

LOT 2 (FIRE) - MARCH 2017

Table 19	
Critical Success Factor	Value
Key Performance Indicator	V2 – Additional Works
Performance Indicator	V2B – Applicable products sourced from ECA
PI Measure	The percentage of audits carried out by the Company confirming the Supplier's compliance with the requirements set out in Clause 77 (Enhanced Capital Allowances) of the Contract.
PI Purpose	To enable the Company to support its claim to HM Revenue and Customs in relation to Enhanced Capital Allowances.
PI Event Definition	The number of audits carried out by the Company which demonstrate the Supplier's failure to comply with its obligations under Clause 77 (Enhanced Capital Allowances) of the Contract, expressed as a percentage of the total number of audits undertaken by the Company.
PI Monitoring Methods	<p>The Company shall, during each Period, carry out random audits of the materials provided by the Supplier in relation to, but not limited to, planned preventative maintenance activities, fault and repair maintenance activities and Additional Works.</p> <p>The Company will collate the results from the random audits undertaken during each Period and determine the number of audits which confirm compliance by the Supplier with its obligations under Clause 77 (Enhanced Capital Allowances) of the Contract (the "Satisfactory Audits"). The Company will also record the total number of audits undertaken in the Period (the "Total Audits") to give a percentage success rate:</p> $\text{Percentage success rate} = \frac{\text{Satisfactory Audits}}{\text{Total Audits}} \times 100$
Supplier Responsibilities	The Supplier shall provide information to the Company in accordance with its obligations under Clause 77.3 (Enhanced Capital Allowances) of the Contract as part of each Payment Application.
Performance Levels	
Level 1 - Meets Requirements	Percentage success rate is greater than or equal to 97%
Level 2 - Below Requirements	Percentage success rate is between 94% and 96.99%
Level 3 - Unsatisfactory	Percentage success rate is less than 94%
Quarterly Contract Scorecard	For the Quarterly Contract Scorecard, the score attributed to each level is as follows: Level 1 = 100%, Level 2 = 50% and Level 3 = 0%.



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Schedule 12c: Appendix 1

Feedback Surveys

To be provided by the Company within 6 weeks of the Commencement Date. Provision shall not constitute a variation and the Supplier shall not be entitled to any adjustment to the Target Cost or relief from its obligations or Abatements as a result of such provision by the Company.



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Schedule 12c: Appendix 2

Emergency Clearance Times, Standard Clearance Times and Service Points

- The Supplier shall attend and rectify faults and requests for Reactive Maintenance within the timescales below.
- Attendance and Rectification Times shall start at the same time and shall run concurrently and timescales shall be measured from the time the Supplier receives a fault notification/requirement to deliver Reactive Maintenance from the Company.
- The Supplier shall provide a 24/7 call centre capability to respond to all faults reported by the Company. The Supplier’s call centre facility shall be the contact point for the Company and must be operated at all times by suitably trained and competent staff. The call centre facility shall receive from and share data with the Company as required.
- The Supplier shall close out all faults/issued work orders within 2 hours of leaving site.

Priority Level	Priority Name	Description	Action	Service Level
1	Emergency	Faults which present an immediate & serious risk to customer or operational safety or security, involve critical assets or which significantly restrict or prevent normal operation and use of the Site.	Attend	Within 2 Hours
			Permanent rectification OR interim rectification & make safe	Within 4 Hours
			Further attendance and permanent rectification	Within 48 Hours
2	Urgent	Faults which are not deemed as Level 1 but which adversely affect customer or operational safety or security or restrict the normal operation of the Site without disruption or inconvenience.	Attend	Within 2 hours
			Permanent rectification OR interim rectification & make safe	Within 24 hours
			Further attendance and permanent rectification	Within 48 hours
3	Non-Urgent	Faults which impinge on the normal operation or use of the Site but which do not cause immediate disruption or inconvenience. No impact on safety.	Permanent rectification	Within 4 days



