

Track and Tunnel Cleaning and Graffiti Removal Services

between

LONDON UNDERGROUND LIMITED
as Company

and

Cleshar Contract Services Limited
as Supplier

For the supply of: **Track and tunnel cleaning services and graffiti removal services**

Contract Reference Number TfL 00916 - Track and tunnel cleaning services and graffiti removal services

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THIS DEED is made on the 28 day of JANUARY 2020

BETWEEN:

- (1) **LONDON UNDERGROUND LIMITED**, (the "Company" which expression shall include its successors, transferees and assignees), a company registered in England and Wales under number 01900907 and having its registered office at 5 Endeavour Square, Stratford, London E20 1JN; and
- (2) **Cleshar Contract Services Limited** (the "Supplier"), a company registered in England and Wales under number 02742648 and having its registered office at Heather Park House, North Circular Road, Stonebridge, London NW10 7NN

(each a "Party" and together the "Parties").

BACKGROUND

- (A) Pursuant to a notice published in RISQS, the Company invited expressions of interest from appropriately qualified organisations for services relating to the provision of the Services (as defined in Clause 1 below).
- (B) The Supplier has submitted proposals to the Company setting out how it will perform the Services as required by this Contract.
- (C) The Company has selected the Supplier as the most economically advantageous tenderer to provide the Services pursuant to this Contract.
- (D) Therefore, the Company has agreed to buy and the Supplier has agreed to provide the Services on the terms and conditions set out in this Contract.
- (E) This Contract may be utilised by the Company or any other member of the TfL Group.

THIS DEED WITNESSES as follows:

PART 1: INTERPRETATION

1. Definitions and Interpretation

1.1 In this Contract, the following definitions shall have the following meanings:

"Abatement" has the meaning given to it in Schedule 11 (Performance Measurement).

"Additional Works" has the meaning given to it in Part 1 of Schedule 5 (Additional Works).

"Affected Party" means the Party affected by a Force Majeure Event.

"Affiliate" means in relation to any person, any holding company or subsidiary of that person or any subsidiary of such holding company, and "holding company" and "subsidiary" shall have the meaning given to them in section 1159 of the Companies Act 2006 save that for the purposes of determining whether one entity is an Affiliate of another any transfer of shares by way of security or to a nominee of the transferor shall be disregarded.

"Applicable Laws" means, depending on the context, all or any laws, statutes, proclamations, recommendations, codes of practice, by-laws, directives, Regulations, statutory instruments, rules, orders, rules of court, delegated or subordinate legislation, rules of common law or any European Union legislation (including any declarations of conformity) at any time or from time to time in force in the United Kingdom and which are or may become applicable to this Contract, any agreement or document referred to in this Contract, or for the performance of the Services.

"Asset Management System" means the Company's asset management system used for the planning, recording and management of maintenance work and any updates to the system from time to time.

"BAFO" means 'best and final offer'.

"Cessation Plan" means a plan agreed between the Parties or determined by the Company in accordance with Clause 75.1 to give effect to a Declaration of Ineffectiveness or a Public Procurement Termination Event.

"Change of Control" when applied to any person, shall be treated as occurring if any other person, or any other persons who together at the date of this Contract, Control such person subsequently ceases or together cease to Control it or if after the date of this Contract any person, or persons together, which did not have Control of that person at the date of this Contract but at any time thereafter acquire(s) Control of that person.

"Commencement Date" means the date specified as such in Schedule 1 (Detailed Terms).

"Company Party" means an officer, agent, contractor, employee or sub-contractor (of any tier) of the Company acting in the course of his office or employment or appointment (as appropriate), but excluding the Supplier and any Supplier Parties.

"Company's Representative" means the person appointed by the Company and named as such in Schedule 1 (Detailed Terms).

"Competent Authority" means any legislative, judicial, regulatory or administrative body or agency (or any subdivision of any of them) of the United Kingdom or of the European Union or any supranational body which has rulemaking power or whose directives, decisions, instructions, rulings, laws or regulations are directly enforceable against either of the Parties in connection with the performance of this Contract.

"Confidential Information" means any information given orally or in writing which is a trade or business secret or method; technical know-how; personal data which relates to a living individual who can be identified from that information; information relating to any crime, breach of statutory duty or criminal investigations; information relating to the protection of prominent persons, national security, counter-terrorism or other information relating to the provision of police services for any national or international purpose; information relating to the Company's obligations in accordance with sections 118 to 121 of the Railways Act 1993; confidential financial information including but not limited to taxation information and returns to shareholders; and any other information that a Party would reasonably expect to be able to protect by virtue of business confidentiality provisions.

"Consequential Loss" means in relation to a breach of this Contract or other circumstances in which a Party is entitled to recover any costs, expenses or liabilities

suffered or incurred, loss of profit, loss of revenue, loss of contract, loss of goodwill and/or other financial loss resulting from such breach and whether or not the Party committing the breach knew, or ought to have known, that such loss would be likely to be suffered as a result of such breach.

"Contract" means this contract made between the Company and the Supplier.

"Contract Information" means (i) this Contract in its entirety (including from time to time agreed changes to this Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 17 which shall consist of the Supplier's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount.

"Contract Innovation Efficiency" or "CIE" has the meaning given to it in Schedule 18 (Contract Innovation Efficiency).

"Contract Mobilisation and Transition Plan" means the plan set out in Appendix 1 (Contract Mobilisation and Transition Plan) to Schedule 16 (Mobilisation Requirements).

"Contract Price" means the price stated in Schedule 1 (Detailed Terms).

"Contract Reference Number" means the number shown on the front page of this Contract.

"Contract Variation Procedure" means the procedure set out in Schedule 5 (Contract Variation Procedure).

"Contract Year" means each period of 12 consecutive calendar months starting on the Services Commencement Date.

"Contractual Documentation" means all documentation and information agreed to be delivered by the Supplier in accordance with this Contract including without limitation records, reports, documents, papers, unpatented designs, drawings, data specifications, manufacturing or work processes, testing procedures, relevant computer data and all other technical business and similar information originated by or on behalf of the Supplier in accordance with this Contract.

"Control" means, in relation to a body corporate, the ability of a person (or any persons acting together) to ensure that the activities and business of that body corporate are conducted in accordance with the wishes of that person (or those persons), and a person (or persons) shall be deemed to have Control of a body corporate (amongst other things) if, directly or indirectly, that person possesses or is entitled to acquire (or those persons possess or are entitled to acquire): (i) the majority of the issued share capital in that body corporate; or (ii) the majority of the voting rights in that body corporate; or (iii) the right to receive the majority of the income of that body corporate on any distribution by it of all of its income or the majority of its assets on a winding-up; or (iv) the right to appoint a majority of the directors to the board of that body corporate, and "Controlling", "Controlled" and "Controller" shall be construed accordingly.

"CPI" means the Consumer Prices Index published by the Office for National Statistics or failing such publication or in the event of a fundamental change to the index, such other index as the Parties may agree, or such adjustments to the index as the Parties may agree (in each case with the intention of putting the Parties in a no

better or worse position than they would have been had the index not ceased to be published or the relevant fundamental change not been made) or, in the event that no such agreement is reached, as may be determined in accordance with the provisions of Schedule 12 (Dispute Resolution Procedure).

"Data Protection Legislation" means:

- (A) any legislation from time to time in the United Kingdom which implements the European Community's Directive 95/46/EC and Directive 2002/58/EC, including but not limited to the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- (B) Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "General Data Protection Regulation");
- (C) any other legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data (as such terms are defined in section 1(1) of the Data Protection Act 1998); and
- (D) any statutory codes of practice issued by the Information Commissioner's Office of the United Kingdom in relation to such legislation.

"Declaration of Ineffectiveness" means a declaration of ineffectiveness in relation to this Contract made by a court of competent jurisdiction in accordance with Regulation 98 of the Public Contracts Regulations 2015 (as amended) or Regulation 113(2)(a) or Regulation 118(3) of the Utilities Contracts Regulations 2016 (as amended).

"Disclosed Data" means information relating to the provision of the Services disclosed to the Supplier and its shareholders and advisers before the date of this Contract including the Invitation to Tender.

"Dispute" has the meaning given to that term in Clause 64.

"Documentation" means all documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and/or other material produced or supplied by or on behalf of the Supplier in the performance of this Contract and whether in paper form or stored electronically.

"Emergency" means an event causing or, in the reasonable opinion of a Party, threatening to cause death or injury to any individual, or serious disruption to the lives of a number of people or extensive damage to property, or contamination of the environment in each case on a scale beyond the capacity of the emergency services, or preventing the Services operating under normal circumstances and requiring the mobilisation and organisation of the emergency services.

"Energy Technology List" means the government-managed list of energy-efficient plant and machinery that forms part of the Enhanced Capital Allowance scheme;

"Enhanced Capital Allowance" means the enhanced capital allowance scheme for energy saving technologies (first published on 15 October 2015) as amended from time to time by the Department for Business, Energy & Industrial Strategy and "Enhanced Capital Allowances" shall be construed accordingly.

"Environmental Claim" means receipt by the Company in connection with any pollution or contamination of the environment of:

- (A) any written claim, demand, suit or notice from a third party, including a Regulatory Authority ("Regulatory Authority" means any government entity or other public or quasi-public authority or privatised utility having responsibility for any matters concerning the environment, or Environmental Law) or any order of the court of competent jurisdiction in connection with an alleged breach of Environmental Law; or
- (B) any charge or condition imposed by any Regulatory Authority or any notice served by any Regulatory Authority requiring Remediation (including any written indication from any Regulatory Authority that a requirement to carry out Remediation will be imposed on the Company unless the Company agrees to carry out Remediation voluntarily).

"Environmental Law" means all and any laws, including common law, legislation, codes of practice, notices, judgments, decrees, Regulations, applicable clean-up standards, circulars, guidance notes (statutory or otherwise), as may be enacted, adopted, amended or supplemented, concerning the protection of human health, or the environment or the conditions of the work place.

"Equipment" means equipment (not being Free Issue Materials) supplied by the Company to the Supplier without charge and intended for use by the Supplier exclusively in the provision of Services under this Contract.

"Escalation Procedure" has the meaning given to it in Schedule 11 (Performance Measurement).

"Ethical Trading Initiative Base Code" or "ETI Base Code" means the ETI Base Code referred to in Clause 34 and set out in Appendix 1 to Schedule 14 (Responsible Procurement) of the Contract.

"Excepted Liabilities" means the liability of the Supplier for:

- (A) any Abatement levied in accordance with this Contract;
- (B) any costs of the Supplier of performing its obligations under this Contract, including but not being limited to the costs of re-performing the Services as required by Clause 19.3;
- (C) any compensation on termination amounts pursuant to Clause 44.2;
- (D) any taxes, whether payable under any Applicable Laws or pursuant to this Contract
- (E) Losses against which the Supplier is entitled to an indemnity under any policy of insurance (or would have been entitled but for any breach of or failure to maintain such insurance);
- (F) Losses caused by fraudulent acts, including fraudulent misrepresentation or acts of a criminal nature;
- (G) Losses caused by the Supplier committing a Prohibited Act or Safety Breach;

- (H) loss of or damage to any property (including the TfL Network and Sites and any other property belonging to the Company or for which it is responsible);
- (I) claims made against the Company by third parties (whether under contract, tort, breach of statutory duty or otherwise);
- (J) any Losses against which the Company is indemnified under Clause 30;
- (K) any Losses against which the Company is indemnified under Clause 36.9;
- (L) death or personal injury caused by the Supplier's negligence or that of its personnel; and
- (M) any interest due as a result of any late payments of any of the Excepted Liabilities.

"Expiry Date" means the date specified as such in Schedule 1 (Detailed Terms), as may be extended pursuant to the provisions of Clause 2.2.

"Existing Contracts" means any and all contracts, whether current, expired or terminated, pursuant to which goods or services have been supplied or provided by the Supplier (in the capacity of contractor or sub-contractor) to the Company or any member of the TfL Group.

"Final Warning Notice" has the meaning given to it in Clause 43.3.

"Financial Year" means 1st April to 31st March each year.

"Force Majeure Event" means any of the following (or any circumstances arising as a consequence of any of the following) if and only to the extent that such event or circumstances is or are not caused by, and their effects are beyond the reasonable control of, a Party affected by such an event or circumstances and which have an adverse effect on the Party affected by such an event or circumstances and such Party's ability to perform its obligations under this Contract and is not an event or circumstances (i) whose effect the Party affected by such an event is otherwise required to avoid or provide against (other than by way of insurance) under this Contract or (ii) which the Party affected by such an event could reasonably have avoided or provided against:

- (A) war, invasions, acts of foreign enemies, hostilities (whether war be declared or undeclared), civil war, civil unrest, rebellion, revolutions, insurrection, military or usurped power, confiscation, or requisition by or under the order of any government or public or local authority; or
- (B) nuclear, chemical or biological contamination including ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

"Free Issue Materials" means materials, apparatus and components supplied by the Company to the Supplier without charge and intended for use by the Supplier exclusively in the provision of Services under this Contract.

"Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time from a skilled, competent and experienced contractor seeking in good faith to comply with all its contractual obligations and all Applicable Laws (whether or not binding on the Company), and engaged in the same type of undertaking and under the same or similar circumstances as those envisaged by this Contract.

"GLA Act" means the Greater London Authority Act 1999 relating to the formation of the Greater London Authority.

"Greater London" has the meaning ascribed to it in the GLA Act.

"Guarantor" means CCS Group Plc a company registered in England and Wales under company number 03089060.

"Health and Safety Plan" has the meaning given in Schedule 6 (Health, Safety, Quality and Environmental Requirements).

"Infrastructure Manager" has the meaning ascribed to it in the Railways and Other Guided Transport Systems (Safety) Regulations 2006.

"Intellectual Property Rights" means any intellectual property rights in any part of the world and includes but is not limited to all rights to, and interests in, any patents (including supplementary protection certificates), designs, trade-marks, service marks, trade and business names and get up, moral rights, domain names, copyright and neighbouring rights, databases, semi-conductors, know how, knowledge, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) whether registered or not in respect of any technology, technique, concept, idea, style, scheme, formula, system, logo, mark or other matter or thing, existing or conceived, used, developed or produced by any person, together with all applications and rights to apply for registration or protection of such rights, Confidential Information relating to those rights, material embodying those rights and in each case rights of a similar or corresponding character.

"Interest Rate" means the percentage above the base rate from time to time of the Bank of England as specified in Schedule 1 (Detailed Terms).

"Invitation to Tender" or "ITT" means the invitation to tender issued through the TfL e-tendering portal.

"Key Personnel" means Supplier Personnel identified as such in Schedule 17 (Key Personnel) and any changes to the same that are made in accordance with Clause 31.

"London Living Wage" means the basic hourly wage (before tax, other deduction and any increase for overtime) as may be revised from time to time by the Mayor or any other relevant Competent Authority.

"Losses" means any expense, liability, loss, claims, fines, damages, costs (including reasonable legal and other professional fees and disbursements), penalties, settlements and judgments incurred by the Company, its employees or agents (which, for the avoidance of doubt, shall include a Replacement Employer).

"Mayor" means the person from time to time holding the office of Mayor of London as established by the GLA Act.

"Necessary Consents" means any permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of any of the Supplier's obligations under this Contract, including those required in order to comply with Applicable Laws, Standards or as a result of the rights of any third party.

"Notice to Proceed" has the meaning given to that term in Clause 47.2(B).

"Notified Sum" has the meaning given to that term in Clause 17.4.

"Occasion of Tax Non-Compliance" means:

- (A) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
 - (1) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; and/or
 - (2) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent of similar regime; and/or
- (B) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a penalty for civil fraud or evasion.

"Operator" means a person with statutory duties to provide or secure the provision for Greater London of public passenger services by railway or a person who secures the provision of such services through appropriate contractual arrangements.

"Payment Application" has the meaning given to that term in Clause 17.1.

"Period" means the Company's accounting periods as notified from time to time by the Company to the Supplier, each such Period being of between 25 and 32 days and one of 13 periods during the Company's Financial Year.

"Persistent Breach" means a breach for which a Final Warning Notice has been issued, which has continued for more than ten (10) Working Days or recurred in three (3) or more months within the six (6) month period after the date on which such Final Warning Notice is served on the Supplier.

"Personal Data" has the meaning given to it in the Data Protection Legislation.

"Pre-Qualification Questionnaire" or "PQQ" means the pre-qualification questionnaire issued through the TfL e-tendering portal.

"Processing" or "processing" has the meaning given to it in the Data Protection Legislation.

"Prohibited Act" means:

- (A) offering or agreeing to give to any servant, employee, officer or agent of the Company any gift or consideration of any kind as an inducement or reward:
 - (1) for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with the Company; or
 - (2) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Company; or
- (B) entering into this Contract or any other contract with the Company with which commission has been paid or has been agreed to be paid by the Supplier or on its behalf or to its knowledge unless, before this Contract is entered into, particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Company; or
- (C) committing an offence:
 - (1) under the Bribery Act 2010;
 - (2) under legislation creating offences in respect of fraudulent acts; or
 - (3) at common law in respect of fraudulent acts,in relation to this Contract or any other contract with the Company; or
- (D) defrauding or attempting to defraud the Company.

"Public Procurement Termination Event" means:

- (A) the Contract has been subject to any substantial modification which would require a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 or Regulation 88(8) of the Utilities Contracts Regulations 2016; or
- (B) if the Company determines that the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations contained under the EU Treaties and applicable procurement Regulations.

"Quality Management Plan" has the meaning given in Schedule 6 (Health, Safety, Quality and Environmental Requirements) as amended from time to time.

"Quarter" means respectively each or all of Periods 1 to 4, 5 to 7, 8 to 10 and 11 to 13 in each Contract Year, and "Quarterly" will be construed in line with this definition.

"QUENSH" has the meaning given to it in paragraph 1.2(b)(i) of Part A (Safety) of Schedule (Health, Safety, Quality and Environmental Requirements).

"Regulations" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or

supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

"Relevant Tax Authority" has the meaning given to it in the Cabinet Office Procurement Policy Note: Measures to Promote Tax Compliance - Action Note 06/13 dated 25 July 2013.

"Relief Event" has the meaning given to it in Clause 29.

"Remediation" means any or all investigation, sampling, analysing, removing, remedying, cleaning up, abating, containing, controlling or ameliorating the presence in or effects on the Environment of any contamination or pollution including, but without limitation, the removal, treatment and disposal of material and the treatment and monitoring of ground waters and gases and emissions and the obtaining of expert technical, legal and other professional advice (including all project management functions).

"Replacement Employer" has the meaning given to it in Clause 30.

"Responsible Procurement Policy" means the policy document entitled the "GLA Group Responsible Procurement Policy" dated March 2006, updated in January 2008 and as may be amended.

"Safety Breach" means a material breach of any obligation under this Contract caused by the gross incompetence of or wilful default by the Supplier (or anyone employed by or acting on behalf of the Supplier) or any of its agents which has materially affected the safe operation of the TfL Network and/or Sites or the safety of the Company's customers, staff or any other person.

"Services" means the services stated in the Specification or any other part of this Contract to be performed by the Supplier under this Contract and any services, functions or responsibilities which may reasonably be regarded as incidental to the supply of the Services and/or anything necessary to comply with them and which may reasonably be inferred from this Contract.

"Services Commencement Date" means the date specified as such in Schedule 1 (Detailed Terms).

"Site" means the work areas detailed in Schedule 1 (Detailed Terms) and/or the Specification and such other work areas as the Company may allow the Supplier to access (subject to and in accordance with Clause 21) in order to perform the Services.

"Specification" means the description of the services to be provided by the Supplier in accordance with this Contract contained in Schedule 3 (Specification).

"Standards" means the Category 1 and 2 Standards and Draft Category 1 and 2 Standards and such European, British and International Standards and associated Codes of Practice required by the Company for the Supplier to perform the Services in accordance with Good Industry Practice. A full set of current Standards is available for the Supplier's use on-line at the LU Standards e-library or as notified to the Supplier.

"Sub-Contract" means a contract between the Supplier and a Sub-Contractor.

"Sub-Contractor" means a sub-contractor to the Supplier, being the counterparty of a contract with the Supplier involved in the supply of goods, facilities or services necessary for or related to the provision of the Services (or any part of them).

"Supplier Default" has the meaning given to it in Clause 43.

"Supplier Party" means:

- (A) an officer, servant or agent of the Supplier or any Affiliate of the Supplier and any officer, servant or agent of such a person;
- (B) any Sub-Contractor of the Supplier, and any of their officers, servants or agents; and
- (C) any person on or at any Site at the express or implied invitation of the Supplier (other than a Company Party).

"Supplier Personnel" means all employees, agents or consultants of the Supplier and the Supplier's Sub-Contractors from time to time.

"Supplier's Representative" means the person appointed by the Supplier and named as such in Schedule 1 (Detailed Terms).

"Termination Notice" means a notice of termination issued in accordance with this Contract.

"TfL" or "Transport for London" means Transport for London, a statutory body set up by the GLA Act.

"TfL Group" means Transport for London and all of its subsidiaries and their subsidiaries (as defined in Section 1159 of the Companies Act 2006) from time to time, together with Crossrail Limited (company number 04212657) and reference to any "member of the TfL Group" refers to TfL or any such subsidiary.

"TfL Network" means the assets owned, or used by, and/or the services provided by or on behalf of, any member of the TfL Group and "TfL Network" includes the Underground Network.

"Third Party Licence" means any third party licences, consents and permissions required to permit the Supplier to use the Asset Management System.

"Transparency Commitment" means the Company's commitment to publish its contracts, tender documents, and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Company's own published transparency commitments.

"Underground Network" means the stations and depots (wherever situate), assets, systems, track, and other buildings which are used in the maintenance and provision of the underground service known as "London Underground".

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and legislation (whether delegated or otherwise) supplemental thereto, or in any primary or secondary legislation promulgated by the European Union or any official body or

agency of the European Union, and any similar sales, consumption or turnover tax replacing or introduced in addition to the foregoing.

"Variation Order" means the written authorisation from the Company to a Variation Proposal in accordance with the Contract Variation Procedure.

"Variation Proposal" means the written proposal put forward by the Company or the Supplier to vary this Contract in accordance with the Contract Variation Procedure in substantially the form set out in Appendix 1 (Form of Variation Proposal/Variation Order) to Schedule 5 Part A (Contract Variation Procedure).

"Water Technology List" means the government-managed list of energy-efficient plant and machinery that forms part of the Enhanced Capital Allowance scheme.

"Working Day" means any day of the week (other than Saturday or Sunday) which is not an English bank holiday, or public holiday.

- 1.2 The headings in this Contract are only for convenience and shall not affect its interpretation.
- 1.3 Where appropriate, the singular includes the plural and the masculine includes the feminine and vice versa.
- 1.4 Any reference to "writing" means a communication consisting of words in any legible and visible form, including words produced by any form of electrical or mechanical means and in typed, electronic or printed format as well as in manuscript, and "written" shall be construed accordingly.
- 1.5 A reference to a Clause or a Schedule shall be to a Clause of or, as the case may be, a Schedule to this Contract and references to this Contract include its recitals and Schedules.
- 1.6 References to (or to any specified provision of) this Contract or any other document shall be construed as references to this Contract, that provision or that document as in force for the time being and as from time to time amended in accordance with the terms of this Contract or the document in question.
- 1.7 A reference to any Applicable Laws and Standards also includes a reference to the Applicable Laws and Standards as from time to time amended, extended or re-enacted.
- 1.8 References to a person, firm or company shall include any individual company, unincorporated association or body (including a partnership or joint venture) or other entity whether or not having a separate legal personality.
- 1.9 Any obligation on a Party to do or not do any act, matter or thing includes an obligation to procure that it is done or not done (as the case may be).
- 1.10 Words preceding the words "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words.
- 1.11 In the event that a conflict, ambiguity or inconsistency exists between the Clauses of this Contract and the Schedules or between any of the Schedules, then (save as expressly provided in this Contract) the order of precedence shall be as follows:

- (A) the Clauses of this Contract;
 - (B) the Schedules to this Contract (equal priority, but subject to this Clause 1.11); and
 - (C) any other document referred to in, or incorporated by reference into, this Contract.
- 1.12 If there is any inconsistency between any diagram and any text, the text shall take precedence.
- 1.13 In the event of any inconsistency between the Schedules and the Parts, Annexes or Appendices thereto, the Schedules shall prevail.
- 1.14 Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of the Company, nor the failure of the same shall, unless otherwise expressly stated in this Contract, relieve the Supplier of any of its obligations under this Contract or of any duty which it may have hereunder to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of the approval, consent, examination, acknowledgement or knowledge.
- 1.15 Where this Contract contemplates that the Company may elect, determine, approve, reject, consent, nominate, appoint, decide, specify, permit or consider any matter or thing, the Company may make such election, determination, approval, rejection, consent, nomination, appointment, decision, specification, permission or consideration in its absolute discretion without being required to give reasons, unless this Contract expressly requires otherwise.
- 1.16 Where this Contract contemplates that the Company may elect, determine, approve, reject, consent, nominate, appoint, decide, specify, permit or consider any matter or thing, this means in advance and in writing in order for the Supplier to be able to place reliance on it.
- 1.17 This Contract was drafted with the joint participation of the Parties and no provision of this Contract will be construed adversely to a Party solely on the ground that such Party was responsible for the preparation of this Contract or that provision.
- 1.18 Where used in any part of this Contract the phrase "reasonable endeavours" shall be taken to mean an obligation to do whatever could reasonably be done in the circumstances to fulfil the obligation concerned by:
- (A) a responsible and sufficiently funded contractor acting in accordance with Good Industry Practice (in the case of the Supplier); or
 - (B) a responsible customer receiving the Services (in the case of the Company).

PART 2: CONTRACT MANAGEMENT AND COMMENCEMENT

2. Duration and Option to Extend

- 2.1 This Contract and the rights and obligations of the Parties (excluding the obligations of the Supplier to provide the Services but including the Supplier's obligation to comply with Schedule 16 (Mobilisation Requirements) and the Contract Mobilisation and Transition Plan) shall take effect on the Commencement Date and (save in the event of earlier termination) shall continue until the Expiry Date unless extended in accordance with Clause 2.2. The obligation of the Supplier to provide the Services shall take effect on the Services Commencement Date and (save in the event of earlier termination) shall continue until the Expiry Date unless extended in accordance with Clause 2.2.
- 2.2 The Company shall at its sole option be entitled at any time prior to the date falling no later than twelve (12) months prior to the Expiry Date to serve notice on the Supplier of its decision to extend this Contract for a period of up to twenty (24) months ("the Extension Period") either in respect of all or part of the Services.
- 2.3 The provisions of this Contract shall continue to apply mutatis mutandis to any such extension of this Contract (other than Clause 2.2 containing the option to extend and subject to any variations as may be agreed by both Parties).
- 2.4 Save as otherwise may be agreed, the Contract Price at the start of the Extension Period shall be the Contract Price in the immediately preceding twelve (12) months prior to the Extension Period, indexed in accordance with the provisions of Schedule 2 (Payment).
- 2.5 On receipt of notice further to Clause 2.2 from the Company by the Supplier, this Contract shall be deemed extended accordingly.

3. Due Diligence

- 3.1 The Supplier acknowledges and agrees that the Company has delivered or made available the Disclosed Data and that the Supplier has:
- (A) satisfied itself of all details relating to the Specification;
 - (B) satisfied itself as to the assets to which it will acquire rights and the nature and extent of the risks assumed by it under this Contract;
 - (C) gathered all information necessary to perform its obligations under this Contract and other obligations assumed, including:
 - (1) information as to the nature, location and condition of all relevant land (including hydrological, geological, geo-technical and sub-surface conditions);
 - (2) information relating to all relevant archaeological finds, areas of archaeological, scientific or natural interest;
 - (3) information relating to local conditions and facilities and the quality of existing structures;

- (4) obtaining all surveys, information and any and all data and any supporting documentation necessary for carrying out its obligations under this Contract; and
 - (5) raising all relevant due diligence questions with the Company before the date of this Contract.
- 3.2 The Company shall not be liable for any costs arising from the Supplier's failure to perform its obligations under this Clause 3 or from any actual or perceived lack by the Supplier of information or knowledge.
- 3.3 The Supplier shall not in any way be relieved from any obligation under this Contract nor shall it be entitled to make any claim against the Company on grounds that any information, whether obtained from the Company or otherwise (including information made available by the Company), is incorrect or insufficient and shall make its own enquiries as to the accuracy and adequacy of that information.
- 3.4 The Supplier acknowledges, represents and warrants that:
 - (A) the Company has relied upon the Supplier's expertise and professionalism in the carrying out of all due diligence activities in relation to this Contract including the requesting of and verification of all Disclosed Data; and
 - (B) the Disclosed Data, together with the Supplier's own expertise and knowledge of the Company's operations, are sufficient to enable the Supplier to satisfy itself:
 - (1) as to the scope and nature of the Services to be provided; and
 - (2) that it is able to perform its obligations under this Contract.
- 3.5 The Supplier shall not be entitled to any additional payment nor be excused from any liability under this Contract and has no right to make a claim against the Company as a result of:
 - (A) the Supplier misinterpreting any matter or fact relating to the Specification or this Contract; or
 - (B) the Supplier having failed to review the Disclosed Data or any documents referred to in the Disclosed Data.
- 3.6 Subject to Clause 3.7, no warranty, representation or undertaking (whether express or implied) is given by the Company as to the relevance, accuracy, completeness, adequacy or fitness for purpose of any Disclosed Data or that such information constitutes all of the information relevant or material to the Specification and the Services. The Supplier represents and agrees that it has placed and will place no reliance on the Disclosed Data and that it has made its own enquiries to satisfy itself as to the accuracy, adequacy and completeness of the Disclosed Data supplied to it in connection with this Contract. Accordingly, the Supplier shall not be relieved from any obligation under this Contract in connection with:
 - (A) the supply and the content of any Disclosed Data; and
 - (B) any representations or statements made in respect of any Disclosed Data, and

all liability on the part of the Company in connection with the matters set out at Clauses 3.5(A) and 3.5(B) is excluded to the extent permitted by Applicable Laws.

- 3.7 Nothing in this Clause 3 shall exclude any liability which the Company or any of its agents or employees would otherwise have to the Supplier in respect of any statements made fraudulently or fraudulent omissions to make statements prior to the Commencement Date.

4. Supplier Warranties

4.1 The Supplier warrants to the Company that:

- (A) it is properly constituted and incorporated under the laws of England and Wales and has all necessary authority, power and capacity to enter into this Contract, and that this shall remain the case until the Expiry Date;
- (B) it has entered into and executed this Contract by its duly authorised representatives in accordance with all procedures required by its governing laws and constitutional documents and all necessary corporate and other actions required to authorise the execution of, and the performance of its obligations under, this Contract have been taken by the Supplier and this Contract is executed on behalf of the Supplier by a duly authorised representative of the Supplier;
- (C) it has the right to grant to the Company and any member of the TfL Group all licences (including without limitation all rights to sub-licence) of all and any Intellectual Property Rights as contemplated in this Contract and such Intellectual Property Rights are not infringing upon the Intellectual Property Rights or infringed by the Intellectual Property Rights of any third party;
- (D) it has examined the Specification and all other documents forming this Contract and is not aware of any ambiguity or discrepancy within this Contract or between this Contract and any other documents which it is required to comply with which might adversely affect the carrying out of the Services for the Contract Price in accordance with the terms of this Contract;
- (E) at the Commencement Date there are no actions, suits or proceedings or regulatory investigations pending or, to the Supplier's knowledge (having made all due enquiry), threatened against or affecting the Supplier or any of its assets before any court or administrative body or arbitration tribunal that might affect the ability of the Supplier to meet and carry out its obligations under this Contract;
- (F) at the Commencement Date all information, representations and other matters of fact communicated in writing to the Company or its agents or employees in connection with the response of the Supplier to the Pre-Qualification Questionnaire and Invitation to Tender or in the course of negotiations in respect of this Contract are true, complete and accurate in all respects or were at the time they were made with any omissions or inaccuracies being notified to the Company by the Supplier prior to the Commencement Date by way of updating information;
- (G) as at the Commencement Date, the execution, delivery and performance by the Supplier of its obligations under this Contract will comply with Applicable

Laws and will not result in a default under any agreement by which the Supplier is bound or any order or decree of any court of competent jurisdiction or arbitrator which is binding on the Supplier, and which could prevent the supplier from entering into and performing its obligations under this Contract;

- (H) it has not (and none of its employees or contractors or agents or any employees of any contractors or agents has) committed any Prohibited Act in relation to this Contract prior to entering into or in entering into this Contract;
- (I) it has and will throughout the duration of this Contract have in place adequate procedures (as referred to in Section 7(2) of the Bribery Act 2010) designed to prevent persons associated with the Supplier from bribing any person with the intention of obtaining or retaining business for the Supplier or with the intention of obtaining or retaining an advantage in the conduct of business for the Supplier;
- (J) it has obtained or will obtain, at or before the time such Necessary Consents are required to be obtained, all Necessary Consents from time to time necessary to carry out its obligations under this Contract;
- (K) as at the date of this Contract there are no material facts or circumstances in relation to the financial position or operational constitution of the Supplier which have not been fully and fairly disclosed to the Company and which if disclosed might reasonably have been expected to affect the decision of the Company to enter into this Contract;
- (L) no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Supplier, having made all due enquiry, threatened) for the winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of the assets or revenues of the Supplier;
- (M) it has and until the Expiry Date will continue to have the expertise to supply the Services;
- (N) it has and will continue to have in place at all times, both before and after the Expiry Date, sufficient contractual obligations with any Supplier Parties who are directly involved in the provision of the Services and who need to know the Confidential Information to ensure that such Supplier Parties are aware of and comply with the obligations of confidence in Clause 37;
- (O) it is resident for tax purposes in (and only in) the UK, and undertakes that it will, at all times ensure that its affairs are conducted in a way which ensures they are and will remain resident for tax purposes in (and only in) the UK;
- (P) as at the date of this Contract, it has notified the Company in writing of any Occasion of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasion of Tax Non-Compliance; and
- (Q) as at the date of this Contract, it has not been in any of the situations referred to in Regulation 57(1) of the Public Contracts Regulations 2015 and should therefore have been excluded from the procurement procedure in accordance with Regulation 80(2) of the Utilities Contracts Regulations 2016.

PART 3: THE SERVICES

5. Supplier's Primary Obligations

- 5.1 The Supplier shall provide the Services to the Company and perform its obligations in accordance with the terms of this Contract.
- 5.2 The Supplier shall ensure that, and warrants to the Company that, it shall perform all of its obligations under this Contract and provide the Services:
- (A) so as to satisfy the requirements of the Specification;
 - (B) in a regular and diligent manner and in accordance with Good Industry Practice;
 - (C) so as to conform to all Applicable Laws (including but not limited to any law and Regulations applicable to the Company or the TfL Network);
 - (D) so as to comply with all Standards and any additional standards listed in Schedule 1 (Detailed Terms) or in the Specification;
 - (E) so as to comply with this Contract and the requirements of the Company set out in this Contract and all lawful and reasonable directions of the Company provided that those directions are not inconsistent with this Contract;
 - (F) using goods, materials, facilities, vehicles, plant and equipment that are new and of a satisfactory quality, sound and free from defects;
 - (G) in accordance with the requirements of the ISO 9000 and ISO 14000 series as appropriate to the provision of the Services, the Health and Safety Plan, the Quality Management Plan or any equivalent international quality assurance standards as may be accepted as an alternative in the absolute discretion of the Company;
 - (H) in an economic, efficient, effective and resource and energy efficient manner;
 - (I) in a manner that is safe and not injurious to health and does not create safety hazards and that does not cause a nuisance or damage to property or harm to the environment;
 - (J) so as not to detract from or damage the image and reputation of the Company;
 - (K) so as not to impede the Company in carrying out its functions or increase the cost to the Company of carrying out its functions including so as to accommodate the operations and activities of the Company; and
 - (L) using only personnel who are competent, appropriately qualified and properly trained and supervised, exercising the highest standard of diligence, care and skill and who hold appropriate qualifications or certifications in accordance with any Applicable Laws and Standards.
- 5.3 The Supplier shall (at the sole cost of the Supplier) train any of the Company's employees and any of their contractors or agents as required by the Specification.

5.4 Design

- (A) The Supplier shall carry out any design required as part of the Services in accordance with the Specification and the Contract terms.
- (B) The Supplier shall submit the particulars of any design which the Specification requires to the Company's Representative for acceptance. The Supplier shall not proceed with the performance of the Services until the Company's Representative has accepted his design. Reasons for not accepting the Supplier's design may include (without limitation):
 - (1) it does not comply with the Specification or any other part of the Contract;
 - (2) it does not comply with Applicable Laws and Standards;
 - (3) it is not integrated and coordinated with the designs of others where the Supplier is required by the Specification or instructions of the Company's Representative to do so or such integration is necessary for the Supplier to perform the Services; or
 - (4) it is not in a format which is accepted for use by the Company's Representative.
- (C) The Supplier shall not be entitled to any changes to the Contract Price or to relief from any of its obligations under this Contract by reason of anything in this Clause 5.4.
- (D) The Supplier may submit his design for acceptance in parts if the design of each part can be assessed fully.
- (E) The Supplier in designing and specifying the Services which he is required to design and specify, warrants, undertakes and represents to the Company that the design:
 - (1) is in accordance with the Specification and any other performance or output specification or requirements contained or referred to in the Contract;
 - (2) complies with all Applicable Laws and Standards; and
 - (3) is fit for the purpose defined in the Specification.
- (F) The Supplier accepts entire responsibility for the design and specification of the Services which it is required to design and specify and for any mistake, inaccuracy, ambiguity, inconsistency or omission in or between its design and the specification of the Services and the documents which are part of the Contract.

6. Consents

6.1 Subject to Clause 6.2 the Supplier shall:

- (A) (subject to Clause 6.1(B)), in its own name, apply for, obtain, maintain and

renew all Necessary Consents which may be required for the performance of the Services;

- (B) use all reasonable endeavours to assist the Company to obtain all Necessary Consents that, as a matter of law, the Supplier is not eligible to obtain;
- (C) be responsible for implementing each Necessary Consent (which it is required to obtain pursuant to Clause 6.1(A)) within the period of its validity in accordance with its terms;
- (D) supply free of charge to the Company's Representative a copy of any application for a Necessary Consent (with a copy of all accompanying drawings and other documents) and a copy of any Necessary Consent obtained;
- (E) comply with the conditions attached to any Necessary Consents and procure that no such Necessary Consent is breached by it or any person under its control and use all reasonable endeavours to procure that no Necessary Consent is revoked and that all Necessary Consents continue in full force and effect for such time as is necessary for the Supplier to carry out the Services; and
- (F) not (and shall use all reasonable endeavours to procure that any other person over whom it has control shall not) without the prior consent of the Company under this Contract (which consent shall not be unreasonably withheld or delayed) apply for or agree to any change, relaxation or waiver of any Necessary Consent (whether obtained before or after the date of this Contract) or of any condition attached to it but, subject to the compliance by the Supplier with its obligations under this Clause 6.1(F), references in this Contract to Necessary Consents shall be construed as referring to the Necessary Consents as from time to time varied, relaxed or waived.

6.2 The Supplier shall immediately notify the Company if it becomes aware of any allegation of non-compliance with any Applicable Law or Necessary Consent from time to time by itself or any Sub-Contractor in relation to this Contract.

6.3 The Supplier shall promptly provide the Company with such information relating to any Necessary Consent applied for or obtained as the Company may require from time to time.

6.4 Where the period of a Necessary Consent would extend beyond the termination or expiry of this Contract, the Supplier shall, before applying for and throughout the process of obtaining such Necessary Consent, consult with the Company about the terms of such Necessary Consent and use reasonable endeavours to ensure that, to the extent the terms would apply after the termination or expiry of this Contract, they do not adversely affect any interest of the Company.

7. Work on the Site

7.1 During the term of this Contract, the Supplier shall:

- (A) ensure that all Supplier Parties working on each Site or any third parties' sites comply with the applicable Site or site's local safety arrangements and undergo any relevant induction or training necessary and comply with all reasonable instructions of the Company or applicable third party;

- (B) notwithstanding the terms of Clause 7.1(C), ensure that all Supplier Parties adhere to the terms and conditions of this Contract;
- (C) supply the Company with a list of all personnel working on each Site together with any other related information that the Company may reasonably require and notify the Company in writing of any changes to the identity of such personnel within one (1) Working Day of such change taking place;
- (D) be responsible for bringing to, erecting and maintaining on and dismantling and removing from the Site its facilities, vehicles, plant and equipment whether of a temporary or permanent nature;
- (E) ensure that no Supplier Parties use the Company's or a third party's site equipment without the prior written consent of the Company or the relevant third party;
- (F) carry out the Services in such a manner as not to endanger or interfere in any way with the TfL Network, the Company or any railway operator. The Supplier shall strictly observe all rules and regulations set out or referred to in this Contract and any further instructions, rules and regulations which it may from time to time receive from the Company's Representative for the working, protection and return of the railway or for the protection of persons on or adjacent to the railway;
- (G) attend the Company or any third party in order to advise on the effects of the Supplier's actions or proposed actions in respect to the Services on the integrity and/or functionality of any other aspect of the railway;
- (H) notify the Company of any circumstances or events of which the Supplier is aware which are likely in the Supplier's reasonable opinion to affect the operation of the TfL Network and/or Sites so as to impact on the services provided to the general public; and
- (I) ensure that the Services are carried out without unreasonable, unnecessary or improper disturbance to the public or, insofar as compliance with the requirements of this Contract permits, without interference with access to and use or occupation of public and private roads and properties, whether in the possession of the Company or of any other person.

7.2 The Company's Representative may require the Supplier to remove or require a Sub-Contractor to remove from any Site any person employed by the Supplier or Supplier Party who in the opinion of the Company's Representative:

- (A) misconducts himself or persists in any conduct which is prejudicial to health or safety;
- (B) is incompetent or negligent in the performance of its duties; or
- (C) has had his employment terminated in whatever capacity from any of the Sites, any part of the TfL Network or any other Company premises,

and the Supplier shall comply with the Company's Representative's requirements. Such removal shall not affect the Supplier's obligation to provide the Services in accordance with this Contract. Any such person shall not be employed again by the

Supplier or Supplier Party to provide the Services without prior written permission of the Company's Representative.

- 7.3 Any person removed from the Site under Clause 7.2 shall be replaced as soon as reasonably possible by the Supplier and the Supplier shall promptly notify the Company of such replacement and in any event by no later than two (2) Working Days of the replacement.

8. Co-Operation

- 8.1 The Parties shall co-operate with one another and act reasonably in and about the performance of their respective obligations and the exercise of their respective rights under this Contract.

9. Non-Exclusivity

- 9.1 As regards the Company, this Contract is not exclusive and the Company may:
- (A) itself perform any services similar or analogous to any part of or all of the Services or any Additional Works; or
 - (B) contract with any third party to perform any services similar or analogous to any part of or all of the Services or any Additional Works.
- 9.2 In the event that the Company contracts with any third party to perform any services similar or analogous to any part or all of the Services, the Supplier shall provide such information and assistance and within such timescales as the Company may reasonably request in connection with such procurement.

PART 4: LIAISON AND GOVERNANCE

10. Early Warning

- 10.1 The Supplier shall give an early warning by notifying the Company as soon as it becomes aware of any matter which could:
- (A) increase the Contract Price;
 - (B) prevent the Supplier from performing its obligations under this Contract or cause the Supplier to be in breach of this Contract or any Sub-Contract;
 - (C) adversely affect the Company;
 - (D) lead to the Supplier terminating or suspending any Sub-Contract; or
 - (E) cause a breach of any Applicable Laws or Standards.

11. Company's and Supplier's Representatives

- 11.1 Each Party shall appoint one (1) or more representatives to act on its behalf under this Contract. Each Party shall advise the other Party, in writing, of the names and contact details of its representatives and these shall be recorded in Schedule 1 (Detailed Terms). The Supplier shall not appoint such a representative without the prior written consent of the Company (which consent shall not be unreasonably withheld). Any Party may, on giving reasonable notice to the other Party, appoint an additional representative or replace an existing representative but the Supplier may only do so with the prior written consent of the Company. Amendments to the Supplier's Representative and/or the Company's Representative (as set out in Schedule 1 (Detailed Terms)) do not require the Parties to comply with the Contract Variation Procedure.
- 11.2 Each Party shall be responsible for the acts, omissions, neglects and defaults of its representatives as if such acts, omissions, neglects and defaults were its own. Each Party will be bound by any decision made or action taken by its representatives.
- 11.3 Subject to Clause 74, any notice, information, instructions or communication given:
- (A) to the Supplier's Representative shall be deemed to have been given to the Supplier; and
 - (B) to the Company's Representative shall be deemed to have been given to the Company.
- 11.4 The Company shall not be responsible for any notice, communication or other purported instruction required to be given under this Contract given by a person alleging to act for and on behalf of the Company unless such person is one of the Company's Representatives. Accordingly, the Supplier shall not be entitled to rely on any such notice, communication or purported instruction and shall not do so or claim relief, additional time, losses, expenses, damages, costs or other liabilities should the Supplier act on or fail to act on it.

12. Records and Audit

- 12.1 The Supplier shall, and shall procure that its Sub-Contractors shall, maintain a true and correct set of records relating to all aspects of their performance of this Contract and all transactions related to this Contract. For the avoidance of doubt, such records shall include but are not limited to:
- (A) all necessary information for the evaluation of claims or variations;
 - (B) management accounts, information from management information systems and any other management records;
 - (C) accounting records (in hard copy as well as computer readable data);
 - (D) sub-contract files (including proposals of successful and unsuccessful bidders, bids, rebids etc.);
 - (E) original estimates;
 - (F) estimating worksheets;
 - (G) correspondence;
 - (H) variation and claims files (including documentation covering negotiated settlements);
 - (I) general ledger entries detailing cash and trade discounts and rebates;
 - (J) commitments (agreements and leases) greater than £5,000;
 - (K) detailed inspection records;
 - (L) such materials prepared in relation to the invitation to tender and subsequent tendering process relating to cost breakdowns, reconciliations against BAFO pricing and project plans, in each case which have not already been provided to the Company; and
 - (M) personnel records including all payroll information in respect of any personnel, including personnel of the Supplier, any Sub-Contractor and any agency staff of the Supplier involved in the performance of the Services.
- 12.2 The Supplier shall, and shall procure that its Sub-Contractors shall, retain all such records in such a manner as the Company may reasonably instruct for a period of not less than twelve (12) years after completion of performance under this Contract. In the absence of specific instructions as to the method of storage, the Supplier shall, and shall procure that its Sub-Contractors shall, retain its records in an orderly and logical fashion and in accordance with Good Industry Practice.
- 12.3 The Company, any party authorised by it and any party legally authorised to inspect any part of the TfL Network and/or Site shall have the right to inspect and audit any of the records required pursuant to Clause 12.1, at any time during the period referred to in Clause 12.2.
- 12.4 The Supplier shall promptly provide all reasonable co-operation and assistance (and

shall procure such co-operation and assistance from any Supplier Parties) in relation to any audit or check including:

- (A) granting or procuring the grant of access to any premises or Sites used in the performance of this Contract, whether the Supplier's own premises or otherwise;
- (B) granting or procuring the grant of access to any assets and equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under this Contract, wherever situated and whether the Supplier's own equipment or otherwise (including whether leased or licensed and whether situated at the Supplier's premises or the Sites);
- (C) making any contracts and other documents and records required to be maintained under this Contract available for inspection;
- (D) providing a reasonable number of copies of any contracts and other documents or records reasonably required by the Company's auditor and/or granting copying facilities to the Company's auditor for the purposes of making such copies;
- (E) complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of this Contract; and
- (F) providing such oral or written information as required by the Company for the purposes of the audit.

13. Provision of Contractual Documentation and Progress Meetings

- 13.1 The Supplier shall provide all Contractual Documentation within the times stated in Schedule 1 (Detailed Terms) or the Specification or, if no such times are stated, by no later than ten (10) Working Days from the date on which the Company's Representative requests the same.
- 13.2 The Supplier shall be responsible for the accuracy of all Contractual Documentation and shall pay the Company any extra costs occasioned by any discrepancies, errors or omissions therein. The Supplier shall at its own expense carry out any alterations or remedial work necessitated by such errors, omissions or discrepancies and modify the relevant Contractual Documentation accordingly.
- 13.3 The Supplier shall attend Contract progress meetings, organised, chaired and minuted by the Company's Representative, at the intervals specified in Schedule 1 (Detailed Terms) or the Specification or as otherwise specified by the Company's Representative from time to time. The Supplier shall ensure that its representatives at all meetings have delegated power and authority to act on behalf of the Supplier.

PART 5: CHANGE

14. Variations and Additional Works

14.1 Variations

Unless the Parties agree otherwise in writing, any variation to this Contract shall be made under the Contract Variation Procedure. The Supplier shall not proceed to implement any variation unless there has been a Variation Order.

14.2 Additional Works

Notwithstanding the provisions of Schedule 5 (Additional Works) and the definition of Additional Works as set out in Part 1 of Schedule 5 Part B, in the event that the Company elects the Supplier to deliver any additional or varied works or services (whether or not defined as Additional Works in Part 1 of Schedule 5 Part B), the Company shall have the right to determine, in its sole discretion and in all circumstances, whether the provisions of the Contract Variation Procedure set out in Schedule 5 Part A or the provisions of Schedule 5 shall apply. In the event that Additional Works are deemed to be treated as a variation pursuant to Schedule 5 Part A, the provisions of Schedule 5 shall not apply.

15. Contract Innovation Efficiency

The Supplier is required to identify and implement efficiency savings throughout the duration of the Contract and shall do so in accordance with the requirements set out in Schedule 18 (Contract Innovation Efficiency (CIE)).

PART 6: PAYMENT AND FINANCIAL

16. Company's Obligations

- 16.1 The Company shall pay the Supplier the Contract Price for the Services in accordance with the terms of this Contract.
- 16.2 Payment of the Contract Price shall not affect any claims or rights which the Company may have against the Supplier and shall not be an admission by the Company that the Supplier has performed its obligations under this Contract properly.

17. Price and Payment

- 17.1 The Supplier shall submit an application(s) for payment of the relevant portion of the Contract Price, to the Company's Representative for the Services at the end of each Period in accordance with Schedule 2 (Payment) (each a "Payment Application"). Each Payment Application shall specify the sum that the Supplier considers will become due on the payment due date and the basis upon which that sum is calculated. The Supplier shall submit any supporting documents that are reasonably necessary to enable the Company's Representative to check the Payment Applications.
- 17.2 The Company's Representative shall assess the Payment Application(s) and shall notify the Supplier in writing not later than fourteen (14) days after the date of receiving the Payment Application(s) of:
- (A) the amount (if any) the Company's Representative considers to be due at the payment due date (which amount shall be net of any discount to which the Company is entitled or any Abatement payable pursuant to Schedule 11 (Performance Measurement)); and
 - (B) the basis on which the amount was calculated;
- a "Payment Certification". It is immaterial for the purposes of this Clause 17.2 that the amounts referred to in Clause 17.2(A) or Clause 17.2(B) may be zero.
- 17.3 Within six (6) days of receipt of a Payment Certification the Supplier shall issue a VAT invoice for the amount stated in that Payment Certification to the Company. The final date for payment of such VAT invoice shall be ten (10) days after the date on which the Company's Representative received such VAT invoice.
- 17.4 Subject to Clause 17.5, the Company shall pay the Supplier the sum referred to in the Company's Representative's Payment Certification pursuant to Clause 17.2 (the "Notified Sum") on or before the final date for payment of the relevant VAT invoice.
- 17.5 If the Company intends to pay less than the Notified Sum, the Company or the Company's Representative (as the case may be) should notify the Supplier in writing not later than one (1) Working Day prior to the final date for payment of the relevant VAT invoice of:
- (A) the amount (if any) that it considers to be due on the date the notice is served and the basis upon which that sum is calculated; or
 - (B) if there is more than one basis, each basis and the amount attributable to it.

It is immaterial for the purposes of this Clause 17.5 that the amounts referred to in Clause 17.5(A) and Clause 17.5(B) may be zero. Where a notice is given under this Clause 17.5, the Company's obligation to pay the Notified Sum under Clause 17.4 applies only in respect of the sum specified pursuant to this Clause 17.5.

- 17.6 The Contract Price shall be fixed and inclusive of all expenses and disbursements.
- 17.7 The Contract Price shall not include VAT and, to the extent that such VAT is properly chargeable, it shall be charged at the rate in force on the date of the Payment Application(s) and will be shown as a separate item on all Payment Applications. The Contract Price shall only be changed in accordance with the Contract Variation Procedure as set out in Schedule 5 Part A (Contract Variation Procedure).
- 17.8 In addition to any other rights of the Company whether at law or equity under this Contract, whether under or arising out of this Contract or any other contract between the Company and the Supplier, if:
- (A) any sum of money is recoverable from or payable by the Supplier (including any Abatement payable pursuant to Schedule 11 (Performance Measurement)); or
 - (B) any Losses are reasonably and properly owed to, or incurred by, the Company or any member of the TfL Group,

then the same may be set-off against and/or deducted and/or withheld from any sum then due or which at any time thereafter may become due to the Supplier under this Contract.

- 17.9 All Payment Applications shall clearly show the Contract Reference Number and any associated Variation Order. Supporting documentary information shall be submitted to the Company's Representative for all Payment Applications submitted by the Supplier. The Company's Representative shall from time to time agree with the Supplier the detailed information required in relation to all such Payment Applications and the Supplier shall provide such information as is reasonably required.
- 17.10 All sums payable to the Company by the Supplier under this Contract (including any Abatement(s)) shall be paid in full, free of any present or future taxes, levies, duties, charges, fees or withholdings and without any deduction, restriction, conditions, withholding, set-off or counterclaim whatsoever; and if the Supplier is compelled by law to make any deduction or withholding, the Supplier shall gross up the payment so that the net sum received by the Company will be equal to the full amount which the Company would have received had no such deduction or withholding been made.

18. Adjustment to the Contract Price following Termination

- 18.1 Where this Contract is terminated in part pursuant to any of Clauses 42, 43, or 46, the Contract Price will be adjusted in accordance with Schedule 2 (Payment) to reflect the extent of such termination in part.

