

(by email)

Our reference: MGLA070824-8828

5 September 2024

Dear

Thank you for your request for information which the Greater London Authority (GLA) received on 7 August 2024. Your request has been considered under the Environmental Information Regulations (EIR) 2004.

You requested:

- 1. Please can you send me the specification that was used to invite bids for the contract to conduct the above London Gypsy and Traveller Accommodation Needs Assessment that it is listed in your website was to be procured in January to February 2021 with the contract awarded in March 2022?*
- 2. Please can you send me the final contract agreed for the London Gypsy and Traveller Accommodation Needs Assessment MD2908 (LGATANA)?*
- 3. Please can you send me any information, including emails, letters and reports that confirm the date on which it was agreed that the report containing data from the LGATANA would be published, and any changes to the intended date of publication, where possible showing reasons for delay in publication?*

Our response to your request is as follows:

Please find attached:

- London-wide Gypsy and Traveller Accommodation Needs Assessment (GTANA) Project Specification
- GTANA final signed contract GLA RRR Consultancy 17 March 2022-2

Part 3 of your request falls under the exception to disclose because it is considered to be 'manifestly unreasonable' under regulation 12(4)(b) of the Environmental Information Regulation (EIR). This provision allows public authorities to refuse requests which are obviously or clearly unreasonable or when the estimated cost of compliance is too great.

In reaching this decision we have considered the views of the Upper (Information Rights) Tribunal in *Craven v IC & DECCC [2012] UKUT442 (AAC)* in respect of the EIR exception under regulation 12(4)(b), the formal guidance issued by the Information Commissioner's

GREATER LONDON AUTHORITY

Office¹, along with Decision Notices regarding this EIR exception, such as FS50585926², amongst others, which all acknowledge that public authorities may use the fees regulations as the basis of considering the cost and time of complying with a request.

There is no single location where this information can easily be isolated and retrieved. Correspondence by nature tends to be hybrid and often contains discussions on many different topics; it is the time it will take officers to identify and read through emails and other documents, reports or briefings to extract the specific information you are seeking that unfortunately makes complying with this request so time consuming.

In this instance, we have decided this request falls within the parameters of regulation 12(4)(b) and is manifestly unreasonable because of the considerable amount of time that would be required to collate and review the information.

A public authority can only withhold information if the public interest in maintaining the exception outweighs the public interest in disclosing the information. We are mindful of the general public interest in transparency and accountability, and of the presumption in favour of disclosure and to read exceptions restrictively.

However, it is our view that the public interest in maintaining the exception in regulation 12(4)(b) outweighs the public interest in disclosure. In making this decision, we have taken account of the fact that the rationale for the delay in publishing the GTANA has already been made public - this issue has been raised during Mayor's Question Time and an update was provided in March 2024: [Gypsy, Roma, Traveller Housing \(1\) | London City Hall](#)

I understand this response may cause frustration, but it aims to ensure - as recognised in the guidance - that our responsibilities under the act do not distract from our other statutory functions as a public authority.

Please note that some names of members of staff are exempt from disclosure under Regulation 13 (Personal information) of the EIR. Information that identifies specific employees constitutes as personal data which is defined by Article 4(1) of the General Data Protection Regulation (GDPR) to mean any information relating to an identified or identifiable living individual. It is considered that disclosure of this information would contravene the first data protection principle under Article 5(1) of GDPR which states that Personal data must be processed lawfully, fairly and in a transparent manner in relation to the data subject.

If you have any further questions relating to this matter, please contact me, quoting the reference MGLA070824-8828.

Yours sincerely

Information Governance Officer

If you are unhappy with the way the GLA has handled your request, you may complain using the GLA's FOI complaints and internal review procedure, available at: <https://www.london.gov.uk/about-us/governance-and-spending/sharing-our-information/freedom-information>

¹ [Manifestly unreasonable requests - Regulation 12\(4\)\(b\) \(Environmental Information Regulations\) | ICO](#)

² [fs_50585926.pdf \(ico.org.uk\)](#)

London Boroughs'

London-Wide Gypsy and Traveller Accommodation Needs Assessment (GTANA): project specification – January 2022

1. Introduction

- 1.1. The GLA is seeking to engage a supplier/s to undertake a London-wide Gypsy and Traveller Accommodation Needs Assessment (GTANA) to assess the current and future need for Gypsy and Traveller (sites, yards and transit) provision across London between 2022 to 2032.
- 1.2. The study should use the definitions of Gypsies and Travellers set out in the Planning Policy for Traveller Sites (2015) and the Intend to Publish London Plan 2017.
- 1.3. The work should conduct new fieldwork and utilise relevant existing sources of data including from the GLA London boroughs GTANA 2008, the GLA Gypsy and Traveller Accommodation Topic Paper 2017 and existing borough GTANAs, particularly those conducted within the last five years (of which there are approximately 28).
- 1.4. The GTANA will cover the following groups: English/Romany Gypsies, Irish Travellers, Travelling Showpeople, New Travellers and Eastern European Roma. 'Gypsies and Travellers' is used in this document as an umbrella term to cover these groups.
- 1.5. This specification invites tenders for the GTANA. Suppliers are required to respond to and cost for the processes and objectives detailed below, but are also invited to propose alternative approaches where these would either enhance the project objectives, or achieve savings without prejudicing the project's aims.
- 1.6. The closing date for this tender is Wednesday 02 February 2022 by 23:59. Tenderers must upload the tender onto the portal: <https://procontract.due-north.com>. It is anticipated that the contract will be awarded in **early March 2022**.
- 1.7. The project has a maximum budget of up to £200,000. Appointed community group/s will form part of the project team and will be paid between £10,000 to £25,000 from the total amount available to provide an advisory role and foster engagement in the study. The GLA expects bidders to include this amount in their pricing proposal. The study is expected to be carried out within an approximate time frame of 12 months following appointment of the successful supplier.

2. Background/Policy Context

- 2.1 Relevant guidance and legislation includes the following:
- 2.2 National Planning Policy Framework (NPPF)
The NPPF (2019) references the Planning Policy for Traveller Sites (PPTS) as the relevant document that sets out how travellers' housing needs should be assessed.

2.3 Planning Policy for Traveller Sites (PPTS) 2015

The PPTS (2015) sets out specific planning policies for Gypsy and Traveller sites. Policy A of the PPTS sets out policy expectations with regards to using evidence to plan positively and manage development (noting early and affective community engagement with Gypsies and Travellers and representative bodies as key and collaboration with LPAs), while Policy B sets out provisions around planning for Gypsy and Traveller sites (including permanent and transit site accommodation).

2.4 Housing and Planning Act (2016)

Provisions set out in the Housing and Planning Act (2016) include a requirement for local authorities to consider the needs of people residing in or resorting to their district with respect to the provision of sites on which caravans can be stationed, or places on inland waterways where houseboats can be moored.

2.5 Equality Act (2010)

The Equality Act (2010) requires public authorities to have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations between different people when carrying out their activities. Considerations of law are relevant to the assessment of need for all ethnic Gypsies and Travellers.

2.6 Duty to cooperate

The Localism Act 2011 introduced the 'Duty to Co-operate', which requires public bodies to engage constructively, actively and on an ongoing basis in relation to planning for strategic issues. An updated GTANA will help to ensure an understanding of need across London Boroughs, and help Local Authorities (LAs) prepare Local Plans based on robust evidence, as well as inform and assist with Local Housing Authority duties.

2.7 London Housing Strategy (2018)

Policy 5.2 of the Mayor's 2018 London Housing Strategy, on meeting London's diverse housing needs, states that the Mayor will work with councils, housing associations, Government and others to ensure that London's homes and neighbourhoods support London's diverse housing needs, including by working with the Gypsy and Traveller community to ensure their housing needs are met.

2.8 London Plan Examination in Public Panel Report 2019

The London Plan Examination in Public Panel Report 2019¹ noted the poor record of pitch provision, with only 10 public pitches having been delivered across three boroughs since 2008.² The report concluded that solutions developed individually by boroughs would be unlikely to meet the need for more pitches, and called for a strategic framework for boroughs, starting with a comprehensive assessment of need for pitches. The report recommended '...that the Mayor should commit to instigating and leading a London-wide accommodation assessment for gypsies and travellers [PR16]. This should be done as soon as possible as a priority in order to inform an updated London Plan.'

2.9 London Plan 2021

In March 2021, the London Plan 2021 was published.³ The London Plan 2021 includes Policy H14 'Gypsy and traveller accommodation' (p203 – 205), the supporting text to which

¹ [London Plan Examination in Public Panel Report 2019](#)

² The report noted 'This excludes private sites and 10 permanent pitches have been added in Bromley, for example, over that period.'

³ https://www.london.gov.uk/sites/default/files/the_london_plan_2021.pdf

states that the ‘...Mayor will initiate and lead a London-wide gypsy and traveller accommodation needs assessment’.

2.10 Existing evidence

2.10.1 London-wide GTANA 2008

The last London-wide GTANA, commissioned by the GLA on behalf of 33 London boroughs, took place in 2008.⁴ The study drew upon secondary information and literature and data, stakeholder consultation and a survey with over 800 Gypsies and Travellers living on sites and in housing.

2.10.2 The assessment estimated the Gypsy and Traveller population to be 17,000 and identified a substantial shortfall of pitches on sites. The assessment estimated that between 226 and 708 additional residential pitches were required across London between 2007 to 2017 plus a further need for 458 bricks and mortar dwellings and 73 plots for Travelling Showpeople. A need for 40 transit pitches was also identified between 2007 and 2012.

2.10.3 GLA Gypsy and Traveller Accommodation Topic Paper 2017⁵

The GLA topic paper (2017) highlighted the issue of supply of suitable pitches in London based on data on pitch provision across the boroughs. Around 30,000 Gypsies and Travellers were estimated to be living in London, based on evidence gathered by the project - Mapping the Pathway to Equality.⁶

2.10.4 The topic paper highlights that very few new pitches have been provided in London since 2008 – three boroughs have delivered a total of 10 pitches in this time (90% of the new pitches are located in outer London boroughs).