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SCHEDULE 12d: PAYMENT ABATEMENT

1. General

- 1.1. In accordance with Clause 20 (Supplier Performance), payments due to the Supplier from the Company are subject to the Company's right to levy Abatements for failure to achieve the levels of service delivery for each KPI and PI as set out in this Schedule 12 (Performance Measurement).
- 1.2. Schedule 12b (Performance Measurement Matrix) sets out the PIs which shall result in an Abatement being levied by the Company in the relevant Period in the event of the Supplier's performance being assessed to be either "Below Requirements" or "Unsatisfactory" in relation to that PI.
- 1.3. The method of calculation of Abatements is set out in paragraph 2 and an example Abatement calculation is provided (for illustrative purposes only) in paragraph 3.

2. Method of calculation

- 2.1. The PIs are assessed in accordance with Schedule 12c (Performance Measurement) for each Delivery Unit.
- 2.2. The payment due to the Supplier for each Delivery Unit is abated on the basis of the assessment made for each of the Abating PIs for that Delivery Unit in accordance with the following table:

For each Abating PI assessed as "Below Requirements", the Delivery Unit payment due to the Supplier for that Period is abated by:	For each Abating PI assessed as "Unsatisfactory", the Delivery Unit payment due to the Supplier for that Period is abated by:
0.5%	1.0%



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3. Example Abatement Calculation (for illustrative purposes only)

Abating PI assessment	TfL Business Area				
	BCV	SSL	JNP	TfL Corporate	Surface
Planned maintenance completed against plan	Meets requirements	Unsatisfactory	Meets requirements	Meets requirements	Meets requirements
Emergency faults rectified on time	Below requirements	Meets requirements	Meets requirements	Meets requirements	Meets requirements
Standard faults rectified on time	Meets requirements	Meets requirements	Meets requirements	Meets requirements	Meets requirements
Service points against threshold	Meets requirements	Unsatisfactory	Below requirements	Meets requirements	Meets requirements
Critical building availability	Meets requirements	Meets requirements	Meets requirements	Meets requirements	Meets requirements
Asset reporting	Meets requirements	Meets requirements	Meets requirements	Below requirements	Meets requirements
TfL audit of safety & environmental performance	Below requirements	Meets requirements	Meets requirements	Below requirements	Meets requirements
Accuracy of applications for payment	Meets requirements	Meets requirements	Unsatisfactory	Below requirements	Meets requirements
Number of PIs assessed as 'below requirements'	2	0	1	3	0
Number of PIs assessed as 'unsatisfactory'	0	2	1	0	0
Payment abatement percentage	2 x 0.5% = 1.0%	2 x 1.0% = 2.0%	1 x 0.5% + 1 x 1.0% = 1.5%	3 x 0.5% = 1.5%	No adjustment

	TfL Business Area				
	BCV	SSL	JNP	TfL Corporate	Surface
The Suppliers gross payment application	10,000,000	5,000,000	12,000,000	1,000,000	3,000,000
The Company's Representatives assessment of the gross payment application	10,000,000	5,000,000	11,500,000	1,000,000	3,000,000
Less total of previous payments	9,000,000	4,500,000	10,250,000	900,000	2,600,000
Net amount due for payment in the assessment Period	1,000,000	500,000	1,250,000	100,000	400,000
Performance adjustment percentage	1.0%	2.0%	1.5%	1.5%	0%
Less performance abatement	10,000	10,000	18,750	1,500	0
Adjusted net amount due for payment in the assessment Period	990,000	490,000	1,231,250	98,500	400,000

SCHEDULE 13: NOT USED

SCHEDULE 14: DISPUTE RESOLUTION PROCEDURE

1. For the purposes of this Dispute Resolution Procedure the following terms have the meanings set out below:

“Adjudicator” means an independent person appointed to act as an adjudicator in accordance with paragraph 9 of this Schedule 14 (Dispute Resolution Procedure).

