

Contract Reference Number: **GLA 80692-01**

Date: 1 APRIL 2016

**Contract for the Provision of Rough Sleeper
Services - Clearing House**

between

The Greater London Authority (GLA)

and

St. Mungo Community Housing Association

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THIS CONTRACT is made the 26th day of May 2016.

BETWEEN:

- (1) The Greater London Authority, the GLA (“**the Authority**”); and
- (2) St. Mungo Community Housing Association, a charity registered in England and Wales (Company Registration Number 8225808, Registered Charity Number 1149085) whose registered office is at 3 Thomas More Square, Tower Hill, London E1W 1YN (“**the Service Provider**”).

RECITALS:

- A. The Authority requires services for Clearing House Allocation of Rough Sleeper Initiative (RSI) units as part of the Rough Sleepers Services programme of work.
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

THE PARTIES AGREE THAT:

1. Definitions and Interpretation

In the Contract (including the Recitals):

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

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

“Authority Group” shall mean where the Authority is:

- (a) TfL, TfL in its own right and as holding company of all its subsidiaries (as

defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to TfL or any such subsidiary; and

- (b) the Greater London Authority (GLA), the GLA, TfL, the Mayor’s Office for Policing and Crime and the London Fire and Emergency Planning Authority London Legacy Development Corporation, and the Old Oak and Park Royal Development Corporation (**“Functional Bodies”**) each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to the GLA, any Functional Body or any such subsidiary;

“Authority Premises”	any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group;
“Business Day”	any day excluding Saturdays, Sundays or public or bank holidays in England;
“Cessation Plan”	a plan agreed between the Parties or determined by the Authority pursuant to Clauses 28.1 to 28.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 28.6 to 28.10 (inclusive) to give effect to a Public Procurement Termination Event;
“Charges”	the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 26.6 or Clause 31;
“Confidential Information”	all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether

commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);

“Contract”

this contract, including the Schedules and all other documents referred to in this contract;

“Contract Information”

(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;

“Contract Manager”

the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;

“Contract Commencement Date”

the date for commencement of the Contract specified in Schedule 1;

“Declaration of Ineffectiveness”

a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulation 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 as set out by section 1159 of the Companies Act 2006;

“Insolvency Event”

any of the following:

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

“Intellectual Property

any patent, know-how, trade mark or name,

Rights”	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 including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
“Public Procurement Termination Event”	If a court determines that one or more of the circumstances described in regulation 73(1) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive

	2014/25 has occurred;
“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;
“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
“Service Provider’s Personnel”	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”	<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 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;
“Transparency Commitment”	means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published

transparency commitments;

“VAT”

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

- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
 - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
 - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;
- 1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.10 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. **Commencement and Duration**

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

3. **The Services**

3.1 The Service Provider:

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

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

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

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

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

3.3 The Service Provider shall provide the Services:

3.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;

3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;

3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and

3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.

- 3.4 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.
- 3.5 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.
- 3.6 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.

4. Charges

- 4.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.
- 4.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.
- 4.3 All Charges exclude any VAT which may be chargeable, 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.

5. Payment Procedures and Approvals

- 5.1 The Service Provider shall invoice the Authority in respect of the Charges:
- 5.1.1 where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 1; or
- 5.1.2 if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

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

- 5.2 The Service Provider shall submit 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, address and bank account details to which payment should be made, a separate calculation of VAT and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.
- 5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.
- 5.4 The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 5, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:
- 5.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;
 - 5.4.2 not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.

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

- 5.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:
- 5.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or

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

6. Warranties and Obligations

- 6.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:
 - 6.1.1 the Service Provider:
 - 6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract; and
 - 6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and
 - 6.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;
 - 6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;

- 6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and
 - 6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.
- 7. Operational Management**
- 7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract.
- 7.2 The Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:
- 7.2.1 variations to the Contract;
 - 7.2.2 any matter concerning the terms of the Contract; and
 - 7.2.3 any financial matter (including any issues in Schedule 4);
- which shall be referred to the Procurement Manager.
- 7.3 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.
- 8. Service Provider's Personnel**
- 8.1 Not used.
- 8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.
- 8.3 The Service Provider shall be entirely responsible for the employment and conditions of service of its own staff and all obligations relating

thereto, including any redundancy or other compensation payments resulting from a Variation, termination, operation of the break clause or at the end of the Term.

- 8.4 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. Accordingly it shall be the duty of the Service Provider to ensure that a sufficient reserve of staff is available to provide the Service during holidays or absence through sickness or otherwise.
- 8.5 The Service Provider shall ensure that all personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.
- 8.6 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).
- 8.7 The Contract Manager shall be entitled at his absolute discretion to require the Service Provider to remove forthwith from the provision of the Services any member of staff or other person directly or indirectly under the control of the Service Provider specified in such notice, including Key Personnel. In the case of Key Personnel the notice shall be not less than 14 days.
- 8.8 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.
- 8.9 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer, in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.

- 8.10 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.
- 8.11 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.
- 8.12 The Service Provider shall be liable for any acts, omissions or defaults of its staff howsoever arising whilst employed in or about the performance of the Contract.
- 8.13 When required to do so any staff of the Service Provider shall disclose his or her identity and status as staff of the Service Provider. The Service Provider shall ensure that all staff employed in the provision of the Services wears a photographic identity card approved by the Authority.
- 8.14 The Service Provider shall ensure that its staff are made aware of and at all times comply with the Service Provider's duty of confidentiality.
- 8.15 The Service Provider shall not, and shall ensure that its staff shall not, solicit or accept any gratuity or tip or other form of money-taking or reward, collection or charge for any part of the Services, from Service Users or any other third party.
- 8.16 The Service Provider shall ensure that its staff shall comply with all relevant rules, codes, policies, procedures and standards of the Authority as well as those notified to the Service Provider by the Contract manager from time to time and with all relevant statutes, statutory orders and regulations.

9. **Sub-Contracting and Change of Ownership**

- 9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority which may refuse or grant consent subject to such conditions as the Authority sees fit.
- 9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
- 9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;
- 9.2.2 be responsible for payments to that person;

- 9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;
 - 9.2.4 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify the Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;
 - 9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);
 - 9.2.6 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;
 - 9.2.7 include a term in each sub-contract (of any tier):
 - 9.2.7.1 requiring payment to be made by the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements; and
 - 9.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements.
- 9.3 The Service Provider shall give notice to the Authority within 10 Business Days where :

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

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

10. **Conflict of Interest**

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

11. **Access to Premises and Assets**

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

- 11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;
 - 11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;
 - 11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;
 - 11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;
 - 11.1.5 not damage the Authority Premises or any assets on Authority Premises; and
 - 11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider Personnel in the performance of the Services.
- 11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.
- 11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

12. **Compliance with Policies and Law**

- 12.1 The Service Provider, at no additional cost to the Authority:
- 12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) including the provisions set out in Schedule 7 and those relating to safety, security, business

ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;

- 12.1.2 shall provide the Services in compliance and ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either of both of the Service Provider's or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;
- 12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 12.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "**Relevant Protected Characteristic**") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;
- 12.1.5 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:
 - 12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - 12.1.5.2 eliminate unlawful discrimination; and

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

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

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

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

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

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

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

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

12.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.

12.1.7 without prejudice to any other provision of this Clause 12.1 or the Schedules, 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 12.1.7, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;

12.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;

12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it.

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

12.2 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

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

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

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

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

Work Related Road Risk

12.3 For the purposes of Clauses 12.3 to 12.11 (inclusive) of this Contract, the following expressions shall have the following meanings:

"Bronze Accreditation" the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at:

www.fors-online.org.uk

"Car-derived Vans" a vehicle based on a car, but with an interior

“Collision Report”	that has been altered for the purpose of carrying larger amounts of goods and/or equipment; a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
“Delivery and Servicing Vehicle”	a Lorry, a Van or a Car-derived Van;
“Driver”	any employee of the Service Provider (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;
“DVLA”	Driver and Vehicle Licensing Agency;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Lorry”	a vehicle with an MAM exceeding 3,500 kilograms;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;

“Side Guards”	guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
“Silver Accreditation”	the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms.

Fleet Operator Recognition Scheme Accreditation

12.4 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, it shall within 90 days of the Contract Commencement Date:

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

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

Safety Equipment on Vehicles

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

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

12.5.2 have front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of

fully operational direct and indirect vision aids and driver audible alerts;

12.5.3 have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and

12.5.4 have prominent signage on the Lorry to warn cyclists and other road users of the dangers of passing the Lorry on the inside and of getting too close to the Lorry.

Driver Licence Checks

12.6 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that:

12.6.1 it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Drivers licence; and

12.6.2 each of its Drivers engaged in the provision of the Services has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Services and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Service Provider's risk scale, provided that the Service Provider's risk scale has been approved in writing by TfL within the last 12 months:

12.6.2.1 0 – 3 points on the driving licence – annual checks;

12.6.2.2 4 – 8 points on the driving licence – six monthly checks;

12.6.2.3 9 – 11 points on the driving licence – quarterly checks; or

12.6.2.4 12 or more points on the driving licence – monthly checks.

Driver Training

12.7 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that each of its Drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and on-cycle hazard awareness, throughout the Term of the Contract.

Collision Reporting

12.8 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, the Service Provider shall:

12.8.1 ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and

12.8.2 within 15 days of the Commencement Date, provide to TfL a Collision Report. The Service Provider shall provide to TfL an updated Collision Report within five (5) working days of a written request from TfL.

Self Certification of Compliance

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

Obligations of the Service Provider Regarding Subcontractors

12.10 The Service Provider shall ensure that those of its sub-contractors who operate Delivery and Servicing Vehicles to provide the Services shall:

12.10.1 comply with Clause 12.4; and

12.10.2 where its subcontractors operates the following vehicles to provide the Services shall comply with the corresponding provisions of this Contract:

12.10.2.1 For Lorries – Clauses 12.5, 12.6, 12.7 and 12.8; and

12.10.2.2 For Vans – Clauses 12.6, 12.7 and 12.8,

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

Failure to Comply with Work Related Road Risk Obligations

12.11 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with Clauses 12.4, 12.5, 12.6, 12.7, 12.8, 12.9 and 12.10:

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

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

13. Corrupt Gifts and Payment of Commission

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

14. Equipment

14.1 Risk in:

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

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

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

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

15. Quality and Best Value

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

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

may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

16. **Records, Audit and Inspection**

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

16.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

16.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law) except Records containing Personal Data (as defined in section 1(1) of the Data Protection Act 1998) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").

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

17. **Set-Off**

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract or under any other contract with any member of the Authority Group may recover such amount as a debt.

18. **Indemnity**

18.1 Subject to Clause 18.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the

Contract by the Service Provider (or any of the Service Provider's Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

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

19. Insurance

19.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of not less than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services ("**the Insurances**") and 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:

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

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

19.1.3 product liability; and

19.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 19.1.1 or, if applicable, the product liability insurance referred to in Clause 19.1.3. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.

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

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

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

19.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at

its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

20. **The Authority's Data**

20.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.

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

21. **Intellectual Property Rights**

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

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

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

21.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

22. **Privacy and Data Protection**

22.1 The Service Provider shall comply with all of its obligations under the Data Protection Act 1998 and, if Processing Personal Data (as such terms are defined in section 1(1) of that Act) on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with Schedule 2 of this Contract.

23. **Confidentiality and Announcements**

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

- 23.1.1 the terms of this contract; and
- 23.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 23.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 23.1.
- 23.3 The obligations on the Service Provider set out in Clause 23.1 will not apply to any Confidential Information:
 - 23.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 23);
 - 23.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
 - 23.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 23.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 23.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 23.6 The provisions of this Clause 23 will survive any termination of this Contract for a period of 6 years from termination.

24. **Freedom of Information and Transparency**

- 24.1 For the purposes of this Clause 24:
 - 24.1.1 "**FOI Legislation**" means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food

and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

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

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

24.2 The Service Provider acknowledges that the Authority:

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

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

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

24.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and

24.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.