2.10.5 Existing local GTANAs

Local planning authorities (LPAs) are required to undertake individual needs assessments as part of their local plan development process. 28 LPAs in London have carried out some form of needs assessment since 2016 (with four boroughs undertaking their assessment at the same time and using the same supplier). For reference, a list of these boroughs is included as **Appendix 1**. The supplier will be expected to review, analyse and assess existing local GTANA data for potential inclusion to avoid duplication. Further information can be found in paragraph 8.2.3 – 8.2.4.

2.11 Use of the wider definition of Gypsies and Travellers

The Mayor is committed to conducting the most inclusive assessment of need as part of the London-wide GTANA. As such, the supplier appointed will be asked in their brief to assess the need arising from both the PPTS (2015) definition of Gypsies and Travellers and the wider definition previously proposed by the Mayor in his Intend to Publish London Plan within Policy H14. This will ensure that the needs of all Gypsy and Traveller persons are accounted for, regardless of their travelling status.

⁴https://www.london.gov.uk/sites/default/files/london_boroughs_gypsy_and_traveller_accommodation_needs_assessment_-_final_report_-_2008_-_fordham_research.pdf

⁵ GLA, [Gypsy and Traveller Accommodation Topic Paper 2017](#)

⁶ londongypsiesandtravellers.org.uk

3. Objectives and Expected Outcomes of the GTANA

- 3.1. The GTANA will not provide policy in its own right, but will be a fundamental evidence base for London government and for policy development in housing and planning.
- 3.2. The objectives of the London-wide GTANA are to:
- provide a comprehensive assessment of need for the London Gypsy and Traveller communities at the local (32 London boroughs, the City of London, the London Legacy Development Corporation (LLDC) and the Old Oak and Park Royal Development Corporation (OPDC)), sub-regional and regional level, so such assessed need can be addressed and further provision made. The assessment should not identify the needs of specific households, or of residents of either specific sites or in bricks and mortar housing;
 - provide robust evidence to support the implementation of London Plan 2021 Policy H14 and inform associated local and strategic policy development;
 - gather data on Gypsy and Traveller households in London using both the PPTS (2015) definition and the Intend to Publish London Plan definition;
 - enable Gypsy and Traveller accommodation needs to be quantified in terms of:
 - Private sites
 - Socially-rented residential sites
 - Housing/bricks and mortar dwellings – owner occupation and affordable
 - Residential pitches
 - Transit pitches
 - Yards
 - Plots.
- 3.3. The expected outcomes of the needs assessment are to:
- provide an evidence base for Local Plan development and cross borough Planning Frameworks, informing local needs assessments by providing up-to-date evidence;
 - inform further policy development at a local and strategic level aimed at addressing the identified need, and the development of housing policy and related areas, including health, diversity and integration policies;
 - support actions, including by local authorities and other landowners, that help to meet the demonstrable need for increased provision across London;
 - inform the implementation and monitoring and any future reviews of the London Plan in relation to Policy H14 on Gypsy and Traveller accommodation;
 - provide up-to-date figures to ensure that the housing needs of Gypsies and Travellers are recognised as part of the Mayor's London Housing Strategy and local authorities' housing strategies;
 - help address the inequalities experienced by Gypsies and Travellers in London by addressing this need and promoting an integrated inclusive approach to housing in London;

- help identify how any unmet needs or barriers (for example in terms of health, education and employment) impact on Gypsies and Traveller accommodation needs and *vice versa*;
- provide data that can/will be used by boroughs or other housing providers to inform applications for grant funding for developing or improving sites for Gypsies and Travellers (as indicated in the London Plan Panel Report 2019).

4. Scope/Requirements

- 4.1. The GLA is looking to appoint an organisation with significant understanding of the varying and complex needs of these communities. The project is aimed primarily at addressing accommodation needs. The supplier will also be expected to seek an understanding of the extent to which Gypsy and Traveller accommodation needs relate to, and compound other needs.
- 4.2. The key aspects of the study are to draw on existing data, maximise participation in fieldwork and use methods that ensure findings are robust and representative.
- 4.3. To meet the objectives and outcomes identified above, the supplier is expected to carry out the following:
 - 4.3.1. *Assess and analyse secondary data*
 - Review the information and the findings within the 2008 GTANA and 2017 topic paper, relevant research from representative organisations and existing recent local GTANAs, where appropriate (for example, depending on whether the Intend to Publish London Plan definition was applied), to establish whether, for some boroughs, the data from these exercises can be used instead of the findings from new fieldwork to avoid duplication of work;
 - Review changes in site provision in boroughs since their latest studies and provide any general trends or analysis of any changes in demand or movement patterns.
 - 4.3.2. *Gather data using the PPTS and Intend to London Plan definitions*
 - Establish whether households fall within the new PPTS definition or the Intend to Publish London Plan definition;
 - Make clear the need required for Gypsy and Traveller accommodation, based on these different definitions.
 - 4.3.3. *Undertake new fieldwork and stakeholder engagement*
 - Develop a sampling frame to maximise take up and ensure that respondents are representative of the whole community, including those with identities, needs or characteristics that may not be readily recognised;
 - State clearly the range of information they envisage collecting, and how this will be best achieved, including through a new interview survey. Evidence of a successful track-record in using these research methods should be provided. Maximum coverage should be sought, and the needs of diverse groups within Gypsy and Traveller communities should be captured. Examples of response rates and patterns gained elsewhere should be provided where possible;

- As part of the design and carrying out of new fieldwork, involve members of the Gypsy and Traveller community, for example, to undertake community interviews, participate in steering groups or act as representatives of local groups to shape the design and implementation of the GTANA.
- Provide evidence of working collaboratively with London local authorities (including planning and housing officers, site managers, liaison officers and education inclusion officers), Gypsies and Travellers and community groups;

4.3.4. *Complete analysis and reporting*

- Analyse the findings from existing literature and new fieldwork and present the results in a clear report;
- Provide robust information and evidence to enable the GLA and partners to develop fair and effective strategies to meet the need through identified land for sites, as well as plan for sites over the next 10 years (where appropriate).

4.3.5. *Ensure equality impacts are updated*

- Complete and update on an ongoing basis throughout the project an Equality Impact Assessment, highlighting potential impacts of the GTANA on protected groups, and indicating how the supplier will minimise any adverse impacts and maximise positive impacts on these groups.

4.3.6. *Other*

- Organise and attend meetings for example, with the Project Management Group, the Project Steering Group and stakeholders;
- Specify the degree and types of assistance that may be required from the GLA – the latter will expect this to be kept to a reasonable minimum.

5. The Deliverables

5.1. The deliverables for this project include:

- An interim report, submitted by November 2022, with focus on the findings from the 'desk-based' research and stakeholder liaison. It should provide an estimate of the numbers of Gypsy and Traveller households currently in different forms of accommodation (including bricks and mortar), with an early indication of likely needs patterns prior to the conduct of the interview survey. It should also set out the sampling and fieldwork strategy for the interview survey.
- A final report, submitted by February 2023, concluding the items referred to in the interim report and setting out the estimated need for additional pitches at local authority and London-wide levels over the ten years between 2022 and 2032.
- A detailed and accurate record of all engagement undertaken in the preparation of the study, including effective engagement with Gypsies and Travellers, community organisations and local authorities, should be kept and made available to the GLA.

- These reports should be written clearly, in plain English and without unexplained technical terms or abbreviations, and in line with any stylistic guidelines supplied by the GLA.

6. Reporting Requirements

6.1. Findings will need to be presented at local, sub-regional and regional (i.e., pan-London) levels (see section 3.2 for further details). The suppliers are free to suggest a sub-regional division of London for the purposes of setting out their findings. The final report should include conclusions and possibly even recommendations for how issues identified can be addressed, for example how transit provision can be provided, but would not include specific policy recommendations.

- A freestanding executive summary report aimed at policy makers, and a separate shorter summary aimed at the public, are also to be submitted, written in plain English without unexplained technical terms or abbreviations. This is to communicate key messages and statistics to the non-technical reader.
- The supplier will be required to undertake up to two presentations to the GLA or other groups. The cost of this should be included in the tender. The presentations may be outside normal office hours.
- The supplier will assess the potential impacts on those with protected characteristics under the Equality Act 2010 throughout the process and share this with the GLA. A final Equality Impact Assessment should accompany the other final reports.

7. Reporting Format

- The final report and any supporting data and mapping must be provided in electronic format compatible with the GLA software.
- Along with the final report, the supplier must provide an accessible, user-friendly and editable electronic copy of the data used for the need, including – if required – a workshop with the GLA team regarding use of the data.
- The GLA will require the raw interview survey data in a suitable file format (e.g. SPSS), including any grossing and weighting values used. The supplier will be required to retain the evidence gathered during the project for a period of 6 months following completion of the project, in the event that the GLA may require access to those for data validation purposes. However, paper responses (interview questionnaires) will be required to be destroyed upon project closure and the final payment being made from the GLA to the supplier. For further details, please see the Data Processing Agreement in Schedule 2 of the Contract for Services.
- All data collected and produced during the course of the project and arising from the project will (subject to any Data Protection requirements) become the property of the GLA.
- The GLA is committed to making our websites and applications accessible, in accordance with the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018. All development work and all materials to be published online (documents, multimedia, images etc.) must as a minimum meet the [Web Content Accessibility Guidelines \(WCAG\) version 2.1](#) to AA standard.

8. Project method

- 8.1. The project will involve drawing on existing data, maximising participation in fieldwork and using methods that ensure findings are robust and representative.
- 8.2. The project is likely to involve the key stages listed between 1 – 6 below. Suppliers will be required to advise the GLA on the most appropriate method to be used for this study, to be agreed at the inception meeting.

1) Establish Project Steering Group

- 8.2.1. The supplier will need to establish a steering group that is made up representative organisations. Further details can be found in paragraph 9.3.

2) Assess and analyse existing secondary data

- 8.2.2. This will need to be undertaken largely within the boroughs and relevant partner agencies. This will provide analysis of overall needs and numbers and also help provide a sampling frame for a household-based survey. It will also profile the wider service provision needs, and should include profiles of recent and current site usage, for example information such as vacancy rates, eviction levels, etc.
- 8.2.3. Incorporating existing local GTANAs
Sensitivity will be required in areas where boroughs have carried out recent GTANAs. The supplier will be expected to consider the scope for incorporating information from recent borough-level assessments to avoid duplication of work.
- 8.2.4. Consideration should be given to whether the Intend to Publish definition of Gypsies and Travellers was applied in local assessments, and how extensively assessments covered local Gypsy and Traveller populations. Any planned engagement will be sensitive to those residents who have been recently surveyed for local assessments.