19. Performance Measurement

- 19.1 At the end of the Company's first Period after the Services Commencement Date (and for the duration of this Contract), every four (4) weeks after that date the Company shall assess the Supplier's performance under this Contract in accordance with Schedule 11 (Performance Measurement).

19.2 The Company shall have the right to:

- (A) levy Abatements as set out in Schedule 11 (Performance Measurement); and/or
- (B) use the Escalation Procedure set out in Schedule 11 (Performance Measurement) to rectify any unsatisfactory performance by the Supplier in its performance of this Contract or any failure by the Supplier to meet the performance standards set out in Schedule 11 (Performance Measurement).

19.3 Without limiting any other remedy, if the Services are not performed in accordance with this Contract then the Company shall be entitled to require the Supplier to re-perform the Services in accordance with the Contract at no extra cost to the Company within five (5) Working Days.

20. Interest

20.1 If either Party fails to pay to the other any amount payable in connection with this Contract on or before the final date for payment, interest shall accrue on the overdue amount from the final date for payment until the date of actual payment (whether before or after judgment) at the Interest Rate. Any interest accruing under this Clause 20 shall be immediately payable by the paying Party on demand.

20.2 Interest (if unpaid) arising on an overdue amount will be compounded monthly with the overdue amount but will remain immediately due and payable.

PART 7: PROPERTY AND ASSETS

21. Access

- 21.1 The Company shall give the Supplier access to the parts of the TfL Network and/or Sites required for the performance of the Services provided that the Supplier complies with the access requirements set out in Schedule 4 (Access) and otherwise subject to and in accordance with Schedule 4 (Access).
- 21.2 Where the Supplier or any Supplier Party has access to the TfL Network and/or Sites for the carrying out of any of the Services, the Supplier shall and shall ensure that any Supplier Party shall:
- (A) not cause any damage to the TfL Network and/or Sites;
 - (B) not do or permit to be done on the TfL Network and/or Sites anything which is illegal or which may be or become a nuisance (whether actionable or not) or cause damage or disturbance to the Company or to any tenants or occupiers of the TfL Network and/or Sites or any owner or occupier of any neighbouring property;
 - (C) not knowingly do anything that will or might constitute a breach of any Necessary Consent affecting the TfL Network and/or Sites that have been disclosed to the Supplier or which will or might vitiate in whole or in part any insurance effected by the Company in respect of the TfL Network and/or Sites from time to time of which the Supplier has notice;
 - (D) observe any rules and regulations the Company acting reasonably makes in the interests of good estate management and notifies to the Supplier from time to time in writing governing the Supplier's use of the TfL Network and/or Sites and in particular:
 - (1) the lawful requirements and recommendations of the Company's local fire officer and the Company's health and safety representative in respect of the TfL Network and/or Sites or their use; and
 - (2) all regulations and Government establishment regulations, standing orders, any traffic regulations and any other regulations made by the Company; and
 - (E) make good any damage that is wilfully or negligently caused by the Supplier or any Supplier Party to any equipment in or on the TfL Network and/or Sites as soon as reasonably practicable.

22. Free Issue Materials and Equipment

- 22.1 In the event of the Company supplying Free Issue Materials and Equipment to the Supplier the cost of which has been included in calculating the Contract Price, the Contract Price shall be reduced by the amount included in the Contract Price for the materials which have been replaced by such Free Issue Materials and Equipment.
- 22.2 Any Free Issue Materials and Equipment supplied by the Company to the Supplier shall remain the property of the Company and the Supplier shall ensure that all Free Issue Materials and Equipment are properly labelled as the property of the Company

and are kept separate from and not mixed with any materials owned or in the possession of the Supplier or with any materials supplied to it by third parties.

- 22.3 The Supplier shall check the Free Issue Materials and Equipment at the time of delivery to ensure that they are in good condition and in accordance with the Specification and shall certify the advice note of the supplier of the Free Issue Materials and Equipment accordingly and return the advice note as soon as reasonably possible to that supplier. The Supplier shall report any loss or damage immediately following inspection of the Free Issue Materials and Equipment to the Company, the Company's Representative, the supplier of the Free Issue Materials and Equipment and the carriers of the Free Issue Materials and Equipment. In the event that such a report is not made, the Supplier shall be responsible for any loss or damage existing at the time of receipt which would have been apparent on a visual check of quantities and condition.
- 22.4 The Supplier shall properly store all Free Issue Materials and Equipment and other property of the Company whilst the same are in the Supplier's possession and protect the same from damage by exposure to the weather and shall take every reasonable precaution against accident or damage to the same from any cause. The Supplier shall be liable for all loss or damage to such Free Issue Materials and Equipment and other property of the Company whilst the same are in or ought to be in the Supplier's possession or in, or ought to be in, the possession of any Sub-Contractor of the Supplier except where such loss or damage is solely due to any negligent act or omission of the Company or its employees.
- 22.5 The Contractor shall maintain the Equipment in good working order for the duration of the Contract, including replacement of the Equipment where repair is uneconomic.
- 22.6 No later than 90 days before the Expiry Date or immediately following receipt of a Termination Notice, the Supplier shall return to the Company's Representative all Free Issue Materials and Equipment provided to the Supplier in accordance with this Clause 22 and paragraph 3 of Schedule 13 (Obligations on Handover).

23. Other Materials, Staff and Labour

- 23.1 Unless otherwise stated in this Contract, the Supplier shall provide all staff and labour, including management and supervision, and all materials (except Free Issue Materials), vehicles, plant and equipment (whether of a temporary or permanent nature), support services and other facilities necessary for the performance of its obligations under this Contract.
- 23.2 The Supplier shall be fully responsible for the management of obsolescence in equipment and materials until the Expiry Date in accordance with the requirements stated in the Specification.

24. Inspection and Testing

- 24.1 All goods, materials, facilities, vehicles, plant, equipment, workmanship and systems to be supplied and work to be provided under this Contract may be subject from time to time to such tests as may be provided for in the Specification or as the Company's Representative may consider necessary to ensure that the Services are carried out in accordance with this Contract.
- 24.2 Testing and inspection may take place at the place of manufacture or fabrication or on Site or at any other place as may be specified in the Specification or approved by

the Company's Representative.

- 24.3 The Supplier shall provide the Company's Representative with copies of all test results and inspection certificates which it obtains in connection with the tests and inspections referred to in this Clause 24.
- 24.4 The costs of any test ordered by the Company's Representative which are not provided for in the Specification shall be borne by the Company unless the tests show that workmanship, vehicles, plant, equipment or materials provided by the Supplier are not in accordance with this Contract. The costs of any test whether ordered by the Company's Representative or otherwise which are provided for in the Specification shall be borne by the Supplier.
- 24.5 The Supplier shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be required to carry out efficiently the tests referred to in this Clause 24.

25. Title

- 25.1 Whatever title the Supplier has to materials, plant and equipment to be incorporated into or form part of the Services shall pass to the Company upon the earlier of (i) payment for such materials, plant and equipment or (ii) when such materials, plant and equipment are brought within the Site, without prejudice to any rights of rejection the Company may have. Title to materials, plant and equipment referred to in (ii) passes back to the Supplier if it is removed from the Site with the permission of the Company's Representative. Until such time as they are brought within the Site, the Supplier shall be responsible for and insure against the loss, destruction and damage of materials, plant and equipment to be incorporated into or form part of the Services (including while in transit) for their full replacement value, whether or not the property of the Supplier or the Company.
- 25.2 The Supplier shall label the material, plant and equipment "Property of Tfl" where title has passed to the Company prior to bringing such items within the Site and shall ensure that such items are identifiable as belonging to the Company. The Supplier shall not mortgage, pledge or create a security interest in the material, plant or equipment in favour of any third party.
- 25.3 The Supplier has no title to an object of value or of historical or other interest within the Site. Without prejudice to the generality of Clause 29, the Supplier shall notify the Company's Representative when such an object is found and the Company's Representative shall instruct the Supplier how to deal with it. The Supplier shall not move the object without instructions.
- 25.4 The Supplier has title to materials from excavation and demolition only as stated in the Specification.

26. Asset Management System

- 26.1 The Supplier shall use the Asset Management System to record details of work undertaken by the Supplier on the Company's assets as part of the Services and to carry out any other activities in relation to the Asset Management System as set out in the Specification.
- 26.2 The Supplier shall ensure that all Supplier Personnel attend any training by the Company in relation to the Asset Management System and follow the methods and

processes required by the Company, as may be more particularly described in the Specification or notified to the Supplier from time to time.

- 26.3 The Supplier shall perform its obligations under this Clause 26 so as not to put the Company in breach of any of its obligations under any Third Party Licence and shall comply with the terms of any Third Party Licence as if it were a party to the Third Party Licence.
- 26.4 The Supplier acknowledges that the Company shall not have any liability to the Supplier in respect of any inaccuracy, error or omission contained in, or any unavailability of, the Asset Management System, and the Supplier shall not be relieved from its obligations under this Contract as a result of the Asset Management System being unavailable or containing any inaccuracies, errors or omissions.

PART 8: ENVIRONMENT, HEALTH AND SAFETY

27. Safety

- 27.1 The Supplier is required to comply with its obligations under Schedule 6 (Health, Safety, Quality and Environmental Requirements) of the Contract.
- 27.2 The Supplier shall not endanger in any manner the health and safety of, or unreasonably interfere with the proper performance of the duties of, the Company's employees or third parties or otherwise expose the Company to liability under any Applicable Laws and Standards, including (without limitation) the Health and Safety at Work etc. Act 1974, the Transport and Works Act 1992, or any statutory modifications or re-enactments thereof.
- 27.3 The Supplier shall act in accordance with the health and safety regulations and requirements stated in the Specification, including (but not limited to):
- (A) the provisions of QUENSH as amended from time to time; and
 - (B) the Company's drug and alcohol principles as amended from time to time.
- 27.4 Section 14.1.1 (Alcohol and drugs) of QUENSH shall apply to this Contract as if the term "LU Premises" means any of the Company's property where the Services are carried out and as if references to "LU" are references to the Company.
- 27.5 The Company may at its discretion carry out on the Supplier's behalf any testing of the Supplier's employees, Sub-Contractors or agents for drugs or alcohol which this Contract requires the Supplier to carry out. The reasonable cost to the Company of carrying out the testing shall be paid by the Supplier.

28. Construction (Design and Management) Regulations 2015

- 28.1 To the extent that the Construction (Design and Management) Regulations 2015 (the "CDM Regulations") apply to this Contract, the Company reserves the right to appoint the Supplier to act as Principal Contractor and/or Principal Designer pursuant to Regulation 5(1) of the CDM Regulations.
- 28.2 The Supplier shall accept any such appointment made under Clause 28.1 and agrees to carry out all associated obligations imposed by the CDM Regulations. The Supplier and the Company's Representative shall provide each other with all the necessary assistance which they may reasonably require in order to fulfil their respective obligations under the CDM Regulations.
- 28.3 The Supplier warrants to the Company that it:
- (A) is competent to perform such of the duties allocated to it under Clause 28.2;
 - (B) shall allocate adequate resources to enable it to comply with its obligations under the CDM Regulations; and
 - (C) shall co-operate with other parties appointed under the CDM Regulations.

PART 9: RELIEF EVENTS

29. Relief Events

29.1 The following are events which may cause the Supplier delay or disruption and for which the Supplier may be relieved from termination due to a Supplier Default subject to the terms of this Clause 29 ("Relief Events"):

- (A) (subject to compliance by the Supplier with the requirements of Schedule 4 (Access)) the frustration of any access booked by the Supplier in accordance with Schedule 4;
- (B) the Company's Representative giving an instruction to suspend the Services;
- (C) a breach of this Contract by the Company (except to the extent caused by or contributed to by the Supplier or any Sub-Contractor or person for whom those parties are responsible) that is not one of the other Relief Events;
- (D) flooding caused by rising water table or by weather conditions including extraordinary storm, bursting or overflow of water tanks, apparatus or pipes;
- (E) an interruption in the supply of power or other utility services for which the Supplier is not responsible, if and only to the extent that such failure or interruption is not caused by, and its effects are beyond the reasonable control of, the Supplier and it could not reasonably have avoided or provided against the effects;
- (F) any act of terrorism or a specific threat of terrorism which results in the partial or total, temporary or long term closure of the TfL Network and/or Site;
- (G) lightning, earthquake or extraordinary storm;
- (H) fire;
- (I) tunnel collapse;
- (J) compliance with the provision of Sections 118 to 121 of the Railways Act 1993;
- (K) the discovery of fossils, antiquities or other material which in each case is required to be exhumed or unexploded bombs; and
- (L) strikes, lock outs or other industrial action being in each case industry-wide.

29.2 The Supplier shall notify the Company's Representative of the occurrence of an event which has happened or which it expects to happen if:

- (A) it believes it to be a Relief Event that is delaying or disrupting (or is likely to delay or disrupt) the Services; and
- (B) the Company's Representative has not notified the event to the Supplier.

The event shall be notified as soon as is reasonably practicable and in any event no later than five (5) Working Days after the Supplier becomes aware or ought reasonably to have become aware of the event or the likelihood of its occurrence.

29.3 The Supplier shall submit full and detailed particulars of any Relief Event to the Company's Representative as soon as reasonably practicable after receiving the Company's Representative's notification and in any event no longer than ten (10) Working Days after the occurrence. The particulars shall include full, detailed particulars of the cause and effect of the Relief Event and:

- (A) the extent of the delay, if any;
- (B) details of the measures adopted by the Supplier to mitigate the effects of the Relief Event;
- (C) the likely effects, if any, on access requirements; and
- (D) such further information as may reasonably be required by the Company.

The Company shall be entitled to:

- (A) seek clarification in respect of the particulars provided by the Supplier; and/or
- (B) request further particulars and related information in connection with the occurrence of the Relief Event.

Provided that there shall be no increase to the Contract Price arising as a result of a Relief Event.

29.4 If the Company's Representative decides that the occurrence is a Relief Event in accordance with this Contract and is delaying or disrupting (or is likely to delay or disrupt) the Services then:

- (A) without prejudice to Clause 29.5, the Supplier shall not be deemed to be in breach of this Contract as a result of its failure to perform and the Company shall not be entitled to apply the provisions of Schedule 11 (Performance Measurement) in respect of any affected Services, to the extent that the same is attributable to the Relief Event; and
- (B) the Supplier shall be entitled to an extension of time for the performance of its affected obligations.

29.5 The Company shall be under no obligation to make any payments to the Supplier of the Contract Price in respect of any Services affected by the Relief Event during the period in which the Relief Event is subsisting provided that any such non-performance by the Supplier shall be disregarded for the purposes of the Company's right to terminate this Contract pursuant to Clause 43.

29.6 The Supplier shall have no entitlements in accordance with Clause 29.4 to the extent that:

- (A) the event or any of its effects arises from any error, unlawful act or omission, negligence, default, breach of contract, breach of statutory duty and/or failure to comply with this Contract of the Supplier or any of its employees or agents

or of any Sub-Contractor or supplier or any of their employees or agents;

- (B) the Supplier has failed to take all reasonable steps to mitigate the actual or potential effect of the event or has failed to use its best endeavours to adjust the order and sequence in which it proposes to provide the Services; and/or
- (C) the Company's Representative decides that there was no such occurrence, that the occurrence was not one of the Relief Events, or that the occurrence has had no adverse effect on the provision of the Services.

29.7 In the event that information is provided after the date referred to in Clauses 29.2 and/or 29.3, then the Supplier shall not be entitled to any extension of time or relief from its obligations under this Contract in respect of the period for which the relevant information is delayed.

29.8 This Clause 29 shall not give the Supplier any entitlement to an extension of the period of the Supplier's employment under this Contract or any extension to the Expiry Date.

29.9 A Relief Event may not be notified after the Expiry Date (or termination if earlier).

PART 10: PEOPLE

30. TUPE

30.1 For the purposes of this Clause 30:

"Current Service Provider" means any person, company or other legal entity which on or before the Commencement Date was the employer of any of the Transferring Employees, and which (for the avoidance of doubt) may include the Company;

"Replacement Employer" means any person to whom a Subsequent Relevant Employee may or does transfer under the Transfer Regulations on termination of this Contract (or part of it);

"Relevant Claims and Liabilities" means all liabilities, obligations, proceedings, court or tribunal orders, losses, fines and penalties, damages, expenses, costs (including reasonable legal costs and disbursements) actions, claims and demands;

"Subsequent Transfer Date" means the time and date on which a Subsequent Relevant Employee transfers to a Replacement Employer by virtue of the Transfer Regulations;

"Subsequent Relevant Employee" means a person employed or engaged by the Supplier or relevant Sub-Contractor from time to time in respect of any part of the Services who would transfer to a Replacement Employer by virtue of the Transfer Regulations on termination of this Contract (or part of it);

"Transfer Regulations" means all or any of the following: the Transfer of Undertakings (Protection of Employment) Regulations 2006; the Transfer of Employment (Pension Protection) Regulations 2005; any other or further regulations, order or statutory instrument which apply or are capable of applying to a person to whom section 257 of the Pensions Act 2004 applies, as amended, replaced or extended from time to time and including any regulations or other legislation which (either with or without modification) re-enacts, adopts, consolidates or enacts in rewritten form any such regulations; and

"Transferring Employees" means those employees of or those engaged by the Current Service Provider who transfer or have the right to transfer to the Supplier under the Transfer Regulations.

30.2 The Supplier complies and procures that his Sub-Contractors comply with any obligations which may arise out of a transfer to the Company or another person under the Transfer Regulations upon the Expiry Date or earlier termination of this Contract.

30.3 At any time during the last twelve (12) months of this Contract and/or during any period of notice terminating this Contract, the Company may require the Supplier to provide, within a specified period of being requested, to the Company (or to any other person or persons nominated by the Company) such information as is reasonably required by the Company or such other persons relevant to the potential liabilities of the Company or any other person arising under the Transfer Regulations including but not limited to information on the following:

(A) the names of employees (of the Supplier or its Sub-Contractors) engaged in providing the Services, their salaries and other conditions of employment,

ages and length of service;

- (B) the method of organisation of the employees (of the Supplier or its Sub-Contractors) engaged in providing Services and documentary evidence relating to such organisation;
- (C) the proposals for informing and consulting with affected employees;
- (D) details of collective agreements and union recognition agreements; and
- (E) any other employee liability information within the meaning of the Transfer Regulations, and will in addition provide copies to the Company upon request of any communication with any potential or intended new consultant or the Supplier's employees or their representatives relating to the effect on such employees of the expiry or termination of this Contract.

30.4 The Supplier will provide the Company upon request with the name and address of a person within its organisation to whom all queries and requests for information under this Clause 30 may be addressed. The Supplier will if required by the Company warrant that any information provided under Clause 30 is accurate, complete and not misleading, including any information supplied in relation to its Sub-Contractors.

30.5 The Supplier will not and will procure that its Sub-Contractors will not in the 18 months prior to the Expiry Date (or, where notice of termination is given, during any such period of notice) without the Company's written consent:

- (A) re-organise or substantially alter the number or method of organisation or identity of the employees engaged in providing the Services, except to the extent that any such change is the result of a bona fide business reorganisation of the Supplier or the relevant Sub-Contractor which is not related or confined to the employees engaged in providing the Services or the expected Expiry Date or termination of this Contract, or
- (B) make any increase to the salaries or any significant change to the terms and conditions of employment of the employees engaged in providing the Services, except where such increases or changes would have arisen in the ordinary course of the Supplier's or the relevant Sub-Contractor's business and are not related to the Expiry Date or termination of this Contract (either because they are applied to all of the Supplier's or the relevant Sub-Contractor's employees, whether or not engaged in providing the Services or otherwise) or are the result of a bona fide business reorganisation of the Supplier or the relevant Sub-Contractor which is not related or confined to the employees engaged in providing the Services or relates to the Expiry Date or termination of this Contract.

30.6 The Supplier shall indemnify the Company against all Relevant Claims and Liabilities arising from or incurred by reason of any act or omission of the Supplier, its servants or agents in connection with or arising from or incurred by reason of the employment of the Transferring Employees, including but not limited to any claim against the Company or any other person for damages for breach of contract, or for compensation for unfair or wrongful dismissal or redundancy, or failure to provide comparable pension rates, or failure to provide information, or failure to inform or consult Transferring Employees, or in respect of death or personal injury, breach of statutory duty or any other claim in tort by a Transferring Employee, or by a person who would be a Transferring Employee but for any act or omission (including

dismissal or constructive dismissal) of the Supplier, arising from the operation (or alleged operation) of the Transfer Regulations in relation to the Services.

30.7 The Supplier shall indemnify the Company and all Replacement Employers against all Relevant Claims and Liabilities arising from or related to:

- (A) any claim by a Subsequent Relevant Employee in respect of any default, failure or omission (or alleged default, failure or omission) by any person whatsoever concerning or arising from employment before a Subsequent Transfer Date in respect of which the Company or the Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations; and
- (B) any claim by any former or existing employee of the Supplier or relevant Sub-Contractor (other than a Subsequent Relevant Employee) in respect of which the Company or a Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations.
- (C) In this Clause 30.7 "Relevant Claims and Liabilities" include those incurred by the Company by reason of any contract term between the Company and a Replacement Employer provided always that in relation to Relevant Claims and Liabilities which the Company may incur to a Replacement Employer, the Supplier shall not be required to indemnify the Company or the Replacement Employer for more than or with a greater scope than it would if such Relevant Claims and Liabilities were made against or incurred by the Company in providing an indemnity under this Clause 30.

30.8 The provisions of this Clause 30 are without prejudice to the Transfer Regulations. For the avoidance of doubt, any remedies available to the Company for any breach by the Supplier of any provision of this Clause 30 shall be in addition to and not in substitution for any remedies available to the Company under any provision of the Transfer Regulations.

31. Personnel

31.1 The Supplier agrees to the appointment of the Key Personnel set out at Schedule 17 (Key Personnel).

31.2 The Supplier shall ensure that each of the Key Personnel devotes substantially their whole time and effort to the performance of the Services. The Supplier shall take all reasonable steps to ensure it retains the services of the Key Personnel and shall not without the Company's prior written consent terminate their employment, remove or change Key Personnel or do any such thing which would cause any of the Key Personnel to resign.

31.3 The Supplier agrees to inform the Company of any changes to the Key Personnel where any relevant member of Key Personnel dies, suffers long term sickness or disability, is incapacitated by reason of ill health or accident from performing his or her duties for a period of or periods aggregating twenty (20) Working Days in the preceding three (3) months, is guilty of gross or serious misconduct, goes on any period of statutory leave (other than holiday) or leaves the Supplier's employment.

31.4 The Supplier shall be responsible for the costs of replacing any member of Key Personnel with an appropriately qualified and competent replacement (including but not limited to, the cost of training any replacement to ensure that they can take over

the vacated position efficiently and without disrupting the Services). The Supplier shall use all reasonable endeavours to ensure that any replacement for any member of Key Personnel is engaged and available to perform his or her role as soon as reasonably practicable and at least within five (5) Working Days of the expiry of the notice period of the relevant member of Key Personnel. Where termination of the relevant member of Key Personnel is due to gross or serious misconduct, a replacement shall be engaged and available to perform his/her role as soon as reasonably practicable and in any event within twenty (20) Working Days. Further, save where the relevant member of Key Personnel being replaced has vacated the position immediately due to death, illness, gross misconduct or some other similar reason, the Supplier shall, at its own cost, ensure that the member of Key Personnel being replaced works in parallel with his or her replacement to hand over to them for a period of five (5) Working Days or any shorter period agreed between the Parties.

- 31.5 A reasonable period before an offer of engagement is made to a replacement member of Key Personnel, the Supplier shall provide such information about and access to the relevant individual as the Company may reasonably require. The Company shall notify the Supplier if it objects to the appointment of an individual as a member of Key Personnel, together with its reasons for such objection. The Supplier shall comply with any request by the Company that a particular person should not become a member of Key Personnel.
- 31.6 The Company may change the list of Key Personnel on reasonable notice and subject to the consent of the Supplier, such consent not to be unreasonably withheld or delayed.
- 31.7 At the sole cost of the Supplier, the Supplier:
- (A) undertakes that all Supplier 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;
 - (B) shall ensure that all Supplier Personnel are in possession of valid work permits if they are non-European Community nationals; and
 - (C) shall (at its expense) provide or procure the provision of training for Supplier Personnel in respect of all aspects of its performance of the Contract and, as the Company may require, for any employees, agents and contractors of the Company in relation to the operation or use of any equipment supplied under the Contract, such training to include, as a minimum:
 - (1) the training activities specified in Schedule 20 (Training);
 - (2) training as required by QUENSH and any TfL Group standards; and
 - (3) such other training as required by TfL Group from time to time.
- 31.8 Without prejudice to the Supplier's other obligations under the Contract, where training of any or all Supplier Personnel is required for the purposes of performance of the Contract, the Supplier shall not assign any Supplier Personnel to the performance of the Contract unless and until such Supplier Personnel have satisfactorily completed such training.
- 31.9 The Company will arrange safety training for Supplier Personnel from time to time at

the expense of the Supplier. To the extent that any refresher training of any kind (at any time) is required for any Supplier Personnel, this shall be at the expense of the Supplier. For the avoidance of doubt, the Company will not be responsible for the remuneration, travel, subsistence or other similar costs and expenses of any Supplier Personnel attending any training under this Clause 31.9.

32. London Living Wage

32.1 The Supplier acknowledges and agrees that the Mayor, pursuant to Section 155 of the GLA Act has directed the Company (including its subsidiaries) to ensure that the London Living Wage is paid to anyone engaged by the Company who is required to perform contractual obligations in Greater London or on the TfL Network.

32.2 The Supplier shall, to the extent this Contract is for the provision of Services to be undertaken within Greater London or on the TfL Network:

- (A) ensure that none of its employees (whether engaged directly or as agency staff employed via an employment agency or similar) engaged in the provision of services under this Contract is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
- (B) provide to the Company such information concerning the application of the London Living Wage as the Company or its nominees may reasonably require;
- (C) disseminate on behalf of the Company to its employees who are paid no more than the London Living Wage such perception questionnaires in relation to the London Living Wage as the Company or its nominees may reasonably require and promptly collate and return to the Company responses to such questionnaires;
- (D) co-operate and provide all reasonable assistance to the Company and its nominees in monitoring the effect of the London Living Wage; and
- (E) procure that any sub-contractor is required to comply with the provisions of this Clause 32.2 and the provisions of this Clause 32.2 are included in any sub-contract with a sub-contractor.

32.3 The Supplier shall not, and shall procure that any sub-contractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or sub-contract in accordance with the operation of this Clause 32.

32.4 In the event that the Supplier either itself or through a sub-contractor is in breach of this Clause 32, the Supplier shall:

- (A) if notification has not been made by the Company, notify the Company immediately upon becoming aware of the breach; and
- (B) rectify the breach, or procure that the breach is rectified within 7 days of becoming aware of the breach.

32.5 In the event that the Supplier fails to rectify the breach as required by Clause 32.4(B), the Company shall have the right, in its absolute discretion:

- (A) to require the Supplier to terminate the sub-contract or agency agreement of

the party in breach; or

(B) to require the removal of any personnel from involvement with the Services who are not being paid the London Living Wage.

32.6 Increases to the London Living Wage are calculated in accordance with Schedule 2 (Payment) and following such increase, the Supplier is required to continue to comply with the provisions of Clause 32.2 at the increased rate.

32.7 The Supplier shall, so far as reasonably practicable, mitigate any increase in the amount payable to its employees as a direct result of the increase in London Living Wage. Save as set out in Clause 32.6, the Supplier shall not be entitled to make any claim in respect of any increases in the London Living Wage.

33. Criminal Record Declarations and Right to Work in the UK

33.1 For the purposes of this Clause 33:

"Relevant Individual" means any servant, employee, officer, consultant or agent of either the Supplier or any Sub-Contractor or supplier carrying out, or intended to carry out, any aspect of the Services; and

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

33.2 The Supplier shall procure from each Relevant Individual (as the case may be) a declaration that he has no Relevant Convictions ("Declaration") or disclosure of any Relevant Convictions. A Declaration shall be procured prior to a Relevant Individual carrying out any of the Services. The Supplier shall confirm to the Company in writing on request and in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Supplier shall procure that a Relevant Individual notifies the Supplier immediately if he has a Relevant Conviction and the Supplier shall notify the Company in writing immediately on becoming aware that a Relevant Individual has a Relevant Conviction.

33.3 The Supplier shall not engage or allow to act on behalf of the Supplier or any Sub-Contractor in the performance of any aspect of the Services any Relevant Individual who has disclosed a Relevant Conviction or who the Supplier is aware has a Relevant Conviction.

33.4 The Company shall have the right in accordance with the audit rights set out in Clause 12 to audit and inspect the records of the Supplier and its Sub-Contractors and its and their respective employees and agents in order to confirm and monitor compliance with this Clause 33 at any time during performance of this Contract.

33.5 If the Supplier fails to comply with the requirements under Clauses 33.2 and/or 33.3 the Company may, without prejudice to its rights under Clause 43, serve notice on the Supplier requiring the Supplier to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration from this Contract and/or Company's Site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the carrying out of the Services unless (in the case of non-compliance with Clause 33.2) within five (5) Working Days of receipt of the notice the Supplier confirms to the Company that he has procured all of the relevant Declarations required under Clause 33.2.

- 33.6 A persistent breach of Clause 33.2 and/or Clause 33.3 by the Supplier shall entitle the Company to terminate this Contract in whole or in part with immediate effect in accordance with Clause 43, as if such persistent breach were a Supplier Default.
- 33.7 In the event the Company becomes aware that a Relevant Individual has a Relevant Conviction, the Supplier shall remove or procure the removal (as the case may be) of such Relevant Individual from this Contract and/or the Company's Site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the carrying out of the Services.
- 33.8 The Supplier shall ensure that each Relevant Individual has the right to work in the UK and shall comply with its obligations under the relevant immigration legislation including but not limited to the obligation to conduct document checks in respect of Relevant Individuals.
- 33.9 Nothing in this Clause 33 shall in any way waive, limit or amend any obligation of the Supplier to the Company arising under this Contract and the Supplier's responsibilities in respect of performance of the Services remain in full force and effect and the Supplier is not entitled to claim any extra costs or time or any relief from its obligations as a result of any actions under this Clause 33.

34A. Offers of Employment (Non-Solicitation)

For the duration of the Contract and for a period of 6 months after expiry or termination of the Contract, the Supplier shall not employ or offer employment to any TfL Group employees who have been associated with the provision of the Services by the Supplier without the Company's prior written consent. Any breach of this Clause 34A shall render the Supplier liable to pay to the Company a sum equal to the basic salary payable to the employee by the Supplier during the first 6 months of new employment.

PART 11: RESPONSIBLE PROCUREMENT

34. **Responsible Procurement**

- 34.1 The Supplier and the Company acknowledge and agree that the Mayor, in accordance with Section 155 of the GLA Act, has directed the Company and its subsidiaries to do all things reasonably necessary to comply with (inter alia) the Responsible Procurement Policy in its procurement activities.
- 34.2 The Supplier shall and shall procure that its Sub-Contractors shall comply with, and shall provide such co-operation and assistance as may be reasonably requested by the Company to enable the Company to comply with, the Responsible Procurement Policy.
- 34.3 The Supplier acknowledges and agrees that the Company is required to develop a policy relating to the promotion of the procurement of goods and services in an ethical manner (the "Ethical Sourcing Policy") which shall reflect and be consistent with the relevant principles of the Responsible Procurement Policy and the Supplier shall, and shall procure that all of its Sub-Contractors shall, comply with such Ethical Sourcing Policy to the extent it does not conflict with the Responsible Procurement Policy.
- 34.4 The Supplier acknowledges and agrees that it (and its Sub-Contractors) shall be required to comply with any changes to the Responsible Procurement Policy (and any adjustment or amendment to the Ethical Sourcing Policy as a result of such amendment or adjustment to the Responsible Procurement Policy).
- 34.5 The Supplier shall not be entitled to any addition to the Contract Price in the event of any change to the Responsible Procurement Policy (and any change to the Ethical Sourcing Policy as a result of such change to the Responsible Procurement Policy).
- 34.6 The Supplier shall procure that any Sub-Contractor is required to comply with the provisions of this Clause 34 and the provisions of this Clause 34 are included in any sub-contract (of any tier).
- 34.7 The Supplier shall not, and shall procure that any Sub-Contractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or sub-contract in accordance with the operation of this Clause 34.
- 34.8 The Supplier shall at all times comply with the ETI Base Code set out in Appendix 1 to Schedule 14 (Responsible Procurement) of the Contract and shall at all times comply with the provisions of Schedule 15 (Strategic Labour Needs and Training).

35. **CompeteFor**

- 35.1 Without prejudice to Clause 54, the Supplier will, on a non-exclusive basis, use the CompeteFor electronic brokerage service (or such alternative web-based tool as the Company may direct from time to time) ("CompeteFor") to make available to other suppliers all appropriate opportunities, arising in connection with this Contract, to supply goods, works or services to the Supplier.
- 35.2 The Supplier will use all reasonable endeavours to ensure that its Sub-Contractors use CompeteFor, on a non-exclusive basis, to make available to other parties all appropriate opportunities, arising in connection with this Contract, to supply goods,

works and services to such Sub-Contractors.

- 35.3 The Supplier will monitor (and maintain a record of) the number, type and value of opportunities, arising in connection with this Contract, made available to other suppliers via CompeteFor, whether by the Supplier or its Sub-Contractors, as required by Clause 35.2, and will report this information on a Quarterly basis by way of email to the Company's Representative.

PART 12: INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY

36. Intellectual Property Rights

36.1 Existing Contracts

This Contract is entirely without prejudice to, and nothing in it is intended to, nor shall, in any way prejudice the rights of any member of the TfL Group in relation to intellectual property under or pursuant to Existing Contracts.

36.2 Vesting of Intellectual Property Rights created under this Contract

All Intellectual Property Rights created wholly or mainly in connection with the performance of, or in order to perform, this Contract shall vest in the Company. The Supplier shall procure that each of its Sub-Contractors and any other third party shall assign such Intellectual Property Rights to the Company.

36.3 Ownership of the Supplier's Intellectual Property Rights

Without prejudice to Clause 36.2, all Intellectual Property Rights owned by the Supplier or its Sub-Contractors or other third party and which are not assigned to, or vested in, the Company pursuant to Clause 36.2 shall remain or be vested in the Supplier, its Sub-Contractors or other third party (as the case may be).

36.4 Company's Licence to use the Supplier's Intellectual Property Rights

The Company shall have and the Supplier hereby grants, and procures that its Sub-Contractors or other third party grant, to the Company a worldwide, royalty-free, perpetual, irrevocable, non-exclusive licence (with the right to sub-licence such rights to any third party) to use and copy the Intellectual Property Rights referred to in Clause 36.3 for the purposes of:

- (A) understanding the Services;
- (B) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting, replacing, re-procuring and re-tendering the Services;
- (C) extending, interfacing with, integrating with, connecting into and adjusting the Services;
- (D) enabling the Company to carry out the operation, maintenance, repair, renewal and enhancement of the TfL Network and/or Sites;
- (E) executing and completing the Services; and
- (F) enabling the Company to make available the TfL Network to perform its function and duties as Infrastructure Manager and Operator of the TfL Network.

36.5 Provision of Supporting Documentation and Other Materials

The Supplier shall:

- (A) promptly, and in any event by no later than such date as the Company may

notify to the Supplier, provide at no charge to the Company, copies of any materials and items (including, without limitation, Documentation) in the Supplier's or Sub-Contractor's or other third party's possession or control (or which ought reasonably to be in the Supplier's or Sub-Contractor's or other third party's possession or control) which are referred to or relied upon in using and copying, or required in any way for the use and copying of, the Intellectual Property Rights referred to in Clauses 36.2, 36.3 and 36.4 above; and

- (B) keep copies of such materials, items and Documentation in a secure place where they will not deteriorate and undertake regular (and in any event not less than every three (3) months) integrity testing of the same and provide written evidence of such testing to the Company at regular intervals and in any event upon the Company's request.

36.6 Company's Rights of Retention

If the Supplier has not complied with its obligations under Clause 36.5(A), the Company shall be entitled to retain one quarter of the sums that would otherwise be due to the Supplier under this Contract until the Supplier has complied with its obligations under Clause 36.5(A).

36.7 Company's Rights to the Software

If the Supplier or any of its Sub-Contractors providing software for incorporation into or operation of the Services stops trading, is subject to an insolvency event equivalent to any of those events set out in the definition of Supplier Default (including their equivalent in any jurisdiction to which the Supplier or any of its Sub-Contractors is subject), makes known its intention to withdraw support of that software or fails to support that software in accordance with the terms of this Contract then the Supplier, at no charge to the Company, shall use its best endeavours to transfer or procure the transfer to the Company of all Intellectual Property Rights in that software.

36.8 Company's Rights in relation to Other Procurement Activities

For the avoidance of doubt, the Company shall be entitled to use and copy the materials, items and Documentation referred to in Clause 36.5 and anything in which the Intellectual Property Rights referred to in Clauses 36.2, 36.3 and 36.4 subsist for the purposes of inviting tenders or of procuring services the same as or similar to the Services for the carrying out of any activities in connection with the licence under Clause 36.4 subject always to the Company's requirements for tenderers to treat the same in the strictest confidence.

36.9 Supplier's Indemnity against Third Party Intellectual Property Rights Infringement

- (A) The Supplier shall indemnify and hold harmless the Company and any member of the TfL Group against any actions, claims, losses, demands, costs, charges or expenses that arise from, or are incurred by reason of, any infringement or alleged infringement of any Intellectual Property Rights belonging to any Sub-Contractor or sub-contractor (of any tier) or other third party and against all costs and damages of any kind which the Company may incur in connection with any actual or threatened proceedings before any court or arbitrator or any other dispute resolution forum. If required by the Company the Supplier shall conduct negotiations with any Sub-Contractor or other third party and/or a defence in relation to any action, claim or demand referred to

herein on behalf of the Company.

- (B) In the event of a claim of infringement of any Intellectual Property Rights the Supplier shall use all reasonable endeavours to make such alterations or adjustment to the method of providing the Services as may be necessary to ensure that the use and the provision of the Services continues in spite of such claim and for the avoidance of doubt shall not be entitled to any relief in respect of its obligations to perform the Services as required by this Contract.

36.10 Ownership of the Company's Intellectual Property Rights

Intellectual Property Rights in all Documentation and in all other material and items supplied by the Company to the Supplier in connection with this Contract shall remain vested in the Company or the person owning such rights at the time the Documentation, material or items were supplied. The Supplier shall, if so requested, at any time, execute such documents and perform such acts as may be required fully and effectively to assure to the Company the rights referred to in this Clause.

36.11 Supplier's Licence to the Company's Intellectual Property Rights

The Company hereby grants the Supplier a non-exclusive, non-transferable licence to use all the Intellectual Property Rights owned or capable of being so licensed by the Company (including for the avoidance of doubt the Corporate IPRs as such term is defined in Clause 36.12) which are required by the Supplier for the purposes of performing the Services. Such licence is granted for the duration of this Contract solely to enable the Supplier to comply with its obligations under this Contract and is conditional upon the Supplier using such Intellectual Property Rights in accordance with Applicable Laws and Standards and such other quality standards as the Company may from time to time notify. No Intellectual Property Rights owned or capable of being so licensed by the Company may be used in conjunction with any other trade-marks without the prior written consent of the Company.

36.12 Corporate IPRs

- (A) The Supplier shall use and shall procure that its Sub-Contractors and suppliers shall use the trade-marks, trade names and other Intellectual Property Rights as amended by the Company from time to time (the "Corporate IPRs") in compliance with any relevant Company standards from time to time in force.
- (B) The Supplier shall not use and shall procure that its Sub-Contractors and suppliers shall not use the Corporate IPRs in combination with any other trade-marks, trade names and other Intellectual Property Rights without the Company's prior written consent.
- (C) On written request from the Company, the Supplier shall supply copies or details of items on or in relation to which it uses the Corporate IPRs or details of the manner in which they are used. If the Company reasonably determines that any use of the Corporate IPRs falls below the quality standards notified to the Supplier in accordance with Clause 36.11, the Company shall give the Supplier written notice of that fact and the Supplier shall correct the use so as to comply with such quality standards taking into account the Company's instructions.

37. Confidentiality

- 37.1 The Supplier undertakes to keep confidential and not to disclose to any third party (without the prior written consent of the Company) any Confidential Information supplied by the Company to the Supplier and to use such information only for the purpose of the performance of his obligations under this Contract.
- 37.2 At the Company's request, the Supplier shall, so far as is reasonably possible:
- (A) transfer onto hard copies or other media in industry standard format and programming languages and deliver to the Company any Confidential Information in its possession or control supplied by the Company to the Supplier;
 - (B) return to the Company all copies (whether hard copy or other media) of such Confidential Information; and
 - (C) destroy, erase or otherwise expunge from its records, systems, databases or other forms of archive all such Confidential Information save to the extent that information needs to be retained for statutory purposes or tax purposes.
- 37.3 The Supplier shall ensure that all Supplier Parties perform the obligations in Clauses 37.1 and 37.2 as if they were the Supplier, and the Supplier shall be responsible to the Company for any act or omission by any Supplier Parties in this regard.
- 37.4 The Supplier shall notify the Company promptly if the Supplier becomes aware of any breach of confidence by a Supplier Party and shall give the Company all assistance the Company reasonably requires in connection with any proceedings the Company brings, or other steps the Company takes, against that Supplier Party for such breach of confidence.
- 37.5 The Supplier shall not, either alone or jointly with others, publish any material relating to the Company, the Company's Representative, this Contract or the Services without the prior written consent of the Company.
- 37.6 The Supplier shall not, either alone or jointly with others, make any press, television, radio or other media announcement in connection with this Contract or the Services, or any Dispute arising under or in connection with this Contract.
- 37.7 The provisions of Clauses 37.1 to 37.6 shall not apply:
- (A) to any information which is already in the public domain at the time of its disclosure other than by breach of this Contract; or
 - (B) to any information which is required to be disclosed to the extent required by any Applicable Law, the regulations of any recognised stock exchange, any taxation authorities or by order of a court or other tribunal of competent jurisdiction or any relevant regulatory body.
- 37.8 The Supplier acknowledges that damages would not be an adequate remedy for any breach of this Clause 37 by the Supplier and that (without prejudice to all other remedies to which the Company may be entitled as a matter of law) the Company shall be entitled to any form of equitable relief to enforce the provisions of this Clause 37.

38. Freedom of Information

38.1 For the purposes of this Clause 38:

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

"Information" means information recorded in any form held by the Company or by the Supplier on behalf of the Company; and

"Information Request" means a request for any Information under the FOI Legislation.

38.2 The Supplier acknowledges that the Company:

(A) is subject to the FOI Legislation and agrees to assist and co-operate with the Company to enable the Company to comply with its obligations under the FOI Legislation; and

(B) may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Supplier.

38.3 Without prejudice to the generality of Clause 38.2 the Supplier shall and shall procure that its Sub-Contractors (if any) shall:

(A) transfer to the Company's Representative (or such other person as may be notified by the Company to the Supplier) each Information Request relevant to this Contract, the Services or any member of the TfL Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Working Days of receiving such Information Request; and

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

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

39. Data Transparency

39.1 The Supplier acknowledges that the Company is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 37 and Clause 38, the Supplier hereby gives its consent for the Company to publish the Contract Information to the general public.

39.2 The Company 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 Company may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. The Company may in its absolute discretion consult with the Supplier regarding any redactions to the Contract Information to be published pursuant to Clause 39.1. The Company shall make the final decision regarding publication and/or redaction of the Contract Information.

40. Data Protection and Cyber Security

40.1 The Supplier shall comply with all of its obligations under Data Protection Legislation.

40.2 The Supplier shall follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre (or equivalent or replacement guidance or requirements in place from time to time).

PART 13: COMPANY STEP IN, TERMINATION AND SUSPENSION

41. Company Step-in

- 41.1 Without limiting any other remedy, if the Supplier fails to comply with its obligations to perform the Services as required by this Contract, the Company shall be entitled to perform or procure the performance of the Services or part thereof itself or from a third party. Without prejudice to any other right or remedy of the Company hereunder or under the general law, all expenditure properly incurred by the Company exercising its rights under this Clause 41 is recoverable by the Company from the Supplier and the Company shall be entitled to deduct such amounts from any amount due or to become due to the Supplier under the Contract.
- 41.2 Without prejudice to the provisions of Clause 41.1 if the Company reasonably believes that it needs to take action in connection with the Services:
- (A) because a serious risk exists to the health or safety of persons or property or to the environment; and/or
 - (B) to discharge a statutory duty,
- then the following provisions shall apply.
- 41.3 The Company shall provide notice to the Supplier in writing of the following:
- (A) the action it wishes to take;
 - (B) the reason for such action;
 - (C) the date it wishes to commence such action;
 - (D) the time period which it believes will be necessary for such action; and
 - (E) to the extent practicable, the effect on the Supplier and its obligations to provide the Services during the period such action is being taken.
- 41.4 Following service of the notice required in Clause 41.3, the Company or a third party appointed by the Company for the purpose shall take such action as is notified under these provisions and any consequential additional action as the Company reasonably believes is necessary (the "Required Action").
- 41.5 For so long as and to the extent that the Required Action is taken, and this prevents the Supplier from providing any part of the Services, the Supplier shall be relieved from its obligations to provide such part of the Services and the Company shall not be liable to pay the Contract Price for such part of the Services.
- 41.6 For the purposes of this Clause 41 the Supplier hereby grants to the Company and any third party the right to use any Intellectual Property Rights, Documentation, goods, materials and spares belonging to the Supplier or used by the Supplier in connection with the Contract as may be required by the Company to exercise its rights under this Clause 41 and the Supplier shall provide all such co-operation and assistance as may be required by the Company to enable the Company to exercise its rights under this Clause 41.

42. Voluntary Termination by the Company

- 42.1 The Company may terminate this Contract or any part or parts of the Services for convenience at any time on or before the Expiry Date by serving a Termination Notice on the Supplier stating:
- (A) that the Company is terminating this Contract in whole or in part under this Clause 42; and
 - (B) that this Contract will terminate in whole or in part on the date specified in the notice, which must be a minimum of three (3) months after the date of receipt of the notice.
- 42.2 This Contract will terminate in whole or in part as the case may be on the date specified in the Termination Notice referred to in Clause 42.1.

43. Termination on Supplier Default

- 43.1 For the purposes of Clause 43, a Supplier Default is any of the following events:
- (A) the Supplier committing a material breach of this Contract which in the case of a breach capable of remedy has not been remedied within five (5) Working Days, or such other period as may be agreed between the Supplier and the Company, of the Company serving notice on the Supplier requiring such remedy;
 - (B) a Persistent Breach occurring;
 - (C) the Supplier or anyone employed by or acting on behalf of the Supplier (whether or not acting independently of the Supplier when committing any breach) commits a Safety Breach or Prohibited Act;
 - (D) the Supplier enters into compulsory or voluntary liquidation (other than for the purpose of effecting a solvent reconstruction or amalgamation provided that if the company resulting from such reconstruction or amalgamation is a different legal entity it shall agree to be bound by and assume the obligations of the Supplier under this Contract) or is deemed unable to pay its debts as they fall due in accordance with Section 123(1) of the Insolvency Act 1986, or a meeting of its shareholders or directors is convened to consider any resolution for (or petition or file documents with the courts for) its administration or an administrative receiver, manager, administrator, liquidator, trustee or other similar officer is appointed or notice is given to appoint the same or any similar or analogous procedure or step is taken in any jurisdiction;
 - (E) a persistent breach of the Supplier's obligations set out in either or both of Clause 33.2 and 33.3;
 - (F) a breach of the Supplier's obligations under Clauses 54 or 55;
 - (G) any parent company guarantee or bond required pursuant to Clause 53 becoming invalid and/or the Supplier being in breach of Clause 53.3;
 - (H) a breach by the Supplier of its obligations to take out and maintain any of the insurances required pursuant to Clause 50;

- (I) the occurrence of a conflict of interests such that the circumstances set out in Clause 75.5(B) occur;
 - (J) the Company becomes entitled to terminate in accordance with the Escalation Procedure set out in paragraph 7 of Schedule 11 (Performance Measurement Mechanism);
 - (K) a persistent breach of the Supplier's obligations under Schedule 18 (Contract Innovation Efficiency); or
 - (L) the Supplier has, at the date of this Contract, been in one of the situations referred to in Regulation 57(1) of the Public Contracts Regulations 2015 and should therefore have been excluded from the procurement procedure in accordance with Regulation 80(2) of the Utilities Contracts Regulations 2016.
- 43.2 If a breach, that is not a Supplier Default, has continued for more than ten (10) Working Days or occurred more than three (3) times in any six (6) month period then the Company may serve a notice on the Supplier:
- (A) specifying that it is a formal warning notice;
 - (B) giving reasonable details of the breach; and
 - (C) stating that the breach is a breach which, if it recurs frequently or continues, may result in a termination of this Contract.
- 43.3 If, following service of a warning notice the breach specified in a warning notice given further to Clause 43.2 has continued beyond twenty (20) Working Days or recurred in three (3) or more months within the six (6) month period after the date of service, then the Company may serve another notice (a "Final Warning Notice") on the Supplier:
- (A) specifying that it is a Final Warning Notice;
 - (B) stating that the breach specified has been the subject of a warning notice served within the six (6) month period prior to the date of service of the Final Warning Notice; and
 - (C) stating that if the breach continues for more than ten (10) Working Days or recurs in three (3) or more months within the six (6) month period after the date of service of the Final Warning Notice, such breach shall constitute a Persistent Breach and this Contract may be terminated further to Clause 43.5.
- 43.4 A warning notice may not be served in respect of any incident of breach which has previously been counted in the making of a separate warning notice.
- 43.5 If a Supplier Default has occurred and the Company wishes to terminate this Contract in whole or in part, the Company must serve a Termination Notice on the Supplier.
- 43.6 The Termination Notice must specify the type of Supplier Default which has occurred entitling the Company to terminate and whether the Company is terminating this Contract in whole or in part and if in part, the extent of the termination, and the date on which the termination shall become effective.
- 43.7 If anyone employed by the Supplier, acting independently of the Supplier, commits a

Safety Breach or Prohibited Act, then, without prejudice to the Company's rights pursuant to this Clause 43, the Company may require the Supplier to exclude that individual from the Services with immediate effect and that individual may only resume the performance of the Services at the Company's absolute discretion.

44. Compensation on Termination

44.1 Following a termination (in whole or in part) in accordance with Clause 42, the Supplier shall be entitled to be paid:

- (A) the total value of the Services provided at the date of termination of this Contract or the relevant part of it (as applicable), such value to be ascertained in accordance with this Contract as if this Contract had not been terminated, together with any amounts due to the Supplier under this Contract not included in such total value; and
- (B) the reasonable properly incurred cost of removal of the Supplier's property from the Sites in respect of which this Contract has been terminated;

less any amounts previously paid to the Supplier under this Contract.

44.2 Following a termination (in whole or in part) in accordance with Clause 43:

- (A) the Supplier shall indemnify the Company and keep the Company fully and effectively indemnified against all expense, loss, damage and liabilities suffered or incurred by the Company associated with or arising from the termination including any additional expense incurred by the Company in continuing to provide the Services in respect of which this Contract has been terminated, from the date of termination to the Expiry Date (as may have been extended only where notice has been served pursuant to Clause 2.2) including for the avoidance of doubt the cost of finding an alternative contractor or contractors and any additional amounts charged by them for providing the Services; and
- (B) the Supplier shall be entitled to be paid for Services provided and which have not been paid for at the date of termination, to the extent that the provision of such Services has been terminated, less the cost to the Company of having the Services that have not been carried out completed (whether the Company has those Services delivered or not).

44.3 In the event that the Company terminates this Contract for any reason under Clause 43, the Supplier shall, without prejudice to any other rights or remedies which the Company may have under this Contract or under general law, at the Company's option:

- (A) permit the Company to enter the Supplier's premises and take possession of any equipment, goods or Documentation which are the property of the Company;
- (B) permit the Company to place an order for the remaining Services with any other person or persons or complete the provision of such Services by its own workmen;
- (C) promptly return to the Company any equipment, goods or Documentation which are the property of the Company and of which the Supplier or any of its

Sub-Contractors have possession; and

- (D) sell to the Company, at the purchase price any materials or goods properly ordered for the Services in respect of which this Contract has been terminated (and which have not at the date of termination become the property of the Company) and on such payment in full by the Company such materials or goods shall become the property of the Company.

In each such case, the Company shall be entitled to retain the benefit of any part of the Services already provided by the Supplier in accordance with this Contract.

- 44.4 Any amounts which the Company is liable to pay pursuant to this Clause 44 shall, in default of agreement, be determined pursuant to the provisions of Schedule 12 (Dispute Resolution Procedure).

45. Accrued Rights and Survival

- 45.1 In the event that this Contract is terminated, the liability of the Company to pay the Supplier in respect of the performance of the Services shall be limited to payment to the Supplier for those Services provided in accordance with this Contract up until the date of such termination.
- 45.2 Save as otherwise expressly set out in this Contract or as already taken into account in the calculation of any payment of compensation on termination pursuant to this Contract, termination of this Contract for whatever reason shall not affect the accrued rights of the Parties arising in any way out of this Contract as at the date of termination and in particular but without limitation the right to recover damages against the other Party.
- 45.3 The provisions of Clauses 12, 17.8, 30, 34, 36, 37, 38, 39, 40, 42, 45, 49, 51, 57, 58, 59, 60, 62, 74, 64, 68, 69 and 75.1 will survive the termination or expiry of this Contract and continue in full force and effect, along with any other Clauses or Schedules of this Contract necessary to give effect to them. In addition, any other provision of this Contract which by its nature or implication (including in respect of any accrued rights and liabilities) is required to survive the termination will survive such termination as aforesaid.

46. Force Majeure

- 46.1 No Party shall be entitled to bring a claim for a breach of obligations under this Contract by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party to the extent that a Force Majeure Event occurs and the Affected Party is prevented from carrying out obligations by that Force Majeure Event. For the avoidance of doubt, the Company shall not be entitled to terminate this Contract for a Supplier Default if such Supplier Default arises from a Force Majeure Event (but without prejudice to Clauses 46.5 or 46.6).
- 46.2 The Company shall be under no obligation to make any payments to the Supplier of the Contract Price in respect of any Services affected by the Force Majeure Event.
- 46.3 On the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect.