24.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.

24.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

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

24.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.

24.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 24.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

25. **Dispute Resolution**

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

25.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.

25.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.

25.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.

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

25.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.

25.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on

the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 40.

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

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

25.10 **25A Default Management Protocol**

25A.1 If at any time:

25A.1.1 the Services or any part thereof have not been carried out in accordance with the Contract (including a failure to meet required outcomes as set out in the Specification); or

25A.1.2 the Service Provider has failed to comply with any requirement of the Authority or instruction of the Contract Manager made in accordance with the Contract; or

25A.1.3 the method by which the Service has been provided or work has been performed is not in accordance with the Contract;

or any combination of the above, Clause 25A.2 shall apply.

25A.2 The Contract Manager may (without prejudice to any other right or remedy available to the Authority) instruct any one or combination of the following:

25A.2.1 instruct the Service Provider to attend a meeting to address any problems experienced by the Service provider as to the performance of the Service;

25A.2.2 instruct the Service provider to perform the Services; or

25A.2.3 instruct the Service provider to rectify the Services that are not in accordance with the Contract.

25A.3 Where the Service Provider continues to be in breach of the Contract the Authority may serve a notice specifying the breach (a “**Default Notice**”).

25A.4 On receipt of a Default Notice the Service Provider shall remedy such default within such time as may be specified in the notice (or where no time is specified, within a reasonable time).

25A.5 Where the Service Provider receives two or more Default Notices in any continuous twelve month period then the Authority may (without prejudice to any other right or remedy available to it) elect to do any one or combination of the following:

25A.5.1 provide or procure that a third party provides the Services (or any part thereof) to which Clause 25A.1 applies, and the Charges due to the Service Provider shall be reduced proportionately until such time as the Service Provider shall have demonstrated to the reasonable satisfaction of the Contract Manager that the Service Provider has rectified the breach of Contract; or

25A.5.2 in circumstances of a part breach only, determine the part of the Contract to which Clause 25A.1 applies, and the Charges due to the Service Provider shall be reduced proportionately and provide or procure that a third party provides such part of the Services, and such determination shall constitute a Variation.

25A.6 For the purposes of Clause 25A.5 a “twelve month period” shall mean in respect of any date, the immediately preceding period of twelve months.

25A.7 The Authority may charge the cost of any part of the Services provided by it or by a third party under this Clause 25A together with an administration charge equal to ten percent (10%) of such cost to the Service Provider by way of agreed liquidated damages.

26. **Breach and Termination of Contract**

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

26.1.1 In addition and without prejudice to Clauses 26.1.2 to 26.1.6 (inclusive), the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;

26.1.2 the Service Provider is subject to an Insolvency Event;

26.1.3 in the event that there is a change of ownership referred to in Clause 9.3 or the Service Provider is in breach of Clause 9.3;

26.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;

26.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or

26.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015.

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

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

- 26.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 26.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 26.4 Without prejudice to the Authority's right to terminate the Contract under Clause 26.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 26.4 may be disapplied by notice to that effect in Schedule 1.
- 26.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 26.1, 26.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 28.
- 26.6 To the extent that the Authority has a right to terminate the Contract under this Clause 26 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

27. **Consequences of Termination or Expiry**

- 27.1 Notwithstanding the provisions of Clause 23, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require

for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

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

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

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

27.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and

27.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

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

27.4 On termination of all or any part of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and (save where terminated under Clause 26.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. 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 and Public Procurement Termination Event

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 Clauses 28.1 to 28.5 (inclusive)

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 Clauses 28.1 to 28.5 (inclusive) or the Cessation Plan, the provisions of this Clause 28.1 to 28.5 (inclusive) 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 Clauses 28.1 to 28.5 (inclusive) 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 Clauses 28.1 to 28.5 (inclusive).

28.6 Without prejudice to the Authority's rights of termination implied into the Contract by regulation 73(3) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25, in the event of a Public Procurement Termination Event, TfL shall promptly notify the Service Provider and the Parties agree that the provisions of Clause 27 and these Clauses 28.6 to 28.10 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between the provisions of Clause 27 and these Clauses 28.6 to 28.10 or the

Cessation Plan, the provisions of these Clauses 28.6 to 28.10 and the Cessation Plan shall prevail.

28.7 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event.

28.8 As from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, TfL shall reasonably determine an appropriate Cessation Plan with the object of achieving:

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

28.8.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,

in accordance with the provisions of these Clauses 28.6 to 28.10 (inclusive) and to give effect to the terms of the Public Procurement Termination Event.

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

28.10 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Agreement or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to these Clauses 28.6 to 28.10 (inclusive)

29. **Survival**

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

30. **Rights of Third Parties**

30.1 Subject to clauses A20.10 and A21.13, save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 (“Third Party Act”), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

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

31. **Contract Variation**

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.

32. **Novation**

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

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

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

33. **Non-Waiver of Rights**

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

34. **Illegality and Severability**

If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent

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

35. Notices

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

if delivered by hand, at the time of delivery;

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

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

36. Entire Agreement

36.1 Subject to Clause 36.2:

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

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

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

37. **Counterparts**

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

38. **Relationship of the Parties**

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

39. **Further Assurance**


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

40. **Governing Law**

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

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

Signed by
for and on behalf of
The Authority

} 
Signature

Print name and position

Date: FRANCIS RASTCLIFF
Non-Executive Director
1/6/16

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

[Handwritten Signature]

JANE A. O'CALL COMPANY SECRETARY

Signature Print name and position

Date: *26/5/16*

SCHEDULE 1 - KEY CONTRACT INFORMATION

1. **Contract Reference Number: GLA 80692-01**
2. **Name of Service Provider: St. Mungo Community Housing Association**
3. **Commencement: 1st April 2016**
4. **Duration/Expiry Date: 31st March 2019**
5. **Payment (see Clauses 5.1, 5.2 and 5.4):**

Clause 5.1

For Clearing House the Service Provider shall invoice the Authority in respect of all categories of Charges quarterly in arrears from the Service Commencement Date.

Clause 5.2

Electronic invoices will not apply

Clause 5.4

Payment must be made within 30 days of receipt of invoices.

6. **Address where invoices shall be sent:**

GLA Accounts Payable
PO Box 45276
14 Pier Walk
Greenwich
London

7. Details of the Authority's Contract Manager

Name: David Eastwood
Address: City Hall, The Queen's Walk, London, SE1 2AA
Tel: 020 7983 4919
Email: David.Eastwood@london.gov.uk

8. Details of the Authority's Commercial Manager

Name: Penny Brayshaw
Address: 42-50 Windsor House, Victoria Street, London, SW1H 0TL
Tel: 020 3054 7383
Email: Pennybrayshaw@tfl.gov.uk

9. Service Provider's Key Personnel:

Name	Area of Responsibility:	Address:
Rebecca North	Contracts and Implementation Manager	5th Floor 3 Thomas More Square London E1W 1YN Tel 020 3856 6322 Rebecca.North@mungos.org
Mike McCall	Executive Director of Housing	5th Floor 3 Thomas More Square London E1W 1YN

10. Notice period in accordance with Clause 26.4 (termination without cause):

90 days

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

For the Authority: City Hall, The Queen's Walk, London, SE1 2A
For the attention of: David Eastwood

For the Service Provider: 5th Floor, 3 Thomas More Square,
London E1W 1YN
For the attention of: Rebecca North

12. Office facilities to be provided to the Service Provider in accordance with Clause 11.3:

NOT APPLICABLE

13. Training to be provided by the Service Provider in accordance with Clause 8.11:

NOT APPLICABLE

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

A1

Privacy and Data Protection

For the purposes of this Clause A1, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Authority Personal Data”	Personal Data and/or Sensitive Personal Data Processed by the Service Provider on behalf of the Authority;
“Data Controller”	has the meaning given to it by section 1(1) of the Data Protection Act 1998;
“Data Processor”	has the meaning given to it by section 1(1) of the Data Protection Act 1998;
“Data Subject”	has the meaning given to it by section 1(1) of the Data Protection Act 1998;
“Data Protection Legislation”	the Data Protection Act 1998 (as interpreted in accordance with Directive 95/46/EC) including all regulations made under it and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any amendment or re-enactment of any of them; any other legislation relating to privacy and/or the processing of Personal Data (as amended from time to time); and any guidance or statutory codes of practice issued by the Information Commissioner in relation to such legislation;
“Personal Data”	has the meaning given to it by section 1(1) of the Data Protection Act 1998;
“Privacy Impact Assessment”	a process used to identify and mitigate the privacy and data protection risks associated with an activity involving the Processing of Authority Personal Data.
“Processing”	has the meaning given to it by section 1(1) of the Data Protection Act 1998 and “Process” and “Processed” will be construed accordingly;
“Restricted Countries”	any country outside the European Economic Area; and

“Sensitive Personal Data” has the meaning given to it by section 2 of the Data Protection Act 1998; and

“Subject Access Request” a request made by a Data Subject to access his or her own Personal Data in accordance with rights granted pursuant to Data Protection Legislation.

A1.1 With respect to the Parties' rights and obligations under the Contract, the Parties acknowledge that the Authority is a Data Controller and that the Service Provider is a Data Processor.

A1.2 Details of the Authority Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:

A1.2.1 Categories of Data Subject

The Authority Personal Data to be processed by the Service Provider (if any) concerns the following categories of Data Subjects:

- *staff;*
- *service users;*
- *volunteers; and*
- *other rough sleepers.*

A1.2.2 Categories of Authority Personal Data

The Authority Personal Data to be processed concerns the following categories of Personal Data and/or Sensitive Personal Data:

- *name;*
- *address;*
- *telephone number;*
- *photograph;*
- *age;*
- *gender;*
- *physical description;*
- *national insurance number;*
- *identity card number; and*

- *passport number.*

A1.2.3 Purpose(s) of the Processing

The Authority Personal Data is to be processed for the following purpose(s):

The delivery of the Services; research, service development and planning.

A1.2.4 Permitted offshore Processing

no request was made by the Service Provider to process Authority Personal Data in any non-EEA Countries.

A1.3 Without prejudice to the generality of Clause 22, the Service Provider shall:

A1.3.1 process the Authority Personal Data only in accordance with instructions from the Authority to perform its obligations under the Contract;

A1.3.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

A1.3.3 maintain, and make available to the Authority on its request, documentation, a central register or an inventory which describes the Processing operations for which it is responsible and specifies: the purposes for which Authority Personal Data are processed including the legitimate interests pursued by TfL where processing is based on this lawful basis; the categories of Personal Data and Data Subjects involved; the source of the Personal Data; the recipients of the Personal Data; and the location(s) of any overseas processing of those Personal Data;

A1.3.4 take appropriate technical and organisational security measures, that are satisfactory to the Authority from time to time, against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Authority Personal Data;

A1.3.5 without prejudice to Clause A1.3.4, wherever the Service Provider uses any mobile or portable device for the

transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data;

- A1.3.6 provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clauses A1.3.4 and A1.3.5, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Service Provider itself or the Authority;
- A1.3.7 where requested to do so by the Authority, or where Processing Authority Personal Data presents a specific risk to privacy, carry out a Privacy Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant statutory requirements) and make the results of such an assessment available to the Authority;
- A1.3.8 notify the Authority within two (2) Business Days if it, or any Sub-contractor, receives:
 - A1.3.8.1 from a Data Subject (or third party on their behalf):
 - A1.3.8.1.1 a Subject Access Request (or purported Subject Access Request);
 - A1.3.8.1.2 a request to rectify, block or erase any Authority Personal Data; or
 - A1.3.8.1.3 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation;
 - A1.3.8.2 any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data; or
 - A1.3.8.3 a request from any third party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by law;