3) Undertake new fieldwork and stakeholder engagement

- 8.2.5. Prepare qualitative research

8.2.5.1. Sample survey of household interviews

The supplier will need to outline an approach to developing a sampling frame. Use of the Mayor's Intend to Publish London Plan definition means that those living in bricks and mortar accommodation need to be included. The sampling frame should be suitably stratified by:

- the level of geographical detail required (for example, by borough)
- different Gypsy and Traveller groups
- accommodation type (on-site / caravan site or 'bricks and mortar' housing)

The sample size and design must be representative at local, sub-regional and regional levels. Suppliers should outline how they will determine the stratification principles by each type of accommodation/community group in each local authority.

The supplier will need to also provide an estimate of the total number of Gypsies and Travellers expected to be reached, given the objectives of providing robust estimates of need for all London boroughs, the City of London, OPDC and LPDC, covering Gypsies and Travellers living in 'bricks and mortar' housing as well as those on sites.

8.2.5.2. Design interview form

The supplier will design a suitable interview survey form/s that will allow collection of the information required for the purposes of this study. The form should be developed, tested and piloted with Gypsies and Travellers and representative organisations. It should be agreed by the GLA Project Management Group and Project Steering Group.

The range of information to be covered in the interview form and focus group schedule will encompass (but not necessarily be limited to) those matters detailed in the objectives (see paragraph 3.2). It should be informed by best practice guidance.

The supplier will need to assess the degree of migration of households or individuals to address possible double-counting with studies in areas outside London. The supplier should make reference to any published studies in neighbouring areas such as the wider South East, in order to present likely linkages between London's Gypsy and Traveller population and those of neighbouring areas. It is not envisaged that this will include primary research outside London.

8.2.6. Recruitment and training of community interviewers

We invite bidders to set out in their bids whether and how community interviewers could be included in the interview study and public engagement aspects of the project, including costings and potential number of community interviewers to be recruited (as well as total number of interviewers).

8.2.7. Promotion and awareness raising of the study

This activity may be undertaken by a community group, and could include publishing articles online, using social media, posters and leaflets and short videos to promote the research. The GLA will promote the work, for example, by publishing web and newsletter articles, using social media and briefing Assembly Members, boroughs and partners.

Suppliers should use multiple engagement approaches that they assess are appropriate to the community/ies and provide accessible information and communication formats (e.g. large print, BSL interpretation) where needed.

8.2.8. Conduct primary research (e.g. face-to-face interviews and focus groups)

Maximum engagement will be key to ensure that the fieldwork and assessment yield robust findings. The supplier will need to outline plans for maximising take up and propose how they will engage, including through working with community members, organisations that represent them and other organisations that provide services for them (for example, site managers and school inclusion officers). Education and health bodies and community organisations are likely to be a source of information, especially for households in bricks and mortar housing who may not be known to a

housing agency. The GLA is ready to assist in facilitating contacts with local authorities where appropriate.

Suppliers should state clearly how they will undertake the fieldwork, including how they will maximise response rates, and/or achieve robust, representative results, with particular emphasis on:

- Proposals for sample stratification
- Arrangements for quality control checking at all stages – selection, training, briefing, fieldwork, data entry, data validation

In terms of the appointment, management and briefing of fieldwork staff, the supplier will provide details where appropriate of the survey expertise and experience of staff employed on the project, and the GLA will have the right to veto the use of particular staff if in the reasonable view of the GLA they are not suitable for the tasks. Any additions or substitutions to the original staff will first need to be agreed with the GLA prior to any such person being involved in the project. Of particular importance is the need to ensure interviewers and interpreters, if they are not community members themselves, have a good understanding of and experience of working with Gypsy and Traveller communities.

For security reasons, the supplier will be required to provide the GLA with the names of all fieldwork staff; this list will be made available to the police. The supplier will need to demonstrate to the GLA how they will carry out the fieldwork in a way that ensures the safety of those tasked with visiting households.

The GLA will not be providing any staff to act as interviewers, but reserves the right to make checks on the accuracy of the data provided at any stage of the survey process, subject to Data Protection principles.

4) Analysis of primary data

- 8.2.9. This stage will involve data input and analysis, identifying issues, and sharing initial findings.

5) Completion of reports

- 8.2.10. The supplier will need to produce an interim report by November 2022, and a final report by February 2023. At both stages, the report findings will need to be presented to the GLA Project Management Group and Project Steering Group.

6) Promotion and awareness raising of findings

- 8.2.11. It is important to report back to communities about the research findings. The supplier will be expected to prepare and potentially deliver presentations at stakeholder forums.

8.3. An inclusive approach

- 8.3.1. The GTANA will adopt an inclusive methodology. Gypsies and Travellers and community organisations are expected to be involved in the study from the start and throughout the process.
- 8.3.2. The involvement of community organisations and organisations that provide services to Gypsy and Travellers communities is key to the success of the project. Their involvement could include, for example:
 - nominating members for the Project Steering Group (PSG), and participation in the steering group throughout the process
 - promote awareness of the GTANA amongst Gypsies and Travellers
 - facilitate access to respondents, including those living in bricks and mortar accommodation
 - recruit and train community interviewers
 - organise and conduct interviews and/or focus groups with Gypsies and Travellers, for example, those living in bricks and mortar accommodation.
- 8.3.3. Part of the overall budget for the study includes a set amount to be reserved for community groups participation throughout the process, to recognise the importance of their role and time to the success of the study, including for example, maximising numbers of Gypsies and Travellers reached.
- 8.3.4. The supplier will be expected to make clear how it intends to work with community organisations, including how the potential impact on their time will be recognised.
- 8.3.5. The involvement of Gypsies and Travellers could include participation in steering groups to provide an advisory role, helping to design the study and interview questionnaire, training and carrying out of primary research e.g. interviews and focus groups, and/or acting as a co-production representative of a particular local group.
- 8.3.6. Members of the public that contribute must feel that their input is impactful and valued. This recognition can be achieved in several ways: for example, from positive feedback and acknowledgement to training or personal development. Payment may sometimes also be appropriate for their involvement in any co-design, development, delivery, monitoring or evaluation of the project. The supplier should consider the possibility of payment, either for expenses, or in recognition of time, insights and skills. The supplier will need to make provision for this resource in their budget.

9. Project Management

- 9.1. The supplier will report to the Lead Project Officer, Natalie Gordon. The supplier shall nominate one primary contact and at least one alternative contact. The supplier will be required to make weekly reports on progress, and highlight any issues arising as soon as possible, such as non-response patterns and reasons for refusals.
- 9.2. *GLA Project Management Group*
A GLA Project Management Group (PMG) is responsible for the overall coordination and control of the project, making decisions at all key stages, and having regard to the views of the different stakeholders. Throughout the process, the

GLA Project Management group will need to report progress to colleagues and Assembly Members. The supplier will be expected to provide oral and written updates to the PMG as and when required by the GLA.

9.3. *Project Steering Group*

- 9.3.1. The supplier will need to establish a Project Steering Group, composed of a range of stakeholders with an interest in this work, to advise and provide guidance to the supplier and GLA Project Management Group. Members of the group should include between three to five representatives from community organisations, Gypsies and Travellers, GLA staff and a borough officer/s. Community organisations such as London Gypsies and Travellers should be involved in nominating members of the Project Steering Group. Community organisations should put forward one member of their organisation to be a member.
- 9.3.2. Gypsies and Travellers participating in the steering group and/or providing advisory role should be reimbursed for their time e.g. through reimbursing travel and lunch expenses, where receipts are provided, and providing vouchers as appropriate.
- 9.3.3. The supplier will need to agree with the GLA and community organisations a chair for the group and develop a Terms of Reference for the group. The supplier will be expected to organise approximately eight meetings over the course of the study with the group and provide secretariat support (draft the agenda and circulate meeting notes), focusing on agreed actions and/or revisions. The supplier will be expected to present the findings arising from the GTANA to these groups at the appropriate time.
- 9.3.4. The supplier will need to keep the steering group regularly updated (e.g. every other month) on progress, to minimise any risks and achieve buy-in.

9.4. *Other stakeholder meetings*

The supplier will need to set up workshops and meetings with key stakeholders, such as boroughs (including teams outside Planning and Housing and Housing and Land) and community organisations representing Gypsies and Travellers.

- 9.5. The project will be undertaken according to the GLA conditions of contract, which are provided as part of the ITT package.

10. Costs and payments

- 10.1. The project has a maximum budget of up to £200,000. Appointed community group/s will form part of the project team and will be paid between £10,000 to £25,000 from the total amount available to provide an advisory role and foster engagement in the study. Bidders are invited to submit costs of service provision in line with this valuation. The award will go to the supplier who best meets the criteria set out in the quality questions.
- 10.2. Bidders should follow the template set out in the Example Pricing Sheet. This should include a price per interview and per focus group for the primary data collection aspect. Further information and/or examples are provided in italics. Examples are provided for illustrative purposes only.

- 10.3. The project must be delivered within the stated budget. The duration of the project is 12 months, any extension is optional, subject to spending review and budget availability.
- 10.4. Payment will be subject to satisfactory completion of certain stages of the project. The supplier will need to invoice the GLA after the completion of each relevant stage. Invoices are to clearly state the appropriate period, rates, staff costs, other expenses and activities being claimed for as well as the Purchase Order number for the project and the buyer code (to be advised). Satisfactory completion will be assessed in relation to the supplier's performance against the ITT and the Supplier's response. Unsatisfactory performance may result in cessation of the work and a reduction in payment
- 10.5. Suppliers should confirm that they either have, or would be willing to obtain, the levels of insurance stipulated by the GLA, as described below:
- Public Liability: £5m
 - Employers Liability: £5m
 - Professional Indemnity: minimum £1m
 - Cyber liability: £1m
 - Motor insurance as required by applicable UK law

Suppliers will be responsible for all insurance costs. Further information on insurance policies can be found in the supporting Contract for Services document.

11. Confidentiality

- 11.1 Without prejudice to the provisions of the Contract for Services, the supplier should note:
- This work is highly sensitive and all work should be carried out on a strictly confidential basis unless otherwise agreed with the GLA.
 - Interviewers will be required to sign a confidentiality declaration stating that any interviews have been conducted in accordance with the GLA requirements.
 - The contents of the report shall be confidential until the final report is completed and published on the GLA website or otherwise placed in the public domain by the GLA.