- 46.4 As soon as practicable following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of this Contract.
- 46.5 If no such terms are agreed on or before the date falling eighty (80) Working Days after the date of the commencement of the Force Majeure Event and such Force Majeure Event is continuing or its consequence remains such that the Affected Party is unable to comply with its obligations under this Contract for a period of more than one hundred and twenty (120) Working Days, then, subject to Clause 46.6, either Party may terminate this Contract in respect of the affected Services by giving twenty (20) Working Days' written notice to the other Party.
- 46.6 If this Contract is terminated, in whole or in part, under Clause 46.5 no compensation shall be payable by either Party in relation to such termination.
- 46.7 The Parties shall at all times following the occurrence of a Force Majeure Event use all reasonable endeavours to prevent and mitigate the effects of any delay and the Supplier shall at all times during which a Force Majeure Event is subsisting take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 46.8 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract. Following such notification this Contract shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

47. Suspension

- 47.1 Without prejudice to Clause 42, the Company shall have the right at any time to require the Supplier to suspend the provision of the Services (or any part thereof) by giving notice in writing to the Supplier.
- 47.2 In the event that this Contract is suspended in accordance with Clause 47.1, the Supplier shall:
- (A) issue to the Company an application for payment in respect of those Services provided to the Company in accordance with this Contract up until the date of such suspension; and
 - (B) not carry out any further work in connection with the provision of the Services which are the subject of the suspension until such time as the Company issues a notice lifting the suspension (a "Notice to Proceed").
- 47.3 In the event that this Contract is suspended in accordance with Clause 47.1, and such suspension continues for a period of twenty (20) Working Days, the Supplier shall be entitled to request that the Company serve a Notice to Proceed. In the event that no Notice to Proceed is issued by the Company within a further ten (10) Working Days from such request of the Supplier, the Supplier shall be entitled to approach the Company with a request for a variation, in accordance with the Contract Variation Procedure.
- 47.4 In the event that the Parties are unable to agree upon the variation requested under Clause 47.3, then a Dispute shall be deemed to have arisen and the matter shall be

referred for resolution in accordance with Clause 64.

48. Co-operation in Handover

The Parties shall comply with their respective obligations as set out in Schedule 13 (Obligations on Handover).

PART 14: INDEMNITIES AND INSURANCE

49. Indemnity

49.1 The Supplier shall be liable for, and shall at all times, indemnify the Company, including any of its employees, servants, agents, sub-contractors, directors and officers and members of the TfL Group, and shall keep them indemnified on an after-tax basis against all Losses suffered or incurred by the Company, any of its employees, servants, agents, sub-contractors, directors and officers or any relevant member of the TfL Group:

- (A) in respect of death or personal injury to any person;
- (B) in respect of loss of or damage to any property belonging to the Company or for which it is responsible (including the TfL Network and Sites and any other property belonging to the Company or for which it is responsible); and
- (C) in respect of claims against the Company made by third parties (whether under contract, tort, breach of statutory duty or otherwise),

arising from or in connection with the performance or non-performance of the Supplier under this Contract, or in the course of or by reason of any act, omission, negligence or breach of contract or breach of statutory duty, wilful misconduct of the Supplier or any Supplier Party.

49.2 The Supplier shall not be liable under the indemnity in Clause 49.1 to the extent Losses are solely due to the negligence, breach of duty or breach of contract of the Company.

49.3 The Supplier's indemnity under Clause 49.1 and all other indemnities under this Contract shall remain in force for the duration of this Contract and for the period of twelve (12) years after the Expiry Date or earlier termination of this Contract.

49.4 The Company may withhold from any sum due or which may become due to the Supplier any sum due to the Company as a result of the operation of Clause 49.1 provided that an appropriate notice to withhold payment has been served by the Company on the Supplier.

49.5 Other than in respect of (i) the Losses described in Clause 49.1(C) above and (ii) Excepted Liabilities, neither Party shall have any liability to the other for any Consequential Loss arising out of the performance of its obligations under or in connection with this Contract. Each Party respectively undertakes not to sue the other Party or any member of the TfL Group in respect of Consequential Loss for which liability is excluded in this Clause 49.5.

49.6 The Supplier shall have no claim against the Company in respect of delay or disruption of the Services, except as expressly provided for in this Contract.





49.7 **Control of indemnity claims**

- (A) Subject to Clause 49.7(B), if a claim is made against a Party ("the Indemnified Party"), or the Indemnified Party becomes aware that a claim is likely to be made, by a third party which may give rise to a claim under an indemnity given by a Party ("the Indemnifying Party");

- (1) the Indemnified Party shall promptly notify the Indemnifying Party of the claim, giving full particulars of the claim, and consult with the Indemnifying Party in relation to the proposed actions to be taken prior to settlement or compromise of the claim;
 - (2) each Party shall provide the other Party with such assistance and information as it reasonably requests in relation to the claim;
 - (3) the Indemnified Party shall not admit liability in respect of or settle the matter without first obtaining the Indemnifying Party's written consent; and
 - (4) subject to applicable security and confidentiality restrictions, the Indemnified Party shall provide the Indemnifying Party with reasonable access to its premises and personnel and all relevant assets, documents and records for the purpose of investigating the matter.
- (B) The Company may elect at any time to have sole control of the defence of proceedings relating to any claim for which the Supplier has given an indemnity and all negotiations for its settlement (in which case the provisions in Clause 49.7(D) shall apply to the Company as if it were the Indemnifying Party and the Supplier were the Indemnified Party).
- (C) If the Company elects to have sole control of the defence of proceedings pursuant to Clause 49.7(B) after the Supplier has already commenced the defence of such proceedings, the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the Company, and shall provide to the Company all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim.
- (D) The Indemnifying Party shall:
- (1) assume and conduct the defence of any proceedings relating to the claim diligently using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute in which case the Indemnified Party shall not, unless the Indemnifying Party has failed to resolve the claim within a reasonable period, take any action to settle or prosecute the claim;
 - (2) consult with the Indemnified Party and keep the Indemnified Party informed of all material matters, including formulation of any defence and counter-claims and filing of evidence from employees of the Indemnified Party;
 - (3) not compromise the claim in any way whatsoever by making statements or admissions (other than in accordance with the Indemnified Party's consent, not to be unreasonably withheld or delayed) and do nothing which could prejudice the defence of any such claim; and
 - (4) obtain the Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed, before any settlement is made in respect of the claim.

50. Insurance

50.1 Without prejudice to the obligation to indemnify the Company set out in Clause 49.1, the Parties shall provide the insurances as set out below:

Insurance Against	Party Responsible for ensuring insurance is in place	Minimum amount of cover or minimum limit of indemnity
<p>Construction All Risks insurance</p> <p>All risks of loss of or damage to (not excluded by the terms and conditions of the policy) the works and plant and materials, temporary works (i.e. works erected or constructed for the purpose of making possible the erection or installation of the works), equipment, temporary buildings and property owned by or supplied by the Company.</p>	<p>The Company</p>	
<p>Public liability insurance</p> <p>All sums for which the insured shall become legally liable to pay as damages in respect of death of or injury or illness or disease to third parties and/or loss of or damage to third party property, obstruction, loss of amenities, trespass, nuisance or any like cause happening during the period of insurance and arising out of or in connection with this Contract (unless excluded by the terms and conditions of the policy).</p>	<p>The Company</p>	
<p>Employer's liability insurance</p> <p>Liability for death of or bodily injury or illness sustained by employees of the Supplier arising out of or in the course of their employment in connection with this Contract or the project</p>	<p>Supplier</p>	
<p>Contractor's Equipment loss insurance</p> <p>Loss of or damage to constructional plant, tools, equipment, temporary buildings (including contents therein) belonging to or the responsibility of the Supplier</p>	<p>Supplier</p>	

50.2 In respect of the insurances provided by the Supplier, the Supplier shall:

- (A) ensure that the foregoing insurance policy or policies shall be or are effected with a reputable insurer. Such insurance shall be on terms approved by the Company (such approval not to be unreasonably withheld or delayed) and shall be maintained in force for a period not less than twelve (12) years after the completion of the Services;
- (B) ensure that any Sub-Contractors also maintain adequate insurance having regard to the obligations under this Contract which they are contracted to fulfil; and
- (C) produce within five (5) Working Days of any reasonable request by the Company and in any event before the commencement of any of the Services under this Contract satisfactory evidence in the form of a broker's letter or similar confirming the existence of insurance in accordance with the terms of this Clause 50.
- (D) bear the cost of all premiums excesses and deductibles.

50.3 In respect of the insurances provided by the Company, the Supplier shall:

- (A) comply with terms and conditions of the insurance policies.
- (B) co-operate with the Company regarding the handling and settlement of claims under the Company's insurances and comply with the requirements of the Company's insurers in connections with the handling and settlement of claims including where appropriate the provision of such information documents and records as the Company, its claims handlers and its insurers require.
- (C) ensure that its subcontractors comply with the requirements of the Company's claims handling procedures, such procedure to be provided to the Supplier by the Company.
- (D) bear the cost of any amount not recovered from an insurer (including excesses and deductibles) for losses arising from or in connection with the performance or non-performance of the Supplier under this Contract, or in the course of or by reason of any act, omission, negligence or breach of contract or breach of statutory duty, wilful misconduct of the Supplier or any Supplier Personnel

50.4 The insurances provided by the Company as described in Clause 50.1 above shall be in the joint names of the Company, the Supplier and any subcontractors for their activities carrying out the Services at the Site.

50.5 The Supplier's liabilities under this Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Clause 50.1.

50.6 If the Supplier fails to maintain the insurance policies as provided in this Clause 50, the Company may effect and keep in force any such insurance and pay such premium or premiums at commercially competitive rates as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or which become due to the Supplier or recover the same as a debt due from the Supplier.

51. Environmental Claims

- 51.1 The Supplier shall indemnify the Company against Losses and costs of Remediation in respect of any Environmental Claims which may arise out of or by reason of the Supplier's performance, non-performance or part performance of this Contract to the extent that such Losses and Remediation costs are due to any act, negligence, breach of contract, breach of statutory duty, error, omission or default by the Supplier, its employees, Sub-Contractors or agents.
- 51.2 The Supplier shall notify the Company's Representative and the Company as soon as it becomes aware that any Remediation is or will become necessary on any part of the Company's site.
- 51.3 Where the Supplier discovers or suspects that the site has been contaminated or polluted by another party, the Supplier shall notify the Company's Representative and the Company of the identity of the other party, where known. The Supplier shall not without the prior written consent of the Company undertake any environmental investigations on site or commission or undertake any Remediation. The Supplier shall provide the Company with a separate record of the costs of any Remediation as soon as possible after such costs are incurred.
- 51.4 In the event that the Supplier commissions an environmental assessment, the Supplier shall procure that the environmental assessment includes an acknowledgement by its authors that the Company can rely on any reports, recommendations or summaries prepared in relation to the environmental assessment.
- 51.5 The Supplier shall provide to the Company's Representative:
- (A) copies of all environment-related permissions, permits, consents, licenses, registrations and authorisations required for him to carry out the Services (for the purposes of this Clause 51.5, the "authorisations");
 - (B) copies of any amendments to the authorisations;
 - (C) notification of any revocations, suspensions, cancellations, withdrawals, adverse amendments or refusals to provide any of the authorisations; and
 - (D) notification of any event or circumstance that is likely to cause the revocation, suspension, cancellation, withdrawal, adverse amendment or refusal to provide any of the authorisations.

52. Sole Remedy

- 52.1 Without prejudice to any entitlement of the Supplier:
- (A) to specific performance of any obligation under this Contract; or
 - (B) to injunctive relief;

the Supplier's sole remedy in relation to matters for which an express right or remedy is stated in this Contract shall be that right or remedy and the Supplier shall have no additional right or remedy arising by common law, in equity, by statute or otherwise.

52.2 The Supplier shall not be held to be failing to comply with its obligations under this Contract to the extent that such failure to comply is a result of the Company's breach of its obligations hereunder.

53. Bonds, Warranties and Guarantees

53.1 Where stated in Schedule 1 (Detailed Terms), the Supplier shall at its own expense provide within five (5) Working Days of the Company's request the following:

(A) an executed bond issued by a financial institution whose long term debt obligations are rated not less than A- by Standard & Poor's and/or A3 by Moody's in the form set out in Schedule 8 (Form of Parent Company Guarantee and Performance Bond) in favour of the Company; and/or (as applicable)

(B) an executed parent company guarantee from the ultimate holding company or other parent company of the Supplier (provided that such company's long-term debt obligations are rated not less than A- by Standard & Poor's and/or A3 by Moody's) in the form set out in Schedule 8 in favour of the Company.

53.2 The Supplier shall ensure that any bond required under Clause 53.1:

(A) provides, in aggregate, credit protection for the Company in an amount of not less than the amount specified in Schedule 1 (Detailed Terms); and

(B) is renewed every twelve (12) months until the Expiry Date (or date of termination if earlier).

53.3 If at any time the existing bond and/or parent company guarantee cease(s) to meet the requirements of Clauses 53.1 and 53.2 then the Supplier shall replace such bond and/or parent company guarantee with a bond and/or parent company guarantee (as the case may be) that meets the requirements within five (5) Working Days.

53.4 If requested by the Company, the Supplier shall provide an accompanying legal opinion to the bond and/or parent company guarantee supplied under Clause 53.1 completed and signed by a qualified lawyer from the country in which the Guarantor and/or parent company is resident in form and substance satisfactory to the Company.

53.5 The Company shall not be obliged to make any payment to the Supplier under the Contract unless and until the parent company guarantee and/or performance bond (as the case may be) and legal opinion (if applicable) have been provided in a form satisfactory to the Company.

53.6 If required by the Company, the Supplier shall procure that the terms of any Sub-Contract require the Sub-Contractor, within five (5) Working Days of a written request by the Company to the Sub-Contractor, to enter into:

- (A) Schedule 10 (Form of Collateral Warranty) in favour of the Company and if requested by the Company, the Supplier shall require the Sub-Contractor to provide an accompanying legal opinion completed and signed by a qualified lawyer from the country in which the Sub-Contractor is resident in form and substance satisfactory to the Company; and
 - (B) a parent company guarantee in the form provided by the Company from the ultimate holding company of the Sub-Contractor in respect of any of the Sub-Contractor's obligations under any collateral warranty required under this Clause 53.6.
- 53.7 If any warranty (including any accompanying parent company guarantee) required under Clause 53.6 is not delivered to the Company in accordance with Clause 53.6 one quarter of the Contract Price relative to the Services supplied by the relevant Sub-Contractor shall be retained in assessments of the amount due and is not payable until such warranty has been delivered.
- 53.8 The Supplier shall be regarded as being in material breach of the Contract which is incapable of remedy in the event that any parent company guarantee and/or performance bond (as the case may be) is or becomes invalid or otherwise unenforceable.
- 53.9 Where the Supplier has provided the Company with a performance bond and thereafter any variation is made to the Services or Contract under Clause 14, the Company may in its discretion require the Supplier to provide at its expense a replacement performance bond for a greater sum where such variation either alone or when aggregated with any other variations has resulted in a material increase to the value of the Contract to the Company.

PART 15: GENERAL CONDITIONS

54. Assignment and Sub-contracting

- 54.1 The Supplier shall not assign, novate or sub-contract any of its rights or obligations under this Contract or any part thereof without the prior written consent of the Company.
- 54.2 The sub-contracting of all or any part of the Services to a Sub-Contractor shall not relieve the Supplier of its obligations to perform the Services under this Contract.
- 54.3 Subject to the provisions of this Contract, the Supplier shall be responsible as against the Company for the acts and omissions of the Supplier Parties as if they were the acts and omissions of the Supplier. The Supplier shall, as between itself and the Company, be responsible for the selection of and pricing by any Supplier Party.
- 54.4 The Company may novate, assign, transfer or sub-contract this Contract or any part thereof to any person at any time without the consent of the Supplier, provided the Company has given prior written notice to the Supplier.
- 54.5 Within five (5) Working Days of any written request by the Company to the Supplier, the Supplier shall execute a deed of novation in the form set out in Schedule 7 (Deed of Novation) in favour of any person to whom this Contract is being novated.
- 54.6 Subject to the Company's prior written consent pursuant to Clause 54.1, where the Supplier subcontracts any or all of the Services, the Supplier shall include in each Sub-Contract (and procure that its Sub-Contractors include in each of their sub-contracts):
- (A) payment terms substantially similar to those set out in Clause 17; and
 - (B) terms allowing the Supplier or (in respect of a Sub-contract below the first tier) the payer under the relevant subcontract to terminate that Sub-contract if the relevant Sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law.
- 54.7 On or before the Commencement Date the Supplier shall notify the Company in writing of the name, contact details and details of the legal representatives of any Sub-Contractor, to the extent that such information has not already been provided by the Supplier to the Company. The Supplier shall also immediately provide to the Company in writing the name, contact details and details of the legal representatives of each new Sub-Contractor which the Supplier subsequently involves in the Services after the Commencement Date.
- 54.8 The Company reserves the right to verify whether there are any grounds for excluding any Sub-Contractor under Regulation 57 of the Public Contracts Regulations 2015. Where necessary for the purpose of the Company's exercise of its right under this Clause 54.8, the Company may request that the information provided by the Supplier under Clause 54.8 shall be accompanied by one or more European Single Procurement Document(s) (within the meaning of Regulation 59 of the Public Contracts Regulations 2015) in respect of the relevant Sub-Contractor(s). Further, the Company:
- (A) shall require that the Supplier replace any Sub-Contractor in respect of which

the verification has shown that there are compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015; and

(B) may require that the Supplier replace any Sub-Contractor in respect of which the verification has shown that there are non-compulsory grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015.

54.9 The Supplier shall promptly notify the Company of any circumstances from time to time that might give rise to a right of the Company to require replacement of a Sub-Contractor pursuant to Clause 54.8(A) or (B).

54.10 The Company shall have no obligation to make any termination or compensation payment in respect of any termination pursuant to Clause 54.8(A) or (B).

55. Change of Control

The Supplier shall not without the prior written consent of the Company implement any Change of Control of the Supplier.

56. Costs

Except as otherwise agreed each Party shall bear its own costs incurred in connection with the negotiation, preparation and execution of this Contract.

57. Severance

57.1 Each provision of this Contract (including each provision in each of the schedules) is severable and distinct from the others. The Parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by Applicable Law. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law it shall to that extent be deemed not to form part of this Contract. The remaining provisions of this Contract shall continue in full force and effect and their validity, legality and enforceability shall not therefore be affected or impaired.

57.2 If a provision of this Contract is held to any extent to be invalid, the Parties shall as soon as reasonably practicable commence negotiations in good faith to remedy that invalidity.

58. Publicity

The text of any press release or other communication to be published by or in the media concerning the subject matter of this Contract shall require the prior written approval of the Company. No interviews concerning the same shall be given by the Supplier with the media without prior written approval from the Company of the content of such an interview.

59. Corrupt Gifts and Payments of Commission

59.1 The Supplier undertakes that it shall not and shall procure that its Sub-Contractors and suppliers shall not enter into or offer to enter into any business arrangement with any servant, employee, officer or agent of the Company other than as a representative of the Company without the Company's prior written approval.

- 59.2 The Supplier undertakes that it shall not, and shall use reasonable endeavours to procure that its Sub-Contractors and suppliers shall not commit any Prohibited Acts or cause the Company to commit any equivalent act.
- 59.3 The Company shall have the right to audit any and all records necessary to confirm compliance with this Clause 59 at any time during performance of this Contract and during the twelve (12) year period following completion of performance
- 59.4 Without prejudice to Clause 59.1, the Supplier shall ensure that it and any other Sub-Contractors shall:
- (A) comply with all Applicable Laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
 - (B) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct were carried out in the UK;
 - (C) comply with the Company's policy on fraud, theft, bribery, corruption, irregularity and waste referred to as "TfL's Fraud and Bribery Policy" as the Company may update it from time to time ("Relevant Policy");
 - (D) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policy and Clause 59.4(A), and will enforce them where appropriate;
 - (E) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier or any Sub-Contractor in connection with the performance of this Contract of which the Supplier is, or ought reasonably to be, aware;
 - (F) immediately notify the Company in writing if a foreign public official becomes an officer or employee of the Supplier, and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Contract; and
 - (G) on 31 March annually, certify to the Company in writing signed by an officer of the Supplier compliance with this Clause 59 by the Supplier and all Sub-Contractors. The Supplier shall provide such supporting evidence of compliance as the Company may reasonably request.

60. No Waiver

- 60.1 No failure or delay on the part of either Party to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Contract are cumulative and are not exclusive of any rights or remedies provided by law.
- 60.2 No payment made by the Company shall indicate or be taken to indicate the Company's acceptance or approval of any part of the Services or any act or omission of the Supplier from any obligation or liability imposed upon the Supplier by any provision of this Contract or otherwise.

61. Mitigation

Both Parties shall take all reasonable steps and in the case of the Supplier act in accordance with Good Industry Practice to minimise and mitigate any loss and/or compensation for which it may make a claim against or which it may otherwise be entitled to recover from the other Party, including in the case of the Supplier by procuring (where applicable) that all Supplier Parties take all reasonable steps to mitigate and minimise such loss and/or compensation.

62. Entire Contract

This Contract embodies and sets forth the entire contract and understanding of the Parties and shall supersede all prior oral or written contracts understandings or arrangements relating to the subject matter of this Contract. Except in the case of fraud, neither Party shall be entitled to rely on any contract, understanding or arrangement which is not expressly set forth in this Contract.

63. Other Contracts with the Company

Except as otherwise agreed in writing by the Parties, if the Supplier or any Supplier Party has entered or enters into any other contract with the Company relating in any way to the subject matter of this Contract, no breach by the Company of such other contract nor any other act or omission nor any written or oral statement nor any representation whatsoever of or by the Company, its servants or agents or other contractors relating to or connected with any other such contract shall, regardless of any negligence on its part or their part:

- (A) give the Supplier any right under this Contract to a Relief Event or an extension of time or additional payment or damages or any other relief or remedy whatsoever against the Company;
- (B) affect, modify, reduce or extinguish either the obligations of the Supplier or the rights or remedies of the Company under this Contract; or
- (C) be taken to amend, add to, delete, or waive any term or condition of this Contract.

64. Dispute Resolution

If any question, dispute, difference or claim (a "Dispute") should arise under or in connection with this Contract, either Party may refer it for resolution pursuant to Schedule 12 (Dispute Resolution Procedure).

65. Counterparts

This Contract may be executed in several counterparts each of which shall be deemed an original and all of which shall constitute one and the same document.

66. Partnerships and Joint Ventures

- 66.1 If the Supplier is a partnership, the rights, obligations and liabilities of the partners in the partnership under this Contract are joint and several. This Contract and the liabilities of the partners under this Contract shall not automatically terminate upon the death, retirement or resignation of any one or more members of such partnership or

upon the admission of additional partner or partners. The partner or partners in the partnership shall use their reasonable endeavours to procure that any additional partner or partners enter into an agreement with the Company confirming his/her acceptance of the rights, obligations and liabilities of the Supplier under this Contract.

66.2 If the Supplier comprises two (2) or more parties in joint venture, the rights, obligations and liabilities of each such party under this Contract are joint and several.

66.3 Nothing in this Contract shall constitute, or shall be deemed to constitute, a partnership between the parties. Except as expressly provided in this Contract, neither Party is deemed to be the agent of the other, and neither Party holds itself out as the agent of the other.

67. Independent Supplier

The Supplier is an independent supplier and is not and shall not hold itself out as, and shall procure that none of the Supplier's employees or Sub-Contractors or their employees hold themselves out as, an agent of the Company.

68. Governing Law and Jurisdiction

68.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

68.2 The Company and the Supplier submit, subject to the provisions of this Contract, to the exclusive jurisdiction of the courts of England and Wales provided that the Company has the right in its absolute discretion to enforce a judgement and/or to take proceedings in any other jurisdiction in which the Supplier is incorporated or in which any asset of the Supplier may be situated.

69. Contracts (Rights of Third Parties) Act 1999

69.1 Subject to the Replacement Employer's rights under Clause 30, no person except any member of the TfL Group may enforce this Contract by virtue of the Contracts (Rights of Third Parties) Act 1999, but this does not affect any other right or remedy of a third party arising at law.

69.2 Notwithstanding those rights referred to in Clause 69.1, the Company and the Supplier may agree to vary or rescind this Contract without the consent of any third party.

70. Further Assurance

70.1 Each Party agrees to do all further acts and things and execute and deliver all instruments as shall be necessary or expedient for the carrying out of the provisions of this Contract.

71. Duty of the Supplier to notify Occasion of Tax Non-Compliance

71.1 The Supplier shall send written notification of any Occasion of Tax Non-Compliance to the Company within five (5) Working Days from the date it became aware that it has committed an Occasion of Tax Non-Compliance during the performance of this Contract. The notification shall include steps being taken, if applicable, to remedy the

Occasion of Tax Non-Compliance.

- 71.2 For the avoidance of doubt, the obligation in Clause 71.1 also applies to an Occasion of Tax Non-Compliance in non-UK jurisdictions. If the Occasion of Tax Non-Compliance occurred in non-UK jurisdictions, the notification must be accompanied by a full explanation of the Occasion of Tax Non-Compliance and any relevant tax laws and administrative provisions so the Company can understand the nature and seriousness of the Occasion of Tax Non-Compliance.
- 71.3 Promptly upon a request by the Company, the Supplier shall supply to the Company a certificate signed by two (2) of its directors or senior officers on its behalf certifying that no Occasion of Tax Non-Compliance is continuing, or if an Occasion of Tax Non-Compliance is continuing, specifying the Occasion of Tax Non-Compliance and the steps, if applicable, taken to remedy it. This should include any mitigating factors that the Supplier considers relevant.
- 71.4 In exercising its rights or remedies under this Clause 71 or Clause 43, the Company shall:
- (A) act in a reasonable and proportionate manner taking into account, among other things:
 - (1) the gravity and duration of the Occasion of Tax Non-Compliance and any sanctions imposed by a court or tribunal; and
 - (2) any remedial action taken by the Supplier to prevent reoccurrence of the Occasion of Tax Compliance;
 - (B) seriously consider, where appropriate, action other than termination of this Contract to deal with the failure of the Supplier to comply with this Clause 71.

72. Capacity

Save as otherwise expressly provided, the obligations of the Company under this Contract are obligations of the Company in its capacity as a contracting counterparty and nothing in this Contract shall operate as an obligation upon, or in any other way fetter or constrain the Company in any other capacity, nor shall the exercise by the Company of its duties and powers in any other capacity lead to any liability under this Contract (howsoever arising) on the part of the Company to the Supplier.

73. Amendments

Any amendments to this Contract, other than those made in accordance with Clause 14, shall be effective only if made by agreement in writing between the Company's Representative and the Supplier's Representative, or those persons duly appointed by either Party to act on behalf of the Company's Representative and the Supplier's Representative in accordance with Clause 11.

74. Notices and Service of Process

- 74.1 Subject to Clause 74.2, any notice or other document given under, or in connection with, this Contract must be in English and in writing and sent by letter, electronic mail or fax or delivered by hand to the other Party's representatives in each case to the address identified below. The notice or other document will be effective as follows:

- (A) if the notice or other document is sent by letter, it will be effective when it is delivered;
- (B) if the notice or other document is sent by electronic mail, it shall be deemed to be given five (5) working hours (where "working hours" are 09:00 to 17:00 in a Working Day) following the time when the sender's electronic mail system dispatches the electronic mail provided that the correct email addresses are used, and the onus shall be on the sender to prove the time that the electronic mail was dispatched and the address it was sent to. The place of delivery of electronic mail will be deemed to be the postal address of the recipient set out in Schedule 1 (Detailed Terms);
- (C) if the notice or other document is sent by fax, it will be effective when it has been transmitted and the transmission report from the fax machine states that the entire fax has been sent successfully; and
- (D) if the notice or other document is delivered by hand to the other Party's representative, it will be effective immediately upon delivery.

The address, electronic mail address and fax numbers of the Company and the Supplier are set out in Schedule 1 (Detailed Terms).

If a Party's details change, it must notify the other Party promptly in writing of any such changes.

- 74.2 The Parties agree that proceedings arising out of or in connection with this Contract may not be served by electronic mail or fax provided that the Company may from time to time give notices to the Supplier that such proceedings may be served by electronic mail or fax. If the Company gives such a notice then with effect from such notice such proceedings may be served by electronic mail or fax in accordance with Clause 74.1. The Company may from time to time rescind such a notice by further notice and, with effect from the date of such notice of rescission, proceedings arising out of or in connection with this Contract may not be served by electronic mail or fax.

PART 16: TRANSPORT FOR LONDON GROUP REQUIREMENTS

75. Transport for London Group

75.1 Declaration of Ineffectiveness and Public Procurement Termination Event

- (A) Without prejudice to the Company's right to terminate this Contract under Clause 42.1, 43, or at common law, the Company may terminate this Contract at any time in accordance with the provisions of this Clause 75.1 in the event that:
- (1) there is a Declaration of Ineffectiveness; or
 - (2) there is a Public Procurement Termination Event (without prejudice to the Company's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or by Regulation 89(3) of the Utilities Contracts Regulations 2016).
- (B) In the event that any court makes a Declaration of Ineffectiveness or there is a Public Procurement Termination Event, the Company shall notify the Supplier. The Parties agree that the provisions of this Clause 75.1 shall apply as from the date of receipt by the Supplier of the notification of a Declaration of Ineffectiveness or a Public Procurement Termination Event. Where there is any conflict or discrepancy between the provisions of Clause 42.1 and this Clause 75.1 or the Cessation Plan, the provisions of this Clause 75.1 and the Cessation Plan shall prevail.
- (C) The Declaration of Ineffectiveness or the Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or which shall accrue to either Party prior to or after such Declaration of Ineffectiveness or Public Procurement Termination Event.
- (D) As from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness or the Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Company shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- (1) an orderly and efficient cessation of the Services or (at the Company's request) a transition of the Services to the Company or such other entity as the Company may specify; and
 - (2) minimal disruption or inconvenience to the Company or to public passenger transport services or facilities, in accordance with the provisions of this Clause 75.1 and to give effect to the terms of the Declaration of Ineffectiveness or the Public Procurement Termination Event.
- (E) Upon agreement, or determination by the Company of the Cessation Plan the Parties shall comply with their respective obligations under the Cessation Plan.
- (F) The Company shall pay the Supplier's reasonable costs in assisting the Company 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 Company. Provided that the Company shall not be liable to the Supplier for any loss of profit, revenue goodwill or loss of opportunity as a result of the early termination of this Contract in accordance with this Clause 75.1.

75.2 Crime and Disorder Act 1998

The Supplier acknowledges that the Company is under a duty under Section 17 of the Crime and Disorder Act 1998 (as amended by the Police and Justice Act 2006 and the Policing and Crime Act 2009) to:

- (A) have due regard to the impact of crime, disorder and community safety in the exercise of its duties;
- (B) where appropriate, identify actions to reduce levels of crime and disorder; and
- (C) without prejudice to any other obligation imposed on the Company, exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, in its area:
 - (1) crime and disorder (including anti-social and other behaviour adversely affecting the local environment);
 - (2) the misuse of drugs, alcohol and other substances; and
 - (3) re-offending,

and in the performance of this Contract, the Supplier shall assist and co-operate with the Company and relevant members of the TfL Group and shall use reasonable endeavours to procure that its Sub-Contractors assist and co-operate, with the Company and relevant members of the TfL Group to enable the Company to satisfy its duty.

75.3 The Company's business

The Supplier acknowledges that it:

- (A) has sufficient information about the Company and the Services;
- (B) is aware of the Company's processes and business;
- (C) has made all appropriate and necessary enquiries to enable it to carry out the Services in accordance with this Contract;
- (D) is aware of the purposes for which the Services are required; and
- (E) shall neither be entitled to any additional payment nor excused from any obligation or liability under this Contract due to any misinterpretation or misunderstanding by it of any fact relating to the Services.

75.4 **Best value**

The Supplier acknowledges that the Company is a best value authority for the purposes of the Local Government Act 1999 and as such the Company 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. The Supplier shall assist the Company to discharge its duty where possible, and in doing so, shall carry out any review of Services reasonably requested by the Company from time to time. The Supplier shall negotiate in good faith (acting reasonably) with the Company any changes to this Contract in order for the Company to achieve best value.

75.5 **Conflict of Interest**

- (A) The Supplier acknowledges and agrees that it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the carrying out of the Services or with any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the Company.
- (B) The Supplier shall undertake ongoing and regular checks for any conflict of interest throughout the duration of this Contract and in any event not less than once in every six (6) months and shall notify the Company in writing immediately on becoming aware of any actual or potential conflict of interest with the carrying out of the Services under this Contract or with any member of the TfL Group and shall work with the Company 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 Company's satisfaction, provided that, where the Company is not so satisfied (in its absolute discretion) it shall be entitled to terminate this Contract.

75.6 **Equality and Diversity and Modern Slavery**

- (A) Without limiting the generality of any other provision of this Contract, the Supplier:
 - (1) shall not unlawfully discriminate;
 - (2) shall procure that its employees and agents do not unlawfully discriminate; and
 - (3) shall use reasonable endeavours to procure that its Sub-Contractors do not unlawfully discriminate when providing the Services,within the meaning and scope of the Equality Act 2006, the Equality Act 2010 and any other relevant enactments in force from time to time in relation to discrimination in employment.
- (B) The Supplier acknowledges that the Company is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to:
 - (1) eliminate unlawful discrimination on the grounds of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation (all "Protected Characteristics") and marriage and civil partnership;

- (2) advance equality of opportunity between persons who share a Protected Characteristic and persons who do not share it; and
- (3) foster good relations between persons who share a Protected Characteristic and persons who do not.

In performing this Contract the Supplier shall assist and cooperate with the Company where possible in satisfying this duty.

- (C) The Supplier shall ensure that its staff, and those of its Sub-Contractors who are engaged in the performance of this Contract comply with the Company's policies in relation to equal opportunities and diversity, workplace harassment and drugs and alcohol as may be updated from time to time. Copies of these policies are available from the Company at any time on request.
- (D) The Company's Harassment, Bullying and Discrimination Policy as up-dated from time to time (copies of which are available on request from the Company) requires the Company's own staff and those of its Sub-Contractors to comply fully with the Harassment, Bullying and Discrimination Policy to eradicate harassment in the workplace. The Supplier shall:
 - (1) ensure that its staff, and those of its Sub-Contractors who are engaged in the performance of the Contract are fully conversant with the requirements of the Harassment, Bullying and Discrimination Policy;
 - (2) fully investigate allegations of workplace harassment in accordance with the Harassment, Bullying and Discrimination Policy; and
 - (3) ensure that appropriate, effective action is taken where harassment is found to have occurred.
- (E) The Supplier undertakes, warrants and represents that:
 - (1) neither the Supplier nor any of its officers, employees, agents or subcontractors has:
 - (a) committed an offence under the Modern Slavery Act 2015 (a "**MSA Offence**"); or
 - (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (c) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
 - (2) it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy;
 - (3) it shall notify the Company immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have, breached or potentially breached any of Supplier's obligations under this Clause 75.6(E). Such notice to set out

full details of the circumstances concerning the breach or potential breach of Supplier's obligations.

[Any breach of this Clause 75.6(E) by the Supplier shall be deemed a material breach of the agreement and shall entitle the Company to terminate the agreement in accordance with Clause 43.1(A).

- (F) In addition to this Clause 75.6, the Supplier shall comply with its obligations under Schedule 14 (Responsible Procurement) in respect of equality and diversity.

75.7 Work Related Road Risk

- (A) For the purposes of Clauses 75.7(B) to 75.7(J) (inclusive) of this Contract, the following expressions shall have the following meanings:

"Approved Progressive Training"

means an ongoing programme of personal development that uses a combination of theoretical, e-learning, practical and on the job training to ensure Drivers have the knowledge, skills and attitude to operate safely on urban roads and shall include:

(a) Safe Urban Driving ("SUD") training to be undertaken every five (5) years; or

(b) a training course, which in the reasonable opinion of the Company is an acceptable substitute to SUD; and

(c) one safety related FORS e-learning module to be undertaken every twelve (12) months;

"Bronze Accreditation"

means 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"

means a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;

"Category N2 Lorry"

means a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;

"Category N3 Lorry"

means a vehicle designed and constructed for the carriage of goods and having a MAM

	exceeding 12,000 kilograms;
" <u>Collision Report</u> "	means a report detailing all collisions during the previous twelve (12) months involving injuries to persons or fatalities;
" <u>Delivery and Servicing Vehicle</u> "	means a Lorry, a Van or a Car-derived Van;
" <u>Direct Vision Standard</u> " or " <u>DVS</u> "	Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 Lorry cab in relation to other road users. Further information can be found at: www.tfl.gov.uk
" <u>Driver</u> "	means any employee of the Supplier (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Supplier while providing the Services;
" <u>DVLA</u> "	means Driver and Vehicle Licensing Agency;
" <u>FORS</u> "	means 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;
" <u>FORS Standard</u> "	means 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 ;
" <u>Gold Accreditation</u> "	means the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk ;
" <u>Lorry</u> "	means a vehicle with an MAM exceeding 3,500 kilograms;
" <u>MAM</u> "	means the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;

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

(B) Fleet Operator Recognition Scheme Accreditation

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, it shall within sixty five (65) Working Days of the Commencement Date:

- (1) (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Company, is an acceptable substitute to FORS (the "Alternative Scheme"); and
- (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 Supplier has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

(C) Safety Features on Lorries

The Supplier shall ensure that every Lorry, which it uses to provide the Services, shall have:

- (1) Side Underrun Protection fitted at a height not exceeding 550mm from the ground, unless the Supplier can demonstrate to the reasonable satisfaction of the Company that the Lorry will not perform the function for which it was built if the Side Underrun Protection is fitted;
- (2) Front Underrun Protection fitted at a height not exceeding 400mm from the ground, unless the Supplier can demonstrate to the reasonable satisfaction of the Company that the Lorry will not perform the function for which it was built if the Front Underrun Protection is fitted;
- (3) equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre;
- (4) prominent signage on the Lorry to warn cyclists and other road users of

the dangers of the Lorry's near side blind spot and of getting too close to the Lorry; and

- (5) front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of direct vision, fully operational indirect vision aids and driver audible alerts.

(D) Direct Vision Standard

Where applicable:

- (1) The Supplier shall comply with the Schedule 22 (Heavy Vehicles Direct Vision Standard); and
- (2) the Supplier shall ensure that:
 - (a) from and including 1 October 2018, all Category N3 Lorries used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating;
 - (b) from and including 1 April 2020 all Category N3 Lorries used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating; and
 - (c) so far as reasonably practicable, the conditions at all sites and locations within the control of the Supplier where:
 - 1) the Services are being delivered, or
 - 2) in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,
 - (d) are appropriate for each Category N2 lorry and Category N3 Lorry being used in the provisions of the Services. The Supplier shall not incur any costs or make any changes to the site(s) without the prior written consent of the Company.

(E) Driver Licence Checks

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services the Supplier shall ensure that:

- (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
- (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 Supplier's risk scale, provided that the Supplier's

risk scale has been approved in writing by the Company within the last twelve (12) months:

- (a) 0 – 5 points on the driving licence – annual checks;
- (b) 6 – 8 points on the driving licence – quarterly checks; or
- (c) 12 or more points on the driving licence – monthly checks.

(F) Driver Training

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services the Supplier shall ensure that each of its Drivers attends Approved Progressive Training throughout the term of the Contract.

(G) Collision Reporting

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, the Supplier shall:

- (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
- (2) within ten (10) Working Days of the Commencement Date, provide to the Company a Collision Report. The Supplier shall provide to the Company an updated Collision Report within five (5) Working Days of a written request from the Company.

(H) Self-Certification of Compliance

Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, within sixty five (65) Working Days of the Commencement Date, the Supplier shall make a written report to the Company detailing its compliance with Clauses 75.7(B), 75.7(C) 75.7(D), 75.7(F) and 75.7(G) of this Contract (the "WRRR Self-certification Report"). The Supplier shall provide updates of the WRRR Self-certification Report to the Company on each three (3) month anniversary of its submission of the initial WRRR Self-certification Report.

(I) Obligations of the Supplier regarding Sub-Contractors

The Supplier shall ensure that those of its Sub-Contractors who operate Category N2 Lorries, Category N3 Lorries, Vans and/or Car-derived Vans to provide the Services shall comply with the corresponding provisions of the Contract:

- (1) Clause 75.7(B); and
- (2) for Category N2 Lorries – Clauses 75.7(C), , 75.7(F), 75.7(G) and 75.7(G); and
- (3) for Category N3 Lorries – Clauses 75.7(C), 75.7(D), 75.7(F), 75.7(G) and, where applicable, the appropriate provisions of the heavy Goods Vehicle Direct Vision Standard Schedule; and

- (4) for Vans and Car-derived Vans – Clauses 75.7(F), 75.7(G) and 75.7(H),

as if those Sub-Contractors were a party to this Contract.

(J) Failure to Comply with Work Related Road Risk Obligations

Without limiting the effect of any other Clause of this Contract relating to termination, if the Supplier fails to comply with any of Clauses 75.7(B), 75.7(C), 75.7(D), 75.7(F), and 75.7(G), 75.7(H) and/or 75.7(I):

- (1) the Supplier has committed a material breach of this Contract; and
- (2) the Company may refuse the Supplier, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Company for any purpose (including but not limited to deliveries).

76. Enhanced Capital Allowances

76.1 For the purposes of this Clause 76, "Eligible Components" shall mean any products that are listed or capable of being listed on the Energy Technology List and/or the Water Technology List.

76.2 Registration of Eligible Components

- (A) The Supplier shall use Eligible Components in providing the Services and shall comply with the following obligations:
 - (1) if the Supplier has the choice between an Eligible Component and another product, the Supplier shall use the Eligible Component; and
 - (2) if the Supplier develops a product that is capable of being an Eligible Component, the Supplier shall ensure that this product is designed in a way that allows it to become an Eligible Component.
- (B) The Supplier's obligations contained in Clause 76.2(A) above shall not apply to a particular product if the Supplier provides to the Company evidence that is satisfactory to the Company that it is not reasonably practicable to comply with the obligations contained in Clause 76.2(A) above in relation to that particular product.
- (C) The Supplier shall register all Eligible Components on the Energy Technology List and/or the Water Technology List (as the case may be) and shall provide to the Company evidence of such registration that is acceptable to the Company within ten (10) days of registration.

76.3 Claim for Enhanced Capital Allowances

- (A) To enable the Company to support its claim to HM Revenue and Customs in relation to Enhanced Capital Allowances, the Supplier shall provide the following information to the Company as necessary:
 - (1) details of all Eligible Components, including:

- (a) the number of Eligible Components;
 - (b) unique model reference numbers; and
 - (c) Supplier details and evidence of conformance with minimum performance;
 - (2) the cost per each Eligible Component;
 - (3) any applicable professional fees directly associated with the provision of each Eligible Component;
 - (4) the installation and delivery costs of each Eligible Component and associated preliminaries directly associated with the provision of each Eligible Component; and
 - (5) details of the asset on which each Eligible Component purchased will be installed.
- (B) For the purposes of Clauses 76.3(A)(1) to 76.3(A)(5) inclusive, the Supplier shall provide to the Company an invoice or payment certificate along with supporting evidence that demonstrates to the satisfaction of the Company that the costs incurred as referred to in Clauses 76.3(A)(1) to 76.3(A)(5) inclusive are sufficiently linked to each Eligible Component (where applicable).
- (C) For the purposes of section 5 of the Capital Allowances Act 2001, the Supplier shall provide the Company with the delivery date for each Eligible Component.
- (D) The Supplier agrees to co-operate with the Company and its professional advisers in relation to the submission and agreement of such claim to HM Revenue and Customs.

76.4 The Supplier undertakes and confirms to the Company that neither it nor any Affiliate, Sub-Contractor, supplier or provider of finance to the Supplier or any of those persons has claimed and that it will not claim and shall procure that no such other person shall claim any Enhanced Capital Allowances or analogous tax allowances in respect of the Services.


SIGNATURES

IN WITNESS of which this document has been executed as a deed by the Parties and delivered as a deed on the date first written above.

Executed as a deed by affixing the Common Seal of)
London Underground Limited)
in the presence of)

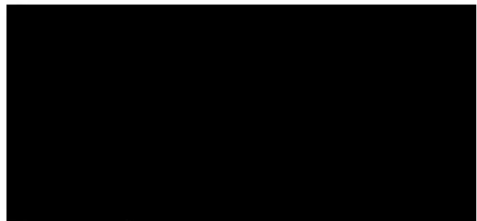


Authorised Signatory _____

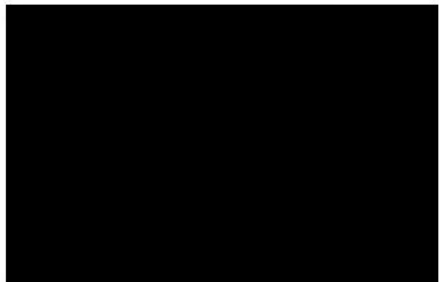
Authorised Signatory: 

Executed as a deed by Cleshar Contract Services Limited

acting by )
Authorised Signatory




and )
Authorised Signatory



SCHEDULE 1: DETAILED TERMS

Contract Reference Number:	TfL00916
Commencement Date:	20 th January 2020
Services Commencement Date:	2 nd February 2020
Expiry Date:	5 years from the Commencement Date, unless extended in accordance with Clause 2 of the Contract.
Supplier's Representative:	<p>██████████</p> <p>Address: Heather Park House North Circular Road Stonebridge London NW10 7NN</p>
Email	██████████@cleshar.co.uk
Telephone:	██████████
Supplier's address for service of notices: Address:	<p>Address: ██████████</p> <p>Heather Park House North Circular Road Stonebridge London NW10 7NN</p>
Email:	Email: ██████████@cleshar.co.uk
Telephone:	██████████
Company's Representative:	<p>Mr James Boardman (Cleaning Delivery Manager)</p> <p>Address: London Underground Ltd Floor 1 Stratford Market Depot Burford Road E15 2SB</p>
Email	Email ██████████@tfl.gov.uk
Telephone:	Tel: ██████████
Company's address for service of notices	<p>Address: Mr James Boardman (C/O) the Legal Dept. London Underground Ltd 5 Endeavour Square, Stratford London E20 1JN</p>
Email:	██████████@tfl.gov.uk

Additional applicable standards under Clause 5.2(D):	Please refer to Specification.
Specification:	See Schedule 3 (Specification)
Site:	Please refer to Specification.
Contract Price:	See Schedule 2 (Payment) Appendix 1
Additional Works Rates	See Schedule 2 (Payment) Appendix 2
Security required pursuant to Clause 53.1	
Performance Bond	No
Parent Company guarantee	Yes
Interest Rate pursuant to Clause 20:	
Contractual Documentation (Clause 13.1):	Refer to Contract.
Contract progress meetings (Clause 13.3)	Refer to Contract.

SCHEDULE 2: PAYMENT

1. **Introduction**

- 1.1 This Schedule 2 sets out the Contract Price for the delivery of the Services by the Supplier, and the performance of the Supplier's other obligations, under or in connection with this Contract.
- 1.2 The Contract Price shall be inclusive of all costs and expenses of whatsoever nature and howsoever incurred by the Supplier in the provision of the Services and the performance of the Supplier's obligations in accordance with this Contract.

2. **Definitions**

In this Schedule 2, the following definitions shall have the following meanings:

"Additional Works Rates" means the agreed rates for providing Additional Services as set out in Appendix 2 to the Schedule 2

"Contract Price" means the agreed annual price for delivering the Services as set out in Appendix 1 to this Schedule 2.

"Payment per Period" has the meaning set out in paragraph 3.2 below.

3. **Contract Price and Payment Applications**

- 3.1 The Contract Price shall remain fixed for the duration of this Contract save for Variations agreed between the Company and the Supplier in accordance with **Schedule 5** (Variations and Additional Works)) and adjustment further to paragraphs 4 (CPI Adjustment) and 5 (London Living Wage Adjustment). The amounts paid to the Supplier may be reduced by Abatements calculated in accordance with Schedule 11 (Performance Measurement).
- 3.2 The Supplier shall submit a Payment Application for one thirteenth (1/13th) of the Contract Price in accordance with the Contract (the Payment per Period). Any Variation or Additional Works instructed pursuant to Schedule 5 (Contract Variation Procedure and Additional Works) will be priced in accordance with the Additional Works Rates as set out in Appendix 2 to this Schedule 2.
- 3.3 A breakdown of the Contract Price into direct and indirect costs is provided at Appendix 3 to this Schedule 2

4. **CPI Adjustment**

- 4.1 The Contract Price; the Payment per Period and the Additional Works Rates are subject to an annual CPI adjustment in accordance with the process set out in Appendix 4 and Appendix 6 of this Schedule 2.

5. **London Living Wage Adjustment**

- 5.1 The Contract Price, the Payment per Period and the Additional Works Rates are subject to adjustments arising from changes to the London Living Wage in accordance with the process set out in Appendix 5 and Appendix 6 of this Schedule 2

APPENDIX 1: CONTRACT PRICE

The Contract Price and payment per period in the first year of the Contract (prior to the application of the CPI Adjustment and the London Living Wage Adjustment) is as follows:

Contract Price = [REDACTED]

Financial Year	Period	Period end date	Payment
2019/20	Period 11	01/02/20	[REDACTED]
	Period 12	02/02/20	[REDACTED]
	Period 13	31/03/20	[REDACTED]
2020/21	Period 1	02/05/20	[REDACTED]
	Period 2	30/05/20	[REDACTED]
	Period 3	27/06/20	[REDACTED]
	Period 4	25/07/20	[REDACTED]
	Period 5	22/08/20	[REDACTED]
	Period 6	1/09/20	[REDACTED]
	Period 7	17/10/20	[REDACTED]
	Period 8	14/11/20	[REDACTED]
	Period 9	12/12/20	[REDACTED]
	Period 10	09/01/21	[REDACTED]

The above Contract Price is fully inclusive for all Services including but not limited to Track and Tunnel Cleaning Services and Graffiti Services.

APPENDIX 2: ADDITION WORKS RATES

The Additional Works Rates are:

1. Track and Tunnel Cleaning Services

Discipline	SHIFT RATES																	
	No. of hours	Rate 1 (£)	Total	Rate 2 (£)	Total	Rate 3 (£)	Total	Rate 4 (£)	Total	Rate 5 (£)	Total	Rate 6 (£)	Total	Rate 7 (£)	Total	Rate 8 (£)	Total	
Site Person in Charge (inc. SPC track)	8																	
PWT-EH	8																	
PWT-TH	8																	
PWT- D	8																	
COSS- PTS	8																	
Cleaning Operative- PTS	8																	
Consumables - Per Shift Per Operative	1																	
Vehicle-Per Shift	1																	

2. Graffiti Services

Discipline	SHIFT RATES																
	No. of hours	Rate 1 (£)	Total	Rate 2 (£)	Total	Rate 3 (£)	Total	Rate 4 (£)	Total	Rate 5 (£)	Total	Rate 6 (£)	Total	Rate 7 (£)	Total	Rate 8 (£)	Total
Site Person in Charge (inc. SPC track)	8																
PWT-EH	8																
PWT-TH	8																
PWT- D	8																
COSS- PTS	8																
Graffiti Removal Operative- PTS	8																
Consumables - Per Shift Per Operative	1																
Vehicle-Per Shift	1																

Note:

The hourly rates include all associated costs for that individual in the delivery of the Services including but not limited to: holiday allowance, training, pension, bonuses, transport, accommodation, profit and overheads.

The shifts are:

- Rate 1 Monday to Friday Traffic Hours
- Rate 2 Monday to Friday Engineering Hours
- Rate 3 Saturday Traffic Hours
- Rate 4 Saturday Engineering Hours
- Rate 5 Sunday / Bank Holiday Traffic Hours
- Rate 6 Sunday / Bank Holiday Engineering Hours
- Rate 7 Christmas & New Year Bank Holidays Traffic Hours
- Rate 8 Christmas & New Year Bank Holidays Engineering Hours

The following definitions shall apply:

- "Monday to Friday" means the time from start of Traffic Hours on Monday morning to the time at the end of Engineering Hours on Friday night/ Saturday morning.
- "Saturday" means the time from start of Traffic Hours on Saturday morning to the time at the end of Engineering Hours on Saturday night/Sunday morning.
- "Sunday" means the time from start of Traffic Hours on Sunday morning to the time at the end of Engineering Hours on Sunday night/Monday morning.
- "Bank Holiday" means a recognised English Holiday excluding Christmas and New Year Bank Holidays which are more particularly defined below. Start and end times as per definition for "Sunday" stated above.
- "Christmas and New Year Bank Holidays" means 25 December, 26 December and 01 January within each year. For the avoidance of doubt, each day is deemed to commence at the start of Engineering Hours
- with the previous Traffic Hours shift paid at the rate applicable for the day in question.
- "Traffic Hours", are defined as being between start of traffic (when the track current is turned on) and close of traffic (when the track current is turned off); this being approximately between 05.00 hours and 01.00 hours.
- These times may be amended from time to time and the Contractor is required to refer to the Traffic Circular, Engineering and Safety Arrangements Circular, nightly engineering notices, and any other notices.
- "On/Off" times for track current are contained within the "Guide to Switching Traction Current On and Off".
- "Engineering Hours", are defined as being between close of traffic (when the track current is turned off) and start of traffic (when track current is turned on); approximately 01.00 to 05.00 hours.
- These times may be amended from time to time and the Contractor is required to refer to the Traffic Circular, Engineering and Safety Arrangements Circular, nightly engineering notices, and any other notices.
- "On/Off" times for track current are contained within the "Guide to Switching Traction Current On and Off".

