

Contract Reference Number: GLA80113

Date: 3rd January 2012

Contract for Information and Library Services

between

The Greater London Authority

and

IDOX Information Solutions Ltd

Version: Generic January 2011

Contents

CLAUSE	HEADING	PAGE
1.	DEFINITIONS AND INTERPRETATION.....	4
2.	COMMENCEMENT AND DURATION.....	10
3.	THE SERVICES	10
4.	CHARGES.....	11
5.	PAYMENT PROCEDURES AND APPROVALS.....	11
6.	WARRANTIES AND OBLIGATIONS.....	13
7.	OPERATIONAL MANAGEMENT.....	14
8.	SERVICE PROVIDER'S PERSONNEL.....	14
9.	SUB-CONTRACTING AND CHANGE OF OWNERSHIP	15
10.	CONFLICT OF INTEREST.....	16
11.	ACCESS TO PREMISES	17
12.	COMPLIANCE WITH POLICIES AND LAW.....	18
13.	CORRUPT GIFTS AND PAYMENT OF COMMISSION.....	21
14.	EQUIPMENT	21
15.	QUALITY AND BEST VALUE.....	22
16.	RECORDS, AUDIT AND INSPECTION	22
17.	SET-OFF	22
18.	INDEMNITY	23
19.	INSURANCE	23
20.	THE AUTHORITY'S DATA	24
21.	INTELLECTUAL PROPERTY RIGHTS AND LONDON 2012	24
22.	PROTECTION OF PERSONAL DATA	25
23.	CONFIDENTIALITY, ANNOUNCEMENTS AND TRANSPARENCY.....	25
24.	FREEDOM OF INFORMATION.....	26
25.	DISPUTE RESOLUTION.....	27
26.	BREACH AND TERMINATION OF CONTRACT.....	28
27.	CONSEQUENCES OF TERMINATION OR EXPIRY	30
28.	DECLARATION OF INEFFECTIVENESS.....	31
29.	SURVIVAL	32
30.	RIGHTS OF THIRD PARTIES.....	32
31.	CONTRACT VARIATION.....	32
32.	NOVATION.....	32
33.	NON-WAIVER OF RIGHTS.....	33
34.	ILLEGALITY AND SEVERABILITY	33
35.	NOTICES.....	33
36.	ENTIRE AGREEMENT.....	34
37.	COUNTERPARTS.....	34

38.	RELATIONSHIP OF THE PARTIES	34
39.	FURTHER ASSURANCE	34
40.	GOVERNING LAW	35
	SCHEDULE 1 - KEY CONTRACT INFORMATION.....	37
	SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT	40
	SCHEDULE 3 - SPECIFICATION	56
	SCHEDULE 4 - CHARGES	57
	SCHEDULE 5 - PROJECT PLAN.....	58
	SCHEDULE 6 - FORM FOR VARIATION	59
	SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS.....	61

	public or bank holidays in England;
“Cessation Plan”	a plan agreed between the Parties or determined by the Authority pursuant to Clause 28 to give effect to a Declaration of Ineffectiveness;
“Charges”	the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 26.6 and/or Clause 31;
“Confidential Information”	all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (and where the Authority is TfL, including the TfL Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority (and where the Authority is TfL, any member of the TfL Group);
“Contract”	this contract, including the Schedules and all other documents referred to in this contract;
“Contract Information”	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
“Contract Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Declaration of	a declaration of ineffectiveness in relation to this Contract made by a Court of competent

Ineffectiveness”

jurisdiction pursuant to Regulation 47J of the Public Contracts Regulations 2006 or Regulation 45J the Utilities Contracts Regulations 2006;

“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 Party relying on the Force Majeure Event (**“Affected Party”**) to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

“Holding Company”

any company which from time to time directly or indirectly controls the Service Provider where “control” is as defined by section 1124 of the Corporation Tax Act 2010;

“Insolvency Event”

any of the following:

the Service Provider and/or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;

a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of the Service Provider and/or the Holding Company;

being a company, the Service Provider and/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);

the Service Provider and/or the Holding Company ceasing or threatening to cease to carry on its business for any reason and/or being unable to pay its debts within the meaning of the Insolvency Act 1986;

being an individual or firm, the Service Provider becoming bankrupt or dying;

any similar event to those in (a) to (e) above occurring in relation to the Service Provider and/or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“Key Personnel”

the Service Provider’s key personnel named in Schedule 1;

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;

“Milestone”

an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;

“Parties”

the Authority and the Service Provider (including their successors and permitted assignees) and **“Party”** shall mean either of

	them as the case may be;
“Procurement Manager”	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
“Project Plan”	the plan (if any) for implementation and/or project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;
“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
“Service Provider’s Personnel”	all such employees, officers, suppliers, sub-contractors and agents of the Service Provider as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”	<p>(a) subject to Clause 26.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services and/or activities pursuant to Clause 31; and</p> <p>(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;</p>
“Specification”	the specification and other requirements set out in Schedule 3;
“Term”	the period during which the Contract continues in force as provided in Clause 2

and Schedule 1;

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

“TfL Group” TfL and 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;

“Transparency Commitment” means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Authority is committed to publishing its contracts, tender documents and data from invoices received; 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.

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

a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;

a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;

headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;

references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;

in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:

- 1.1.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or

1.1.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;

the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;

the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and

the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

Commencement and Duration

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 26.

The Services

The Service Provider:

1.1.3 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;

1.1.4 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;

1.1.5 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and

1.1.6 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.