12. Copyright

- 12.1 Without prejudice to the provisions of the Contract for Services, the supplier should note:
- The GLA shall hold the copyright to all material related to the study, including printed and electronic material produced.
 - Prior consent in writing will be required by the GLA for the publication or use of the information by the awarded supplier, other persons or bodies.
 - The GLA shall be able to distribute the material in part or whole to any organisation or individual it determines, at no extra cost.

13. Procurement and Project Timetable

Project timetable

The following timetable is proposed; suppliers are invited to comment on its feasibility, including whether the timeframes below are considered realistic, and to submit a detailed timetable.

Activity	Proposed timetable
Tender advertisement	Monday 10 January 2022
ITT clarification request deadline	Thursday 20 January 2022
Closing date for tender	Wednesday 02 February 2022
Tender interview for shortlisted firms	Monday 14 February 2022
Appointment (subject to contract)	Friday 4 March 2022
Supplier inception meeting (Project Steering Group established and methodology to be agreed)	Early March 2022
Gather, assess and analysis of secondary data	March 2022
Produce secondary data report/s	March / April 2022
Prepare primary research	April 2022
Recruitment and training of community interviewers	May 2022
Promotion of the study	May 2022
Primary data collection	June – October 2022
Primary data analysis	November 2022 – December 2022
Completion of interim reports	November 2022
Completion of final reports	February 2023
Presentations and promotion of findings	March 2023

Further information

If you have any queries regarding this tender specification, please contact:

██████████ Strategic Planner, GLA London Plan Team

██

██████████

Background documents

London Plan 2021 https://www.london.gov.uk/sites/default/files/the_london_plan_2021.pdf

GLA Gypsy and Traveller Accommodation Topic Paper

2017 [gla_topic_paper_gypsy_and_traveller_accommodation.pdf \(london.gov.uk\)](#)

GLA London Boroughs' Gypsy and Traveller Accommodation Needs Assessment 2008 [Gypsy and Traveller Accommodation Needs Assessment \(london.gov.uk\)](#)

National Planning Policy Framework [National Planning Policy Framework - Guidance - GOV.UK \(www.gov.uk\)](#)

Planning Policy for Traveller Sites DCLG 2015 [Planning policy for traveller sites - GOV.UK \(www.gov.uk\)](#)

Conducting Gypsy and Traveller Accommodation Assessments 2007 [accomneedsassessments.pdf \(publishing.service.gov.uk\)](#)

Government draft guidance 2016 [Title \(publishing.service.gov.uk\)](#)

Welsh guidance [Revised Undertaking GTAA Guidance \(gov.wales\)](#)

Appendix 1 Local Gypsy and Traveller Accommodation Needs Assessments

Local Gypsy and Traveller Accommodation Needs Assessments	Link to assessment	Year published
Enfield	https://new.enfield.gov.uk/services/your-council/gypsy-and-traveller-accommodation-needs-assessment-2020-your-council.pdf	2020
Southwark	https://www.southwark.gov.uk/finding-a-new-home/gypsies-and-travellers?chapter=2&displaypref=large	2020
Waltham Forest	2020 03 30 Waltham Forest Gypsy and Traveller Accommodation Assessment Final Report (1).pdf	2020
Bexley	Gypsy, Traveller and Travelling Showperson Accommodation Assessment 2019 (bexley.gov.uk)	2019
Havering	https://consultation.havering.gov.uk/planning/gypsy-traveller-showpeople-accommodation/supporting_documents/Havering_gypsy_and_traveller_accommodation_assessment_gtaa_update_report_march_2019.pdf	2019
Islington	https://www.islington.gov.uk/-/media/sharepoint-lists/public-records/planningandbuildingcontrol/publicity/publicconsultation/20192020/20190903gypsyandtravelleraccommodationassessmentjuly2019.pdf?la=en&hash=4A338BE70D3275B41FE1CDCB947C3A6C23182E9E	2019
Merton	https://www.merton.gov.uk/Documents/11%20Housing%20Merton%20Local%20Plan%20Reg19%20July21.pdf	2019
Wandsworth	gypsies and travellers accommodation needs assessment.pdf (wandsworth.gov.uk)	2019
Barking and Dagenham	https://www.lbdb.gov.uk/sites/default/files/attachments/Gypsy-and-Traveller-Accommodation-Assessment-2018.pdf	2018
Barnet	https://www.brent.gov.uk/media/16411801/2018-10-26-west-london-gtaa-final-report.pdf	2018
Brent	https://www.brent.gov.uk/media/16411801/2018-10-26-west-london-gtaa-final-report.pdf	2018
Ealing	https://www.brent.gov.uk/media/16411801/2018-10-26-west-london-gtaa-final-report.pdf	2018
Hackney	https://drive.google.com/file/d/1MdP0g4G0oRHGkrpst_D33NYsl2jrIOAN/view	2018
Harrow	https://www.brent.gov.uk/media/16411801/2018-10-26-west-london-gtaa-final-report.pdf	2018
Hillingdon	https://www.brent.gov.uk/media/16411801/2018-10-26-west-london-gtaa-final-report.pdf	2018

Hounslow	https://www.brent.gov.uk/media/16411801/2018-10-26-west-london-gtaa-final-report.pdf	2018
Kingston upon Thames	Gypsies and Travellers Accommodation Needs Assessment – www.kingston.gov.uk	2018
Old Oak and Park Royal Development Corporation (OPDC)	https://www.london.gov.uk/sites/default/files/21_gypsy_and_traveller_assessment_2018.pdf	2018
Lambeth	https://www.lambeth.gov.uk/sites/default/files/Assessment_of_Gypsy_and_Traveller_accommodation_need.pdf	2017
Bromley	https://www.bromley.gov.uk/downloads/file/2765/gypsies_and_travellers_and_travelling_showpeople_accommodation_assessment_2016	2016
Camden	https://www.camden.gov.uk/documents/20142/15759323/5.+2016+01+10+Camden+GTAA+Stakeholder+Addendum.pdf/81e61884-e46a-1da4-7149-257a22a13b79	2016
Greenwich	https://www.royalgreenwich.gov.uk/downloads/file/3192/traveller_and_gypsy_accommodation_assessment_march_2016	2016
Hammersmith and Fulham	https://www.lbhf.gov.uk/sites/default/files/section_attachments/sd17_joint_gtana.pdf	2016
Kensington and Chelsea	https://www.lbhf.gov.uk/sites/default/files/section_attachments/sd17_joint_gtana.pdf	2016
Lewisham	https://lewisham.gov.uk/-/media/files/imported/accommodationneedsassessment2016.ashx 2016 update – background info	2016
Newham	https://www.newham.gov.uk/downloads/file/881/travelleraccommodationassessment	2016
Redbridge	https://www.redbridge.gov.uk/media/5273/lbr-202-redbridge-gypsy-travellers-accommodation-assessment-april-2016.pdf	2016
Richmond upon Thames	lha gypsy and traveller research.pdf (richmond.gov.uk)	2016
Tower Hamlets	https://www.towerhamlets.gov.uk/ignl/planning_and_building_control/planning_policy_guidance/Local_plan/core_strategy_adoption-exam.aspx	2016
Sutton	https://drive.google.com/file/d/1Rhwp79G2mPu6dm3npgPVwu9QkNCFodSS/view	2015
Croydon	https://www.croydon.gov.uk/planningandregeneration/framework/lpevidence/homes/gypsiestravellers	2013
London Legacy Development Corporation (LLDC)	Hambleton–Traveller Housing Needs Study (queenelizabetholympicpark.co.uk)	2014
City of London	City Plan 2036 Proposed Submission Version: Topic Paper 2 – HOUSING (cityoflondon.gov.uk)	See London-wide GTANA 2008

Haringey	https://www.haringey.gov.uk/planning-and-building-control/planning/planning-policy/local-plan/local-plan-evidence-base	See London-wide GTANA 2008 (GTANA to be published in 2022)
Westminster	https://www.westminster.gov.uk/sites/default/files/ev_h_011_gla_gypsy_and_traveller_acc_topic_paper.pdf	See London-wide GTANA 2008

Appendix 2 – Risks to the success of the project

Key risks and issues are summarised in the following table:

Risk	Mitigation method	Current probability (1: low; 4: high)	Current impact (1: low; 4: high)	RAG
Engagement with Gypsy and Traveller communities proves challenging, especially where residents have been recently surveyed for local assessments and where there is scepticism given the lack of new provision since the previous assessment.	Initiate discussions with Gypsy and Traveller community groups ahead of the procurement and maintain close engagement throughout the project; tailor communications strategy to the needs of this group, using multiple engagement methods as set out above and seeking proposals on engagement from bidders; an appointed organisation to set out how it will work with borough officers and community groups to facilitate access to sites in a considerate and respectful manner.	2	4	Amber
Low numbers achieved from fieldwork e.g. due to difficulty accessing sites and conducting research during periods of travel.	Engagement with Gypsies and Travellers, community organisations, and those who work closely with the communities will inform the timing of fieldwork and facilitate access to sites.	2	4	Amber
Commissioned organisation fails to deliver to expected quality or to time.	Set clear and specific parameters for delivery. Build in regular milestones to check progress.	2	3	Amber
Project delivery cost threatens to exceed allocated budget.	Agree a project plan with clearly defined tasks and milestones. Hold frequent and regular meetings to scrutinise progress against project plan and costs.	1	3	Green

Boroughs may question the rationale for carrying out a London-wide assessment when some boroughs have recently conducted local assessments.	An appointed organisation to consider the scope for incorporating information from recent borough-level assessments, where this is robust, to avoid duplication of work. Highlight the benefits to London boroughs of a consistent, up-to-date data set for all of London.	1	3	Amber
---	---	---	---	-------

Appendix 3: Equality Monitoring

The Public Sector Equality Duty (PSED) set out at Section 149 of the Equality Act 2010 requires the GLA, when exercising its functions, to have ‘due regard’ to the need to:

1. eliminate discrimination, harassment and victimisation and other conduct prohibited under the Act;
2. advance equality of opportunity between people who share a protected characteristic and those who do not;
3. foster good relations between people who share a protected characteristic and those who do not.