APPENDIX 3: CONTRACT PRICE BREAKDOWN

Summary

Contract Price breakdown	
Direct staff costs	[REDACTED]
Indirect staff costs	[REDACTED]
Contract Price	[REDACTED]

Direct Costs

Labour						
Role	No. of Operatives	Hours per shift	No. of shifts per annum	Shift rate (£)	Total Cost	Notes/Comments
Site Based Labour (ONE ROW PER ROLE)						
Track and Tunnel Cleaning Services and Graffiti Services Teams						
PWT/SPc Litter Picker Supervisor	5	8	1300			
PWT Litter Picker	35	8	9737			
Depot PWT/SPc Including vehicle	1	8	260			
PWT Metal Picker/Grease cleaning	7	8	1820			
PWT/SPc Including vehicle	9	8	1900			
Cleaning Operative	39	8	9192			
Total of direct staff costs carried to summary						

Indirect Costs

Labour					
Role	Hours per Week	Hourly Rate	Weeks per year	Total Cost	Notes/Comments
Non-Site Based Staff (ONE ROW PER ROLE)					
Management, Administration roles and all supporting staff roles (e.g. Quality, Health & Safety, Environmental, Finance, HR, Report Centre staff)					
Contract Manager	23.75		26.0		
Senior Operations Manager	47.5		52.0		
Head of Commercial	4.75		5.2		
Health & Safety Advisor	19		20.8		
Quality Lead	4.75		5.2		
Environmental Lead	4.75		5.2		
Compliance/Protection Manager	4.75		5.2		
Contract Administrator (Days)	47.5		52.0		
HR/IR Co-ordinator	4.75		5.2		
Quantity Surveyor	23.75		26.0		
Access Planning Co-ordinator	47.5		52.0		
Operations Manager	47.5		52.0		
Operations Manager	47.5		52.0		
Operations Manager	47.5		52.0		
Total of indirect staff costs carried to summary					

APPENDIX 4: CPI ADJUSTMENT FOR INFLATION

1 Definitions

- 1.1 For the purposes of this Appendix 4 of Schedule 2 (Payment), the following terms have the following meanings:

the “Base Date” used in the calculation of the Price Adjustment Factor is 1st April 2019;

the Base Date Index (“B”) is the latest available Index before the Base Date;

the Latest Index (“L”) is the latest available Index at the Adjustment Date;

the “Adjustment Date” is the 1st April each year (commencing 2020);

the “CPI Price Adjustment Factor” is $(L-B)/B$ expressed as a percentage for the Index linked to it, and may be negative; and

the “Index” is “CPI”

2 CPI Price Adjustment Factors

- 2.1 If an Index is changed after it has been used in calculating a CPI Price Adjustment Factor but before the next Adjustment Date, the calculation is repeated and a correction made.

3 Time and method of calculation

- 3.1 The Contract Price and the Additional Works rates shall be adjusted annually for inflation in accordance with Appendix 6 of this Schedule 2 (Payment).
- 3.2 CPI Adjustments shall take effect on each Adjustment Date and shall apply for the duration of each financial year using the Price Adjustment Factor applicable at the relevant Adjustment Date.

APPENDIX 5: LONDON LIVING WAGE (LLW) ADJUSTMENT

1 Definitions

1.1 For the purposes of this Appendix 5 of Schedule 2 (Payment), the following terms have the following meanings:

the “Base Date” used in the calculation of the LLW Adjustment Factor is 1st April 2019;

the Base Date Rate (“B”) is the LLW rate of pay effective at the Base Date;

the Latest Rate (“L”) is the latest LLW rate of pay effective at the Adjustment Date;

the “Adjustment Date” is the 1st April each year (commencing 2020); and

the “LLW Adjustment Factor” is $(L-B)/B$ expressed as a percentage for the Index linked to it, and may be negative.

the ‘Adjustable Percentage’ is proportion 29.2% of the Contract Price.

2 LLW Adjustment Factors

2.1 If a LLW rate of pay is changed after it has been used in the calculation of an LLW Adjustment Factor but before the next Adjustment Date, the calculation is repeated and a correction made.

3 Time and method of calculation

3.1 Where the LLW Adjustment Factor is greater than the CPI Price Adjustment Factor (calculated in accordance with Appendix 4 of this Schedule 2) a supplemental adjustment factor (the LLW Supplement Factor) is calculated by deducting the CPI Price Adjustment Factor from the LLW Adjustment Factor and multiplying the resultant by the Adjustable Percentage.

3.2 Where an LLW Supplement is applicable the Contract Price and the Additional Works Rates shall be adjusted in accordance with Appendix 6 to this Schedule 2 (Payment).

3.3 LLW Supplements shall take effect on each Adjustment Date and shall apply for the duration of each financial year using the LLW Supplement Factor applicable at the relevant Adjustment Date.

APPENDIX 6: CALCULATION OF THE ADJUSTED CONTRACT PRICE

1.1 The adjusted Contract Price; Payment per Period and the Additional Works Rates applicable to each financial year calculated by the application of the following formulas.

Adjusted Contract Price	=	Contract Price	+	Contract Price x CP Adjustment Factor	+	Contract Price x LLW Supplement Factor
Adjusted Payment per Period	=	Payment per Period	+	Payment per Period ⁽²⁾ x CPI Adjustment Factor	+	Payment per Period x LLW Supplement Factor
Adjusted Additional Works Rates	=	Additional Works Rates	+	Additional Works Rates x CPI Adjustment Factor	+	Additional Works Rates x LLW Supplement Factor

SCHEDULE 3: SPECIFICATION

1. Definitions

1.1 In this Schedule 3, the following definitions shall have the following meanings:

<u>"Access Plan"</u>	means plant and equipment enabling Supplier to gain elevated access to Company assets as defined in the Cleaning Standard.
<u>"Bolt hole / recess"</u>	means a recess in tunnel wall.
<u>"Cleaning Standard"</u>	means the standard identified in the Company's Standard S1166 (Cleaning of the Track Environment).
<u>"Engineering Hours"</u>	has the meaning given to that term in Schedule 4 (Access).
<u>"Fault Report Centre"</u>	means the Company's fault report centre.
<u>"Junction Work"</u>	means diverging Tracks and crossovers comprising of points and crossings.
<u>"MXES Inspection Report"</u>	means the Company system generated cleaning quality inspection report as described in Clause 2.5 to this Schedule 3 (Specification) and in the form set out in Appendix C to this Schedule 3 (Specification).
<u>"Open Station Ground"</u>	means the ground and Tracks between or adjacent to open section Station platforms and the Track, six foot, cesses and Junction Work within a defined length extending from each end of the Station.
<u>"Running Tunnels"</u>	means tunnels in which trains run.
<u>"Safety Documentation"</u>	means those documents (including any reports or plans) the Supplier is required to prepare, maintain and/or provide pursuant to Schedule 6 (Health, Safety, Quality and Environmental Requirements).
<u>"Shift Diary"</u>	has the meaning given in paragraph 2.4 of this Schedule 3 (Specification).
<u>"Shift Diary Reconciliation Report"</u>	has the meaning given in paragraph 6.4 of this Schedule 3 (Specification).
<u>"Station"</u>	has the meaning given in Schedule 4 (Access).

<u>"Station Grounds"</u>	means Open Station Grounds and Tube Station Grounds.
<u>"Track"</u>	has the meaning given to that term in Schedule 4 (Access).
<u>"Track Cleaning Quality Inspection Report"</u>	means the report to be completed by the Supplier in the form set out in Appendix B to this Schedule 3 (Specification).
<u>"Track Signage"</u>	means Station limit markers, limited clearance signs, BRS plates and other marker plates fixed to sleepers or the tunnel wall, trackside structures or posts.
<u>"Traffic Hours"</u>	has the meaning given to that term in Schedule 4 (Access).
<u>"Tube Station Ground"</u>	means the full width of the Track in Station platform areas including the 'suicide pit'.

2. Introduction

2.1 Throughout the term of the Contract, the Supplier shall provide:

- (A) the cleaning services set out in this Schedule 3 and the Cleaning Standard in accordance with the Cleaning Standard and the Contract
- (B) the graffiti removal services set out in paragraph 8 of this Schedule 3 (the "Graffiti Services") in accordance with the Contract,

in the locations listed at the following link:
http://luintranet.tfl/ops_maintenance/Service_support/Maps_Diagrams/688.html.

2.2 In performing the Services, the Supplier shall:

- (A) not create a risk of fire through the accumulation of any flammable materials and materials which are capable of creating an electric arc;
- (B) ensure there is never an accumulation of litter and other flammable materials which may result in the destruction of or damage to, trackside equipment, including signal cables equipment, signs, train-stops and Track lubricators;
- (C) ensure that all trackside equipment is regularly cleaned to prevent the deterioration or failure of the trackside equipment due to ingress of dirt;
- (D) ensure that all Track Signage is kept clean and never become masked by the accumulation of dirt, grease, oil and litter;

- (E) ensure that the Track and tunnel environment is kept clear of litter and debris to:
 - (1) avoid the reduced efficiency of Track safety inspections by obscuring faults; and
 - (2) reduce the risk of slips, trips and falls by obscuring or making conditions difficult underfoot.
- (F) take all possible steps to prevent damage to Track components, trackside equipment and signal equipment whilst in the process of performing the Services. Any damage, howsoever caused including by accident or otherwise observed during provision of the Services, are to be reported immediately to the Company's Representative.

2.3 In planning and performing the Services, the Supplier will document in the Track Cleaning Quality Inspection Report the following areas of concern as a minimum:

- (A) large pockets of leaves and dead vegetation accumulating in points, crossings, train stops, Bolt-holes / recesses, lubricator pits etc. These are of particular concern during periods of dry weather where accumulations of dried leaves and vegetation can be easily ignited by a stray spark from arcing;
- (B) build-up of dust and fluff on platform ends, cables and lineside equipment;
- (C) small items such as cigarette ends, sweet wrappers, small pieces of plastic and wood etc. accumulating mainly in Tube Station Grounds and, in particular, those areas which are adjacent to signal assets and points and crossings;
- (D) rubbish accumulation in platform overhangs and under ramp ends;
- (E) dust, fluff, oil and grease masking Track Signage build-up of oil, grease, dust and fluff on Track components;
- (F) pigeon guano;
- (G) broken glass bottles and glass remnants in and around the Track including in Station Grounds;
- (H) large items such as shopping trolleys, train shoes, bags/items of rubbish discarded by third parties; and
- (I) metallic debris around Track joints causing arcing and interference or failure of the signalling and communication systems. The Supplier shall remove metallic debris from around the joints, clean each joint to remove grease. Fine metallic particles are to be removed with a magnetic wand.
- (J) In relation to the performance of the Services:

- (A) Date and time of shifts
- (B) Nature of activity
- (C) Location of activity
- (D) Details of the resources used
- (E) Details of the quality of the Services delivered against this Specification
- (F) Details of any non-compliances or deficiencies in the Services undertaken
- (G) Details of corrective action or improvement plans issued as a result of the inspection.

2.4 The Supplier shall ensure that the Supplier Personnel performing the Services shall report to their shift managers at the end of each shift any observation or incident, with regards to the cleanliness of the Track environment, that they cannot deal with during the course of their duties, such report to include (as a minimum):

- (A) Date
- (B) Completed by
- (C) Line Name
- (D) Reference number
- (E) Contractor numbers
- (F) Employment Status
- (G) Route number
- (H) Location
- (I) Description of work
- (J) Number of bags filled
- (K) Any incidents or events
- (L) Call back time
- (M) Actual time
- (N) Any other comments,

("Shift Diary"). The Supplier shall submit the Shift Diary to the Company following each shift within the two hours prior to the commencement of Traffic Hours.

- 2.5 The Company shall conduct audits, and report on such audits in the form of MXES Inspection Reports, on 10% of the Services per Period to check that the Supplier has performed the Services at the locations and at the frequencies set out in the Cleaning Standard and at the following link:
http://luintranet.tfl/Ops_maintenance/Service_support/Maps_Diagrams/688.html.

The Supplier shall co-operate fully with and assist the Company in reviewing and investigating the output of the MXES Inspection Reports.

- 2.6 The Company's Representative shall monitor internal complaints received by it (directly or indirectly) from Company stakeholders (where the Services are being provided) to assess the Supplier's performance. Such complaints shall be measured in accordance with Schedule 11 (Performance Measurement) and shall be reviewed and discussed at the Period Progress Meeting.

3. Scope of Services – Track and Tunnel Cleaning

- 3.1 This Specification defines the requirements by which all Track areas on the Underground Network shall be kept free of litter and cleaned in accordance with the Cleaning Standard.

3.2 Denied Access

Notwithstanding the provisions of Clause 29 (Relief Events), should the Supplier be denied access which has been booked by the Supplier in accordance with Schedule 4 (Access) because of late notification from the Company of engineering works, possessions, specified area etc. the Supplier shall reschedule the affected Services for the next earliest opportunity. However, the Supplier should endeavour to ensure that the re-arranged programme does not result in litter picking or cleaning of a specific location being carried out on consecutive nights.

3.3 Waste Management - General

- (A) The Supplier shall comply with paragraphs 12.11 to 12.14 of Schedule 6 (Health, Safety, Quality and Environmental Requirements).

3.4 Sharps Management

The Supplier shall comply with:

- (A) the Sharps Management Policy set out in TfL Guidance Document G1330 – Management of Discarded Syringes - Sharps; and
(B) the Sharps Management Policy set out in Appendix A to this Schedule 3 (Sharps Management Policy).

The disposal of rubbish in this category shall be carefully monitored by the Supplier and controlled using appropriate administrative work instructions which shall include the use of Controlled Waste Transfer Notes.

3.5 Rectification of failure to perform the Services

Without prejudice to any other rights and remedies of the Company and subject to paragraph 8.2(D) below, all instances of non-performance of the Services notified to the Supplier by the Company shall be rectified by the Supplier within five (5) calendar days of such notification (irrespective of whether or not the five (5) calendar day period falls within a working week).

3.6 Cleaning of Walls in Tube Running Tunnels

- (A) The Supplier shall carry out removal of accumulated loose dust and fluff, oil and grease, from all areas on the tunnel walls up to 2.3 metres above the top of the running rails to include surfaces and spaces behind equipment, air pipes, signal cables, tunnel telephones and wires, permanent lighting, support brackets etc. as well as the picking of smaller items and leaves not picked during normal litter-picking.
- (B) The Supplier shall undertake this work no less than once every two years. Prior to commencement, the work shall be subject to testing for the presence of asbestos and assessment for the need of special protective and monitoring measures to be instituted as may be required all in accordance with the Company instructions in writing.
- (C) The Supplier shall carry out the Services referred to in this paragraph 3.7 in accordance with Table 1 below.

Table 1

Scope of Service/Particular items	Service Requirements
Tube Running Tunnel wall surfaces up to a height of 2.3 metres above top of running rails measured vertically.	Cleaning of all accumulated surface dirt, dust and fluff, and removal of oil and grease. Frequency of cleaning is once every two years.
Surface or structure mounted marker plates, signs and permanent lighting.	Cleaned of all surface dirt, dust, grease and oil.
Surface or structure mounted equipment, casings and cabinets.	Cleaned of all surface dirt, dust, grease and oil.
Surface or structure mounted cables, wires and pipes including associated support hangers,	Cleaning of all accumulated surface

Scope of Service/Particular items	Service Requirements
brackets and fixings.	dirt, dust and fluff.

Note: This cleaning regime may expose faulty components or equipment. Any faults observed by the Supplier shall be reported immediately to the Company.

3.7 Leaf Clearance

The Supplier shall be responsible for clearing and removal of any large build-up of leaves which accumulates on the Track including in accordance with Table 2 below.

Table 2

Type of Work	Notes
Leaf clearance.	Clearance and removal of large build-up of leaves – mainly seasonal.

3.8 Additional Works – Track Cleaning / Litter Picking or other associated services

During the term of this Contract, the Company may request the additional services set out in Table 3 below, which will be instructed by variations to the Contract in accordance with Schedule 5 (Contract Variation Procedure and Additional Works). In these instances the additional services are to be carried out in accordance with the requirements as detailed in this Schedule 3 for cleaning / litter picking, unless otherwise advised by the Company Representative.

Table 3

Type of Work	Events
Increased litter picking required for special events	Including, but not limited to, Wimbledon Tennis Tournament, Notting Hill Carnival, London Marathon, Wembley, Stratford, Cricket events at Lords and Oval

3.9 Working around Junction Work

(A) The Supplier shall ensure that all operatives are briefed and familiar with the procedures and hazards related to working around points at Junction Work which are as follows.

- (1) no work shall be carried out around points during Traffic Hours;

- (2) Litter picking tools shall be used for the Services. At no time shall the operative place his / her hand in between the stock and switch, or any other working part unless the points are secured;
- (3) Supplier Personnel shall comply with the London Underground Limited Rule Book sections relating to securing moving points which is available at:
<https://sharelondon.tfl.gov.uk/pt/tms/Pages/RequestExternalAccess.aspx>

3.10 **Metal Picking and Collecting metal on Metallic Particle collectors**

- (A) The main task of metal picking is to ensure that all block joints are cleaned on their assigned routes throughout all of the Underground Network. This task will be done by using hand tools.
- (B) The purpose of metal picking is to ensure that there are no signal failures and that all the following types of metal waste (all metal scaling, -swarf, -side cut, -brake block shelling, -flaking or any other metallic debris or waste identified by the Company) is liberated from the track environment during a metal pick.
- (C) Should the Supplier find any metal not covered by this description, the Supplier should consult with the Company to decide the course of action.
- (D) The metallic filings are to be collected, recorded and weighed each night with the figures reported back to the Company.
- (E) The metallic waste must be disposed of appropriately by the Supplier.
- (F) For the avoidance of doubt all metallic waste must be treated as contaminated waste and disposed of in accordance with the government guidelines available at: <https://www.gov.uk/dispose-hazardous-waste> , The Supplier must ensure the consignee returns the completed third part of the consignment note from the site that receives the relevant metallic waste. The Supplier must keep such completed consignment notes for three years from the date of the note.
- (G) The availability of competent Supplier resource metal picking on the Underground Network is covered in the Cleaning Standard and must at all time be adhered to by Supplier.
- (H) Where the Company has fixed metal particle collectors in the form of magnets, such magnets should be cleaned of any metallic waste during the completion of the routes.
- (I) For the avoidance of doubt the Supplier shall provide the necessary means in terms of equipment to remove all metallic filings in accordance with this Specification.

3.11 Grease Cleaning

- (A) The Supplier shall be responsible for removing all beaded grease as this will prevent the railhead from becoming contaminated.
- (B) All Track areas for the Underground Network shall be cleared of any excess grease by competent grease cleaners dedicated to this activity alone on a regular basis.
- (C) The dedicated team of grease cleaners to be provided by the Supplier shall be made up of at least one Protection Master (PWT) and one operative in each team.
- (D) The Supplier must ensure that all the grease and used consumables they have used during the shift are disposed of appropriately.
- (E) All rubbish collected during this process and rags used must be considered as contaminated waste and must be disposed of in accordance with the waste disposal policy.

3.12 Procedure for Cleaning of Points & Crossings

- (A) The procedure for cleaning and litter-picking of points and crossings is as follows:
 - (1) The Supplier should contact the relevant Company signal operators Control Room to inform the duty signal operator what areas he/she is litter-picking and what points and crossings are included and inquire if it is safe to proceed.
 - (2) The relevant Company signal operator's telephone number can be found in the 'Engineering notice, works and safety arrangements' (EWSA) which is available online via the Company's operational standards sharepoint:
<https://sharelondon.tfl.gov.uk/pt/tms/Pages/RuleBookHomePageRBP.aspx>.
 - (3) The duty signal operator should reply either that it is safe to proceed or that the relevant point and/or crossing is under the control of the signal maintainer, who will usually be quite close to the point and/or crossing.
 - (4) If it is safe to proceed, then the Supplier may remove litter from in and around the point and/or crossing using the appropriate tool as provided by the Supplier. For added safety the Supplier shall ensure that the points are scotched prior to this operation.
 - (5) The Supplier shall ensure that at no time will Supplier Personnel place his/her hands or any part of their body between any moving parts of the Junction Work.

- (6) When the member of Supplier Personnel has completed his/her work then the relevant signal operator should be informed by Supplier.
- (7) If the point and/or crossing is under the control of the signal maintainer (being the Company) then the Supplier shall ensure that the relevant Supplier Personnel cleaning operatives should obtain clearance to proceed from the signal maintainer before commencing litter-picking the relevant point and/or crossing as per sub-paragraphs (4) & (5) above. The Supplier shall ensure that the signal maintainer is informed once work has been completed.

4. Locations of Services

- (A) The Company may request resources detailed above to work on all areas of infrastructure controlled by the Company, including Track.
- (B) This also includes areas where Network Rail rules apply and the Supplier shall ensure that Supplier Personnel are trained and assessed in the relevant Network Rail disciplines.
- (C) The Supplier may be required to provide Services on parts of the TfL Network other than the Underground Network subject to agreement in accordance with the Contract Variation Procedure.

5. Hours of Work and Access

Access will be obtained in accordance with the arrangements set out in Schedule 4 (Access). Compliance with these arrangements is mandatory.

6. Skills and Competencies

- 6.1 The Supplier Personnel shall be fully trained and possess the necessary competences to meet the requirements of the Services. Such training, including any subsequent refresher training shall be at the Supplier's expense.
- 6.2 The Supplier shall ensure that:
 - (A) in the first Contract Year, a minimum of 80% of the Supplier Personnel who perform any part of the Services, shall be directly employed by the Supplier or its Sub-Contractors;
 - (B) in Quarter 1 and Quarter 2 of the second Contract Year, a minimum of 85% of the Supplier Personnel who perform any part of the Services, shall be directly employed by the Supplier or its Sub-Contractors;
 - (C) in Quarter 3 and Quarter 4 of the second Contract Year, a minimum of 90% of the Supplier Personnel who perform any part of the Services, shall be directly employed by the Supplier or its Sub-Contractors; and

- (D) in the remainder of the Contract term, a minimum of 95% of the Supplier Personnel who perform any part of the Services, shall be directly employed by the Supplier or its Sub-Contractors.
- 6.3 The Supplier shall ensure that confirmation of whether the relevant Supplier Personnel is directly employed shall be stated in each Shift Diary under 'Employment Status', as referred to in paragraph 2.4 above.
- 6.4 The Supplier shall record the following information in respect of the employment status of Supplier Personnel, each Period, in a report ("**the Shift Diary Reconciliation Report**"):
- (A) the number of shifts worked by Supplier Personnel who are directly employed by the Supplier or its Sub-Contractors expressed as a percentage of the total number of shifts worked by all Supplier Personnel engaged by the Supplier or its Sub-Contractors;
- (B) the percentage referred to in (i) above shall be calculated by dividing the total number of shifts worked by the directly employed Supplier Personnel in the delivery of the Services ("Directly Employed Shifts") by the total number of shifts worked in the delivery of the Services ("Total Shifts") and multiplying by 100 to give the percentage of Supplier Personnel directly employed.
- 6.5 For the avoidance of doubt, for the purposes of this paragraph 6, directly employed Supplier Personnel do not include agency staff, consultants, temporary workers or other non-permanent Supplier Personnel.

7. Plant and Equipment

- (A) The Supplier shall ensure that all Supplier Personnel are provided with and use the Personal Protective Equipment (PPE) required for the safe execution of the Services. The Supplier shall provide hi-visibility vests for all Supplier Personnel performing the Services which must be worn at all times when on the Company's property and on or about the Track. The Supplier shall ensure that it complies with the following British standards in respect of the PPE to be used in supplying the Services:
- Hardhat: EN397
 - Eye protection: EN166
 - Hi-vis vest / jacket: EN471
 - Hi-vis trousers: EN471 Class 2
 - Gloves: EN 388-1994
 - Safety footwear: EN345-1 (Track Boots, with composite toe and midsole protection)
- (B) The Supplier shall provide all track safety Supplier Personnel (with valid competencies and licences) equipment including Protection Master - Worker Track (PWT), Site Person in Charge (SPiC) armbands, CRIDs and Line Clear / Safe log books.

- (C) The Supplier shall ensure traffic circulars, engineering works and safety arrangements, engineering notices and other track safety publications are provided to Supplier Personnel requiring them. The Supplier shall implement a document control procedure to ensure that all such Supplier Personnel are issued with and sign for receipt of these publications.

8. Graffiti Services

8.1 Definitions

In this paragraph 8 the following definitions shall apply:

- "Graffiti"
 - means images or lettering scratched, scrawled, painted or marked in any manner on the Company's property or where relevant third party property and may be appear in any form from simple written words to elaborate wall paintings and includes stickers, fly posters and painted tags.
- "Offensive Graffiti"
 - means Graffiti which causes offense due to its nature which may include, but not limited to, racist, homophobic, transphobic or sexual words, symbols and/or depictions .

8.2 Scope of the Services

- (A) The Supplier shall provide all services, equipment, consumables and necessary protection to provide a reactive Graffiti removal service within the timescales set out in paragraphs 8.2 (C) and 8.2 (D) of this Schedule 3 (Specification). The Graffiti Services will cover all the Company's trackside assets (or such other Company assets that the parties agree in accordance with Clause 14 (Variation and Additional Works) in the locations listed at the following link:
http://luintranet.tfl/Ops_maintenance/Service_support/Maps_Diagrams/688.html; and
- (B) For the avoidance of doubt the Supplier shall be responsible for the removal of Graffiti in locations and areas of the Company's assets which present challenges in terms of access (e.g. at height where mobile access equipment is required to undertake the Graffiti Services).
- (C) The Suppliers shall remove any non-Offensive Graffiti within five (5) calendar days of it being reported (irrespective of whether or not the five (5) calendar day period falls within a working week).
- (D) Any identified Offensive Graffiti will take priority and have a twenty-four (24) hour response time (irrespective of whether or not the twenty-four (24) hour period falls within a working week). Removal of all Graffiti shall take place predominantly during Engineering Hours but may also be undertaken when instructed by the Company, during Traffic Hours. Where access or egress is

not an issue work may be undertaken during Traffic Hours provided that protection is not required.

- (E) All incidents of Graffiti identified by the Supplier shall be photographed, recorded and uploaded in jpg format within 24 hours to the Supplier's database referred to in paragraph 8.6 below. All completed Graffiti Services shall be photographed, recorded and uploaded in jpg format within 24 hours of completion to the Supplier's database referred to in paragraph 8.6 below.
- (F) All records and data relating to Graffiti on the Company's assets as generated by the Contract, Supplier or their employees shall be owned by the Company. The Supplier shall provide the Company with access to the Supplier's database either online or by other means agreed with the Company.
- (G) The Supplier shall provide the Graffiti Services using industry standard techniques which shall be achieved predominantly through either chemical agitation or by painting over the affected area.
- (H) The Supplier shall ensure that any Graffiti Services carried out on listed properties are in accordance with all Applicable Laws.
- (I) When planning works the Supplier shall consider any areas where local noise environmental are relevant and deliver such Graffiti Services in a considerate and compliant manner.
- (J) The Supplier shall be responsible for ensuring the removal of Graffiti is undertaken in accordance with all Applicable Laws and is sympathetic to the asset being treated.
- (K) The following table provides examples of the delivery of the Graffiti Services on the Company's or, where instructed by the Company third party, assets. It is not a definitive list of the Graffiti Services or the Company's requirements.

Table 4

Structure/Asset type	Typical approach to Graffiti removal
Brick/Concrete – Buildings, trackside walls and structures visible from station platform.	Remove all Graffiti to brick and concrete structures and walls, by means of chemical agitation and high pressure hot water washing.
Signs, Galvanised Metal, Metal Fencing, Cabling	Remove all Graffiti by means of chemical agitation using an approved mild Graffiti remover. Whenever removing Graffiti from sensitive areas, great care will be taken not to damage the underlying substrate.
Distribution Cabinets, Signal Boxes, Powder Coating	Remove all Graffiti by means of chemical agitation using an approved mild Graffiti

Structure/Asset type	Typical approach to Graffiti removal
Structures, Wooded Doors	remover. Where the underlying paint is of a softer nature than the Graffiti dyes, over-painting will be required as part of the process. Initially the Graffiti removers will breakdown the pigments in the Graffiti and stop the solvents within the Graffiti penetrating the new coating. An approved paint matching in colour and texture will be used to complete the task.
Painted Render and Painted Metal.	Wherever possible the Graffiti will be removed by means of chemical agitation. However, in most cases surveyed, the Graffiti will require over-painting. In many areas where previous attempts have been made to paint over the Graffiti a patch-work quilt type effect has occurred, where different coloured paints have been used. We would also recommend that a colour is used to blend in with its surrounds, i.e. for a concrete wall a Portland Stone colour is used. It is also important to find a natural break point so that the over-painting does not stand out.
Trackside and Abutment Walls	Pre-wash all surfaces to be treated by means of high pressure hot water washing to remove all dirt and moss. Apply two coats of a water based paint ensuring its colour is in-keeping with its surrounding area and a natural break-point is used.

- (L) The Supplier shall be responsible for any damage to the Company's assets and or third party assets in the delivery of the Graffiti Services.
- (M) The Supplier shall produce generic method statements and site specific risk assessments for the Graffiti Services to be undertaken. Such documentation shall be approved by the Company's Representative.

8.3 Skills and Competencies

- (A) The Supplier shall provide sufficient resources to undertake the Graffiti Services in accordance with the Contract. The Supplier Personnel performing the Graffiti Services shall be fully trained to meet the requirements of this paragraph 8 and the Contract. Such training, including any subsequent refresher training shall be at the Supplier's sole cost and expense.

- (B) The Supplier shall ensure that its Supplier Personnel in the Graffiti removal team shall consist of individuals with the certification set out in the following table:

Activity/Operation/Personnel	Certification/Training (Minimum)
Site Person in Charge (when required)	Current LUCAS/Sentinel - SPC (Non Track) TSW035
PWT – EH/TH	Current LUCAS/Sentinel - PWT – EH/TH
Graffiti Removal Operative	Current LUCAS/Sentinel – (PTS certified when required)
First Aider	Current LUCAS/Sentinel – First Aider
All Operatives	Asbestos Awareness Training (Now incorporated in LUCAS/Sentinel certification)

- (C) Required training to access the Company's and Network Rail joint access areas is included in Schedule 20 - Training (see Training Course numbers 19, 20 and 21 in TfL Mandatory Training table).
- (D) The Supplier shall ensure that the Site Person in Charge or PWT shall monitor the competencies/certification and training of the Supplier Personnel performing the Graffiti Services and ensure that such competencies/certification and training are current prior to any shift.
- (E) The Supplier shall ensure that all Supplier Personnel performing the Graffiti Services shall receive from the PWT-EH/TH an induction briefing prior to commencing work on site. Such briefing shall include but limited to providing appropriate knowledge of the works areas, hazards and control measures associated with each specific location. Where necessary, inductions and toolbox talks will be provided by the PWT covering good practice issues.
- (F) Safety Documentation will be retained on site in the Site Safety Arrangements file (SSAF) held by the Company Representative .

8.4 Access Plant, Equipment and Materials

- (A) All equipment, plant and materials required to perform the Graffiti Services shall be provided by the Supplier and approved by Company COSHH (Control of Substances Hazardous to Health).
- (B) Where relevant all products used by the Supplier must be on the LU Approved Products Register which is available at:

<https://sharelondon.tfl.gov.uk/pt/tms/Management%20System/G1040.pdf#search=approved%20product%20register>.

- (C) All Access Plant must be erected by a Prefabricated Access Suppliers' & Manufacturers' Association Ltd (PASMA) certified person and be in accordance with current Applicable Laws.
- (D) The Supplier shall maintain sufficient Graffiti removing chemical/s and paints to deliver the Graffiti Services. The cost of the Graffiti removing chemical/s and paint shall be included within the Contract Price.
- (E) In respect of lifting equipment, it is intended that only minor lifting activities will take place in the delivery of the scope. All lifting equipment shall be tested in accordance with The Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) (as such regulations are amended, updated and/or superseded from time to time).

8.5 **Necessary Consents**

For the avoidance of doubt, if a Necessary Consent is required for the Supplier to access a third party property which only the Company can obtain pursuant to Clause 6.1(B), Clause 6.1(B) shall apply.

8.6 **Graffiti Database and reporting to the British Transport Police**

- (A) The Supplier shall maintain a register of all Graffiti discovered in the performance of the Graffiti Services including those instances of Graffiti notified to the Supplier by the Fault Report Centre. This register must include:
 - (1) date and time of Graffiti discovery;
 - (2) GPS location of Graffiti;
 - (3) size of Graffiti;
 - (4) type of Graffiti;
 - (5) description of removal work required;
 - (6) time required to remove Graffiti;
 - (7) crime reference number; and
 - (8) before / after photos.
- (B) The Supplier shall as soon as possible following discovery of the Graffiti photograph and report all Graffiti to the British Transport Police (BTP) in exchange for a Crime Reference Number.

- (C) The Supplier must maintain a database that is accessible to both the Company and the BTP which includes, as a minimum, the information required by paragraph 8.6 (A) above.
- (D) The Supplier Representative shall attend the Period Progress Meeting as defined in Table 7 of Schedule 19 (Contract Management) and report on the performance of the Graffiti Services and the parties shall review and discuss the accuracy of the data submitted in accordance with paragraph 8.6(A) above.

APPENDICES

Appendix A: Sharps Management Policy

Appendix B: F0131 (Track Cleaning Quality Inspection Report)

Appendix C: MXES Inspection Report

APPENDIX A

Sharps Management Policy



Discarded Syringes & Sharps Policy

The CCS Board regards the identification, effective reporting and safe removal of discarded syringes and sharps as being a significant safety priority as a direct result of the serious risk that such items pose to its staff and subcontractors.

The requirements of this policy apply to the CCS Group workforce. CCS further requires that all organisations it contracts with have, as a minimum, an equivalent commitment to ensuring the safe management of discarded syringes and sharps.

In developing this Policy, particular attention has been given to the requirements set out in Transport for London's G3176 'Reporting the Discovery of hypodermic needles and other sharps', London Underground G1330 'Management of Discarded Syringes – Sharps' and Engineering Instruction 6000/EI/049.

It is the Policy of CCS that all staff whose activities may regularly bring them into contact with discarded syringes and sharps are trained by the Group's Infrastructure Training Services Ltd's (ITS) trainers in 'Sharps Awareness and Safe Disposal – a two-hour course (including a practical session) that covers the identification of syringes and sharps and the equipment and controls required to remove and dispose of them safely. Where a member of staff encounters a syringe or sharp and they are not trained to safely remove it, it must be marked and reported to their Supervisor/Manager who, in turn, will report it to the Fault Report Centre (FRC). In all instances where a syringe or sharp is identified and/or removed, a report must be made to the FRC and an Electronic Incident Report Form (EIRF) raised. In addition, all such instances must be reported via the Cleshar Near Miss reporting system.

Where any member of staff is injured by a discarded syringe or sharp, First Aid will be rendered and the individual promptly taken to the nearest Accident & Emergency Department for follow-up treatment. Where it is safe to do so, the syringe/sharp that gave rise to the injury should be recovered and taken to hospital with the Injured Party (IP).

This Policy is subject, as a minimum, to annual review to ensure that it continues to reflect the absolute commitment of the CCS Board to HSQE in all works that the Company undertakes. CCS takes pride in achieving high levels of safety through the quality of its workforce and activities. It also continually strives to deliver the highest reasonably practicable levels of environmental and safety performance.

Nothing is more important than ensuring that all our workforce and subcontractors go home safely at the end of each day. To this end, the Board asks everyone to engage with this Policy in ensuring the achievement of this goal.

Michael Horgan
Managing Director

May 2018



APPENDIX B

Track Cleaning Quality Inspection Report

F0131 A1	Track Cleaning Inspection Report	
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TRACK CLEANING INSPECTION REPORT

LU			DATE:	
LINE:			ROADS:	
LOCATION:			ROUTE:	

SCORING CRITERIA	
0 – 2	Extensive or Not Cleaned - it is easy to observe many items of litter/leaves/rubbish or in excess of 9 large items. In the impression of the Cleaning Inspector no litter picking has taken place.
3 – 5	Significant - It is possible to observe many items of litter/leaves/rubbish or between 5 and 9 large items, which diminishes the overall impression of cleanliness. Large items of litter or cans/bottles in "critical areas" which can be easily seen shall automatically be scored at this level.
6 – 8	Insignificant - very small amounts of litter/rubbish/leaves or less than 5 large items can be seen, not diminishing the general impression of cleanliness.
9 – 10	Clear - no items can be seen at all. In the impression of the Cleaning Inspector, the Contractor has met or exceeded the specification.
For these criteria, a large item shall mean: <ul style="list-style-type: none"> a. Paper, cardboard, cartons etc. larger than A5 size. (145mm x 210mm) b. Cans or bottles c. A build up of leaves greater than 225mm in diameter. 	

SCORING MATRIX (MARKS OUT OF 10 FOR RELEVANT ACTIVITY)					
LITTER PICK/ PATROLS	FULL SWEEP	METAL PICKING	DEEP CLEANS	TRAINSTOPS	VEGETATION

AREAS OF CONCERN	COMMENTS
Not done to programme	
Fluff	
Dust	
Leaves	
Ballast	
Vegetation	
Grease / Oil	
Litter	
Metal around Block-joint	
Lineside Metal Debris	
Signage not cleaned	
Issues not addressed to Inspectors	

General Comments :-

Cleaning Inspectors Declaration : I have inspected the above location	Contractor's Representative's Declaration <i>(Optional):</i> I have reviewed the above report
Name:	Name:
Signed:	Signed:
Date:	Date:

APPENDIX C- MXES Inspection Report

HSE Observation/Inspection Form

TLF-090(e) - MX6

Directorate: Operations		Fault No.	Location Code	Sabre No.

Activity:		Main Contractor/DLO:	
Inspection Type:		Sub-Contractor/Sub DLO:	
Inspector:		SPC:	
Location:		SPC Entry Permit:	
Date:		DER/Resolver:	
Line:		Inspection ID:	
		PER No:	
Inspection Comments:		No. of Staff on Site:	

Supplier will be scored as follows:
 Good Practice = 100%
 Compliant = 75%
 Below compliant = 60%
 Non compliant = 0%

Scoring example: If for instance on the safe system of work section the contractor has failed to prove that they have briefed the team, which would take the form of a signed briefing sheet (evidence) then they would receive a below compliance or if they don't even know what a pre-work briefing is when audited they would receive a non-compliant score.

HSE Observation/Inspection Form

TLF-090(e) - MX6

Category	Sub Category	M'tory	Question	Guidance Notes	Answer & Comments
<p>GP = Good Practice, CO = Compliant, BC = Below Compliance, NC = Non Compliant, NA = Not Applicable GP, NC and BC must have comments relating to the</p>					
Q	METHOD-STATEMENTS	Y	ST100 - Is Method Statement available on site	Is Method Statement applicable for Task Record Ref: Record Number of MS Has MS been Reviewed signed off in the past year. (Yearly review required) Record Date. Types of Method statement Generic for repetitive tasks such as PPM's, General Maintenance this type of MS requires supporting with Site Specific Risk Assessment TLF 164, if location or site activities present additional hazards not associated with generic activity. Specific tasks such as upgrades, one off tasks, new install, Capex works etc. require a specific Method Statement which should include all required Risk & COSHH assessments associated with activity	
Q	COSHH-ASSESSMENT	Y	ST102 - Are COSHH Assessments Available on site	COSHH Assessments Should be available for substances being use for task Chemicals, Material that require control measures while being used, Also for hazards produced from activity (I.e. dust created from activity or fumes generated from grinding, welding, etc)	
S	ACCESS	Y	ST103 - Is Site being accessed correctly	Have all staff completed Access register PICER, Station Log Book completed by SPC. Have Staff been Briefed on Emergency Arrangements. Are All Staff in possession of required access cards. Have any Keys been signed out by SPC for access to secure locations. Has Permit been taken out to facilitate work regarding MOM, access to machine chambers or lift shafts. Site parking, Vehicle/ pedestrian separation measures in place, access/egress to site and work areas clearly defined. Access gates secured after entry.(if applicable)	
S	SSOW	Y	ST104 - Is Safe System Of Work being followed	Details of activity should be found within Method Statement The Safe System of work should be briefed out to staff prior to start of works, but can be on-going as site specific conditions dictate or unforeseen circumstances arise. (These can be addressed with TLF 164 Site Specific Risk Assessment carried out by SPC) The Safe System Of Work should be based on Task Assessments RISK, COSHH, Manual Handling, Vibration, etc. Review the assessment's related to task identify control measures and confirm that specified control measures are being complied with. Note any potential improvements or changes required to the document (may be related to TLF 164) Should be commented on and referred back to Method Statement author for inclusion within Document	

HSE Observation/Inspection Form

TLF-090(e) - MX6

Category	Sub Category	M'tory	Question	Guidance Notes	Answer & Comments
GP = Good Practice, CO = Compliant, BC = Below Compliance, NC = Non Compliant, NA = Not Applicable GP, NC and BC must have comments relating to the					
S	SSOW	Y	ST105 - Have Staff been Briefed correctly	<p>Have Staff received a briefing from SPC relation to planned work</p> <p>Identified hazards related to the task. Specified required control measures to be adhered to PPE, Exclusion zones. Has TLF 163 (record of Briefing) been completed signed by all staff. If Track Access required see Track Access. Has PM completed Briefing in regards to protection arrangements, Call Back Time, Watershed Time. Supplied additional arrangements relating to late current, Engineering trains. Check Site File for latest Safety Alerts and Toolbox talk register</p>	
S	PROTECTION	Y	ST106 - Are Staff Accessing Track	<p>Is Track Protection required for Activity. Do Staff have the required certification. Access to track in Eng Hours with no Train Movements can be gained with Entry Permit with Protection Master Eng Hrs & SPC SOTT in attendance. Where train movements can occur Track Accustomed certification required by all staff Protection Master Eng Hrs & SPC SOTT must be in attendance. Have staff received Protection Arrangements (Briefing) from Protection Master. SPC to provide briefing regarding works to be undertaken. (TLF 163 to be completed). SPC should witness PM booking on with TAC and checking current discharged checking PCRID before accessing track (Go to Protection Going on Track Question)</p>	
S	PROTECTION	Y	ST107 - Protection Arrangements	<p>Does PM have required Documentation? Log Book, NEPA, Has SPC carried out Planning meeting with Protection Master Eng Hrs, TH, is there evidence of this. SPC Required to hold (SPC Safety On The Track SOTT) Track Certification Traffic Hrs, Track Competent. (No Need For PM) Track Accustomed (Requires PM) Engineering Hrs (PM Always required) (Track Accustomed If Train Movements) see Track Access. In Date CRID, Has PM and SPC checked PCRID prior to accessing track. SafetyCritical License, Company ID, In date DAMPS certificate, (Contractor) Late Engineering Notice (Special), Designated Declarations completed in (Log Book) Check with Staff regarding arrangements i.e. Call-back and Watershed (See briefings Q)</p>	

HSE Observation/Inspection Form

TLF-090(e) - MX6

Category	Sub Category	M'tory	Question	Guidance Notes	Answer & Comments
GP = Good Practice, CO = Compliant, BC = Below Compliance, NC = Non Compliant, NA = Not Applicable GP, NC and BC must have comments relating to the					
S	SITE-MANAGEMENT	Y	ST108 - Site Person In Charge	SPC's have two Levels SPC Non-Track Position (can only supervise activities which are not on or near the Track) SPC Safety On The Track (SOTT) can supervise activities On or Off Track. Has SPC Carried out his duties competently Has he/she carried out Site Specific Assessment TLF 164. Has he/she had a pre work briefing with PM (if going on track) Has he/she briefed the staff? Was briefing sufficient and any of the controls delegated to members of the team Has he/she completed TLF 163 evidence of briefing. Is he/she familiar with Method Statement Risk & COSHH assessments and has he applied control measures Has he/she displayed good management skills. Is SPC in control of all aspects of activities.	
H	COSHH-ASSESSMENT	Y	ST111 - Awareness of Controls (COSHH)	Are Staff aware of Control measures related to Substance in use, are control measures being implemented and adhered to. Check PPE conforms to stated required PPE check BN numbers etc. Within applicable COSHH Assessment	
S	RISK-ASSESSMENT	Y	ST112 - Awareness of Risk Controls	Are Staff aware of Control measures related to the task. Are control measures being implemented and adhered to. Check PPE conforms to stated requirements. Check staff understanding of Hazard & Risk and how related to activity.	
H	MANUAL-HANDLING	Y	ST113 - Manual-Mechanical Handling	Are Manual Handling Assessment required for activity. Check Method statement regarding MH Arrangements. Is Mechanical Handling defined in arrangements check equipment suitable for task, if specific training required i.e. Stair walker, Forklift, etc (check risk assessments for specific assessment relating to equipment)	
H	NOISE	Y	ST114 - Generation of noise	Is noise being generated by Activity i.e. Drilling, Breaking Out, Equipment noise, Generators Etc. Has the issue been addressed within Risk Assessments/Method Statement and have control measures been identified and are they being applied. Super silenced equipment, noise dampers, time control. Are others being effected by the noise generated. Is offloading and loading of tools & equipment being done in a controlled manor. Is location Noise Sensitive Area. Is the activity in any way generating a noise nuisance to the local residence. Has Letter drop been identified within Method Statement as notification to local residents (is copy available on site)	

HSE Observation/Inspection Form

TLF-090(e) - MX6

Category	Sub Category	M'tory	Question	Guidance Notes	Answer & Comments
GP = Good Practice, CO = Compliant, BC = Below Compliance, NC = Non Compliant, NA = Not Applicable GP, NC and BC must have comments relating to the					
H	NOISE	Y	ST115 - Exposure to noise	Is the activity exposing staff to excessive noise. Has risk assessment been completed and being applied to activities Are staff aware of control measures required are they complying with requirements. Is noise monitoring required and in place are records available. Is sufficient PPE available to staff and visitors to location, Is required Warning signs in place.	
H	VIBRATION	Y	ST116 - Exposure to vibration	Have Vibration Risks been identified are control measures in place i.e. Espouser Times, Rotation Method. Has equipment been assessed for vibration output. Is equipment tagged are vibration meters in place. Are Staff aware of Vibration Hazard. Do Staff have Swipe cards which record exposure or how is exposure recorded Was Vibration Addressed within SPC Briefing.	
H	WELFARE	Y	ST117 - Provision of Welfare Facilities	Are suitable welfare facilities available to staff, What arrangements are in place. Check Method Statement for required arrangements. Are provided facilities in a clean & tidy condition.	
S	EQUIPMENT-GENERAL	Y	ST118 - Management & Use of Equipment	The Equipment required to achieve, task should be specified within method statement. All equipment should be tested with evidence of testing available. Ensure pre-use checks are carried out, maintenance regime in place and machine condition (log book checks, safety devices in place etc) Example Types of equipment but not limited to. Mechanical Handling Equipment Iron Men, Trolleys, Stair Walkers Lifting equipment. Block & Tackle, Jacks, Electrical Equipment Drills, Breakers, Ventilation Equipment, Extension leads, Spider Boxes. Fueled Equipment Generators, Impact Wrench and Auger. Rail Saw Disc Cutter, Compactors, require refueling area with spill kits drip trays (Individual drip tray required for generators) All Electrical Equipment should carry evidence of testing (PAT) and should be in date. Testing Equipment, Gauges, Meters, should be calibrated and in date.	

HSE Observation/Inspection Form

TLF-090(e) - MX6

Category	Sub Category	M'tory	Question	Guidance Notes	Answer & Comments
GP = Good Practice, CO = Compliant, BC = Below Compliance, NC = Non Compliant, NA = Not Applicable GP, NC and BC must have comments relating to the					
S	SSOW	Y	ST119 - Work on Escalators Lifts	<p>If work is being carried out within Machine chamber or on Escalator or within Lift environment. Is isolation of Equipment Required. Permit Must be taken out for works within machine chamber, correct certification TLE Pass with correct endorsements. If Isolation of Esc Lift required? Lock & Tag Procedure should be in place. Is there a requirement to move escalator (step change Etc) is correct procedure being followed. (See Risk assessment maintenance manual)</p> <p>If Escalator Lift being used to Move materials (See Movement of Materials) should include Location, Restrictions if any, list of authorised persons, Method of transport, asset protection requirements.</p>	
S	ELECTRICAL	Y	ST120 - Electrical Work	<p>Has activity been covered within Method Statement (Risk Assessment)</p> <p>Has the method statement identified site specific locations, Power supply, Distribution boxes,</p> <p>Is Isolation required (Level 3 certification required) lock & tag procedure to be followed</p> <p>Is testing dead procedure being followed?</p> <p>Is Live working required?</p> <p>Justification for live working should be available with Live working Risk assessment (Specific) available on site.</p> <p>Check compliance with control measures.</p> <p>See Equipment for Electrical Equipment testing requirements.</p> <p>(See working at height if high level access required.)</p>	

HSE Observation/Inspection Form

TLF-090(e) - MX6

Category	Sub Category	M'tory	Question	Guidance Notes	Answer & Comments
<p>GP = Good Practice, CO = Compliant, BC = Below Compliance, NC = Non Compliant, NA = Not Applicable GP, NC and BC must have comments relating to the</p>					
Q	POLICY-PROCEDURE	Y	ST121 - Movement Of Material & Equipment	<p>Is Material Movements covered in Method Statement Is There an in date movement of materials Licence available with authorising log number with correct location. Restrictions on escalators will be detailed on MOML, Method of transport, Asses protection requirements. Should also include Location, Restrictions if any, list of authorised persons, Method of transport, operatives able to hold handrail. Items longer than 1.8mts requires two persons. Does Operator hold the correct Certification to manage movements on Escalators or within lifts TLLE Pass required. Has lift been protected against possible damage to floors and side of lift, are weight limits be adhered to Lifts 25% of Max Load as indicated by Load plate within Lift</p>	
S	STORAGE	Y	ST122 - Storage of Materials & Equipment	<p>Is Storage applicable to Site: Stored tools, materials, equipment, or spoil etc awaiting removal, should comply with itemised storage licence only listed items may be stored. Check that stored items are identified on licence Check date on licence. If hazardous items are being stored do they comply with restriction requirements stated on Licence. Is bunding required within storage area. Waste materials, equipment, Items must comply with Storage licence. Check security, segregation and quantities. Stores of potentially polluting materials or substances (chemicals, cement, oils and greases sands and aggregates) minimised on site and appropriately stored and bunded? Look for appropriate quantities on site and correct storage. COSHH cabinets labeled with appropriate spill kits and bunds etc. If powders are stored they need to be above the fluids.</p>	
S	HOUSEKEEPING	Y	ST123 - Housekeeping & Lighting	<p>Lighting: is the available lighting sufficient for activity, Is task lighting required within location? see method statement or Risk assessment for task. Housekeeping: Is work site tidy, are walkways clear, are trailing cables tidy and not presenting a tripping hazard. Is equipment sited correctly, is waste from activity doubled bagged and stored correctly awaiting removal (see waste)</p>	
Q	ACCESS	Y	ST124 - Worksite access	<p>Is controlled access requirements in place due to hazardous activities being carried out. Are access requirements identified on site signs, are specific PPE requirements identified Has worksite been demarcated is access being controlled</p>	

HSE Observation/Inspection Form

TLF-090(e) - MX6

Category	Sub Category	M'tory	Question	Guidance Notes	Answer & Comments
GP = Good Practice, CO = Compliant, BC = Below Compliance, NC = Non Compliant, NA = Not Applicable GP, NC and BC must have comments relating to the					
Q	ASBESTOS	Y	ST125 - Asbestos Procedure	<p>TLF 187 should be available for all intrusive tasks , some locations on JLE do not require Assessment due to the year of construction.</p> <p>All staff should be trained, this training forms part of the LUCAS entry permit course. If no LUCAS card held then separate certification should be held by Operative all staff should hold Asbestos training certification. Question staff on Asbestos procedure.(actions on discovery of possible asbestos)</p>	
S	PPE	Y	ST126 - Mandatory & Specific PPE	<p>Are mandatory PPE requirements being adhered to (TLL Traffic light process) are staff informed of specific requirements during briefing, (see site/task specific requirements) is sufficient PPE on site to deal with any potential hazards that may arise during the shift.</p> <p>Check condition of PPE and suitability against method statement and COSHH/Risk Assessments.</p>	
H	FIRST-AID	Y	ST127 - First Aid Arrangements	<p>Is First Aider on site as specified within Method statement, Is he or she identifiable, were staff made aware of First Aider when briefed.</p> <p>Is there sufficient first aid equipment available on site for number of staff ,has first aid point been set up</p>	
E	ENVIRONMENTAL	Y	ST128 - Spill Response & Procedure	<p>Is Spill kit required for activity, Is spill kit available on site</p> <p>Can operatives clearly demonstrate the steps involved with dealing with a spill incident appropriate to their site. (spill kit, information relating to use, specific PPE, equipment for clear up, appropriate waste disposal)</p>	

HSE Observation/Inspection Form

TLF-090(e) - MX6

Category	Sub Category	M'tory	Question	Guidance Notes	Answer & Comments
GP = Good Practice, CO = Compliant, BC = Below Compliance, NC = Non Compliant, NA = Not Applicable GP, NC and BC must have comments relating to the					
E	ENVIRONMENTAL	Y	ST129 - Removal & Disposal of Waste	<p>Is all generated waste being double bagged and removed from site.</p> <p>Is waste being stored (see storage)</p> <p>Is waste being generated hazardous and special disposal arrangements required.</p> <p>Has Waste Transfer Note been completed with correct European Waste Code EWC, does contractor hold Waste Carriers Licence See (WCL Question)</p> <p>Check waste section of Method statement for specific requirements</p> <p>Is Waste water being disposed of correctly (in designated disposal location which should be labeled)</p>	
E	ENVIRONMENTAL	Y	ST130 - Transporting waste from site	<p>Are valid waste carrier's licenses available for all the waste carriers used by site. Waste transfer note should be completed for waste being removed from site.</p> <p>The waste carriers' licenses should be checked. So a copy should be on site for each waste disposal carrier being used on the site whether it is for just one load or multiple loads. Check the dates etc to make sure they are in date and then check against waste transfer notes to ensure that the carriers licenses held are the same that are actually being used.</p>	
E	ENVIRONMENTAL	Y	ST131 - Nuisances other than Noise	<p>(light pollution, dust, vibration, parking, shouting etc) identified and evidence of controls in place e.g. tool box talks, signs etc</p> <p>Review the activity going on the site during your visit.</p> <p>Consider the entire nuisance that we may bring to neighbours during our work especially during night working.</p> <p>The mitigation will be specific to the activity but in the case of dust may include damping down, sheeting of sands and other materials, materials being delivered in bags instead of loose etc.</p>	

HSE Observation/Inspection Form

TLF-090(e) - MX6

Category	Sub Category	M'tory	Question	Guidance Notes	Answer & Comments
<p>GP = Good Practice, CO = Compliant, BC = Below Compliance, NC = Non Compliant, NA = Not Applicable GP, NC and BC must have comments relating to the</p>					
S	SSOW	Y	ST132 - Identification of hidden services	All correct planning and equipment in place/use. Form TLF-125a (Permit to Work, Excavations & Penetrations) completed and authorised is scanner on site is certificated person available to use, essential when carrying out excavation. Has evidence of scan been recorded and available. Is there drawings on site identifying known services. Drilling within stations require pre drill scan to identify existing cable & pipework	
S	HOT-WORKS	Y	ST133 - Hot Work	Hot works permit available. TLF 164 should, d be completed for activity and location Correct PPE worn. Fire watchman and extinguishers, blanket available. Is there evidence of asset protection in place. Welding screen/tent in use where applicable. Check, signage and access control are in place.	
S	FIRE	Y	ST134 - Fire prevention	What arrangements are in place for fire prevention, if providing fire extinguishers are they suitable and in date. Assembly points and fire points briefed to staff	
Q	PERSONAL-CERTIFICATION	Y	ST135 - Training & certification	See Method Statement regarding required Training & Certification, was evidence of specific required training, certification available on site and in date. (Unless special arrangements in place. All staff entering TLL Locations should hold as a minimum) Entry Permit/LUCAS CARD Other certification that may be required for Specific activities All training certification Required should be detailed within Method Statement and in date. Check Method statement for required training. Examples but not limited to. Track/Depot Competent, Track/Depot Accustomed SPC Safety on The Track, SPC Non Track Position Fire Watchman, PM Traffic Hrs, PM Eng Hrs, Train Master, Trolley Master, Abrasive Wheel, T002/3, QUAF 54 L&E (G) Licence (Movement of Materials) L&E (E) Licence for working within Machines First Aid (Level of certification as defined in method statement. Level 3 Safe Isolation Grade 1 Fire Engineer (Required for all Fire related Work) Asbestos Training (Included in LUCAS CARD training) Confined Space Enter Training PASMA (Scaffold Erecting) MEWP (Mobile elevated working Platform) specific training for use of specific equipment	

HSE Observation/Inspection Form

TLF-090(e) - MX6

Category	Sub Category	M'tory	Question	Guidance Notes	Answer & Comments
GP = Good Practice, CO = Compliant, BC = Below Compliance, NC = Non Compliant, NA = Not Applicable GP, NC and BC must have comments relating to the					
E	ENVIRONMENTAL	Y	ST136 - ENVIRONMENTAL	Are there environmental impacts identified within the method statement, Check relevant section of Method statement, do they include control measures. Are the control measures being adhered to.	
S	GENERAL	Y	ST137 - Asset safety	Are stored rails adequately secure (in dark side if tube section). Is TBTC cable compromised by rail or securing equipment. Check TBTC cable for damage. is P-Way generally clear of obstructions. Has SPC carried out effective post work,inspection	
S	VEHICLE-PLANT-OPS	Y	ST138 - Vehicle Loading & Security	Does vehicle look overloaded (what is the load weight? What is the payload capacity/GVW of the vehicle? Is the max load capacity labeled in vehicle?) This must not be exceeded. Must include all passengers (75kg average) in load Total. Is load suitably secured? Condition/availability of straps/anchor points etc?Type of vehicle suitable for the load? Staff competent/trained in load security,Is the load spread evenly so that axles are not Overloaded.	

