

Our reference: MGLA131123-0172

Date: 19 December 2023

MGLA131123-0172 – FOI response

Thank you for your request for information which the Greater London Authority (GLA) received on 11 November 2023. Your request has been considered under the Freedom of Information Act 2000.

You requested:

Please can you supply the contract documents relating to the following expenditure line:

10029637 IDENTITY HOLDING LIMITED 542330 EVENT MANAGEMENT FEE
5110223960 1,200,000.00 24-Mar-23 STRATEGY & COMMUNICATIONS

Our response:

I can confirm that the GLA holds information within the scope of your request. Please find attached two documents

- Framework agreement for the provision of services between the GLA and Identity Holdings Ltd
- Call-off contract

Exempt information:

Personal data

Please note that some names of members of staff are exempt from disclosure under s.40 (Personal information) of the Freedom of Information Act. This information would identify specific employees and as such constitutes 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.

GREATER LONDON AUTHORITY

Commercial interests

Some information within these documents is exempt from disclosure under section 43 (2) Commercial interests of the Act. Section 43(2) exempts information whose disclosure would, or would be likely to, prejudice the commercial interests of any legal person (an individual, a company, the public authority itself or any other legal entity).

The information in question relates to detailed rates in the framework agreement (5 pages) and detailed charges in the call-off contract (2 pages).

A commercial interest relates to a person's ability to participate competitively in a commercial activity.

Disclosure would prejudice Identity Holdings commercial interests because it would reveal commercially sensitive information to their competitors.

Disclosing individual unit prices and breakdown of costings is likely to disadvantage the GLA's negotiating position in any future procurement exercise for such services.

Section 43(2) constitutes a qualified exemption from our duty to disclose information under the Act and consideration has to be given as to whether the public interest favouring disclosure of the information covered by this exemption outweighs the public interest considerations favouring maintaining the exemption and withholding the information.

Public interest test

The GLA recognises the public interest in transparency across public authorities, in building public trust and ensuring a suitable level of scrutiny around procurement and spending.

However, it is not in the public interest to release information which would be likely to prejudice the position of service providers by providing their competitors with information which they could use to their advantage. There is a real and significant risk that the prejudice described above would occur.

It would not be in the public interest to undermine the GLA's ability to negotiate such contracts to obtain best value for money. It is important that public authorities can have a safe space to engage with third parties without prejudicing their commercial interests.

We find that on balance the public interest in favour of disclosure is outweighed by the public interest in maintaining the exemption.

If you have any further questions relating to this matter, please contact me, quoting the reference MGLA131123-0172.

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>



TFL RESTRICTED

Agreement Reference Number: GLA 81821

Date: 9 August 2022

**Framework Agreement
for the Provision of Services**

between

**Greater London Authority
and**

Identity Holdings Ltd

Version: Generic November 2021

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THIS AGREEMENT is made the 9 day of August 2022

BETWEEN:

- (1) The Greater London Authority ("**the Contracting Authority**"); and
- (2) Identity Holdings Ltd, a company registered in England and Wales (Company Registration Number 04217845) whose registered office is at 30-34 North Street, Hailsham, East Sussex BN27 1DW ("**the Service Provider**").

RECITALS:

- A. The Parties wish to enter into a framework agreement which will enable the Authority, from time to time, to enter into a Call-Off Contract or a series of Call-Off Contracts with the Service Provider for some or all of the Services of the type described in Schedule 3.
- B. The terms and conditions of this Agreement shall apply to the Services to be provided by the Service Provider under any Call-Off Contract.
- C. This framework agreement can be utilised by the Contracting Authority or any other member of the TfL Group.
- D. The terms and conditions of this Agreement provide that the Greater London Authority or any of its other functional bodies may, if the Service Provider so agrees, contract with the Service Provider on the terms set out in this Agreement.

THE PARTIES AGREE THAT:

In consideration of the payment of five pounds (£5.00) by the Authority to the Service Provider (receipt of which the Service Provider acknowledges), it is agreed that:

1. Definitions and Interpretations

In the Agreement (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 29.3;
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“Agreement”	this framework agreement, including the Schedules and all other documents referred to in this Agreement;
“Agreement Commencement Date”	the date for commencement of this Agreement specified in Schedule 1;
“Agreement Reference Number”	the reference number for this Agreement as set out in Schedule 1;
“Authority”	the Contracting Authority and or any TfL Group member utilising this Agreement;
“Business Day”	any day excluding Saturdays, Sundays or public or bank holidays in England;
“Call-Off Contract”	a call-off contract in the form set out in Schedule 6 that has been executed by the Service Provider and the Authority, which incorporates this Agreement and includes any attachments and any documents expressly referred to in that Call-Off Contract;
“Call-Off Contract Number”	the reference number for a Call-Off Contract, as specified in the relevant Call-Off Contract;
“Call-Off Co-ordinator”	the person named as such in a Call-Off Contract or such other person as notified to the Service Provider by the Authority;
“Call-Off Term”	the duration of a Call-Off Contract, as set out in the relevant Call-Off Contract;
“Cessation Plan”	<p>a plan agreed between the Parties or determined by the Authority pursuant to Clause 31:</p> <ul style="list-style-type: none"> (a) to give effect to a Declaration of Ineffectiveness; or (b) to give effect to a Public Procurement Termination Event;
“Charges”	the charges payable by the Authority, in consideration of the due performance of the Services, as specified in or calculated in accordance with a Call-Off Contract;

“Confidential Information”

all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (whether commercial, financial, technical or otherwise) including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority;

“Contract Information”

- (i) the Agreement and any Call-Off Contract in their entirety (including from time to time agreed changes to the Agreement or to any Call-Off Contract); and
- (ii) data extracted from the invoices submitted pursuant to Clause 7 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;

“Data Protection Legislation”

means:

- (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 Regulation 113(2)(a) or 118(3) the Utilities Contracts Regulations 2016;

“Force Majeure Event”

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 this Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

“Holding Company”

any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;

“Insolvency Event”

any of the following:

- (a) the Service Provider and/or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;
- (c) 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 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, 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 as such in Schedule 1 or any relevant Call-Off Contract;

“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;
“Mini-Competition”	a competitive process which the Authority may from time to time utilise to select a service provider to carry out Services from time to time;
“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;
“Project Plan”	the plan (if any) set out in a Call-Off Contract in relation to the performance and timing of the Services under a Call-Off Contract which may include Milestones;
“Procurement Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Proposal”	the Service Provider’s offer to provide Services in response to a Request Form. A Proposal must include a draft Call-Off Contract signed by the Service Provider;
“Public Procurement Termination Event”	has the meaning given to it in Clause 31.7;
“Public Procurement Termination Grounds”	any one or more of the grounds described in either Regulation 73(1) of the Public Contracts Regulations 2015 or

Regulation 89(1) of the Utilities Contracts Regulations 2016;

“Request Form”

a document produced by the Authority pursuant to Clause 3, setting out its request for a Proposal, which document shall be in the form set out in Schedule 5A or Schedule 5B or in such other form as may be notified to the Service Provider by the Authority from time to time;

“Required Date”

the date or dates on or by which each Milestone is required to be completed as set out in the Project Plan or, in the absence of any Milestones, the date or dates on or by which the Services are required to be provided as set out in the Project Plan;

“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 any Call-Off Contract;

“Service Provider’s Manager”

the person who is identified as the Service Provider’s Manager in the Call-Off Contract for the relevant Services;

“Service Provider’s Personnel”

all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider as are engaged in the performance of any of the Services and including the Key Personnel;

“Services”

(a) 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 a Call-Off Contract as detailed in such Call-Off Contract including any variations to such services and/or activities pursuant to Clause 34; and

(b) any services, functions or responsibilities which may be

reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Call-Off Contract;

“Specification”

the specification and other requirements set out in Attachment 1 of the Call-Off Contract;

“Supply Chain Finance Option”

has the meaning given to it in paragraph 1 of Part B of Schedule 7;

“Term”

the period during which this Agreement continues in force as set out in Schedule 1;

“TfL”

Transport for London, a statutory corporation established under the Greater London Authority Act 1999;

“TfL Group”

TfL in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the TfL Group”** shall refer to TfL or any such subsidiary;

“TfL Premises”

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

“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; and

“VAT”

means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;

- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of this Agreement;
- 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 this Agreement;
- 1.5 headings are included in the Agreement for ease of reference only and do not affect the interpretation or construction of the Agreement;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Agreement 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 Agreement), in which case the provisions in Schedule 2 shall prevail; or
 - 1.7.3 the conflict is with a provision in Attachment 3 (Special Conditions of Call-Off), in which case the provisions in Attachment 3 shall prevail;
- 1.8 except as otherwise expressly provided in any Call-Off Contract, and subject to Clause 1.7, if there is any inconsistency between any of these Clauses, the Schedules, any Call-Off Contract or any other document referred to in or incorporated into this Agreement or any Call-Off Contract, the order of priority for the purposes of construction is:
 - 1.8.1 each Call-Off Contract;
 - 1.8.2 these Clauses;
 - 1.8.3 the Schedules;
 - 1.8.4 any other document referred to in or incorporated by reference into this Agreement or any Call-Off Contract;
- 1.9 the Schedules form part of the Agreement and will have the same force and effect as if expressly set out in the body of the Agreement;

- 1.10 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.11 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. Framework Agreement

- 2.1 The purpose of this Agreement is to:
 - 2.1.1 provide a mechanism whereby the Parties may enter into Call-Off Contracts;
 - 2.1.2 provide the framework to administer each Call-Off Contract; and
 - 2.1.3 set out the obligations of the Parties.
- 2.2 The Services that may be requested by the Authority and provided by the Service Provider are of the type described in Schedule 3 or as more particularly described in each Call-Off Contract. The Authority’s requirements may vary and this Agreement shall not place the Authority under any obligation to procure the Services from the Service Provider at a particular time or at all. This Agreement is not an exclusive arrangement and nothing in this Agreement shall operate to prevent the Authority from engaging any other organisations or persons to provide services similar to or the same as the Services.
- 2.3 Clause 3 sets out the procedure by which the Parties may enter into a Call-Off Contract. Each Call-Off Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement.
- 2.4 The Service Provider shall commence provision of the relevant Services in accordance with the Call-Off Contract. The Service Provider must not commence any Services without an agreed Call-Off Contract.
- 2.5 All Charges in respect of a Call-Off Contract shall be set out in the relevant Call-Off Contract and shall not exceed the rates set out in Schedule 4.

3. CALL-OFF PROCEDURE

- 3.1 At any time during the duration of this Agreement, the Authority may identify Services which at its sole discretion it wishes to let under the terms of this Agreement.
- 3.2 Where the Authority opts to appoint the Service Provider direct without the need for a Mini-Competition, it will issue to the Service Provider a Request Form substantially in the form set out in Schedule 5A, specifying the Services to be provided, in which event:

- 3.2.1 the Service Provider shall promptly confirm receipt of such Request Form;
 - 3.2.2 the Service Provider shall respond to the Request Form by completing a Proposal as an offer capable of acceptance, or by notifying the Authority in writing that it does not intend to submit a Proposal. The Service Provider shall so respond to the Authority by the date specified in the Request Form or, if no such date is specified, within 10 Business Days of receiving the Request Form, or by such other date as may be agreed with the Call-Off Co-ordinator. A Proposal must remain valid for at least 90 Business Days from the date it is submitted to the Authority;
 - 3.2.3 after receipt of an acceptable Proposal, the Authority will forward to the Service Provider two copies of the Call-Off Contract. The Service Provider shall sign both copies and return the same to the Authority within 10 Business Days of receipt. The Call-Off Co-ordinator will arrange for both copies of the Call-Off Contracts to be signed by the Authority and will send a completed signed Call-Off Contract to the Service Provider.
- 3.3 Where the Authority opts to undertake a Mini-Competition it will issue to those Service Providers on the framework that are the subject of this Agreement, that it assesses in its sole discretion, are capable of providing the Services to the Authority's satisfaction, a Request Form as set out in Schedule 5B, specifying the Services to be provided. In the event that the Service Provider receives such a Request Form:
 - 3.3.1 the Service Provider shall immediately confirm receipt of such Request Form;
 - 3.3.2 the Service Provider shall respond to a Request Form by completing a Proposal as an offer capable of acceptance or by notifying the Authority in writing that it does not intend to submit a Proposal. The Service Provider shall respond to the Authority by the date specified in the Request Form or, if no such date is specified, within 10 Business Days of receiving the Request Form, or by such other date as may be agreed with the Call-Off Co-ordinator. A Proposal must remain valid for at least 90 Business Days from the date it is submitted to the Authority;
 - 3.3.3 the Authority will award the relevant Call-Off Contract to the Proposal that is the most economically advantageous with reference to the assessment criteria set out in the Request Form as they relate to the Service(s) in question.
- 3.4 Each Call-Off Contract shall be a binding agreement on the Parties and shall incorporate the terms and conditions of this Agreement, as may have been

amended in such Call-Off Contract and such documentation shall together form a separate agreement between the parties.