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

The Service Provider shall provide the Services:

1.1.7 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;

- 1.1.8 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification; and
- 1.1.9 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.
- 1.1.10 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.

Where reasonably requested to do so by the Greater London Authority or any of its other functional bodies (currently, Transport for London, the London Development Agency, the Metropolitan Police, the London Fire and Emergency Planning Authority) and provided the Service Provider is willing to so contract, the Service Provider shall contract with the GLA or such other functional body of the GLA on the terms of this Contract with only the necessary changes of Parties' details being made.

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

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

Charges

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

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

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.

Payment Procedures and Approvals

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

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

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

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

The Service Provider shall submit invoices to the postal address set out in Schedule 1 or, where an electronic format for submission of invoices is set out in Schedule 1, such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name and address, a separate calculation of VAT and a brief description of the Services provided.

In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.

If the Authority considers that the Charges claimed by the Service Provider in any invoice have:

1.1.13 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;

1.1.14 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.

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

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

- 1.1.16 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 17, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.
- 5.7 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.
- 5.6 Interest shall accrue at the interest rate of two percent (2%) above the base rate of HSBC Bank plc from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

Warranties and Obligations

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

1.1.17 the Service Provider:

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

1.1.17.2 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

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

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

- 1.1.19 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and
- 1.1.20 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.

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

Operational Management

The Authority authorises the Contract Manager to act as the Authority's representative for the Contract and the Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, unless otherwise notified by the Authority save in respect of issues relating to variations to the Contract, any matter concerning the terms of the Contract and any financial matter (including the issues in Schedule 4) which shall be referred to the Procurement Manager.

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

Service Provider's Personnel

The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.

Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or, where TfL is the Authority any member of the TfL Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.

The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate

qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.

Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to such Service Provider's Personnel to any Authority Premises if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract and/or are otherwise incompetent, negligent, and/or guilty of misconduct and/or who could be a danger to any person and shall notify the Service Provider of such denial in writing; the Service Provider shall immediately remove such Service Provider's Personnel from performing the Services and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).

The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.

Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or where TfL is the Authority the TfL Group incur or suffer, whenever such Losses may arise or be brought by the Service Provider's Personnel or any person who may allege to be the same.

The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

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

Sub-Contracting and Change of Ownership

The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority identifying the relevant sub-contractor which may be refused or granted consent subject to such conditions as the Authority sees fit.

Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:

- 1.1.21 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the

- 1.1.22 be responsible for payments to that person;
- 1.1.23 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;

where the GLA is the Authority include a term in each sub-contract requiring payment to be made by the Service Provider to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements.

The Service Provider shall give notice to the Authority within 10 Business Days where :

- 1.1.24 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
- 1.1.25 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
- 1.1.26 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

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

Conflict of Interest

The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or where TfL is the Authority any member of the TfL Group, save to the extent fully disclosed to and approved by the Authority.

The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or where TfL is the Authority any member of the TfL Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 26.1.4.

Access to Premises

Subject to Clause 8.4 any access to any Authority Premises made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, that the Service Provider shall be responsible for its own costs or travel including any congestion charging and/or low emission zone charging. The Service Provider shall:

- 1.1.27 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;
- 1.1.28 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;
- 1.1.29 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;
- 1.1.30 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
- 1.1.31 not damage the Authority Premises or any assets on Authority Premises.

Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and where TfL is the Authority any member of the TfL Group.

The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT

services) to the Service Provider except as may be specified in Schedule 1.

Compliance with Policies and Law

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

- 1.1.32 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;
- 1.1.33 shall provide the Services in compliance 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 the Service Provider's business and/or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;
- 1.1.34 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 1.1.35 acknowledges that the Authority is under a duty under section 76A of the Sex Discrimination Act 1975, section 71 of the Race Relations Act 1976 and under section 49A of the Disability Discrimination Act 1995 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex or marital status, race or disability (as the case may be) and to promote equality of opportunity between persons of different

racial groups and between disabled people and other people (as the case may be). In providing the Services, the Service Provider shall assist and cooperate with the Authority where possible in satisfying this duty;

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

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

1.1.36.2 eliminate unlawful discrimination; and

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

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

shall assist and co-operate with the Authority where possible with the Authority's compliance with its duties under section 1 and section 149 of the Equality Act 2010 as and when section 1 and/or section 149 come into force, including any amendment or re-enactment of section 1 or section 149, and any guidance, enactment, order, regulation or instrument made pursuant to these sections;

Where the GLA is the Authority the Service Provider shall:

12.1.7.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties referred to in Clauses 12.1.4. - 12.1.6 as are relevant to the Contract and the Service Provider's activities;

1.1.36.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. - 12.1.6;

assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to

the Contract of the duties referred to in Clauses 12.1.4. - 12.1.6;

on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Condition 12.1.7 as if the sub-contractor were in the position of the Service Provider;

provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.7. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and co-operate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.7; and

inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, or the Equality Act 2010.

12.1.8 without prejudice to any other provision of this Clause 12.1 or the Schedules, shall where TfL is the Authority comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.8, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;

1.1.9 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;

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

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:

preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;

enhance the environment and have regard to the desirability of achieving sustainable development;

conserve and safeguard flora, fauna and geological or physiological features of special interest; and

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

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 Authority or where TfL is the Authority any member of the TfL Group nor favour any employee, officer or agent of the Authority or where TfL is the Authority 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 Authority or where TfL is the Authority any member of the TfL Group other than as a representative of the Authority, without the Authority's prior written approval.