SCHEDULE 4: ACCESS

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1. **Definitions**

1.1 In this Schedule 4, the following definitions shall have the following meanings:

"Accepted Access Plan" means the latest Access Plan accepted by the Company's Representative and the Access Manager and which supersedes previous Accepted Access Plans.

"Access" means a type of access set out in Appendix 4 (Access Subcategories).

"Access Manager" means the person designated by the Head of Access as the manager for access requests for the Services and who will act as the single point of contact for all access related matters.

"Access Plan" means the access plan prepared by the Supplier in accordance with the Access Plan Template.

"Access Plan Template" means the template provided as Appendix 1 (Access Plan Template) to this Schedule 4 (Access).

"Access Subcategories" has the meaning given in paragraph 20 of section 9 of this Schedule 4.

"Access Visualisation Tool" means a tool which provides a graphical overlay on a London Underground 'Harry Beck' map of planned and booked work for a user specified area (Track / Stations) for a user specified time period.

"Application to Work Form" means the form contained in Appendix 2 (Application to Work Form) to this Schedule 4.

"Bank Holiday" means a recognised UK Bank Holiday. Start and end times as per definition for "Sunday" stated below.

"Emergency Access" has the meaning given in paragraph 16 of section 9 of this Schedule 4.

"Engineering Hours" means any time when traction current is switched off (as published in the Guide to Switching Current On and Off subject to variance as published in an Engineering Notice) and trains are not running (ref LUL Rule Book 17 for the definition of Engineering Hours), as is applicable to the running line.

"Engineering Notice" means a publication produced and circulated within the Company at short notice containing details of engineering works, special current arrangements, engineers' possessions and engineers' trains and similar activities not included in the Traffic Circular.

"Engineering Look Ahead Notice" means a draft publication produced and circulated by the Company providing a week-view of items that, at that time, are planned to be published on the Engineering Notice for a specific shift.

"Exclusive Access" has the meaning given in paragraph 6 of section 9 of this Schedule 4.

"General Access" has the meaning given in paragraph 2 of section 9 of this Schedule 4.

"Head of Access" means the person responsible for managing access to the Company's infrastructure for the Services. This role includes but is not limited to the responsibility for the publication of safety documentation.

"Incident Officer" means the Company's senior operating officer responsible for managing an incident.

"L&E Closures" has the meaning given in paragraph 9 of section 9 of this Schedule 4.

"Latest Request Date" means the last date an access request can be made in line with a given timescale.

"Local Station Access Arrangement Reference Files" means the files published by the Head of Access detailing where works may potentially be undertaken on Stations in Traffic Hours including details of possible locations for the storage of materials and equipment and Station opening and closing hours.

"LUL Network" means the stations and depots (wherever situate), assets, systems, track and other buildings which are used for the maintenance and provision of the underground service known as the London Underground.

"LUL Rule Book" means the rule books covering the operation of trains and Stations and accessing the Track.

"Major Closure" has the meaning given in paragraph 17 of section 9 of this Schedule 4.

"Minor Closure" has the meaning given in paragraph 18 of section 9 of this Schedule 4.

"Monday to Friday" means the time from start of Traffic Hours on Monday morning to the time at the end of Engineering Hours on Friday night/ Saturday morning.

"Network Rail" means Network Rail Infrastructure Limited company number 02904587.

"Network Rail Interface Locations" means locations on the LUL Network where Network Rail infrastructure interfaces with the Company's infrastructure including but not limited to the location identified in Appendix 5.

"Nightly Engineering Protection Arrangements (NEPA) Notice" means a publication produced and circulated within the Company at short notice containing details of safety related material for engineering Services and engineer's trains and vehicles.

"Night Tube" means the provision of a twenty-four (24) hour revenue service commencing from the Night Tube Start Date.

"Night Tube Start Date" means 19 August 2016.

"Night Tube Running Period" means nominally the period between 21:00hrs Friday night and 06:00hrs Sunday morning.

"Night Tube Sections" means the sections of the TfL Network which provide Night Tube. The applicable sections of the TfL Network are:

- (A) the Central Line route between and including Hainault, Loughton and Ealing Broadway Stations (no Night Tube outside of this route);
- (B) the Jubilee Line entire network;
- (C) the Northern Line route between and including High Barnet, Edgware and Morden Stations via the Charring Cross Branch (no Night Tube outside of this route);
- (D) the Piccadilly Line route between and including Cockfosters and Heathrow Terminal 5 Stations (no Night Tube outside of this route); and
- (E) the Victoria Line entire network.

"Non-Restrictive/Exclusive Access" has the meaning given in paragraph 6 of section 9 of this Schedule 4.

"Operational Managers" mean any or all of group station managers and train operations managers.

"Operational Assurance" means an Operational Assurance Notification made to the Company in accordance with the requirements of Standard 1-538 (Assurance).

"Others" mean people or organisations who are not the Company, the Company's Representative, the Supplier or any employee, sub-contractor or supplier of the Supplier.

"Possession Meeting" means a meeting to discuss the viability of a proposed Track possession.

"Pre-Closure Request Meeting" means a meeting to discuss the viability of a proposed closure request.

"Published" means in respect of:

- (A) Restrictive Access and Exclusive Access to Track, that the works need to be notified in the Engineering Look Ahead Notice, the Engineering Notice and the Nightly Engineering Protection Arrangements (NEPA) Notice; and
- (B) Restrictive Access and Exclusive Access to Stations that the works need to be notified in the Station Works Plan.

"Restrictive Access" has the meaning given in paragraph 8 of section 9 of this Schedule 4.

"SABRE" means Site Access Booking for Railway Engineering, being the system used to plan access, and any system that may supersede it at any time in the future.

"Saturday" means the time from start of Traffic Hours on Saturday morning to the time at the end of Engineering Hours on Saturday night/Sunday morning

"Specialist Protection" means all protection arrangements in addition to the Supplier's site person in charge (SPC) (with dual protection qualifications) including but not limited to possession masters; protection resources to implement possession protection arrangements; staff to isolate traction current, technical officers to implement a set of protection arrangements and protection on Network Rail Infrastructure.

"Station Works Plan" means the general access requests; planned works weekly and planned daily publications circulated by the Company detailing the access arrangements for works planned to be undertaken at all Stations.

"Stations" means areas to which LUL Rule Book 10 applies including buildings, equipment or facilities designed to be used by customers to access or leave a train.

"Sunday" means the time from start of Traffic Hours on Sunday morning to the time at the end of Engineering Hours on Sunday night/Monday morning.

"Track" means areas to which LUL Rule Book 17 applies including Track, tunnels, embankments and other line side infrastructure.

"Traffic Circular" means the weekly traffic circular which contains diverse information such as, infrastructure changes, train service changes, events affecting the Company, notification of restrictions to the Company's operations and operational communications.

"Traffic Hours" means when traction current is switched on (as published in the Guide to Switching Current On and Off subject to variance as published in an Engineering Notice) and trains are running (ref LUL Rule Book 17 for the definition of Traffic Hours) as is applicable to the running line.

"Work Request" means the work request e-Form provided on the Company's access booking portal and which is completed by the Supplier to reflect the Access Plan and requirements for plant and equipment and specialist protection.

"Working Time" means a period of agreed access (including closures) in either Traffic Hours or Engineering Hours.

2. General Obligations

- 2.1 The Supplier shall comply with its obligations under this Schedule 4 (Access).
- 2.2 The Supplier shall be responsible for supplying to the Company's Representative and the Access Manager all such information and taking all such steps as may be necessary to enable the Company's Representative to obtain where applicable Operational Assurance in respect of the Access required by the Supplier.
- 2.3 The Parties agree that:
- (A) the dates and times of any Access approved may be cancelled, altered or delayed on notice (or no notice in the case of an emergency or for safety reasons). Alternative arrangements shall be made as soon as the Company's Representative and Access Manager can permit;
 - (B) the provisions of Clause 29 of the Contract shall be deemed to apply during such cancellation, alteration or delay to approved Access provided that such cancellation, alteration or delay is not caused (in whole or part) by a failure by the Supplier to comply with its obligations under this Schedule 4;
 - (C) neither Party shall have any claim against the other as a consequence of such cancellation, alteration or delay; and
 - (D) the Supplier shall as soon as practicable take all reasonable steps necessary to avoid, overcome or minimise the effect of such cancellation, alteration or delay.
- 2.4 For access to Network Rail and/or train operating companies' infrastructure and stations, the Supplier is solely responsible for securing access. The Supplier shall make all necessary arrangements directly with Network Rail and/or train operating companies and shall comply with all their rules and regulations.
- 2.5 For Access, following a request to the Supplier from the Company's fault reporting centre for a part or all of the Services, the Supplier shall apply for Access in accordance with the requirements of this Schedule 4.
- 2.6 The Company shall have no responsibility to the Supplier, and the Supplier shall hold the Company harmless against any Losses that may arise out of any failure by the Supplier to comply with this Schedule 4.

3. The Access Plan

3.1 The Supplier shall, in accordance with the timescales set out in Appendix 1 (Contract Mobilisation and Transition Plan) to Schedule 16 (Mobilisation Requirements), prepare an Access Plan with the objective of maximising the efficient use of the available Working Time and taking account of the following:

- (A) the information provided in the Local Station Access Arrangement Reference Files (the use of any potential storage areas identified by the Local Station Access Arrangement Reference Files remains subject to the Supplier obtaining the appropriate storage licences);
- (B) if the Services can be carried out in Traffic Hours (and the Supplier shall construct the Access Plan to achieve the optimisation of Working Time);
- (C) the minimisation of the number and duration of closures;
- (D) the utilisation and extension of existing planned closures;
- (E) the timescales for booking access and closures as defined in this Schedule 4 (Access);
- (F) the sharing of Access with Others and the minimisation of disruption of the work of Others;
- (G) if the productivity of Engineering Hours working can be increased, safely, by completing the clearance of workers, materials tools and equipment tools in Traffic Hours (and the Supplier shall support its plans with method statements detailing appropriate measures for the protection of the public);
- (H) the maximisation of Working Time during Engineering Hours when accessing the Track through a Station (where it is safe to do so, all persons, plant and equipment may be positioned within the Station ready to access the Track immediately on confirmation of traction current being turned off);
- (I) a minimum call back time of twenty (20) minutes for Track access before the expiry of each shift of Engineering Hours (to allow for the safe removal of all workers, materials, tools, equipment and the like) unless a shorter period is agreed by the Company's Representative;
- (J) any limitation on Engineering Hours specific to the Services as may be specified by the Company's Representative;
- (K) the time required for the Supplier to ensure the Site is left clean and safe; and
- (L) Night Tube.

3.2 The Supplier shall submit its proposed Access Plan to the Company's Representative for acceptance. Within two weeks of the Supplier submitting an Access Plan for acceptance the Company's Representative shall either accept the Access Plan or notify the Supplier of his reasons for not accepting it. A (non-exclusive) reason for not accepting an Access Plan is that:

- (A) it is not compatible with the Access Plan Template;

- (B) it does not take into account the information provided in the Local Station Access Arrangement Reference Files;
- (C) it does not optimise the Working Time;
- (D) it proposes an excessive number or duration of closures;
- (E) it does not adequately make use of existing planned closures;
- (F) it does not comply with the timescales for booking Access and closures as set out in this Schedule 4 (Access);
- (G) it assumes the use of an existing closure for which an Application to Work Form has not been approved by the Access Manager;
- (H) it assumes an extension to an existing planned closure which has not had the prior approval of the Access Manager;
- (I) requests an access or closure type which is not appropriate for the Services;
- (J) it does not adequately provide for the work of Others;
- (K) it does not maximise the use of available access;
- (L) it does not allow for minimum call back periods or other working constraints detailed by the Company's Representative;
- (M) it does not provide as a minimum all the information provided in the Access Plan Template;
- (N) it does not allow sufficient time for the Site as a whole to be left clean and safe;
- (O) it does not allow for the operation of Night Tube.

3.3 The Supplier shall submit a revised Access Plan for acceptance in the following circumstances:

- (A) if the Accepted Access Plan is no longer applicable in all the circumstances; or
- (B) within the period for reply after the Company's Representative has instructed the Supplier to do so. For the avoidance of doubt such instruction does not constitute a Variation Proposal or entitle the Supplier to apply for an extension of time.

3.4 Should the Supplier need to work hours additional to those stated in the Accepted Access Plan (within the constraint of the maximum working hours available within the booked access types), the Supplier shall give at least five (5) Working Days' notice and obtain the Company's Representative's prior written acceptance.

4. Booking and Arranging Access

- 4.1 The Supplier shall be required to book and co-ordinate access to the Site with the Access Manager in accordance with the Work Request/SABRE process and the Accepted Access Plan. The Supplier accepts that access to the Site will be refused without a valid SABRE number and the Supplier shall be responsible for checking that it is in possession of a valid SABRE number for all access requirements detailed on the Accepted Access Plan. If the Supplier is not in possession of the same it shall advise the Company's Representative accordingly.
- 4.2 The Supplier shall comply with the requirements of the use of LUCAS (London Underground Combined Access System) and Sentinel (Network Rail's Access and Competency System), particularly in the context of access control at the point of Site entry. The Supplier shall note that individuals will be refused access to Sites without a valid LUCAS or Sentinel Card.
- 4.3 The Supplier acknowledges that the Company is phasing out the use of LUCAS cards and is adopting Sentinel as a replacement access and competency control system. On expiry of existing LUCAS cards the Supplier shall sponsor Supplier Personnel required to work on the Company's infrastructure to obtain replacement Sentinel cards if they are not already a Sentinel card holder.

5. Training, Certificates, Identity Cards and Entry Permits

- 5.1 The Supplier is responsible for ensuring that all staff and Supplier Personnel are suitably trained, competent and carry the appropriate and requisite certification for performing the roles required of them in carrying out the Services.
- 5.2 The Standards, and in particular QUENSH and the LUL Rule Book(s) set out the training and certifications required to be met by the Supplier.
- 5.3 The Supplier is responsible for arranging, booking, and paying for all requisite medicals, training and certification of its staff and / or Supplier Personnel.
- 5.4 The Supplier shall allow a minimum of twenty-eight (28) days' notice period for all Company provided training and certification courses and will include the same on any proposed Access Plan or programme. The Supplier acknowledges that any time period less than this cannot be guaranteed, and although the Company may make efforts facilitate a shorter notice period wherever possible, the Supplier does not rely on such reduced time periods being accommodated.
- 5.5 At the Services Commencement Date, the Supplier shall produce a competency matrix for all its staff or Supplier Personnel involved in providing the Services detailing the training, certification and other competency information held on record. The Supplier shall update the matrix until the Expiry Date and make the same available on request of the Company's Representative.

6. London Underground Access control

- 6.1 LUCAS (London Underground Combined Access System) smartcards have not been issued since 01/04/2015. Unexpired cards issued before this date remain valid until they expire or by further notification from the Company.
- 6.2 All Supplier Personnel require either:

- (A) a valid LUCAS smartcard; OR
 - (B) a Sentinel smartcard endorsed with the Industry Common Induction (ICI) competence plus the LU-ICI endorsement,
- (in each case a "Smartcard") in order to access the Sites and carry out works on London Underground operational infrastructure.
- 6.3 The Supplier shall register to become a member via RISQs. Further details can be found at the following website address.
- <https://portal.risqs.org/Login?ReturnUrl=%2f>
- 6.4 The Supplier will and will procure that any sponsored individuals must abide by the Sentinel Scheme Rules, the latest version of these can be found at the following Sentinel website address:
- <https://www.railsentinel.co.uk/Content/Downloads/SentinelSchemeRules.pdf>
- 6.5 The Smartcard is specific to an individual and is not transferable.
- 6.6 The Supplier shall procure that Supplier Personnel carry their Smartcard at all times when working on operational TfL Network property and present their Smartcard to any authorised representative of the Company for inspection when requested to do so. Failure to produce a valid Smartcard, or requisite certification, for inspection may result in the individual being instructed to leave the Site. A Smartcard is not required when working solely on non-operational TfL Network property.
- 6.7 The Smartcard does not entitle Supplier Personnel to any benefits other than permitting access to the Site for the purpose of carrying out Services during the agreed hours of work. The LUCAS Smartcard remains the property of the Company and is required to be returned immediately upon request.
- 6.8 Details of required courses and medicals are detailed in QUENSH.
- 6.9 Exceptions to the Smartcard process;
- 6.10 For certain exceptional access circumstances it may not always be practical or cost effective to enrol the suppliers or Others onto the Sentinel Scheme. In such a case, the Company shall issue a temporary LUA-LU paper certificate.
- 6.11 Such scenarios whereby temporary LUA-LU paper certificates are issued would be;
- (A) Specialised contractors requiring limited access
 - (B) Survey work requiring limited access
- 6.12 If the Company's Representative decides to permit exceptional access to the Site or any working areas, the Supplier must obtain the Company's Representative's written acceptance regarding the Supplier Personnel and work activities prior to commencement on Site.
- 6.13 The Supplier acknowledges that any person attempting to gain access to the Site or working areas who is not in possession of a valid LUCAS or Sentinel Smartcard shall

be treated as a visitor. All visitors, except for authorised collection or delivery drivers, must be escorted or supervised at all times by an authorised member of staff whilst on Site.

- 6.14 The Supplier shall maintain a register of all visitors including:-
- (A) Name;
 - (B) Employer;
 - (C) Nature of business / persons being visited;
 - (D) Time in;
 - (E) Time out;
 - (F) Supervisor/escort name including signature.
- 6.15 The Supplier shall provide a health and safety Site briefing to each visitor and shall procure that such visitor shall sign a form to confirm that they have received the briefing and understand the Site rules and their respective responsibilities as a visitor.
- 6.16 The Supplier shall issue the visitor with a temporary pass that is valid for a maximum twenty-four (24) hours and which clearly indicates the expiry date and time of such visit.
- 6.17 The Supplier shall ensure the temporary pass is returned when the visitor leaves the Site and that a list of any lost passes is maintained.
- 6.18 The Supplier shall ensure that lost electronic visitor passes are de-activated immediately on the Supplier being made aware of the loss.

7. London Underground – Access Control

- 7.1 When booking in and out of the Site, the Supplier shall procure that the Supplier Personnel report in, record entry and exit, and present their Smartcards when and where required, in accordance with the local access control arrangements.
- 7.2 Where a Smartcard reader is installed on Site as part of the local access control arrangements, then the Supplier shall procure that all Supplier Personnel as a mandatory requirement swipe their Smartcard on entry and egress from the Site. Any individuals found on Site where such a card-reading system is in place who have not followed such a procedure may be instructed to leave Site for the duration of the associated shift, regardless of whether they may hold the appropriate Smartcard. The Company takes no responsibility for any abortive costs or impact to schedule of any such instruction to any member of the Supplier's staff under such circumstances.
- 7.3 If the Supplier wishes to make a change to the Accepted Access Plan or to the Supplier's requirements for Access after being approved by the Company's Representative and Access Manager, the Supplier shall submit written request of such change and a revised programme and Access Plan to the Company's Representative and Access Manager confirming any and all revised Access requirements.

8. Clash Checking

- 8.1 The Supplier shall be responsible for checking for clashes (Clash Checking) in respect of access booked by Others and the Company's Representative in respect of which the Company's Representative has provided the Supplier with the Access Visualisation Tool. The Supplier shall also monitor the following publications:
- (A) Engineering Look Ahead Notice
 - (B) Engineering Notice
 - (C) Nightly Engineering Protection Arrangements (NEPA) Notice
 - (D) Traffic Circular
 - (E) Station Works Plan
- 8.2 In the event of clashes the Supplier shall notify the Company's Representative and, where instructed, submit a revised Access Plan for acceptance. The indicative publication timescales (in advance of proposed works) for the above notices are as provided in Appendix 3 (Indicative Timescales for the Publication of Notices).
- 8.3 Clash Checking is a condition precedent in respect of any entitlement to apply for relief pursuant to Clause 29.
- 8.4 In the event that the Supplier attends the Site and access is not provided by the Company in accordance with the Accepted Access Plan the Supplier shall complete the Cancelled or Delayed/Curtailed Access Form contained in Appendix 6 (Cancelled or Delayed/Curtailed Access Form).
- 8.5 Without prejudice to the generality of Clause 29, Clash Checking, the completion of a Cancelled or Delayed/Curtailed Access Form in full (including the obtaining of all necessary signatures) and the identification of the period of access in question on the Accepted Access Plan (with the relevant SABRE number) are all condition precedents in respect of any entitlement to apply for a Relief Event.

9. Types of Access

- 9.1 Summarised below are the types of access that the Supplier's Access Plan shall be based upon. In preparing the Access Plan the Supplier shall select the type of access required for the Services. The Supplier shall consult with the Access Manager as to the appropriateness of the selection as set out in the Access Plan. The Access Manager's decision as to the types of access and closures which can be used in the formulation of the Access Plan is final and binding.

General Access

- 9.2 General Access is a category of access for undertaking non-exclusive/non-restrictive works on the TfL Network, using all necessary tools and equipment. It is valid for both Station and Track. SABRE numbers may be valid for up to a whole financial year, but can also be issued for shorter time periods to suit work demands.
- 9.3 General Access may be applied for to cover large areas of the TfL Network, for example whole lines, or for more discreet locations or worksites to suit work demands. The Supplier may apply for a number of General Access SABRE numbers, but the Access Manager will aim to limit the proliferation of General Access SABRE numbers for the same or similar work teams, projects, or areas etc.
- 9.4 General Access does not need to be Published.

Non-Restrictive/Exclusive Access

- 9.5 Non-Restrictive/Exclusive Access is a category of access for undertaking non-restrictive and non-exclusive works on the TfL Network, using all necessary tools and equipment. It is valid for both Station and Track.
- 9.6 The Supplier shall clearly define the area covered by a Non-Restrictive/Exclusive Access request and shall limit the area to the minimum required to deliver the Services.
- 9.7 Non-Restrictive/Exclusive Access does not need to be Published.

Restrictive Access

- 9.8 Restrictive Access is a category of access that places a restriction on what can take place within a particular worksite and where the restriction will apply to all parties attempting to work that particular shift.
- 9.9 In the event that the Supplier believes that Restrictive Access is necessary, the Supplier shall demonstrate that this is the most appropriate form of access and shall take account of the impact that the granting of Restrictive Access would have on the network and other work streams. The Supplier acknowledges that Restrictive Access will not typically be permitted to cover a protracted number of shifts or consecutive shifts, across the same geographical area.

9.10 The Supplier shall clearly define the area covered by a Restrictive Access request and shall restrict the area to the minimum required to deliver the works and avoid unduly impeding the works of Others.

9.11 Restrictive Access will need to be Published.

Exclusive Access

9.12 Exclusive Access is a category of access that prohibits any party not directly involved in the works (for which Exclusive Access has been booked) from working in that worksite.

9.13 In the event that the Supplier believes that Exclusive Access is necessary, the Supplier shall demonstrate that this is the most appropriate form of access and shall take account of the impact that granting Exclusive Access would have on the TfL Network and other work streams. Exclusive Access will not typically be permitted to cover a protracted number of shifts or consecutive shifts, across the same geographical area.

9.14 The Supplier shall clearly define the area covered by an Exclusive Access request and shall restrict it to the minimum area required to deliver the works and to avoid unduly impeding the works of others.

9.15 Exclusive Access will need to be Published.

Emergency Access

9.16 Emergency Access is access required to deal with an Incident as defined in the LUL Rule Book, or which is required to rectify the failure of an asset which, if not rectified, would have a material adverse impact on passenger services for the following day. Emergency Access takes precedence over any other booking or request as directed by the Incident Officer.

Major Closures

9.17 A Major Closure can be classified as any planned disruptive work which results in any TfL or Company service being unavailable between 0600 and 2100 on a weekday (excluding Bank Holidays).

Minor Closures

9.18 A Minor Closure can be classified as any planned disruptive work, apart from L&E Closures (defined below) which results in any Company or TfL services being unavailable outside the hours of 0600 and 2100 on a weekday (excluding Bank Holidays or at any other time at Weekends and Bank Holidays (including the Night Tube Period for work within the Night Tube Sections).

L&E Closures

9.19 Lift & Escalator (L&E) Closures are closures of lifts, escalators, travellers, fixed stairways, route ways or cross-passageways which can be accommodated without

requiring a Station or platform to be closed. The Supplier will liaise with the Access Manager to review the impact of any requested L&E Closure in the context of any other concurrent TfL Network closures. The Company's Representative may also participate in such liaison.

Access Subcategories

9.20 Within the above access types there are a number of access subcategories which are used in the booking system. The subcategories are detailed in Appendix 4 (Access Subcategories) hereto and a description of the typical work to which they apply, such as track possession, is also provided in order to assist the Supplier in identifying the type of access applicable to particular works.

10. Closure Request Process

10.1 Where the Supplier intends to make a closure requests the Supplier shall attend a Pre-Closure Request Meeting or Possession Meeting with the Access Manager before a Work Request is submitted by the Supplier for approval. The Company's Representative may attend such meetings.

10.2 Where the Company's Representative and the Supplier agree that a proposed closure has business justification the Supplier shall confirm with the Access Manager the acceptability of the proposed closure. Where the Access Manager confirms that the proposed closure dates are not acceptable the Supplier will liaise with the Access Manager to identify alternative closures that are as near as possible and equivalent to, the closures originally proposed by the Supplier. The Company's Representative may also participate in such liaison. The Supplier acknowledges that the Access Manager's decision as to acceptability of a proposed closure or proposed alternative closures is final and binding.

10.3 The Access Manager may reject proposed closures on (without limitation) the grounds that if granted such proposed closures would unduly limit journey opportunities. By way of guidance, and without limitation, examples of such a limitation of journey opportunities would be:

- (A) a closure of a central London Station during a seasonal event;
- (B) a closure of key Station for access to a popular one-off event during the period of the event;
- (C) a closure of a key branch for access to airport terminals during a peak travel weekend; or
- (D) a closure on a part of a line when there is a concurrent closure on the only alternate line during an abnormally busy period.

10.4 Similarly a closure request may be rejected where it is considered that the level of disruption caused is not justifiable given the nature and the scope of the works.

11. Timescales for booking Access and Closures

11.1 In preparing an Access Plan the Supplier shall make allowance for the minimum booking periods for the applicable access and closure types, as listed in the following table:

Type	Applicable to:			
	Station Access	Track Access	Working Time in	
			Engineering Hours	Traffic Hours
General Access Non-Restrictive/ Exclusive Access	Yes (14)	Yes (14)	Yes	Yes
Restrictive Access Exclusive Access	Yes (21)	Yes (56)	Yes	Yes
Major Closures	Yes (540)	Yes (540)	No	Yes
Minor Closure	Yes (222)	Yes (222)	No (ii)	Yes
L&E Closure	Yes (90)	N/A	Yes	Yes

Notes:

- The above table gives the T- date in brackets by which planning must be completed (the Latest Request Date). The Supplier must allow for sufficient time for adequate access planning.
- A Minor Closure may be applicable to Engineering Hours if a vehicle is being outstabled. Where no more than two vehicles are being outstabled at any single location the timescale for booking may, subject to the agreement of the Access Manager, be reduced to 90 days.
- A closure in respect of a depot or siding may be required if the proposed works affect the operational railway.

11.2 At specific locations the minimum booking period for closures stated in the above table may be able to be reduced. Where a reduced period applies this shall be specified by the Company's Representative.

11.3 The Supplier shall plan access as early as possible and in no event shall apply for access or closures after the Latest Request Date has passed.

11.4 Where access is required to Network Rail infrastructure at the Network Rail Interface Locations the minimum booking period for all access types is two hundred and ninety four (294) days access except for Major Closures which remains unchanged.

12. Utilising Existing Closures

- 12.1 The Supplier shall actively seek to utilise the Company's existing closure programme to progress the Services. The Supplier may request details of such closure programme from the Company's Representative, to the extent relevant to the provision of the Services.
- 12.2 The Supplier shall identify all possible opportunities to use the Company's existing closure programme and shall provide any information necessary to complete the Application to Work Form. The Supplier shall complete the Application to Work Form and submit this to the Access Manager and the Company's Representative for approval. The Supplier shall submit the Application to Work Form a minimum of 15 (fifteen) weeks prior to the relevant closure start date. The Supplier shall attend the planning meetings for the relevant closure and prepare for submission by the Supplier any information as may be requested by the Access Manager as part of this planning process. The Company's Representative may attend such planning meetings.
- 12.3 The Supplier may also propose an extension to an existing planned closure. The Company's Representative shall consider the proposal and where the benefits of the extension more than offset the increased customer disruption, shall authorise the Supplier to seek endorsement by the Access Manager. The Access Manager shall determine whether the request should be taken forward as a formal application and shall advise the Supplier accordingly. Where such application has been approved by the Company's Representative, the Supplier shall submit an updated Access Plan, to reflect such application, to the Company's Representative for approval. Where such application has been approved by the Company's Representative, the Supplier shall submit an updated Access Plan, to reflect such application, to the Company's Representative for approval.
- 12.4 The Supplier recognises the level of disruption and limitation of journey opportunities which result from closures and where the Contractor plans any change to the scope or type of works to be undertaken under an existing closure, shall seek the approval of the Company's Representative accordingly. The Contractor shall seek consent for the change from the Access Manager. The Contractor accepts that if the Access Manager or the Company's Representative considers that the changes in scope are such that the business benefit of the works to be carried out is no longer commensurate with the disruption caused, that the closure may be cancelled. For the avoidance of doubt where a closure is cancelled in these circumstances, the provisions of Clause 29 do not apply and the Contractor shall submit a revised Access Plan for acceptance by the Company's Representative.

13. Protection

- 13.1 The Supplier shall consult and agree all protection arrangements (including provision of additional Specialist Protection resources) with the Company's Representative and the Access Manager. The Supplier shall seek formal approval for the agreed protection arrangements (including provision of agreed Specialist Protection resources) by submitting a Work Request.
- 13.2 The Supplier shall provide a minimum of one (1) qualified Site Person in Charge (SPC) for each work party where relevant. The Supplier's SPC (who shall work on the track) shall hold a dual qualification enabling them to provide protection as well as work site supervision and shall work as part of the protection detail. If works are planned to take place during Engineering Hours, the SPC shall hold a dual qualification enabling them to provide protection during Engineering Hours, and shall be familiar with the area that they will be working in and safe routes to / from the worksite, as such there should be no need for additional protection staff to be employed (e.g. PWT-EH).
- 13.3 In the event of additional Specialist Protection staff being required, the Supplier shall advise the Company's Representative accordingly and the Supplier shall request the additional Specialist Protection resources from the Access Manager a minimum of twenty-one (21) days before the Specialist Protection is required. The Supplier will seek the approval of the Company's Representative before the submission of such request. The Access Manager will review the protection arrangements and determine the number and qualifications of any Specialist Protection staff that may be required. This will be done in consultation with the Supplier and the Company's Representative. Any Specialist Protection will be arranged by the Access Manager and provided by the Company.
- 13.4 The cost of Specialist Protection staff will be charged back to the Supplier in the event of cancellation (or non-utilisation) on the following basis:
- (A) Cancellations made ninety-six (96) hours or more in advance of the activity start date – no charge will be levied by the Company;
 - (B) Cancellations made less than ninety-six (96) hours before the job start date – the full cost will be charged to the Supplier.
- 13.5 The above durations are subject to the cancellation being made before 12:00hrs on a weekday (Monday to Friday inclusive). Where a cancellation notice is received after 12:00hrs, the ninety-six (96) hour cancellation period will be calculated from 09:00hrs on the next weekday.

14. Equipment Rooms

- 14.1 The Supplier shall arrange access to Switch, Relay, Machine and other Equipment Rooms by giving the Company's Representative a minimum of two days' notice of his intention to access these areas.
- 14.2 The Supplier shall ensure that the security of Switch, Relay, Machine and other Equipment Rooms are maintained and that all access doors are securely locked when the work in the room is completed. The Supplier is responsible for the safe working conditions within the Switch, Relay, Machine and other Equipment Rooms.
- 14.3 Supplier Personnel shall not leave the Site in possession of an LUL key and are not permitted to have a duplicate of any of LUL's keys manufactured.

Appendix 1: Access Plan Template

Transport for London
London Underground Limited

<Programme>

<Project>

<UIP Code>

<Document Reference>

Access Plan

Lifecycle Stage

<lifecycle stage>

Prepared by		
Manager (LU Accountable Manager / LU Project Manager)	The Access Plan conforms to the template and the information is up to date, reflecting the current state of the project design and requirements for access.	
Name:	Signed:	Date:
Approved by		
LU Access Manager	I confirm that the Access Plan provides sufficient information to agree the access arrangements in principle and no further design details are needed at the current time.	
Name:	Signed:	Date:

Distributed to:

<Name>	<Role>	<Name>	<Role>
<Name>	<Role>	<Name>	<Role>
<Name>	<Role>	<Name>	<Role>
<Name>	<Role>	<Name>	<Role>

Document History

Revision	Date	Summary of changes



Access Plan

1.0 GENERAL INFORMATION

Programme	<input type="text" value=" <Programme>"/>	Document Ref	<input type="text" value=" <Document Reference>"/>
Project Title	<input type="text" value=" <Project>"/>	Project / UIP Code	<input type="text" value=" <UIP Code>"/>
SAP MPD No.	<input type="text"/>	Lifecycle Stage	<input type="text" value=" <lifecycle>"/>
Sponsor	<input type="text"/>	Date	<input type="text"/>
Proj Man	<input type="text"/>	Prog Man	<input type="text"/>
email	<input type="text"/>	phone	<input type="text"/>
Access Man	<input type="text"/>	phone	<input type="text"/>
email	<input type="text"/>		

2.0 ACCESS LOGISTICS

Applicant	Access Manager				
Station <input type="checkbox"/>	Closure (Maj) <input type="checkbox"/>	Exclusive <input type="checkbox"/>	Vehicles (T/Plant) <input type="checkbox"/>	Urg <input type="checkbox"/>	
Track <input type="checkbox"/>	Closure (Min) <input type="checkbox"/>	Restrictive <input type="checkbox"/>	Vehicles (Other) <input type="checkbox"/>	App <input type="checkbox"/>	
Depot / Sidings <input type="checkbox"/>	Closure (L&E) <input type="checkbox"/>	General Access <input type="checkbox"/>	Plant <input type="checkbox"/>		
Veh/Plant <input type="checkbox"/>	Published Work <input type="checkbox"/>	NR / 3rd Party <input type="checkbox"/>	Possession <input type="checkbox"/>		
Protection <input type="checkbox"/>	Unpublished Work <input type="checkbox"/>		Specialist Resources <input type="checkbox"/>		

All planning & works request applications must be complete & submitted days in advance of the Monday of the week access is required

3.0 WORK DESCRIPTION & PHASING

Description of works & particular requirements

Will work be delivered in phases? <input type="text"/>	Will you need specialist resources? <input type="text"/>	Will you need a closure? <input type="text"/>
How many phases? <input type="text"/>	Do you need vehicles / plant / equipment? <input type="text"/>	L&E Closure <input type="text"/>
Further Details Attached <input type="text"/>		Minor Closure <input type="text"/>
		Major Closure <input type="text"/>

4.0 LOCATIONS

Describe where you will need access (include storage details & access routes if known)

Space Allocation Movement of Materials Storage License Site map(s) attached

5.0 STATION SPECIFIC DETAILS (if applicable)

Station Specific Details:				
Station	SID Code	Area Description	Type of Access	Details of Work

6.0 DATES & SHIFTS

Earliest Start Date <input type="text"/>	Earliest Finish Date <input type="text"/>	Minimum Duration <input type="text"/>	Traffic / Opening Hours <input type="text"/>
Likely Start Date <input type="text"/>	Likely Finish Date <input type="text"/>	Maximum Duration <input type="text"/>	Engineering / Closed <input type="text"/>
Latest Start Date <input type="text"/>	Latest Finish Date <input type="text"/>	Contingency <input type="text"/>	Both <input type="text"/>

Describe when you will need access and your preferred shift pattern(s)

Have you considered working during traffic / opening times? Do you need set-up / clear down time? Works schedule attached

How much time?

7.0 SPECIALIST PROTECTION (if applicable)

Describe what specialist resources will be required & whether these will be provided by LU / Contractor or a Third Party

8.0 VEHICLES / PLANT / EQUIPMENT (if applicable)

Describe what Vehicles / Plant / Equipment will be required

Describe any access / planning requirements

9.0 ADDITIONAL INFORMATION

Add any other information which may be pertinent to the access requirements here

For details on completion timescales for processing Access Requests, talk to an Access Manager

A resource loaded schedule of work is to be attached when the form is submitted for final approval & processing

Appendix 2: Application to Work Form

Multi-Worksite Possession Team Application to Work Form					
Date of Application			Week No.		Equivalent Engineering hours shifts
Date of Possession			Week No.		
Responsible manager for work	Name				
	Organisation				Cost Centre
	Contact number				E mail:
Scope of work Brief Description					
Chainage					
Line(s) Affected		Times Req'd.		Limits	
Worksite Location					
Lines Affected Including EB - WB - IR - OR - NB - SB Limits 1 No. Form For Each Respective Worksite					
Is it Possible to Pass Engineering Trains through your worksite. Ensure all information is correctly entered.					
			Yes If Yes, how much notice req'd. to clear site	No If No, enter justification below	
Engineering Trains					
Are Engineering trains working in your worksite		Yes		If Yes, how many and which type:	
		No			
Road Rail Vehicles (RRVs)					
Are EHs Possessions required to Outstable RRVs prior to Closure		Yes		Are EHs Possession required to return RRVs following Closure	
		No			
Comments					
On Track Plant / machinery					
Are any On Track Plant / machinery Working in your worksite		Yes		If yes ensure you enter all information correctly in the respective boxes below	
		No			
Line(s) Affected		Access		Egress	
Resources					
Are any specific resources required for your worksite		Yes		If yes ensure you enter all information correctly in the respective boxes below	
		No			
Are all staff on site Track Accustomed certificated?		Yes		If no ensure, adequate time is allocated to clear line(s) of all non cert. staff to allow passage of Engineering train if applicable	
		No			
Anticipated No of staff in worksite					
Control measures for access to worksite					
Is station Access required					
		Yes	No		
Worksite Notification: Date Worksite Notification accessible for review.					

Appendix 3: Indicative Timescales for the Publication of Notices

T - 4 weeks							T - 3 weeks					T - 2 weeks						T - 1 week					Work due this week						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday		
				Closing date for draft ELAN					Draft ELAN published for requesters comments						Closing date for Final ELAN comments 17.00hrs													Planned work, anytime this week	
																						Publication deadline for changes, EN and NEPA					Planned work due to start - EN / NEPA published by 15.00hrs		
																							Publication deadline for changes, EN and NEPA				Planned work due to start - EN / NEPA published by 15.00hrs		
																											Planned work due to start - EN / NEPA published by 15.00hrs		
																											Planned work due to start - EN / NEPA published by 15.00hrs		
																											Planned work due to start - Engineering Notice / NEPA published by 15.00hrs on Friday		

Notes
 ELAN = Engineering Look Ahead Notice
 EN = Engineering Notice
 NEPA = Nightly Engineering Protection Arrangements

Appendix 4: Access Subcategories

Station works			
Access Type	Booking Description	Days	Work Type Description
General Access	General Access (non Track)	14	For undertaking the majority of everyday access needs, using relevant tools and materials. Not to be used for works that imposes a restrictive or exclusive requirement on other access users.
Non Restrictive/ Exclusive Access	APPENDIX 1 Non Restrictive/ Exclusive Access (non Track)	14	For undertaking everyday access needs, using relevant tools and materials within a defined area
Restrictive Access	Restrictive - Asbestos Premises	21	Only issued to specialist Asbestos contractors registered with LU for asbestos works. Access for asbestos works e.g. removal for which no other parties can be present on grounds of safety.
	Restrictive - Bright Lights	21	For where access introduces the use of additional lighting that could potential impact other access users. Rarely applied.
	Restrictive - Closure Area	21	To define an area of a station subject to a Closure (i.e. taken out of service for the purposes of engineering works).
	Restrictive - Movement of Materials	21	For where access necessitates the movement of materials either through a station that may impact on other access users. May include craning over of materials.
	Restrictive - Noisy Works	21	For where access will result in particularly noisy works that may have an impact on other access users.
	Restrictive - Plant / Chemicals in a confined space	21	For where access introduces the use of plant and chemicals in a confined space. Rarely used.
	Restrictive - Power Cessation- Power Outages Possible	21	For where access will introduce a cessation of power that may impact other access users (e.g. need for temporary supplies/portable lighting).

Station works			
Access Type	Booking Description	Days	Work Type Description
Exclusive Access	Exclusive – Asbestos Exclusion Zone	21	Only issued to specialist Asbestos contractors registered with LU for asbestos works. Access for asbestos works e.g. removal for which no other parties can be present on grounds of safety.

Track works			
Booking Description	Booking Description	Booking Description	Booking Description
General Access (Non Exclusive/ Non-Restrictive)	General Access (Track)	14	For undertaking the majority of everyday access needs, using relevant tools and materials. Not to be used for works that imposes a restrictive or exclusive requirement on other access users.
Non Restrictive/ Exclusive Access	Non Restrictive/ Exclusive Access (Track)	14	For undertaking everyday access needs, using relevant tools and materials within a defined area.
Restrictive	Restrictive - Allied Track	56	To define an area of track used in conjunction with, or subject to impact from, another access booking e.g. unloading of materials from a train booked under an Exclusive Specified Area.
	Restrictive - Asbestos Premises	56	Only issued to specialist Asbestos contractors registered with LU for asbestos works. Access for asbestos works e.g. removal for which no other parties can be present on grounds of safety.
	Restrictive - Bright Lights	56	For where access introduces the use of additional lighting that could potential impact other access users. Rarely applied.
	Restrictive - Closure Area	56	To define an area of the LU railway subject to a Closure (i.e. taken out of service for the purposes of engineering works).
	Restrictive - Motorised Trolley	56	For the operation of a motorised track trolley on the railway.
	Restrictive - Movement of Materials	56	For where access necessitates the movement of materials either on, over or adjacent to the LU railway that may impact on other access users. May include craning over of materials.
	Restrictive - Noisy	56	For where access will result in particularly noisy works that may

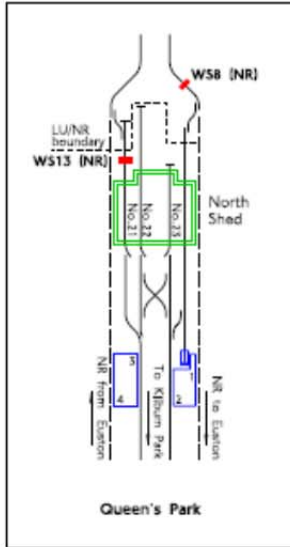
Track works			
Booking Description	Booking Description	Booking Description	Booking Description
	Works		have an impact on other access users.
	Restrictive - Out-stabled Trains	56	To define an area of the LU railway where a service train is stabled (normally in platforms/sidings). May restrict the type of works that can be performed adjacent to this location.
	Restrictive - Plant / Chemicals in a confined space	56	For where access introduces the use of plant and chemicals in a confined space (e.g. platform invert). Rarely used.
	Restrictive - Power Cessation- Power Outages Possible	56	For where access will introduce a cessation of power (e.g. tunnel lighting, supply points) that may impact other access users (e.g. need for temporary supplies/portable lighting).
	Restrictive - Protection Area	56	To define an area of track used as a protecting or 'buffer' zone. Used in conjunction with another Exclusive booking e.g. Specified Area, Possession.
	Restrictive - Sub Station Works	56	Primarily for the use of LU Power teams requiring access to sub stations supplying power to the LU traction current system.
	Restrictive - Wheels Free Zone	56	For works that require the running rails to be free of electrically conducting plant or equipment e.g. trolleys, trains etc. Usually used for works requiring isolation of the signalling circuits e.g. commissioning.
Exclusive	Exclusive	56	For works necessitating sole access of the LU railway, and not more appropriately catered for under other categories herein. Only used sparingly and for short durations due to its restrictive nature on other works.

Track works			
Booking Description	Booking Description	Booking Description	Booking Description
	Exclusive - Asbestos Exclusion Zone	56	Only issued to specialist Asbestos contractors registered with LU for asbestos works. Access for asbestos works e.g. removal for which no other parties can be present on grounds of safety.
Exclusive	Exclusive - Current Rail Resistance Measurements	56	Primarily for the use of LU Power teams requiring controlled current measurements of the traction current delivery system.
	Exclusive - Engineers' Current Area	56	For the running of engineering vehicles on live traction current in accordance with the LUL Rule Book.
	Exclusive - Possession	56	For the exclusive control of access to a given area of the railway. Traction current may be on or off. May involve the use of engineering trains, RRVs etc. As defined in the LUL Rule Book
	Exclusive - Running on current, moving according to signals	56	For the running of vehicles on live traction current obeying LU signalling systems (e.g. test trains). Often referred to as 'Cancelled Engineering Hours'. As defined in the LUL Rule Book.
	Exclusive - Specified Area	56	For the running of engineering machines e.g. trains, RRVs on the railway. As defined in the LUL Rule Book
	Exclusive - Traction Current Switching During Eng Hrs	56	For access that requires traction current to be switched on and off intermittently during the engineering hours shift. Primarily used in relation to power supply testing/commissioning etc.

Appendix 5: Network Rail Interface Locations

Bakerloo line

T03. Harrow & Wealdstone to Kiburn High Road via Queen's Park Track Agreement. LU is Network Rail's customer for track, signalling and traction current. These are shared with LOKO, which also has an Agreement with Network Rail.



Station Agreements between Harrow & Wealdstone and Kiburn High Road via Queen's Park. Excluding Willesden Junction LU is the Station Facility Owner.

LU's access to Stonebridge Park is via Network Rail track. There is an end-on track interface between LU and Network Rail track at the depot entrance.

There are end-on track interfaces between LU and Network Rail at the North end of the LU Queen's Park North Shed. LU and Network Rail tracks also run parallel through Queen's Park Station.

The route from Queen's Park to Kiburn High Road station is provided under Track agreement T03 for reversing the service in emergency only.

Richmond Network Rail owned station (with SFO, may be other TOC's)
T03 Track Agreement
 Location of Track Agreement.

Created: 30 March 2012

For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNW-B, SE-B and WN-B

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Central line

Ealing Broadway - Station Agreement:
 FGW is the Station Facility Owner.
 LU is the customer but owns the
 Central and District line platforms.



West and South Ruislip - Station Agreements:
 LU is the station owner, Chiltern Railways is
 LU's customer but manages its own platforms.

Greenford - Station Agreement: LU is the station
 owner. FGW is LU's customer.
 Network Rail owns the track in the bay platform.

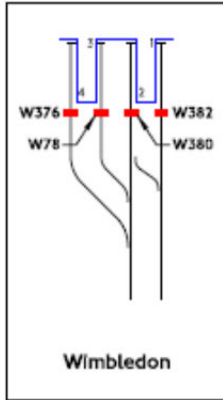
	Network Rail owned station (with SFO, may be other TOC's)
	Track Agreement
	Location of Track Agreement

Created: 30 March 2012

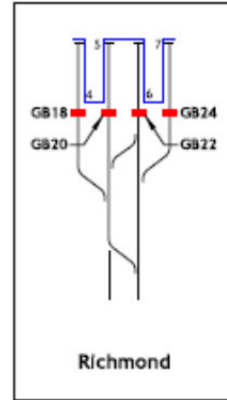
For details of Land and Property boundaries
 refer to Site Specific Engineering arrangements
 GW-C, ML-C and SE-C

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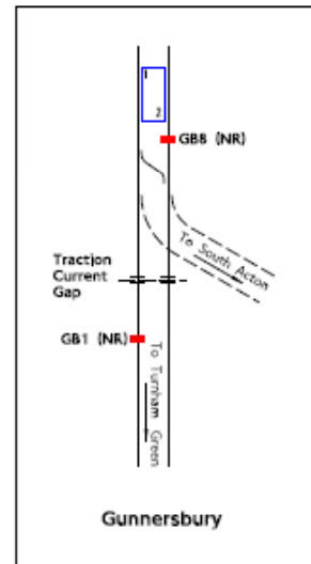
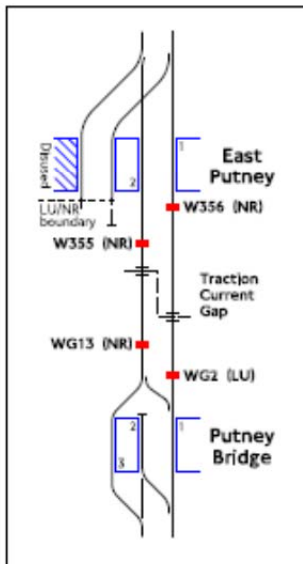
District line



T02, East Putney to Wimbledon Track Agreement. Give South West Trains a diversionary and empty stock route. Network Rail supplies the traction current and signal operation but is LU's customer for track.



Kensington Olympia - Station Agreement. LOROL is the Station Facility Owner. LU is the customer.



Barking and Upminster - Station Agreements. CFC is the Station Facility Owner. LU is the customer.

Richmond - Network Rail owned station (with SFO, may be other TOC's)
TO3 - Track Agreement
 - Location of Track Agreement

For details of Land and Property boundaries refer to Site Specific Engineering arrangements SE-D and WN-D

Jubilee line



Canning Town - Station Agreement. LU is the Station Facility Owner. The Docklands Light Railway's access is covered by a lease but LU provides some station services.

West Ham - Station Agreement. LU is the station facility owner. C2C is the customer but manages its own platforms.

Stratford - Station Agreement. High level platforms and subways - NXEA are the Station Facility Owner. LU (Central line) is the customer, but staff Central line platforms.