- A1.3.9 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause A1.3.8, including by promptly providing:
 - A1.3.9.1 the Authority with full details and copies of the complaint, communication or request; and
 - A1.3.9.2 where applicable, such assistance as is reasonably requested by the Authority to enable it to comply with the Subject Access Request within the relevant timescales set out in Data Protection Legislation.
- A1.3.10 when notified in writing by the Service Provider, supply a copy of, or information about, any Authority Personal Data. The Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within five (5) Business Days from the date of the request.
- A1.3.11 when notified in writing by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data;
- A1.4 The Authority remains solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed. The Service Provider shall not share any Authority Personal Data with any sub-contractor or third party without prior written consent from the Authority (in the Contract or otherwise) and unless there is a written contract in place with the sub-contractor which requires the sub-contractor or third party to:
 - A1.4.1 only Process Authority Personal Data in accordance with the Authority's instructions to the Service Provider; and
 - A1.4.2 comply with the same obligations with which the Service Provider is required to comply with under this Clause A1 (and in particular Clauses 12.1, 16.1, 16.2, 18.1, 20.2, 22 and 23).
- A1.5 The Service Provider agrees that, and shall procure that any sub-contractor shall agree that, Authority Personal Data:

- A1.5.1 must only be Processed in accordance with the Authority's obligations to comply with Data Protection Legislation and by such their personnel as need to view or otherwise access Authority Personal Data;
 - A1.5.2 must only be used as instructed by the Authority and as reasonably necessary to perform the Contract in accordance with its terms;
 - A1.5.3 must not be used for any other purposes (in whole or part) by any of them (and specifically but without limitation must not be copied or referred to in whole or part through training materials, training courses, discussions or negotiations or contractual arrangements with third parties or in relation to proposals or tenders with the Authority (or otherwise), whether on renewal of this Contract or otherwise, without the prior written consent of the Authority); and
 - A1.5.4 must not be used so as to place the Authority in breach of Data Protection Legislation and/or to expose it to risk of actual or potential liability to the Information Commissioner, Data Subjects and/or reputational damage and/or to any order being made against the Authority preventing, suspending or limiting the Processing of Authority Personal Data.
- A1.6 The Service Provider shall, and shall procure that any sub-contractor shall:
- A1.6.1 not disclose or transfer Authority Personal Data to any third party or their own personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Authority Personal Data to any third party, obtain the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Contract);
 - A1.6.2 notify the Authority within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of security and/or of the Contract and/or Clause A1 in relation to Authority Personal Data including unauthorised or unlawful access or Processing of, or accidental loss, destruction or damage of any Authority Personal Data;
 - A1.6.3 keep the Authority properly and regularly informed consequently;
 - A1.6.4 fully cooperate with the reasonable instructions of the Authority in relation to the Processing and security of

Authority Personal Data in accordance with the Contract and in compliance with Data Protection Legislation (including procuring access to sub-contractor premises);

- A1.6.5 cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Contract, in relation to Data Protection Legislation or in relation to any actual or suspected breach), whether by the Authority (or on its behalf) any relevant regulatory body, including the Information Commissioner, the police, any other statutory law enforcement agency or otherwise and shall do so both during the Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);
- A1.6.6 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can/or do access Authority Personal Data;
- A1.6.7 ensure all Service Provider's Personnel who can/or do access Authority Personal Data are informed of its confidential nature and do not publish, disclose or divulge any of the Personal Data to any third party without the prior written consent of the Authority;
- A1.6.8 ensure all Service Provider's Personnel who can and/or do access Authority Personal Data have undergone adequate training in relation to the use, care, protection and handling of Personal Data in accordance with Data Protection Legislation and this Contract, understand such obligations and comply with them and ensure that such training is updated at reasonable intervals; and
- A1.6.9 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided to it by the Authority from time to time.
- A1.7 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Authority Personal Data in or to any Restricted Countries without prior written consent from the Authority (which consent may be subject to additional conditions imposed by the Authority).
- A1.8 If, after the Service Commencement Date, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:

- A1.8.1 the Service Provider shall submit a written request to the Authority setting out details of the following:
 - A1.8.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;
 - A1.8.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in;
 - A1.8.1.3 any sub-contractors or other third parties who will be Processing and/or receiving Authority Personal Data in Restricted Countries;
 - A1.8.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;
- A1.8.2 in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner, in connection with, the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;
- A1.8.3 the Service Provider shall comply with any instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:
 - A1.8.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Contract or a separate data processing agreement between the Parties; and
 - A1.8.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into

a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Authority and the Service Provider in connection with, the Processing of Authority Personal Data in (and/or transfer of Authority Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in A1.8.3.1.

- A1.9 The Service Provider and any sub-contractor (if any), acknowledge:
- A1.9.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Contract;
 - A1.9.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Contract or negligence in relation to Authority Personal Data;
 - A1.9.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Contract;
 - A1.9.4 notwithstanding Clause 26.1.1, if the Service Provider has committed a material breach under Clause A1.9.3 on two or more separate occasions, the Authority may at its option:
 - A1.9.4.1 exercise its step in rights pursuant to Clause A16;
 - A1.9.4.2 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
 - A1.9.4.3 terminate the Contract in whole or part with immediate written notice to the Service Provider.
- A1.10 If the Service Provider Processes payment card data under the Contract, it shall ensure that it is and that its internal processes and procedures, information technology systems and any equipment that it provides or is provided on its behalf pursuant to this Contract are compliant with the Payment Card Industry Data Security Standard as updated from time to time ("PCI DSS"). In addition the Service Provider shall:

- A1.10.1 at least once every 12 months appoint a PCI DSS Qualified Security Assessor (“QSA”) to validate that the Service Provider is compliant with (including as set out above) PCI DSS when providing the Services;
 - A1.10.2 without prejudice to any other audit and inspection rights that the Authority has under this Contract, provide the Authority with copies of any reports and other documents provided by or to the QSA in respect of each such validation; and
 - A1.10.3 where the QSA recommends that certain steps should be taken by the Service Provider, promptly take those steps and demonstrate to the Authority that those steps have been taken without charge to the Authority.
- A1.11 Compliance by the Service Provider with this Clause A1 shall be without additional charge to the Authority.
- A1.12 Following termination or expiry of this Contract, howsoever arising, the Service Provider:
- A1.12.1 may Process the Personal Data only for so long and to the extent as is necessary to properly comply with its non contractual obligations arising under law (and will then comply with Clause A1.12.2);
 - A1.12.2 subject to Clause A1.12.1, shall;
 - (a) on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data and relevant records and documentation accordingly; or
 - (b) in the absence of instructions from the Authority after 12 months from the expiry or termination of the Contract securely destroy the Authority Personal Data and relevant records and documentation accordingly.
- Authority Personal Data may not be Processed following termination or expiry of the Contract save as permitted by this Clause A1.12.
- A1.13 For the avoidance of doubt, and without prejudice to Clause A1.12, the obligations in this Clause A1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.

A1.14 The indemnity in Clause 18 shall apply to any breach of Clause A1 and shall survive termination or expiry of the Contract.

A2 **IT SYSTEMS**

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

“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;
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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 either or both of the Authority or any other member of the Authority Group, on which it is used or with which it interfaces or comes into contact;

A2.1.1.3 comply with the Government's open standards principles as documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles#open-standards-principles>;

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.

A.3A CRIMINAL RECORD DECLARATIONS

A.3A.1 In this Clause A.3A:

A.3A.1.1 **"Relevant Individual"** means any member of the Service Provider's Personnel engaged in any aspect of the provision of the Services and requiring potentially the access to Authority Premises or Authority Assets; and

A.3A.1.2 **"Relevant Conviction"** means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security.

A.3A.2 The Service Provider shall procure from Relevant Individual a declaration that he has no Relevant Convictions (**"Declaration"**) or disclosure of any Relevant Convictions he has committed. A Declaration shall be procured prior to any Relevant Individual being engaged in aspect of the provision of the Services. The Service Provider shall confirm to the Authority in writing on request and in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Service Provider shall procure that a Relevant Individual notifies the Service Provider immediately if he commits a Relevant Conviction throughout the duration of this contract and the Service Provider shall notify the Authority in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.

- A.3A.3 The Service Provider is not permitted to engage or allow the engagement of any Relevant Individual any person in any aspect of the provision of the Services any Relevant Individual who has disclosed a Relevant Conviction.
- A.3A.4 The Authority may in accordance with the audit rights set out in Clause 16 audit and check any and all such records as are necessary in order to monitor compliance with this Clause A.3A at any time during performance of this Contract.
- A.3A.5 If the Service Provider fails to comply with the requirements under Clauses A.3A.2 and/or A.3A.3, the Authority may, without prejudice to its rights under Clause 26.1.1, serve notice on the Service Provider requiring the Service Provider to immediately remove, procure the removal of any Relevant Individual who has not provided a Declaration from the Authority Premises and cease their access to any Authority Assets (as the case may be) with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Services unless (in the case of non-compliance with Clause A.3A.2) within 7 days of receipt of the notice the Service Provider confirms to the Authority he has procured all of the Declarations required under Clause A.3A.2.
- A.3A.6 A persistent breach of either or both of Clause A.3A.2 or A.3A.3 by the Service Provider shall constitute a material breach of this Contract which is not capable of remedy and entitles the Authority to terminate the Contract in whole or in part with immediate effect in accordance with Clause 26.1.1.
- A.3A.7 If either Party becomes aware that a Relevant Individual has committed a Relevant Conviction, the Service Provider shall remove, procure the removal of any Relevant Individual who has not provided a Declaration from the Authority Premises and cease their access to any Authority Assets (as the case may be) with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Services.
- A.3A.8 Nothing in this Clause A.3A in any way waives, limits or amends any obligation of the Service Provider to the Authority arising under this Contract and the Service Provider's obligation to provide the Services remains in full force and effect and the Service Provider cannot claim any extra costs or time as a result of any actions under this Clause A.3A.

A4 **NOT USED**

A5 **NOT USED**

A6 **NOT USED**

A7 **FURTHER INSURANCE REQUIREMENTS**

A7.1 Without prejudice to Clauses 18 and 19 or any other provision of the Contract, the Service Provider shall comply with the provisions of this Clause A7.

A7.2 Where the Insurances contain a care, custody or control exclusion, the relevant policy shall be endorsed so as to delete the exclusion in respect of any Authority Premises (including contents) that are occupied by the Service Provider for the purpose of performing the Services.

A7.3 The Service Provider shall:

A7.3.1 if required by the Authority, use all reasonable endeavours to procure that its public liability insurance extends to indemnify the Authority as principal;

A7.3.2 where any Insurance is due for renewal during the Term, the Service Provider shall within 5 Business Days of the date of renewal also provide the Authority with satisfactory evidence that such Insurance has been renewed;

A7.3.3 if required by the Authority, procure that prior to cancelling or changing any term of any Insurances, the insurer or insurers under such Insurances give the Authority not less than 30 days' notice of intention to cancel or make such change;

A7.3.4 bear the cost of all or any excesses under the Insurances;

A7.3.5 not take or shall not fail to take any action or (insofar as it is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances;

A7.3.6 notify the Authority as soon as reasonably practicable in writing of any anticipated or actual event or circumstance which may lead or has led to any Insurance lapsing or being terminated or the cover under it being reduced or modified;

- A7.3.7 notify the Authority as soon as reasonably practicable in writing upon becoming aware of any claim, event or circumstance which is likely to give rise to any claim or claims in aggregate in respect of the Services in excess of £20,000 on any Insurance and, if requested by the Authority and where not otherwise subject to an obligation of confidentiality, provide full details of such claim, event or circumstance (and such other relevant information as the Authority may reasonably require) within 3 Business Days of the Authority's request;
 - A7.3.8 subject to Clause A7.4.1, promptly and diligently deal with all claims under the Insurances (or any of them) relating to the Services and in accordance with all insurer requirements and recommendations; and
 - A7.3.9 in relation to any claim settled under the Insurances in respect of the Services, and to the extent that the proceeds of such claim are payable to the Service Provider, pay the proceeds to the person who suffered the loss or damage that gave rise to the claim (whether the Authority, or any member of the Authority Group or any third party).
- A7.4 In relation to all the Insurances except employer's liability insurance, but subject to the requirements of any insurer under the Insurances, the Service Provider agrees:
- A7.4.1 to use all reasonable endeavours to procure the endorsement in respect of the Insurances set out in Schedule 1 (if any); and
 - A7.4.2 that the Authority has the right to control and to supervise all dealings with the press and any other media in relation to any incident, event, claim or action arising in connection with the Contract.
- A7.5 If the Service Provider is in breach of Clause 19 or this Clause A7, then without prejudice to any of its other rights, powers or remedies, the Authority may pay any premiums required to keep any of the Insurances in force or itself procure such Insurances. In either case, the Authority may recover such premiums from the Service Provider, together with all expenses incurred in procuring such Insurances as a debt.