Having due regard to the need to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to:

- 2 (a) remove or minimise disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic;
- 2 (b) take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of persons who do not share it;
- 2 (c) encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.

Having due regard to the need to foster good relations between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to:

- 3(a) tackle prejudice, and
- 3(b) promote understanding.

1. Please provide an outline of the project, who it is aimed at and any key issues to be aware of.

2. Which of the Public Sector Equality Duty aims are relevant to the project and the impacts identified?

Assessment

List aspects of the project that might affect particular groups

Key aspects	Particular group that could be affected

Equality impacts, mitigating actions and justification (where applicable)

Group	Potential impact description What positive and negative impacts have been identified (known and potential) for particular groups? Refer to evidence (including engagement).	Relevant PSED aim (1, 2a, b or c, and/or 3)	Actions identified and/or justification For negative impacts, set out mitigating actions to minimise or eliminate negative impacts and any action plan. If negative impacts cannot be mitigated, provide objective justification . For positive impacts, consider how these could be maximised.	Assessment of equality impacts Score each impact as either: +2 Strong positive +1 Positive 0 Neutral - 1 Negative - 2 Strong negative Mixed or uncertain
Age (consider particularly children, under 21s and over 65s)	Positive Negative			

Disability (consider different types of physical, learning or mental disabilities)	Positive Negative			
Gender reassignment	Positive Negative			
Marriage and civil partnership	Positive Negative			
Pregnancy and maternity	Positive Negative			
Race or Ethnicity (consider refugees, asylum seekers, migrants, gypsies and travellers)	Positive Negative			

Religion or belief	Positive			
	Negative			
Sex	Positive			
	Negative			
Sexual orientation	Positive			
	Negative			
People on low incomes	Positive			
	Negative			

Overview of equality impacts

Using your findings from the table above, summarise the impacts for each group in the table below using the scoring listed above.

	Age	Disability	Gender reassignment	Marriage and civil partnership	Pregnancy and maternity	Race	Religion and belief	Sex	Sexual Orientation	People on low incomes

Guidance 1										
------------	--	--	--	--	--	--	--	--	--	--

Consider whether to break the project down introduce further rows in order to make clear different equality impacts for different aspects of the project.

Amendments to the project

Change	Reason for change
What changes have you made to the project as a result of this EqlA?	Why have these changes been made?

Recommendation

Based your assessment, please indicate which course of action you are recommending.

Outcome Number	Description	Mark with an X (more than one box can apply)
Outcome One	No major change to the project is required This EqlA has not identified any potential for discrimination or negative impact, and all opportunities to advance equality have been taken.	
Outcome Two	Adjustments to the project are required to remove barriers identified by the EqlA or better advance equality.	
Outcome Three	Justify and continue with the project despite having identified some potential for negative impacts or missed opportunities to advance equality.	
Outcome Four	Stop, rethink or abandon when the EqlA shows actual or potential unlawful discrimination	

Monitoring

Monitoring will take place through the regular update meetings with the client.

Supporting evidence

Age

Disability

Gender reassignment

Marriage or Civil Partnership

Pregnancy and maternity

Race

--

Religion or belief

--

Sex

--

Sexual orientation

--

Gaps in Evidence

Please detail any areas identified as requiring further data or detailed analysis.

Summary of protected groups engaged

List the protected groups that have been engaged through the informal engagement - Please refer to the engagement table 2 below.

If groups are identified in the assessment who have not been previously engaged, briefly set out how they will be targeted through the formal engagement (i.e either a specific focus group meeting or invitation to community webinar event) and timeframes.

Already engaged:

Future engagement:

Engagement record

Engagement undertaken which is relevant to the EqIA for example with specific community groups, or protected characteristic groupings, or to fill identified evidence gaps.

Event details	Specific groups represented	Key findings

Equality Monitoring Information

(To be completed, where possible, by those involved in the project to understand the diversity of those responding to tenders and inform the GLA's future work on responsible procurement – all questions are optional)

1. What is your age?

- 16 – 24
- 25 - 34

- 35 – 49
- 50 – 64
- 65 – 79
- 80+
- Age unknown
- Prefer not to say

2. Do you consider yourself to have a disability or long-term condition?

- Yes
- No
- Prefer not to say

3. Please specify your ethnicity.

Asian/Asian British

- Indian
- Pakistani
- Bangladeshi
- Chinese
- Any other Asian background

Black/African/Caribbean/Black British

- African
- Caribbean
- Any other Black / African / Caribbean background

Mixed/multiple ethnic groups

- White and Black Caribbean
- White and Black African
- White and Asian
- Any other Mixed / Multiple ethnic background

Other ethnic group (please state)

White

- English / Welsh / Scottish / Northern Irish / British
- Irish
- Gypsy or Irish Traveller
- Any other White background

Another ethnic group (please state)

- Arab
- Any other ethnic group

Ethnicity unknown

Prefer not to say

4. What best describes your gender?

- Female
- Male
- Non-binary
- I use another term:

- Prefer not to say
5. Do you consider yourself to be trans*?
- Yes
 - No
 - Prefer not to say
6. What best describes your sexual orientation?
- Bi
 - Gay/Lesbian
 - Heterosexual/straight
 - I use another term:
 - Prefer not to say
7. Do you have caring responsibilities (i.e. are you the primary/ secondary caregiver to a child or children, other dependants including disabled, elderly or sick adults?)
- Yes, I am the Primary Carer of an individual/s
 - Yes, I am the Secondary Carer of an individual/s
 - No
 - Prefer not to say

TFL RESTRICTED



[SUBJECT TO CONTRACT]

Contract Reference Number: 29951

Date:

Contract for Services
between
Greater London Authority
and
RRR Consultancy Ltd

Version: Generic November 2021

Contents

CLAUSE	HEADING	PAGE
1.	DEFINITIONS AND INTERPRETATION	4
2.	COMMENCEMENT AND DURATION	12
3.	THE SERVICES	12
4.	CHARGES	13
5.	PAYMENT PROCEDURES AND APPROVALS	13
6.	WARRANTIES AND OBLIGATIONS	15
7.	OPERATIONAL MANAGEMENT	16
8.	SERVICE PROVIDER'S PERSONNEL	17
9.	SUB-CONTRACTING AND CHANGE OF OWNERSHIP	18
10.	CONFLICT OF INTEREST	20
11.	ACCESS TO PREMISES AND ASSETS	20
12.	COMPLIANCE WITH POLICIES AND LAW	21
13.	LONDON LIVING WAGE	29
14.	CORRUPT GIFTS AND PAYMENT OF COMMISSION	31
15.	EQUIPMENT	31
16.	QUALITY AND BEST VALUE	31
17.	RECORDS, AUDIT AND INSPECTION	32
18.	SET-OFF	32
19.	INDEMNITY	33
20.	INSURANCE	33
21.	THE AUTHORITY'S DATA	34
22.	INTELLECTUAL PROPERTY RIGHTS	34
23.	PRIVACY, DATA PROTECTION AND CYBER SECURITY	35
24.	CONFIDENTIALITY AND ANNOUNCEMENTS	35
25.	FREEDOM OF INFORMATION AND TRANSPARENCY	36
26.	DISPUTE RESOLUTION	37
27.	BREACH AND TERMINATION OF CONTRACT	38
28.	CONSEQUENCES OF TERMINATION OR EXPIRY	40
29.	DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT	41
30.	SURVIVAL	43
31.	RIGHTS OF THIRD PARTIES	43
32.	CONTRACT VARIATION	44
33.	NOVATION	44
34.	NON-WAIVER OF RIGHTS	44
35.	ILLEGALITY AND SEVERABILITY	44
36.	NOTICES	45
37.	ENTIRE AGREEMENT	45
38.	COUNTERPARTS	45
39.	RELATIONSHIP OF THE PARTIES	46

40.	FURTHER ASSURANCE	46
41.	GOVERNING LAW	46
	SCHEDULE 1 - KEY CONTRACT INFORMATION.....	48
	SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT	52
	SCHEDULE 3 – SPECIFICATION	53
	SCHEDULE 4 – CHARGES	54
	SCHEDULE 5 - PROJECT PLAN.....	55
	SCHEDULE 6 - FORM FOR VARIATION	56
	SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS	59
	SCHEDULE 8 – RE-TENDER COOPERATION.....	60

THIS CONTRACT is made the day of 16 March 2022

BETWEEN:

- (1) The Greater London Authority (“**the Authority**”); and
- (2) RRR Consultancy Ltd, a company registered in England and Wales (Company Registration Number 07170818) whose registered office is at Olive Tree House, Aisby, Gainsborough, Lincolnshire, United Kingdom, DN21 5RF (“**the Service Provider**”).

RECITALS:

- A. *[Insert text that briefly describes the particular project/why the services are required]*;
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

THE PARTIES AGREE THAT:

1. Definitions and Interpretation

In the Contract (including the Recitals):

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

“Affected Party” has the meaning given to it in Clause 27.3;

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

“Authority Group” shall mean where the Authority is:

- (a) TfL, TfL in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any

	<p>“member of the Authority Group” shall refer to TfL or any such subsidiary; and</p> <p>(b) the Greater London Authority (GLA), the GLA, TfL, the Mayor’s Office for Policing and Crime, the London Fire Commissioner, London Legacy Development Corporation and the Old Oak and Park Royal Development Corporation (“Functional Bodies”) each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any “member of the Authority Group” shall refer to the GLA, any Functional Body or any such subsidiary;</p>
“Authority Premises”	any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group;
“Business Day”	any day excluding Saturdays, Sundays or public or bank holidays in England;
“Cessation Plan”	a plan agreed between the Parties or determined by the Authority pursuant to Clauses 29.1 to 29.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 29.6 to 29.10 (inclusive) to give effect to a Public Procurement Termination Event;
“Charges”	the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 27.6 or Clause 32;
“Confidential Information”	all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications,

	networks, trade secrets, know-how or personnel of the Authority Group);
“Contract”	this contract, including the Schedules and all other documents referred to in this contract;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Contract Information”	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
“Contract Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Data Protection Legislation”	means: <ul style="list-style-type: none"> (a) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; (b) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
“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 or Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016;
“Electronic Invoicing Platform”	the Authority’s invoicing platform for the submission and receipt of electronic invoices;