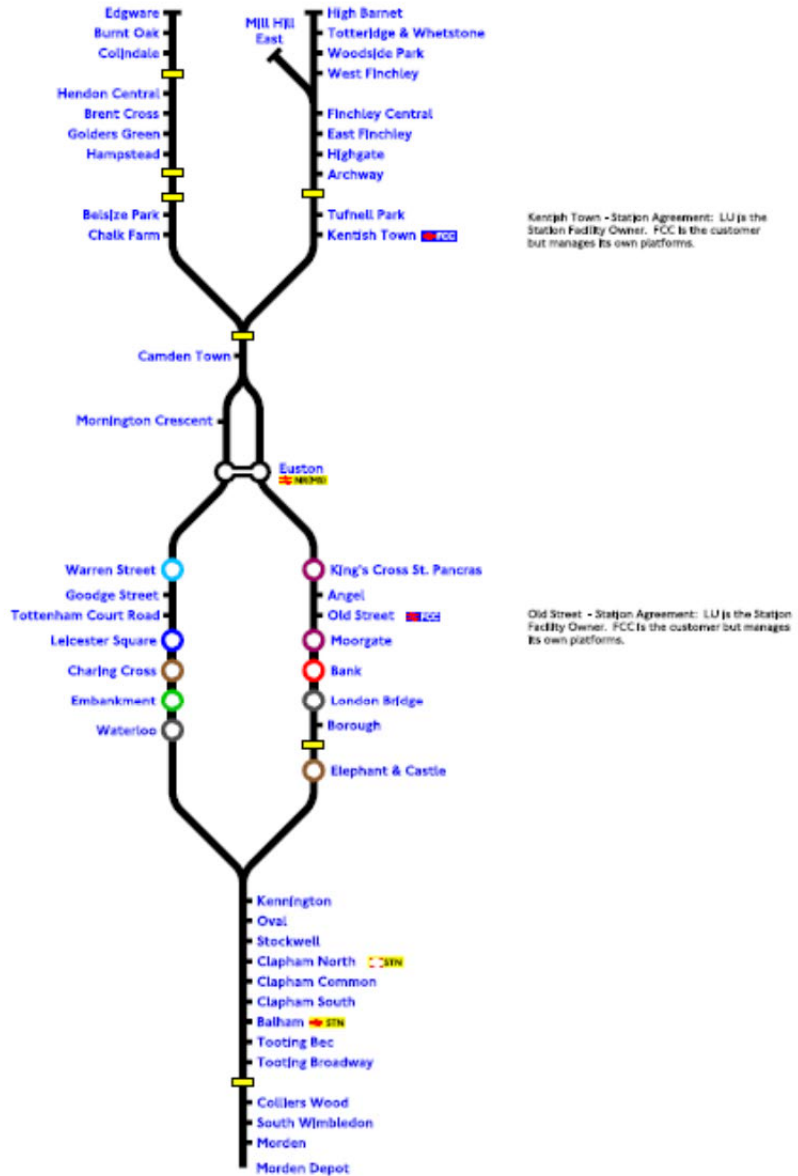
Richmond-ewr	Network Rail owned station (with SFO, may be other TOC's)
TO3	Track Agreement
	Location of Track Agreement



Created: 30 March 2012

For details of Land and Property boundaries refer to Site Specific Engineering arrangements SE-J and LNW-J

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Northern line



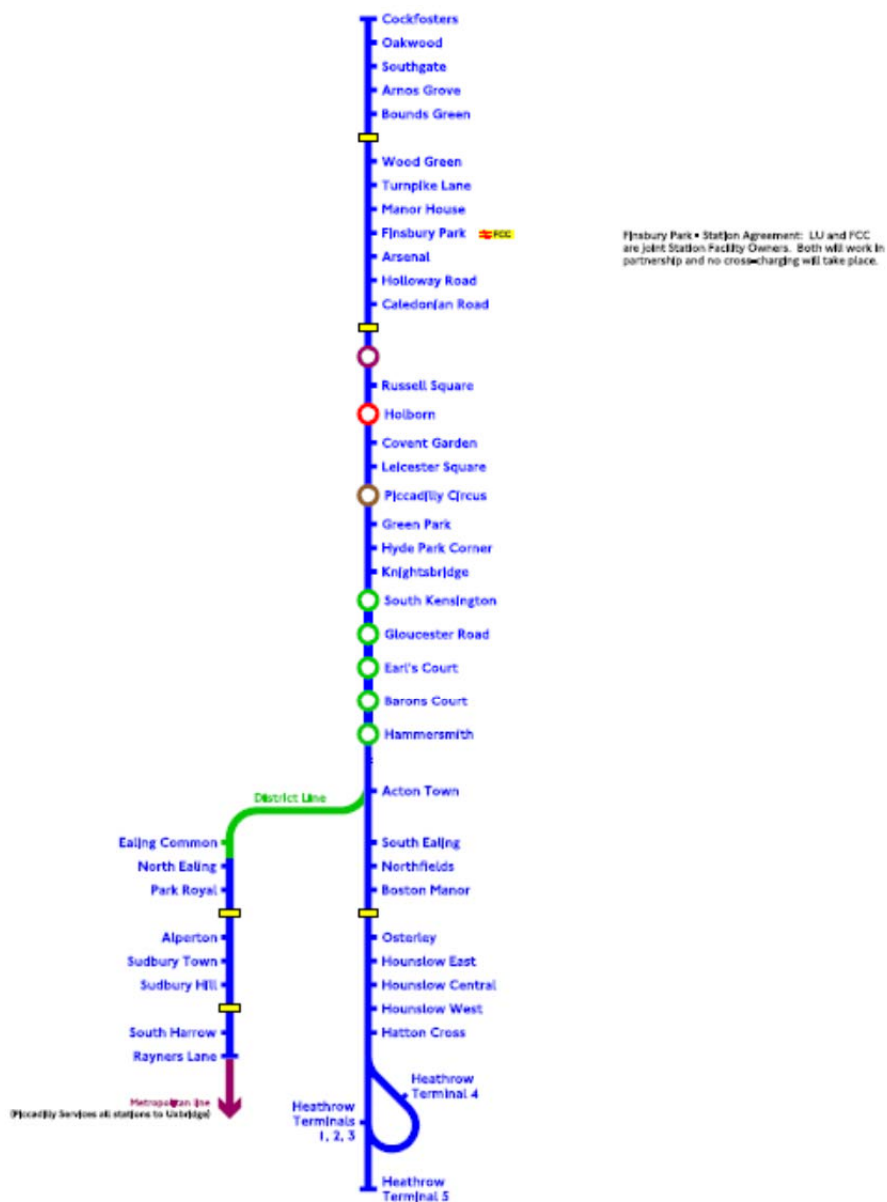
	Network Rail owned station (with SFO, may be other TOC's)
	Track Agreement
	Location of Track Agreement

Created: 30 March 2012

For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNE-N, LNW-N and SE-N

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Piccadilly line



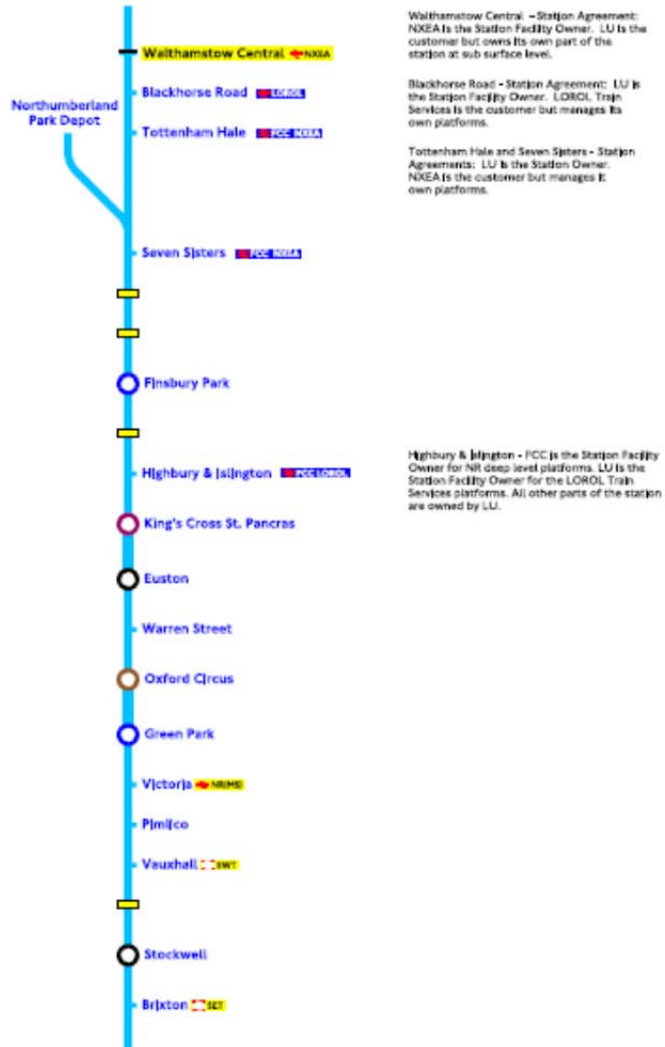
Richmond (SMT) Network Rail owned station (with SFO, may be other TOC's)
FCC Track Agreement
 Location of Track Agreement

Created: 30 March 2012

For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNE-P, LNW-P, SE-P and WN-P

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Victoria line



Richmond - swt	Network Rail owned station (with SFO, may be other TOC's)
TOS	Track Agreement
	Location of Track Agreement

Created: 30 March 2012

<p>For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNE-V, LNW-V and SE-V</p>
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Appendix 6: Cancelled or Delayed/Curtailed Access Form

London Underground					
Frustrated Access (Cancelled / Delayed / Curtailed) Form					FAC-001 v1
Directorate:			Upgrade / Asset Group:		
Project / Work Title:			Project Id / Work Order / Job Ref:		
Line: _____ Unique Ref.: _____					
Access Affected: (tick one) Canceled: <input type="checkbox"/> Delayed / Curtailed: <input type="checkbox"/>					
Date: (shift start) Day: ____/____/____ Night: (start) ____ - (end) ____/____/____					
Access Authority Details: (must be valid)					
Booking Ref. (1): <input type="text"/>			PICER Ref (copy required) _____		
Booking Ref. (2): <input type="text"/>			Access Type: TRACK / STATION / OTHER (Circle as applicable)		
<i>All details Mandatory</i>					
Access Location (or Code):			Work Location or Code (+ SB/NB/EB/WB):		
Station Supervisor Name:			Track Current Sections Booked Out (ref required):		
Work to be done (brief details)					
Time Booked on Station:		Time Booked on with TAC:		Call Back Time given by TAC:	
				TAC Ref. No:	
Planned Start time:		Actual Start time:		Planned finish time:	
				Actual finish time:	
				Total Shift or Time Lost:	
Reporters Details: (mandatory)					
Name:		Company		Contact No.	
				Email	
LU Accountable Manager Details:					
Name:		Directorate / delivery Group		Contact No.	
				Email	
Contractors / Sub-Contractors affected: (mandatory)					
Contractor	Ops in work Party (no.)	Contractor	Ops in work Party (no.)	Contractor	Ops in work Party (no.)
Cause of Lost Time / Shift (mandatory)					
Engineers Train Y/N	Train ref. no.	Was train published in ENLA?	If so, which no?	Was Train published in Eng Notice?	If so, which no?
	Reason for late running (if known)				
Passenger Train Y/N	Train ref. no.	Line	Direction (circle one) SB / NB / EB / WB	Destination	
	Reason for late running (if known)				
Other Contractor	<input type="checkbox"/>	Name			
LU Supervisor	<input type="checkbox"/>	Name			
Late Book on TAC	<input type="checkbox"/>	Details			
Early call back TAC	<input type="checkbox"/>				
Other	<input type="checkbox"/>				
Signature of station supervisor				Was further investigation completed by DOE / DOME? Y / N	

This form must be faxed to XXXXX or emailed to XXXX

SCHEDULE 5: CONTRACT VARIATION PROCEDURE AND ADDITIONAL WORKS

PART A – CONTRACT VARIATION PROCEDURE

1. Without prejudice to paragraph 3 below, the cost of any Variation Order shall be agreed between the Parties taking account of the reasons why the Variation Order was required.
2. The Company may propose a variation by completing Appendix 1 (Form of Variation Proposal/Variation Order) of this Part A and supplying three (3) copies of it to the Supplier. Within five (5) Working Days of receipt, or such other time as may be agreed by the Company, the Supplier shall complete Part B of the Variation Proposal and shall supply two (2) copies of the Variation Proposal to the Company. The Company shall be entitled, at any time within twenty (20) Working Days of receipt, to instruct and authorise the Supplier to proceed with the variation on the terms so set out by each Party by completing and signing Part C of one (1) copy of the Variation Proposal (which, following such signature, will be referred to as a "Variation Order") and supplying such Variation Order to the Supplier. The relevant part(s) of this Contract shall thereupon be varied accordingly.
3. For the avoidance of doubt, the Supplier shall carry out the variation in accordance with the Variation Order on the terms determined by the Company and such variation shall commence no later than five (5) Working Days (unless otherwise instructed by the Company) following receipt of the signed Variation Order by the Supplier. Where the terms are not agreed by the Supplier, or where the Supplier fails to provide Part B of the Variation Proposal to the Company within the timescales set out in paragraph 2 above, the variation shall be deemed to be agreed and the Supplier shall proceed, at the request of the Company, to implement the variation in accordance with the specified terms within five (5) Working Days (unless otherwise instructed by the Company of receipt of the original Variation Proposal by the Supplier. Where such Variation Order is disputed by the Supplier, the Supplier may refer this to the dispute resolution procedure pursuant to Schedule 12 (Dispute Resolution Procedure) but is required to implement the variation pending the outcome of the Dispute.
4. The Supplier may propose a variation, after requesting the issue by the Company of a Variation Proposal variation number, by completing Parts A and B of a Variation Proposal and supplying two (2) copies of it to the Company. The Company shall be entitled, at any time within twenty (20) Working Days of receipt, to instruct the Supplier to proceed with the variation on the terms so set out by the Supplier by completing and signing Part C of one (1) copy of the Variation Proposal (which, following such signature, will be referred to as a "Variation Order") and supplying such Variation Order to the Supplier. The relevant part(s) of this Contract shall thereupon be varied accordingly.
5. The Supplier may indicate in a Variation Proposal that the price is an estimated price but, if it does so, it shall supply a firm price to the Company in writing at least five (5) Working Days before the expiry of the time within which the Company is entitled to instruct the Supplier to proceed with the variation.
6. In all Variation Proposals, the Supplier shall ensure that:
 - (A) the price indicated by the Supplier is the full price and shall cover all costs associated with the variation;

- (B) if appropriate, a range of prices is shown corresponding to the extent of the Services to be carried out; and
 - (C) the Variation Proposal includes such further information as may reasonably be required by the Company.
7. In an Emergency, both Parties shall use their reasonable endeavours to expedite the actions permitted or required under the Contract Variation Procedure.
 8. The Company will not accept any retrospective claims for additional work caused by a variation which has not been approved by the Company in accordance with the Contract Variation Procedure before the commencement of such additional work.
 9. All authorised additional work resulting from any Variation Proposal shall be priced in accordance with any applicable rates set out in Schedule 2 (Payment).
 10. The Supplier shall at all times act reasonably and shall price each Variation Proposal at the least possible additional cost to the Company that it is reasonably and economically practicable for the Supplier to offer and which has the least possible impact on the terms of this Contract, including but not limited to, the Specification.
 11. Strict adherence to the procedure described in this Schedule 5 Part A (Contract Variation Procedure) shall be a condition precedent to any addition to the Contract Price for the Services. If the Supplier does not adhere to each paragraph in this Schedule 5 Part A then the Supplier shall not be entitled to any addition to the Contract Price notwithstanding that the Supplier may have supplied additional or varied Services.

APPENDIX 1: FORM OF VARIATION PROPOSAL/VARIATION ORDER

To:	From:
------------	--------------

Contract Reference:
Variation Number:
Variation Title:

PART A (TO BE COMPLETED BY THE ORIGINATOR OF THE VARIATION ORDER)	
Description of change:	
Reason for changes and impact (if any) on Contract:	
Variation Proposal Authorised by:	Proposal Date:
PART B (TO BE COMPLETED BY THE SUPPLIER)	
Price Breakdown Note: If a further breakdown is needed please append details as a separate sheet.	
Expected Delivery Date:	
Supplier's Representative:	
Print Name:	Signature: Date:
Completed document to be returned to the Company's Representative	
PART C (TO BE COMPLETED BY THE COMPANY'S REPRESENTATIVE)	
Comment on Parts A and B:	
Variation Authorisation Company's Representative:	
Print Name:	Signature: Date:

PART B - ADDITIONAL WORKS

Definitions

1.1 In this Schedule 5, Part B:

"Additional Works" means the provision, on a temporary and/or ad hoc basis, of:

- (a) services and/or works which are not the Services but which the Company reasonably requires the Supplier to provide;
- (b) the Services at locations other than the Sites;
- (c) any additional labour, in excess of any of the quantities set out in the Specification, to provide services which relate to the type and nature of the general scope of the Services but which are outside of the specific scope of the Services;

"Additional Works Notice" means a request for Additional Works from the Company that states on its face that it is an Additional Works Notice;

"Additional Works Rates" means the rates to be applied in respect of any request from the Company for Additional Works as contained in Appendix 2 to Schedule 2 (Payment);

"Revised Additional Works Notice" has the meaning given to it in paragraph 2.4 of Part 2 of this Schedule 5

Additional Works

1. Additional Works Notice

- 1.1 Where Additional Works are required by the Company, the Company shall submit to the Supplier an Additional Works Notice.

2. Supplier Response and Company Confirmation

- 2.1 Within five (5) Working Days of receipt of the Additional Works Notice, the Supplier shall confirm in writing to the Company as relevant and in accordance with this Part 2:

- (A) the cost of performing the required Additional Works;
- (B) the time period for performing the Additional Works; and
- (C) when it is proposed the Additional Works are to be carried out.

- 2.2 The cost of implementing the required Additional Works shall be calculated by reference to paragraph 3 of this Part 2.

- 2.3 Other than the costs referred to in paragraph 2.2 of this Part 2 the Supplier shall make no charge to the Company for processing, implementing or managing Additional Works.

- 2.4 The Company may object in writing within five (5) Working Days of receipt of the Supplier's confirmation pursuant to paragraph 2.1 of this Part 2 to any part of that confirmation and in such circumstances the Parties shall act reasonably to agree as soon as practicable how the Additional Works are to be implemented. In the event that the parties cannot reach agreement within ten (10) Working Days (unless otherwise instructed by the Company, the Company shall have sole discretion to determine the terms and such terms shall be notified to the Supplier in a revised Additional Works Notice (the "Revised Additional Works Notice").

- 2.5 Where the Company accepts the information provided by the Supplier pursuant to paragraph 2.1 and following receipt of an instruction by the Company to proceed with the Additional Works, the Supplier shall then carry out the Additional Works in accordance with the agreed Additional Works Notice or Revised Additional Works Notice (as applicable).

- 2.6 Notwithstanding the right of the Supplier to refer a Dispute in relation to an Additional Works Notice to the dispute resolution procedure pursuant to Schedule 12 (Dispute Resolution Procedure), in the event of a Dispute, the Supplier is required to implement the Additional Works pending the outcome of the Dispute.

3. Pricing of Additional Works

- 3.1 For the purposes of paragraph 2.2 of this Part 2, the cost of implementing any Additional Works shall be calculated in accordance with the calculation set out in Schedule 2 (Payment) and on the basis that:

- (A) wherever practicable the Supplier shall procure that such works are carried out by existing on-site and suitably qualified Supplier Personnel and no labour element shall be charged to the Company in respect of such works. Where

such Additional Works are not carried out by existing on-site and suitably qualified Supplier Personnel, the cost of the labour element shall be calculated in accordance with the Additional Works Rates or, where such rates are not applicable, in accordance with rates which are fair and reasonable; and

- (B) the materials element shall be charged at the cost of materials to the Supplier or to the contractor carrying out the work (net of all discounts) and there shall be no management fee, margin, overhead, contingency or other cost applied in relation thereto.

4. Implementation

4.1 The Supplier shall perform the required Additional Works so as to minimise any inconvenience to the Company and within the timescales specified in the confirmation provided pursuant to paragraph 2.1 of this Part 2 (or agreed by the parties pursuant to paragraph 2.4 of this Part 2).

4.2 The Supplier shall notify the Company when it believes the Additional Works have been completed.

4.3 Where the Supplier has either:

- (A) failed to provide a response pursuant to paragraph 2.1 of this Part 2; or
- (B) failed to fully implement the Additional Works within ten (10) Working Days of the date that has been determined or agreed in accordance with paragraph 4.1 of this Part 2 as being the date on which the Additional Works should have been implemented,

then the Company shall be entitled to exercise its rights pursuant to Schedule 11 (Performance Measurement).

5. Payment

5.1 Where the Additional Works have been performed to the satisfaction of the Company acting reasonably the Supplier shall include the costs of the relevant Additional Works in its next following Payment Application submitted pursuant to Clause 17.1 following completion of the relevant Additional Works.

5.2 All amounts payable in respect of Additional Works shall be invoiced and paid in accordance with the procedure described in Clause 17 of this Contract.

6. Documentation and Monitoring

6.1 No due diligence (whether funder, legal, technical, insurance or financial) shall be required in relation to Additional Works unless otherwise agreed between the parties.

6.2 Unless otherwise agreed between the parties, no changes shall be made to this Contract as a result of Additional Works, save for the encompassing of the subject matter of the Additional Works within the Specification.

6.3 The Supplier shall keep a record of all Additional Works processed, completed and outstanding and shall provide the Company with a copy of that record whenever reasonably required by the Company.

7. Disputes

Any Dispute may be referred by either party for resolution pursuant to Schedule 12 (Dispute Resolution Procedure), but the Supplier shall, nevertheless, be required to perform the Additional Works within the prescribed timescales notwithstanding the Dispute, where such Dispute concerns the cost of the Additional Works.

8. Applicability of the Contract

In providing the Additional Works, the Supplier shall comply with the requirements of the Contract and (save to the extent the contrary is expressly set out in this Schedule that is agreed or determined in accordance with the Contract) any provisions in the Contract which impose obligations on the Supplier in respect of the provision of the Services shall apply equally to the provision of the Additional Works.

SCHEDULE 6: HEALTH, SAFETY, QUALITY AND ENVIRONMENTAL REQUIREMENTS

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APPENDIX 1 – HEALTH, SAFETY AND ENVIRONMENT POLICY 190

1. SUMMARY

1.1 POLICY

At all times the Supplier shall have and shall maintain an appropriate health and safety policy ("Health & Safety Policy") which outlines a commitment to the prevention of injury, ill health and continual improvement by establishing, implementing and maintaining a programme for achieving its objectives which includes:

- Designation of responsibility and authority for achieving objectives at relevant functions and levels
- The means and time-frame by which the objectives are to be achieved
- The objectives shall include commitments to the prevention of injury and ill health, compliance with applicable legal requirements and with other requirements to which the organization subscribes, and to continual improvement

The Supplier shall demonstrate commitment by ensuring the availability of resources essential to establish, implement, maintain and improve occupational health and safety.

PART A: SAFETY

1. Safety Management System

1.1 The Supplier shall have a safety management system that meets the requirements of this Contract and requirements of the Company and which, as a minimum shall:

- (a) be consistent with and support the principles set out in:
 - (i) Appendix 2 (*TfL's Health, Safety and Environmental Policy*); and
 - (ii) London Underground Safety Certificate and Safety Authorisation,

("Safety Management System")

1.2 The Supplier when performing its obligations under this Contract:

- (a) shall comply with all relevant health, safety and environmental Applicable Laws applicable to the Services or to the Supplier in performing the Services and shall, where applicable and the Supplier is reasonably able to do so, enable and assist the Company to comply with all relevant health, safety and environmental Applicable Laws applicable to the Company, the Underground Network and which is affected by the performance by the Supplier of this Contract;
- (b) shall comply with:
 - (i) the Quality Environmental Safety and Health (QUENSH) Conditions referred to in Part D of this Schedule 6 ("**QUENSH**") and the Rule Book 21 Personal safety on the track, Issue 3 with OSN117 and written notice LU-WN-01401 ("**Rule Book**") as are relevant to the performance of this Contract from time to time; and

- (ii) any and all other reasonable requirements specified from time to time after the Service Commencement Date by the Company relating to the performance of the Contract,

shall comply with all relevant principles, guidance and regulations published from time to time by Competent Authorities which are applicable to the Services; and shall, where applicable and the Supplier is reasonably able to do so, enable and assist the Company to comply with all relevant principles and guidance published from time to time by such Competent Authorities which are applicable to the Company and which are relevant to this Contract.

- 1.3 Where the Company is subject to any legislative or regulatory duty, responsibility, liability or requirement relating to the Services which will not be satisfied, discharged or fulfilled by the Supplier performing its obligations under the Contract, the Supplier shall (i) obtain the Company's approval or consent, such approval or consent not to be unreasonably withheld or delayed, before implementing any arrangements or carrying out any works or other activities which may materially affect the Company's ability to comply with any Applicable Laws and (ii) comply with the Company's reasonable directions for ensuring compliance by the Company with Applicable Laws.

(a) The Company will notify the Supplier from time to time of:

- (i) any corporate safety objectives issued by the Company; and
- (ii) any additional requirements in relation to health and safety notified from time to time or any amendments to or reissue of QUENSH or the Rule Book.

- 1.4 The Supplier shall not act or fail to act in such a way as to cause the Company to adversely impact the Company's safety certification and safety authorisation accepted by the Office of Road and Rail under the Railways and Other Guided Transport Systems (Safety) Regulations 2006 (as amended).

2. Health & Safety Plan

- 2.1 No later than sixty (60) Working Days after the Service Commencement Date, the Supplier shall prepare and submit to the Company for approval a health and safety plan which sets out the Supplier's safety arrangements in respect of the Services and as a minimum shall meet the requirements identified in Paragraph 2.3 ("**Health and Safety Plan**").

- 2.2 The Supplier shall review and update the Health and Safety Plan at least annually and as required in response to:

- (a) changes to the safety arrangements;
- (b) emerging changes in Good Industry Practice;
- (c) any variation (where required);
- (d) any reasonable request by the Company; and
- (e) where a proposed change to the Health and Safety Plan also requires a change to any element of the Services, and

such changes shall be considered and implemented in accordance with the Contract Variation Procedure.

- 2.3 The Supplier shall submit any amendments to the Health and Safety Plan for approval by the Company. The Health and Safety Plan shall ensure that the Supplier complies with its obligations under this Schedule which shall include, as a minimum, the following:
- (a) defined roles, responsibilities and channels of communication for safety, health and the environment between the Company, the Supplier and the Sub-Contractors;
 - (b) a system to identify and document all hazards introduced by all aspects of the Supplier proposed activities and equipment and their interaction with the Company operations which may impact upon the safety of passengers or other persons on or near the Underground Network;
 - (c) arrangements to assess the criticality of the hazards in terms of risk by the use of appropriate forms of hazard analysis/risk assessment in accordance with Standard S1526 (The Assessment and Management of Health, Safety and Environmental Risk);
 - (d) production and maintenance of plans to contain and control risks to a level which is as low as reasonably practicable;
 - (e) means to monitor progress against the safety requirements of the specification as set out in Clause 27 (Safety) and the Health and Safety Plan, and to take any necessary corrective actions in the event of non-compliance;
 - (f) any standards, specifications, procedures or work instructions to be followed;
 - (g) any necessary recruitment, training, competence management and licensing systems necessary for the performance of the Contract;
 - (h) specific emergency response and contingency plans and the arrangements to rehearse the same;
 - (i) arrangements to plan and undertake audits and to produce and follow resultant corrective action reports;
 - (j) arrangements to provide the Company with safety related information as required by this Schedule 6 (*Health, Safety, Quality and Environmental Requirements*) and relevant safety performance indicators such as injuries to staff, lost time injuries, and reportable incidents (i.e. RIDDORs) in accordance with Standard S1566 (Monitoring health, safety and environmental performance);
 - (k) the requirements specified in QUENSH;
 - (l) arrangements to ensure changes are safely reviewed and controls put in place to ensure risk is maintained to levels which are as low as reasonably practicable;
 - (m) arrangements to ensure that interfaces between organisations and their activities are managed in a manner which controls safety risks to levels which are as low as is reasonably practicable; and
 - (n) arrangements to ensure that there is co-ordination between activities pursuant to the Supplier's Safety Management System and the Health and Safety Plan.

- 2.4 The Company may audit the application of the Health and Safety Plan, and any such audit and resultant corrective action shall be deemed to be safety related.
- 2.5 The Supplier shall provide the Company with copies of all certification audit reports and certificates.
- 2.6 The Supplier shall provide the Company with copies of all documents issued pursuant to the above, and where relevant shall make the Company a controlled copy holder.

PART B: QUALITY

3. Quality Management System

- 3.1 The Supplier shall have a quality management system that is bespoke to this Contract that meets the requirements of this Contract and requirements of the Company and which, as a minimum shall:
 - (a) be certified to BS EN ISO9001 standard, or equivalent standard, by a United Kingdom Accreditation Service ("**UKAS**") (or equivalent) accredited certification body or the Supplier shall have a quality management policy, and also an independently audited quality management system to the standard of BS EN ISO9001, or equivalent; and
 - (b) be consistent with and support the principles set out in Appendix 1 (TfL's Health, Safety and Environment Policy).

4. Quality Management Plan

- 4.1 The Supplier shall submit to the Company for approval a plan specifically for this Contract in accordance with QUENSH which covers all aspects of the Supplier's obligations under the Contract (the "**Quality Management Plan**").
- 4.2 The Quality Management Plan shall address the matters required to be considered by QUENSH.

Control of Communications, Information and Documents

- 4.3 As part of the Quality Management Plan, the Company and the Supplier shall agree and use a logical and structured system for correspondence reference and drawing reference. All communications which do or might materially affect this Contract between the Supplier and the Company shall be given a unique number which must be revised in accordance with a quality approved change process if it is changed in any way. The Supplier shall maintain a log of all uniquely numbered correspondence for periodic inspection by the Company Representative.
- 4.4 All communications which request acknowledgement shall be acknowledged by the recipient within 5 Working Days of receipt thereof, unless a shorter period is specified in this Contract or in the communication itself.

Updating the Quality Management Plan

- 4.5 The Supplier shall update the Quality Management Plan if necessary as a result of the Supplier's auditing regime or any corrective actions notified by the Company.
- 4.6 The Supplier shall provide the Company with copies of all documents issued pursuant to the above, and where relevant shall make the Company a controlled copy holder.

PART C: ENVIRONMENT

5. Introduction

- 5.1 The London Mayor's Transport Strategy and the Mayor's London Environment Strategy sets out a number of detailed strategic aims on air quality, water, waste, climate change adaptation, and climate change mitigation and energy:

<https://www.london.gov.uk/what-we-do/transport/our-vision-transport/mayors-transport-strategy-2018>,

and

<https://www.london.gov.uk/what-we-do/environment/london-environment-strategy>

- 5.2 The Company expects the Supplier to play a supporting role in helping the Company achieve its current and future environmental objectives and targets, to ensure the delivery of all current and future Mayoral policies and strategies relevant to the Company.

6. Environmental Management System

- 6.1 The Supplier shall have an environmental management system that is bespoke to the Contract and requirements of the Company and which, as a minimum meets the requirements below:

- (a) the environmental management system shall be certified to the BS EN ISO14001 standard, or equivalent standard, by a United Kingdom Accreditation Service ("**UKAS**") (or equivalent) accredited certification body or the Supplier shall have an environmental management policy, and also an independently audited environmental management system to the standard of BS EN ISO14001, or equivalent;
- (b) the Supplier shall carry out environmental aspect and impact assessments to identify all potential environmental aspects and impacts related to their activities, products and services they deliver and the Supplier shall provide details of any necessary environmental control measures. These are included in risk and benefit identification, control and mitigation measures outlined in designs and safe systems of work for any element of the works;
- (c) the Supplier shall review the environmental aspect and impact assessments as a minimum once a year, but must ensure they, and any associated control and mitigation measures, remain pertinent to the works; and
- (d) the environmental management system shall be consistent with and support the principles set out in Appendix 1 (*TfL's Health, Safety and Environment Policy*).

7. Environmental Management Plan(s)

- 7.1 As part of the environmental management system, the Supplier shall develop, implement and maintain a Contract specific environmental management plan ("**EMP**" or "Environmental Management Plan") for the delivery of the Services to be submitted to the Company within two (2) months of the Service Commencement Date.

- 7.2 The EMP shall be updated annually and not later than on each anniversary of the Service Commencement Date.

- 7.3 The Supplier shall make the EMP available to the Company for regular review (but not less than annually), through meetings with the Company Representative.
- 7.4 Within the EMP, the Supplier shall demonstrate its contribution towards delivering the Company's environmental objectives, including but not limited to how the Supplier shall:
- (a) ensure environmental aspects are considered and incorporated in to its activities;
 - (b) use partnership working on environmental matters (for example regulators, environmental bodies, industry groups, client and supply chains);
 - (c) identify all potential environmental aspects and impacts of the Contract, specific to its activities (from planning to delivery) demonstrating how the Supplier intends to minimise the potential risks and impacts;
 - (d) ensure its environmental key performance indicators and targets contribute to the objectives and targets where the key themes are:
 - (i) carbon, energy and climate resilience; including, demonstrating that it is actively minimising use of energy derived from fossil fuels in performing its obligations under the Contract; setting and achieving a target/reduction in carbon dioxide emissions;
 - (ii) reduction of air pollutants; including, setting and achieving targets for reduction in air pollutants (particulate matter and nitrogen oxides) from sources under control of the Supplier, not through air sampling; demonstrating how it is meeting the Company's vehicle emissions requirements;
 - (iii) reduction of noise, nuisance and vibration; including, setting and achieving a target/reduction in noise;
 - (iv) materials, resources and waste management; including, demonstrating a reduction in use of resources, such as water, minimising the generation of waste; avoiding the use and production of hazardous materials and the prevention of pollution. Achieving a percentage of waste diverted from landfill rate of ninety-nine per cent (99%) (or an equivalent reuse and recycling rate); and
 - (v) maintaining and, where possible, enhancing the quality of the built and natural environment;
 - (e) demonstrate that it is meeting the requirements of the Responsible Procurement Policy and the obligations in relation to Timber set out in Schedule 14 (Responsible Procurement); and
 - (f) include an environmental staffing plan, describing the Supplier's environmental management organisation structure, identifying roles, accountabilities and responsibilities, and points of liaison with the Company ("Environmental Staffing Plan"). The Environmental Staffing Plan must demonstrate resources are appropriate to the scale and nature of the work.

8. Report on Progress

- 8.1 The Supplier shall provide the Company's Representative] with an environmental performance report, including information on the performance of the environmental

management system referred to in Paragraph 6 (*Environmental Management System*). The report shall be submitted annually and not later than on each anniversary of the Service Commencement Date, and shall contain, but not be limited to:

- (a) any updates to previous Environmental Management Plans;
- (b) a summary of the environmental statistics for the previous year, including inter alia, environmental reviews;
- (c) a summary of findings and trends from audits, inspection and evaluation of compliance with legal and with other requirements;
- (d) a summary of any changing circumstances, including developments in legal and other requirements; and
- (e) proposed environmental improvement targets together with commentary on the previous year's improvement targets, including status of corrective and preventative actions.

9. Environmental Planned General Inspections

- 9.1 As part of the Environmental Management Plan and within three (3) months of the Service Commencement Date, the Supplier must develop an Environmental Planned General Inspection ("EPGI") template with current compliance obligations and undertake such inspections, relevant to this Contract. The Supplier shall keep the template up to date throughout the term of the Contract.
- 9.2 Frequency of EPGIs shall be Periodically or more frequently if required in order to be suitable and sufficient to ensure all risks are mitigated.

10. General requirements

- 10.1 Without prejudice to its other obligations contained in this Contract, the Supplier shall ensure that it carries out its obligations in response to any environmental incidents and their reporting in a manner agreed with the Company.

11. Air Quality and Dust

Control of Vehicle Emissions

- 11.1 The Supplier shall ensure that in the procurement or leasing of vehicles for use in the delivery of the Services:
 - (a) consideration is given to CO₂, air quality and noise impacts; and.
 - (b) a technology neutral approach is adopted .
- 11.2 All new vehicles used in the delivery of the Services shall meet or exceed the following CO₂ limits and European emission standards (Euro Standards) at the Service Commencement Date:
 - (a) cars - maximum certified CO₂ emissions of one-hundred and five (105) g/km and a minimum of Euro V emission standards;
 - (b) vans equal to or less than one-thousand two-hundred and five (1205) kg kerb weight – maximum certified CO₂ emissions of one-hundred and fifteen (115) g/km CO₂ and a minimum of Euro V emission standards;

- (c) vans between one-thousand two-hundred and five (1205) and one-thousand six-hundred and sixty (1660) kg kerb weight – maximum certified CO2 emissions of one-hundred and fifty-five (155) g/km CO2 and a minimum of Euro V Emission standards;
 - (d) vans greater than one-thousand six-hundred and sixty (1660) kg kerb weight – maximum certified CO2 emissions of two-hundred and fifteen (215) g/km CO2 and a minimum of Euro V emission standards; and
 - (e) heavy duty vehicles greater than three-thousand five-hundred (3500) kg kerb weight – Euro V emission standards.
- 11.3 If any vehicles used in the provision of the Services are due for replacement before the end of the term of the Contract, the Supplier shall ensure that the replacement vehicle/engine meets or exceeds the European emission standards and CO2 limits (if applicable) for that year in which it is introduced into the fleet. If vehicles/engines to meet the requirements are not available by the specified deadline, then the Company will consider acceptance of an alternative standard proposed by the Supplier until such time as those vehicles become available.

European Emission Standards for Road Vehicles

- 11.4 In line with Mayoral environmental strategy and the Company's commitments to reduce carbon dioxide emissions, the Supplier is encouraged to include zero or ultra low carbon vehicles such as electric or plug-in hybrid or biomethane vehicles in their fleet where possible.
- 11.5 Any necessary recharging/refuelling infrastructure required for low carbon vehicles to be supplied by the Supplier on the Company's premises will only be permitted subject to the Company's written acceptance and by separate agreement on maintenance, installation and running costs. Where the Supplier operates such vehicles, operating experience and data will be shared with the Company on request.
- 11.6 The Supplier shall select vehicles for the performance of the Services which meet the highest environmental criteria and will be eligible for a one-hundred (100) % discount from the congestion charge charged on most motorised vehicles operating within a defined charge zone in London under a scheme managed by the Company ("**Congestion Charge**"). The Supplier shall be solely responsible for payment of any Congestion Charge and the Company does not accept any claims for reimbursement of Congestion Charges.
- 11.7 The Supplier will ensure that all vehicles used in the performance of the Services are operated in such a way to ensure that environmental impacts are reduced as far as reasonably practicable. Operating data for all vehicles will be shared with the Company when requested.
- 11.8 The Supplier shall;
- ensure vehicles used in connection with the Services are regularly serviced in line with the manufacturer's recommendations
 - (a) ensure all faults or problems on such vehicles are repaired/addressed as soon as practicable; and
 - (b) monitor and record all vehicle fuel and mileage in connection with the performance of the Services.

- 11.9 The Supplier shall report the following information on an annual basis. The Company reserves the right to include additional monitoring requirements throughout the term of the Contract if reasonably required.
- 11.10 The Supplier shall ensure that all driving staff undertake a fuel efficient and safe driver training course within three months of their starting to perform the Services. The Supplier shall ensure that the training course consists of theoretical training and practical implementation skills and is a minimum duration of one hour.
- 11.11 The Supplier shall provide the driver training records to the Company as instructed by the Company Representative.

Equipment and Non-Road Mobile Machinery

- 11.12 The Supplier shall ensure that the adverse impacts of emissions from equipment used in the performance of the Services are minimised. Measures to be considered for limiting emissions and avoiding nuisance will include any one or more of the following as appropriate and as far as reasonably practicable:
- (a) ensuring that the engines of all vehicles and equipment used in connection with the Services are not left running unnecessarily;
 - (b) using low emission vehicles and equipment fitted with catalysts, diesel particulate filters or similar devices;
 - (c) using ultra low sulphur fuels in plant and vehicles;
 - (d) requiring equipment and vehicles to be well maintained, with routine servicing to be completed in accordance with the manufacturers' recommendations and records maintained for the work undertaken;
 - (e) requiring all vehicles, including off-road vehicles to hold current MOT certificates, where required by Applicable Laws, (or tested to an equivalent standard) and requiring them to comply with exhaust emission regulations for their class;
 - (f) using routes and operating equipment away from potential receptors such as houses, schools and hospitals;
 - (g) avoiding the use of diesel or petrol powered generators and instead using mains electricity or battery powered equipment;
 - (h) maximising energy efficiency (this may include using alternative modes of transport, maximising vehicle utilisation by ensuring full loading and efficient routing); and
 - (i) providing all operating data complying with the schedules, deadlines and timelines as required to Company as part of quarterly reporting.
- 11.13 All of the Suppliers non-road mobile machinery ("**NRMM**") must meet or exceed the emission standards relevant at the Service Commencement Date, as follows:
- (a) NRMM of net power between nineteen (19) and thirty-six (36) kW –Stage IIIA of EU Directive 97/68/EC (as amended) emission standards;
 - (b) NRMM of net power between thirty-seven (37) and fifty-five (55) kW –Stage IIIA of EU Directive 97/68/EC (as amended) emission standards;

- (c) NRMM of net power between fifty-six (56) and five-hundred and sixty (560) kW – Stage IIIB of EU Directive 97/68/EC (as amended) emission standards; and
- (d) from 1 September 2020: NRMM of net power between 37kW and 560kW used on any site within Greater London – Stage IIIB of EU Directive 97/68/EC (as amended) emission standards.

11.14 In addition, where the requirements of “The control of dust and emissions during construction and demolition - Supplementary Planning Guidance (SPG) Greater London Authority (2014)” are applicable, all of the Suppliers NRMM must comply with the following additional, more stringent, requirements for the NRMM Low Emission Zone detailed in the SPG:

- (a) NRMM used on any site within the Central Activity Zone or Canary Wharf will be required to meet Stage IIIB of EU Directive 97/68/EC (as amended) emission standards as a minimum; and
- (b) from 1 September 2020: NRMM used on any site within the Central Activity Zone or Canary Wharf must meet Stage IV of EU Directive 97/68/EC (as amended) emission standards as a minimum.

11.15 All NRMM must meet the applicable standards unless it can be demonstrated that the machinery is not available or that a comprehensive retrofit to meet PM10 and NOx emission standards is not feasible. In this situation, every effort must be made to use the least polluting equipment available (next best available EU stage) including retrofitting technologies to reduce particulate emissions.

11.16 The Supplier must comply with the Greater London Authority’s (GLA) NRMM Exemption policy for any NRMM, which cannot meet the emissions requirements, which can be found at nrmm.london The Supplier shall seek exemption from the Company Representative for any NRMM of net power between nineteen (19) and thirty-six (36) kW that cannot comply with the emissions standards.

11.17 The Supplier shall also:

- (a) maintain an inventory of all on-site NRMM using the Greater London Authority's nrmm london database; and
- (b) regularly service all machinery and keep records accessible for inspection.

Dust

11.18 The Supplier shall use the best practicable means to reduce dust and other emissions at all times and not to create a dust nuisance

11.19 If the Company Representative decides that the Supplier is not dealing adequately with the control of dust or other emissions, the Company Representative may instruct the Supplier to carry out such additional measures as the Company Representative considers are necessary. Such measures will not be subject to the Contract Variation Procedure.

12. Noise and Vibration

General

12.1 For activities with the potential to generate noise and/or vibration the Supplier shall:

- (a) use the best practicable means to control and limit noise and/or vibration levels so that affected properties, and other sensitive receptors, are protected from excessive or prolonged noise and vibration associated with all activities;
- (b) develop and maintain a noise and vibration management plan, as part of the Environmental Management Plan. Such plan shall set out how noise and vibration requirements shall be managed ("Noise and Vibration Management Plan") and the Supplier shall undertake the works in strict adherence to this plan;
- (c) apply the best practicable means to reduce noise and vibration at all times having regard to the provisions of the latest edition BS5228 - Code of Practice for Noise and Vibration Control or other relevant Good Industry Practice;
- (d) stipulate and ensure adherence to behavioural conditions to workers around minimising impacts to neighbours, such as conduct when arriving and leaving the Company's property during any night works; and
- (e) employ a trained and competent person to undertake noise and/or vibration monitoring if required and comply with any approved measures required including relocation or modification of equipment to reduce noise and vibration. The monitoring scope shall be agreed with in advance with the Company Representative. Monitoring results shall be provided to the Company on request.

Prior Consent

- 12.2 If activity with the potential to generate noise and vibration is proposed outside of normal working hours, and/or the noise and vibration generated is likely to cause significant disruption or harm, the Supplier shall:
- (a) liaise with the Company to determine whether a Section 61 consent (under the Control of Pollution Act, 1974), or other form of noise agreement will need to be in place prior to commencing works to demonstrate best practicable means.
 - (b) provide the Company with the following information:
 - (i) the nature of the activity being undertaken;
 - (ii) the time of day the activity will be undertaken;
 - (iii) the duration of the activity;
 - (iv) the proximity of neighbours; and
 - (v) the sensitivity of neighbours (for example residents, schools, hospitals, places of worship would likely be considered more sensitive to noise than industrial areas).
- 12.3 The Supplier shall take a proactive approach to notifying neighbours and other relevant stakeholders in advance of the commencement of any construction or maintenance works that will affect them in any way, including noise and vibration impacts, impacts from staff noise, access and welfare or staff parking and travel.
- 12.4 The Supplier shall submit draft notification letters proposed to nearby properties of construction works to the Company's community relations team

(communityrelations@tfl.gov.uk) for approval no fewer than fourteen (14) calendar days prior to the works commencing.

12.5 Notification letters shall include details of the:

- (a) location of works;
- (b) reason for the works;
- (c) information about potential impacts: noise and vibration, parking, staff access and welfare locations;
- (d) duration of the works;
- (e) working hours; and
- (f) the Company's customer services details as set out on the Company website (www.tfl.gov.uk).

12.6 Letters shall be produced on the Company's letterhead. A template will be supplied by the Company in the first instance a notification letter is required.

12.7 Once the details of the notification letters have been accepted by the Company's community relations team, they shall be distributed to all properties potentially affected by the works a minimum of ten (10) calendar days prior to works starting. In most instances, distribution will be arranged by the Company. For smaller areas of impact, the Supplier will be directed to undertake the distribution directly. In ascertaining the distribution area, the Supplier shall carefully consider potential noise and vibration, areas affected by staff parking, access or welfare requirements, delivery and loading of equipment.

12.8 A briefing note about work activities that could potentially affect the community shall be provided by the Supplier to the Company in advance of the commencement of the works. This briefing note will be used to brief the Company's customer services team and other key stakeholders to address any complaints or enquiries. The briefing note shall contain a copy of the notification letter, the recommended distribution area of the letter, a location map of the works, best practicable means used to mitigate potential adverse impacts and the name and contact details (for internal use only) of the Supplier's Representative who can provide further information if required according to the complaints handling process.

Noise Complaints Handling

12.9 The Supplier shall develop a complaints handling process agreed with the Company Representative. As a minimum, the complaints handling process shall include the following:

- (a) inclusion of the Company's customer services details on all public facing communication;
- (b) information on how complaints and enquiries will be responded to when passed on by the Company customer services;
- (c) details of the emergency response system that will be employed for dealing with emergency issues – such as suspected breaches of Section 61 consent conditions, including out of hours contacts within the specification; and

- (d) reporting all complaints/enquiries and their responses within twenty-four (24) hours of receipt to the Company using the Company's customer services and to the Company's community relations team.
- 12.10 The Company requires the Supplier to promote recycling, minimise its waste and play a supporting role in helping the Company to achieve its environmental targets. The Supplier shall develop, implement and maintain a waste management plan(s), as part of the Environmental Management Plan which shall comply with the provisions of paragraph 12.11 below, to support the Company's objective to use materials more efficiently and reduce waste to landfill and achieve the target to reuse, recover and recycle ninety-nine per cent (99%) of non-hazardous waste, with interim targets by 2031, in line with The London Plan, and thirty per cent (30%) specifically for energy from recovery. <https://www.london.gov.uk/what-we-do/planning/london-plan> ("**Waste Management Plan**").
- 12.11 The Supplier's Waste Management Plan shall document how, until the end of the term of the Contract, the Supplier will:
- (a) implement the waste hierarchy;
 - (b) comply with all Applicable Laws in relation to the storage, handling, treatment, transfer and disposal of all waste materials produced in the performance of the Services. As a carrier of waste, the Supplier shall be registered as a waste carrier with the Environment Agency and shall provide evidence of registration within the Waste Management Plan and on renewal of the registration;
 - (c) where practicable set waste reuse, recovery and recycling targets that meet or exceed the Company's targets, explaining why, in the Waste Management Plan, if this is not achievable and agreeing targets with the Company in replacement;
 - (d) ensure key staff are trained in waste minimisation and management techniques;
 - (e) increase recycled content of materials used in construction and any other materials purchased; and
 - (f) document all decisions taken during any design work to reduce waste, and ensure this information is passed to the Company.
- 12.12 The Supplier shall implement and update the Waste Management Plan, maintain records throughout the duration of this Contract and make available these records for review by the Company on request.
- 12.13 The Supplier is responsible for the management and removal of all waste arising as soon as practicably possible in accordance with Good Industry Practice.
- 12.14 The Supplier shall make available to the Company, within ten (10) Working Days of request, any waste records (such as consignment notes and transfer notes).

Recycled Content of Materials

- 12.15 For new upgrade projects and services, the Supplier shall aim to achieve a minimum of twenty percent (20%) of the total material value of products and materials selected for the works derived from reused and recycled content. The Supplier shall provide an explanation and justification to the Company Representative for any failure to achieve this target figure. The plan shall be documented in the Environmental Management

Plan, with performance reported in the annual environmental performance report referred to in Paragraph 8.1.

13. Pollution Prevention

- 13.1 The Supplier shall comply with all Applicable Laws and best practice to prevent pollution and environmental nuisance.
- 13.2 The Supplier shall ensure that the Environmental Management Plan aspect and impact assessments for specific tasks and activities adequately identify all potential pollution sources, pathways and sensitive receptors. The Supplier will ensure that the Environmental Management Plan will detail how pollution risks will be managed including specific controls to be put in place, which must be strictly complied with. The Supplier will ensure that all controls identified will be included in safe systems of work and briefed to Supplier Personnel.
- 13.3 The Supplier shall ensure that a pollution response plan, and all necessary pollution response equipment required to reduce risks as much as reasonably practicable and deliver the pollution response plan, are in place within three (3) months of the Service Commencement Date. The pollution response plan shall set out actions to be taken in the event of an environmental incident (this can be incorporated into a wider incident response plan) ("Pollution Response Plan"). The Supplier shall ensure all Supplier Personnel are familiar with the Pollution Response Plan and trained in actions to take if an incident occurs.

Deliveries and Storage

- 13.4 Where the Supplier manages bulk fluid deliveries (over 25 litre drums), then it shall ensure that a spill kit of appropriate size and content, commensurate with the risk, is located in an open access location immediately adjacent to the risk.
- 13.5 Where the Supplier manages bulk fluid deliveries, it shall seek written assurance from their Sub-Contractor that the third party delivery operatives are trained, competent and familiar with making deliveries to the location and if not, that they are accompanied by Supplier Personnel who is trained, competent and familiar until such time they become so.

Site set-up

- 13.6 The Supplier shall ensure that, where reasonably practicable and appropriate, its activity will be designed to prevent pollution arising, including but not being limited to:
- (a) Sites will be secured and will be screened, using existing features where appropriate;
 - (b) storage sites, any plant and machinery equipment and temporary staff facilities will be located to limit environmental impacts, as far as reasonably practicable, having due regard to neighbouring accommodation, as far as allowed by the constraints of each work site;
 - (c) security cameras (if required) will be sited and directed so that they do not intrude into occupied residential properties;
 - (d) site plant and facilities will be powered from mains electrical sources wherever practicable;
 - (e) the Supplier will display a contact name, telephone number and address, and the helpline number at appropriate locations on the boundaries of the sites;

- (f) the extent and height of hoarding or fencing at a particular location will be selected to maintain effective security and achieve appropriate noise attenuation and visual screening;
- (g) all vehicle access and egress points will have gates positioned such that no gate will be permitted to open out onto the highway. As far as reasonably practicable, gates will be located to allow vehicles to drive clear of any public highway. Where provided for noise control, gates will be of a similar material and construction to the boundary in which they are situated and will be closed except when being used for access; and
- (h) disturbance of environmental features such as vegetation and watercourses will be minimised.

Monitoring and Review

13.7 The Supplier shall review their safety management system at regular and planned intervals, and adjusted as necessary, to ensure that the objectives set in the Supplier's Health & Safety Policy are achieved.

- (a) The Supplier shall develop implement and maintain monitoring and measuring processes including but not limited to:
 - (i) Independent auditing
 - (ii) Workplace inspections
 - (iii) Regular meetings and communications at all levels
 - (iv) Feedback to staff regarding health and safety concerns

Contaminated land

13.8 The Supplier will comply with all Applicable Laws and Good Industry Practice in relation to contaminated land.

13.9 The Supplier shall notify the Company if any contaminated land or water has been discovered.

14. Natural environment

Biodiversity Management

14.1 The Company has a legal duty to have due regard to biodiversity, as well as duties from the Mayor of London to improve biodiversity. Therefore, when providing Services to the Company, the Supplier shall:

- (a) take into account relevant Company and London Borough biodiversity plans;
- (b) in order to ensure bio-security, guarantee the use of UK-grown trees, shrubs or other bedding plants, or -if imported – have undergone a quarantine period appropriate to the species prior to being purchased;
- (c) preference the use of plant species appropriate to the location and maintenance requirements of the site as a minimum; and
- (d) when selecting control methods ensure they prevent harmful effects, including mortality, to any other species other than those intended for treatment.

15. Reducing the environmental impact of materials

Volatile Organic Compounds (VOCs) and chemicals with adverse environmental impacts

- 15.1 The Supplier shall develop a plan within the first year of the Service Commencement Date to identify all products used in the performance of the Services and then risk assess and propose the phased replacement of high VOC products or similar including paints, aerosols, degreasers, adhesives, sealants etc. herbicides, drain cleaners pesticides, biocides and other similar products with a “lower” environmental impact. The intention of the plan is to remove over time all high impact or high risk products over the first three (3) years of the period of the Contract.
- 15.2 In accordance with the Company’s commitment to reducing its environmental impact through responsible procurement, the Supplier is required to use cleaning products and other consumables that have the least environmental impact. The products used by the Supplier comply with the European Eco-label or equivalent standard, these include, but are not limited to:
- (a) All purpose cleaners
 - (b) Sanitary cleaners
 - (c) Toilet roll and hand towels
 - (d) Soaps
 - (e) Any other relevant product related to the works

N.B. Products which meet the European Eco-label can be found at:

<http://www.eco-label.com>

PART D: QUALITY ENVIRONMENTAL SAFETY AND HEALTH (QUENSH) CONDITIONS

The Supplier shall at all times adhere to and comply with the Quality, Environmental, Safety and Health (QUENSH) Contract Conditions, Issue 18A Standard 2-05104 432 and its successors.