“Dispute” has the meaning given to it in Clause 65.

“Nominating Authority” means the President or Vice President or other duly authorised officer of the London Court of International Arbitration;

“Notice of Adjudication” means any notice given by a Party to the other party or parties to the Dispute requiring reference of a Dispute to the Adjudicator in accordance with paragraph 78. The Notice of Adjudication shall include:

- (A) the nature and a brief description of the Dispute;
- (B) details of where and when the Dispute arose; and
- (C) the nature of the redress which is sought.

“Referral Notice” means a notice referring a Dispute to the Adjudicator in accordance with paragraph 12;

“Senior Representative” means a representative of a Party at senior executive level.

2. The Company and the Supplier shall follow the procedure set out in this Schedule 14 (Dispute Resolution Procedure) for the management and resolution of Disputes.
3. Subject to paragraph 8, any Dispute may in the first instance be referred in writing from the referring Party to the Senior Representatives by notice in writing to the other Party. The written notice from the referring Party shall give brief written particulars of the Dispute, the relief sought and the basis for claiming the relief sought (including the provisions of this Contract that are relevant to the Dispute). The written notice shall also identify the referring Party's Senior Representative.
4. Within fourteen (14) days of receipt of the notice pursuant to paragraph 3, the responding Party shall provide the referring Party with a brief written response. The response shall include identification of the responding Party's Senior Representative.
5. The Senior Representatives shall meet and try to reach agreement to resolve the Dispute referred to them pursuant to paragraph 3.
6. If the Senior Representatives are unable to, or fail to, reach agreement to resolve the Dispute within fourteen (14) days after the date of the response under paragraph 4, court proceedings shall not be commenced unless and until the Dispute has first been referred to adjudication (and an Adjudicator's decision has been obtained) in accordance with the procedure in paragraphs 8–29 and notice has been given in accordance with paragraph 29.
7. Each Party bears its own costs and expenses in relation to any reference of a

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Dispute to the Senior Representatives. Discussions amongst the Senior Representatives and any documents prepared or exchanged in relation to the reference of the Dispute to the Senior Representatives (including, for the avoidance of doubt, the notice under paragraph 3 and any response under paragraph 4) are without prejudice and the Parties shall not make use of or rely upon any without prejudice statements in any proceedings.

8. Notwithstanding the provisions of paragraphs 2, 3, 4, 5, 6 and 7, either Party may give notice at any time of its intention to refer a Dispute to adjudication under the procedure set out in paragraphs 8–29 by giving a Notice of Adjudication to the other parties to the Dispute.
9. Should either Party give a Notice of Adjudication then immediately thereafter the parties to the Dispute shall endeavour to agree upon a person whom they would consider suitable to act as the Adjudicator.

In the event of the parties to the Dispute failing to agree upon a suitable person who is able to act as the Adjudicator, the referring Party shall request the Nominating Authority to select a person to act as the Adjudicator.

The Nominating Authority communicates the selection of the Adjudicator to the Parties within four (4) days of receiving a request to do so.

Any person requested or selected to act as the Adjudicator in accordance with paragraph 9:

- (A) shall be a natural person acting in his personal capacity; and
 - (B) shall not be an employee of any of the parties to the Dispute, and shall declare any interest, financial or otherwise, in any matter relating to the Dispute
10. The terms of remuneration of the Adjudicator shall be agreed by the parties to the Dispute and the Adjudicator with the object of securing the appointment of the Adjudicator within seven (7) days of the Notice of Adjudication. If any party to the Dispute (but not all parties to the Dispute) rejects the terms of the remuneration of the Adjudicator the same shall be settled (and binding upon the parties to the Dispute) by agreement between the Nominating Authority and the Adjudicator (provided that the level of the Adjudicator's remuneration does not exceed the level originally proposed to the parties to the Dispute by the Adjudicator). If all the parties to the Dispute reject the terms of remuneration proposed by an Adjudicator another person shall be selected as an Adjudicator in accordance with paragraph 9.
 11. Where the Adjudicator has been selected in accordance with paragraph 8 the referring Party shall refer the Dispute in writing to the Adjudicator by the Referral Notice in accordance with paragraph 12 within seven (7) days of the date of the Notice of Adjudication or within two (2) days of the date of appointment of the Adjudicator, whichever is later. Upon receipt of the Referral Notice, the Adjudicator must inform every Party to the Dispute of the date that it was received.
 12. The Referral Notice shall:
 - (A) include the facts relied upon by the referring Party in support of its claim(s);

