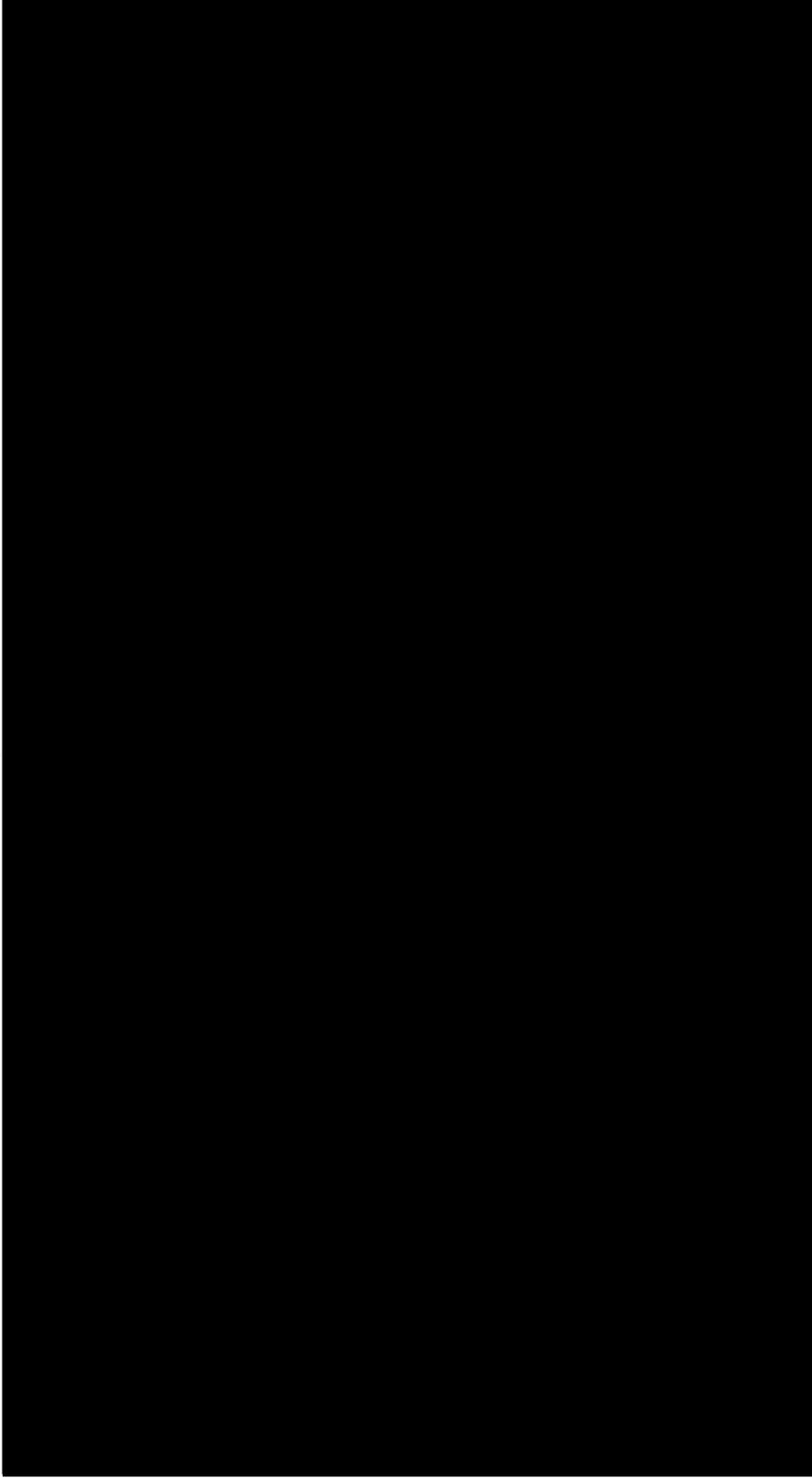


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