Equipment

Risk in:

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

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

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

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

Quality and Best Value

The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

Records, Audit and Inspection

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

- 1.1.12 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and
- 1.1.13 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law) following termination or expiry of the Contract ("**Retention Period**").

The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 12.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

Set-Off

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

from monies due or which may become due to the Service Provider under this Contract or where TfL is the Authority under any other contract with any member of the TfL Group or the Authority may recover such amount as a debt.

Indemnity

Subject to Clause 18.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless the Authority and where TfL is the Authority 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 the 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 the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

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

Insurance

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

- 1.1.14 public liability to cover injury and loss to third parties;
- 1.1.15 insurance to cover the loss or damage to any item related to the Services;
- 1.1.16 product liability; and
- 1.1.17 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 19.1.1 or, if applicable, the product liability insurance referred to in Clause 19.1.3. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or

The insurance cover will be maintained with a reputable insurer.

The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 19.1 and payment of all premiums due on each policy.

The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 19.1 being or becoming void, voidable or unenforceable.

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.

The Authority's Data

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.

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

Intellectual Property Rights and London 2012

The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services ("**the Products**") provided that such assignment shall not include items not prepared or developed for the purposes of this Contract.

The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.

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.

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.

The Service Provider shall not (without the prior written approval of the London Organising Committee of the Olympic Games Limited (“LOCOG”) in each case) represent that any Products or Services provided under the Contract have been endorsed or approved by the Authority, the British Olympic Association, the British Paralympic Association, LOCOG or any other official Olympic or Paralympic body, or that the Service Provider (including any of its products or services) are in any way associated with those organisations, the Olympic Games and/or Paralympic Games, or London 2012, including by publishing or issuing any statement (factual or otherwise) about the Service Provider’s provision of the Products or Services to the Authority.

Protection of Personal Data

The Service Provider shall comply with all of its obligations under the Data Protection Act 1998 and, if Processing Personal Data (as such terms are defined in section 1(1) of that Act) on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with the Contract and shall act in accordance with instructions from the Authority.

Confidentiality, Announcements and Transparency

Subject to Clause 23.6 and Clause 24, the Service Provider will keep confidential:

1.1.18 the terms of this contract; and

1.1.19 any and all Confidential Information that it may acquire in relation to the Authority.

The Service Provider will not use the Authority’s Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 23.1.

The obligations on the Service Provider set out in Clause 23.1 will not apply to any Confidential Information:

1.1.20 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 23);

1.1.21 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or

1.1.22 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

The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.

The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.

The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 23.1 and Clause 24, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.

The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation (as defined in Clause 24.1 below) . The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 23.6. The Authority shall make the final decision regarding publication and/or redaction of the Contract Information.

The provisions of this Clause 23 will survive any termination of this Contract for a period of 6 years from termination.

Freedom of Information

For the purposes of this Clause 24:

1.1.23 “**FOI Legislation**” means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

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

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

The Service Provider acknowledges that the Authority:

1.1.26 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

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

Without prejudice to the generality of Clause 24.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

1.1.28 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Request relevant to the Contract, the Services or where TfL is the Authority 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 2 Business Days of receiving such Information Request; and

1.1.29 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 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.

The Authority shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Service Provider shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

Dispute Resolution

The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract (“**Dispute**”) before resorting to litigation.

If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven Business Days of the date on which the Dispute arose, the Parties may

refer the Dispute in writing to a director or chief executive (or equivalent) (“**Senior Personnel**”) of each of the Parties for resolution.

If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, either Party may propose by notice to the other Party (“**Notice**”) that a structured mediation or negotiation be entered into with the assistance of a mediator.

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.

Where a dispute is referred to mediation under Clause 25.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.

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.

If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 40.

For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 25.

Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 25 and Clause 25 shall not apply in respect of any circumstances where such remedies are sought.

Breach and Termination of Contract

Without prejudice to the Authority’s right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:

- 1.1.30 except as provided in and without prejudice to Clauses 26.1.3, the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service

- 1.1.31 the Service Provider is subject to an Insolvency Event;
- 1.1.32 in the event that there is a change of ownership referred to in clause 9.3 or the Service Provider is in breach of Clause 9.3;
- 1.1.33 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;
- 1.1.34 the Service Provider commits any of the money laundering related offences listed in the Public Contract Regulations 2006.

Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties and/or obligations under Clause 6 and/or any of its other obligations in respect of the Services under the Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and/or obligations. Nothing in this Clause 26.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.

Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 26.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.

Without prejudice to the Authority's right to terminate the Contract under Clause 26.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1,

provided that this Clause 26.4 may be disapplied by notice to that effect in Schedule 1.

Without prejudice to the Authority's right to terminate the Contract under Clauses 26.1, 26.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 28.

To the extent that the Authority has a right to terminate the Contract under this Clause 26 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

Consequences of Termination or Expiry

Notwithstanding the provisions of Clause 23, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

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

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

1.1.35.1 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

1.1.35.2 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.

- 1.1.36 the Authority shall (subject to Clauses 17, 27.1 and 27.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.

On termination of the Contract under Clause 26.1 or a cessation of any Services under Clause 26.4 (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 26.1), 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.

28. Declaration of Ineffectiveness

- 28.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 27 and this Clause 28 shall apply as from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 27 and this Clause 28 or the Cessation Plan, the provisions of this Clause 28 and the Cessation Plan shall prevail.
- 28.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness.
- 28.3 As from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 28.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and
 - 28.3.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,

in accordance with the provisions of this Clause 28 and to give effect to the terms of the Declaration of Ineffectiveness.