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- (B) include a statement of the contractual and/or other basis relied upon by the referring Party in support of its claim(s);
- (C) include a calculation of the specific monetary amount (if any) that the referring Party is seeking to recover in relation to each and every claim that is the subject matter of the Dispute;
- (D) be accompanied by copies of, or relevant extracts from, this Contract and such other documents on which the referring Party relies; and
- (E) include the addresses of all Parties to the Dispute.

The referring Party shall send copies of the Referral Notice and the documents referred to in this paragraph 12 to the other Party at the same time as he sends them to the Adjudicator.

13. If a matter disputed by the Supplier under or in connection with a Sub-Contract is also a matter disputed under or in connection with this Contract, the Supplier may, with the consent of the Company, refer the Sub-Contract Dispute to the Adjudicator at the same time as the main Contract referral. The Adjudicator shall then decide the Disputes together and references to the parties for the purposes of the Dispute are interpreted as including the Sub-Contractor. The parties to the Dispute agree to consider and endeavour to agree in good faith any reasonable request by the Adjudicator for additional time to decide the main Contract and Sub-Contract Disputes.
14. The parties to the Dispute may jointly terminate the Adjudicator's appointment at any time. In such a case, or:
 - (A) if the Adjudicator fails to give notice of his decision within the period referred to in paragraph 17 and the parties to the Dispute do not jointly extend time for his decision to be made in accordance with paragraph 17, or
 - (B) if the period referred to in paragraph 17 is extended in accordance with paragraph 18 or by agreement by the parties to the Dispute and the Adjudicator fails to give notice of his decision within such extended period, and the parties to the Dispute do not jointly extend time for his decision to be made in accordance with paragraph 17, or
 - (C) if at any time the Adjudicator declines to act or is unable to act as a result of his death, disability, resignation or otherwise,

a person shall be appointed to replace the Adjudicator in accordance with the provisions of paragraph 9. In the event of the parties to the Dispute failing to jointly appoint a person willing and suitable to act as replacement Adjudicator within three (3) days, any party to the Dispute may apply to the Nominating Authority to appoint a replacement Adjudicator. In any case where the Adjudicator is appointed as a replacement pursuant to this paragraph 14, the parties to the Dispute shall each send to the Adjudicator, as soon as reasonably practicable, copies of all documents supplied by them to the Adjudicator he replaces.

15. The Nominating Authority and its employees and agents shall not be liable to any Party for any act or omission unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Nominating Authority shall

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be similarly protected from liability.