- 3.5 A Request Form and anything prepared or discussed by the Authority shall constitute an invitation to treat and shall not constitute an offer capable of acceptance by the Service Provider. The Authority shall not be obliged to consider or accept any Proposal submitted by the Service Provider.
- 3.6 A draft Call-Off Contract shall only become a Call-Off Contract upon execution of the draft Call-Off Contract by the Authority.
- 3.7 The Authority is not obliged to approve or sign any Call-Off Contract.
- 3.8 Unless otherwise expressly agreed in writing with the Authority, the Service Provider shall not be entitled to charge under this Agreement for any work involved in any receipt and/or confirmation of any Request Form, and/or any response to any Request Form as contemplated in this Clause 3.
- 3.9 Where reasonably requested to do so by the Greater London Authority (“**GLA**”) or any of its other functional bodies (currently, the London Legacy Development Corporation, the Mayor’s Office for Policing and Crime, the London Fire Commissioner and the Old Oak and Park Royal Development Corporation) (“**Functional Bodies**”) and provided the Service Provider is willing to so contract, the Service Provider shall contract with the GLA or appropriate Functional Body on the terms of this Agreement mutatis mutandis. The GLA or the Functional Bodies cannot affect or amend this Agreement and each Call-Off Contract is specifically between the Service Provider and the GLA or appropriate Functional Body and the TfL Group shall in no way be liable for the GLA or appropriate Functional Bodies obligations arising out of such Call-Off Contract.

4. TERM OF AGREEMENT AND CALL-OFF CONTRACTS

- 4.1 This Agreement (but not a Call-Off Contract) commences on the Agreement Commencement Date and continues in force for the Term unless terminated earlier, either in whole or in part, in accordance with this Agreement.
- 4.2 Each Call-Off Term shall be set out in the relevant Call-Off Contract. Unless stated otherwise in a Call-Off Contract, the Call-Off Term and the Services provided pursuant to a Call-Off Contract may extend beyond the termination or expiry of this Agreement, in which case the provisions of this Agreement shall survive such expiry or termination to the extent that such provisions are relevant to any such Call-Off Contract.
- 4.3 A Call-Off Contract may expire or be terminated in accordance with its terms or Clause 29 but such expiry or termination shall not, in and of itself, give rise to an expiry or termination of any other Call-Off Contract or this Agreement.

5. The Services

5.1 The Service Provider:

- 5.1.1 shall provide the Services specified in a Call-Off Contract to the Authority in accordance with this Agreement and the terms of the relevant Call-Off Contract;
- 5.1.2 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 relevant Call-Off Contract;
- 5.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Agreement or the terms of the relevant Call-Off Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Agreement or relevant Call-Off Contract; and
- 5.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services under any Call-Off Contract.

5.2 Notwithstanding anything to the contrary in this Agreement, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of this Agreement or relevant Call-Off Contract.

5.3 The Service Provider shall provide the Services under each Call-Off Contract:

- 5.3.1 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;
- 5.3.2 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;
- 5.3.3 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
- 5.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Call-Off Contract is not being or is unable to be performed.

- 5.4 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 this Agreement and/or the relevant Call-Off 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.

6. Charges

- 6.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 7 and in consideration of, and subject to the due performance of the Services by the Service Provider in accordance with the relevant Call-Off Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and any other terms and conditions of the relevant Call-Off Contract.
- 6.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in a Call-Off Contract 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.
- 6.3 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

7. Payment Procedures and Approvals

- 7.1 The Service Provider shall invoice the Authority in respect of the Charges:
- 7.1.1 monthly in arrears during the Call-Off Contract Term; or
 - 7.1.2 at such dates or at the end of such other periods as may be specified in the relevant Call-Off Contract; or
 - 7.1.3 if specified in a Call-Off Contract, on completion of each Milestone. It is a condition precedent of the submission of an invoice on completion of a Milestone that all preceding Milestones specified in the relevant Call-Off Contract have been completed.
- 7.2 The Service Provider shall submit:
- 7.2.1 PDF Invoices via email to the email address set out in each Call-Off Contract and shall ensure that each PDF Invoice has a unique file reference and is a separate PDF file; or

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.

- 7.2.2 electronic invoices provided such electronic invoices comply with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870 as updated from time to time; and

each such invoice shall contain all information required by the Authority including the Agreement Number, relevant Call-Off Contract Number, SAP order number, the Authority's name, address and account details, the Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT 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 shall be taken and electronic invoices shall be taken to have been received as at the time of transmission.

- 7.3 In the event of a variation to the Services in accordance with this Agreement or the relevant Call-Off Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoice.

- 7.4 The Authority shall consider and verify each invoice, which is submitted in accordance with this Clause 7, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have under the relevant Call-Off Contract:

7.4.1 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;

7.4.2 not been calculated correctly and/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.

- 7.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Procurement Manager or Call-Off Co-ordinator (whether related to payment or otherwise) shall:

7.5.1 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 this Agreement or a Call-Off Contract; or

- 7.5.2 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 20, 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 under this Agreement or a Call-Off Contract.
- 7.6 Except where otherwise provided in a Call-Off 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 Call-Off Contract.
- 7.7 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 Agreement or a Call-Off 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.

8. Warranties and Obligations

- 8.1 Without prejudice to any other warranties expressed elsewhere in this Agreement or implied by law, the Service Provider warrants, represents and undertakes that:

8.1.1 the Service Provider:

- 8.1.1.1 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 Agreement and any relevant Call-Off Contract; and
- 8.1.1.2 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
- 8.1.1.3 is entering into this Agreement and any relevant Call-Off 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 Agreement and any relevant Call-Off Contract;

- 8.1.2 the Agreement and Call-Off Contract is executed by a duly authorised representative of the Service Provider;
 - 8.1.3 all materials, equipment and goods under the relevant Call-Off Contract or supplied by the Service Provider 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 set out in the relevant Call-Off Contract; and
 - 8.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the relevant Call-Off Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 8.2 Each warranty and obligation in this Clause 8 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 this Agreement.

9. Contractual Management

- 9.1 The Contracting Authority authorises the Procurement Manager to act as the Contracting Authority's representative for all purposes of this Agreement and the Service Provider shall deal with the Procurement Manager (or their nominated representative) in respect of all matters arising under this Agreement, unless notified otherwise. The Authority will appoint a Call-Off Co-ordinator in respect of each Call-Off Contract in relation to matters arising under a Call-Off Contract, unless otherwise notified by the Authority.
- 9.2 The Service Provider Manager shall act as the Service Provider's representative for all purposes of this Agreement. In respect of each Call-Off Contract, the Service Provider shall provide the Key Personnel. The Service Provider Manager and the Key Personnel shall procure that they:
- 9.2.1 diligently supervise the performance of the Services;
 - 9.2.2 attend all contract meetings with the Authority (the location, frequency and time of which shall be specified by the Procurement Manager or the relevant Call-Off Co-ordinator from time to time); and
 - 9.2.3 be available to the Authority to resolve any issues arising in connection with this Agreement or any relevant Call-Off Contract at such time periods as are specified in the relevant Call-Off Contract.

- 9.3 The Service Provider may only make any changes to the Service Provider Manager or Key Personnel (except in the event of sickness, incapacity or resignation) with the prior consent of the Authority (which shall not be unreasonably withheld).
- 9.4 No act of or omission by or approval from either the Authority, the Procurement Manager, or any Call-Off Co-ordinator in performing any of their respective duties under or in connection with this Agreement or relevant Call-Off Contract shall in any way operate to relieve the Service Provider of any its duties, responsibilities, obligations or liabilities under this Agreement and relevant Call-Off Contract.

10. SERVICE PROVIDER'S PERSONNEL

- 10.1 The Parties agree that:
- 10.1.1 the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) do not apply on the Agreement Commencement Date or on the expiry or termination of this Agreement; and
 - 10.1.2 where the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) apply to any Call-off Contract, the relevant optional clauses will be included in the Call-Off Contract.
- 10.2 Nothing in this Agreement or any Call-Off Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or of any member of the TfL Group by virtue of the provision of the Services by the Service Provider under this Agreement or Call-Off 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.
- 10.3 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 relevant Call-Off Contract. All Service Provider Personnel deployed on work relating to the Call-Off 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.
- 10.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to such Service Provider's Personnel to any TfL 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 a relevant Call-Off 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 Call-Off Co-ordinator's prior consent in the case of Key Personnel).

- 10.5 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 relevant Call-Off Contract and shall take all reasonable steps to avoid changes to any of its staff designated as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 10.2 shall apply to the proposed replacement personnel.
- 10.6 The Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or the TfL 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 10.4.
- 10.7 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 this Agreement and the relevant Call-Off Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

11. SUB-CONTRACTING AND CHANGE OF OWNERSHIP

- 11.1 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.
- 11.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
 - 11.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the relevant Call-Off 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;
 - 11.2.2 be responsible for payments to that person; and
 - 11.2.3 remain solely responsible and liable to the Authority for any breach of the relevant Call-Off 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;
 - 11.2.4 on or before the Agreement Commencement Date 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 Agreement;

- 11.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 11.2.4 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 Agreement Commencement Date;
- 11.2.6 without prejudice to the provisions of Clause 15, ensure compliance with the Bribery Act 2010, the Criminal Finances Act 2017 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;
- 11.2.7 include a term in each sub-contract (of any tier):
 - 11.2.7.1 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 subcontract, 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;
 - 11.2.7.2 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; and
 - 11.2.7.3 entitling the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant subcontract 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
 - 11.2.7.4 a requirement that the sub-contractor includes a provision having the same effect as Clause 11.2.7.3 above in any sub-contract it awards.
- 11.3 The Service Provider shall give notice to the Authority within 10 Business Days where:
 - 11.3.1 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

11.3.2 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

11.3.3 (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 11.3.1 – 11.3.3 above, the Authority shall have the right to terminate the Agreement and any relevant Call-Off Contract.

12. CONFLICT OF INTEREST

12.1 The Service Provider warrants that it does not and will not have 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 TfL Group, save to the extent fully disclosed to and approved by the Authority.

12.2 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 Contracting Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the TfL Group and shall work with the Contracting 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 Contracting Authority's satisfaction, provided that, where the Contracting Authority is not so satisfied, it may terminate this Agreement and all Call-Off Contracts, in existence, in accordance with Clause 29.1.4.

13. ACCESS TO PREMISES

13.1 Subject to Clause 10.4 any access to any TfL Premises made available to the Service Provider in connection with the proper performance of the Call-Off Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Call-Off Contract Term, for the avoidance of doubt, the Service Provider shall be responsible for its own costs of travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:

13.1.1 have the use of such TfL 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 TfL Premises;

- 13.1.2 vacate such TfL Premises upon the termination or expiry of the relevant Call-Off Contract or at such earlier date as the Authority may determine;
- 13.1.3 not exercise or purport to exercise any rights in respect of any TfL Premises in excess of those granted under this Clause 13.1;
- 13.1.4 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; and
- 13.1.5 not damage the TfL Premises or any assets on the TfL Premises.
- 13.2 Nothing in this Clause 13 shall create or be deemed to create the relationship of landlord and tenant in respect of any TfL Premises between the Service Provider and any member of the TfL Group.
- 13.3 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 any Call-Off Contract.

14. COMPLIANCE WITH POLICIES AND LAW

- 14.1 The Service Provider, at no additional cost to the Authority:
 - 14.1.1 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 the provisions set out in Schedule 8 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 TfL Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request;
 - 14.1.2 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 business 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 14.1.2;
 - 14.1.3 without limiting the generality of Clause 14.1.2, shall comply with all relevant enactments in force from time to time relating to

discrimination in employment and the promotion of equal opportunities;

- 14.1.4 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;
- 14.1.5 where possible, shall provide the Services in such a manner as to:
 - 14.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - 14.1.5.2 eliminate unlawful discrimination; and
 - 14.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation;
- 14.1.7 without prejudice to any other provision of this Clause 14.1 or the Schedules, shall comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL’s Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 14.1.7, “Traffic Manager” means TfL’s traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;
- 14.1.8 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.
- 14.1.9 without limiting the generality of Clause 14.1.2, shall comply with the Bribery Act 2010, the Criminal Finances Act 2017 and any guidance issued by the Secretary of State under it; and
- 14.1.10 where applicable and without limiting the generality of Clause 14.1.2, 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 14.1 shall be borne by the Service Provider.