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

28.5 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to this Clause 28.

29. **Survival**

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 14, 16-20 (inclusive), 21.2, 22-25 (inclusive), 27, 29-31 (inclusive), 33-40 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

Rights of Third Parties

Save that any member of the TfL Group and the GLA has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

Notwithstanding Clause 30.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including the GLA or any member of the TfL Group.

Contract Variation

Save where the Authority may require an amendment to the Services, the Contract may only be varied or amended with the written agreement of both Parties. The details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

Novation

The Authority may novate or otherwise transfer the Contract (in whole or in part).

Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.

Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

Non-Waiver of Rights

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 35. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

Illegality and Severability

If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

Notices

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

if delivered by hand, at the time of delivery;

if delivered by post, 2 Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or

if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other Party within 24 hours after transmission.

Entire Agreement

Subject to Clause 36.2:

29.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

29.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

Nothing in this Clause 36 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

Counterparts

This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

Relationship of the Parties

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

Further Assurance

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

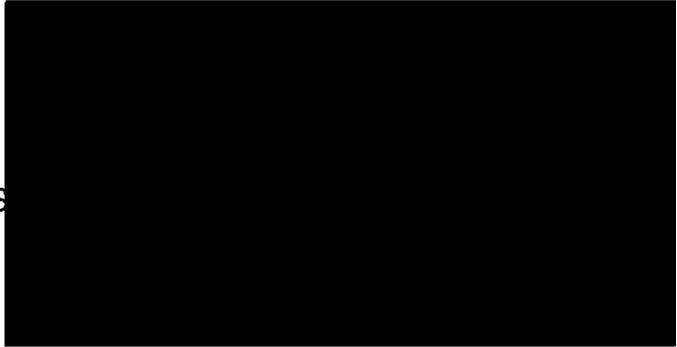
Governing Law

The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 25, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

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

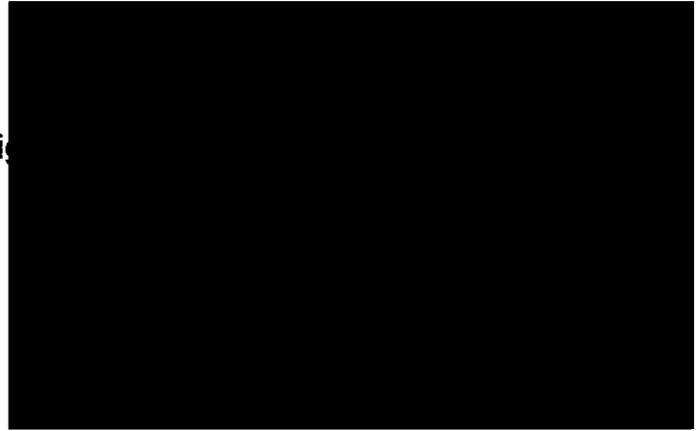
Signed by
for and on behalf of
The Authority

)
)
)
S



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

)
)
)
Si



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

Signed by
for and on behalf of
The Authority

)
)
)

Signature

Print name and position

Date:

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

)
)
)

Signature

Print name and position

Date:

SCHEDULE 1 - KEY CONTRACT INFORMATION

1. **Contract Reference Number:** GLA80113
2. **Name of Service Provider:** IDOX Information Solutions Ltd.
3. **Commencement:**
 - (a) **Contract Commencement Date:** 6th February 2012
 - (b) **Service Commencement Date:** 6th February 2012
4. **Duration/Expiry Date:** 5th February 2017 with an option to extend by a further two years.
5. **Payment Period (see Clause 5.1):** The payment period shall be 4-weekly
6. **Address where invoices shall be sent:**

The GLA
Accounts Payable
PO Box454276
14 Pier Walk
North Greenwich
London
SE1 0ES

Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider:

7. **Time for payment where not 30 days (see Clause 5.4):**
8. **Details of the Authority's Contract Manager**

Name: [REDACTED]

Address: Greater London Authority
City Hall, The Queens Walk,
More London
SE1 2AA

Tel: [REDACTED]

Email: [REDACTED]e@London.gov.uk

9. Details of the Authority's Procurement Manager

Name: [REDACTED]
Address: 16th Floor Windsor House
42-50 Victoria Street
London
SW1H 0TL
Tel: [REDACTED]
Email: [REDACTED]@tfl.gov.uk

10. Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility

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

12. Address for service of notices and other documents in accordance with Clause 35:

For the Authority: As 9 above

For the Service Provider: [REDACTED]
XXXXXXXXXXXX
XXXXXXXXXXXX

Tel: [REDACTED]

Email: [REDACTED]@idoxgroup.com

- 13. Office facilities to be provided to the Service Provider in accordance with Clause 11.3: None**
- 14. Training to be provided by the Service Provider: See Clause A3 (Special Conditions – Schedule 2), Schedule 3 Specification including Service Provider’s response.**

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

A2 IT SYSTEMS

For the purposes of this Clause A2, unless the context indicates otherwise, the following expressions shall have the following meanings:

“e-GIF”	the UK Government’s “e-government interoperability framework” standard, as may be updated from time to time, details of which are available on the Cabinet Office website, www.govtalk.gov.uk ;
“Euro Compliant”	that the software, electronic or magnetic media, hardware or computer system (whichever is applicable) is capable of, and will not require any replacement or changes in order to be capable of, supporting the introduction of, changeover to and operation of the Euro as a currency and in dual currency (Sterling and Euro) and will not manifest any material error nor suffer a diminution in performance or loss of functionality as a result of such introduction, changeover or operation and it shall (if applicable) be capable of processing transactions calculated in Euros separately from or in conjunction with other currencies and is capable of complying with any legislative changes relating to the Euro;

A2.1 The Service Provider shall ensure that:

A2.1.1 any software, electronic or magnetic media, hardware or computer system used or supplied by the Service Provider in connection with the Contract shall:

A2.1.1.1 not have its functionality or performance affected, or be made inoperable or be more difficult to use by reason of any date related input or processing in or on any part of such software, electronic or magnetic media, hardware or computer system;

A2.1.1.2 not cause any damage, loss or erosion to or interfere adversely or in any way with the compilation, content or structure of any data, database, software or other electronic or magnetic media, hardware or computer

system used by, for or on behalf of the Authority and/or where TfL is the Authority any other member of the TfL Group, on which it is used or with which it interfaces or comes into contact;

A2.1.1.3 be compliant with e-GIF;

A2.1.1.4 be Euro Compliant; and

any variations, enhancements or actions undertaken by the Service Provider in respect of such software, electronic or magnetic media, hardware or computer system shall not affect the Service Provider's compliance with this Clause A2.

A3 PERSONNEL MANAGEMENT AND TRAINING

A3.1 The Service Provider shall provide the Key Personnel and shall procure that they:

A3.1.1 diligently supervise the performance of the Services;

A3.1.2 attend all contract meetings with the Authority (the location, frequency and time of which shall be specified by the Authority from time to time); and

A3.1.3 be available to the Authority to resolve any issues arising in connection with the Contract at such time period as is specified in Schedule 1.

A3.2 The Service Provider may only make any changes to the Key Personnel (except in the event of sickness, incapacity or resignation) with the prior consent of the Procurement Manager (which shall not be unreasonably withheld).

A3.3 The Service Provider:

A3.3.1 without prejudice to Clause 8.2 undertakes that all the Service Provider's Personnel possess the appropriate skills, qualifications and experience to perform the tasks assigned to them, and that they shall be available at such times as are necessary to perform the Services in accordance with the Contract;

A3.3.2 shall ensure that all the Service Provider's Personnel are in possession of valid work permits if they are non-European Community nationals; and

A3.3.3 subject to Clause A3.5 shall (at its expense) provide or procure the provision of training for the Service Provider's Personnel in respect of all aspects of its performance of the Contract and, as the Authority may require, for any employees, agents and contractors of the Authority in relation to the operation or use of any equipment supplied under the Contract in accordance with the terms set out in Schedule 1.

A3.4 Without prejudice to the Service Provider's other obligations under the Contract, where training of any or all of the Service Provider's Personnel is required for the purposes of performance of the Contract, the Service Provider shall not assign any Service Provider's Personnel to the performance of the Contract unless and until such Service Provider's Personnel have satisfactorily completed such training.

A3.5 The Authority will arrange (at its expense) safety training (as referred to in Schedule 7) for those of the Service Provider's Personnel identified at the Service Commencement Date (if any) but, for the avoidance of doubt, such safety training in respect of any other Service Provider's Personnel will be arranged by and be at the expense of the Service Provider. For the avoidance of doubt, the Authority will not be responsible for the remuneration, travel, subsistence or other similar costs and expenses of any of the Service Provider's Personnel attending any training under this Clause A3.5.

A12 OPTION TO EXTEND DURATION

A12.1 The Authority has an option, exercisable at its sole discretion, to extend the duration of the Contract for a further period or periods up to a total of two years by notice in writing to the Service Provider provided that such notice is served at least three months prior to the expiry of the initial duration of the Contract or the expiry of any previous extension, if later.

A13 OPTION TO EXTEND SERVICES

A13.1 The Authority has an option, exercisable at its sole discretion, to extend the Services to include additional services which are substantially related to the Services ("**the Additional Services**"). Such Additional Services will be fully described in a revised Specification which shall replace the existing Schedule 3 of the Contract.

A13.2 If the Authority decides to exercise its option under this Clause, it shall give the Service Provider not less than one month's written notice of such decision and it shall inform the Service Provider of the Additional Services it requires, the date upon which it requires the Additional

Services to be provided and any additional requirements in relation to the Additional Services. The Service Provider shall provide the Additional Services from such date or from such other date as may be agreed by the Parties and at such rates as are specified in Schedule 4.

A13.3 The Service Provider acknowledges and agrees that:

A13.3.1 the Authority shall be under no obligation to exercise an option under this Clause;

A13.3.2 the Service Provider shall not be entitled to and shall have no expectation of the right to perform the Additional Services; and

A13.3.3 the Authority may appoint a person other than the Service Provider to provide the Additional Services.

A13.4 Any extension of the Services to include the Additional Services shall be on the terms of this Contract and on such other terms as are agreed in writing between the Parties and references to "Services" in this Contract shall include the Additional Services.

A16 STEP-IN

A16.1 If the Authority reasonably believes that it needs to take action in connection with the Services:

A16.1.1 because a serious risk exists to the health or safety of persons or property or to the environment; and/or

A16.1.2 to discharge a statutory duty,

then the following provisions shall apply.