16. The Party not making the referral may send to the Adjudicator within fourteen (14) days of the date of the referral, with a copy to the other Party, a written statement of the contentions on which it relies and any materials it wishes the Adjudicator to consider.
17. The Adjudicator shall reach his decision and give notice of the decision to the parties to the Dispute within twenty eight (28) days of the date of receipt of the Referral Notice mentioned in paragraph 11, or such longer period as is agreed by the parties to the Dispute after the Dispute has been referred to him. Notice of the Adjudicator's decision (stating that it is given under this Schedule 14 (Dispute Resolution Procedure) shall be in writing and shall include a summary of the Adjudicator's findings and a statement of the reasons for his decision.
18. The Adjudicator may extend the period of twenty eight (28) days referred to in paragraph 17 by up to fourteen (14) days, with the consent of the Party by whom the Dispute was referred.
19. The Adjudicator's decision shall be binding upon the parties to the Dispute and the Adjudicator unless and until the Dispute is finally determined by legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. The Adjudicator may on his own initiative or on the application of a Party correct his decision so as to remove a clerical or typographical error arising by accident or omission. Any correction of a decision must be made within five days of the delivery of the decision to the parties to the Dispute. As soon as possible after correcting a decision in accordance with this paragraph, the Adjudicator must deliver a copy of the corrected decision to each of the Parties to this Contract. Any correction of a decision shall form part of the decision. The Adjudicator may in his decision allocate his remuneration and expenses between the Parties in accordance with paragraph 26. If the Adjudicator's decision changes any payment which is due under this Contract, payment of the sum decided by the Adjudicator shall be due not later than seven days from the date of the decision or the date on which such payment is due in accordance with the provisions of this Contract, whichever is the later.
20. The Adjudicator:
 - (A) shall act impartially and as an expert (not as an arbitrator) in the conduct of the reference and in reaching his decision;
 - (B) shall consider any relevant information submitted to him by any of the parties to the Dispute and make available to them any information to be taken into account in reaching his decision provided in accordance with the procedure (if any) which the Adjudicator may decide;
 - (C) shall reach his decision in accordance with the law applicable to this Contract;
 - (D) may take the initiative in ascertaining the facts and the law in relation to the Dispute;
 - (E) may with the consent of the parties to the Dispute seek legal or technical advice from consultants whose appointment by the Adjudicator (including terms of remuneration) is subject to the approval of the parties to the Dispute;

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- (F) shall, where a translation of any document is required, decide by whom it should be provided in the event that the parties to the Dispute do not agree.
21. The Adjudicator shall decide in his discretion on the procedure to be followed in the adjudication. In particular he may, but is not obliged to:
- (A) convene meetings upon reasonable notice to the parties to the Dispute at which such parties and their representatives are entitled to be present;
 - (B) submit lists of questions to the parties to the Dispute to be answered in such meetings or in writing within such reasonable time as he requires;
 - (C) require the parties to the Dispute to provide him with such information and other facilities as he reasonably requires for the determination of the Dispute;
 - (D) otherwise take such action and adopt such procedures as do not conflict with any of the provisions of this Contract and are reasonable and proper for the just, expeditious and economical determination of the Dispute;
 - (E) inspect any part of the Sites, the Services or the facilities of any relevant Sub-Contractor.
22. The Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as an adjudicator unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Adjudicator shall be similarly protected from liability.
23. All meetings are private and save as required by law the Adjudicator and the Parties shall keep confidential the Dispute, all information of whatever nature provided to him by or on behalf of any Party and his decision.
24. The Parties to a contract to which the Dispute relates shall continue to observe and perform all the obligations contained in such contract, notwithstanding any reference to the Adjudicator, and insofar as the same is consistent with any safety review procedures to which the parties to the Dispute are bound, give effect forthwith to the Adjudicator's decision in every respect unless and until as hereinafter provided the Dispute is finally determined by a court in any legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. Any party to the Dispute may apply to any appropriate court for enforcement of the Adjudicator's decision. Neither any form of enforcement of the Adjudicator's decision nor any form of challenge to the enforcement of the Adjudicator's decision nor any Dispute arising out of or in connection with such enforcement or challenge are regarded and treated as a Dispute for the purposes of this Schedule 14.
25. After the giving of a Notice of Adjudication, the Parties may seek to agree how the Adjudicator allocates the costs and fees excluding his remuneration and expenses which are dealt with in paragraph 26 below of the adjudication as between the Parties. If such an agreement is reached between the Parties, they shall notify the Adjudicator, who shall allocate costs and fees in accordance with such agreement. The Parties agree to be bound by the Adjudicator's allocation of costs and fees and to pay such costs and fees in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.