- 14.2 Without prejudice to Clause 14.1, the Service Provider shall comply with the Authority's workplace harassment policy as updated from time to time (copies of which are available on request from the Authority) and with the Authority's Code of Conduct (which is available on the Authority's website, www.tfl.gov.uk).
- 14.3 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:
- 14.3.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
 - 14.3.2 enhance the environment and have regard to the desirability of achieving sustainable development;
 - 14.3.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
 - 14.3.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

15. London Living Wage

- 15.1 For the purposes of this Clause 15, 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.

- 15.2 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 15.3.1.

15.3 Without prejudice to any other provision of this Agreement and any Call-Off Contract, the Service Provider shall:

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

15.3.1.1 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

15.3.1.2 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;

15.3.2 ensure that none of:

15.3.2.1 its employees; nor

15.3.2.2 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;

15.3.3 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):

15.3.3.1 all information necessary for the Authority to confirm that the Service Provider is complying with its obligations under Clause 15; and

15.3.3.2 reasonable evidence that Clause 15.3.1 has been implemented;

15.3.4 disseminate on behalf of the Authority to:

15.3.4.1 its employees; and

15.3.4.2 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

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

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

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

in order to establish that the obligations in Clause 15.3.1 have been complied with.

15.4 For the avoidance of doubt the Service Provider shall:

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

15.4.2 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.

15.5 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.

15.6 Without limiting the Authority's rights under any other termination provision in this Agreement or any Call-Off Contract, the Service Provider shall remedy any breach of the provisions of this Clause 15 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 15 following the Notice Period, the Authority may by written notice to the Service Provider immediately terminate this Agreement and/or any Call-Off Contract.

16. 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 the Contracting Authority or any member of the TfL Group nor favour any employee, officer or agent of the Contracting Authority or any member of the TfL Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Contracting Authority or any member of the TfL Group other than as a representative of the Authority, without the Authority's prior written approval.

17. EQUIPMENT

17.1 Risk in:

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

17.1.2 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 relevant Call-Off Contract,

regardless of whether or not the Service Provider's Equipment and Materials are located at TfL Premises:

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

18. QUALITY AND BEST VALUE

The Service Provider acknowledges that TfL is a best value authority for the purposes of the Local Government Act 1999 and as such TfL 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.

19. RECORDS, AUDIT AND INSPECTION

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

19.1.1 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 this Agreement and the relevant Call-Off Contract and all transactions entered into by the Service Provider for the purposes of this Agreement and the relevant Call-Off Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

19.1.2 retain all Records during the Term and Call-Off 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 this Agreement or relevant Call-Off Contract ("**Retention Period**").

- 19.2 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 14.1) 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.

20. 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 Agreement or any other contract between the Contracting 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 Agreement or under any other contract with any member of the TfL Group who may recover such amount as a debt.

21. INDEMNITY

- 21.1 Subject to Clause 21.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless the Authority and the other members of the TfL 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 direct or indirect breach or any negligent performance of this Agreement or any relevant Call-Off Contract by the Service Provider (or any of its employees, agents or sub-contractors) (including in each case any non-performance or delay in performance of this Agreement) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees or sub-contractors).
- 21.2 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 this Agreement or Call-Off Contract by the Authority and/or any other member of the TfL Group including by any of their respective employees or agents.

22. INSURANCE

- 22.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law. The Service Provider will at its sole cost maintain all insurance cover required by the Insurance Special Conditions of Agreement in Schedule 2 (in terms approved by the Authority) to cover the Services (the "**Insurances**"). In respect of the following, the Service Provider 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:

- 22.1.1 public liability to cover injury and loss to third parties;
 - 22.1.2 insurance to cover the loss or damage to any item related to the Services;
 - 22.1.3 product liability; and
 - 22.1.4 professional indemnity or, where professional indemnity insurance is not available, a “financial loss” extension to the product liability insurance referred to in Clause 22.1.3 or, if applicable, the public liability insurance referred to in Clause 22.1.1. 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 Agreement or relevant Call-Off Contract.
- 22.2 The insurance cover will be maintained with a reputable insurer.
- 22.3 The Service Provider will produce evidence to the Contracting Authority and or the Authority on reasonable request of the insurance policies set out in Clause 22.1 and payment of all premiums due on each policy.
- 22.4 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 22.1 being or becoming void, voidable or unenforceable.
- 22.5 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.

23. THE AUTHORITY’S DATA

- 23.1 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.
- 23.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under this Agreement) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

24. INTELLECTUAL PROPERTY RIGHTS

- 24.1 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 and 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 the relevant Call-Off Contract.

- 24.2 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.
- 24.3 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.
- 24.4 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.

25. PRIVACY, DATA PROTECTION AND CYBER SECURITY

- 25.1 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 this Agreement, any relevant Call-Off Contract and Schedule 2.
- 25.2 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

26. CONFIDENTIALITY AND ANNOUNCEMENTS

- 26.1 Subject to Clause 27, the Service Provider will keep confidential:
 - 26.1.1 the terms of this Agreement and all Call-Off Contracts; and
 - 26.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 26.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Agreement and any Call-Off Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 26.1.
- 26.3 The obligations on the Service Provider set out in Clause 26.1 will not apply to any Confidential Information which:
 - 26.3.1 either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 26); or

- 26.3.2 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
- 26.3.3 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.
- 26.4 The Service Provider shall keep secure all materials containing any information in relation to the Agreement or to any Call-Off Contract and its performance.
- 26.5 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 Agreement or any Call-Off Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Agreement or any Call-Off 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.
- 26.6 The provisions of this Clause 26 will survive any termination of this Agreement or Call-Off Contract for a period of 6 years from termination.

27. FREEDOM OF INFORMATION AND TRANSPARENCY

- 27.1 For the purposes of this Clause 27:
- 27.1.1 **“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 for Justice, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;
- 27.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and
- 27.1.3 **“Information Access Request”** means a request for any Information under the FOI Legislation.
- 27.2 The Service Provider acknowledges that the Authority:
- 27.2.1 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

- 27.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.
- 27.3 Without prejudice to the generality of Clause 27.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:
- 27.3.1 transfer to the Procurement Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to this Agreement or a Call-Off Contract, the Services or any member of the TfL 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
- 27.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and/or copies of all such Information that the Authority requests and such details and/or 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.
- 27.4 The Authority shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.
- 27.5 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.
- 27.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 26.1 and Clause 27, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 27.7 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.
- 27.8 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 27.6. The Authority shall make the final decision regarding publication and/or redaction of the Contract Information.

28. Dispute Resolution

- 28.1 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 this Agreement or any relevant Call-Off Contract (“**Dispute**”) before resorting to litigation.
- 28.2 If the Dispute is not settled through discussion between the Procurement 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.
- 28.3 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.
- 28.4 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.
- 28.5 Where a dispute is referred to mediation under Clause 28.3, 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.
- 28.6 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.
- 28.7 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 42.
- 28.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Call-Off Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 28.
- 28.9 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 28 and Clause 28 shall not apply in respect of any circumstances where such remedies are sought.

29. Breach and Termination of Agreement

- 29.1 Without prejudice to the Authority's right to terminate at common law, the Contracting Authority may terminate this Agreement and the Contracting Authority or the Authority may terminate any current Call-Off Contract immediately upon giving notice to the Service Provider if:
- 29.1.1 in addition and without prejudice to Clauses 29.1.2 to 29.1.6 (inclusive), the Service Provider has committed any material or persistent breach of this Agreement (in the case of the Contracting Authority) or Call-Off Contract (in the case of the Contracting Authority and or the Authority) 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; or
 - 29.1.2 the Service Provider is subject to an Insolvency Event; or
 - 29.1.3 in the event that there is a change of ownership referred to in Clause 11.3 or the Service Provider is in breach of Clause 11.3; or
 - 29.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 12; or
 - 29.1.5 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
 - 29.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or
 - 29.1.7 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law.
- 29.2 Without prejudice to any of the Contracting Authority's and/or the Authority's other rights, powers or remedies (whether under this Agreement or otherwise) if the Service Provider is in breach of any of its warranties and/or obligations under Clause 8 and/or any of its other obligations in respect of the Services under this Agreement or Call-Off Contract, the Service Provider shall, if required to do so by the Contracting Authority and/or Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and/or obligations. Nothing in this Clause 29.2 shall prevent the Contracting Authority and/or Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative service provider and, where the Contracting Authority and/or Authority so procures any Services or any remedial action, the Contracting Authority and/or Authority shall be entitled

to recover from the Service Provider all additional cost, loss and expense incurred by the Contracting Authority and/or Authority and attributable to the Contracting Authority and/or Authority procuring such Services or remedial action from such alternative contractor.

- 29.3 Neither Party shall be deemed to be in breach of the relevant Call-Off Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the relevant Call-Off 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 relevant Call-Off 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 Call-Off Contract immediately upon giving notice to the Affected Party. If the Call-Off Contract is terminated in accordance with this Clause 29.3 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.
- 29.4 Without prejudice to the Contracting Authority's right to terminate this Agreement or Contracting Authority and/or Authority to terminate the relevant Call-Off Contract under Clause 29.1 or to terminate at common law, the Authority may terminate this Agreement or the Contracting Authority and/or Authority relevant the Call-Off 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 29.4 may be disapplied by notice to that effect in Schedule 1.
- 29.5 To the extent that the Contracting Authority has a right to terminate this Agreement or the Contracting Authority and/or Authority the relevant Call-Off Contract under this Clause 29 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 Contracting Authority's and/or the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Contracting Authority and/or Authority may determine.

30. Consequences of Termination or Expiry

- 30.1 Notwithstanding the provisions of Clause 26, 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 9. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

30.2 The termination or expiry of this Agreement 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.

30.3 Upon expiry or termination of this Agreement or relevant Call-Off Contract (howsoever caused):

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

30.3.1.1 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

30.3.1.2 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.

30.3.2 the Authority shall (subject to Clauses 20, 30.1 and 30.4 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 relevant Call-Off Contract up to the date of termination or expiry calculated so far as is possible in accordance with the rules set out in the Call-Off Contract or otherwise reasonably determined by the Authority.

30.4 On termination of this Agreement and any relevant Call-Off Contract under Clause 29.1 or a cessation of any Services under Clause 29.4 (but in the case of the latter only insofar as the right to cease any Services arises as a result of a right for the Authority to terminate under Clause 29.1), 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 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.

31 Declaration of Ineffectiveness and Public Procurement Termination Event

31.1 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 30 and Clauses 31.1, 31.2, 31.4 to 31.6 (inclusive) and 31.12 shall apply as from the time when the Declaration of Ineffectiveness is made. The provisions of Clause 30.4 shall apply (mutatis mutandis) as if (for this purpose and no other) the notice of Declaration of Ineffectiveness was a notice by the Authority to terminate the Call-Off Contract under Clause 30.4.

31.2 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 31.1 to 31.6 inclusive.

31.3 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 31.3 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:

31.3.1 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

31.3.2 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 31.2 to 31.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.

31.4 Where there is any conflict or discrepancy between the provisions of Clause 30 and Clauses 31.2 to 31.6 (inclusive) and 31.12 or the Cessation Plan, the provisions of these Clauses 31.2 to 31.6 (inclusive) and 31.12 and the Cessation Plan shall prevail.

31.5 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.

31.6 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 Agreement 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 Agreement pursuant to any Declaration of Ineffectiveness.

- 31.7 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 31.7 (a "**Public Procurement Termination Event**"), the Authority shall promptly notify the Service Provider and the Parties agree that:
- 31.7.1 the provisions of Clause 30 and these Clauses 31.7 to 31.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and
- 31.7.2 if there is any conflict or discrepancy between the provisions of Clause 30 and these Clauses 31.7 to 31.12 (inclusive) or the Cessation Plan, the provisions of these Clauses 31.7 to 31.12 (inclusive) and the Cessation Plan shall prevail.
- 31.8 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 for in Clauses 31.7 to 31.11 inclusive.
- 31.9 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:
- 31.9.1 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

31.9.2 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 Clauses 31.7 to 31.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.