A8 **NOT USED**

A9 **NOT USED**

A10 **FURTHER CONFIDENTIALITY REQUIREMENTS**

A10.1 The Service Provider shall:

A10.1.1 at the Authority's request and in any event upon the termination or expiry of the Contract, promptly deliver to the Authority or destroy as the Authority may direct all documents and other materials in the possession, custody or control of the Service Provider (or the relevant parts of such materials) that bear or incorporate the whole or any part of the Confidential Information and if instructed by the Authority in writing, remove all electronically held Confidential Information, including the purging of all disk-based Confidential Information and the reformatting of all disks; and

A10.1.2 not, except where provided in Clause 23 or with the prior written consent of the Authority, disclose to any person the nature or content of any discussions or negotiations between the Parties relating to the Confidential Information.

A10.2 The Service Provider acknowledges that damages would not be an adequate remedy for any breach of Clauses 23 or A10 and that (without prejudice to all other rights, powers and remedies which the Authority may be entitled to as a matter of law) the Authority shall be entitled to the remedies of injunction, specific performance and other equitable relief to enforce the provisions of Clauses 23 and A10 and no proof of special damages shall be necessary for the enforcement of the provisions of Clauses 23 and A10.

A11 **NOT USED**

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 one month 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 some or all of the services set out below, as further detailed in the Specification:

Such additional services as the Authority and the Service Provider agree from time to time, both parties acting reasonably.

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.

A14**CRIME AND DISORDER ACT 1998**

A14.1 The Service Provider acknowledges that the Authority is under a duty in accordance with Section 17 of the Crime and Disorder Act 1998:

A14.1.1 to have due regard to the impact of crime, disorder and community safety in the exercise of the Authority's duties;

A14.1.2 where appropriate, to identify actions to reduce levels of crime and disorder; and

A14.1.3 without prejudice to any other obligation imposed the Authority, to exercise its functions with due regard to the

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 NOT USED

A18 NOT USED

A19 NOT USED

A20 TRANSFER OF EMPLOYEES TO SERVICE PROVIDER

A20.1 Not used.

A20.2 For the purposes of this Clause A20 and Clause A21, unless the context indicates otherwise, the following expressions shall have the following meanings:

A20.2.1 **“Current Service Provider(s)”** means the provider or providers of services substantially similar to the Services immediately before the Service Commencement Date;

A20.2.2 **“Employment Costs”** means all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE) and all other emoluments);

A20.2.3 **“Employment Liabilities”** means all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (on a full indemnity basis);

A20.2.4 **“Final Staff List”** has the meaning set out in **Clause A21.4**;

A20.2.5 **“Further Transfer Date”** means the date on which the Services (or any part of them) cease to be provided by the Service Provider and start to be performed by the Authority or any Replacement Service Provider when the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider occurs;

- A20.2.6 **“Relevant Period”** means the period starting on the earlier of:
- (a) the date falling 6 calendar months before the date of expiry of the Contract; or
 - (b) if the Contract is terminated by either Party in accordance with Clause **26.3** or by the Authority in accordance with Clauses **26.1, 26.2, 26.4** or **26.5**, the date of the relevant termination notice;
- and ending on the Further Transfer Date;
- A20.2.7 **“Replacement Service Provider”** means any replacement supplier or provider to the Authority of the Services (or any part of the Services) and any Sub-Contractor to such replacement supplier or provider;
- A20.2.8 **“Re-Transferring Personnel”** means any Service Provider’s Personnel who are assigned (for the purposes of TUPE) to the relevant Services immediately before the Further Transfer Date and whose employment contract will transfer to the Authority or the Replacement Service Provider pursuant to TUPE with effect from the Further Transfer Date;
- A20.2.9 **“Staff List”** has the meaning set out in **Clause A21.1.1**;
- A20.2.10 **“Staffing Information”** has the meaning set out in **Clause A21.1**;
- A20.2.11 **“Sub-Contractor”** means any subcontractor to the Current Service Provider(s), the Service Provider or the Replacement Service Provider as the context dictates which is engaged in the provision of the Services or any part of them (or services substantially similar to the Services or any part of them);
- A20.2.12 **“Transfer of Services”**; means the transfer of the provision of the Services from the Current Service Provider and any Sub-Contractor to the Service Provider and any Sub-Contractor;
- A20.2.13 **“Transferring Staff”** means such employees of the Current Service Provider(s) (and any Sub-Contractors) as are assigned (for the purposes of TUPE) to the Services the names of whom as at the date of this Contract are listed in Appendix 1 to this Clause A20; and

A20.2.14 “**TUPE**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

A20.3 It is understood and acknowledged by the Parties that TUPE applies to the Transfer of Service and accordingly, pursuant to TUPE, the contracts of employment between the Current Service Provider and any Sub-Contractor and the Transferring Staff will have effect from the Service 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 TUPE which will be subject to the provisions of **Clause A20.4**).

A20.4 The Service Provider will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 and TUPE with effect from the Service Commencement Date.

A20.5 The Parties agree that all Employment Costs in respect of the Transferring Staff will be allocated as follows:

A20.5.1 the Current Service Provider(s) will be responsible for any Employment Costs relating to the period up to Service Commencement Date; and

A20.5.2 the Service Provider will be responsible for any Employment Costs relation to the period on and after the Service Commencement Date,

and Employment Costs will if necessary be apportioned on a time basis between the Current Service Provider(s) and the Service Provider.

A20.6 The Authority warrants to the Service Provider that none of the Authority’s employees will transfer to the Service Provider under TUPE as a result of the Transfer of Service.

A20.7 The Service Provider will indemnify and keep indemnified the Authority and the Current Service Provider(s) (and its Sub-Contractors) from and against all Employment Liabilities which the Authority or the Current Service Provider(s) (or its Sub-Contractors) incur or suffer arising out of or in connection with:

A20.7.1 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of any person employed or engaged by it (or its Sub-Contractors) (including the Transferring Staff) on or after the Contract Commencement Date;

- A20.7.2 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE;
- A20.7.3 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 or communication made to the Transferring Staff by the Service Provider (or its Sub-Contractors) before the Service Commencement Date;
- A20.7.4 the employment or termination of employment by the Service Provider (or its Sub-Contractors) of any Transferring Staff on or after the Contract Commencement Date;
- A20.7.5 any actual or proposed changes by the Service Provider (or its Sub-Contractors) to the terms and conditions of employment or working conditions of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.
- A20.8 The Service Provider will provide the Current Service Provider(s) (or its Sub-Contractors), as soon as practicable, but in any event in good time before the Contract Commencement Date with all information which the Current Service Provider (or its Sub-Contractors) may reasonably require to enable it to comply with its information and consultation obligations under TUPE and, if requested, will confirm to the Authority when it has done so and provide a copy to the Authority.
- A20.9 The Service Provider warrants and undertakes to the Authority that all information given to the Current Service Provider(s) (or its Sub-Contractors) 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.
- A20.10 **Clause 30.1** shall be amended so that benefits conferred on the Current Service Provider or its Sub-Contractors under this **Clause A20** shall be enforceable by them.

Appendix 1 to Clause A20

List of Transferring Staff is not applicable as the Service Provider is also the Current Service Provider prior to the commencement of this service contract.

A21

Transfer of Employees on Expiry or Termination

A21.1 The Service Provider will promptly provide (and procure that its Sub-Contractors provide) when requested by the Authority (but not more than twice in any 12 month period) and not more than 7 days after the date of any notice to terminate this Contract given by either Party, the following information to the Authority:

A21.1.1 an anonymised list of current Service Provider's Personnel and employees and workers of its Sub-Contractors engaged in the provision of the Services (each identified as such in the list) (the "**Staff List**");

A21.1.2 such of the information specified in Appendix 1 to this **Clause A21** as is requested by the Authority in respect of each individual included on the Staff List;

A21.1.3 in the situation where notice to terminate this Contract has been given, a list of all persons who are engaged or have been engaged during the preceding six months in the provision of the Services, whom the Service Provider considers will not transfer under TUPE for any reason whatsoever together with details of their role and a full explanation of why the Service Provider thinks such persons will not transfer,

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

A21.2 The Service Provider will notify the Authority as soon as practicable and in any event within 5 days of the Service Provider becoming aware of any additional or new Staffing Information and/or any changes to any Staffing Information already provided.

A21.3 The Service Provider warrants to the Authority that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.

A21.4 Subject to **Clause A21.5**, the Service Provider will provide the Authority with a final staff list (the "**Final Staff List**") and Staffing Information relating to persons on that list not less than 28 days before the Further Transfer Date.

A21.5 If the Contract is terminated by either Party in accordance with **Clause 26.1** or by the Authority in accordance with **Clause 26.1, 26.2** or **26.5** then the Final Staff List will be provided by the Service Provider to the Authority as soon as practicable and no later than 14 days after the date of termination of the Contract.

- A21.6 The Service Provider warrants that as at the Further Transfer Date:
- A21.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;
 - A21.6.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and
 - A21.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority.
- A21.7 During the Relevant Period the Service Provider will not and will procure that its Sub-contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
- A21.7.1 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);
 - A21.7.2 deploy or assign any other person to perform the Services who is not included on the most recent Staff List;
 - A21.7.3 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel;
 - A21.7.4 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel; or
 - A21.7.5 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.
- A21.8 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the period referred to in **Clause A21.7** regardless of when such notice takes effect.
- A21.9 The Service Provider agrees that the Authority will be permitted to disclose any information provided to it under this **Clause A21** in anonymised form to any person who has been invited to tender for the

provision of the Services (or similar services) and to any third party engaged by the Authority to review the delivery of the Services and to any Replacement Service Provider.

A21.10 If TUPE applies on the expiry or termination of the Contract or the appointment of a Replacement Service Provider, the following will apply:

A21.10.1 The contracts of employment of each member of the Re-Transferring Personnel will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Service Provider (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).

A21.10.2 During the Relevant Period the Service Provider will:

A21.10.2.1 provide the Authority or Replacement Service Provider (as appropriate) with access to such employment and payroll records as the Authority or Replacement Service Provider (as appropriate) may require to put in place the administrative arrangements for the transfer of the contracts of employment of the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);

A21.10.2.2 allow the Authority or Replacement Service Provider (as appropriate) to have copies of any of those employment and payroll records;

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

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

If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Service Provider will procure such

Sub-Contractors provide the Authority or Replacement Service Provider (as appropriate) with the same level of access, information and cooperation.

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

A21.10.3.1 is under notice of termination;

A21.10.3.2 is on long-term sick leave;

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

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

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

A21.10.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;

A21.10.3.7 has received a written warning (other than a warning that has lapsed);

A21.10.3.8 has taken or been the subject of a grievance procedure within the previous two years; or

A21.10.3.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment transferring to the Authority or Replacement Service Provider (as appropriate) under TUPE.

A21.10.4 The Service Provider undertakes to each of the Authority and any Replacement Service Provider that it will (and will procure that its Sub-Contractors will):

A21.10.4.1 continue to perform and observe all of its obligations under or in connection with the

contracts of employment of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;

A21.10.4.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Service Provider or any Sub-Contractor which fall due in the period up to the Further Transfer Date;

A21.10.4.3 to pay to the Authority or the Replacement Service Provider (as appropriate) within 7 days of the Further Transfer Date an apportioned sum in respect of Employment Costs as set out in **Clause A21.10.5**; and

A21.10.4.4 to comply in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Replacement Service Provider (as appropriate) such information as the Authority or Replacement Service Provider may request in order to verify such compliance.