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26. Subject to any agreement of the Parties, the Adjudicator shall allocate payment of his remuneration and expenses as between the Parties. Unless the Parties otherwise agree, the Adjudicator awards the payment of his remuneration and expenses on the general principle that costs should follow the event, except where it appears to the Adjudicator that in the circumstances this is not appropriate in relation to the whole or part of his remuneration or expenses. The Parties agree to be bound by the Adjudicator's allocation of payment of his remuneration and expenses and pay such remuneration and expenses in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.
27. All notices, written submissions and any other written communications between the parties to the Dispute and the Adjudicator shall either be delivered by hand, sent by first class pre-paid post or recorded delivery (airmail if posted to or from a place outside the United Kingdom) or, to the extent that the Company has so notified further to Clause 75.2, sent by electronic mail or fax and, in each case, copied simultaneously (delivered or sent as aforesaid) to the other Parties. Copies by way of confirmation of all communications by facsimile between the parties to the Dispute and the Adjudicator shall also be sent by first class post (airmail if posted to or from a place outside the United Kingdom) not later than the next following Working Day the date of the original facsimile transmission.
28. All information of whatever nature provided to the Adjudicator by any party to the Dispute shall be copied to the other parties simultaneously.
29. If any party to a Dispute is dissatisfied with the Adjudicator's decision on that Dispute, that party may commence court proceedings for the final determination of the Dispute.

SCHEDULE 15: OBLIGATIONS ON HANDOVER

The provisions of this Schedule 15 (Obligations on Handover) are without prejudice to the obligations of the Supplier to continue to provide the Services as required by the terms of the Contract and any services reasonably required to transition the Services to an incoming supplier with the minimum of disruption and so as to prevent or mitigate any inconvenience to the Company or disruption to its operations.

1. The Supplier shall at its own cost, commencing no later than eleven (11) months before the Expiry Date or on the date of receipt of any Termination Notice:
 - 1.1 prepare and submit for review and approval by the Company's Representative, a detailed demobilisation plan for the Services containing the Supplier's proposals for the demobilisation aspects of the Services, including but not being limited to transfer of staff, intellectual property rights and manuals, spares and equipment (the "Demobilisation Plan") and thereafter update the Demobilisation Plan as requested by the Company;
 - 1.2 in order to support the seamless transition of the Services following the Expiry Date or Termination Date, undertake all necessary actions in connection with the demobilisation, including but not being limited to the following:
 - (A) providing all necessary resource, including Supplier Personnel, equipment and materials to enable timely demobilisation;
 - (B) identifying its demobilisation team and demobilisation manager;
 - (C) procuring that its demobilisation team shall attend Company chaired demobilisation/transition meetings;
 - (D) keeping the Company's Representative fully informed on the progress of the demobilisation;
 - (E) complying with all reasonable instructions of the Company in connection with the demobilisation; and
 - (F) ensuring, supporting and facilitating migration of any data used by the Supplier in providing the Services or performing its other obligations under the Contract, including through provision of a royalty free, non-exclusive, sub-licensable licence to access the area of the Supplier's IT system which holds such data and/or providing said data in a form which is compatible with commercial off-the-shelf software used by the Company or by a contractor providing services similar to the Services in whole or in part, as required by the Company;
 - 1.3 cooperate fully with and provide all reasonable and necessary assistance and information in connection with the Services and/or to facilitate the orderly transfer of responsibility for and conduct of the Services to the Company and any incoming supplier or suppliers in the transition of the Services before the Expiry Date or Termination Date (as the case may be) and for a period of three months after such date to ensure that the changeover to the incoming supplier (or back to the Company) is effected with minimal disturbance and disruption;