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

31.11 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 Agreement 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 Agreement as a result of Public Procurement Termination Grounds.

31.12 For the avoidance of doubt, the provisions of this Clause 31 (and applicable definitions) shall survive any termination of the Agreement following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

32. Survival

The provisions of Clauses 1, 5-8 (inclusive), 10, 11.2.2, 11.2.3, 12, 13.1.1, 13.1.2, 13.1.5, 13.2, 17, 19-23 (inclusive), 24.2, 25-28 (inclusive), 30-34 (inclusive), 35-45 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of this Agreement. In addition, any other provision of this Agreement which by its nature or implication is required to survive the termination or expiry of this Agreement or relevant Call-Off Contract shall do so.

33. Rights of Third Parties

33.1 Save that any member of the TfL Group has the right to enforce the terms of this Agreement or any relevant Call-Off 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 this Agreement or any relevant Call-Off Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

33.2 Notwithstanding Clause 33.1, the Parties are entitled to vary or rescind this Agreement or any relevant Call-Off Contract without the consent of any or all members of the TfL Group.

34. 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, this Agreement or any relevant Call-Off 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 7) 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 7 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

35. Novation

- 35.1 The Contracting Authority may novate or otherwise transfer this Agreement and the Contracting Authority and/or Authority any relevant Call-Off Contracts (in whole or in part).
- 35.2 Within ten (10) Business Days of a written request from the Contracting Authority and/or Authority, the Service Provider shall at its expense execute such agreement as the Contracting Authority and/or Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under this Agreement and any relevant Call-Off Contract to one or more persons nominated by the Contracting Authority and/or Authority.
- 35.3 Subject to Clause 11, this Agreement is personal to the Service Provider who shall not assign the benefit or delegate the burden of this Agreement or otherwise transfer any right or obligation under this Agreement without the prior written consent of the Contracting Authority.

36. Non-Waiver of Rights

No waiver of any of the provisions of this Agreement or any relevant Call-Off 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 38. The single or partial exercise of any right, power or remedy under this Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

37. Illegality and Severability

If any provision of this Agreement (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 this Agreement and the remaining provisions shall continue in full force and effect as if this Agreement 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 this Agreement, the Authority

and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

38. Notices

38.1 With the exception of invoices, any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by hand or 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:

- (a) if delivered by hand, at the time of delivery; or
- (b) if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business days after being posted.

39. Entire Agreement

39.1 Subject to Clause 39.2:

39.1.1 this Agreement and any relevant Call-Off Contract and all documents referred to in this Agreement and any relevant Call-Off Contract, contain all of the terms which the Parties have agreed relating to the subject matter of this Agreement and such documents and supersede and extinguish 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 this Agreement by a statement which it does not contain; and

39.1.2 and without prejudice to the Service Provider's obligations under this Agreement, 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 this Agreement or any incorrect or incomplete information howsoever obtained.

39.2 Nothing in this Clause 39 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

40. Relationship of the Parties

Nothing in this Agreement or any Call-Off Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in this Agreement and any Call-Off 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.

41. 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 this Agreement and any relevant Call-Off Contract.

42. Governing Law

- 42.1 The Agreement shall be governed by and construed in accordance with the law of England and Wales.
- 42.2 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 Agreement.
- 42.3 Either Party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.
- 42.4 Subject to Clause 42.3, 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 AGREEMENT has been signed for and on behalf of the Parties the day and year written above.

[Redacted Signature]

Signed by
for and on behalf of
the **Contracting Authority**

)
)
)

[Redacted Signature]
[Redacted Signature]
9 August 2022

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

)
)
)

[Redacted Signature]

Signature

[Redacted Name]
[Redacted Position]

Name & Position

Date: 9th August 2022

SCHEDULE 1 - KEY AGREEMENT INFORMATION

1. **Agreement Reference Number:** GLA81821
2. **Name of Service Provider:** Greater London Authority
3. **Agreement Commencement Date:** 9 August 2022
4. **Term:** 3 years and 7 months
5. **Details of the Procurement Manager**

Name: [REDACTED]
Address: Floor 6, 14 Pier Walk, North Greenwich, London SE10 0ES
Tel: [REDACTED]
Email: [REDACTED]@tfl.gov.uk

6. **Service Provider's Key Personnel:**

Name & Position	Contact Details	Area Of Responsibility
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]@identitygroup.co.uk	[REDACTED] [REDACTED] [REDACTED]
[REDACTED]	Identity House, Westham Business Park, Eastbourne Road, Westham, East Sussex BN24 5NP	[REDACTED] [REDACTED]

7. **Notice period in accordance with Clause 29.4 (termination without cause):**
90 {ninety} days
8. **Address for service of notices and other documents in accordance with Clause 38:**

For the Authority: Greater London Authority
City Hall
Kamal Chunchie Way
London E16 1ZE

For the attention of: [REDACTED]

For the Service Provider:

Identity Holdings Ltd
30-34 North Street
Hailsham
East Sussex
BN27 1DW

For the attention of: [REDACTED]

SCHEDULE 2 - SPECIAL CONDITIONS OF AGREEMENT

INSURANCE

The Service Provider shall be required to manage all risks associated with the design, delivery and management of the events, including infrastructure where content is provided by others (e.g. sponsors and partners).

The Service Provider is required to ensure it has the following insurance cover in place:

- . Public liability insurance for a minimum limit of £30 {thirty} million pounds for each and every occurrence or series of occurrences arising out of any one occurrence.
- . Product liability insurance of for a minimum limit £30 {thirty} million pounds in aggregate for any one or a series of claims.
- . Employers liability insurance for the minimum limit required by statute
- . Property insurance for all supplier's and other property including infrastructure where content is provided by others or hired in for the event, to be at the sole risk of the contractor at all times
- . Motor insurance; Motor liability for the minimum limit required by statutes and property damage cover for £5m for each and every occurrence or series of occurrences arising out of any one occurrence.
- . Professional indemnity insurance of £10 {ten} million pounds in aggregate for any one or a series of claims.

Work Related Road Risk

FA4.1 For the purposes of Clauses FA4.1 to FA4.10 (inclusive) of this Agreement and any Call-Off 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 FA4.2.1;
“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 FA4.8.

Fleet Operator Recognition Scheme Accreditation

FA4.2 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, it shall within 90 days of the Agreement Commencement Date:

- FA4.2.1 (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
- FA4.2.2 (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

FA4.3 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)

FA4.4 Where applicable, for works contracts exceeding a value of £1m:

FA4.4.1 the Service Provider shall comply with the CLOCS Standard; and

FA4.4.2 the Service Provider shall ensure that the conditions at all sites and locations where:

FA4.4.2.1 the Services are being delivered; or

FA4.4.2.2 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)

FA4.5 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:

FA4.5.1 the Service Provider shall comply with the DVS Schedule attached to this Agreement; and

FA4.5.2 the Service Provider shall ensure that:

FA4.5.3 all Category N3 HGVs used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating; and

FA4.5.4 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

- FA4.6 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.

Collision Reporting

- FA4.7 Where the Service Provider operates Delivery and Servicing Vehicles to deliver the Agreement, the Service Provider shall within 15 days of the Agreement 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

- FA4.8 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Agreement Commencement Date, the Service Provider shall provide a written report to the Authority detailing its compliance with Clauses FA4.2, FA4.3, FA4.4, FA4.5, FA4.6 and FA4.7 (as applicable) of this Agreement (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

- FA4.9 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 Agreement:

FA4.9.1 Clauses FA4.2, FA4.6, FA4.7, FA4.8; and

FA4.9.2 Category N2 HGVs – Clauses FA4.3; and

FA4.9.3 for Category N3 HGVs – Clauses FA4.3, and, where applicable FA4.4, FA4.5;

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

Failure to Comply

- FA4.10 Without limiting the effect of any other clause of this Agreement or any Call-Off Contract relating to termination, if the Service Provider fails to comply with Clauses FA4.2, FA4.3 (where applicable), FA4.4 (where applicable), FA4.5 (where applicable), FA4.6, FA4.7, FA4.8 and FA4.9;

FA4.10.1 the Service Provider has committed a material breach of this Agreement or any Call-Off Contract; and

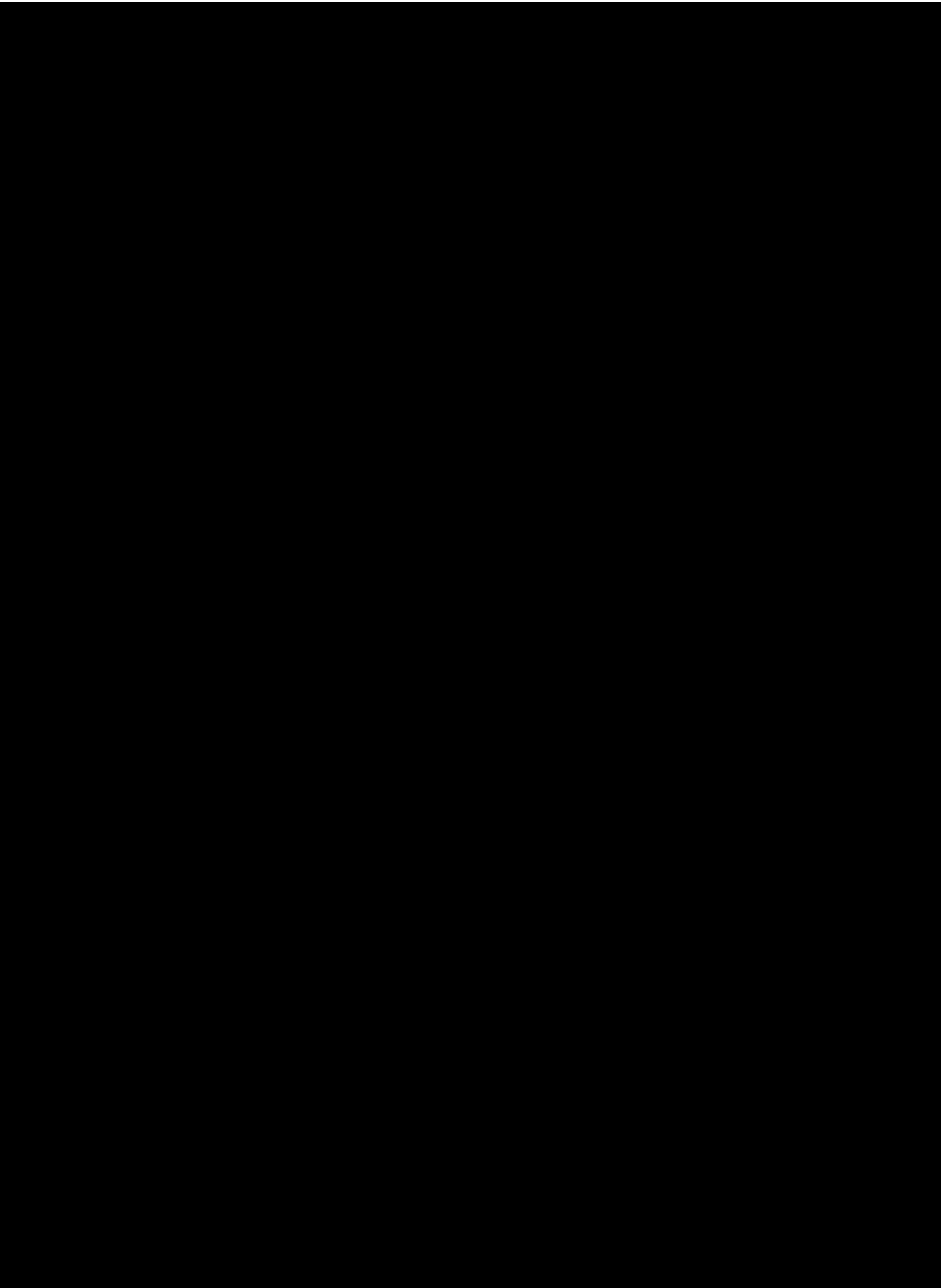
FA4.10.2 the Authority may refuse the Service Provider, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Authority for any purpose (including but not limited to deliveries).