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

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

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

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

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

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

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

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

A21.10.6.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Contract Commencement Date to the Further Transfer Date;

A21.10.6.5 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any person employed or engaged by the Service Provider (or its Sub-Contractors) (other than Re-Transferring Personnel included on the Final Staff List) who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider (or its Sub-Contractors) in respect of them by virtue of TUPE.

A21.11 If TUPE does not apply on the expiry or termination of the Contract, the Service Provider will remain responsible for the Service Provider Personnel and will indemnify and keep indemnified the Authority against all Employment Liabilities which the Authority incurs or suffers arising directly or indirectly out of or in connection with the employment or termination of employment of any of the Service Provider Personnel or former Service Provider Personnel.

A21.12 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Contract and for 2 years following the date of expiry or earlier termination of the Contract the Authority will be given

reasonable access to and be allowed to consult with any person, consultant or employee who, at that time:

A21.12.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and

A21.12.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Contract,

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

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

Appendix 1 to Clause A21

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

- Amount of time spent on the Services (or any part of the Services specified by the Authority)
- Date of birth
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime - Contractual or Non Contractual and Rates
- Contractual Working Hours
- Contract Type - Perm/Temp
- Geographical Area Of Work / Location
- Commencement of Employment Date
- Continuous Service Date
- Car Allowance
- Pension Contributions
 - 1) Employer
 - 2) Employee
 - Including additional info on:
 - who were originally employees of the Authority,

- who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme,
 - whose employment transferred from the Authority to the Service Provider under TUPE; and
 - who were entitled to broadly comparable benefits under the Current Contractor's Scheme
- Details of any Contracting Out Certificate
 - Details of the relevant employee representative body or bodies and relevant collective agreements
 - Date of Annual Pay Award
 - Annual Leave Entitlement
 - Contractual Notice Period
 - Public Holiday /Concessionary Days Entitlement
 - Sickness Entitlement (in 12 month rolling period)
 - Salary/wage increases pending
 - Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
 - Details of any other benefits provided, whether contractual or non-contractual
 - Copy of employment contract or applicable standard terms and employee handbook
 - Any loans or educational grants
 - For those employees who are foreign nationals the country of citizenship, immigrant status and all documentation required by law to demonstrate a right to work in the United Kingdom
 - Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
 - Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought
 - Department and place on organisation chart
 - Average absence due to sickness
 - Training and competency records

A22 NOT USED

A23 NOT USED

A24 NOT USED

A25 NOT USED

A26 NOT USED

A27 NOT USED

A28 NOT USED

A29 NOT USED

A30 LONDON LIVING WAGE

For the purposes of this Clause A30, unless the context indicates otherwise, the expression “**London Living Wage**” means a basic hourly wage (as at the date of this Contract) of £9.15 (before tax, other deductions and any increase for overtime) but as is updated from time to time and notified to the Service Provider.

A30.1 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the GLA Act has directed that members of the Authority Group ensure that the London Living Wage is paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations in Greater London or on the Authority’s estate.

A30.2 Without prejudice to any other provision of this Contract, the Service Provider shall:

A30.2.1 ensure that none of its employees engaged in the provision of the Services (in Greater London or on the Authority’s estate but not otherwise) is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;

A30.2.3 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;

A30.2.4 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;

A30.2.5 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

A30.2.6 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.

- A30.3 For the avoidance of doubt the Service Provider shall implement any updated London Living Wage on or before 1 April in the year following notification of such updated London Living Wage.
- A.30.4 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its sub-contractors.
- A30.5 Any breach by the Service Provider of the provisions of this Clause A30 shall be treated as a material breach capable of remedy in accordance with Clause 26.1.1.

SCHEDULE 3 – SPECIFICATION

1 Introduction

The Mayor's rough sleeping policies

The Mayor will work with boroughs and partners to ensure that

- **no-one new to the streets sleeps rough for a second night**
- **no-one lives on the streets of London**
- **the flow of new rough sleepers onto the streets is minimised**

London Housing Strategy 2014

Priorities for the Mayor's commissioned rough sleeping services

Overarching priorities

To work with boroughs and partners:

- 1 - to ensure that no-one new to the streets sleeps rough for a second night**
- 2 - to minimise the flow of new rough sleepers onto the streets**
- 3 - to ensure that no-one lives on the streets of London**
- 4 - to ensure that no-one returns to the streets of London**

Cross-cutting priorities

To work with boroughs and partners:

- 5 - to tackle rough sleeping by non-UK nationals**
- 6 - to improve partnership working around enforcement**
- 7 - to meet the physical and mental health needs of rough sleepers**
- 8 - to tackle hidden or mobile rough sleeping**
- 9 - to help ensure the availability of appropriate accommodation, including emergency accommodation**
- 10 - to enhance the service offer from faith and community based organisations**
- 11 - to maintain and improve the collection of data about rough sleeping**

Rough Sleeping Commissioning Framework published July 2015

- 1.1 The GLA is seeking to procure an organisation to deliver the Clearing House - a service to co-ordinate the letting, management and support of Rough Sleeper Initiative (RSI) properties so that verified rough sleepers with appropriate support needs can access suitable move on accommodation and best use is made of the scarce and valuable RSI stock

- 1.2 The Clearing House originates from the 1990's, built under various phases of the Government's Rough Sleepers' Initiative, there are around 3,800 RSI tenancies across London, though currently around half of these are occupied by assured tenants who no longer need support and whose cases are closed. These RSI tenancies are only available to former rough sleepers with a CHAIN number. Generally the RSI offers one bed room flats or bedsits but some of the RSI stock is shared accommodation.
- 1.3 This document describes the service to be delivered in detail. It sets out the activities and outputs for the service, and the outcomes that are expected to be achieved over the course of the service contract period. The Service Provider will support the priorities set down in Mayor of London's Rough Sleeping Commissioning Framework (see GLA website).
- 1.4 Clearing House will help meet the Mayor's strategic aims and objectives by:
- effectively co-ordinating the letting of RSI accommodation to reduce void periods and make best use of scarce stock
 - assessing potential referrals to the RSI stock to ensure that only verified rough sleepers with appropriate support needs are able to access the stock
 - working with housing providers, Tenancy Sustainment Teams (TSTs) and the GLA to minimise voids and the loss of units to the RSI pool, whether through ad-hoc leakage, sub-letting or planned disposals
 - providing the necessary infrastructure and support (including policy development) to maximise the extent that TSTs share good practice and are able to meet performance targets
 - working with key stakeholders (e.g.: local authority commissioners, outreach providers, Street Population coordinators) to maximise their awareness of the RSI Clearing House stock and supporting their involvement to get best value from the service
 - supporting move on through the Clearing House flats by procuring 60 private rented sector tenancies per year as move on for TST clients
 - promoting the available accommodation as widely as possible and maximising use of the service by agencies working with verified rough sleepers from across London.

2 Who the service is for

- 2.1 Clearing House exists to co-ordinate the letting, management and support of RSI properties let to former rough sleepers who have been assessed as unlikely to manage an independent tenancy and likely to benefit from the support that is attached to the RSI properties.

- 2.2 Access to RSI accommodation is restricted to rough sleepers over 18 who are CHAIN verified and who have been assessed as suitable by the Clearing House. Beyond this restriction, however, the Clearing House should ensure access to RSI accommodation for verified rough sleepers across all nationalities, gender, cultural background, etc. and ensure that support needs dictate access to the stock rather than any other factor.
- 2.3 The Client Relationship Management Database (CRM) chosen must be compatible with the CRM of CHAIN.
- 2.4 Rough sleepers under the age of 25 have access to a more limited range of specialist and shared accommodation within the RSI stock. In addition, the service must be flexible to respond to future changes in legislation. For example some people under 35 may not be eligible.
- 2.5 The support needs of those being assessed by the Clearing House for RSI accommodation will vary in type, intensity and complexity but, in broad terms, will mean that those accommodated would be unlikely to manage a tenancy in the community without the additional support offered. Support needs of those accommodated will include:
- those needing support around a substance misuse problem,
 - those needing support with a mental health problem,
 - those needing support regarding a learning or physical disability,
 - those needing support to enter employment, training or education,
 - those needing support to accessing mainstream support services,
 - those lacking financial living skills and needing support to manage debt or other problems related to income,
 - those lacking the social or daily living skills needed to manage an independent tenancy
- 2.6 All clients housed in RSI properties will require support to maintain their tenancies.
- 2.7 All referrals to this service will come from the Clearing House who will assess referrals using a 'chaos index' or similar to ascertain the client's level of support need (high, medium low), which in turn determines the level of support received by the client from the TST service. The expected ratio of referrals will be roughly:
- High – 5%
 - Medium – 45%
 - Low – 50%
- 2.8 The Clearing House will be responsible for negotiating 15-20 high / Housing First style properties with providers per year. These properties will be supported by North & South TSTs.
- 2.9 The scheme initially offered tenancies for life but since 2008 has offered extendable fixed term tenancies of two years. This change was made in

recognition that many former rough sleepers are able to address their support needs and move towards living independently, however slowly, and should be supported to do so. Given this, an important part of the role of the Clearing House service provider is to ensure that housing providers issue the correct tenure type and work collaboratively with TSTs to review, extend or terminate tenancies as appropriate to encourage move on. This aspect of the service should correlate to the TST service. The TST services will be tiered to offer a service for low, medium and high support needs clients. Clearing House should work with housing providers to ensure the most appropriate tenancies are offered but no clients should be offered tenancies for life unless agreed in partnership with the GLA.

- 2.10 Clearing House is a service with two main functions. The first aspect of the service is the maintenance and support of an online vacancy management system and database (referred to hereafter as the Clearing House Database) allowing referring agencies to submit referrals for their clients, housing providers to submit voids and vacancy details and TSTs to record tenancy and support needs review information. The second aspect is an assessment and nomination service where information collected on the online vacancy management system is used to assess whether referrals meet the criteria and to allocate successful referrals to suitable vacant or void RSI properties.
- 2.11 Clearing House does not directly provide the support offered to RSI tenants – this is done through the Tenancy Sustainment Teams – but has an important role supporting the work of the Tenancy Sustainment Teams (TSTs). The support it will offer TSTs will consist of:
- assessing and allocating referrals and proposing appropriate support level (low, medium or high /Housing First style) which will be finalised in partnership with the TST.
 - managing tenancy transfers.
 - ensuring that the RSI stock is maintained by housing providers and assisting the GLA in identifying and tackling the leakage or illegal subletting of stock.
 - monitoring closed TST cases and coordinating action.
 - coordinating the absorption of former 'opt-out' RSI properties into TST areas.
 - producing reports and analysis on data recorded on the Clearing House referral system.
 - acting as a neutral arbiter between TSTs and their clients and TSTs and housing providers when disputes occur.
- 2.12 The service provider should operate a process to ensure that the service is only working with verified rough sleepers. This process needs to ensure that there is sufficient gate keeping of the RSI stock so that only those that meet the service criteria are able to access it, but needs to be sophisticated enough not to create an incentive for people to sleep rough.

- 2.13 The service should attend a panel to agree referrals of individuals considered to be high support needs and therefore eligible for the high element of the TST service
- 2.14 Referrals of individuals to the service who do not meet the service criteria should be signposted to appropriate other services and a suitable record kept of this work.

3 Outcomes, outputs and activity

- 3.1 Clearing House will contribute to meet the high level priorities set out in the Mayor's Rough Sleeping Commissioning Framework set out in Section 1.
- 3.2 In furtherance of these high level outcomes, the successful delivery of the Clearing House service will maximise the number of former rough sleepers positively sustaining a life away from the streets, free up spaces in hostels and make best use of a valuable source of pan-London move on accommodation.