A16.2 The Authority shall provide notice to the Service Provider in writing of the following:

A16.2.1 the action it wishes to take;

A16.2.2 the reason for such action;

A16.2.3 the date it wishes to commence such action;

A16.2.4 the time period which it believes will be necessary for such action; and

A16.2.5 to the extent practicable, the effect on the Service Provider and its obligations to provide the Services during the period such action is being taken.

- A16.3 Following service of the notice required in Clause 16.2, the Authority or a third party appointed by the Authority for the purpose shall take such action as is notified under these provisions and any consequential additional action as the Authority reasonably believes is necessary (the “**Required Action**”) and the Service Provider shall give all reasonable assistance to the Authority or such third party while it is taking such Required Action (such assistance to be at the expense of the Authority).
- A16.4 For so long as and to the extent that the Required Action is taken, and this prevents the Service Provider from providing any part of the Services, the Service Provider shall be relieved from its obligations to provide such part of the Services and the Authority shall not be liable to pay Charges for such part of the Services (except to the extent that the Authority shall pay the Service Provider for the assistance it provides in accordance with Clause A16.3).

A17 ADJUSTMENT TO CHARGES (INDEXATION)

- A17.1 In this Clause A17, “CPI” shall mean the Consumer Prices Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree.
- A17.2 On and with effect from each anniversary of the Service Commencement Date, the Service Provider may apply for an increase in Charges. Such increase must be applied for at least one month before each anniversary of the Service Commencement Date if it is to take effect on the anniversary of the Service Commencement Date otherwise it shall take effect one month following the date of application. All claims are subject to review and agreement by the Authority and in any event will not the amount of the increase in CPI between its rate last published (as final) immediately before such application and its rate published (as final) twelve months before that.
- A17.3 On and with effect from each anniversary of the Service Commencement Date, if the change in CPI between its rate last published (as final) immediately before such anniversary and its rate published (as final) twelve months before that shows a decrease, the Authority has the right to instruct the Service Provider to reduce its Charges in line with the decrease.

A23 TRANSFER OF EMPLOYEES TO SERVICE PROVIDER

A23.1 Clause 8.1 shall be deleted and replaced with the following.

A23.2 For the purposes of this Clause A23, unless the context indicates otherwise, the following expressions shall have the following meanings:

A23.2.1 “**Code**” means the Code of Practice on Workforce Matters in Local Authority Service Contracts, contained in Annex C of Circular 07/2003, issued by the Office of the Deputy Prime Minister on 30 September 2003 as amended from time to time;

A23.2.2 “**Current Service Provider**” means provider of services substantially similar to the Services immediately before the Service Commencement Date (which may or may not be the Authority);

A23.2.3 “**Employment Costs**” means wages, holiday pay, employment benefit, costs, redundancy costs and unfair dismissal costs and awards in respect of all Transferring Staff;

A23.2.4 “**Further Transfer Date**” means the date of the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider;

A23.2.5 “**Regulations**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended;

A23.2.6 “**Replacement Service Provider**” means any replacement supplier or provider to the Authority of the Contract (or any part of it);

A23.2.7 “**Re-Transferring Personnel**” means any Service Provider’s Personnel who:

(a) will transfer to the employment of either the Authority or the Replacement Service Provider pursuant to the Regulations; or

(b) accepts an offer of employment from the Authority or a Replacement Provider (as appropriate),

upon the expiration or termination (in whole or in part) of this Contract;

- A23.2.8 “**Statement of Practice**” means the Cabinet Office’s Statement of Practice, “Staff Transfers in the Public Sector” (January 2000) as amended from time to time;
- A23.2.9 “**Transfer of Provision**”; means the transfer of the provision of the Services from the provision by the Current Service Provider to the provision by the Service Provider; and
- A23.2.10 “**Transferring Staff**” means such employees as are named in an Appendix to this Contract.
- A23.3 It is understood and acknowledged by the Parties that the Regulations apply to the Transfer of Provision and accordingly, pursuant to the Regulations, the contracts of employment between the Current Service Provider and the Transferring Staff will have effect from the Contract Commencement Date as if originally made between the Service Provider and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of the Regulations which will be subject to the provisions of Clause A23.4).
- A23.4 The Service Provider will provide the Transferring Staff with access to a pension scheme which provides substantially the same benefits as the transferring staff’s occupational pension scheme – Schedule XXX.
- A23.4A The Service Provider will comply and will procure that its sub-contractors will comply with the Statement of Practice and the Code in relation to pensions provision.
- A23.5 All Employment Costs in respect of the period:
- A23.5.1 up to the Contract Commencement Date (whether or not due for payment at that date) will be the responsibility of the Current Service Provider; and
- A23.5.2 on and after the Contract Commencement Date will be the responsibility of the Service Provider,
- and will, if necessary, be apportioned on a time basis between the Current Service Provider and the Service Provider.
- A23.6 The Authority will indemnify, keep indemnified and hold harmless the Service Provider from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) which the Service Provider incurs or suffers arising out of or in connection with

any claim or other legal recourse brought by or on behalf of any of the Authority's employees, except in respect of the Transferring Staff in whose case this indemnity will be limited to liabilities arising from the employment or termination of employment of any such person by the Authority before the Contract Commencement Date. This indemnity will not apply where any claim arises from any action taken in respect of and/or communication made to the Authority's employees by, on behalf of and/or at the instruction of the Service Provider

A23.7 The Service Provider will indemnify, keep indemnified and hold harmless the Authority from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) which the Authority incurs or suffers arising out of or in connection with:

A23.7.1 any act or omission by or on behalf of the Service Provider in respect of any person employed or engaged by it including, on or after the Contract Commencement Date, the Transferring Staff;

A23.7.2 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission and/or, communication made to the Transferring Staff before the Contract Commencement Date by, on behalf of and/or at the instruction of the Service Provider;

A23.7.3 any failure by the Service Provider to provide sufficient information to the Current Service Provider to enable it to comply with its information and consultation obligations under the Regulations;

A23.7.4 the employment or termination of employment by the Service Provider of any Transferring Staff (whether or not terminated by notice and, if so terminated, whenever that notice expires) on or from the Contract Commencement Date; and/or

A23.7.5 any actual, proposed or anticipated changes made by the Service Provider to the terms and conditions of employment of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.