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- 1.4 the requirement for the Supplier to provide cooperation pursuant to paragraph 1.3 above extends to any retender process for the Services carried out by the Company in relation to an incoming supplier or suppliers to enable it to access the Sites and/or Company personnel, and specifically an obligation to provide, on reasonable notice during the term of the Contract, information for the purpose of a competition and managing the transition to an incoming supplier or suppliers, to include:
 - (A) details of the Services;
 - (B) details of employees who would transfer to the replacement contractor;
 - (C) management information; and
 - (D) any other information that the Company may reasonably require; and
- 1.5 maintain records, data, files, information and Documentation relating to the Services in such form and manner as to enable the Supplier to effectively transfer them in full to the Company and/or to any third party nominated by the Company, so as to put the Company and/or the third party into a position where the Company and/or the third party can provide a level of service which is similar to or the same level as Services provided under this Contract.
2. Without prejudice to paragraph 1, within three (3) months of the Services Commencement Date, and thereafter annually, on each anniversary of the Services Commencement Date until expiry of the Contract or earlier termination, the Supplier shall submit a draft Demobilisation Plan for review and approval by the Company. In addition to each such submission, at other intervals the Supplier shall update the draft Demobilisation Plan where requested by the Company (acting reasonably).
3. On receipt of an instruction from the Company, the Supplier shall return to the Company's Representative all Free Issue Materials provided to the Supplier in accordance with Clause 23 of the Contract.
4. Without prejudice to the provisions of Clause 13 and 37 of the Contract, the Supplier shall:
 - 4.1 hand back to the Company (at the Expiry Date or Termination Date (as the case may be)) all records, data, files, information and documentation owned by the Company but used by the Supplier in the performance of the Services, subsequently destroy all electronic copy information in the possession of the Supplier and provide a certificate of destruction to the Company's Representative; and
 - 4.2 provide the Company and/or incoming supplier or suppliers with all reasonable help, assistance and co-operation to make available and effect the transfer of records, data, files, information and documentation to an incoming supplier or suppliers so as to enable the Company and/or incoming supplier or suppliers to set up and effect the transition of the Services, in accordance with Clause 13 of the Contract; and
 - 4.3 hand over to the Company (upon request of the Company's Representative but in any event, at the Expiry Date or Termination Date (as the case may be))

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all passes or entry permits.

5. The Supplier shall ensure that (at the Expiry Date or Termination Date (as the case may be)):
 - 5.1 all equipment (whether of a temporary or permanent nature) used in the delivery of the Services whether or not owned by the Supplier, the Company or any third party is fully maintained, serviced and fully functional with an up-to-date service and maintenance history which is entered on the CAFM system. Equipment which fails to meet these conditions shall be replaced with new by the Supplier at its own cost. In the event that the Supplier is in breach of this paragraph 5.1 (irrespective of whether the equipment is in the ownership and responsibility of the Supplier or a sub-contractor), the Company shall be entitled to purchase such equipment itself and recover the associated costs from the Supplier;
 - 5.2 all assets and spares, critical and non-critical, are handed over to the incoming supplier and the Company and that relevant members of the Supplier's Personnel are present at handover; and
 - 5.3 all areas which the Contractor has used for storage or operation have been left clean and tidy and all rubbish has been removed from the Sites.
6. During demobilisation the Supplier shall promptly provide all reasonable co-operation and support resource in relation to any audit or check required by the Company and commissioned by the Company's Representative, including in each particular circumstance:
 - 6.1 granting or procuring the grant of access to any premises used in performance of the Contract, whether the Supplier's own premises or otherwise;
 - 6.2 granting or procuring the grant of access to any equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under the Contract, wherever situated and whether the Supplier's own equipment or otherwise;
 - 6.3 making any contracts and other documents, records and information related to the provision of the Services available for inspection;
 - 6.4 granting copying facilities to the Company and/or LUL's auditor for the purposes of making copies of any or all the information, records and documents;
 - 6.5 complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of the Contract; and
 - 6.6 granting access to the Sites to staff of the incoming suppliers (with the approval of the Company) for the purpose of mobilisation and transitioning of the Services. This will include providing access to all plant, equipment, contract related records, staff, and escorting the incoming staff as requested by the Company's Representative.