PART E: ELECTRONIC INCIDENT REPORT FORMS

The Supplier shall comply with London Underground's policy of incident reporting as laid out in Standard S5557 A10

APPENDIX 1 – HEALTH, SAFETY AND ENVIRONMENT POLICY

TfL Health, Safety and Environment Policy

April 2018

Our commitment

Our customers, users, employees and suppliers have an expectation that when using or delivering our services or assets they will remain harm free. Our vision is "Everyone home safe and healthy every day". We are committed to meeting our vision and these expectations.

We want to ensure that:

- every journey is a safe journey for our customers and users
- the security of our customers and employees is assured
- our employees, agency staff and contractors go home safe and healthy every day
- we maintain our assets and deliver projects safely
- we fulfil our commitments to prevent pollution and nuisance; protect biodiversity; improve air quality; and reduce waste and carbon emissions
- we are inclusive and accessible to all customers and users, including those with disabilities.

How we go about this

We have put in place health, safety and environment rules and procedures, including emergency procedures that are regularly updated. These are for you to use. If you do not know where to find them ask your line manager or your Health, Safety and Environment (HSE) manager.

We assess risks and introduce HSE measures to ensure risks remain as low as reasonably practicable. We tell you the risks and the measures we have taken to control risks. We will comply with legislation. There is regular review of safety, health and environment statistics to identify positive and adverse trends and their root causes, so necessary action can be taken. We also assure ourselves that our suppliers maintain a good health, safety and environment record.

Each year we develop detailed HSE improvement plans to enhance what we do. These plans are regularly reviewed by the Directors in your part of the business.

When working for TfL or one of its companies you will receive the necessary training and equipment to ensure that you can

undertake your job safely, ensure the safety of customers and protection of the environment.

As an employee, your physical and mental health and wellbeing is also important and we provide occupational health services to help you stay healthy and in work and provide suitable welfare facilities at your work place.

We want to maintain a fair culture and employees or their representatives are consulted on health and safety matters as they arise, in a meaningful way through scheduled health and safety meetings or more regularly where needed.

What we can all do

We all need to look out for each other and speak up if anything is unsafe or damaging to health or the environment.

We all have a duty to follow our HSE rules and procedures. Do not take shortcuts. If you think rules or procedures are unhelpful let your manager know. Where necessary rules and procedures can be changed.

We can learn from the past, so always report and investigate accidents, incidents and near misses/close calls.

Demonstrate the TfL behaviours in everything we do.

In this way we can work together so that our vision for a safe and healthy environment is achieved.

Mike Brown MVO
Commissioner

Gareth Powell
Managing Director
Surface Transport

Mark Wild
Managing Director
London Underground
and TfL Rail

Graeme Craig
Director of Commercial
Development

Stuart Harvey
Director of Major
Projects

SCHEDULE 7: DEED OF NOVATION

THIS DEED is made [●] day of [●] 20[●]

BETWEEN:

LONDON UNDERGROUND LIMITED, a company registered in England and Wales under number 01900907 and having its registered office at 5 Endeavour Square, Stratford, London E20 1JN (the "Company" which expression shall include its successors, transferees and assignees); and

[●] a company registered in [England and Wales] under number [●] and having its registered office at [●] (the "Supplier"); and

[●] a company registered in [England and Wales] under number [●] and having its registered office at [●] (the "New Company").

WHEREAS:

- (A) The Company has an agreement dated [●] and referenced [insert contract number] with the Supplier for the provision of [describe in brief the scope of work/services] (the "Contract").
- (B) The Company wishes to transfer [part of] its benefit and burden under the Contract to the New Company.
- (C) The Supplier and the New Company have agreed to such transfer upon the terms and conditions of this Deed.

IT IS AGREED AS FOLLOWS:

1. In this Deed:

"Transfer Date" means [●].

2. With effect from the Transfer Date:

- 2.1 the New Company undertakes to perform the obligations of the Company under the Contract and be bound by its terms in every way as if the New Company is and had been named at all times as a Party to the Contract in lieu of the Company;
- 2.2 the Supplier releases and discharges the Company from all demands and claims whatsoever in respect of the Contract and accepts the liability of the New Company in relation to the Contract in lieu of the liability of the Company and agrees to be bound by the terms of the Contract in every way as if the New Company were and had been a Party to the Contract at all times in lieu of the Company;
- 2.3 for the avoidance of doubt, it is hereby expressly agreed that:
 - (A) any and all rights, claims, counter-claims, demands and other remedies of the Supplier against the Company accrued under or in connection with the Contract prior to the date hereof shall be exercisable and enforceable by the Supplier against the New Company; and

(B) any and all rights, claims, counter-claims, demands and other remedies of the Company against the Supplier accrued under or in connection with the Contract prior to the date hereof shall be exercisable by the New Company against the Supplier.

2.4 the Company transfers its rights and obligations under the Contract to the New Company.

3. A person who is not a Party to this Deed may not enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

Executed as a deed by the Parties and delivered on the date of this Deed

Executed as a deed by affixing the Common Seal of)
LONDON UNDERGROUND LIMITED)

in the presence of:)

.....

[Authorised Signatory]

Executed as a Deed by [SUPPLIER])

acting by).....

) Authorised Signatory

and).....

) Authorised Signatory

Executed as a Deed by [NEW COMPANY])

acting by).....

) Authorised Signatory

and).....

) Authorised Signatory

SCHEDULE 8: FORM OF PARENT COMPANY GUARANTEE AND PERFORMANCE BOND

THIS GUARANTEE is made the _____ day of _____ 201[●]

BETWEEN:

- (1) [●] a company registered in England and Wales under number [●] and having its registered office at [●] (the "Guarantor");
- (2) [●] a company registered in England and Wales under number [●] and having its registered office at 5 Endeavour Square, Stratford, London E20 1JN (the "Company" which expression shall include its successors in title and assigns); and
- (3) [●] a company registered in England and Wales under number [●] and having its registered office at [●] (the "Supplier").

WHEREAS:

- (A) This Guarantee is supplemental to a contract (the "Contract") for the carrying out of [●] at [●] made between (1) the Company and (2) the Supplier.
- (B) The Guarantor has agreed to guarantee to the Company the due and punctual performance of the Contract by the Supplier in the manner hereinafter appearing.
- (C) The Supplier is a party to this Guarantee in order to confirm its request that the Guarantor provide this Guarantee on the terms set out herein.

NOW IT IS HEREBY AGREED as follows:

1. The Guarantor unconditionally guarantees to the Company the proper and punctual performance and observance by the Supplier of all its obligations, warranties, duties, undertakings and responsibilities under the Contract and shall forthwith make good any default thereunder on the part of the Supplier and the Guarantor shall pay or be responsible for the payment by the Supplier to the Company of all sums of money, liabilities, awards, losses, damages, costs, charges and expenses that may be or become due and payable under or arising out of the Contract in accordance with its terms or otherwise by reason or in consequence of any such default on the part of the Supplier.
2. This Guarantee shall be a continuing guarantee and indemnity and accordingly shall remain in full force and effect until all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed or observed by the Supplier under or arising out of the Contract have been duly and completely performed and observed in full.
3. The Guarantee is in addition to and not in substitution for any other security or warranty which the Company may at any time hold for the performance of any obligations, warranties, duties and undertakings under the Contract and may be enforced by the Company without first taking any proceedings or exhausting any right or remedy against the Supplier or any other person or taking any action to enforce any other security, bond or guarantee.

4. The Guarantor shall be under no greater obligation or greater liability under this Guarantee than it would have been under the Contract if it had been named as the Supplier in the Contract.
5. The obligations and liabilities hereunder shall remain in full force and effect and shall not be affected, lessened, impaired or discharged by:
 - (A) any alteration or variation to the terms of the Contract;
 - (B) any alteration in the extent or nature or sequence or method or timing or scope of the works, services or supplies to be carried out under the Contract;
 - (C) any extension of time being given to the Supplier or any other indulgence or concession to the Supplier or any forbearance, forgiveness or any other thing done, omitted or neglected to be done under the Contract;
 - (D) any other bond, security or guarantee now or hereafter held for all or any part of the obligations of the Supplier under the Contract;
 - (E) the release, modification, exchange or waiver of any such bond, security or guarantee;
 - (F) any amalgamation or reconstruction or dissolution including liquidation of the Supplier;
 - (G) the making of a winding up order, the appointment of a provisional liquidator, the passing of a resolution for winding up, liquidation, administration, receivership or insolvency of the Supplier;
 - (H) any legal limitation, disability or incapacity relating to the Supplier (whether or not known to the Guarantor);
 - (I) any invalidity in, irregularity affecting or unenforceability of the obligations of the Supplier under the Contract;
 - (J) the termination of the Contract; or
 - (K) anything the Company or the Supplier may do or omit or neglect to do including, but without limitation, the assertion of or failure or delay to assert any right or remedy of the Company or the pursuit of any right or remedy by the Company.
6. Until all amounts which may be or become payable and all liabilities, obligations, warranties, duties and undertakings in respect of the Supplier's obligations have been irrevocably paid, performed or discharged in full, the Guarantor shall not, after a claim has been made or by virtue of any payment, performance or discharge by it under this Guarantee:
 - (A) be subrogated to any rights, security or moneys held, received or receivable by the Company or be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Guarantor's liability under this Guarantee;

- (B) claim, rank, prove or vote as a creditor of the Supplier or its estate in competition with the Company unless the Company so directs; or
 - (C) receive, claim or have the benefit of any payment distribution or security from or on account of the Supplier, or exercise any right of set-off against the Supplier unless the Company so directs.
7. This Guarantee is irrevocable.
8. The benefit of this Guarantee may be assigned by the Company at any time to any assignee of the benefit of the whole of the Contract. No further or other assignments shall be permitted.
9. The Guarantor:
- (A) gives the guarantee contained in this Guarantee as principal obligor and not merely as surety;
 - (B) agrees to indemnify the Company on written demand against any loss or liability suffered by it if any provision set out in the Contract guaranteed by the Guarantor becomes unenforceable, invalid or illegal, and
 - (C) waives any right it may have of first requiring the Company to proceed against, or enforce any other rights or security or claim payment from, any person before claiming from the Guarantor under this Guarantee.
10. Until all amounts which may be or become payable in respect of the Supplier's obligations have been irrevocably paid in full by the Guarantor, the Company may:
- (A) refrain from applying or enforcing any other moneys, security or rights held or received by the Company in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same; and
 - (B) hold in a suspense account any moneys received from the Supplier on account of these Supplier's obligations or on account of the Guarantor's liability under this Guarantee.
11. The Company is entitled to make any number of demands under this Guarantee.
12. The invalidity, illegality or unenforceability in whole of or in part of any provisions of this Guarantee shall not affect the validity, legality and enforceability of the remaining part or provisions of this Guarantee.
13. This Guarantee may be executed in any number of counterparts each of which shall be an original and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
14. No person other than the Company and its subsidiaries (as defined in section 1159 of the Companies Act 2006) shall have any right to claim or remedy under or pursuant to this Guarantee and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

15. This Guarantee, executed and delivered as a deed, shall be governed by and interpreted according to the laws of England and the Courts of England shall have exclusive jurisdiction save that the Company shall have the right to bring proceedings in the courts of any other jurisdiction in which any of the Guarantor's assets may be situated.

16. [For non-UK resident Guarantors only:

For the purposes of this Guarantee the Guarantor hereby appoints [•] of [•] [to be a London address] to accept service of process on its behalf, and service on the said [•] at the said address shall be deemed to be good service on the Guarantor; and the Guarantor hereby irrevocably agrees not to revoke or terminate such appointment].]

Executed as a deed by the Parties and delivered on the date of this Guarantee

Executed as a Deed by [GUARANTOR])

acting by).....

) Authorised Signatory

and).....

) Authorised Signatory

Executed as a deed by affixing the Common Seal of)

[COMPANY])

in the presence of:-)

.....

[Authorised Signatory]

Executed as a Deed by [SUPPLIER])

acting by).....

) Authorised Signatory

and).....

) Authorised Signatory

SCHEDULE 9: FORM OF ON DEMAND PERFORMANCE BOND WITH APPENDIX 1

BOND

(Letterhead of Guarantor)

To: [Company name] (its successors in title and assigns)

Contract Bond No. [•]

1. Whereas our clients [•] (the "Supplier") have entered into a contract with you dated [•] (the "Contract") in respect of [•], we [•] (the "Guarantor", which term shall include our successors in title and assigns) hereby irrevocably undertake as a primary obligation upon first demand in writing made by you upon us from time to time or at any time to pay to you on each occasion the sum demanded by you within five (5) banking days upon service of your demand.

PROVIDED THAT:

1. This Bond shall come into force on the date hereof.
2. Any demand hereunder shall be substantially in the form of Appendix 1 (Form of Demand from the Company to the Guarantor) to this Bond, and as between you and us the facts set out in that demand shall be: (a) deemed to be true and (b) accepted by us as conclusive evidence for the purposes of this Bond that the amount claimed in the demand is due and payable to you hereunder, it being our intention that the event upon which payment must be made hereunder is the service of your demand without any rights on our part to raise any objections, irrespective of the validity or the effectiveness of the Contract and the obligations arising thereunder and irrespective of the underlying facts or their significance under the Contract.
3. All sums payable under this Bond shall be paid in pounds sterling to such bank account as may be specified in your demand in immediately available funds, free of any restriction or condition and free and clear of and without any deduction or withholding whether for or on account of tax, by way of set-off, or otherwise, except to the extent required by law.
4. For the purpose of this paragraph 4, the expression "Expiry Date" means [•]. Our liability hereunder shall be limited as follows:
 - (A) we shall have no liability in respect of any demand received after the Expiry Date; and
 - (B) in respect of a demand or demands received on or before the Expiry Date, our liability shall not exceed the aggregate sum of £[•] [**Amount of bond to be Confirmed**].
5. Our obligations hereunder shall remain in full force and effect and shall not in any way be affected, reduced or discharged by:
 - (A) any alteration to the terms of the Contract made by agreement between you and the Supplier; and/or

- (B) any defence, counterclaim, set-off or other deduction available to the Supplier under the Contract; and/or
 - (C) any alteration in the extent or nature or sequence or method or timing of the works/services to be carried out under the Contract; and/or
 - (D) any time being given to the Supplier or any other indulgence or concession to the Supplier or any forbearance, forgiveness or any other thing done, omitted or neglected to be done under the Contract; and/or
 - (E) any other bond, security or guarantee now or hereafter held by you for all or any part of the obligations of the Supplier under the Contract; and/or
 - (F) the release or waiver of any such other bond, security or guarantee; and/or
 - (G) any amalgamation or reconstruction or dissolution including liquidation or change in control or constitution of the Supplier; and/or
 - (H) the termination of the Contract; and/or
 - (I) any other event which might operate to discharge a guarantor at law or in equity.
6. Terms defined in the Contract and not otherwise defined herein shall have the same meaning in this Bond unless inconsistent with the context.
 7. This Bond shall be governed by, and interpreted according to, the laws of England and the Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Bond and any matter arising from it save that you shall have the right to bring proceedings in the Courts of any other jurisdiction in which any of our assets may be situated.
 8. This Bond may be assigned or transferred without our prior consent to any member of the TfL Group. Any other assignment or transfer of this Bond by either Party shall require the consent of the other Party, such consent not to be unreasonably withheld or delayed.
 9. This Bond may not be amended, varied or supplemented in any manner whatsoever without your prior written consent, other than in accordance with its express terms.
 10. Each of the provisions of this Bond is severable and distinct from the others, and if at any time any such provision is or becomes ineffective, inoperable, invalid or unenforceable it shall be severed and deemed to be deleted from this Bond, and in such event the remaining provisions of this Bond shall continue to have full force and effect.
 11. All bank charges and other fees payable in relation to or in connection with this Bond are for the account of the Supplier and you shall have no liability or responsibility therefor.
 12. Except to the extent it is inconsistent with the express terms of this Bond, this Bond is subject to the ICC Uniform Rules for Demand Guarantees, 2010 revision, ICC Publication No. 758.

Executed as a deed by the Parties and delivered on the date of this Bond.

Executed as a Deed by [GUARANTOR])
acting by).....
) Authorised Signatory
and).....
) Authorised Signatory

Executed as a deed by affixing the Common Seal of)
[COMPANY])
in the presence of:-)

.....
[Authorised Signatory]

APPENDIX 1: FORM OF DEMAND FROM THE COMPANY TO THE GUARANTOR

Dear Sirs

[Contract Title]

Contract No: [●] (the "Contract")

We refer to the Bond given by you to us dated [●].

An event has occurred of the type described in Clause [●] of the Contract.

We hereby demand payment from you of the sum of £[●] under the Bond. Please make payment by CHAPS made payable to [Company name / bank account details].

Yours faithfully

.....
[Company name]
5 Endeavour Square,
Stratford,
London
E20 1JN

SCHEDULE 10: FORM OF COLLATERAL WARRANTY

THIS AGREEMENT is made the _____ day of _____ 201[●]

BETWEEN: -

- (1) **LONDON UNDERGROUND LIMITED**, a company registered in England and Wales under number 01900907 and having its registered office at Windsor House, 42-50 Victoria Street, London SW1H 0TL (the "Company" which expression shall include its successors, transferees and assignees);
- (2) [●] a company registered in England and Wales under number: [●] and having its registered office at [●] (the "Sub-Contractor"); and
- (3) [●] a company registered in England and Wales under number: [●] and having its registered office at [●] (the "Supplier").

WHEREAS:-

- (A) The Company has entered into a contract with the Supplier (the "Main Contract") pursuant to which the Supplier is to undertake and complete the following services: [●] (the "Services").
- (B) The Sub-Contractor has submitted a tender to the Supplier for the carrying out and completion of certain parts (the "Sub-Contract Services") of the Services referred to above as more particularly described in the tender.

NOW IN CONSIDERATION of the payment of £1 (one pound) by the Company to the Sub-Contractor (receipt of which the Sub-Contractor hereby acknowledges) IT IS HEREBY AGREED as follows:

1. The Sub-Contractor warrants to the Company that:
 - (A) the Sub-Contract Services have been and will be carried out with the skill and care to be expected of appropriately qualified and experienced professional contractors with experience in carrying out works or services of a similar type, nature and complexity to the Sub-Contract Services;
 - (B) reasonable skill and care has been and will continue to be exercised in connection with:
 - (1) the design of any goods, works or services to the extent that the Sub-Contractor has or will be responsible for such design;
 - (2) the selection of all goods and materials comprised in the Sub-Contract Services (in so far as such goods and materials have been or will be selected by the Sub-Contractor);
 - (3) the satisfaction of any performance specification or requirement in so far as the same are included or referred to in the contract between the Supplier and the Sub-Contractor in relation to the Sub-Contract Services (the "Sub-Contract");
 - (4) the execution and completion of the Sub-Contract Services;

- (5) the Sub-Contract Services will, on completion of the Main Contract, comply with all Applicable Laws and Standards (as such capitalised terms are defined in the Main Contract);
- (C) the Sub-Contract Services will be reasonably fit for the purposes for which they are intended (awareness of which purposes the Sub-Contractor hereby acknowledges) and in particular but without limitation will be so fit for the period and with a rate of deterioration reasonably to be expected of high quality, reliable, well designed and engineered goods, materials and construction; and
- (D) it has the right to grant to the Company all licences (including without limitation all rights to sub-licence) of all intellectual property rights as contemplated in this Agreement.

For the purposes of construing the warranties in this Clause 1 references to the Sub-Contract Services shall include any part of the Sub-Contract Services. Each warranty shall be construed as a separate warranty and shall not be limited by reference to, or reference from, the terms of any other warranty or any other term of the Sub-Contract.

2. The Sub-Contractor shall, save in so far as he is delayed by any event in respect of which the Supplier is granted an extension of time under the Main Contract for completion of the Services:
 - (A) execute and complete the Sub-Contract Services in accordance with the provisions of the Sub-Contract; and
 - (B) ensure that the Supplier shall not become entitled to any extension of time for completion of the Services or to claim any additional payment under the Main Contract due to any failure or delay by the Sub-Contractor.
3. The Sub-Contractor shall from time to time supply the Company and the Supplier with such information as either may reasonably require.
4. To the extent that the intellectual property rights in any and all Documents have not already vested in the Company or the Supplier, the Sub-Contractor hereby grants to the Company an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any and all Documents and all amendments and additions to them and any works, designs or inventions of the Sub-Contractor incorporated or referred to in them for the following purposes:
 - (A) understanding the Services;
 - (B) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting, replacing, re-procuring and re-tendering the Services;
 - (C) extending, interfacing with, integrating with, connecting into and adjusting the Services;
 - (D) enabling the Company to carry out the operation, maintenance repair, renewal and enhancement of the TfL Network and/or Sites (as such capitalised terms are defined in the Main Contract);

- (E) executing and completing the Services; and
- (F) enabling the Company to perform its functions and duties as Infrastructure Manager and Operator of the TfL Network and/or Sites (as such capitalised terms are defined in the Main Contract)

provided always that the Supplier shall not be liable for the consequences of any use of the Documents as aforesaid for any other purpose. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the prior consent of the Sub-Contractor.

For the purposes of this Clause, the term "Documents" shall mean documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and any other materials provided by or on behalf of the Sub-Contractor in connection with the Sub-Contract (whether in existence or to be made).

5. The Sub-Contractor agrees:

- (A) on request at any time to give the Company or any persons authorised by the Company access to the material referred to in Clause 4 and at the Company's expense to provide copies of any such material; and
- (B) at the Sub-Contractor's expense to provide the Company with a set of all such material on completion of the Sub-Contract Services.

6. The Parties hereby agree that:

- (A) this Agreement shall be personal to the Sub-Contractor;
- (B) the Company may assign the benefit of this Agreement to any third party;
- (C) the rights and remedies contained in this Agreement are cumulative and shall not exclude any other right or remedy available to either Party in law or equity.

7. The Sub-Contractor warrants and undertakes to the Company that he has maintained and will continue to maintain all insurances required to be maintained pursuant to the terms of the Sub-Contract and that, insofar as he is responsible for the design of the Sub-Contract Services, he has professional indemnity insurance with a limit of indemnity of not less than [REDACTED] in respect of each and every claim which may be made against the Sub-Contractor in respect of the Sub-Contract Services. The Sub-Contractor shall maintain such professional indemnity insurance for a period of 12 years from completion of the Services provided such insurance remains available at commercially reasonable rates and shall notify the Company forthwith if such insurance ceases to be so available. When deciding whether such insurances are available at commercially reasonable rates, no account shall be taken of any increase in the premium or imposition of terms which arise as a result of the Sub-Contractor's insurance claims record.

8. If any dispute of any kind whatsoever arises between the Parties in connection with this Agreement or the Sub-Contract Services which raises issues which are in opinion of the Company the same as or substantially the same as issues raised in a related dispute (the "Related Dispute") between the Company and the Supplier and such Related Dispute has already been referred to a conciliator or arbitrator appointed under the provisions to that effect contained in the Main Contract, then the Sub-Contractor hereby agrees that the Company may at his discretion by giving notice in

writing to the Sub-Contractor refer the dispute arising out of this Agreement or the Sub-Contract Services to the adjudicator, conciliator, arbitrator or other Party (the "Appointed Party") appointed to determine the Related Dispute. In this event the Appointed Party shall have power to give such directions for the determination of the dispute and the Related Dispute as he may think fit and to make such awards as may be necessary in the same way as if the procedure of the High Court as to joining one or more defendants or joint co-defendants or third parties was available to the Parties and to him.

9.

- (A) Neither the Sub-Contractor nor the Supplier shall exercise or seek to exercise any right which may be or become available to it to terminate or treat as terminated the Sub-Contract or discontinue or suspend the performance of any of its duties or obligations thereunder or treat the Sub-Contract as determined without first giving to the Supplier or the Sub-Contractor (as applicable) not less than twenty five (25) Working Days prior written notice of its intention to do so, with a copy to the Company, specifying the Sub-Contractor's or Supplier's grounds for terminating or treating as terminated the Sub-Contract or discontinuing or suspending its performance thereof or treating the Sub-Contract as determined.
- (B) If the Main Contract is terminated for any reason, within twenty five (25) Working Days of such termination the Company may give written notice to the Sub-Contractor and to the Supplier (a "Step-in Notice") that the Company or its appointee shall henceforth become the Supplier under the Sub-Contract in accordance with the terms of sub-Clause (C) below.
- (C) With effect from the date of the service of any Step-in Notice:
 - (1) the Company or its appointee shall be substituted in the Sub-Contract as the Supplier thereunder in place of the Supplier and references in the Sub-Contract to the Supplier shall be construed as references to the Company or its appointee;
 - (2) the Sub-Contractor shall be bound to continue with the performance of its duties and obligations under the Sub-Contract and any exercise or purported exercise by the Sub-Contractor prior to the date of the Step-in Notice of any right to terminate or treat as terminated the Sub-Contract or to discontinue or suspend the performance of any of its duties or obligations thereunder or to treat the Sub-Contract as automatically determined shall be of no effect;
 - (3) the Company shall become bound by the terms and conditions of the Sub-Contract in respect of all obligations and duties of the Supplier thereunder which fall to be performed after the date of the Step-in Notice and shall promptly thereafter make payment of any amounts properly due to the Sub-Contractor as at the date of the Step-in Notice and still outstanding; and
 - (4) the Supplier shall be released from further performance of the duties and obligations of the Supplier under the Sub-Contract after the date of the Step-in Notice, but without prejudice to any rights and remedies of:

- (a) the Sub-Contractor against the Supplier in respect of any matter or thing done or omitted to be done by the Supplier on or before the date of the Step-in Notice; and
 - (b) the Supplier against the Sub-Contractor in respect of any matter or thing done or omitted to be done by the Sub-Contractor on or before the date of the Step-in Notice.
- (D) Notwithstanding anything contained in this Agreement and notwithstanding any payments which may be made by the Company to the Sub-Contractor, the Company shall not be under any obligation to the Sub-Contractor and the Sub-Contractor shall not be under any obligation to the Company unless the Company shall have served a Step-in Notice pursuant to Clause (B) above.
- 10. The Sub-Contractor's liabilities, duties and obligations hereunder shall be no greater and of no longer duration than the liabilities, duties and obligations which the Sub-Contractor owes to the Supplier under the Sub-Contract.
- 11. The Sub-Contractor further undertakes to indemnify the Company from and against the consequences of any breach by the Sub-Contractor of any of the warranties, covenants and undertakings contained in this Agreement.
- 12. The rights and benefits conferred upon the Company by this Agreement are in addition to any other rights and remedies that the Company may have against the Sub-Contractor including, without prejudice to the generality of the foregoing, any remedies in negligence.
- 13. Nothing contained in this Agreement shall in any way limit the obligations of the Supplier to the Company arising under the Main Contract or otherwise undertaken by the Supplier to the Company in relation to the Sub-Contract Services.
- 14. No amendment to this Agreement shall be valid unless it is in writing and signed by all Parties.
- 15. Any person who is not a Party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 16. This Agreement shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Executed as deed by the Parties and delivered on the date of this Agreement.

Executed as a deed by)
affixing the Common Seal of)
LONDON UNDERGROUND)
LIMITED in the presence of)
[●]

Authorised Signatory

Executed as a Deed by)
[SUB-CONTRACTOR] acting)
by [•]

Authorised Signatory

And)
)
)

Authorised Signatory

Executed as a Deed by)
[SUPPLIER] acting by [•]

Authorised Signatory

And)
)

Authorised Signatory

SCHEDULE 11: PERFORMANCE MEASUREMENT

1. DEFINITIONS

In this Schedule 11:

"Abatement" means a reduction from the payment due to the Supplier under this Contract, calculated in accordance with this Schedule at each payment assessment made by the Company.

"Cleaning Standard" has the meaning given in Schedule 3 (Specification).

"Contract Performance Scorecard" means the report to be produced by the Company following the end of each Period in the form set out in Appendix 3 to this Schedule 11 (Performance Measurement) pursuant to paragraph 4 of this Schedule 11 (Performance Measurement)

"Escalation Procedure" means the escalation procedure set out at paragraph 7 of this Schedule 11 (Performance Measurement).

"Graded" means marked in accordance with the relevant performance criteria set out for each KPI in Appendix 1 to this Schedule 11 (Performance Measurement) and agreed or determined pursuant to paragraph 4 of this Schedule 11 (Performance Measurement) and "Grading" shall be construed accordingly.

"Key Performance Indicator" or "KPI" means any or all, as the case may be, of the topics set out in Appendix 1 of this Schedule 11 (Performance Measurement).

"Level 1 Non-Conformance" means:

- (a) the Supplier's performance being Graded as "Amber" in respect of any KPI; or
- (b) any breach of the Supplier's obligations under the Contract.

"Level 1 Non-Conformance Report" has the meaning given to it in paragraph 7.6.1 of this Schedule 11 (Performance Measurement).

"Level 1 Rectification Period" has the meaning given to it in paragraph 7.6.1(c) of this Schedule 11 (Performance Measurement).

"Level 1 Required Action" has the meaning given to it in paragraph 7.6.1(b) of this Schedule 11 (Performance Measurement).

"Level 2 Non-Conformance" means the occurrence of any of the circumstances set out in paragraphs 7.7.1(a) to 7.7.1(i).

"Level 2 Non-Conformance Report" has the meaning given to it in paragraph 7.7.2 of this Schedule 11 (Performance Measurement).

"Level 2 Rectification Period" has the meaning given to it in paragraph 7.7.2 of this Schedule 11 (Performance Measurement).

"Level 2 Required Action" has the meaning given to it in paragraph 7.7.2 of this Schedule 11 (Performance Measurement).

"Level 3 Non-Conformance" means the occurrence of any of the circumstances set out in paragraphs 7.8.1(a) to 7.8.1(f).

"Level 3 Non-Conformance Report" has the meaning given to it in paragraph 7.8.3(a) of this Schedule 11 (Performance Measurement).

"Level 3 Rectification Period" has the meaning given to it in paragraph 7.8.3(b) of this Schedule 11 (Performance Measurement).

"Level 3 Required Action" has the meaning given to it in paragraph 7.8.3(a) of this Schedule 11 (Performance Measurement).

"Level 4 Non-Conformance" means the occurrence of any of the circumstances set out in paragraphs 7.9.1(a) to 7.9.1(e) of this Schedule 11 (Performance Measurement).

"Non-Conformances" has the meaning given to it in paragraph 7.2 (Escalation Procedure) of this Schedule 11 (Performance Measurement), which shall include "Level 1 Non-Conformances", "Level 2 Non-Conformances", "Level 3 Non-Conformances" and "Level 4 Non-Conformances", as applicable.

"Payment Abating KPI" shall mean each of KPI D1B and D2A set out in Appendix 1 to this Schedule 11 (Performance Measurement).

"Period Progress Meeting" shall mean the meeting referred to as such in Schedule 19 (Contract Management).

"Same Type" has the meaning given to it in paragraph 7.7.1(f) of this Schedule 11 (Performance Measurement).

2. OVERVIEW

2.1 This Schedule 11 sets out the performance measurement mechanism applicable to the Services. Without prejudice to the Company's other rights and remedies under or in connection with the Contract, the performance measurement mechanism incorporates:

- (a) A range of performance measures that define required performance in respect of the Services;
- (b) An assessment of performance at the end of each Period against Key Performance Indicators;
- (c) Financial adjustments in respect of failure to meet certain KPIs;
- (d) Non-financial remedies for the Company in respect of failure to meet certain KPIs; and
- (e) the Escalation Procedure.

- 2.2 Details of the KPIs, their application to the Services and their method of measurement are provided in Appendix 1 Key Performance Indicators to this Schedule 11 (Performance Measurement).

3. MEASUREMENT AND REPORTING OF KPIS

- 3.1 The Supplier will provide all reports and information in respect of its performance against the Key Performance Indicators as required pursuant to this Schedule 11 (Performance Measurement) and in accordance with Schedule 19 (Contract Management) and Schedule 3 (Specification).

4. ASSESSMENT AND GRADING OF PERFORMANCE AGAINST KPIS

- 4.1 KPI performance shall be reported on and reviewed at each Period Progress Meeting (as referred to in Schedule 19 (Contract Management)). The Company shall update the Contract Performance Scorecard following each Period Progress meeting, such scorecard to include Grading of the Supplier's performance against each of the KPIs.

5. NON-FINANCIAL REMEDIES IN RESPECT OF FAILURE TO MEET KPIS

Where a KPI is Graded "Amber" or "Red" in any Period this shall constitute a "Non-Conformance" and the Company shall invoke the Escalation Procedure.

6. ADJUSTMENTS IN RESPECT OF PERFORMANCE AGAINST KPIS

- 6.1 Where a KPI is a Payment Abating KPI, the amount due to Supplier for Services is subject to Abatement in accordance with Appendix 2 (Abatement) of this Schedule 11 (Performance Measurement).

7. ESCALATION PROCEDURE

- 7.1 The Company shall invoke the Escalation Procedure in the event of failure to meet the relevant targets set by the Key Performance Indicators, as specified in this Schedule 11 (Performance Measurement) or in the event of any other unsatisfactory performance of the Services by the Supplier.

- 7.2 The purpose of the Escalation Procedure is to provide a structured framework within which the Parties can address unsatisfactory performance standards against timescales and deliverable targets. For the purposes of this procedure notified levels of poor performance will be termed "Non-Conformances".

- 7.3 The Escalation Procedure operates with four levels, as set out in paragraphs 7.4 to 7.9, the lowest level Non-Conformance being a Level 1 Non-Conformance. Where Non-Conformances are escalated they shall receive an appropriate level of management intervention from the Company and the Supplier which shall include, if applicable, the level of management intervention specified in this Schedule 11 (Performance Measurement). In the event a Non-Conformance is escalated to become a Level 3 Non-Conformance the Parties shall have a final review and opportunity for remedial actions to resolve issues before the Non-Conformance becomes a Level 4 Non-Conformance, which will entitle a Company to suspend and/or terminate the Contract in accordance with Clause 47 (Suspension) and/or Clause 43 of the Contract (Termination on Supplier Default) (as applicable).

7.4 The following table summarises the Escalation Procedure. If and to the extent that there is a conflict between the text of this Schedule 11 (Performance Measurement) and Table 1 below, the text of this Schedule 11 (Performance Measurement) shall prevail. It is possible for a number of Non Conformances to be in process at any one time.

Table 1 – Summary of Escalation Procedure

TRIGGER	LEVEL OF NON-CONFORMANCE	ACTION
Any one or more of the KPIs being Graded as "Amber" in any Period; or any breach of the Supplier's obligations under the Contract.	LEVEL 1	Rectification plan and action with precise end date required.
Level 1 Non-Conformance recurrence, any one or more of the KPIs being Graded as "Red" in any Period or any of the other circumstances set out in paragraph 7.7.1 below.	LEVEL 2	Rectification plan and action with precise end date required.
Level 2 Non-Conformance re-occurrence or any of the other circumstances set out in paragraph 7.8.1	LEVEL 3	Final review. Final opportunity for rectification plan and action. Precise end date required.
Level 3 Non-Conformance re-occurrence or any of the other circumstances set out in paragraph 7.9.1.	LEVEL 4	Suspension or Termination of Contract at Company's discretion pursuant to Clause 47 (Suspension) and/or 43 (Termination on Supplier Default) (as applicable)

7.5 Following the escalation of a matter to a Level 1 Non-Conformance or Level 2 Non-Conformance the Supplier may be required to supply a plan of how they intend to recover the relevant failure and an analysis of the root cause failure in such format and detail as the Company may reasonably require.

7.6 Level 1 Non-Conformance

7.6.1 The Supplier shall notify the Company of the occurrence of a Level 1 Non-Conformance, as soon as reasonably practicable after becoming aware of the occurrence. Notwithstanding the Supplier's obligation to inform the Company of the Level 1 Non-Conformance, the Company shall also be entitled to notify the Supplier of a Level 1 Non-Conformance. The Level 1 Non-Conformance will be recorded by the Company on the Contract Performance Scorecard and a written notice submitted to the Supplier. The Supplier shall, within 10 calendar days of service of the notice by the Company, prepare and submit to the Company a report which shall contain:

- (a) confirmation of the date and details of the Level 1 Non-Conformance;
- (b) the suggested steps to be taken by the Supplier to ensure performance will improve to meet the requirements of the Contract and there is no repetition of such Level 1 Non-Conformance (following agreement or determination pursuant to paragraph 7.6.2 the "Level 1 Required Action"); and
- (c) the time within which the Supplier suggests that such Level 1 Required Action is to be completed (which shall be a reasonable period and no longer than 5 calendar days (or, where the Level 1 Required Action relates to Offensive Graffiti, 24 hours) unless the Company agrees otherwise in writing) (following agreement or determination pursuant to paragraph 7.6.2 the "Level 1 Rectification Period"),

(the "Level 1 Non-Conformance Report").

7.6.2 The Supplier and the Company will use all reasonable endeavours to agree:

- (a) as soon as reasonably practicable after receipt of the Level 1 Non-Conformance Report, the Level 1 Rectification Period and the Level 1 Required Action (provided that in the event that the Supplier and the Company fail to agree the Level 1 Rectification Period and the Level 1 Required Action within a reasonable time (in the Company's opinion, acting reasonably), the Company shall be entitled to set the Level 1 Rectification Period and the Level 1 Required Action); and
- (b) as soon as reasonably practicable following the end of the Level 1 Rectification Period, whether the Level 1 Required Action has been completed within the Level 1 Rectification Period. If it is agreed that the Level 1 Required Action is carried out within the agreed Level 1 Rectification Period then the Non-Conformance will be recorded as resolved.

7.5.3 All Level 1 Non-Conformances will be reviewed each Period at the Period Progress Meeting (whether resolved or not) to ensure that reoccurrence is (where possible) eliminated.

7.7 Level 2 Non-Conformances

7.7.1 Paragraph 7.7.2 shall apply where:

- (a) the Company determines, having regard to the gravity of the Non-Conformance, that a Non-Conformance should be treated as a Level 2

Non-Conformance (to be determined at the Company's absolute discretion); or

- (b) the Supplier fails to notify the Company of the occurrence of a Level 1 Non-Conformance prior to the Company notifying the same to the Supplier (provided that the Company shall be entitled, having regard to the gravity of the Non-Conformance, to treat this as a Level 3 Non-Conformance rather than a Level 2 Non-Conformance); or
- (c) the Supplier fails to make available to the Company a Level 1 Non-Conformance Report within 10 calendar days of service by the Company of the notice referred to in Paragraph 7.6.1; or
- (d) the Supplier fails to undertake the Level 1 Required Action within the Level 1 Rectification Period; or
- (e) having undertaken the Level 1 Required Action, the Supplier fails to rectify the Level 1 Non-Conformance within the Level 1 Rectification Period; or
- (f) a further Non-Conformance occurs after the Level 1 Rectification Period but within 2 months of the end of the Level 1 Rectification Period and that is a Non-Conformance in relation to the same KPI ("Same Type") as the Level 1 Non-Conformance; or
- (g) a further Non-Conformance occurs during the Level 1 Rectification Period that is of the Same Type as the Level 1 Non-Conformance; or
- (h) failure to meet the requirements of Schedule 6 (Contract Quality Environmental Safety and Health (QUENSH) Conditions); or
- (i) any one or more of the KPIs is Graded as "Red" in the relevant Period.

7.7.2 Where one or more of the circumstances described in Paragraph 7.7.1 applies, then this shall be a "Level 2 Non-Conformance" and the Company may submit a notice to the Supplier giving details of the Non-Conformance. The Supplier shall determine (acting reasonably) the suggested steps to be taken by the Supplier to ensure performance will improve to meet the requirements of the Contract and that there is no repetition of such Level 2 Non-Conformance (following agreement or determination pursuant to paragraph 7.7.3 below, the "Level 2 Required Action") and the suggested time within which such Level 2 Required Action is to be completed (which shall be a reasonable period and no longer than 5 calendar days (or, where the Level 2 Required Action relates to Offensive Graffiti, 24 hours) (following agreement or determination pursuant to paragraph 7.7.3 below, the "Level 2 Rectification Period"), and prepare and make available to the Company a report, which shall set out the following information:

- (a) the date and details of the Level 2 Non-Conformance;
- (b) the Level 2 Required Action; and
- (c) the Level 2 Rectification Period,

(the "Level 2 Non-Conformance Report").

7.7.3 The Supplier and the Company will use all reasonable endeavours to agree:

- (a) as soon as reasonably practicable after receipt of the Level 2 Non-Conformance Report, the Level 2 Rectification Period and the Level 2 Required Action (provided that in the event that the Supplier and the Company fail to agree the Level 2 Rectification Period and the Level 2 Required Action within a reasonable time (in the Company's opinion, acting reasonably), the Company shall be entitled to set the Level 2 Rectification Period and the Level 2 Required Action); and
- (b) as soon as reasonably practicable following the end of the Level 2 Rectification Period, whether the Level 2 Required Action has been completed within the Level 2 Rectification Period.

7.7.4 If it is agreed that the Level 2 Required Action is completed within the agreed Level 2 Rectification Period then the Non-Conformance will be considered resolved. However, a record of the Non-Conformance will be made and Level 2 trends monitored.

7.7.5 All Level 2 Non-Conformances will be reviewed every Period at the Period Progress Meetings (whether resolved or not) to ensure reoccurrence is (where possible) eliminated.

7.8 Level 3 Non-Conformance

7.8.1 Paragraph 7.8.2 shall apply where:

- (a) the Company determines, having regard to the gravity of the Non-Conformance, that a Non-Conformance should be treated as a Level 3 Non-Conformance; or
- (b) the Supplier fails to make available to the Company a Level 2 Non-Conformance Report within 10 calendar days of service by the Company of the notice referred to in Paragraph 7.7.2; or
- (c) the Supplier fails to undertake the Level 2 Required Action within the Level 2 Rectification Period; or
- (d) having undertaken the Level 2 Required Action, the Supplier fails to rectify the Level 2 Non-Conformance within the Level 2 Rectification Period; or
- (e) a further Non-Conformance occurs after the Level 2 Rectification Period but within 2 months of the end of the Level 2 Rectification Period and which is of the Same Type as the Level 2 Non-Conformance; or
- (f) a further Non-Conformance occurs during the Level 2 Rectification Period that is of the Same Type as the Level 2 Non-Conformance.

7.8.2 Where one or more of the circumstances described in Paragraph 7.8.1 applies, then this shall be a “Level 3 Non-Conformance” and the Company shall inform the Supplier of the same by written notice.

7.8.3 The notice referred to in Paragraph 7.8.2 shall set out:

- (a) the deadline by which it requires the Supplier to serve on the Company a report setting out the steps which the Supplier has taken, or will take, to ensure that performance will improve to meet the requirements of the Contract and no further Non-Conformances of this type shall arise (following agreement or determination pursuant to paragraph 7.8.4 below, the “Level 3 Required Action”); and
- (b) the period (being no greater than 10 calendar days from the time of occurrence of the Level 3 Non-Conformance for the Supplier to put in place steps to ensure that no further Non-Conformances of the Same Type occur (following agreement or determination pursuant to paragraph 7.8.4 below, the “Level 3 Rectification Period”),

(a “Level 3 Non-Conformance Report”)

7.8.4 The Supplier and the Company will use all reasonable endeavours to agree:

- (a) as soon as reasonably practicable after receipt of the Level 3 Non-Conformance Report, the Level 3 Rectification Period and the Level 3 Required Action (provided that in the event that the Supplier and the Company fail to agree the Level 3 Rectification Period and the Level 3 Required Action within a reasonable time (in the Company's opinion, acting reasonably), the Company shall be entitled to set the Level 3 Rectification Period and the Level 3 Required Action); and
- (b) as soon as reasonably practicable following the end of the Level 3 Rectification Period, whether the Level 3 Required Action has been completed within the Level 3 Rectification Period

7.8.5 All Level 3 Non-Conformances will be reviewed every Period at the Period Progress Meeting.

7.9 Level 4 Non-Conformance

7.9.1 Paragraph 7.9.2 shall apply where:

- (a) the Supplier fails to make available to the Company by the deadline notified under Paragraph 7.8.3 a Level 3 Non-Conformance Report; or
- (b) the Supplier fails to undertake the Level 3 Required Action within the Level 3 Rectification Period; or
- (c) having undertaken the Level 3 Required Action, the Supplier fails to rectify the Level 3 Non-Conformance within the Level 3 Rectification Period; or
- (d) a further Non-Conformance occurs after the Level 3 Rectification Period but within 2 months of the end of the Level 3 Rectification

Period and which is of the Same Type as the Level 3 Non-Conformance; or

- (e) a further Non-Conformance occurs during the Level 3 Rectification Period that is of the Same Type as the Level 3 Non-Conformance.

7.9.2 Where one or more of the circumstances described in Paragraph 7.9.1 applies, then this shall be a “Level 4 Non-Conformance” and the Company will be entitled to:

- (a) suspend performance of the Contract pursuant to Clause 47 and the Supplier shall be liable for and shall indemnify the Company including any of its employees, servants, agents, sub-contractors, directors and officers and members of the TfL Group, and shall keep them indemnified on an after tax basis against all Losses suffered or incurred by the Company, any of its employees, servants, agents, sub-contractors, directors and officers or any relevant member of the TfL Group as a result of or in connection with such suspension (including the costs of using an alternative supplier); or
- (b) terminate the Contract in whole or in part in accordance with Clause 43 of the Contract (Termination on Supplier Default).

APPENDIX 1

Key Performance Indicators

Table 1 - Delivery	
Key Performance Indicator	D1 Cleaning Services
Performance Indicator	D1B – The Cleaning Services audited by the Company in the MXES Inspection Report are consistently delivered by the Supplier in accordance with the Specification and the Contract.
PI Measure	MXES Inspection Reports generated by the Company in respect of the Period in accordance with paragraph 2.5 of Schedule 3 (Specification)
PI Monitoring Methods	A Period average score will be calculated from the scoring of each of the MXES Inspection Report completed by the Company in accordance with Schedule 3 (Specification).
Green- Satisfactory	The average score achieved in the Period equates to 75% or above.
Amber – Cause for Concern	The average score achieved in the Period equates to between 60% and 75%.
Red - Unsatisfactory	The average score achieved in the Period equates to below 60%.
Abatement	Where the Supplier is Graded “Red” in a Period then 3% of the Contract Price will be subject to Abatement.

Table 2 - Delivery	
Key Performance Indicator	D1 Cleaning Services.
Performance Indicator	D1C - Availability of Shift Diaries ahead of the commencement of Traffic Hours in accordance with paragraph 2.4 of the Specification.
PI Measure	The number of times that the Supplier has provided Shift Diaries following each shift within the 2 hours prior to the commencement of Traffic Hours in accordance with paragraph 2.4 of the Specification.
PI Monitoring Methods	The Company shall measure the timely submission of Shift Diaries in accordance with paragraph 2.4 of the Specification in each Period.
Level 1- Satisfactory	100% of all Shift Diaries required in the relevant Period submitted following each shift within the 2 hours prior to the commencement of Traffic Hours.
Level 2 – Cause for Concern	Between 95% and 99.9% of all Shift Diaries submitted following each shift within the 2 hours prior to the commencement of Traffic Hours.
Level 3 - Unsatisfactory	Below 95% of all Shift Diaries submitted following each shift within the 2 hours prior to the commencement of Traffic Hours.

Table 3 - Delivery	
Key Performance Indicator	D2 Non-performance Rectification Management.
Performance Indicator	D2A - Instances of non-performance rectified within the timescales specified in the Contract.
PI Measure	The number of all instances of non-performance reported by the Company to the Supplier for rectification in a Period which are not rectified in accordance with paragraph 3.6 of the Specification
PI Monitoring Methods	The Company shall record the number of instances of non-performance of the Services in each Period which have been rectified and/or not rectified within the times set out in paragraph 3.6 of the Specification.
Green- Satisfactory	All instances of non-performance rectified within time(s) specified in paragraph 3.6 of the Specification.
Amber – Cause for Concern	One instance of non-performance not rectified within the times specified in paragraph 3.6 of the Specification.
Red - Unsatisfactory	More than one instance of non-performance not rectified within the time(s) specified in paragraph 3.6 of the Specification.
Abatement	Where the Supplier is Graded "Red" in any Period then 2% of the Contract Price for that Period will be subject to Abatement.

Table 4 - Customers

Key Performance Indicator	Internal Company Complaints
Performance Indicator	CIA - Internal Company Complaints
PI Measure	The number of internal Company complaints received by the Company as referred to in paragraph 2.6 of the Specification in relation to the Services provided by the Supplier in the Period.
PI Monitoring Methods	On a Periodical basis the Company's Representative will score the Supplier on the basis of the number of internal Company complaints received by Company as referred to in paragraph 2.6 of the Specification.
Green- Satisfactory	The Supplier is not subject to any internal Company complaints during the Period.
Amber – Cause for Concern	The Supplier is subject to between 1 and 4 internal Company complaints during the Period.
Red - Unsatisfactory	The Supplier is subject to 5 or more internal Company complaints during the Period.

Table 5 - People

Key Performance Indicator	P1 Training and Personnel
Performance Indicator	P1A – Achievement of Agreed Strategic Labour Needs Training (SNLT) plan in accordance with Schedule 15 (Strategic Labour Needs and Training).
PI Measure	The amount of SLNT outputs specified in Schedule 15 (Strategic Labour Needs and Training) which are achieved by the Supplier in accordance with the SLNT Plan as described in Schedule 15 (Strategic Labour Needs and Training).
PI Monitoring Methods	On a Periodic basis the Company shall assess the number of SLNT outputs specified in Schedule 15 (Strategic Labour Needs and Training) achieved by the Supplier against the number of required SLNT outputs specified in the SLNT Plan for that Period set out in Schedule 15 (Strategic Labour Needs and Training).
Green- Satisfactory	The actual SLNT outputs achieved by the Supplier in the Period equal or exceeds the number of SLNT outputs required for that Period by Schedule 15 (Strategic Labour Needs and Training).
Amber – Cause for Concern	The actual SLNT outputs achieved by the Supplier in the Period is less than the number of SLNT outputs required by Schedule 15 (Strategic Labour Needs and Training) for that Period but the Supplier has achieved at least one SLNT output in that Period as required by Schedule 15 (Strategic Labour Needs and Training).
Red - Unsatisfactory	No SLNT outputs are achieved as required by Schedule 15 (Strategic Labour Needs and Training) in the relevant Period.

Table 6 - People	
Key Performance Indicator	PI -Training and Personnel.
Performance Indicator	PI C – The Supplier ensures the minimum percentage of directly employed Supplier Personnel complies with the requirements of paragraph 6 of Schedule 3 (Specification)
PI Measure	Percentage of Supplier Personnel (which for the purposes of this KPI does not include agency staff, consultants, temporary workers or other non-permanent Supplier Personnel) directly employed by the Supplier or its Sub-Contractors.
PI Monitoring Method	The number of shifts worked by Supplier Personnel who are directly employed by the Supplier or its Sub-Contractors expressed as a percentage of the total number of shifts worked by all Supplier Personnel engaged by the Supplier or its Sub-Contractors, as recorded each Period by the Supplier in the Shift Diary Reconciliation Report.
Green- Meets Requirements	<p>Percentage of directly employed Supplier Personnel in the first Contract Year is greater than or equal to 80%.</p> <p>Percentage of directly employed Supplier Personnel in Quarter 1 and Quarter 2 of the second Contract Year is greater than or equal to 85%.</p> <p>Percentage of directly employed Supplier Personnel in Quarter 3 and Quarter 4 of the second Contract Year is greater than or equal to 90%.</p> <p>Percentage of directly employed Supplier Personnel in the remainder of the Contract term is greater than or equal to 95%.</p>
Amber – Below Requirements	<p>Percentage of directly employed Supplier Personnel in the first Contract Year is greater than 60% but less than 80%.</p> <p>Percentage of directly employed Supplier Personnel in Quarter 1 and Quarter 2 of the second Contract Year is greater than 75% but less than 85%.</p> <p>Percentage of directly employed Supplier Personnel in Quarter 3 and Quarter 4 of the second Contract Year is greater than 80% but less than 90%.</p> <p>Percentage of directly employed Supplier Personnel in the remainder of the Contract term is greater than 85% but less than 95%.</p>
Red - Unsatisfactory	<p>Percentage of directly employed Supplier Personnel in the first Contract Year is less than 60%.</p> <p>Percentage of directly employed Supplier Personnel in Quarter 1 and Quarter 2 of the second Contract Year is less than 75%.</p> <p>Percentage of directly employed Supplier Personnel in Quarter 3 and Quarter 4 of the second Contract Year is less than 80%.</p> <p>Percentage of directly employed Supplier Personnel in the remainder of the Contract term is less than 85%.</p>

Table 7- People

Key Performance Indicator	PI -Training and Personnel.
Performance Indicator	PIC – Training and competence of Supplier Personnel
PI Measure	The percentage of Supplier Personnel provided who have been trained and are competent in accordance with the Contract, including Schedule 20 (Training).
PI Monitoring Methods	<p>The Company will, for each Period, carry out audits of the training completed by Supplier Personnel in accordance with Schedule 20 (Training) and the competence of Supplier Personnel provided in accordance with the Contract. The Company will collate the results from the audit undertaken during the Period and will determine the number of Supplier Personnel which are up to date in terms of Training and competent in accordance with the Contract, including Schedule 20 (Training).</p> <p>Percentage success rate = Total Number of Supplier Personnel/ Unsatisfactory Training and/or competence x 100.</p>
Green- Satisfactory	Percentage of satisfactory Training and/or competence is equal to 100%
Amber – Cause for Concern	Percentage of satisfactory Training and/or competence is between 98% to 99%
Red - Unsatisfactory	Percentage of satisfactory Training and/or competence is less than 98%

Table 8 - Delivery	
Key Performance Indicator	D4 Graffiti Database
Performance Indicator	D4A – Provision of all recording and reporting details for Graffiti Services undertaken on a database accessible to the Company.
PI Measure	The percentage of complete and accurate recording and reporting of incidents of Graffiti both before and after removal in accordance with paragraph 8.6 of the Specification.
PI Monitoring Methods	On a Periodic basis the Company shall review the incidents recorded on the database for completeness and accuracy of all data uploaded by the Supplier.
Green- Satisfactory	100% of all incidents of graffiti removal and the required data is recorded on the database in accordance with paragraph 8.6 of the Specification.
Amber – Cause for Concern	98% or more (but less than 100%) of all incidents of Graffiti removal and the required data is recorded on the database in accordance with paragraph 8.6 of the Specification.
Red - Unsatisfactory	Less than 98% of all incidents of Graffiti removal and the required data is recorded on the database in accordance with paragraph 8.6 of the Specification.