RSI properties

- 3.3 The service provider will ensure that the RSI stock is appropriately used by managing referrals to this stock and nominating clients to properties appropriate to their needs.
- 3.4 The service provider will develop and implement an appropriate model for the use of RSI stock for lower support needs clients.
- 3.5 The service provider will ensure that the resource that the RSI stock provides is protected through working with housing providers to manage the stock and ensure that units remain within the RSI stock and are not lost through sub-letting, leakage or disposal.
- 3.6 The service provider will maintain an appropriate number of providers of properties in partnership with the GLA. Reducing the current number of providers should be explored in partnership with the GLA to improve efficiency of the service, but this should not result in leakage of stock.
- 3.7 The service provider will manage a voids list of hard to let RSI properties which may be let to non-verified rough sleepers with appropriate support needs. The service provider should aim to minimise the number of properties on the voids list and report to GLA on RSI units that are let to non-CHAIN verified rough sleepers.
- 3.8 The provider will ensure a standard type of tenancies must be for a minimum of two years with the option for extension for specific/ exempt cases which should reflect and compliment the TST service.

Referrals, nominations, move on and tenant support

- 3.9 The service provider will co-ordinate the letting of the RSI stock by managing referrals, ensuring that only verified rough sleepers recorded on CHAIN and with appropriate support needs can access the RSI stock.
- 3.10 The service provider will manage a waiting list each month for nominations to RSI stock. Referring agencies will be able to monitor their clients' positions on the waiting list.
- 3.11 The service provider will operate the one nomination policy for clients on the waiting list, apart from where enhanced service offers are applied. Assessment of referral information against information about vacant RSI units will be effective so that justifiable refusals are minimised.
- 3.12 The service provider will ensure that referrals are carefully assessed and the service carefully managed so as to minimise the chances of offering a tenancy to those that have not slept rough and/or creating a perverse incentive for people to sleep rough to access the stocks. Any suspicions that this is occurring should be immediately brought to GLA's attention.
- 3.13 The service provider will ensure that referrals are carefully assessed and the service carefully managed so as to deter agencies from outside London signposting rough sleepers to London to obtain accommodation that might not be available to them elsewhere. Suspicions of this occurring should be fed back to GLA during monitoring meetings.
- 3.14 The service provider will assess RSI unit information for vacant stock and the referral information for clients on the waiting list to nominate suitable properties to clients on the waiting list promptly and appropriately.
- 3.15 The service provider will ensure that all nominations are made promptly, in accordance with agreed targets, and that the amount of vacant RSI stock, and the length of time this stock is vacant for, is minimised.
- 3.16 The service provider will encourage and support the use of RSI stock for entrenched rough sleepers – as a high option – moving into the stock straight from the streets as long as referring agencies can provide enough support (in addition to the TST support) to make the tenancy viable.
- 3.17 The service provider will take action to address any concerns about the appropriateness or quality of referrals by taking the matter up with appropriately senior staff within the organisation where the problem is occurring. If things do not improve, the service provider should bring the matter to the attention of the GLA.
- 3.18 The service provider should make it clear to referring agencies that failure to improve referral practice will lead to suspension of access to the Clearing House. All potential suspensions should be discussed with GLA.
- 3.19 The service provider will ensure that support needs and risk assessment information included with referrals is updated at least once every six

months for clients on the waiting list. The Clearing House Database will notify referring agencies when support needs and risk assessment information needs to be updated.

- ~~3.20 The provider will attend client tenancy reviews to ensure high needs support clients are not moved on too quickly.~~
- 3.21 The service provider will manage the process of RSI properties that have previously opted out of TST support reverting to being supported by the TSTs. The service provider will work with the TST and housing providers to ascertain that the level of support the TSTs will be able to offer will be sufficient for the needs of the current tenants.
- 3.22 The service provider will work with TSTs and housing providers around monitoring the progress of clients on assured tenancies who have had their case closed and been reclassified as general needs tenants. Where necessary the service provider will work with housing providers to identify sources of alternative support where this is needed following a case closure.
- 3.23 Clearing House will produce a matrix to assess clients in order to categorise them into high, medium and low support needs. This is to be agreed with the GLA. A cohort will be established at commencement of contract with support needs identified. The service will assess support needs of new referrals at the point of receipt, and reassess existing clients (where applicable) on an annual basis.

Partnership and stakeholder engagement

- 3.24 The service provider will work with referring agencies to ensure that the waiting list contains sufficient numbers of individuals across the spread of boroughs where vacancies are most likely to come up and take pro-active steps to ensure that fast-moving areas with large stock numbers are paid particular attention to. The use of incentives and changes in policy to drive demand away from slow moving boroughs and towards faster moving boroughs should be considered and discussed with GLA as needed.
- 3.25 The provider will develop a move on procedure with the private rented sector working with landlords to ascertain a more secure tenancy where possible.
- 3.26 The Clearing House plays a vital role liaising between housing providers, referring agencies and the TSTs in managing access, availability and the support around the RSI stock. The service provider will meet with housing providers at least once every twelve months to maintain good relationships and to discuss processes, queries, concerns and, where relevant, problem schemes. The Clearing House will act as a central point for liaison between housing providers and other partner agencies where necessary; by helping to share information and facilitating meetings.

- 3.27 The service provider will work with referring agencies by scrutinising and discussing the content and patterns of referrals and taking any relevant action(s) that this prompts.
- 3.28 The service provider will ensure that housing providers use the Clearing House Database to notify Clearing House of tenancy ends and returns of units to the RSI stock; along with details about the property pertinent to assessing whether a referred client could be nominated to the property.
- 3.29 The service provider will work with TSTs to enable them to record the work they conduct with clients, their outcomes and support needs; and case closures and client move on.
- 3.30 The service provider will act as a central point for liaison across the both TST services, helping to coordinate events, share information and facilitate meetings. The service provider will provide practical support to the TSTs, assisting with concerns regarding nominations, tenancies and client move on.
- 3.31 The service provider will assist with maintaining the stock of RSI units by working with housing providers and the GLA to manage and reduce the leakage of stock into the wider general needs stock, seeking replacement where this happens, and helping identify and coordinate action against the illegal subletting of RSI properties. Where issues cannot be resolved between the Clearing House and a housing provider then the matter will be referred to the GLA.
- 3.32 The service provider will offer a service to the housing providers, assisting with concerns regarding voids, nominations and tenancies. The Clearing House will prompt 6-monthly stock audits, to be submitted via the Clearing House Database website, from all housing providers to ensure the protection of ring-fenced RSI stock and to source replacement properties for leaked stock.
- 3.33 The service provider will promote the Clearing House and access to RSI stock with referring agencies by visiting them and their clients and organising induction and training in the use of the Clearing House Database website for new staff.
- 3.34 The service provider will promote the Clearing House and RSI stock with other key stakeholders, such as local authority commissioners and street population coordinators.

Staffing

- 3.35 The service provider will ensure that staff have the appropriate expertise to make reasonable developments to the functionality or scope of the Clearing House Database on behalf of the GLA when directed to do so at no additional cost to the GLA. Developments that require detailed or

extensive technical input, additional licences or other work that cannot reasonably be expected to be provided by the service provider will be negotiated outside of the terms of this specification (and associated contract).

- 3.36 The service provider will run induction sessions for new staff in referring agencies to teach them about the referral processes and to promote good practice. The service provider will assist referring agencies with their concerns and queries relating to client eligibility criteria, the referral process, nominations and clients on the waiting list.

Policies and practice

- 3.37 The service provider will draft and publicise all policies pertaining to access to Clearing House, management of tenancies and tenancy reviews and the process of case closure; although these will be subject to the approval of the GLA.
- 3.38 The service provider will publicise and may be asked to draft policies pertaining to the TSTs subject to the approval of the GLA.
- 3.39 The service provider will coordinate good practice and communication between TSTs, referring agencies and housing providers by organising and servicing quarterly meetings and ad-hoc events and generally promoting best practice.

Database and website

- 3.40 The service provider will provide the Clearing House Database, ensuring that the system is available to users on a 24-hour basis. The service provider will work with the CHAIN CRM database provider and the host of the Clearing House Database website to ensure that downtime is minimised – staying below two per cent of the available time.
- 3.41 The service provider will manage the licensing of Clearing House Database, liaising directly with the CHAIN CRM Provider. Licence costs for Clearing House in 2015 were around £5,000 per annum and costs are to be covered as within the full contract value.
- 3.42 The service provider will provide technical support to users of the Clearing House Database website during normal office hours (typically 9am-5pm), Monday to Friday.
- 3.43 The service provider will maintain three unique sections of the website for referring agencies, housing providers and TSTs enabling them to enter the appropriate information onto the Clearing House Database.
- 3.44 The service provider is required to adhere to the 'Clearing House Neutrality Statement' found in Appendix K.
- 3.45 The service provider is required to manage, review and store TST evidence submitted for the payment by result aspect of both TST

contracts. This will be evidence submission for client move on to stable accommodation and sustained employment. Details can be found in Appendix A.

- 3.46 In addition, the service provider is required to monitor tenancy sustainment for high support needs clients for the payment by result aspect of both TST contracts. Details can be found in Appendix A.

Monitoring, reporting and record keeping

- 3.47 The service provider will produce other reports, both regularly, and on an ad hoc basis, as required. A list of current regularly produced reports can be found in appendix H. These reports may be made public as directed by the GLA.
- 3.48 The service provider will produce quarterly and annual aggregate statistics regarding the use of RSI stock and the Clearing House.
- 3.49 The service provider will produce quarterly outcomes reports for both TSTs and make available sub-regional breakdowns of the data requested by the TSTs. The service provider will work with the GLA and TST managers in determining the content of this report.
- 3.50 The service provider will ensure that records are kept of all work undertaken, referrals received and outcomes achieved.
- 3.51 The service provider will be monitored regarding the activity specified above, and will be required to report to the GLA according to the criteria specified in section 7, against the targets and milestones contained in appendix A and supported by the evidence also specified in appendix A .

4 Referral, assessment and RSI stock allocation

4.a Referral and assessments

- 4.1 The service provider will manage Clearing House to provide a move on resource for:
- former rough sleepers who no longer require hostel or other temporary accommodation but do require some on-going support, and
 - current rough sleepers directly from the streets if they can demonstrate they are able to maintain a tenancy with the support provided.
- 4.2 The service provider must ensure that, as a minimum, all referrals to Clearing House meet the following criteria in order to be accepted:
- the client must be a verified rough sleeper, recorded on CHAIN (except in hard to let units let via the voids list)
 - the client must require some support to maintain a tenancy
 - the client must be willing to engage with a designated TST for the duration of their RSI tenancy

- the client must understand that they will be required to engage with their TST regarding education, training and employment
 - the client must understand that they will only be offered one bedroom or studio flats on a fixed term assured shorthold tenancy and that they will be expected to take the first offer received
 - the client must understand that they will be required to move into more independent accommodation, most likely in the private sector, when they no longer require support from a TST.
- 4.3 All referrals must be made through the Clearing House Database website. A paper version of the Clearing House referral form can be found in Appendix I. Incomplete, inaccurate or insufficiently detailed referrals should be rejected.
- 4.4 Where submitted referrals are not appropriate or incomplete, the service provider will provide written details to the referring agency of what needs to be improved/provided. Where appropriate, support will be offered to complete the referral to the required standard.
- 4.5 All referrals received must specify a minimum of three boroughs that the client is willing to be nominated to. If a borough has no RSI properties (caused by housing providers reallocating RSI properties within their stock perhaps) no referrals will be allowed which specify this borough. The service provider will work with the referring agency to revise their referral. If the client specifies a borough where there are very low levels of Clearing House stock (less than 20) then a minimum of four boroughs must be specified and no referral should contain more than one of these boroughs. The service provider will advertise to referring agencies which boroughs are affected by this policy.
- 4.6 Where an agency is referring without access to CHAIN, the service provider will work with the referring agency to ascertain the CHAIN status of the referred client.
- 4.7 As part of their role overseeing referrals, the service provider will work with the referring agency to ensure that every client has a complete support needs assessment and risk assessment.
- 4.8 Where a referral has met all the basic eligibility criteria, the service provider will assess whether the client is appropriate for the scheme. Primarily this will involve determining whether:
- the client's support needs are too low to require support from this scheme
 - the client's support needs are too high to successfully maintain a tenancy
 - the client is an established rough sleeper who will benefit from this housing option
- 4.9 All referrals for couples will be assessed on case-by-case basis as to their appropriateness but it is expected that the service provider will work

with housing providers and TSTs to provide access for couples where possible.