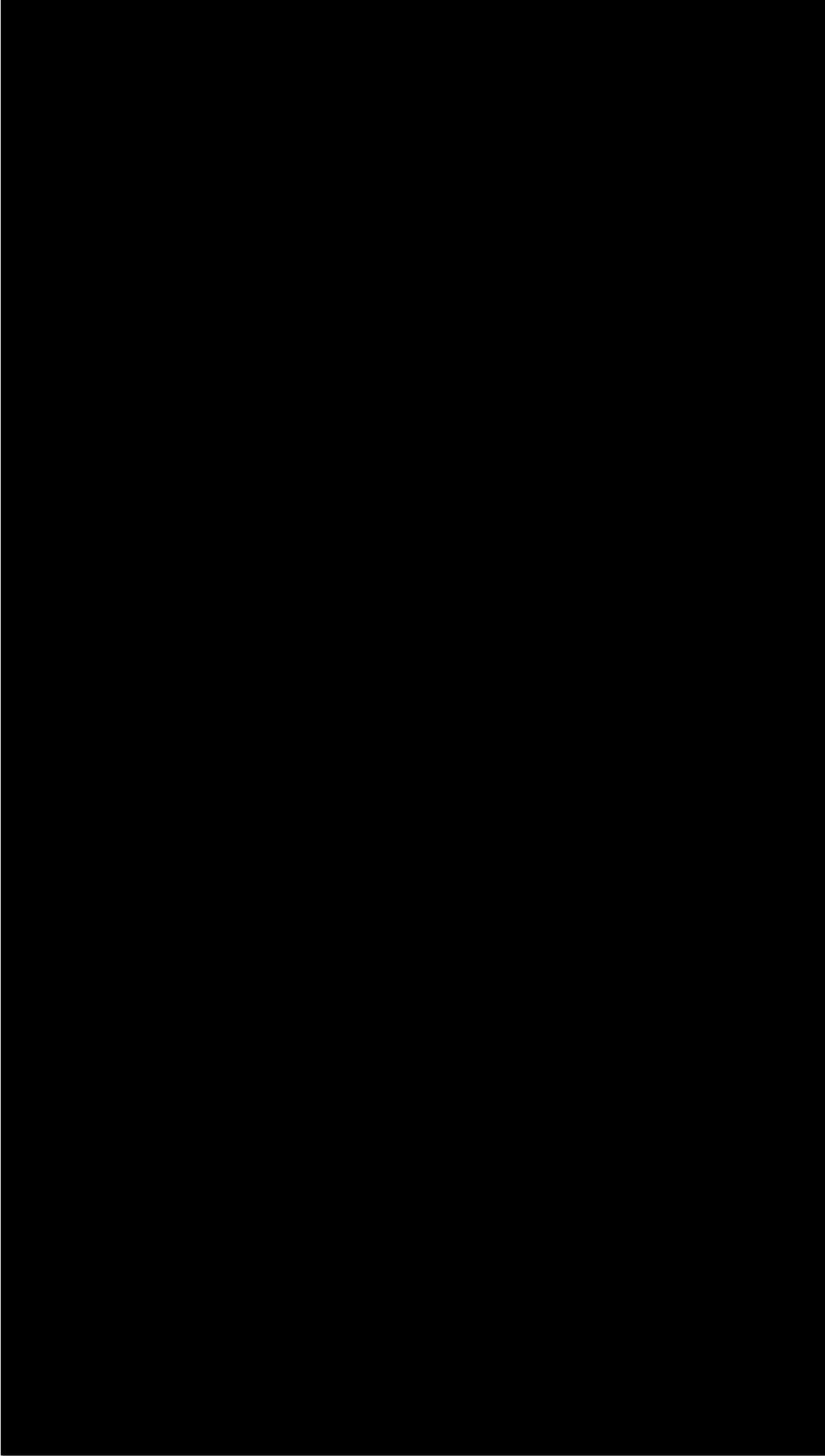