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7. In the event of a failure by the Supplier to comply with any of the obligations set out in this Schedule 15, in the final 12 months of the Contract the Company shall be entitled to retain from each payment per period due to the Supplier a sum of 5% equal to the cost to the Supplier of performing the relevant obligation(s). The Parties agree that such retention shall not be a penalty and is fair and reasonable and represents a genuine pre-estimate of what the cost of performance to the Supplier would have been.
8. The Supplier is required to notify any Sub-Contractors of the relevant demobilisation procedures set out in this Schedule 15 and/or the Demobilisation Plan.
9. In relation to any Necessary Consents, these will not transfer from the Supplier to an incoming supplier or suppliers and the incoming supplier or suppliers shall be required to obtain these in accordance with Clause 6 of the Contract.

SCHEDULE 16 : RESPONSIBLE PROCUREMENT

1. Timber Standards

For the purposes of this Schedule 16, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Independent Report” means an independent report by an individual or body:

- (a) whose organisation, systems and procedures conform to:
 - (i) ISO Guide 65:1996 (EN 45011:1998); and
 - (ii) general requirements for bodies operating product certification systems; and
- (b) who is accredited to audit against forest management standards by a national or international body whose organisation, systems and procedures conform to ISO Guide 61 General Requirements for Assessment and Accreditation of Certification Bodies;

“Legal Timber” means Timber in respect of which the organisation that felled the trees and/or provided the Timber from which the wood supplied under the Contract derived:

- (a) had legal rights to use the forest;
- (b) holds a register of all local and national laws and codes of practice relevant to forest operations; and
- (c) complied with all relevant local and national laws and codes of practice including environmental, labour and health and safety laws and paid all relevant royalties and taxes;

“Recycled Timber”
and “Reclaimed Timber” means recovered wood that has been reclaimed or re-used and that has been in previous use and is no longer used for the purpose for which the trees from which it derives were originally felled. The terms ‘recycled’ and ‘reclaimed’ are interchangeable and include, but are not limited to the following categories: pre-consumer recycled wood and wood fibre or industrial by-products but excluding sawmill co-products (sawmill co-products are deemed to fall within the category of Virgin Timber), post-consumer recycled wood and wood fibre and drift wood. Recycled or Reclaimed Timber must be capable of being evidenced as such to the Company’s satisfaction in order to satisfy this definition;

“Sustainable Timber”

means Timber, which in order to meet the Company’s criteria for sustainable timber, must be:

- (a) Recycled Timber; or
- (b) Sustainably Sourced Timber; or
- (c) a combination of (a) and (b);

“Sustainably sourced Timber”

means Timber sourced from organisational, production and process methods that minimise harm to ecosystems, sustain forest productivity, ensure that both forest ecosystem health and vitality, and forest biodiversity is maintained. In order to satisfy this definition, Timber must be accredited with the Forest Stewardship Council (“FSC”) or equivalent. Where it is not practicable to use FSC standard accredited Timber, the Company will accept Timber accredited through other schemes approved by the Central Point of Expertise on Timber (CPET), as listed below:

- (a) Canadian Standards Association (CSA);
- (b) Programme for the Endorsement of Forest Certification (PEFC); or
- (c) Sustainable Forestry Initiative (SFI),

or such other source as the Supplier may demonstrate to the Company’s satisfaction is equivalent;

“Timber”

means wood from trees that have been felled for that purpose, but excludes any item where the manufacturing processes applied to it has obscured the wood element (by way of example only, paper would not be treated as Timber). Where the term Timber is used as a generic term it includes both Virgin Timber and Recycled Timber; and

“Virgin Timber”

means Timber supplied or used in performance of the Contract that is not Recycled Timber.