- 4.10 All referrals for rough sleepers with pets will be assessed on case-by-case basis as to their appropriateness but it is expected that the service provider will work with housing providers and TSTs to provide access for pet owners where possible.
- 4.11 The service provider will make their referral process available publicly and review it annually.
- 4.12 The service provider must have appropriate referral policies and procedures in place to ensure fair access to the service.
- 4.13 Referral decisions must be transparent and will be monitored by the GLA.
- 4.14 The prospective service user must be aware of the referral criteria and advised of reasons for refusal. The service provider must operate a complaints and appeals policy regarding referral refusals.
- 4.15 Any exclusions from the service must be agreed on a case-by-case basis and reasons for the exclusion communicated in writing.
- 4.16 The service provider must ensure and be able to demonstrate that individuals are not unfairly treated as a result of ethnic origin, age, gender, gender reassignment, physical impairment, sexual orientation and faith.

4.b Waiting lists

- 4.17 Accepted referrals will be placed on a waiting list.
- 4.18 The service provider will have discretion to close the waiting list each month to manage demand but must ensure that there are sufficient referrals on the waiting list to make suitable nominations to all void bed spaces.
- 4.19 The service provider will ensure that all clients on the waiting list have their support needs assessment and risk assessment updated at least once every six months. No nominations should be made to clients who do not have up to date assessments.
- 4.20 Clients who contravene the “one nomination” policy by making an unjustifiable refusal will be excluded from the waiting list for 12 months. This exclusion should be subject to appeal on the terms set out in section 3.c.

4.c Nominations and transfers

- 4.21 The service provider will receive RSI unit voids and vacancy information directly from housing providers through the Clearing House Database website.

- 4.22 The service provider will assess the information given from the housing provider regarding each vacancy against clients on the waiting list. The highest placed client on the waiting list who Clearing House assesses as suitable for the property should be nominated to the property.
- 4.23 The service provider will contact the relevant housing provider and TST detailing information about both the client and the property to be let. The responsibility for arranging an interview between the housing provider, TST and client falls on the referring agency but the service provider should help facilitate this interview if necessary.
- 4.24 The service provider will make each client on the waiting list a single nomination offer apart from in exceptional circumstances.
- 4.25 If a client refuses their nominations without a justifiable reason they will be excluded from the Clearing House waiting list for 12 months from the date of refusal. Clients shall have the right to appeal this decision on the terms set out below.
- 4.26 Justifiable reasons for refusing a nomination are:
- the condition of the property is not of an acceptable standard, for instance:
 - the property is not structurally sound
 - the property is damp
 - basic utility supplies are not in place
 - doors or windows are not in place
 - the property is infested
 - the property is squatted
 - the property does not have a functioning toilet or bath/shower
 - the client and/or any worker are subject to racist, homophobic, sexist abuse when viewing the property or where the referring agency can demonstrate that the client would be at risk of such abuse if he or she accepted the tenancy
 - on health and accessibility grounds i.e. distance from public transport, climb to property (the referrer must have provided medical evidence to support this before the nomination was made)
 - if upon viewing a shared flat the client and/or worker is able to demonstrate that it would be extremely difficult for the client to live with the existing tenant(s)
 - the property is not ready to let six weeks after nomination.
- 4.27 The client may appeal this decision, providing this is supported by the referring agency. The only ground for appeal is that in the view of the agency and the client the refusal of the nomination was reasonable and justifiable in line with the above procedure. The appeal should be in writing.
- 4.28 Appeals will be made to a manager designated by the service provider in line with the service provider's complaints and appeals procedure.

- 4.29 The service provider will support housing providers in enabling RSI tenants to apply for transfer into the housing provider's general needs stock where this is appropriate for the client in the same way as a normal tenant in the housing providers stock would have been able to do. However, they must work with the housing provider to ensure that the unit remains within the RSI stock.
- 4.30 The service provider will receive and record notifications of where a client has transferred between RSI units both contained within the stock of a single housing provider.
- 4.31 The service provider will also receive and record notifications of mutual exchanges between RSI clients and provide liaison between TSTs teams to assist in facilitating mutual exchanges.
- 4.32 Generally transfers that take place between RSI units held by two housing providers will not be allowed. However, there are some exceptional circumstances where this may take place. These are detailed in Appendix J. If such a transfer is approved the service provider will work with the TST involved and originating housing provider to submit a referral for this client. The client will then be placed on the waiting list and nominated to an RSI unit in the normal way.
- 4.33 Transfer assessment decisions will be appealable under the service provider's appeals and complaints policy.

4.d Restricted and enhanced offers

- 4.34 The service provider will vary its usual referral and nominations policy in the following cases:
- for clients who are flagged as being part of the RS205+ cohort¹
 - other groups of rough sleepers specified by the GLA.
- 4.35 RS205+s clients will receive an enhanced offer from Clearing House – prioritising them in the borough of their choice, and area within the borough of their choice, on the waiting list. RS205+s clients whose support needs would normally be too high for acceptance may be accepted if the referring agency can demonstrate a credible support plan for the client. RS205+s will also not be bound by the “one nomination” policy.
- 4.36 The GLA may specify at any time that other groups of rough sleepers and former rough sleepers are made similar enhanced or restricted offers from Clearing House at any time.
- 4.37 The GLA may also end any of these enhanced or restricted offers at any time.

¹ The RS205+ cohort contains the most entrenched rough sleepers in the capital, those who consistently return to the street or who are exceptionally difficult to engage with.

4.e Voids list

- 4.38 The service provider will be required to keep a separate list of hard to let properties. To qualify for this list a property must have been void for a significant period during which it has proved impossible to match any client currently on the waiting list with the property or where all nominations have been refused for justifiable reasons. The property must be available to let and in an acceptable condition.
- 4.39 The service provider will advertise this voids list more widely and unverified rough sleepers may be placed in these properties. However, all referrals to these properties still require a CHAIN number.

5 Workforce

5.a Staffing

- 5.1 The service provider will at all times ensure sufficient and specified numbers of staff are available to deliver the service throughout the year. This needs to be demonstrated and will be monitored by the GLA.
- 5.2 The service provider will ensure that those employed have the appropriate skills, qualifications and competencies to deliver a quality service and achieve the intended outcomes.
- 5.3 The service provider must ensure that staff are properly supported, supervised, inducted and trained to undertake the service.
- 5.4 The service provider will be responsible for making arrangements, where needed, for cover to ensure the required activities are undertaken during periods of staff absence.
- 5.5 The service provider will be responsible for all employment issues.
- 5.6 The service provider will be expected to be actively taking steps to employ a proportion of former service users in the delivery of the service.
- 5.7 The service provider will:
- comply with any legislation prohibiting discrimination in any form;
 - obtain enhanced disclosures from the Criminal Records Bureau in advance of the engagement of relevant staff in the service
 - ensure that staff are not on the Safeguarding Vulnerable Adults/Safeguarding Children register
 - ensure that a minimum of two written references, one of which is from the last employer, is obtained and that the person is legally entitled to work in the UK.
- 5.8 As well as all appropriate professional training, all staff (including management) must be trained in:

- safeguarding children (Children Act 2004),
- safeguarding vulnerable adults (Safeguarding Vulnerable Groups Act 2006),
- risk management,
- information governance and data protection,
- health and safety,
- equal opportunities and diversity.

5.b Conduct of staff

- 5.9 The service provider shall enforce codes of conduct and disciplinary procedures for its staff.
- 5.10 The service provider shall take appropriate disciplinary action against any person employed by the service provider who transgresses such codes and procedures.
- 5.11 The service provider shall inform the service commissioner of any serious or persistent transgressions by staff members and shall regularly update the service commissioner on the progress and outcome of actions taken.
- 5.12 The GLA reserves the right under the safeguarding procedures to request the service provider to immediately remove a staff member from the Service if:
- that staff member has failed to disclose any previous criminal convictions (unless exempted from doing so under the Rehabilitation of Offenders Act 1974);
 - the GLA receives a complaint that the staff member has acted in a discriminatory manner in the provision of the service; or
 - the staff member has acted in a manner that has put a service user, data subject, or other vulnerable person at risk of harm (whether physical, emotional, financial or other harm).

6 Governance

- 6.1 The service provider will ensure that the service is delivered in compliance with the following legislation (not limited to this list), as may be amended from time to time, and has appropriate policies in place to guide staff in working within these laws:
- Equality Act 2010
 - Disability Discrimination Act 1995, 2005
 - Human Rights Act 1998
 - Homelessness Act 2002
 - Race Relations Amendment Act 2000
 - Police Act 1997/Criminal Records Bureau
 - Civil Contingencies Act 2004
 - Health and Safety at Work Act 1974
 - Safeguarding Vulnerable Groups Act 2006

- The Children Act 2004
- Freedom of Information Act 2000

6.2 The service provider will have a range of policies and procedures in place, including but not limited to:

- Complaints
- health and safety
- staff appraisal, supervision, induction, training
- staff grievance, disciplinary and capability
- recruitment procedures, including rehabilitation of offenders and Disclosure and Barring Service (DBS) clearance
- lone working
- managing conflict
- bullying/harassment/whistle blowing
- safeguarding
- incident reporting, including RIDDOR
- confidentiality
- service user involvement/consultation
- assessment and support planning
- equality and diversity
- Service withdrawal
- Raising issues of concern
- Child protection
- Multi-disciplinary working
- Good neighbourhood
- Non-engagement; and
- Civil contingencies.

6.3 The service provider will have a written business continuity plan.

7 Contract monitoring and performance management

7.1 The service provider will be required to submit performance management information (including the number of tenancy reviews), supporting evidence

7.2 and financial statements in advance of regular contract monitoring meetings.

7.3 Contract monitoring meetings will be held quarterly – but the GLA may vary the frequency of these meetings at any time. During the first year of the contract monitoring meetings may be held on a monthly basis if the GLA deems this to be appropriate.

7.4 The service providers will be required to submit performance management information and supporting evidence within fourteen calendar days of the end of the quarter (or the revised reporting period if this has been varied). Contract monitoring meetings will occur within four weeks of this date.

- 7.5 The GLA may also request performance management information outside of these times. These requests must be responded to within fourteen calendar days.
- 7.6 Performance management and monitoring information will be submitted in the format set out in appendix D. Performance management information must be submitted together with the supporting evidence specified in appendix A.
- 7.7 The service provider will supply a financial statement from their management accounts at each monitoring meeting detailing annual budget, budget year to date and expenditure/income year to date against all major budgetary headings. The service will also be required to report on staff vacancy rates. Examples of what these reports should look like are included in appendix H.
- 7.8 It is expected that all information supplied will be complete and accurate. Provision of misleading or inaccurate monitoring information may lead to a contract default.
- 7.9 Agreed contractual payments will be subject to satisfactory production of performance management information and other required supporting evidence. Low performance indicated in a monitoring return will result in further investigation by the GLA until a satisfactory outcome can be achieved. Consistently low performance is considered a default and will trigger a service review.
- 7.10 It will be a requirement that the appropriate level of senior management will attend contract monitoring meetings.
- 7.11 GLA retains the right to audit all performance management information, supporting evidence and financial statements at any time assuming fourteen days notice is given to the service provider.