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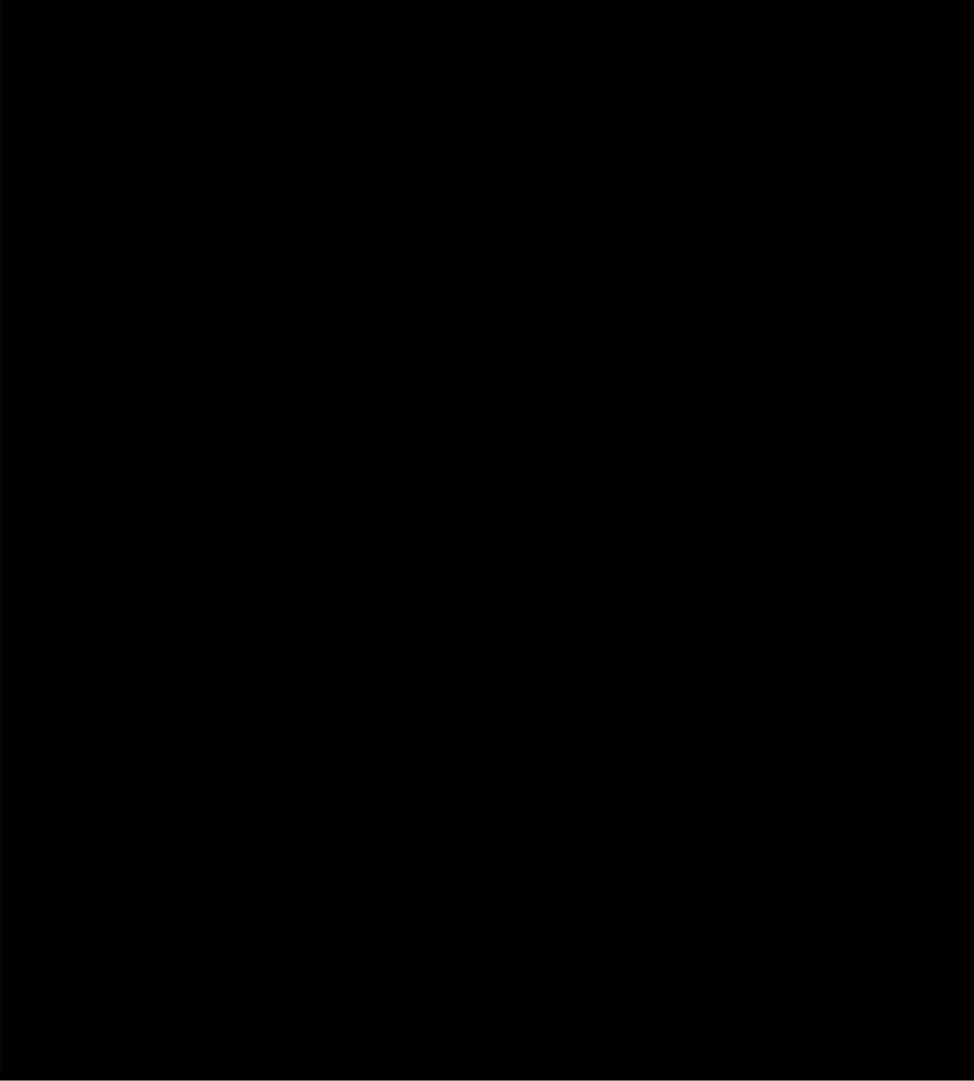