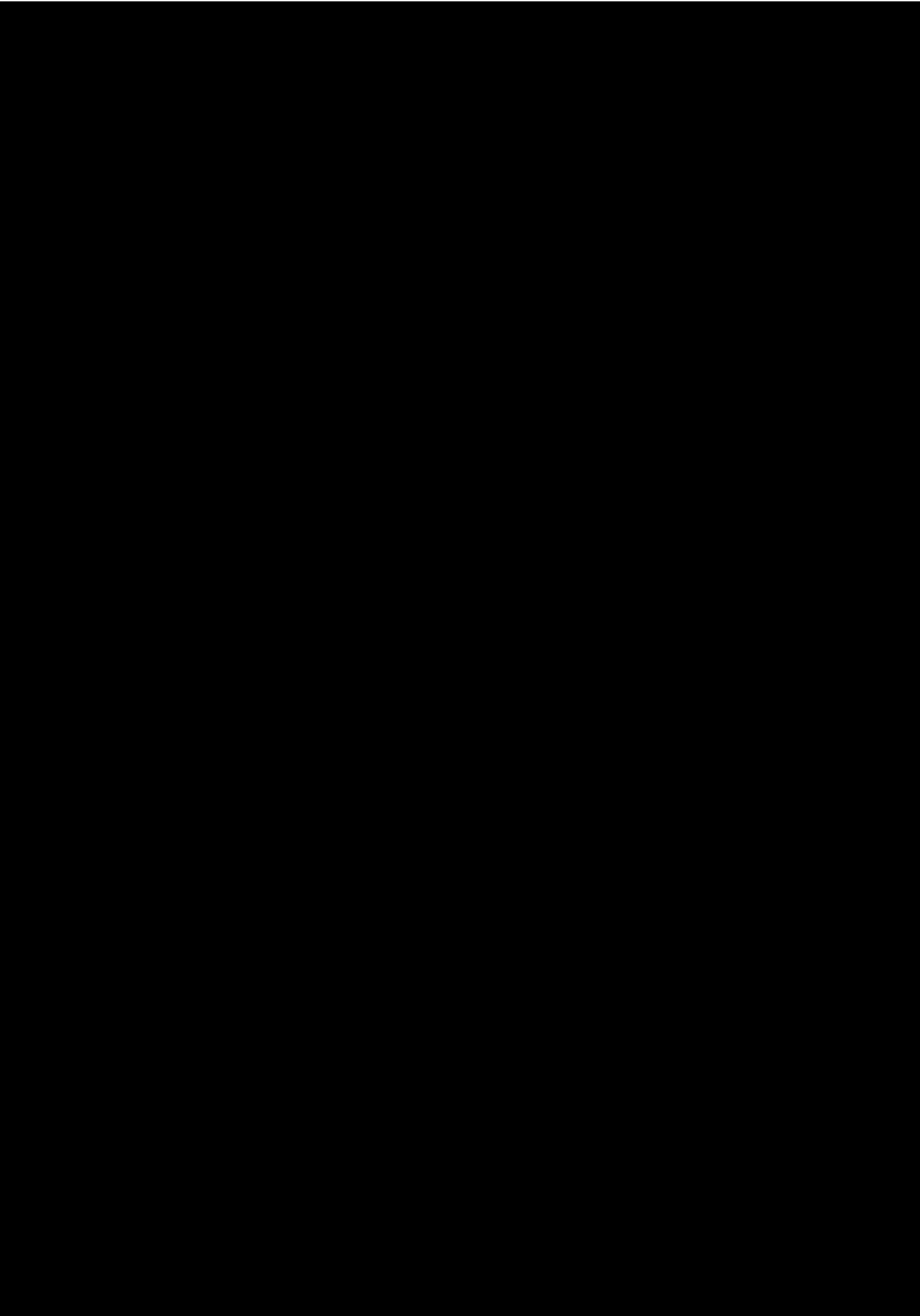
SCHEDULE 3 - SERVICES

[This Schedule should address details of the services required and the timetable for performance.]

[Where and to the extent that the Services relate to the development of technology systems/software, the Service Provider shall ensure that such services and the articles to which they relate comply with the Government's open standards principles as documented at

<https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles#open-standards-principles>]





SCHEDULE 5

SCHEDULE 5A - REQUEST FORM (IDENTIFIED SERVICE PROVIDER)

Framework Number:

Request Form Number:

To:

Address:

From:

Date:

This is a Request Form for the provision of Services in accordance with the Agreement referenced above. This is an enquiry document only, constituting an invitation to treat, and it does not constitute an offer capable of acceptance. Your Proposal must be submitted as an offer capable of acceptance by the Authority; however, such acceptance will not occur unless and until the Authority posts notice of acceptance to you.

Attachment 1 of this Request Form sets out the Services required by the Authority and other relevant information.

In your Proposal, you must respond to the information requested in Attachment 1 by completing Attachment 2.

Attached to this Request Form is a draft Call-Off Contract. The Authority is under no obligation to award any Call-Off Contract as a result of this Request Form.

You must complete and return your Proposal by []. Please e-mail your Proposal, and send a paper copy to:

Name:

Email address:

Postal address:

Telephone:

Any queries regarding this Request Form should be directed to the above. Any queries regarding the Agreement should be directed to the Procurement Manager named in the Agreement.

Signed:

for and on behalf of the Authority

Attachments:

Attachment 1: Services to be provided and other relevant information

Attachment 2: Service Provider's Proposal
Attachment 3: Special Conditions for Call-Off
Draft Call-Off Contract

SCHEDULE 5B - REQUEST FORM (MINI-COMPETITION)

Framework Number:

Request Form Number:

To:

Address:

From:

Date:

This is a Request Form for the provision of Services in accordance with the Agreement referenced above. This is an enquiry document only, constituting an invitation to treat and it does not constitute an offer capable of acceptance. Your Proposal must be submitted as an offer capable of acceptance by the Authority; however such acceptance will not occur unless and until the Authority posts notice of acceptance to you.

Attachment 1 of this Request Form sets out the Services required by the Authority, the commercial model to be used and other relevant information.

In your Proposal, you must respond to the information requested in Attachment 1 by completing Attachment 2.

Attached to this Request Form is a draft Call-Off Contract. The Authority is under no obligation to award any Call-Off Contract as a result of this Request Form.

Your Proposal will be assessed against those submitted by other service providers as part of a Mini-Competition process. The Authority will award the relevant Call-Off Contract to the Service Provider with the Proposal that is the most economically advantageous with reference to the assessment criteria set out in Attachment 1.

You must complete and return your Proposal by []. Please e-mail your Proposal, and send a paper copy to:

Name:

Email address:

Postal address:

Telephone:

Any queries regarding this Request Form should be directed to the above. Any queries regarding the Agreement should be directed to the Procurement Manager named in the Agreement.

Signed: _____

for and on behalf of the Authority

Attachments:

Attachment 1: Services to be provided and other relevant information

Attachment 2: Service Provider's Proposal

Attachment 3: Special Conditions for Call-Off

Draft Call-Off Contract

Attachment 1

[To be completed by the Authority]

Services to be provided and associated information

[Detail here all (a) Services and (b) deliverables with full descriptions of what is required.

Include a Project Plan that clearly identifies the project milestones against which payments are to be made. This may be as simple as a plan that contains dates for acceptance and completion. If no plan is available, or if the milestones cannot be specified at this stage, you must request the Service Provider to include a proposed plan and milestones in their response.

You should also define other requirements you wish the Service Provider to respond to such as:

details of any technical and/or functional specifications and/or any service levels (as applicable) of any Deliverable or Service required by the Authority to be delivered or achieved by the Service Provider;

Working Hours;

CVs of the Personnel to be working on the project;

estimated time-lines for each of the milestones and for the overall project;

the Service Provider's best price offer based on charges (subject to Schedule 4);

the Service Provider's Proposal for staged payments or whether pro-rata monthly payments will apply;

any materials, equipment or goods required to provide the Services, including Service Provider IPR deliverables and Third Party IPR deliverables;

any material assumptions or facts relied upon by the Authority in compiling it and any other material information which relates to the Services required to be provided and/or performed;

Service levels, and measurement thereof;

any warranties and/or representations required from the Service Provider.]

Acceptance Criteria

[If the Authority requires any deliverable (whether in isolation or in combination with other deliverables (eg as a solution, package, or system)) and/or any Service to be subject to acceptance and/or service validation tests (as applicable), define the acceptance criteria which the Service Provider must ensure]

1. Timetable

Commencement Date [complete only if different from the date of the Call-Off Contract]:

Call-Off Term:

The Authority Account Details

Relevant account code and cost centre:

The Authority's Call-Off Co-ordinator

Name:

Address:

Phone:

Email:

Additional insurance (if any) to be held by Service Provider:

[Delete as appropriate]

Employer's liability insurance to be increased to £[X] million per incident;

Public liability insurance to be increased to £[X] million per occurrence with financial loss extension;

Professional indemnity insurance to be increased to £[X] million in the aggregate per annum for the duration of the Call-Off Contract/Agreement and for 6 years after expiry or termination of the Call-Off Contract/Agreement; and

Product liability insurance to be increased to £[X] million in the aggregate per annum with financial loss extension.

Assessment Criteria – FOR MINI COMPETITION ONLY – Delete if not applicable

[Insert evaluation criteria]

Attachment 2

Proposal

[To be completed by the Service Provider]

1. Proposed Solution

The Service Provider should detail how it proposes to deliver the Services set out in Attachment 1, including (where requested) a Project Plan (this may be as simple as a plan that contains dates for acceptance testing and completion depending on the particular project), details of any equipment and materials required and Service Levels.

2. Charges

The Service Provider should set out the charges for the Services required, their provision and the contract model as set out in Attachment 1, taking into account that the rates used to calculate the Charges shall not exceed the Rates set out in Schedule 4 of this Agreement.

3. Service Team and Personnel

Details of the Service Provider's Manager, and Personnel, including grades and areas of responsibility. Please attach copies of CVs.

4. Experience

An outline of relevant past work or projects including references.

5. Proposed sub-contractors (if any)

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

6. Proposed completion date

[Complete only if different from duration/expiry date stated in Attachment 1]:

7. Insurance

The Service Provider should confirm that additional insurance cover has/will be arranged according to the requirements (if any) set out in Attachment 1.

8. Other Information

Attachment 3

Special Conditions for Call-Off

Framework Number:
Call-Off Contract Number:

BETWEEN:

- RECITALS:**

- THE PARTIES AGREE THAT:**

- 1.1 The terms and conditions of the Agreement shall be incorporated into this Call-Off Contract.
- 1.2 In this Call-Off Contract the words and expressions defined in the Agreement shall, except where the context requires otherwise, have the meanings given in the Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

2.1 The Services to be performed by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1.

- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about the Agreement and the Services to be provided and that it has made all appropriate and necessary enquiries to enable it to perform the Services under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or the Agreement due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.
- 2.3 The timetable for any Services to be provided by the Service Provider and the corresponding Milestones (if any) and Project Plan (if any) are set out in Attachment 1. The Service Provider must provide the Services in respect of this Call-Off Contract in accordance with such timing and the Service Provider must pay liquidated damages in accordance with the Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Services in order to meet a Milestone.
- 2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services provided to the Authority under this Call-Off Contract.

3. CALL-OFF TERM

This Call-Off Contract commences on the date of this Call-Off Contract or such other date as may be specified in Attachment 1 and subject to Clause 4.2 of the Agreement, shall continue in force for the Call-Off Term stated in Attachment 1 unless terminated earlier in whole or in part in accordance with the Agreement.

4. CHARGES

Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with the Agreement. The Service Provider shall submit invoices in accordance with the Agreement and the Charges shall be paid in accordance with the Agreement.

5. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL

The Authority's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

SIGNED

For and on behalf of the [*Authority*]

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED

For and on behalf of [*the Service Provider*]

Signature: _____

Name: _____

Title: _____

Date: _____

Attachment 1

[To be completed by the Authority]

1. Services to be provided

2. Timetable

Commencement date *[complete only if different from the date of the Call-Off Contract]*:

Call-Off Term:

Attach Project Plan (if any) (including Milestones if applicable)

3. Liquidated Damages

Amount of liquidated damages per day (if any):

4. Expenses

Expenses (if any) that the Service Provider may claim:

5. Authority Account Details

Relevant account code and cost centre:

6. Address for Postal Invoices

Address where postal invoices shall be sent:

[Authority]

Accounts Payable

[PO Box]

London

[Postcode]

Date/Period for submission of Invoices: *[Insert time or period for the submission of invoices by the Service Provider in accordance with Clause 7.1 of the Agreement]*

7. Authority Call-Off Co-ordinator

Name:

Address:

Phone:

Email:

8. Availability of Key Personnel

The Service Provider's Key Personnel shall be available at the following period of notice:

9. Other information or conditions

Specify any other information or special conditions relevant to provision of Services under this Call-Off Contract

Attachment 2

[To be completed by the Service Provider]

1. Charges

Charges to be specified on a time and materials or fixed fee basis. If time and materials fee, also specify maximum price for provision of the Services.