“Electronic Procure-to-Pay (eP2P) Vendor Handbook”	<p>the handbook setting out the system, format, file requirements and steps for registering to use and using the Electronic Invoicing Platform as updated from time to time, a copy of which can be downloaded from the following link-</p> <p>https://tfl.gov.uk/corporate/publications-and-reports/procurement-information#on-this-page-5;</p>
“Force Majeure Event”	<p>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 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;</p>
“Holding Company”	<p>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;</p>
“Insolvency Event”	<p>any of the following:</p> <ul style="list-style-type: none"> <li data-bbox="722 1417 1356 1597">(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; <li data-bbox="722 1641 1356 1854">(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; <li data-bbox="722 1888 1356 1995">(c) the Service Provider applying to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986;

- (d) 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);
- (e) 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;
- (f) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (g) being an individual or firm, the Service Provider's financial position deteriorating so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract are in jeopardy; or
- (h) any similar event to those in (a) to (g) 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, utility model, 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;

“Key Personnel”

the Service Provider's key personnel named

	in Schedule 1;
“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;
“Milestone”	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
“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;
“PDF Invoices”	invoices in PDF (portable document format) format;
“Personal Data”	has the meaning given to it in the Data Protection Legislation;
“Processing”	has the meaning given to it in the Data Protection Legislation;
“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;
“Project Plan”	the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
“Public Procurement Termination Event”	has the meaning given to it in Clause 29.7;
“Public Procurement Termination Grounds”	any one or more of the grounds described either in Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016;
“Service Commencement”	the date for commencement of the Services set out in Schedule 1;

Date”	
“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”	<p>(a) subject to Clause 27.6 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 32; and</p> <p>(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;</p>
“Specification”	the specification and other requirements set out in Schedule 3;
“Supply Chain Finance Option”	has the meaning given to it in paragraph 1 of Part B of Schedule 6;
“Term”	the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
“TfL”	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
“Transparency Commitment”	means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published

transparency commitments;

“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

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 27.

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;

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; and

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 in the reasonable opinion of the Authority the Service Provider has failed to provide the Services or any part of them in accordance with the Contract, the Service Provider shall, without prejudice to any of the Authority's other rights, re-perform the Services or part thereof as requested by the Authority at no additional cost and within such period of time as reasonably specified by the Authority.
- 3.5 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so 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.
- 3.6 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.
- 3.7 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, 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.¹

5. Payment Procedures and Approvals

- 5.1 The Service Provider shall invoice the Authority in respect of the Charges:

¹ As of 1 March 2021, additional provisions may be required if the VAT reverse charge applies to certain Services which are classified as construction services under the Construction Industry Scheme and where TfL is not the End User. Please refer to Commercial Technical Bulletin, Issue 67 (11.09.19) for an overview of the VAT reverse charge and its application, and consult with the Governance and Best Practice team for guidance in the first instance. For Contracts requiring additional provisions, please consult with TfL Legal for the appropriate drafting.

5.1.1 where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 1; or

5.1.2 if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

and shall not make any separate charge for submitting any invoice.

5.2 The Service Provider shall submit:

5.2.1 PDF Invoices via email to the email address set out in Schedule 1 and shall ensure that each PDF Invoice has a unique file reference and be a separate PDF file; or

5.2.2 electronic invoices via the Electronic Invoicing Platform and in compliance with the Electronic Procure-to-Pay (eP2P) Vendor Handbook; and

each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT, the Authority's name and address and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment. PDF Invoices, which are sent to the Authority via email, are taken to have been received at the time of transmission. Electronic invoices are taken to have been received at the time when they are transmitted to the Authority via the Electronic Invoicing Platform.

5.3 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.

5.4 The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 5, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:

5.4.1 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;

5.4.2 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.

The Authority shall not be entitled to treat any properly submitted invoice as disputed or incorrect solely due to its own undue delay in considering and verifying it.

- 5.5 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:

5.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or 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

5.5.2 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 18, 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.

- 5.6 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.

- 5.7 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England 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) 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.
- 7.2 The Service Provider shall deal with the Contract Manager (or their nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:
 - 7.2.1 variations to the Contract;
 - 7.2.2 any matter concerning the terms of the Contract; and
 - 7.2.3 any financial matter (including any issues in Schedule 4),

which shall be referred to the Procurement Manager.

- 7.3 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 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not 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 any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services 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 could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice 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 the Authority or other member of the Authority Group incur or

suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.

- 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.
- 8.8 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.

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, which may be refused or granted 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 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify the Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;
 - 9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is

engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);

9.2.6 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;

9.2.7 include a term in each sub-contract (of any tier):

9.2.7.1 requiring payment to be made by the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements;

9.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements;

9.2.7.3 entitling the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and

9.2.7.4 a requirement that the sub-contractor includes a provision having the same effect as Clause 9.2.7.3 above in any sub-contract it awards.

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 27.1.4.

11. Access to Premises and Assets

- 11.1 Subject to Clause 8.4 any access to either or 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, 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 Premises or any assets on Authority 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 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)) including the provisions set out in Schedule 7 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 Authority 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 with and shall 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 or 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 is under 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 Authority where possible in satisfying this duty;
- 12.1.5 where possible, shall provide the Services in such a manner as 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;
- 12.1.6 Where the GLA is the Authority the Service Provider shall:
- 12.1.6.1 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 Clause 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 cooperate 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, 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, the Criminal Finances Act 2017 and any guidance issued by the Secretary of State under it; and
- 12.1.10 where applicable to the Service Provider and without limiting the generality of Clause 12.1.2, shall comply with the Modern

Slavery Act 2015 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 12.3 to 12.12 (inclusive) of this Contract, the following expressions shall have the following meanings:

“Approved Progressive Driver Training”	an ongoing programme of Drivers’ training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment (including on-road experience from a cyclist’s perspective), which is required to be completed at least once every 5 years;
“Car-derived Van”	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
“Category N2 HGV”	a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;
“Category N3 HGV”	a vehicle designed and constructed for the carriage of goods and having a MAM

	exceeding 12,000 kilograms;
“CLOCS Standard”	the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites; further information can be found at: www.clocs.org.uk ;
“Collision Report”	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
“Delivery and Servicing Vehicle”	a HGV, a Van or a Car-derived Van;
“Driver”	any employee of the Service Provider (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;
“DVLA”	Driver and Vehicle Licensing Agency;
“Direct Vision Standard” or “DVS”	Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk ;
“Equivalent Scheme”	has the meaning given to it in Clause 12.4.1;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers. It 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 ;
“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 ;
“HGV”	a vehicle with a 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;
“Silver Accreditation”	the minimum level of accreditation within the FORS Standard acceptable for the contract schedule, 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; and
“WRRR Self-Certification Report”	has the meaning given to it in Clause 12.10.

Fleet Operator Recognition Scheme Accreditation

12.4 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, 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 **“Equivalent Scheme”**); and

12.4.2 (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Equivalent Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Equivalent Scheme) by way of an annual independent audit in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Equivalent Scheme. Alternatively, where the Service Provider has attained Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Features on HGVs

- 12.5 The Service Provider shall ensure that every HGV, which it uses to provide the Services, shall be fitted with safety features consistent with the FORS Silver Accreditation.

Construction Logistics and Community Safety (CLOCS)

- 12.6 Where applicable, for works contracts exceeding a value of £1m:

12.6.1 the Service Provider shall comply with the CLOCS Standard; and

12.6.2 the Service Provider shall ensure that the conditions at all sites and locations where:

12.6.2.1 the Services are being delivered; or

12.6.2.2 in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,

are appropriate for each Category N3 HGV being used in the provision of the Services.

Direct Vision Standard (DVS)

- 12.7 Where applicable, for contracts exceeding a value of £1m where the duration will exceed 12 months and a significant amount of the work will be conducted within the GLA boundaries:

12.7.1 the Service Provider shall comply with the DVS Schedule attached to this Contract; and

12.7.2 the Service Provider shall ensure that:

12.7.3 all Category N3 HGVs used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating; and

12.7.4 from and including 26 October 2023, all Category N3 HGVs used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating.

Driver Training

- 12.8 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that each of its Drivers attend the Approved Progressive Driver Training throughout the Term of the Contract.

Collision Reporting

- 12.9 Where the Service Provider operates Delivery and Servicing Vehicles to deliver the Contract, the Service Provider shall within 15 days of the Contract Commencement Date, provide to the Authority a Collision Report. The Service Provider shall provide to the Authority an updated Collision Report within five Business Days of a written request from the Authority at any time.

Self-Certification of Compliance

- 12.10 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Contract Commencement Date, the Service Provider shall provide a written report to the Authority detailing its compliance with Clauses 12.4, 12.5, 12.6, 12.7, 12.8 and 12.9 (as applicable) of this Contract (the “**WRRR Self-Certification Report**”). The Service Provider shall provide updates of the WRRR Self-Certification Report to the Authority on each six month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Service Provider Regarding Sub-contractors

- 12.11 The Service Provider shall ensure that those of its sub-contractors who operate Category N2 HGVs, Category N3 HGVs, Vans and/or Car-derived Vans to provide the Services shall comply with the corresponding provisions of this Contract:

12.11.1 Clauses 12.4, 12.8, 12.9, 12.10; and

12.11.2 for Category N2 HGVs – Clause 12.5; and

12.11.3 for Category N3 HGVs – Clauses 12.5, and, where applicable 12.6, 12.7;

as if those sub-contractors were a party to this Contract.

Failure to Comply

- 12.12 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 (where applicable), 12.6 (where applicable), 12.7 (where applicable), 12.8, 12.9, 12.10 and 12.11;

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

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

13. London Living Wage

For the purposes of this Clause 13, the following expressions have the corresponding meanings:

“CCSL”	the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;
“London Living Wage”	the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk);
“Subcontractor”	a sub-contractor (of any tier) of the Service Provider.

13.1 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the Authority Group ensure that the London Living Wage be paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Authority’s estate in the circumstances set out in Clause 13.3.1.