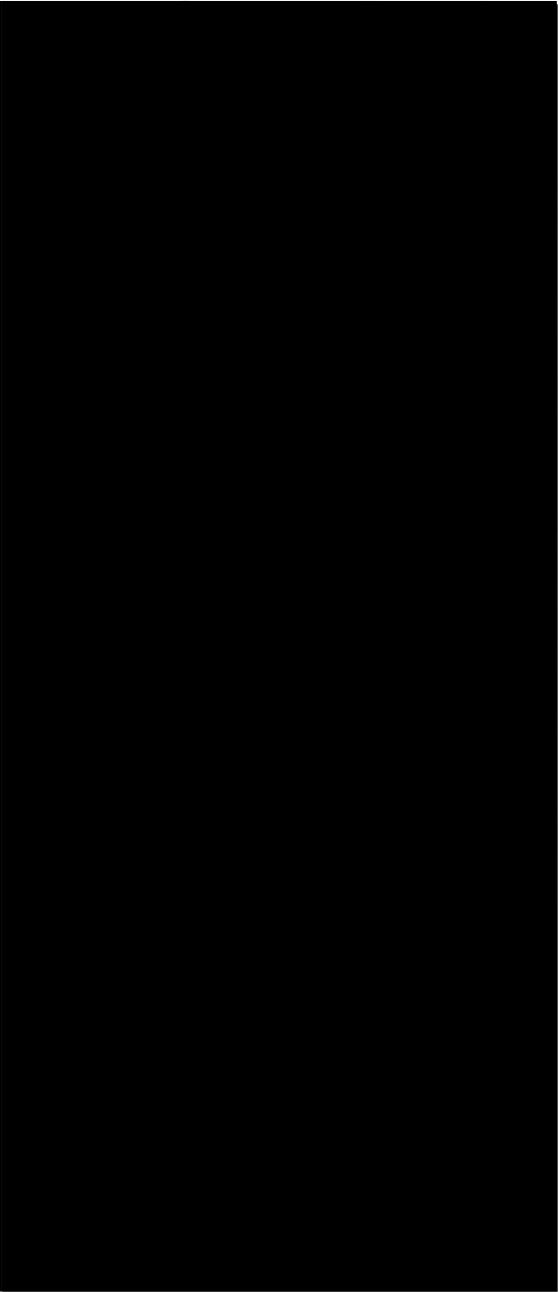
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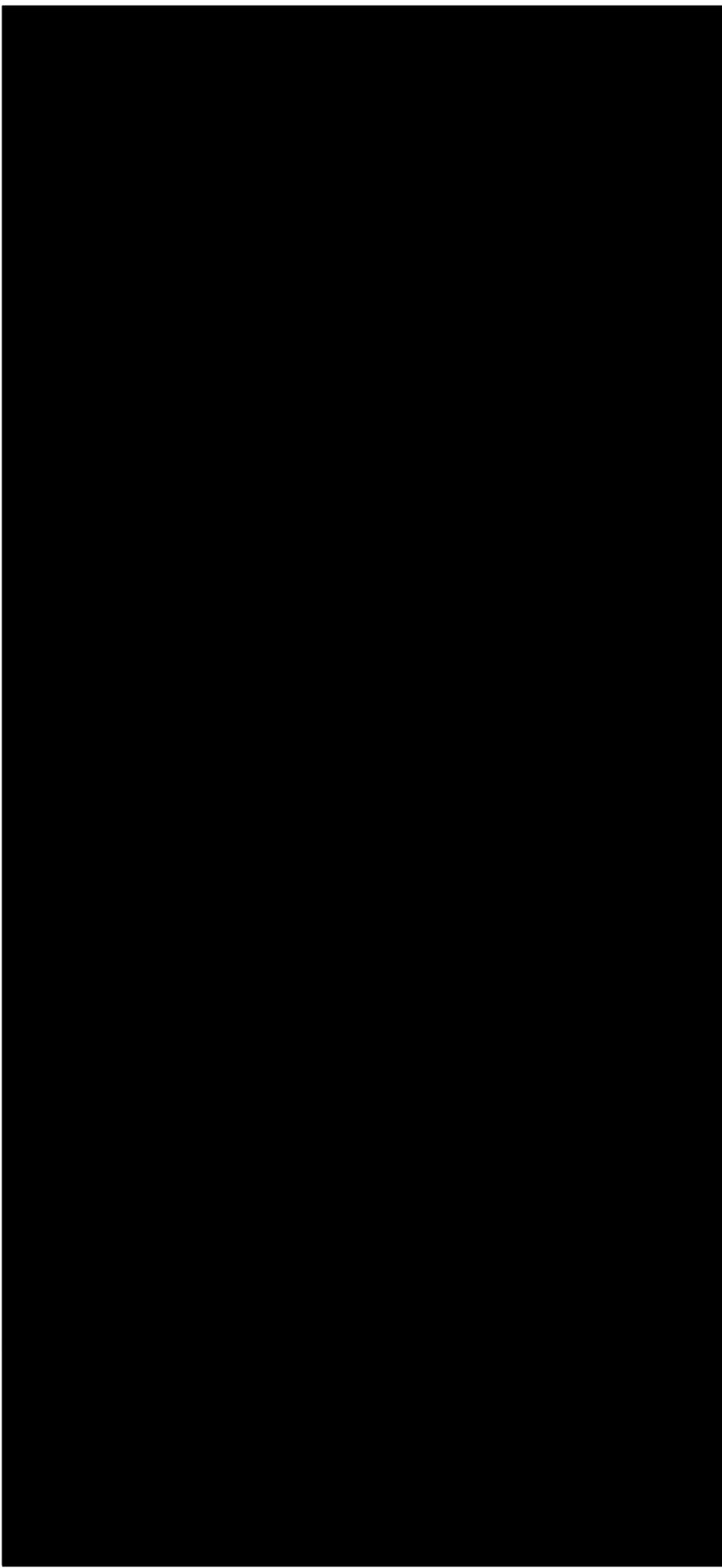


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SCHEDULE 8 Capital Investment

Schedule 8 includes the Capital Investment proposal the Service Provider will deliver during the Initial Term subject to Schedule 2. The Authority is not liable for any of the costs outlined below subject to Capital Expenditure Reclaim.



SCHEDULE 9 - FORM FOR VARIATION

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

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	

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

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