2. Key Personnel

The Service Provider's Key Personnel (include grades and areas of responsibility):

3. Proposed sub-contractors (if any)

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:

4. Proposed completion date

[COMPLETE ONLY IF DIFFERENT FROM DURATION/EXPIRY DATE STATED IN ATTACHMENT 1]

Attachment 3

Special Conditions for Call-Off

SCHEDULE 7 - FORM FOR VARIATION

PART A

Agreement Parties: *[to be inserted]*

Call-Off Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone: *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO AGREEMENT (AVC)

Pursuant to Clause 34 of this Agreement, 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 Call-Off Co-ordinator 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

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 7.4.1 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 8 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS

SCHEDULE 9 - RE-TENDER COOPERATION

Not Used

SCHEDULE 6 - CALL-OFF CONTRACT TEMPLATE

Framework Number: GLA 81821
Call-Off Contract Number: Task 1

THIS CALL-OFF CONTRACT is made the 11th day of October 2022

BETWEEN:

- (1) The Greater London Authority (“**the Contracting Authority**”); and
- (2) Identity Holdings Ltd, a company registered in England and Wales (Company Registration Number 04217845) whose registered office is at 30-34 North Street, Hailsham, East Sussex BN27 1DW (“**the Service Provider**”).

RECITALS:

- A. The Contracting Authority and the Service Provider entered into an agreement dated 9 August 2022 which sets out the framework for the Service Provider to provide certain Services to the Contracting Authority or the Authority (“**the Agreement**”).
- B. The Authority wishes the Service Provider to provide the specific Services described in this Call-Off Contract pursuant to the terms of the Agreement and this Call-Off Contract and the Service Provider has agreed to provide such Services on those terms and conditions set out in the Call-Off Contract.

THE PARTIES AGREE THAT:

1. CALL-OFF CONTRACT

- 1.1 The terms and conditions of the Agreement shall be incorporated into this Call-Off Contract.
- 1.2 In this Call-Off Contract the words and expressions defined in the Agreement shall, except where the context requires otherwise, have the meanings given in the Agreement. In this Call-Off Contract references to Attachments are, unless otherwise provided, references to attachments of this Call-Off Contract.

2. SERVICES

- 2.1 The Services to be performed by the Service Provider pursuant to this Call-Off Contract are set out in Attachment 1.
- 2.2 The Service Provider acknowledges that it has been supplied with sufficient information about the Agreement and the Services to be provided and that it has made all appropriate and necessary enquiries to enable it to perform the Services under this Call-Off Contract. The Service Provider shall neither be entitled to any additional payment nor excused from any obligation or liability under this Call-Off Contract or the Agreement due to any misinterpretation or misunderstanding by the Service Provider

of any fact relating to the Services to be provided. The Service Provider shall promptly bring to the attention of the Call-Off Co-ordinator any matter that is not adequately specified or defined in the Call-Off Contract or any other relevant document.

- 2.3 The timetable for any Services to be provided by the Service Provider and the corresponding Milestones (if any) and Project Plan (if any) are set out in Attachment 1. The Service Provider must provide the Services in respect of this Call-Off Contract in accordance with such timing and the Service Provider must pay liquidated damages in accordance with the Agreement of such an amount as may be specified in Attachment 1. The Service Provider shall be liable for the ongoing costs of providing Services in order to meet a Milestone.
- 2.4 The Service Provider acknowledges and agrees that as at the commencement date of this Call-Off Contract it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services provided to the Authority under this Call-Off Contract.

3. CALL-OFF TERM

This Call-Off Contract commences on the date of this Call-Off Contract, or such other date as may be specified in Attachment 1 and subject to Clause 4.2 of the Agreement, shall continue in force for the Call-Off Term stated in Attachment 1 unless terminated earlier in whole or in part in accordance with the Agreement.

4. CHARGES

Attachment 2 specifies the Charges payable in respect of the Services provided under this Call-Off Contract. The Charges shall not increase during the duration of this Call-Off Contract unless varied in accordance with the Agreement. The Service Provider shall submit invoices in accordance with the Agreement and the Charges shall be paid in accordance with the Agreement.

5. CALL-OFF CO-ORDINATOR AND KEY PERSONNEL

The Authority's Call-Off Co-ordinator in respect of this Call-Off Contract is named in Attachment 1 and the Service Provider's Key Personnel in respect of this Call-Off Contract are named in Attachment 2.

This Call-Off Contract has been signed by duly authorised representatives of each of the Parties.

SIGNED

For and on behalf of the [Authority]

Signature: _____

Name: _____

Title: _____

Date: 13 October 2022 _____

SIGNED

For and on behalf of [*the Service Provider*]

Signature:  _____

Name:  _____

Title:  _____

Date: 13/10/2022

Attachment 1

1. Services to be provided

As outlined in the "NYE 2022 Brief" accompanying the "NYE 2022 GLA 81821 Schedule 5A Request Form" both below; as issued to by [REDACTED] on 15 August 2022 at 02:28 hours via email to [REDACTED] and acknowledged by the Service Provider on 15 August 2022 at 07:09 hours.

Scope of work



3. P6493_NYE
2022_ScopeOfWork_v

2. Timetable

Commencement date : 11 October 2022

Call-Off Term: Seven (7) months (expiring 31 March 2023)

3. Liquidated Damages

Not Used

4. Expenses

Not Used

5. Authority Account Details

Relevant account code and cost centre:

6. Address for Postal Invoices

Invoices Department
Transport for London
14 Pier Walk
North Greenwich, London SE10 0ES

PDF-Invoicing Email Address

All invoices to be sent via email

invoices@tfl.gov.uk

7. Authority Call-Off Co-ordinator

Name: [REDACTED], Events for London, GLA

Address: City Hall, Kamal Churchie Way, London E16 1ZE

Phone: [REDACTED]

Email: [REDACTED]@london.gov.uk

8. Availability of Key Personnel

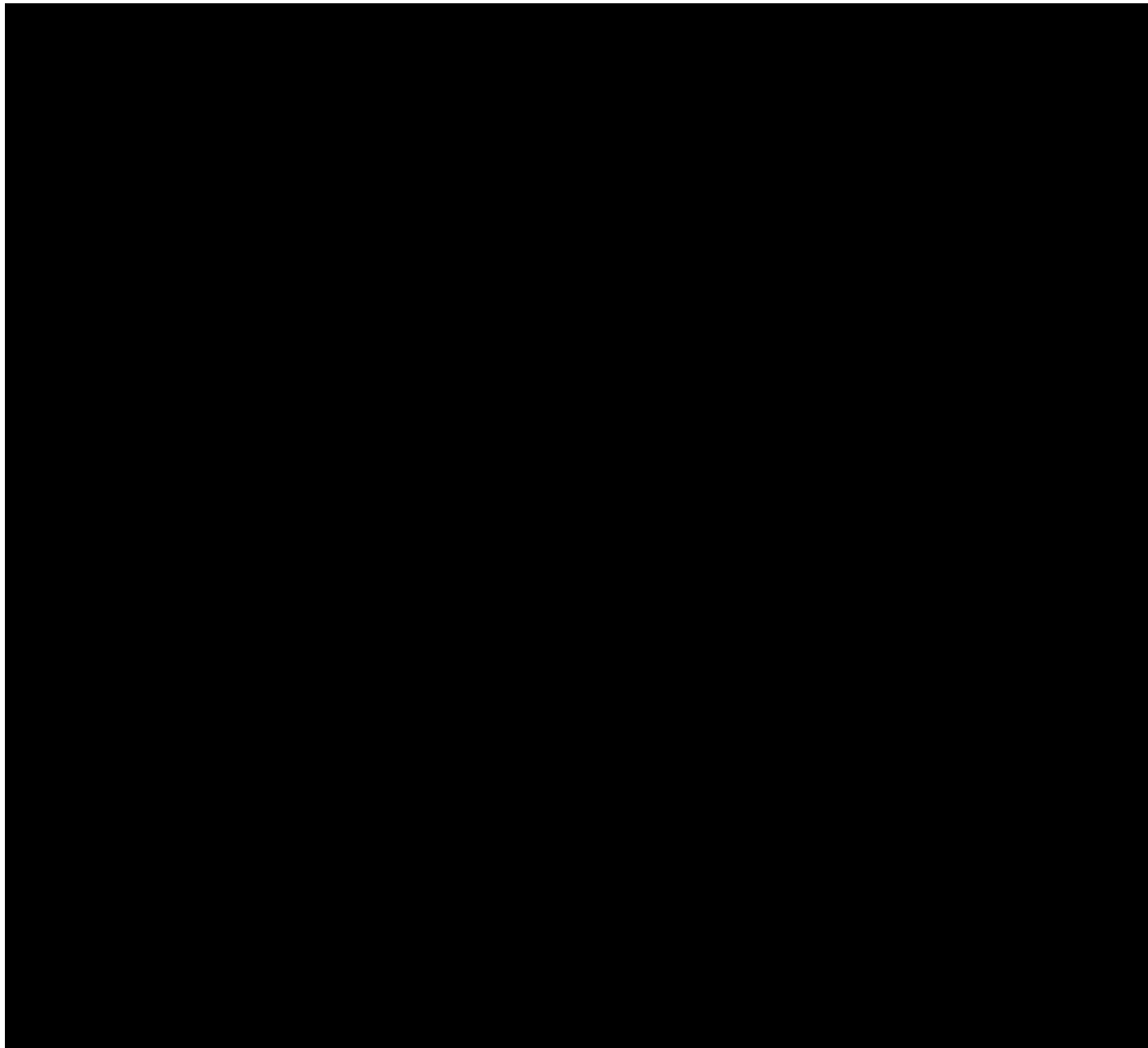
Not used

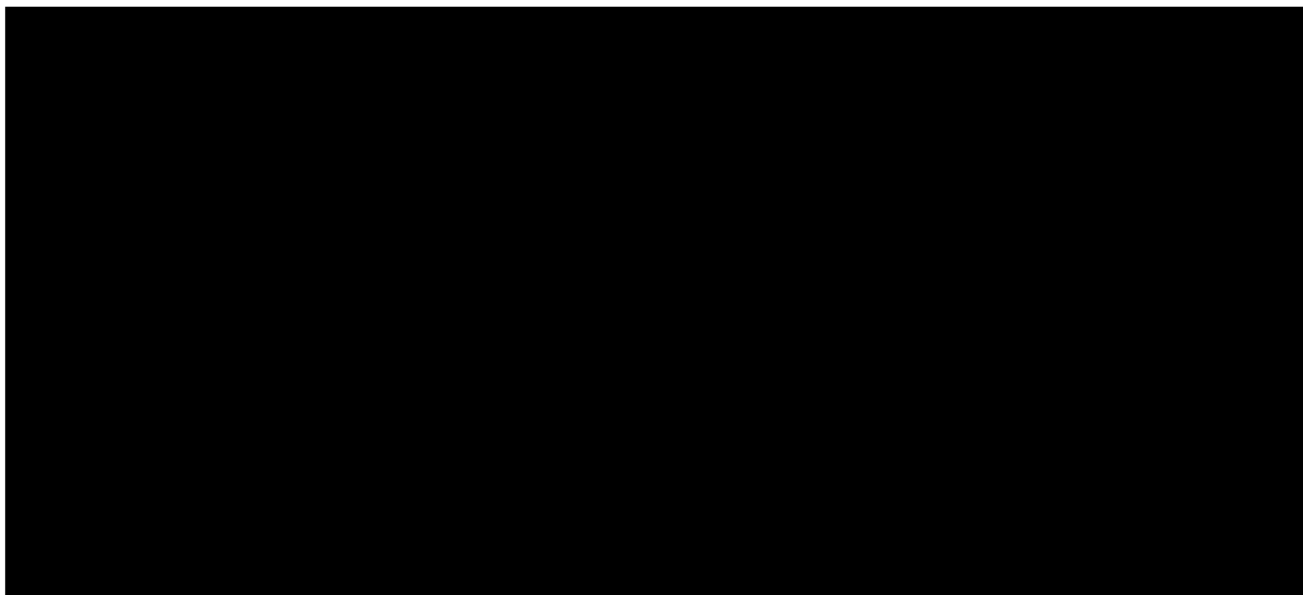
9. Other information or conditions

Specify any other information or special conditions relevant to provision of Services under this Call-Off Contract