13.2 Without prejudice to any other provision of this Contract, the Service Provider shall:

13.2.1 ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services:

13.2.1.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and

13.2.1.2 on the Authority’s estate including (without limitation) premises and land owned or occupied by the Authority,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

13.2.2 ensure that none of:

13.2.2.1 its employees; nor

13.2.2.2 the employees of its Sub-contractors,

engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;

13.2.3 provide to the Authority such information concerning the London Living Wage as the Authority or its nominees may reasonably require from time to time, including (without limitation):

13.2.3.1 all information necessary for the Authority to confirm that the Service Provider is complying with its obligations under Clause 13; and

13.2.3.2 reasonable evidence that Clause 13 has been implemented;

13.2.4 disseminate on behalf of the Authority to:

13.2.4.1 its employees; and

13.2.4.2 the employees of its Sub-contractors,

engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and

13.2.5 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):

13.2.5.1 allowing the CCSL to contact and meet with the Service Provider's employees and any trade unions representing the Service Provider's employees;

13.2.5.2 procuring that the Service Provider's Sub-contractors allow the CCSL to contact and meet with the Subcontractors' employees and any trade unions representing the Sub-contractors' employees,

in order to establish that the obligations in Clause 13.3.1 have been complied with.

13.3 For the avoidance of doubt the Service Provider shall:

13.3.1 implement the annual increase in the rate of the London Living Wage; and

13.3.2 procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

13.4 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its Sub-contractors.

13.5 Without limiting the Authority's rights under any other termination provision in this Contract, the Service Provider shall remedy any breach of the provisions of this Clause 13 within four (4) weeks' notice of the same from the Authority (the "**Notice Period**"). If the Service Provider remains in breach of the provisions of this Clause 13 following the Notice Period, the Authority may by written notice to the Service Provider immediately terminate this Contract.

14. **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.

15. **Equipment**

15.1 Risk in:

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

15.1.2 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.

15.2 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.

16. **Quality and Best Value**

16.1 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.

- 16.2 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.

17. Records, Audit and Inspection

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

17.1.1 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

17.1.2 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), except Records containing Personal Data (as defined in Data Protection Legislation) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").

- 17.2 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.

18. Set-Off

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider

under this Contract or under any other contract with any member of the Authority Group may recover such amount as a debt.

19. **Indemnity**

19.1 Subject to Clause 19.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider's Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

19.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

20. **Insurance**

20.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of not less than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services (the "**Insurances**") and will ensure that the Authority's interest is noted on each and every policy or that any public liability, product liability or employer's liability insurance includes an Indemnity to Principal clause:

20.1.1 public liability to cover injury and loss to third parties;

20.1.2 insurance to cover the loss or damage to any item related to the Services;

20.1.3 product liability; and

20.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 20.1.1 or, if applicable, the product liability insurance referred to in Clause 20.1.3. 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.

20.2 The insurance cover will be maintained with a reputable insurer.

- 20.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 20.1 and payment of all premiums due on each policy.
- 20.4 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 20.1 being or becoming void, voidable or unenforceable.
- 20.5 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.

21. The Authority's Data

- 21.1 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.
- 21.2 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.

22. Intellectual Property Rights

- 22.1 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.
- 22.2 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.
- 22.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 22.4 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.

23. Privacy, Data Protection and Cyber Security

- 23.1 The Service Provider shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with Schedule 2 of this Contract.
- 23.2 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

24. Confidentiality and Announcements

- 24.1 Subject to Clause 25, the Service Provider will keep confidential:
- 24.1.1 the terms of this Contract; and
 - 24.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 24.2 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 24.1.
- 24.3 The obligations on the Service Provider set out in Clause 24.1 will not apply to any Confidential Information:
- 24.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 24);
 - 24.3.2 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
 - 24.3.3 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.
- 24.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 24.5 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.

24.6 The provisions of this Clause 24 will survive any termination of this Contract for a period of 6 years from termination.

25. **Freedom of Information and Transparency**

25.1 For the purposes of this Clause 25:

25.1.1 **“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 or statutory codes of practice 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;

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

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

25.2 The Service Provider acknowledges that the Authority:

25.2.1 is subject to the FOI Legislation and agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

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

25.3 Without prejudice to the generality of Clause 25.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

25.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access 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 two (2) Business Days of receiving such Information Access Request; and

25.3.2 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 five (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.

- 25.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.
- 25.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 25.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 24.1 and Clause 25, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 25.7 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.
- 25.8 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 25.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

26. **Dispute Resolution**

- 26.1 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.
- 26.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7) 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.
- 26.3 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.
- 26.4 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.

- 26.5 Where a dispute is referred to mediation under Clause 26.3, 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.
- 26.6 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.
- 26.7 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 41.
- 26.8 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 26.
- 26.9 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 26 and Clause 26 shall not apply in respect of any circumstances where such remedies are sought.

27. Breach and Termination of Contract

- 27.1 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:
 - 27.1.1 In addition and without prejudice to Clauses 27.1.2 to 27.1.6 (inclusive), 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;
 - 27.1.2 the Service Provider is subject to an Insolvency Event;
 - 27.1.3 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;
 - 27.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;

- 27.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery or other offence described in the Bribery Act 2010 and/or the Criminal Finances Act 2017; or
 - 27.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or
 - 27.1.7 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law.
- 27.2 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 27.2 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.
- 27.3 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 27.3 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.
- 27.4 Without prejudice to the Authority's right to terminate the Contract under Clause 27.1 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 27.4 may be disapplied by notice to that effect in Schedule 1.

27.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 27.1, 27.4 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 29.

27.6 To the extent that the Authority has a right to terminate the Contract under this Clause 27 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.

28. **Consequences of Termination or Expiry**

28.1 Notwithstanding the provisions of Clause 24, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

28.2 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.

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

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

28.3.1.1 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

28.3.1.2 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.

28.3.2 the Authority shall (subject to Clauses 18, 28.1 and 28.4 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.

- 28.4 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 27.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

29. Declaration of Ineffectiveness and Public Procurement Termination Event

- 29.1 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 28 and Clauses 29.1, 29.2, 29.4 to 29.6 (inclusive) and 29.12 shall apply as from the time when the Declaration of Ineffectiveness is made.

- 29.2 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 in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 29.1 to 29.6 inclusive.

- 29.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 29.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from the Authority, 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:

29.3.1 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

29.3.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 29.2 to 29.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.

- 29.4 Where there is any conflict or discrepancy between the provisions of Clause 28 and Clauses 29.2 to 29.6 (inclusive) and 29.12 or the Cessation Plan, the provisions of these Clauses 29.2 to 29.6 (inclusive) and 29.12 and the Cessation Plan shall prevail.
- 29.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the Authority) in the event that a Declaration of Ineffectiveness is made.
- 29.6 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 any Declaration of Ineffectiveness.
- 29.7 Without prejudice to the Authority's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016, in the event that the Authority exercises its right to terminate pursuant to this Clause 29.7 (a "**Public Procurement Termination Event**"), the Authority shall promptly notify the Service Provider and the Parties agree that:
- 29.7.1 the provisions of Clause 28 and these Clauses 29.7 to 29.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and
- 29.7.2 if there is any conflict or discrepancy between the provisions of Clause 28 and these Clauses 29.7 to 29.12 or the Cessation Plan, the provisions of these Clauses 29.7 to 29.12 and the Cessation Plan shall prevail.
- 29.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 29.7 to 29.11 inclusive.
- 29.9 As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, 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:

29.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and

29.9.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of these Clauses 29.7 to 29.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.

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

29.11 The Authority shall pay the Service 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 as a result of Public Procurement Termination Grounds.

29.12 For the avoidance of doubt, the provisions of this Clause 29 (and applicable definitions) shall survive any termination of the Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

30. **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, 15, 17-21 (inclusive), 22.2, 23-26 (inclusive), 28, 29-32 (inclusive), 34-41 (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.

31. **Rights of Third Parties**

31.1 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.

- 31.2 Notwithstanding Clause 31.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

32. Contract Variation

Save where the Authority may require an amendment to the Services and/or this Contract is amended pursuant to the Service Provider's exercise of any Supply Chain Finance Option, the Contract may only be varied or amended with the written agreement of both Parties. Save for any variations or amendments to reflect the Service Provider's exercise of any Supply Chain Finance Option (the mechanism for which is set out at Part B of Schedule 6) 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 Part A of Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

33. Novation

- 33.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).
- 33.2 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.
- 33.3 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.

34. 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 36. 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.

35. 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.

36. Notices

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

36.1.1 if delivered by hand, at the time of delivery; or

36.1.2 if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business Days after being posted.

37. Entire Agreement

37.1 Subject to Clause 37.2:

37.1.1 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

37.1.2 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.

37.2 Nothing in this Clause 37 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

38. 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.

39. 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.

40. 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.

41. Governing Law

41.1 The Contract shall be governed by and construed in accordance with the law of England and Wales.

41.2 Without prejudice to Clause 26, the courts of England and Wales will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract.

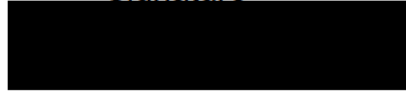
41.3 Either Party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.

41.4 Subject to Clause 41.3, each Party waives any objection to, and submits to, the jurisdiction of the courts of England and Wales. Each Party agrees that a judgment or order of any such court is binding upon it and may be enforced against it in the courts of England and Wales or any other 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



Philip Graham - Executive Director, Good Growth

Print name and position


Date: 17 March 2022

Signed by) Dr Alan Rust-Ryan
for and on behalf of) RRR Consultancy Ltd.
the Service Provider)

Signature



Print name and position

,
Director

Date: 17 March 2022

SCHEDULE 1 - KEY CONTRACT INFORMATION

1. **Contract Reference Number:** 29951
2. **Name of Service Provider:** RRR Consultancy Ltd
3. **Commencement:**
 - (a) **Contract Commencement Date:** 17 March 2022
 - (b) **Service Commencement Date:** 17 March 2022
4. **Duration/Expiry Date:** 17 March 2023
5. **Payment (see Clauses 5.1 and 5.4):**

Clause 5.1

Key activities / tasks	Financial year	Dates/ deadline	Payment amount to supplier (%)	Actual payment (out of £151,390)
Contract award	2021-22	Mar-22	1 st payment 30%	£45,417
Supplier inception meeting (Project Steering Group established and methodology agreed)	2021-22	Mar-2022		
Review, assess and analyse secondary data (including existing published borough assessments)	2021-22	Mar-22		
Produce secondary data report(s)	2022-23	March - April 2022	2 nd payment Interim report 5%	£7,569.50
			3 rd payment Final report 5%	£7,569.50
Prepare primary research	2022-23	Apr-22		
Recruit and train community interviewers	2022-23	May-22	4 th payment on completion of recruitment and training of community interviewers 10%	£15,139
Promote study and fieldwork	2022-23	May-22		

Primary data collection	2022-23	June - Oct 2022		
Primary data analysis	2022-23	Nov - Dec 2022		
Complete interim reports	2022-23	Nov-22	5 th payment 10%	£15,139
Complete final reports	2022-23	Feb-23	6 th payment 30%	£45,417
Present and promote findings	2022-23	Mar-23	7 th payment 5%	£7,569.50
2-month retainer	2023-24	May-23	8 th (final) payment 5%	£7,569.50
Total			100%	£151,390

Clause 5.4

[insert alternative (shorter*) period]

Where no alternative is listed, payment must be made within 30 days of receipt of invoices.