A23.8 The Service Provider will provide the Current Service Provider, as soon as practicable, but in any event in good time before the Contract

Commencement Date with all information which the Current Service Provider may reasonably require to enable it to comply with its information and consultation obligations under the Regulations.

A23.9 The Service Provider warrants and undertakes to the Authority that all information given to the Authority regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.

A23.10 The Service Provider will not more than 7 days after the date of any notice to terminate this Contract given by either Party for any reason whatsoever) provide, and use its best endeavours to procure that any relevant sub-contractor provides, the following information to the Authority:

A23.10.1 a list of current Service Provider's Personnel and sub-contractors (each identified as such in the list) (the "**Staff List**");

A23.10.2 all material terms and conditions relating to the employment or engagement of the persons listed on the Staff List;

A23.10.3 written job descriptions of the persons listed on the Staff List;

A23.10.4 all other information which the Service Provider or sub-contractors knows or ought to know about its or their rights, powers, duties and liabilities under or in connection with the contracts of employment of the persons listed on the Staff List including without limitation their job titles, grades or seniority, dates of commencement of continuous employment, remuneration (salary and benefits) and pension rights; and

A23.10.5 in the situation where notice to terminate this Contract has been given, a list of all persons who are engaged or have been engaged during the preceding six months in the provision of the Contract, whom the Service Provider considers will not transfer under the Regulations for any reason whatsoever together with details of their role and a full explanation of why the Service Provider thinks such persons will not transfer,

such information together being the "**Staffing Information**".

A23.11 The Service Provider will notify the Authority in as much detail as possible as soon as practicable and in any event within 5 days of the Service Provider becoming aware of any additional or new Staffing

Information and/or any changes to any Staffing Information already provided.

A23.12 The Service Provider warrants to the Authority that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.

A23.13 Subject to Clause A23.14, the Service Provider will provide the Authority with a final Staff List (the “**Final Staff List**”) not less than 14 days before the date of expiry or earlier termination of the Contract.

A23.14 If the Contract is terminated by either Party in accordance with **Clause 26.1** or by the Authority in accordance with **Clause 26.1, 26.2** or 26.5 then the Final Staff List will be provided by the Service Provider to the Authority within 14 days of the date of termination of the Contract.

A23.15 The Service Provider warrants that as at the date of expiry or earlier termination of the Contract:

A23.15.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;

A23.15.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and

A23.15.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority.

A23.16 From the earlier of:

A23.16.1 the date falling 3 calendar months before the date of expiry of the Contract; or

A23.16.2 if the Contract is terminated by either Party in accordance with **Clause 26.3** or by the Authority in accordance with **Clause 26.1, 26.2 or 26.5**, the date of the relevant termination notice:

the Service Provider will not and will procure that its sub-contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):

A23.16.3 terminate or give notice to terminate the employment or engagement, or replace, the persons listed on the most recent Staff List and/or any Re-Transferring Personnel;

A23.16.4 deploy or assign any other person to perform the Services who is not included on the most recent Staff List;

A23.16.5 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List and/or any Re-Transferring Personnel;

A23.16.6 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel; or

A23.16.7 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the most recent Staff List.

A23.17 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the period referred to in **Clause A23.16** regardless of when such notice takes effect.

A23.18 For the avoidance of doubt, the Service Provider confirms that the Authority will be permitted to disclose any information provided to it under this **Clause A23** in summary form to any person who has been invited to tender for the provision of the Services (or similar services) and to any Replacement Service Provider.

A24 TRANSFER OF EMPLOYEES ON EXPIRY OR TERMINATION

A24.1 If the Regulations apply on the expiration or termination of the Contract and/or the appointment of a Replacement Service Provider, the following will apply:

A24.1.1 The contracts of employment of each member of the Re-Transferring Personnel will have effect (except in relation to occupational pension scheme benefits excluded under Regulation 10 of the Regulations which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005) from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Service Provider (as appropriate).

A24.1.2 During the period commencing on the earlier of:

A24.1.2.1 the date falling 6 calendar months before the Further Transfer Date; or

A24.1.2.2 if the Contract is terminated by either Party in accordance with **Clause 26.3** or by the Authority in accordance with **Clause 26.1, 26.2, 26.4 or 26.5**, the date of the relevant termination notice,

and ending on the Further Transfer Date the Service Provider will:

- (a) provide the Authority with access to such employment records as the Authority may require to put in place the administrative arrangements for the transfer of the contracts of employment of the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);
- (b) allow the Authority to have copies of any of the documents referred to in **Clauses A23 and A24**; and
- (c) provide all original employment records relating to the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate).