Attachment 2

1. Charges





2. Key Personnel

The Service Provider's Key Personnel (include grades and areas of responsibility):

Name & Position	Contact Details	Area of Responsibility
[REDACTED]	[REDACTED]@identitygroup.co.uk	[REDACTED]
[REDACTED]	[REDACTED]@identitygroup.co.uk	[REDACTED]
[REDACTED]	[REDACTED]@identitygroup.co.uk	[REDACTED]
[REDACTED]	[REDACTED]@identitygroup.co.uk	[REDACTED]
[REDACTED]	[REDACTED]@identitygroup.co.uk	[REDACTED]
[REDACTED]	[REDACTED]@identitygroup.co.uk	[REDACTED]
[REDACTED]	[REDACTED]@identitygroup.co.uk	[REDACTED]
[REDACTED]	[REDACTED]@identitygroup.co.uk	[REDACTED]
[REDACTED]	[REDACTED]@identitygroup.co.uk	[REDACTED]

3. Proposed sub-contractors (if any)

Name and contact details of proposed sub-contractor(s) and details of any proposed sub-contracted work:



1.
P6493_NYE_Identity:

Attachment 3

Special Conditions for Call-Off

CA6 FURTHER INSURANCE REQUIREMENTS

- CA6.1 Without prejudice to Clauses 21 and 22 or any other provision of the Agreement or this Call-Off Contract, the Service Provider shall comply with the provisions of this Clause CA6.
- CA6.2 Where the Insurances contain a care, custody or control exclusion, the relevant policy shall be endorsed so as to delete the exclusion in respect of any Tfl Premises (including contents) that are occupied by the Service Provider for the purpose of performing the Services.
- CA6.3 The Service Provider shall:
- CA6.3.1 if required by the Authority, use all reasonable endeavours to procure that its public liability insurance extends to indemnify the Authority as principal;
 - CA6.3.2 where any Insurance is due for renewal during the Term or Call-Off Term, the Service Provider shall within 5 Business Days of the date of renewal also provide the Authority with satisfactory evidence that such Insurance has been renewed;
 - CA6.3.3 if required by the Authority, procure that prior to cancelling or changing any term of any Insurances, the insurer or insurers under such Insurances give the Authority not less than 30 days' notice of intention to cancel or make such change;
 - CA6.3.4 bear the cost of all or any excesses under the Insurances;
 - CA6.3.5 not take or shall not fail to take any action or (insofar as it is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances;
 - CA6.3.6 notify the Authority as soon as reasonably practicable in writing of any anticipated or actual event or circumstance which may lead or has led to any Insurance lapsing or being terminated or the cover under it being reduced or modified;
 - CA6.3.7 notify the Authority as soon as reasonably practicable in writing upon becoming aware of any claim, event or circumstance which is likely to give rise to any claim or claims in aggregate in respect of the Services in excess of £20,000 on any Insurance and, if requested by the Authority and where not otherwise subject to an obligation of confidentiality, provide full details of such claim, event or circumstance (and such other relevant information as the Authority may reasonably require) within 3 Business Days of the Authority's request;
 - CA6.3.8 subject to Clause CA6.4.1, promptly and diligently deal with all claims under the Insurances (or any of them) relating to the Services and in accordance with all insurer requirements and recommendations; and

CA6.3.9 in relation to any claim settled under the Insurances in respect of the Services, and to the extent that the proceeds of such claim are payable to the Service Provider, pay the proceeds to the person who suffered the loss or damage that gave rise to the claim (whether the Authority, any member of the TfL Group or any third party).

CA6.4 In relation to all the Insurances except employer’s liability insurance, but subject to the requirements of any insurer under the Insurances, the Service Provider agrees:

CA6.4.1 to use all reasonable endeavours to procure the endorsement in respect of the Insurances set out in Schedule 1 (if any); and

CA6.4.2 that the Authority has the right to control and to supervise all dealings with the press and any other media in relation to any incident, event, claim, or action arising in connection with this Call-Off Contract.

CA6.5 If the Service Provider is in breach of Clause 22 of the Agreement or this Clause CA6, then without prejudice to any of its other rights, powers or remedies, the Authority may pay any premiums required to keep any of the Insurances in force or itself procure such Insurances. In either case, the Authority may recover such premiums from the Service Provider, together with all expenses incurred in procuring such Insurances as a debt.

The Service Provider is required to ensure it has the following insurance cover in place.

- Public liability insurance of a minimum of £30 (thirty) million pounds for each and every occurrence or series of occurrences arising out of any one occurrence which will include the provision of an Indemnity to Principals clause within the policy. This must also include additional cover to the value of £100 {one hundred} million pounds specifically for claims relating to the physical and business operation of the London Eye.
- Product liability insurance of a minimum of £30 (thirty) million pounds in aggregate for any one or a series of claims which will include the provision of an Indemnity to Principals clause within the policy. This must also include additional cover to the value of £100 (one hundred) million pounds specifically for claims relating to the physical and business operation of the London Eye.
- Employers liability insurance of a minimum £30 (thirty) million pounds in aggregate for any one or a series of claims which will include the provision of an Indemnity to Principals clause within the policy.
- Property insurance to cover the cost of the fireworks and the contractors equipment to deliver the display to their reinstatement value or as agreed with the authority.
- Professional Indemnity Insurance to the value of £3 (three) million pounds in the aggregate for any one or a series of claims.

The GLA, Westminster City Council and the London Borough of Lambeth, prior to the events, will require copies of dated insurance certificates.

CA31 ETHICAL SOURCING

CA31.1 The Authority is committed to ensuring that workers employed in its supply chains in the UK and throughout the world are treated fairly, humanely, and equitably. In the course of complying with this Call-Off Contract, the Service Provider shall:

- CA31.1.1 adhere to the principles of and shall procure that its subcontractors (as applicable) adhere to the principles of the Ethical Trading Initiative (“ETI”) Base Code as set out in Appendix 1 to this Clause CA31; and
- CA31.1.2 implement an Ethical Sourcing and Modern Slavery Action Plan designed to protect workers from labour exploitation and human rights abuses and ensure compliance with the Modern Slavery Act 2015 and the GLA Group Responsible Procurement Policy in accordance with the requirements of Appendix 2 to this Clause CA31.
- CA31.2 The Service Provider will, within 90 days of the commencement of Services, produce an Ethical Sourcing and Modern Slavery Action Plan identifying the main risks of modern slavery, human trafficking, forced and bonded labour and human rights violations in its supply chain, highlighting the main products and countries involved and the steps to be taken by the Service Provider to mitigate the risks in the short, medium, and long term. The costs of the creation and implementation of the Ethical Sourcing and Modern Slavery Action Plan shall be borne by the Service Provider.
- CA31.3 The Service Provider will update the Ethical Sourcing and Modern Slavery Action Plan annually for the duration of this Call-Off Contract. More regular updates will be provided when risks of modern slavery, human trafficking, forced and bonded labour and human rights violations in its supply chain are assessed as imminent either by the Service Provider or the Authority.
- CA31.4 The Service Provider shall, where relevant, train its employees and subcontractors to ensure compliance with this Clause CA31. The Service Provider shall keep a record of all training completed by its employees and subcontractors and shall make a copy of the record available to the Authority on request.
- CA31.5 During the course of this Call-Off Contract, if the Authority has reasonable cause to believe that the Service Provider is not complying with any provision of Clause CA31, then the Authority shall notify the Service Provider and the Parties shall agree a remediation plan with appropriate timeframes for compliance by the Service Provider, such remediation plan to be agreed by the Parties by no later than 30 days from the date of the Authority’s notification to the Service Provider that remedial action is required or such other period as the Parties may otherwise agree in writing. The costs of the creation and implementation of the remediation plan shall be borne by the Service Provider.
- CA31.6 Following agreement of the remediation plan described in Clause CA31.5, the Authority reserves the right to conduct, or require to be conducted, one or more audits, (either itself or via a third-party auditor approved by the Authority) in relation to compliance by the Service Provider with the remediation plan.
- CA31.7 For the avoidance of doubt, the right of audit contained in this Clause CA31 shall include without limitation the right of the Authority (or an auditor appointed by the Authority) acting reasonably to undertake physical inspections of relevant sites/factories, to conduct interviews with relevant personnel and to inspect relevant documents. The Service Provider shall co-operate and shall procure that its subcontractors (as applicable) co-operate with the Authority and the Authority’s auditor in relation to all aspects of any audit.

- C31.8 The Service Provider shall make the audit reports required pursuant to Clause CA31.7 available to the Authority through the Suppliers Ethical Data Exchange ("Sedex"), or an equivalent process.

APPENDIX 1 TO CLAUSE CA31 - ETHICAL SOURCING APPENDIX: THE ETI BASE CODE

1.1 EMPLOYMENT IS FREELY CHOSEN

- 1.1.1 There is no forced, bonded, or involuntary prison labour.
- 1.1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

1.2 FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED

- 1.2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- 1.2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- 1.2.3 Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- 1.2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

1.3 WORKING CONDITIONS ARE SAFE AND HYGIENIC

- 1.3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 1.3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 1.3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 1.3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 1.3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

1.4 CHILD LABOUR SHALL NOT BE USED

- 1.4.1 There shall be no new recruitment of child labour.
- 1.4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be

performing child labour to enable her or him to attend and remain in quality education until no longer a child.

1.4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.

1.4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

1.5 LIVING WAGES ARE PAID

1.5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards, or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.

1.5.2 All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.

1.5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

1.6 WORKING HOURS ARE NOT EXCESSIVE

1.6.1 Working hours comply with at least UK national laws and benchmark industry standards, whichever affords greater protection.

1.6.2 In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7-day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

1.7 NO DISCRIMINATION IS PRACTICED

1.7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination, or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

1.8 REGULAR EMPLOYMENT IS PROVIDED

1.8.1 To every extent possible, work performed must be on the basis of recognised employment relationship established through national law and practice.

1.8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such

obligations be avoided through the excessive use of fixed-term contracts of employment.

1.9 NO HARSH OR INHUMANE TREATMENT IS ALLOWED

1.9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

1.10 NOTE ON THE PROVISIONS OF THE ETI BASE CODE

1.10.1 The provisions of the ETI Base Code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this ETI Base Code are expected to comply with national and other applicable law and, where the provisions of law and this ETI Base Code address the same subject, to apply that provision which affords the greater protection.

1.11 DEFINITIONS

1.11.1 In this Appendix 1 to Clause CA31:

“Child” shall mean any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under ILO Convention No. 11, the lower will apply.

“Young person” shall mean any worker over the age of a child as defined above and under the age of 18.

“Child labour” shall mean any work by a child or young person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education, or to be harmful to the child's or young person's health or physical, mental, spiritual, moral, or social development.

Appendix 2 to Clause CA31 - Ethical Sourcing and Modern Slavery Action Plan

- 1.1 The Authority is committed to ensuring that workers employed in its supply chains in the UK and throughout the world are treated fairly, humanely, and equitably.
- 1.2 The Service Provider must prepare its Ethical Sourcing and Modern Slavery Action Plan using the guidance information and template below. The Service Provider's Ethical Sourcing and Modern Slavery Action Plan should be no longer than ten (10) pages in length (excluding relevant policies or similar documents that may be included as appendices) and include:
 - 1.2.1 the Service Provider's ethical sourcing policy, highlighting its key ethical sourcing objectives and the means by which the objectives will be achieved over the duration of the Call-Off Contract;
 - 1.2.2 the Service Provider's processes in place to comply with, and any additional processes to be put in place in order to adhere to the principles of the Ethical Trading Initiative (ETI) Base Code, or an equivalent code of conduct;
 - 1.2.3 identification of the main risks of modern slavery, human trafficking, forced and bonded labour and human rights violations in the Service Provider's supply chain, highlighting the main products and source countries involved and the steps the Service Provider is taking/will take to mitigate the risks in the short, medium, and long term (including appropriate ethical sourcing training for the Service Provider's buying staff and other relevant employees);
 - 1.2.4 the steps the Service Provider will take to ensure that its subcontractors implement ethical sourcing policies similar to its own. The Service Provider's action plan should also set out the methods by which it proposes monitoring and reporting on the steps it has taken to mitigate risks and their effectiveness; and
 - 1.2.5 the Service Provider's plan may include commissioning on social audit on sites of supply, which may be shared with the Authority through the Sedex.