*** the period cannot exceed 30 days**

6. Email address where PDF Invoices shall be sent:

invoices@tfl.gov.uk

7. Time for payment where not 30 days (see Clause 5.4):

8. Details of the Authority's Contract Manager

Name: [REDACTED]
Address: City Hall, Kamal Chumchie Way, London E16 1ZE
Tel: 0 [REDACTED]
Email: [REDACTED]@london.gov.uk

9. Details of the Authority's Procurement Manager

Name: [REDACTED]
Address: 3rd Floor, Pier Walk, North Greenwich, London, SE10 0ES
Tel: [REDACTED]
Email: [REDACTED]@tfl.gov.uk

10. Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility
██████████ Senior consultant and Project Manager	██████████ ████	As well as project managing ██████ will lead on the survey 50 interviews and qualitative analysis and undertake the training of community interviewers.
██████████, Senior consultant	██████████ ████	█████ will help manage the project and contribute towards data analysis and report writing.
██████████ █████ Senior consultant	██████████	██████████ will advise on the research framework, undertake the training of community interviewers, and lead a team of interviewers.
██████████, Planning consultant	██████████ ████	██████████ will act as planning consultant.
██████████, Policy consultant.	██████████	██████████ will undertake policy analysis and development
██████████, Analyst	██████████ ████	█████ will undertake analysis of data and mapping.
██████████ Translator/Interpreter	██████████	██████████ will provide interpreting and translation skills if and when required.

- 11. Notice period in accordance with Clause 27.4 (termination without cause):**

90 days unless an alternative is listed here

- 12. Address for service of notices and other documents in accordance with Clause 36:**

For the Authority: The Planning Team, Greater London Authority, City Hall, Kamal Churchie Way, LONDON, E16 1ZE

For the attention of: [REDACTED],
The Planning Team (London Plan and
Growth Strategies team), Good Growth
directorate

For the Service Provider:

Olive Tree House, Aisby, Gainsborough, Lincolnshire, United Kingdom,
DN21 5RF

- 13. Office facilities to be provided to the Service Provider in accordance with Clause 11.3:** *[Need to be clear about any telephony, IT etc.]*

N/A

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

N/A

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

See schedule 2 attached (Data Protection statement)

GTANA Payments to sub-contractor

Authority: GLA

Supplier: RRR

Sub-contractor / Associate: TBC by RRR

The Supplier should specify to the Authority all specific services or items to be provided by the Sub-contractor / Associate.

The Supplier should consult the Authority with the Sub-contractor / Associate's proposals and agree that they are acceptable before giving the Sub-contractor / Associate's permission to undertake agreed tasks.

Any scope of services documentation produced by the Supplier for the Sub-contractor / Associate should also be shared with the Authority, and should be inline with the GLA scope of services including adherence to all of the schedules and terms and conditions of the contract between the Authority and the Supplier.

The Supplier will pay the Sub-contractor / Associate directly.

The Supplier will share all details of payment to the Sub-contractor / Associate with the Authority for their records / audit purposes.

For further details of sub-contracting please review the contract, section 9. Sub-Contracting and Change of Ownership.

SCHEDULE 3 – SPECIFICATION

Order of precedence:

Where there is a conflict in the specification following order of precedence will be used where the higher ranking file will have precedence over the lower ranked file.

Rank 1: The contract terms and conditions other than the specification under this Schedule 3.

Rank 2: Clarification during tender (attached below)

Rank 3: Specification (zip files) (attached below)

Rank 4: RRR Tender Response (zip files) (attached below). Within this tender response, RRR Consultancy Ltd: GTANA Quality Question Responses (ITT response) will have priority over remaining documents, followed by RRR Consultancy Ltd Presentation on Monday 21 February 2022, followed by remaining documents

Rank 5: RRR clarification responses post tender (attached below)

SCHEDULE 4 – CHARGES

Total cost summary is stated below:

Project stage	Key activities*	Further information	Please add additional notes here, e.g. number of meetings, suggested method changes etc	Key dates / deadlines	Key staff and resources needed	Hourly rate	Total number of hours	Total project cost	
Example	(Project Steering Group established and methodology agreed)			Mid March 2022		£62.50	3	£187.50	
							3	£0.00	
							0	£0.00	
1	Supplier inception meeting (Project Steering Group established and methodology		Includes inception meeting, establishing Steering Group, and holding Steering Group meeting.	Mid March 2022			£62.50	48	£3,000.00
2	Assess and analyse existing secondary data (including existing published borough assessments)	Review Appendix 1 to support your response. Please provide a cost to review and assess each local / borough GTANA listed, include any assumptions.	Although we've already undertaken some preliminary analysis of the existing GTANAs, the site data will need to be confirmed and e.g. unauthorised encampment data updated.	Mar-22			£62.50	48	£3,000.00
3	Produce secondary data report/s			March - April 2022			£62.50	48	£3,000.00
4	Prepare primary research	For example, preparing the interview survey and focus group topic guide.		Apr-22			£62.50	48	£3,000.00
5	Recruitment and training of community interviewers			May-22			£62.50	80	£5,000.00
			Expenses: £1,000						£1,000.00
6	Promotion of study**			May-22			£62.50	56	£3,500.00
			Expenses: £3,000						£3,000.00
7	Primary data collection**	Indicate a cost per interview and per focus group in the "additional notes" column and price for approx 1000 interviews. Please note this figure is provided as a guide, and exact interview and focus group numbers are to be discussed and agreed at a future date, and will be depend on the extent of existing secondary data reports being included in the study. Include any additional assumptions	We charge (and pay our community interviewers) £30 per interview. Our charge for 1,000 interviews would be £30,000. However, our interview leads - KRR & SS - are paid a daily rate. The charges for KRR and SS are in this row whilst the charges for undertaking the interviews are as below.	June - Oct 2022			£62.50	640	£40,000.00
			Household surveys: 556 x £30: £16,980						£16,980.00
			Computer tablets x 5: £1,495						£1,495.00
			Software: £415						£415.00
8	Primary data analysis**			Nov - Dec 2022			£62.50	120	£7,500.00
9	Completion of interim reports			Nov-22			£62.50	280	£17,500.00
10	Completion of final reports			Feb-23		£62.50	280	£17,500.00	
11	Presentation and promotion of			Mar-23		£62.50	48	£3,000.00	
								£1,000.00	
12	Community participation budget							£15,000.00	
13	Progress and Steering Group							£1,500.00	
14	Interpreting costs							£5,000.00	
						Summary	1,696	£151,390.00	

SCHEDULE 5 - PROJECT PLAN

[This Schedule should contain any plans for implementation and, if relevant, any Milestones for payments to be made against.]

Timetable

Event	Duration	Start	Finish
Inception meeting	1	21-Mar-22	21-Mar-22
Establish Project Steering Group	5	21-Mar-22	25-Mar-22
Steering Group meeting	1	28-Mar-22	28-Mar-22
Gathering and analysis of secondary data	10	21-Mar-22	1-Apr-22
Produce secondary data reports	10	30-Mar-22	12-Apr-22
Prepare primary research	10	13-Apr-22	28-Apr-22
Recruitment and training of community interviewers	20	29-Apr-22	27-May-22
Promotion of the study	15	30-May-22	20-Jun-22
Steering Group meeting	1	21-Jun-22	21-Jun-22
Primary data collection (including stakeholder consultation)	50	22-Jun-22	31-Aug-22
Steering Group meeting	1	01-Sep-22	01-Sep-22
Primary data collection (cont.)	50	02-Sep-22	10-Nov-22
Primary data analysis	10	11-Nov-22	24-Nov-22
Completion of interim reports	20	25-Nov-22	03-Jan-23
Consideration of draft report	10	04-Jan-23	17-Jan-23
Steering Group meeting	1	18-Jan-23	18-Jan-23
Completion of final reports	20	19-Jan-23	15-Feb-23
Presentations	TBC	TBC	TBC

SCHEDULE 6 - FORM FOR VARIATION

PART A

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone: *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 32 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

PART B – SUPPLY CHAIN FINANCE OPTION RELATED VARIATIONS

1. The Authority is developing a scheme and system whereby the Service Provider may be permitted, at the Authority's sole discretion, to seek payment of invoices in respect of Charges under this Contract within a time period less than the 30 days of receipt set out Clause 5.4.1 in consideration for a reduction in the Charges due thereunder (the **"Supply Chain Finance Option"**).
2. The Service Provider hereby agrees that where such requests are made by the Service Provider and approved by the Authority, by way of such process and/or systems put in place by the Authority acting either on its own behalf or by or via its employees, agents, contractors or otherwise such request, approval and resulting accelerated and reduced payment shall constitute the Service Provider's exercise of the Supply Chain Finance Option and the valid and legally binding:
 - 2.1 variation by the Parties of the related Charges due and payable to the Service Provider under this Contract; and
 - 2.2 waiver by the Service Provider of any right held previously by it to invoice for and be paid the amount by which the Charges are reduced pursuant to its exercise of the Supply Chain Finance Option.

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

SCHEDULE 8 – RE-TENDER COOPERATION

- In the event of the service transferring to a new service provider, the incumbent service provider will take reasonable action to ensure the smooth transition of services, and will not act to impede such transfer.
- In the event of the service transferring to a new service provider, the Service provider will provide the Authority all requested data and statistics regarding outputs and performance management (including historical trend analysis) related to the service.