8 Data protection and confidentiality

8.a Data protection

- 8.1 Both the GLA and the service provider have a duty to ensure that information held by the service is held securely and used appropriately in line with the Data Protection Act 1998.
- 8.2 The GLA will act as data controller in respect of all personal information collected and recorded on the Clearing House Database and the service provider will act as data processors.
- 8.3 The service provider will register with the Information Commissioner as a data processor with regard to this data.
- 8.4 The service provider will be able to satisfy the GLA of its compliance with the standards set out in appendix B at any time.

- 8.5 The service provider (and any other third parties) will be expected to demonstrate accountability for the appropriate assurance of privacy issues involving the processing and sharing of service users' personal and sensitive information.
- 8.6 The service provider will sign up to and comply with the GLA's Rough Sleeper Services Information Sharing Protocol [see appendix C].
- 8.7 The service provider will ensure that all users of the Clearing House Database website can only access information regarding clients they are actively working with or who are being considered for a RSI unit which they manage (housing providers) or support (TSTs).
- 8.8 The service provider must have policies in place to manage any loss of data, accidental or otherwise. These policies must include details on how the service provider would:
 - implement a recovery plan, including damage limitation
 - assess the risks associated with the breach
 - inform the appropriate people and GLA that the breach has occurred
 - review their response and update their information security

8.b Records

- 8.9 The service provider will ensure the quality of the data entered onto the Clearing House Database – wherever possible validation rules will be applied to the Clearing House Database website.
- 8.10 The service provider will ensure that the CRM platform complies with relevant security and data protection standards and that records are regularly backed up.
- 8.11 The service provider will ensure that both its staff and users of the Clearing House Database website are properly trained on how to handle and store records on the system.
- 8.12 The service provider will ensure that users of the Clearing House Database and website maintain the security of the system through individual password access, regular expiry of passwords and requirements for users to have a password containing numeric and non-numeric characters, symbols and capital letters and are a minimum of eight characters long.
- 8.13 In respect of other records kept by the service provider, the service provider must have Information Management policies governing the secure storage of records. These policies must be consistent with the information contained in the GLA's Rough Sleeper Services Information Sharing Protocol and the standards set out in appendix B.

8.c Confidentiality

- 8.14 The service provider must have a confidentiality policy and must provide a copy to the GLA upon request. The policy must also be available to service users in an appropriate format and must be explained to them upon entry into the service.
- 8.15 The confidentiality policy must be compatible with the GLA's Rough Sleeper Service Information Sharing Protocol (see appendix C).
- 8.16 Service users should be asked to give their consent for their information to be recorded on the Clearing House Database as part of their referral. Referring agencies must be made aware of the requirement to explain the data protection declaration carefully to their clients.
- 8.17 Service users whose information are recorded on the Clearing House Database, and staff in referring agencies, TSTs and housing providers, should be advised of the type of information recorded, what can or must be disclosed without their consent, and their rights to see information recorded about them. This should include a recognition that information is used for some non-service delivery purposes such as research and policy work.
- 8.18 The consent service users give should not be a blanket, wide ranging consent to disclosure. Data subjects should be made aware of what information will be routinely shared, with whom and under what circumstances. In other cases, the data subject's specific consent must be obtained as the need arises.
- 8.19 The service provider must ensure that everyone engaged in the service understands their responsibilities with respect to confidentiality and data protection and can demonstrate evidence of compliance with their procedures. This includes employees, volunteers, self-employed workers, consultants or contractors. The service provider will promote these same standards amongst all organisations with users of the Clearing House.
- 8.20 The procedure must comply with the Data Protection Act 1998 and any contractual requirements. It should also cover accuracy and consistency of record keeping, security of data, information to service users, and consent for disclosure requirements and identify responsible persons.
- 8.21 Contracts of employment, volunteering agreements, contracts with consultants and others should include a clause making explicit the person's responsibilities for confidentiality and data protection. The confidentiality policy should also cover actions to be taken if a staff member breaches confidentiality by unnecessarily passing on information about a service user.

8.d Whistle blowing

- 8.22 The Public Interest Disclosure Act 1998 provides for the protection of individuals who make certain disclosures of information in the public

interest and to allow such individuals to bring action in respect of victimisation following such a disclosure.

8.23 The service provider shall produce internal guidelines for staff setting out that:

- it is the responsibility of all staff to act on any suspicion or evidence of abuse or neglect and to pass their information to the responsible person/agency
- whistle blowers will receive support and protection in accordance with the Act
- staff can contact the GLA or a relevant regulatory body in situations where they have concerns about operations and the service provided.

9 Safeguarding and serious incidents

9.1 The service provider shall prepare its own internal guidelines to protect adults, children and young people from abuse.

9.2 These guidelines must be consistent with the GLA's Safeguarding and Serious Incidents Policy, see appendix E.

9.3 The service provider shall immediately bring to the attention of the GLA any allegation, complaint or suspicion of abuse by or regarding any service user, whether the suspected abuser is employed by the service provider or by any other person.

9.4 The service provider shall prepare its own internal guidelines and procedures with respect to the handling of serious and untoward incidents that occur within or around the service or relate to staff, service users or any other person associated with the service. These must be compatible with the GLA's Safeguarding and Serious Incidents Policy.

9.5 The service provider shall record in writing any serious incident that occurs in the provision of the service and report the incident to GLA in line with the procedures set out in the GLA's Safeguarding and Serious Incidents Policy.

10 Complaints and appeals

10.1 The service provider should have a Complaints and Appeals Policy, which is made available to stakeholders, housing providers, referring agencies, outreach teams and service users.

10.2 The policy should be available to the GLA upon request.

10.3 The policy should encourage all forms of service user feedback.

10.4 All complaints or appeals must be responded to within ten working days.

- 10.5 Complaints and appeals should be monitored and regularly reported to the organisation's governing body. Outcomes from complaints should be included within the report.
- 10.6 The service provider will report on: the number of complaints and appeals received, the response times and the outcomes. Any actions or changes to Clearing House processes undertaken as a result of a complaint, appeal or suggestion will be included in the report and must be approved by the GLA.
- 10.7 Complaints and appeals should be monitored in such a way that any potential equality issues can be identified.
- 10.8 Service users should be supported in their decision to make a complaint or appeal a decision by any means appropriate.
- 10.9 The provider must adhere to the GLA's Safeguarding and Serious Incidents policy and every complaint or appeal should be assessed against these.
- 10.10 Complaints and appeals which pass through the service provider's complaints and appeals process without resolution should be referred to the GLA.

11 End user and rough sleeper involvement

- 11.1 It is expected that service users' needs and views should be at the centre of service delivery and development.
- 11.2 Service Users must be made aware of the following:
- how to make a complaint
 - details of all relevant Clearing House policies that pertain to them i.e. "one nomination" policy, under 35 referral offer, RS205+s referral offer.
 - details of the protection of vulnerable adults policy and how to report any abuse, either received or viewed
 - details of the equal opportunities and diversity policy
- 11.3 The service provider must assist those who require language translation or alternative methods of communication to receive these.
- 11.4 The service provider will need to demonstrate how they will encourage and support service users to be involved in the decision making processes regarding the development of the service they receive.
- 11.5 The service provider should be committed to moving to a service model where service users are involved in decisions about staffing, management and governance.

- 11.6 The service provider should seek to appoint former rough sleepers to paid and voluntary positions within its organisation where appropriate.
- 11.7 The service provider needs to adopt a variety of approaches to user involvement and consultation that may include, but is not limited to:
- service user produced newsletters
 - focus groups based around specific purposes
 - qualitative one to one interviews
 - telephone feedback
 - annual formal service user satisfaction survey
- 11.8 The service provider will be committed to producing visible follow-up on ideas and proposals from service user involvement.
- 11.9 However, service users should not be obliged to attend meetings and other events (including social events) organised by the service provider.

12 Communications and intellectual property

- 12.1 The service provider will ensure that the service is well promoted throughout London, specifically to the following constituent groups:
- referring agencies – hostels, outreach teams
 - key stakeholders – local authority commissioners, street population coordinators
 - housing providers
 - TSTs.
- 12.2 The service provider will work with the GLA so that the available marketing materials will reflect local need and include:
- advertise the service available, criteria for referral and what the service is able to offer
 - information on induction sessions being offered and how to request a site visit
 - best practice guidance and information sheets regarding use of the Clearing House Database website.
- 12.3 The GLA will own all intellectual property rights in any documentation created by the service provider. Any third party intellectual property will be owned by the relevant supplier.
- 12.4 The service provider cannot use material produced as part of the delivery of Clearing House for publicity purposes without the express consent of the GLA.
- 12.5 The GLA retains the intellectual property rights on the Clearing House Database and website and all the information contained therein.

13 Additional requirements

- 13.1 The GLA is interested in working with the service provider on any ideas for developing the service innovatively at no extra costs or within the existing contract price throughout the contract period.
- 13.2 The service provider may be required to provide the GLA with additional information as requested from time to time. A response should be provided within 24 hours to all requests made from the GLA.
- 13.3 The service provider is required to work in close partnership with the GLA and be open to new ideas on developing the service throughout the contract period.

14 Schedule 3 appendices

Appendix A – Activity Targets and Supporting Evidence Requirements
Appendix B – Information Governance and Data Protection Standards
Appendix C – GLA Rough Sleeper Services Information Sharing Protocol
Appendix D – Performance Monitoring Report Template
Appendix E – GLA Rough Sleeper Services Safeguarding and Serious Incidents Policy.
Appendix Fi – Financial Monitoring Statement Template
Appendix Fii – Staffing Monitoring Statement Template
Appendix G – Schedule of all Reports Currently Produced.
Appendix H – Example of the current Clearing House Quarterly Monitoring Report
Appendix I – Current Clearing House Referral Form – updated May 2016
Appendix J – Transfers and Mutual Exchange Policy
Appendix K – Clearing House Neutrality Statement
Appendix L – Payment by results, milestones and contract monitoring (Tenancy Support - North)
Appendix M – Payment by results, milestones and contract monitoring (Tenancy Support - South)

Note:

Appendix A follows on page 106

Appendices B – M provided electronically; CD enclosed with the contract

Appendix A amended May 2016

SCHEDULE 4 - CHARGES

SUMMARY OF ANNUAL COSTS

Rough Sleeper Services Commencing April 2016

Lot Ref & Description

CLEARING HOUSE

Organisation name

St. Mungo's Broadway

Budget Summary

Annual Cost of Service £.pp (excl. VAT)

Staff Costs

£166,903

Other Direct Costs

£18,200

Central Overheads

£24,889

**Total Annual Costs
(excluding VAT)**

£209,992

BUDGETARY BREAKDOWN

Rough Sleeper Services Commencing April 2016

Lot Ref & Description

CLEARING HOUSE

Organisation name

St. Mungo's Broadway

A - Staff Costs	A1. Front-line staffing	£138,208
	A2. Management costs	£28,695
	Total	£166,903

B - Other Direct Costs	B1. Licences	£5,500
	B2. System Development	£2,500
	B3. Salesforce training	£3,000
	B4. iPads & Mobile	£1,500
	B5. Travel	£800
	B6. Marketing	£1,750
	B7. Publications	£120
	B8. Temps	£3,030
	Total	£18,200

C - Central Overheads	C1. Directorate	£3,189
	C2. Office Costs	£13,800
	C3. IT system	£4,600
	C4. Insurance	£690
	C5. Printing, Postage, Stationary	£1,000
	C6. Recruitment	£690
	C7. Training	£920
	Total	£24,889

SCHEDULE 5 - PROJECT PLAN

SEE APPENDIX 1 (ATTACHED) FOR PROJECT PLAN

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	•

..... (print name)

..... For the Authority (signed)

• ACCEPTANCE BY THE SERVICE PROVIDER	•
•	•
•	•
•	•
• Date	• Signed
	•

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

NOT APPLICABLE

SCHEDULE 8 – RE-TENDER COOPERATION

The Service Provider's obligations to cooperate at the re-tender stage are set out in the specification and within Schedule 2 clause A21 in relation to transfer of employees.