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

A24.1.3 The Service Provider warrants to each of the Authority and the Replacement Service Provider (as applicable) that as at the Further Transfer Date no Re-Transferring Personnel (except where the Service Provider has notified the Authority and the Replacement Service Provider (if appointed) in writing to the contrary) to the Service Provider's knowledge:

A24.1.3.1 is under notice of termination;

A24.1.3.2 is on long-term sick leave;

A24.1.3.3 is on maternity, parental or adoption leave;

A24.1.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;

- A24.1.3.5 is entitled or subject to any additional terms and conditions of employment other than those disclosed to the Authority or Replacement Service Provider (as appropriate);
 - A24.1.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;
 - A24.1.3.7 has received a written warning (other than a warning that has lapsed);
 - A24.1.3.8 has taken or been the subject of a grievance procedure within the previous two years; or
 - A24.1.3.9 has objected, or has indicated an intention to object, in accordance with the Regulations to his or her employment transferring to the Authority or Replacement Service Provider (as appropriate) under the Regulations.
- A24.1.4 The Service Provider undertakes to each of the Authority and any Replacement Service Provider (as appropriate):
- A24.1.4.1 that it will continue to perform and observe all of its obligations and those of any of its predecessors under or in connection with the contracts of employment of the Re-Transferring Personnel up to the Further Transfer Date;
 - A24.1.4.2 to pay to the Re-Transferring Personnel all sums to which they are entitled from the Service Provider and/or any sub-contractor up to the Further Transfer Date (regardless of when such sums fall due) including, without limitation, all wages and salaries, sick pay, maternity pay, any liability to taxation, expenses, accrued bonus, commission and other sums payable in respect of any period up to the Further Transfer Date; and
 - A24.1.4.3 to comply in all respects with its information and consultation obligations under the Regulations and to provide to the Authority or Replacement Service Provider (as appropriate) such information as the Authority

or Replacement Service Provider may request in order to verify such compliance.

A24.1.5 In respect of the Re-Transferring Personnel the Parties agree that all Employment Costs will be apportioned on a time basis (regardless of when such sums fall to be paid) as follows:

A24.1.5.1 up to and including the Further Transfer Date the Service Provider will be responsible for the Employment Costs;

A24.1.5.2 after the Further Transfer Date the Authority and/or Replacement Service Provider (as appropriate) will be responsible for the Employment Costs

except that there will be no apportionment in respect of the Re-Transferring Personnel's holiday entitlements.

A24.1.6 The Service Provider will indemnify, keep indemnified and hold harmless each of the Authority and any Replacement Service Provider from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) which the Authority and/or the Replacement Service Provider (as appropriate) incurs or suffers arising directly or indirectly out of or in connection with:

A24.1.6.1 any failure by the Service Provider to comply with its obligations under **Clause A24**;

A24.1.6.2 any act or omission by or on behalf of the Service Provider in respect of any person who is or was employed or engaged by it, except in the case of the Re-Transferring Personnel where the Service Provider's indemnity will only apply in respect of such employees insofar as and to the extent that any such act or omission occurred on or before the Further Transfer Date or was undertaken by, on behalf or at the instruction of the Service Provider; and/or

A24.1.6.3 any claim or demand or other action taken against the Authority and/or Replacement

Service Provider by any person employed or engaged by the Service Provider (other than Re-Transferring Personnel) who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider in respect of them by virtue of the Regulations.

A24.2 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Contract and for 6 years following the date of expiry or earlier termination of the Contract the Authority will be given access to and be allowed to consult with any person, consultant or employee who, at that time:

A24.2.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and

A24.2.1 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Contract,

And such access and consultation will be provided free of charge and thereafter be charged at reasonable rates for the time spent by the Service Provider and/or its employees or sub-contractors on such consultation. The Service Provider will further procure that all such persons co-operate with the Authority's requests.

A34 LONDON LIVING WAGE

A34.1 For the purposes of this Clause A34, unless the context indicates otherwise, the following expressions shall have the following meanings:

“London Living Wage” the basic hourly wage of £8.30 (before tax, other deductions and any increase for overtime) as may be updated from time to time and notified to the Service Provider.

A34.2 Without prejudice to any other provision of this Contract, the Service Provider shall:

A34.2.1 ensure that none of its employees engaged in the provision of the Services is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;

- A34.2.3 ensure that none of its employees engaged in the provision of the Services is paid less than the amount to which they are entitled in their respective contracts of employment;
 - A34.2.4 provide to the Authority such information concerning the London Living Wage and as the Authority or its nominees may reasonably require from time to time;
 - A34.2.5 disseminate on behalf of the Authority to its employees 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
 - A34.2.6 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.
- A34.3 Any breach by the Service Provider of the provisions of this Clause A34 shall be treated as a material breach capable of remedy in accordance with Clause 26.1.1.

SCHEDULE 5 - PROJECT PLAN

See Service Provider's response in Schedule 3 - Specification

SCHEDULE 6 - FORM FOR VARIATION

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone *[to be inserted]*

Fax *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 31 of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.

• DETAILS OF VARIATION	• AMOUNT (£)
• •	•
• ALLOWANCE TO THE AUTHORITY	•
• EXTRA COST TO THE AUTHORITY	•
• TOTAL	•

.....
For the Authority (signed)

.....
(print name)

<ul style="list-style-type: none"> • ACCEPTANCE BY THE SERVICE PROVIDER 	<ul style="list-style-type: none"> •
<ul style="list-style-type: none"> • • • • Date 	<ul style="list-style-type: none"> • • • • Signed •

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

See Specification including Service Provider's response in Schedule 3