Modern Slavery in the Supply Chain Action Plan – Example

The specific example below is purely for illustrative purposes.

ETI Base Code Item (Examples)	Modern Slavery or Other Risk of Human Rights Abuse (Examples)	Mitigating or Capacity Building Action	When	Person Responsible	Resource Implications	Measure of Success

CA32 EQUALITY, DIVERSITY, AND INCLUSION

CA32.1 For the purposes of this Clause CA32, unless the context indicates otherwise, the following expressions shall have the following meanings:

“EDI Action Plan”	means the strategic equality, diversity and inclusion action plan as negotiated and agreed by the Parties and attached to this Clause CA32 at Appendix 2; and
“EDI Policy”	means a written policy setting out how a Service Provider will promote equality, diversity, and inclusion;
“Equality Statement”	means a short-written statement setting out how a Service Provider will embed equality, diversity, and inclusion in its performance of the Call-Off Contract; and
“Minimum Records”	means all information relating to the Service Provider's performance of and compliance with Clause CA32 and the adoption and implementation of an EDI Action Plan, by each subcontractor and, where applicable, subject to the provisions of Clause CA32.3, indirect subcontractor, of the Service Provider.

EDI Policy

- CA32.2 From the Call-Off Contract commencement date, the Service Provider shall provide the Authority with a copy of its EDI Policy. The Service Provider shall keep its EDI Policy under review for the duration of the Call-Off Contract and shall provide the Authority with any such revised EDI Policy once available.

EDI Action Plan

- CA32.3 Where a contract has a contract value of over £5 million and for the duration of the Call-Off Contract, the Service Provider shall comply with the agreed EDI Action Plan and shall procure that each of its subcontractors:

CA32.3.1 adopts and implements; and

CA32.3.2 in respect of indirect subcontractors, uses reasonable endeavours to procure that those indirect subcontractors adopt and implement, a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Call-Off Contract which is at least as extensive in scope as that agreed with the Authority and set out in the EDI Action Plan.

Equality Statement

- CA32.4 Where a Call-Off Contract has a total value over £1 million, the Service Provider shall submit and keep under review an Equality Statement setting out how they will embed equality, diversity, and inclusion in the performance of the Call-Off Contract.

Monitoring and Reporting

For the purposes of this clause, “BAME”, “disabled”, “diversity” and “SMEs” have the meanings set out in Appendix 1 to this Clause CA32.

- CA32.5 Subject to Clause CA32.3, the Service Provider shall use reasonable endeavours to provide the Authority on the date of this Call-Off Contract and subsequently every 12 months from that date or such other frequency as the Authority may reasonably request, with the following information:

CA32.5.1 an annual report on performance and compliance with the equality, diversity and inclusion provisions as set out in Clause CA32.3. The annual report should set out:

- (a) the performance of the Service Provider over the past 12 months in relation to the EDI Action Plan;
- (b) employee breakdown: the proportion of its employees engaged in the performance of the Call-Off Contract to the extent reasonably possible, the employees of its subcontractors or indirect subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of the Call-Off Contract who are:
 - of non-white British origin or who classify themselves as being non-white British;

- female;
 - from the local community;
 - disabled;
- (c) expenditure breakdown: a statement broken down by activity and material type of how they have used and how much has been spent with:
- Small and Medium Enterprises;
 - BAME businesses;
 - suppliers from other under-represented or protected groups;
 - suppliers demonstrating a diverse workforce composition.

CA32.6 Progress and approval (where due) of actions will be monitored via four weekly (or as otherwise agreed) progress meetings with the Authority. The Service Provider shall provide a written update prior to the progress meetings and should request additional meetings (if necessary) with the Authority to discuss progress or seek sign-off for completed actions.

CA32.7 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 in the collection and reporting of the information to the Authority pursuant to Clause CA32.5.

EDI Audit

CA32.8 The Authority or its nominee may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with Clause CA32. The Authority's rights pursuant to this clause shall audit of include any and all documents and records of the Service Provider and its subcontractors and, where applicable, subject to the provisions of Clause CA32.3, indirect subcontractors, and shall include the Minimum Records.

CA32.9 The Service Provider shall maintain and retain the Minimum Records for a minimum of 6 years from the termination or expiry of the Call-Off Contract. The Service Provider shall procure that each of its subcontractors and, where applicable subject to the provisions of Clause CA32.3, indirect subcontractors, shall maintain and retain records equivalent to the Service Provider's Minimum Records for a minimum of 6 years from the termination or expiry of the Call-Off Contract. The Service Provider shall procure that each subcontract between it and its subcontractors and, where applicable, subject to the provisions of Clause CA32.3, each subcontract between its subcontractors and any indirect subcontractors of the Service Provider, shall contain rights of audit in favour of and enforceable by the Authority substantially equivalent to those granted by the Service Provider pursuant to Clause CA32.

CA32.10 The Authority shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing, and method of undertaking audits so as to

ensure that the Service Provider and each subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Call-Off Contract and each relevant subcontract.

CA32.11 The Service Provider shall promptly provide, and procure that its subcontractors and, where applicable subject to the provisions of Clause CA32.3, indirect subcontractors, promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:

CA32.11.1 granting or procuring the grant of access to any premises used in the Service Provider's performance of the Call-Off Contract or in its relevant subcontractor or indirect subcontractor's performance of its subcontract, whether the Service Provider's own premises or otherwise;

CA32.11.2 granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's or the relevant subcontractor or indirect subcontractor's obligations specified in Clause CA32.3, wherever situated and whether the Service Provider's own equipment or otherwise; and

CA32.11.3 complying with the Authority's reasonable requests for access to senior personnel engaged in the Service Provider's performance of the Call-Off Contract or the relevant subcontractor or indirect subcontractor's performance of its subcontract.

Gender Neutral Language

CA32.12 For the duration of the Call-Off Contract, the Service Provider shall endeavour to employ gender-neutral language in all communications relating to the Call-Off Contract, including but not limited to communications with job applicants, employees, apprentices, contractors, customers, and members of the public. Gender-neutral language includes avoidance of male or female pronouns and male or female forms of job titles where unnecessary.

Appendix 1 to Clause CA32 - Equality, Diversity, and Inclusion Definitions

Definitions and terminology	Meaning
Accessibility	This term refers to the design of products, devices, services, or environments that is inclusive of disabled people.
Black Asian and Minority Ethnic (BAME) Groups	Ethnic groups who have a common experience of discrimination based on their skin colour or ethnic origin. Individuals may self-identify in different ways, but BAME is the collective term used by TfL to describe people who may have this range of experiences.
Disability	Physical or mental impairment that has a 'substantial' and 'long-term' negative effect on a person's ability to do normal daily activities.
Diversity	Recognising, respecting, and valuing a wide set of differences and understanding that an individual's opportunities are impacted by characteristics beyond those protected by legislation, e.g., class, family background, political views, union membership etc.
Equality	<p>Recognising and respecting differences, including different needs, to ensure that everyone:</p> <ul style="list-style-type: none"> • can live their lives free from discrimination; • knows their rights will be protected; and • has what they need to succeed in life. <p>Equality is about ensuring equality of opportunity by tackling the barriers that some groups face and making London fairer by narrowing the social and economic divides that separate people. The characteristics protected by equality legislation are age, disability, gender, gender reassignment, ethnicity, pregnancy and maternity, religion and/or belief and sexual orientation.</p>
Equality Impact Assessments (EqIA)	As a public body, TfL is bound by the Public Sector Equality Duty (PSED) under the Equality Act 2010. An EqIA is a tool used to demonstrate that TfL has met its PSED duties. Like a risk assessment process, an EqIA is a process that helps TfL to make more inclusive decisions and to make sure that TfL's programmes, policies, projects, and the way TfL designs, builds, and operates services works well for TfL staff and customers.
Ethnicity	An individual's identification with a group sharing any or all of the following: country of origin, cultural origins or practice, language, nationality religion, skin colour.
Gender	The social differences between women and men that have been learned are changeable over time and have wide variations both within and between cultures. The term is often used to differentiate from 'sex', a term referring to biological differences. It is important to note that some people consider themselves to be 'gender fluid' (someone whose sense of their gender may vary) or 'gender non-binary' (someone who does not wish to be defined as male or female).
Gay	Refers to a man who has a romantic and/or sexual orientation towards men. Also, a generic term for lesbian and gay sexuality - some women define themselves as gay rather than lesbian.
Inclusion	Removing barriers and taking steps to create equality, harness diversity and produce safe, welcoming communities and cultures that encourage innovative and fresh ways of thinking and allow

	people to speak up, especially to suggest where things could be done better.						
Inclusive Design	Creating environments which everyone can use to access and benefit from the full range of opportunities available, confidently, independently, with choice and dignity, which avoids separation or segregation and is made up of places and spaces that acknowledge diversity and difference, meeting the needs of everyone in society.						
Lesbian	Refers to a woman who has a romantic and/or sexual orientation towards women.						
Neurodiverse	A concept where neurological differences are recognised and respected in the same way as any other human difference.						
Non-Binary	An umbrella term for people whose gender identity is not comfortably expressed by ‘man’ or ‘woman’. Non-binary identities are varied and can include people who identify with some aspects of binary identities, while others reject them entirely.						
Pay gap	Difference between the average pay of two different groups of people, for example men and women, or groups from different ethnic backgrounds.						
Sexual Orientation	A person’s emotional, physical and/or sexual attraction, and the expression of that attraction.						
Supplier Diversity	<p>Diverse suppliers are from one of the following five categories:</p> <p>1. Small and Medium Enterprises (SMEs).</p> <p>A small enterprise is a business which has both 0-49 full-time equivalent employees and either:</p> <ul style="list-style-type: none"> • turnover per annum of no more than £5.6 million net (or £6.72 million gross) in the last financial year; or • balance sheet total of no more than £2.8 million net (£3.36 million gross). <p>A medium enterprise is a business which has both 50-249 full-time equivalent employees and either;</p> <ul style="list-style-type: none"> • turnover per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year; or • balance sheet total of no more than £11.4 million net (or £13.68 million gross). <p>2. A minority-led business is a business which is 51% or more owned by members of one or more BAME groups. Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than ‘white British’. The minority ethnic classification groups used by TfL for monitoring purposes are those taken from the census:</p> <table border="1"> <thead> <tr> <th>Ethnic group</th><th>Racial Origin</th></tr> </thead> <tbody> <tr> <td>White British</td><td>Irish Any other White background</td></tr> <tr> <td>Mixed</td><td>White & Black Caribbean White & Black African White & Asian</td></tr> </tbody> </table>	Ethnic group	Racial Origin	White British	Irish Any other White background	Mixed	White & Black Caribbean White & Black African White & Asian
Ethnic group	Racial Origin						
White British	Irish Any other White background						
Mixed	White & Black Caribbean White & Black African White & Asian						

		Any other Mixed background
	Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background
	Black or Black British	Caribbean African Any other Black background
	Chinese or other Ethnic Group	Chinese Any other ethnic group
	<p>3. A supplier from an under-represented group which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):</p> <ul style="list-style-type: none">• women;• disabled people;• lesbians, gay men, bisexual people;• trans people;• older people (aged 60 or over); and• younger people (aged 24 or under). <p>4. A supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups or alternatively, ownership by a social enterprise or a voluntary/community organisation).</p> <p>5. Suppliers demonstrating a diverse workforce composition are those with full time equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed above.</p>	
Trans or transgender	Current terminology for people who do not want to live as the sex they were assigned at birth.	
Young adults, children, and young people	<p>Young adults are people aged 16 to 24, whether in education or employment.</p> <p>Children and young people can be further subdivided into:</p> <p>i) Young children – those that use the transport network escorted by parents or carers.</p> <p>ii) School children – those, usually aged between 11-16 at secondary school, that use the transport network independently or with members of their peer group.</p>	

APPENDIX 2 TO CLAUSE CA32 – EDI ACTION PLAN*[Insert agreed EDI Action Plan]*

The specific example below is purely for illustrative purposes.

EDI Objective	Current position/ baseline	Action	Timing	Person responsible	Resources	KPIs
Recruit and retain a workforce reflective of the local area	From workforce diversity statistics					
Move all staff onto London Living Wage						
Collect and analyses diversity data						
Reduce gender pay gap						
Inclusive recruitment training for hiring managers						
Managing diversity for all line managers/ supervisors						
Inclusive customer service for all public facing staff						