Table 9– Health, Safety and Environmental

Key Performance Indicator	D5 Health, Safety Environmental.
Performance Indicator	D5B Number of Lost Time Injuries (LTIs) "Lost Time Injuries" or "LTIs" means any accident or incident arising from a Services related activity which causes an injury or illness to any Supplier Personnel resulting in any loss of productivity in respect of the Services and which is required to be reported pursuant to Applicable Laws, Standards and Schedule 6 (HSE).
PI Measure	The number of LTI's in a Period which have been reported to the Company in accordance with Applicable Laws, Standards and Schedule 6 (HSE).
PI Monitoring Methods	The Supplier shall document all LTI's and report to Company on a Periodic basis all findings and remedial actions in accordance with Applicable Laws, Standards and Schedule 6 (HSE).
Green- Satisfactory	No Lost Time Injuries in the Period
Amber – Cause for Concern	One Lost Time Injury in the Period
Red - Unsatisfactory	Two or more Lost Time Injuries in the Period

APPENDIX 2

ABATEMENT

1. General

- 1.1. Payments due to the Supplier from the Company in respect of Payment Abating KPI Graded as 'Red' are subject to the Company's right to levy Abatements in accordance with paragraph 2 of this Appendix 2.
- 1.2. An example Abatement calculation is provided (for illustrative purposes only) in paragraph 3 of this Appendix 2.

2. Method of calculation

- 2.1. The KPIs are assessed in accordance with Schedule 11 (Performance Measurement) Appendix 1.
- 2.2. The payment due to the Supplier for each Period shall be subject to the Abatement for each of the Payment Abating KPIs calculated pursuant to formula set out in respect of each Payment Abating KPI in Appendix 1 (Key Performance Indicators).

3. Payment

- 3.1. At the end of each Period, the sum of all Abatements due under Contract in the Period calculated pursuant to this Schedule 11 (Performance Measurement) shall at the Company's option either:
 - 3.1.1. be deducted from any payment due to the Supplier; or
 - 3.1.2. be the subject of a demand for payment from the Company, which shall be payable by the Supplier as a debt due within 14 days

APPENDIX 3

CONTRACT PERFORMANCE SCORECARD

PERFORMANCE MEASUREMENT - PERIODIC SCORE CARD

Critical Success Factor (CSF)			Key Performance Indicator (KPI)			Performance Indicator (PI)		Collated Score											
Name	Description	Weighting	Ref	Name	Weighting	Ref	Name	Periodic PI	Periodic KPI Pre weighting	Periodic KPI after weighting	Periodic CSF	Periodic Contract Score							
Customers	Putting customers and users at the centre of everything we do.	10%	C1	Customer Satisfaction	10%	C1A	Internal Customer Complaints	100%	100%	10%	10%	100.00%							
								People	Valuing Our People	15%	P1		Training and Personnel	15%	P1A	Achievement of Agreed SLNT Plan	5%	100%	15%
															P1B	Percentage of staff directly employed	25%		
P1C	Training and competence of Supplier Personnel	60%																	
Delivery	Delivering safe, reliable, clean, sustainable and accessible transport.	75%	D1	Planned Maintenance (PM)	40%	D1B	MXES Inspection Reports generated by the Company	50%	100%	50%	75%								
								D1C					Availability of Shift Diaries available and submitted at the end of shift	30%					
								D2A					Standard remedy events rectified on time	20%					
			D4	Management Information	10%	D4A	Provision of all Graffiti Reports in accordance	100%	100%	10%									

						e with the Scope					
			D6	Health, Safety, Environmental	10%	D5A	the percentage of inspections carried out and reported in the Track Cleaning Quality Inspection Report in accordance with the Specification	80%	100%	15%	
						D5B	Number of lost time injuries	20%			

KEY :	Meets requirements	100%	Greater or equal to 80%
	Below requirements	50%	Between 60 and 79.99%
	Unsatisfactory	0%	Below 60%

RAG status is calculated against total achievable percentage

SCHEDULE 12: DISPUTE RESOLUTION PROCEDURE

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

"Adjudicator" means an independent person appointed to act as an adjudicator in accordance with paragraph 9 of this Schedule 12 (Dispute Resolution Procedure).

"Dispute" has the meaning given to it in Clause 64.

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

"Notice of Adjudication" means any notice given by a Party to the other party or parties to the Dispute requiring reference of a Dispute to the Adjudicator in accordance with paragraph 8. The Notice of Adjudication shall include:

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

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

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

2. The Company and the Supplier shall follow the procedure set out in this Schedule 12 (Dispute Resolution Procedure) for the management and resolution of Disputes.
3. Subject to paragraph 8, any Dispute may in the first instance be referred in writing from the referring Party to the Senior Representatives by notice in writing to the other Party. The written notice from the referring Party shall give brief written particulars of the Dispute, the relief sought and the basis for claiming the relief sought (including the provisions of this Contract that are relevant to the Dispute). The written notice shall also identify the referring Party's Senior Representative.
4. Within fourteen (14) days of receipt of the notice pursuant to paragraph 3, the responding Party shall provide the referring Party with a brief written response. The response shall include identification of the responding Party's Senior Representative.
5. The Senior Representatives shall meet and try to reach agreement to resolve the Dispute referred to them pursuant to paragraph 3.
6. If the Senior Representatives are unable to, or fail to, reach agreement to resolve the Dispute within fourteen (14) days after the date of the response under paragraph 4, court proceedings shall not be commenced unless and until the Dispute has first been referred to adjudication (and an Adjudicator's decision has been obtained) in accordance with the procedure in paragraphs 8–29 and notice has been given in accordance with paragraph 28.
7. Each Party bears its own costs and expenses in relation to any reference of a Dispute to the Senior Representatives. Discussions amongst the Senior Representatives and

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

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

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

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

10. Any person requested or selected to act as the Adjudicator in accordance with paragraph 9:
 - (A) shall be a natural person acting in his personal capacity; and
 - (B) shall not be an employee of any of the parties to the Dispute, and shall declare any interest, financial or otherwise, in any matter relating to the Dispute
11. The terms of remuneration of the Adjudicator shall be agreed by the parties to the Dispute and the Adjudicator with the object of securing the appointment of the Adjudicator within seven (7) days of the Notice of Adjudication. If any party to the Dispute (but not all parties to the Dispute) rejects the terms of the remuneration of the Adjudicator the same shall be settled (and binding upon the parties to the Dispute) by agreement between the Nominating Authority and the Adjudicator (provided that the level of the Adjudicator's remuneration does not exceed the level originally proposed to the parties to the Dispute by the Adjudicator). If all the parties to the Dispute reject the terms of remuneration proposed by an Adjudicator another person shall be selected as an Adjudicator in accordance with paragraph 9.
12. Where the Adjudicator has been selected in accordance with paragraph 8 the referring Party shall refer the Dispute in writing to the Adjudicator by the Referral Notice in accordance with paragraph 13 within seven (7) days of the date of the Notice of Adjudication or within two (2) days of the date of appointment of the Adjudicator, whichever is later. Upon receipt of the Referral Notice, the Adjudicator must inform every Party to the Dispute of the date that it was received.
13. The Referral Notice shall:
 - (A) include the facts relied upon by the referring Party in support of its claim(s);
 - (B) include a statement of the contractual and/or other basis relied upon by the referring Party in support of its claim(s);

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

The referring Party shall send copies of the Referral Notice and the documents referred to in this paragraph 13 to the other Party at the same time as he sends them to the Adjudicator.

14. If a matter disputed by the Supplier under or in connection with a Sub-Contract is also a matter disputed under or in connection with this Contract, the Supplier may, with the consent of the Company, refer the Sub-Contract dispute to the Adjudicator at the same time as the main Contract referral. The Adjudicator shall then decide the disputes together and references to the parties for the purposes of the Dispute are interpreted as including the Sub-Contractor. The parties to the Dispute agree to consider and endeavour to agree in good faith any reasonable request by the Adjudicator for additional time to decide the main Contract and Sub-Contract disputes.
15. The parties to the Dispute may jointly terminate the Adjudicator's appointment at any time. In such a case, or:
 - (A) if the Adjudicator fails to give notice of his decision within the period referred to in paragraph 18 and the parties to the Dispute do not jointly extend time for his decision to be made in accordance with paragraph 18, or
 - (B) if the period referred to in paragraph 18 is extended in accordance with paragraph 19 or by agreement by the parties to the Dispute and the Adjudicator fails to give notice of his decision within such extended period, and the parties to the Dispute do not jointly extend time for his decision to be made in accordance with paragraph 18, or
 - (C) if at any time the Adjudicator declines to act or is unable to act as a result of his death, disability, resignation or otherwise,

a person shall be appointed to replace the Adjudicator in accordance with the provisions of paragraph 9. In the event of the parties to the Dispute failing to jointly appoint a person willing and suitable to act as replacement Adjudicator within three (3) days, any party to the Dispute may apply to the Nominating Authority to appoint a replacement Adjudicator. In any case where the Adjudicator is appointed as a replacement pursuant to this paragraph 15, the parties to the Dispute shall each send to the Adjudicator, as soon as reasonably practicable, copies of all documents supplied by them to the Adjudicator he replaces.

16. The Nominating Authority and its employees and agents shall not be liable to any Party for any act or omission unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Nominating Authority shall be similarly protected from liability.
17. The Party not making the referral may send to the Adjudicator within fourteen (14) days of the date of the referral, with a copy to the other Party, a written statement of

the contentions on which it relies and any materials it wishes the Adjudicator to consider.

18. The Adjudicator shall reach his decision and give notice of the decision to the parties to the Dispute within twenty eight (28) days of the date of receipt of the Referral Notice mentioned in paragraph 12, or such longer period as is agreed by the parties to the Dispute after the Dispute has been referred to him. Notice of the Adjudicator's decision (stating that it is given under this Schedule 12 (Dispute Resolution Procedure)) shall be in writing and shall include a summary of the Adjudicator's findings and a statement of the reasons for his decision.
19. The Adjudicator may extend the period of twenty eight (28) days referred to in paragraph 18 by up to fourteen (14) days, with the consent of the Party by whom the Dispute was referred.
20. The Adjudicator's decision shall be binding upon the parties to the Dispute and the Adjudicator unless and until the Dispute is finally determined by legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. The Adjudicator may on his own initiative or on the application of a Party correct his decision so as to remove a clerical or typographical error arising by accident or omission. Any correction of a decision must be made within five days of the delivery of the decision to the parties to the Dispute. As soon as possible after correcting a decision in accordance with this paragraph, the Adjudicator must deliver a copy of the corrected decision to each of the Parties to this Contract. Any correction of a decision shall form part of the decision. The Adjudicator may in his decision allocate his remuneration and expenses between the Parties in accordance with paragraph 27. If the Adjudicator's decision changes any payment which is due under this Contract, payment of the sum decided by the Adjudicator shall be due not later than seven days from the date of the decision or the date on which such payment is due in accordance with the provisions of this Contract, whichever is the later.
21. The Adjudicator:
 - (A) shall act impartially and as an expert (not as an arbitrator) in the conduct of the reference and in reaching his decision;
 - (B) shall consider any relevant information submitted to him by any of the parties to the Dispute and make available to them any information to be taken into account in reaching his decision provided in accordance with the procedure (if any) which the Adjudicator may decide;
 - (C) shall reach his decision in accordance with the law applicable to this Contract;
 - (D) may take the initiative in ascertaining the facts and the law in relation to the Dispute;
 - (E) may with the consent of the parties to the Dispute seek legal or technical advice from consultants whose appointment by the Adjudicator (including terms of remuneration) is subject to the approval of the parties to the Dispute;
 - (F) shall, where a translation of any document is required, decide by whom it should be provided in the event that the parties to the Dispute do not agree.
22. The Adjudicator shall decide in his discretion on the procedure to be followed in the adjudication. In particular he may, but is not obliged to:

- (A) convene meetings upon reasonable notice to the parties to the Dispute at which such parties and their representatives are entitled to be present;
 - (B) submit lists of questions to the parties to the Dispute to be answered in such meetings or in writing within such reasonable time as he requires;
 - (C) require the parties to the Dispute to provide him with such information and other facilities as he reasonably requires for the determination of the Dispute;
 - (D) otherwise take such action and adopt such procedures as do not conflict with any of the provisions of this Contract and are reasonable and proper for the just, expeditious and economical determination of the Dispute; and
 - (E) inspect any part of the Sites, the Services or the facilities of any relevant Sub-Contractor.
23. The Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as an adjudicator unless the act or omission is in bad faith. The Parties also agree that any employee or agent of the Adjudicator shall be similarly protected from liability.
24. All meetings are private and save as required by law the Adjudicator and the Parties shall keep confidential the Dispute, all information of whatever nature provided to him by or on behalf of any Party and his decision.
25. The Parties to a contract to which the Dispute relates shall continue to observe and perform all the obligations contained in such contract, notwithstanding any reference to the Adjudicator, and insofar as the same is consistent with any safety review procedures to which the parties to the Dispute are bound, give effect forthwith to the Adjudicator's decision in every respect unless and until as hereinafter provided the Dispute is finally determined by a court in any legal proceedings, by arbitration (if the parties otherwise agree to arbitration) or by agreement. Any party to the Dispute may apply to any appropriate court for enforcement of the Adjudicator's decision. Neither any form of enforcement of the Adjudicator's decision nor any form of challenge to the enforcement of the Adjudicator's decision nor any dispute arising out of or in connection with such enforcement or challenge are regarded and treated as a Dispute for the purposes of this Schedule 12 (Dispute Resolution Procedure).
26. After the giving of a Notice of Adjudication, the Parties may seek to agree how the Adjudicator allocates the costs and fees excluding his remuneration and expenses which are dealt with in paragraph 27 below of the adjudication as between the Parties. If such an agreement is reached between the Parties, they shall notify the Adjudicator, who shall allocate costs and fees in accordance with such agreement. The Parties agree to be bound by the Adjudicator's allocation of costs and fees and to pay such costs and fees in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.
27. Subject to any agreement of the Parties, the Adjudicator shall allocate payment of his remuneration and expenses as between the Parties. Unless the Parties otherwise agree, the Adjudicator awards the payment of his remuneration and expenses on the general principle that costs should follow the event, except where it appears to the Adjudicator that in the circumstances this is not appropriate in relation to the whole or part of his remuneration or expenses. The Parties agree to be bound by the Adjudicator's allocation of payment of his remuneration and expenses and pay such

remuneration and expenses in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by a court pursuant to any legal proceedings.

28. All notices, written submissions and any other written communications between the parties to the Dispute and the Adjudicator shall either be delivered by hand, sent by facsimile or sent by first class pre-paid post or recorded delivery (airmail if posted to or from a place outside the United Kingdom) and, in each case, copied simultaneously (delivered or sent as aforesaid) to the other Parties. Copies by way of confirmation of all communications by facsimile between the parties to the Dispute and the Adjudicator shall also be sent by first class post (airmail if posted to or from a place outside the United Kingdom) not later than the next following Working Day the date of the original facsimile transmission.
29. All information of whatever nature provided to the Adjudicator by any party to the Dispute shall be copied to the other parties simultaneously.
30. If any party to a Dispute is dissatisfied with the Adjudicator's decision on that Dispute, that party may commence court proceedings for the final determination of the Dispute.

SCHEDULE 13: OBLIGATIONS ON HANDOVER

The provisions of this Schedule 13 (Obligations on Handover) are without prejudice to the obligations of the Supplier to continue to provide the Services as required by the terms of the Contract and any services reasonably required to transition the Services to an incoming supplier with the minimum of disruption and so as to prevent or mitigate any inconvenience to the Company or disruption to its operations.

1. The Supplier shall at its own cost, commencing no later than eleven (11) months before the Expiry Date or on the date of receipt of any Termination Notice:
 - 1.1 prepare and submit for review and approval by the Company's Representative, a detailed demobilisation plan for the Services containing the Supplier's proposals for the demobilisation aspects of the Services, including but not being limited to transfer of staff, intellectual property rights and manuals, spares and equipment (the "Demobilisation Plan") and thereafter update the Demobilisation Plan as requested by the Company.
 - 1.2 in order to support the seamless transition of the Services following the Expiry Date or Termination Date, undertake all necessary actions in connection with the demobilisation, including but not being limited to the following:
 - (A) providing all necessary resource, including Supplier Personnel, equipment and materials to enable timely demobilisation;
 - (B) identifying its demobilisation team and demobilisation manager;
 - (C) procuring that its demobilisation team shall attend Company chaired demobilisation/transition meetings;
 - (D) keeping the Company's Representative fully informed on the progress of the demobilisation;
 - (E) complying with all reasonable instructions of the Company in connection with the demobilisation; and
 - (F) ensuring, supporting and facilitating migration of any IT systems used by the Supplier in providing the Services.
 - 1.3 cooperate fully with and provide all reasonable and necessary assistance and information in connection with the Services and/or to facilitate the orderly transfer of responsibility for and conduct of the Services to the Company and any incoming supplier or suppliers in the transition of the Services before the Expiry Date or Termination Date (as the case may be) and for a period of three months after such date to ensure that the changeover to the incoming supplier (or back to the Company) is effected with minimal disturbance and disruption.
 - 1.4 the requirement for the Supplier to provide cooperation pursuant to paragraph 1.3 above extends to any retender process for the Services carried out by the Company in relation to an incoming supplier or suppliers to enable it to access the Sites and/or Company personnel, and specifically an obligation to provide, on reasonable notice during the term of the Contract, information for the purpose of a competition and managing the transition to an incoming supplier or suppliers, to include:

- (A) details of the Services;
 - (B) details of employees who would transfer to the replacement contractor;
 - (C) management information; and
 - (D) any other information that the Company may reasonably require.
- 1.5 maintain records, data, files, information and Documentation relating to the Services in such form and manner as to enable the Supplier to effectively transfer them in full to the Company and/or to any third party nominated by the Company, so as to put the Company and/or the third party into a position where the Company and/or the third party can provide a level of service which is similar to or the same level as Services provided under this Contract.
 2. Without prejudice to paragraph 1, within three (3) months of the Services Commencement Date, and thereafter annually, on each anniversary of the Services Commencement Date until expiry of the Contract or earlier termination, the Supplier shall submit a draft Demobilisation Plan for review and approval by the Company. In addition to each such submission, at other intervals the Supplier shall update the draft Demobilisation Plan where requested by the Company (acting reasonably).
 3. On receipt of an instruction from the Company, the Supplier shall return to the Company's Representative all Free Issue Materials and Equipment provided to the Supplier in accordance with Clause 22 (Free Issue Materials and Equipment) of the Contract, and shall provide replacement Equipment to the Company where such Equipment does not meet the required standard for return.
 4. Without prejudice to the provisions of Clause 12 (Records and Audit) and 36 (Intellectual Property Rights), the Supplier shall:
 - 4.1 hand back to the Company (at the Expiry Date or Termination Date (as the case may be)) all records, data, files, information and Documentation owned by the Company but used by the Supplier in the performance of the Services, subsequently destroy all electronic copy information in the possession of the Supplier and provide a certificate of destruction to the Company's Representative; and
 - 4.2 provide the Company and/or incoming supplier or suppliers with all reasonable help, assistance and co-operation to make available and effect the transfer of records, data, files, information and Documentation to an incoming supplier or suppliers so as to enable the Company and/or incoming supplier or suppliers to set up and effect the transition of the Services, in accordance with Clause 12 (Records and Audit) of the Contract; and
 - 4.3 hand over to the Company (upon request of the Company's Representative but in any event, at the Expiry Date or Termination Date (as the case may be)) all passes or entry permits.
 5. The Supplier shall ensure that (at the Expiry Date or Termination Date (as the case may be)):
 - 5.1 all equipment (whether of a temporary or permanent nature) used in the delivery of the Services whether or not owned by the Supplier, the Company or any third party is fully maintained, serviced and fully functional with an up-to-date service and maintenance history which is entered on the CAFM system. Equipment which fails to

- meet these conditions shall be replaced with new by the Supplier at its own cost. In the event that the Supplier is in breach of this paragraph 5.1 (irrespective of whether the equipment is in the ownership and responsibility of the Supplier or a sub-contractor), the Company shall be entitled to purchase such equipment itself and recover the associated costs from the Supplier;
- 5.2 all assets and spares, critical and non-critical, are handed over to the incoming supplier and the Company and that relevant members of the Supplier Personnel are present at handover; and
 - 5.3 all areas which the Contractor has used for storage or operation have been left clean and tidy and all rubbish has been removed from the Sites.
 6. During demobilisation the Supplier shall promptly provide all reasonable co-operation and support resource in relation to any audit or check required by the Company and commissioned by the Company's Representative, including in each particular circumstance:
 - 6.1 granting or procuring the grant of access to any premises used in performance of the Contract, whether the Supplier's own premises or otherwise;
 - 6.2 granting or procuring the grant of access to any equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under the Contract, wherever situated and whether the Supplier's own equipment or otherwise;
 - 6.3 making any contracts and other documents, records and information related to the provision of the Services available for inspection;
 - 6.4 granting copying facilities to the Company and/or LUL's auditor for the purposes of making copies of any or all the information, records and documents;
 - 6.5 complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of the Contract; and
 - 6.6 granting access to the Sites to staff of the incoming suppliers (with the approval of the Company) for the purpose of mobilisation and transitioning of the Services. This will include providing access to all plant, equipment, contract related records, staff, and escorting the incoming staff as requested by the Company's Representative.
 7. In the event of a failure by the Supplier to comply with any of the obligations set out in this Schedule 13, in the final 12 months of the Contract the Company shall be entitled to retain from each payment per Period due to the Supplier a sum of 5% equal to the cost to the Supplier of performing the relevant obligation(s). The Parties agree that such retention shall not be a penalty and is fair and reasonable and represents a genuine pre-estimate of what the cost of performance to the Supplier would have been.
 8. The Supplier is required to notify any Sub-Contractors of the relevant demobilisation procedures set out in this Schedule 13 (Obligations on Handover) and/or the Demobilisation Plan.
 9. In relation to any Necessary Consents, these will not transfer from the Supplier to an incoming supplier or suppliers and the incoming supplier or suppliers shall be required to obtain these in accordance with Clause 6 (Consents) of the Contract.

SCHEDULE 14: RESPONSIBLE PROCUREMENT

1. Timber Standards

For the purposes of this Schedule 14, unless the context indicates otherwise, the following expressions shall have the following meanings:

- "Independent Report" means an independent report by an individual or body:
- (a) whose organisation, systems and procedures conform to:
 - (i) ISO Guide 65:1996 (EN 45011:1998); and
 - (ii) general requirements for bodies operating product certification systems; and
 - (b) who is accredited to audit against forest management standards by a national or international body whose organisation, systems and procedures conform to ISO Guide 61 General Requirements for Assessment and Accreditation of Certification Bodies;
- "Legal Timber" means Timber in respect of which the organisation that felled the trees and/or provided the Timber from which the wood supplied under the Contract derived:
- (a) had legal rights to use the forest;
 - (b) holds a register of all local and national laws and codes of practice relevant to forest operations; and
 - (c) complied with all relevant local and national laws and codes of practice including environmental, labour and health and safety laws and paid all relevant royalties and taxes;
- "Recycled Timber" and "Reclaimed Timber" means recovered wood that has been reclaimed or re-used and that has been in previous use and is no longer used for the purpose for which the trees from which it derives were originally felled. The terms 'recycled' and 'reclaimed' are interchangeable and include, but are not limited to the following categories: pre-consumer recycled wood and wood fibre or industrial by-products but excluding sawmill co-products (sawmill co-products are deemed to fall within the category of Virgin Timber), post-consumer recycled wood and wood fibre and drift wood. Recycled or Reclaimed Timber must be capable of being evidenced as such to the Company's

satisfaction in order to satisfy this definition;

"Sustainable Timber"

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

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

"Sustainably sourced Timber"

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

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

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

"Timber"

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

"Virgin Timber"

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

1.1 Supplier's Obligations and the Company's Rights

- (a) The Supplier shall ensure that all Timber supplied or used in the performance of the Contract shall be Sustainable Timber. If it is not practicable for the Supplier to meet this condition the Supplier must inform the Company in writing prior to the supply of any Timber that is not Sustainable Timber, and stating the reason for the inability to comply with this condition. The Company reserves the right, in its absolute discretion, to approve the use of Timber that is not Sustainable Timber. Where the Company exercises its right to reject any Timber, the provisions of paragraph 1.1(d) below shall apply.

- (b) Without prejudice to paragraphs 1.1(a) and 1.3(b), all Virgin Timber procured by the Supplier for supply or use in performance of the Contract shall be Legal Timber.
- (c) The Supplier shall ensure that Virgin Timber it procures for supply or use in performance of the Contract shall not have derived from any species of tree that is protected under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) unless the Supplier can prove, by producing official documentation, that he has complied with the CITES requirements that permit trading in the particular species of tree so listed under that Convention.
- (d) The Company reserves the right to reject at any time any Timber that does not comply with the conditions of this Contract or the Specification. Where the Company exercises its right to reject any Timber, the Supplier shall supply contractually compliant alternative Timber, at no additional cost to the Company and without causing delay to the performance of the Contract.
- (e) The Supplier shall maintain records of all Timber supplied and used in the performance of the Contract. Such information shall be made available to the Company promptly if requested at any time.

1.2 **Company's Reporting Requirements**

- (a) Unless the Company has given its written approval in accordance with paragraph 1.1(a) that Timber that is not Sustainable Timber may be used, then, if requested, the Supplier shall promptly provide evidence to the Company's satisfaction that the Timber is Sustainable Timber.
- (b) Upon a request by the Company referred to in paragraph 1.2(a), in the event that the Supplier does not promptly provide such evidence, or the evidence provided does not satisfy the Company's requirements, then (and without prejudice to paragraph 1.3(a)), the Company reserves the right to retain 25% of any monies payable to the Supplier under the Contract until such date as the Company is in receipt of such evidence and the Company is satisfied that the evidence establishes that the Timber is Sustainable Timber.
- (c) The Supplier shall report quarterly on its use of Sustainable Timber in the performance of the Contract, in accordance with Appendix 2 (Timber Standards) of this Schedule 14.
- (d) The Supplier shall report on the amount of Timber that has been supplied to the Company in accordance with paragraph 1.1(a) which is not Sustainable Timber.

1.3 **Verification**

(a) **Evidence of Sustainable Timber**

- (i) The Company reserves the right to determine whether the evidence supplied by the Supplier is sufficient to satisfy it that the Specification and the conditions of this Contract have been fully complied with. In the event that the Company is not so satisfied, the Supplier shall, on written request by the Company, commission and meet the costs of an Independent Report to:
 - (1) verify the source of the Timber; and
 - (2) assess whether the forests of origin were managed in accordance with the specified local laws and regulations.

(b) **Evidence of Legal Timber**

- (i) The Supplier shall, before delivering any Virgin Timber under this Contract, obtain documentary evidence to the Company's satisfaction that the Timber is both Legal and Sustainable Timber. If requested in writing by the Company, the Supplier shall submit such documentary evidence to the Company either prior to delivery or at such other times as the Company may require. For the avoidance of doubt, the Supplier shall identify, as part of the evidence submitted, a chain of custody from the source of the Timber through to delivery of the final product.
- (ii) The Company reserves the right at any time during the execution of the Contract and for a period of 6 years from final delivery of any Timber under the Contract to require the Supplier to produce the evidence required for the Company's inspection within 14 days of the Company's written request.

2. **Ethical Sourcing**

- 2.1 The Company is committed to ensuring that workers employed in its supply chains throughout the world are treated fairly, humanely and equitably. In the course of complying with this Contract, the Supplier shall comply with and shall procure that its Sub-Contractors (as applicable) comply with those principles of the Ethical Trading Initiative (ETI) Base Code as are detailed in Appendix 1 (ETI Base Code) to this Schedule 14, or an equivalent code of conduct approved by the Company, (the "Ethical Sourcing Principles") in relation to the provision of the Services.
- 2.2 As at the Commencement Date, the Supplier shall be registered with an ethical supplier database, such as SEDEX (Supplier Ethical Data Exchange). The Supplier agrees that for the duration of this Contract, it shall permit and enable the Company to have access to the information relating to the Supplier that subsists in such ethical supplier database.
- 2.3 During the course of this Contract, the Company has the right to request the Supplier to carry out one or more audits using a reputable auditor to verify whether the Supplier is complying with the Ethical Sourcing Principles. The identity of the auditor is to be approved by the Company, such approval not to be unreasonably withheld or delayed. The costs of the audit shall be borne by the Company.

- 2.4 During the course of this Contract, if the Company has reasonable cause to believe that the Supplier is not complying with any of the Ethical Sourcing Principles, then the Company shall notify the Supplier and the Parties shall agree an action plan with appropriate timeframes for compliance by the Supplier (the "Action Plan"), such Action Plan to be agreed by the Parties by no later than 5 Working Days from the date of the Company notifying the Supplier that remedial action is required or such other period as the Parties may otherwise agree in writing. The costs of the creation and implementation of the Action Plan shall be borne by the Supplier.
- 2.5 Following the agreement of the Action Plan, the Company reserves the right to conduct one or more audits, (either itself or via a third-party auditor approved by the Company) in relation to compliance by the Supplier with the Action Plan.
- 2.6 For the avoidance of doubt, the rights of audit contained in this Schedule 14 shall include without limitation the right of the Company (or a Company-approved auditor) acting reasonably to undertake physical inspections of relevant sites/factories, to conduct interviews with relevant personnel and to inspect relevant documents. The Supplier shall co-operate and shall procure that its Sub-Contractors (as applicable) co-operate with the Company in relation to all aspects of any audit.

3. Supplier Diversity

3.1 Strategic Equality and Diversity Plan

- (a) For the duration of this Contract, the Supplier shall comply with the Agreed Strategic Equality and Diversity Plan and shall procure that each of its Sub-Contractors adopts and implements a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as that agreed with the Company and set out in the Agreed Strategic Equality and Diversity Plan.
- (b) For the purposes of this paragraph 3, the expression "Agreed Strategic Equality and Diversity Plan" means the strategic equality and diversity plan to be provided by the Supplier to the Company and as negotiated and agreed between the parties and attached to the Contract as a new Schedule headed "Agreed Strategic Equality and Diversity Plan".
- (c) Where a Sub-Contractor has, pursuant to paragraph 3.1(a) or otherwise, adopted a strategic equality and diversity plan, the Supplier shall procure that each of its Sub-Contractors provides a copy of its strategic equality and diversity plan (and any amendments thereto) to the Company or its nominee as soon as reasonably practicable.

3.2 Diversity Training

- (a) For the duration of this Contract, the Supplier shall comply with the "Agreed Training Plan" in relation to all of its employees engaged in the performance of the Contract. For the purposes of this paragraph 3, the expression "Agreed Training Plan" means the diversity training plan to be provided by the Supplier to the Company and as negotiated and agreed between the parties and attached to the Contract as a new Schedule headed "Agreed Training Plan". The Supplier shall procure that each of its Sub-Contractors adopts and implements a diversity training plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as the Agreed Training Plan.

- (b) Where a Sub-Contractor has, pursuant to paragraph 3.3(a) or otherwise, adopted a diversity training plan, the Supplier shall procure that each of its Sub-Contractors provides a copy of its diversity training plan (and any amendments thereto) to the Company or its nominee as soon as reasonably practicable.

3.3 Supplier Diversity

- (a) For the duration of this Contract the Supplier shall at all times comply with the "Agreed Supplier Diversity Plan". For the purposes of this paragraph 3, the expression "Agreed Supplier Diversity Plan" means the supplier diversity plan to be provided by the Supplier to the Company and as negotiated and agreed between the parties and attached to the Contract as a new Schedule headed "Supplier Diversity Plan". The Supplier shall procure that each of its Sub-Contractors adopts and implements a supplier diversity plan in relation to the performance of this Contract which is as least as extensive as the Agreed Supplier Diversity Plan.
- (b) Where a Sub-Contractor has, pursuant to paragraph 3.3(a) or otherwise, adopted a supplier diversity plan, the Supplier shall procure that each of its Sub-Contractors provides a copy of its supplier diversity plan (and any amendments thereto) to the Company or its nominee as soon as reasonably practicable.

3.4 Communications Plan

For the duration of this Contract and in all dealings with the Local Community, the Supplier shall comply with the Agreed Communications Plan. For the purposes of this paragraph 3, the expression "Agreed Communications Plan" means the communications plan to be provided by the Supplier to the Company and as negotiated and agreed between the parties and attached to the Contract as a new Schedule headed "Agreed Communication Plan" and the expression "Local Community" means those areas of London affected by the Services from time to time.

3.5 Monitoring and Reporting

- (a) Subject to paragraph 3.5(c), the Supplier shall use reasonable endeavours to provide the Company on the date of this Contract and subsequently every 12 months from the date of this Contract or such other frequency as the Company may reasonably request with an annual report on performance and compliance with the equality and diversity provisions as set out in paragraphs 3.1 to 3.4 of this Schedule 14. The annual report should set out:
 - (i) the performance of the Supplier over the past 12 months in relation to the Agreed Strategic Equality and Diversity Plan, the Agreed Training Plan, the Agreed Supplier Diversity Plan and the Agreed Communications Plan and/or the action plan submitted for the previous 12 months in accordance with paragraph 3.5(a)(iv);
 - (ii) the proportion of the Supplier's employees engaged in the performance of the Contract and, to the extent reasonably possible, the employees of the Sub-Contractors engaged pursuant to the terms of the relevant sub-contracts in the performance of the Contract who are:
 - (1) female;

- (2) of non-white British origin or who classify themselves as being non-white British;
- (3) from the Local Community; or
- (4) disabled;
- (iii) the proportion of the Supplier's Sub-Contractors that are SMEs and/or BAMEs and/or other suppliers from other under-represented or protected groups; and
- (iv) a plan of action for the forthcoming 12 months showing what the Supplier plans to do to continue delivery of the equality and supplier diversity objectives.
- (b) For the purposes of this paragraph 3.5, the meaning of SME and BAME is as set out in Appendix 3 (TfL Supplier Diversity Definitions) to this Schedule 14.
- (c) The Supplier shall ensure at all times that it complies with the requirements of the Data Protection Legislation (as may be amended) in the collection and reporting of the information to the Company pursuant to paragraph 3.5(a).

3.6 Equality and Diversity Infractions

- (a) If the Supplier or any of its Sub-Contractors commits an Equality and Diversity Infraction, the Company shall be entitled (but not obliged) to act as follows:
 - (i) if an Equality and Diversity Infraction is committed by the Supplier then the Company may serve written notice upon the Supplier identifying in reasonable detail the nature of the Equality and Diversity Infraction, and the Supplier shall cease committing and remedy, at its own cost, the Equality and Diversity Infraction, within 30 days of receipt of such notice (or such longer period as may be specified in the notice); or
 - (ii) if the Equality and Diversity Infraction is committed by a Sub-Contractor of the Supplier, the Company may serve written notice upon the Supplier identifying in reasonable detail the nature of the Equality and Diversity Infraction, and the Supplier shall procure that the Sub-Contractor ceases committing and remedies, at its own cost, the Equality and Diversity Infraction within 30 days of receipt by the Supplier of such notice (or such longer period as may be specified in the notice). If the Supplier fails to procure the remedy of the Equality and Diversity Infraction, the Company may serve a further written notice upon the Supplier and within 30 days of receipt of such further notice (or such longer period as may be specified in the notice), the Supplier shall terminate, at its own cost, the relevant contract with its Sub-Contractor and procure performance of the affected works or services by another person which also complies with the obligations specified in paragraphs 3.1 to 3.4 of this Schedule 14.
- (b) It shall be a fundamental term and condition of the Contract that the Supplier complies with its obligations under paragraphs 3.6(a)(i) to 3.6(a)(ii). Where, following receipt of a notice given pursuant to paragraphs 3.6(a)(i) to 3.6(a)(ii) the Supplier fails to remedy an Equality and Diversity Infraction to the satisfaction of the Company or in the case of paragraph 3.6(a)(ii) fails to

terminate the contract with a defaulting Sub-Contractor and procure performance by another person on the terms specified in paragraph 3.6(a)(ii) the Supplier will be in breach of the Contract and the Company shall be entitled (but not obliged) to terminate the Contract, without further notice to the Supplier, in accordance with Clause 43 of the Contract.

- (c) For the purposes of this paragraph 3.6, "Equality and Diversity Infraction" means any breach by the Supplier of its obligations specified in paragraphs 3.1 to 3.4 of this Schedule 14 and/or any failure by a Sub-Contractor to adopt and implement a strategic equality and diversity plan, a diversity training plan and/or a supplier diversity plan as described in paragraphs 3.1 to 3.4 of this Schedule 14.

3.7 Equality and Diversity Audit

- (a) The Company or its nominee may from time to time undertake any audit or check of any and all information regarding the Supplier's compliance with paragraphs 3.1 to 3.4 of this Schedule 14.
- (b) The Company's rights pursuant to this paragraph 3.7 shall include any and all documents and records of the Supplier and its Sub-Contractors and shall include the Documentation.
- (c) The Supplier shall maintain and retain the Documentation for a minimum of six years from the termination or expiry of the Contract with respect to all matters in respect of the performance of and compliance with paragraphs 3.1 to 3.4 of this Schedule 14. The Supplier shall procure that each of its Sub-Contractors shall maintain and retain the Documentation for a minimum of six years from the termination or expiry of the Contract with respect to all matters in respect of the performance of and compliance with paragraphs 3.1 to 3.3 of this Schedule 14. The Supplier shall procure that each sub-contract between it and its Sub-Contractors shall contain rights of audit in favour of and enforceable by the Company substantially equivalent to those granted by the Supplier pursuant to paragraph 3.7(a).
- (d) The Company shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Supplier and each Sub-Contractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Contract and/or relevant subcontract (as the case may be).
- (e) The Supplier shall promptly provide, and procure that its Sub-Contractors promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
 - (i) granting or procuring the grant of access to any premises used in the Supplier's performance of the Contract or in the relevant Sub-Contractor's performance of its sub-contract, whether the Supplier's own premises or otherwise;
 - (ii) granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's or the relevant Sub-Contractor's obligations specified in paragraphs 3.1

3.4 of this Schedule 14, wherever situated and whether the Supplier's own equipment or otherwise; and

- (iii) complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of the Contract or the relevant Sub-Contractor's performance of its sub-contract.

- (f) For the purposes of this paragraph 3.7, the expression "Documentation" means all information relating to the Supplier's performance of and compliance with paragraphs 3.1 to 3.4 of this Schedule 14 and the adoption and implementation of a strategic equality and diversity plan, an equality and diversity training plan and a supplier diversity plan by each Sub-Contractor of the Supplier.

Appendix 1: The ETI Base Code

1. The following terms shall be defined as follows when used within this Appendix 1:

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

"Young person" means any worker over the age of a child as defined above and under the age of 18.

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

1.1 **EMPLOYMENT IS FREELY CHOSEN**

1.1.1 There is no forced, bonded or involuntary prison labour.

1.1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

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

1.2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.

1.2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.

1.2.3 Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.

1.2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

1.3 **WORKING CONDITIONS ARE SAFE AND HYGIENIC**

1.3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

- 1.3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 1.3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 1.3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 1.3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

1.4 CHILD LABOUR SHALL NOT BE USED

- 1.4.1 There shall be no new recruitment of child labour.
- 1.4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.
- 1.4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- 1.4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

1.5 LIVING WAGES ARE PAID

- 1.5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- 1.5.2 All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- 1.5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

1.6 WORKING HOURS ARE NOT EXCESSIVE

- 1.6.1 Working hours comply with at least UK national laws and benchmark industry standards, whichever affords greater protection.
- 1.6.2 In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

1.7 NO DISCRIMINATION IS PRACTISED

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

1.8 REGULAR EMPLOYMENT IS PROVIDED

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

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

1.9 NO HARSH OR INHUMANE TREATMENT IS ALLOWED

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

Note on the Provisions of this Code

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

Appendix 2: Timber Standards

Timber Standards

Appendix 2

Aim of KPI :

Implement the Mayor's Green Procurement Code

Implement the GLA Sustainable Timber Policy

Implement TfL environmental objective: Reduce resource consumption and improve green procurement

Reporting period	
Date	
Completed by	
Title	

Desired Outcome	Service Performance Indicator	Quantity (KG)	Value (£)	% of good represented	Reporting Frequency	objective	2007	2008	2009	2010	2011
Reduce resource consumption and improve green procurement (TfL Env' KPI)	Timber complies with Sustainable Timber... definition and obligations as per Contract.				Quarterly, with Annual report.	Increase/maintain % of sustainable timber supplied					
Reduce resource consumption and improve green procurement (TfL Env' KPI)	Timber does NOT comply with Sustainable Timber definition and obligations as per Contract				Quarterly, with Annual report.	Reduce amount of Non Sustainable Timber procured.					

Appendix 3: TfL Supplier Diversity Definitions

TfL Supplier Diversity Definitions

Issue Date: February 2010

Effective: February 2010

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1. Document Outline

1.1 Background

Encouraging a diverse base of supplier forms a part of the GLA Group Responsible Procurement Policy. The TfL Supplier Diversity Definitions ensure consistency across Supplier Diversity activities across TfL. These definitions form a basis for the TfL Supplier Diversity Policy and act as a basis for alignment in the measurement of diverse suppliers.

1.2 Version Control

Version Date	Author	Notes
26 February 2010		Turnover/Balance Sheet Amendment
02 February 2009		SME definition update
31 January 2008		Ownership categorisation
8 th May 2006		EU definitions
19 th October 2005		Updates/clarifications

2. Diverse Suppliers

For the purposes of TfL's Procurement Supplier Diversity Programme, "**Diverse Suppliers**" comprise the following four subsets:

- 2.1 Small and Medium Enterprises (SMEs)
- 2.2 Black, Asian and Minority Ethnic (BAME) businesses
- 2.3 Suppliers from other under-represented or protected groups
- 2.4 Suppliers demonstrating a diverse workforce composition

The more detailed explanations of the four above subsets are given in the sections below.

3. Small and Medium Enterprises (SMEs)

3.1 A **Small Enterprise**⁴ is a business which has both the following:

- i) 0-49 Full Time Equivalent employees¹;

AND EITHER

- ii) Turnover² per annum of no more than £5.6 million net (or £6.72 million gross); in the last financial year;

OR

- iii) Balance sheet total³ of no more than £2.8 million net (£3.36 million gross).

3.2 A **Medium Enterprise**⁴ is a business which has both the following:

- i) 50-249 Full Time Equivalent employees¹;

AND EITHER

- ii) Turnover² per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year;

OR

- iii) Balance sheet total³ of no more than £11.4 million net (or £13.68 million gross).

3.3 A **Large Enterprise**⁴ is a business which has both the following:

- i) 250 and over Full Time Equivalent employees¹;

AND EITHER

- ii) Turnover² per annum over £22.8 million net (or £27.36 million gross) in the last financial year;

OR

- iii) Balance sheet total⁴ of over £11.4 million net (or £13.68 gross).

¹ Full Time equivalent employees is defined in Section 7.1

² Turnover is defined in Section 7.3

³ Balance Sheet Total is defined in Section 7.5

⁴ Further explanation is outlined in Section 7.7 (Definition of Size) & 7.8 (Ownership Categorisation)

4. **Black, Asian and Minority Ethnic (BAME) owned businesses**

A Black, Asian and Minority Ethnic (BAME) owned business is a business which is 51% or more owned by members of one or more Black, Asian or Minority ethnic groups.

Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'White British'.

The minority ethnic classification groups used by TfL for monitoring purposes are:

<u>Ethnic group</u>	<u>Racial origin</u>
White	Irish Any other White background
Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background
Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background
Black or Black British	Caribbean African Any other Black background
Chinese or other Ethnic Group	Chinese Any other Ethnic Group

5. Suppliers from other under-represented groups or protected groups

5.1 A Supplier from an under-represented group is one which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):

5.1.1 Women (gender)

5.1.2 Disabled people with physical and sensory impairments, learning difficulties and mental health requirements;

5.1.3 Lesbians, Gay men, Bisexual and Transgender people (sexual orientation); and

5.1.4 Older people (aged 60 or over), young people (aged 24 or under) (age)

5.2 A Supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups, or alternatively, ownership by a social enterprise or a voluntary/community organisation).

6. Suppliers demonstrating a diverse workforce composition

This relates to Full Time Equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed in II and III above.

7. Other Definitions & Information

7.1 Full-Time Equivalent Employees

Where employee numbers are used, these refer to Full-Time Equivalents (FTEs) expressed in **Annual Work Units** (see below). Staff headcount should include full-time, part-time and seasonal staff and includes the following:

- Employees
- Persons working for the enterprise being subordinated to it and considered to be employees under national law
- Owner managers
- Partners engaged in regular activity in the enterprise and benefiting from financial advantages from the enterprise.

Full-time workers are expressed as hours worked per week. TfL refer to standard UK hours of work as full time workers – i.e. those who work 35 hours a week and 52 weeks a year (including annual leave).

7.2 Annual Work Units

Refer to anyone who worked, over the past year, full-time within your enterprise, or on its behalf, during the entire reference year counts as one unit. You treat part-time

staff, seasonal workers and those who did not work the full year as fractions of one unit.

7.3 **Turnover**

Turnover is in line with that defined in the Companies Act 1985:

The amounts derived from the provision of goods and services falling within the company's ordinary activities, after deduction of:

- i) trade discounts
- ii) value added tax

Please refer to Section 7.8 regarding ownership categorisation to understand how to interpret ownership, where an enterprise is part of a parent organisation.

7.4 **Financial Year**

Financial Year relates to 1st April – 31st March or any other 12 month period as defined by the company.

All data must be relating to the last approved accounting period and calculated on an annual basis. In the case of newly-established enterprises whose accounts have not yet been approved, the data to apply shall be derived from a reliable estimate made in the course of the financial year.

7.5 **Balance Sheet Total**

The annual balance sheet total refers to the value of your company's main assets.

7.6 **Ownership**

Individual or those in named control holding capital or voting rights - either through private or shared ownership - of any given business entity.

7.7 **Definition of Size**

Where headcount and turnover and/or balance sheet conditions apply to different size definitions, headcount acts as the more predominant aspect, in defining size.

An organisation does not need to satisfy both turnover and balance sheet total, only one of the conditions and may exceed one of them without losing its status. This is illustrated by an organisation which has 30 employees, a turnover of £12 million and a balance sheet total of £10 million. The number of employees figure would class the organisation as a small organisation, however the turnover and balance sheet total define the organisation as medium. In this case, the headcount would be used to define the classification of the organisation. This organisation would be classed as a small organisation.

To illustrate this, the following scenarios have been mapped for the different characteristics of supplier diversity definitions (based on information from the Department for Trade & Industry (*now Department for Business Enterprise & Regulatory Reform*)):

		Turnover/Balance Sheet Total		
Employees	0-49	✓	<i>Employees more predominant</i>	<i>Employees more predominant</i>
	50-249	<i>Employees more predominant</i>	✓	<i>Employees more predominant</i>
	250+	<i>Employees more predominant</i>	<i>Employees more predominant</i>	✓

7.8 Ownership Categorisation

EU Commission Definition on Enterprise Ownership Categorisation

The European Commission's Guidance published in 2005 "The New SME Definition: User Guide and Model Declaration"⁵, outlines parameters for defining an organisation's ownership categorisation and whether an organisation is autonomous, partner or linked.

7.8.1 Autonomous

This is the most common category of ownership.

An organisation is autonomous if:

-It is totally independent, i.e. there is no participation in other enterprises and no enterprise has a participation.

-It has a holding of less than 25% of the capital or voting rights (whichever is the higher) in one or more other enterprises and/or outsiders do not have a stake of 25% or more of the capital or voting rights (whichever is the higher) in your enterprise.

If an organisation is autonomous, it means that it is not a partner or linked to another enterprise

7.8.2 Partner

An enterprise is a partner enterprise if:

⁵ Refer directly to the EU Commission Definitions for more guidance:

http://ec.europa.eu/enterprise/enterprise_policy/sme_definition/sme_user_guide.pdf

-It has a holding equal to or greater than 25%, of the capital or voting rights in another enterprise and/or another enterprise has a holding equal to or greater than 25% in the other.

It is not linked to another enterprise. This means, among other things, that voting rights in the other enterprise (or vice versa) do not exceed 50%.

7.8.3 **Linked**

Enterprises formed as a **group** through the direct or indirect control of the majority of voting rights. An enterprise owned by another or through the ability to exercise a **dominant influence** on another enterprise.

Two or more enterprises are linked when they have any of the following relationships:

-One enterprise holds a majority of the shareholders' or members' voting rights in another.

-One enterprise is entitled to appoint or remove a majority of the administrative, management or supervisory body of another.

-A contract between the enterprises, or a provision in the memorandum or articles of association of one of the enterprises, enables one to exercise a dominant influence over the other.

-One enterprise is able, by agreement, to exercise sole control over a majority of shareholders' or members' voting rights in another.

SCHEDULE 15: STRATEGIC LABOUR NEEDS AND TRAINING

1. Introduction

1.1 Without prejudice to the other provisions in this Contract relating to Supplier Personnel, this Schedule sets out the Supplier's obligations in respect of:

- (A) supporting the TfL Group (and Third Parties nominated by the TfL Group) in the implementation of the Skills and Employment Strategy; and
- (B) ensuring that the Supplier attracts, develops and retains Supplier Personnel with the skills necessary to deliver the Services, throughout the Term.

1.2 In this Schedule, the following terms shall have the corresponding meanings:

"Apprentice" means a member of Supplier Personnel who is registered as an apprentice or technician with an industry recognised body;

"Agreed SLNT Plan" means the Supplier's strategic labour needs and training plan set out at Appendix 3 (*Initial/Agreed SLNT Plan*) to this Schedule, to be prepared in accordance with the SLNT Plan Template and approved by the Company;

"Initial SLNT Plan" means the initial strategic labour needs and training plan set out at Appendix 3 (*Initial/Agreed SLNT Plan*), submitted by the Supplier prior to the Services Commencement Date and to be agreed between the Parties in accordance with paragraph 2 of this Schedule;

"Monthly SLNT Monitoring Report" means the report to be prepared by the Supplier in the form set out at Appendix 5 (*Monthly SLNT Monitoring Report Template*) and submitted to the Company in accordance with the provisions of paragraph 5 of this Schedule;

"Relevant Employment Vacancy" means an employment vacancy within the Supplier's organisation for a member of Supplier Personnel;

"Skills and Employment Strategy" means the TfL Group's ten (10) year skills and employment strategy, as amended from time to time. A copy of the current Skills and Employment Strategy is provided at Appendix 1 (*Skills and Employment Strategy*) to this Schedule;

"SLNT Co-ordinator" has the meaning set out in paragraph 3.1 of this Schedule;

"SLNT Infraction" means any breach by the Supplier of any of its

obligations under this Schedule;

"SLNT Output" means the minimum number of Apprentice positions or equivalent to be delivered by the Supplier (either directly through its own personnel and the personnel of its Sub-Contractors) under this Contract, as identified and agreed in the Agreed SLNT Plan;

"SLNT Plan Template" means the template for the SLNT Plan set out at Appendix 2 (*SLNT Plan Template*) to this Schedule, to be completed by the Supplier;

"Trainee" means a member of Supplier Personnel who is registered as a trainee with an industry recognised body; and

2. Agreed SLNT Plan and Implementation Plan

2.1 Based on the Initial SLNT Plan, the Supplier shall:

- (A) further develop the Initial SLNT Plan to reflect the comments and requirements of the Company;
- (B) submit a revised copy of the Initial SLNT Plan to the Company for approval within twenty (20) Working Days from the Services Commencement Date; and
- (C) provide an Implementation Plan as contained in Appendix 4 (Implementation Plan) of this Schedule 15 based on the revised copy of the Initial SLNT Plan within forty (40) Working Days from the Services Commencement Date.

2.2 If the Initial SLNT Plan is:

- (A) approved, it shall be adopted immediately and become the Agreed SLNT Plan; or
- (B) not approved, the Supplier shall amend the Initial SLNT Plan and re-submit it to the Company for approval within the time period agreed in writing between the Parties. If the Company does not approve the Initial SLNT Plan following its resubmission, the matters preventing such approval shall be resolved in accordance with Clause 64.

2.3 Without limiting any other provision of this Contract, the Supplier shall:

- (A) comply with provisions of the Agreed SLNT Plan and the Implementation Plan; and
- (B) at no additional cost to the Company and subject to the provisions of paragraph 2.4 below, review and amend the Agreed SLNT Plan and Implementation Plan every twelve (12) Months following the Services Commencement Date or at other times requested by the Company, to reflect:
 - (1) Good Industry Practice;
 - (2) any changes to the nature of the Services and updates to the Asset Management System; and

(3) any amendments proposed by the Company.

2.4 Any changes or amendments to the Agreed SLNT Plan shall be subject to the provisions of Clause 14 and shall not be implemented until approved in writing by the Company.

3. SLNT Co-ordinator

3.1 Within twenty (20) Working Days of the Services Commencement Date, the Supplier shall nominate a member of Supplier Personnel with the necessary skills and authority to:

(A) be responsible for the implementation and on-going development and maintenance of the Agreed SLNT Plan; and

(B) act as the single point of contact between Company nominated personnel on all matters concerning the Agreed SLNT Plan,

(the "**SLNT Co-ordinator**").

3.2 The Parties shall add the SLNT Co-ordinator to the list of Key Personnel set out Schedule 17 (Key Personnel).

4. Community Relations

4.1 The Supplier acknowledges and accepts that members of the TfL Group work closely with third party organisations to implement the Skills and Employment Strategy.

4.2 Accordingly, the Supplier shall:

(A) at the time of placing an advertisement for a Relevant Employment Vacancy, notify the relevant member of Company personnel (and/or any third parties nominated by the TfL Group) of such advertisement, providing details of the:

(1) Relevant Employment Vacancy;

(2) date of the advertisement; and

(3) publication in which the advertisement is scheduled to appear or appeared (as applicable); and

(B) attend a minimum of two (2) events each year, at a time and location specified by the Company, to publicise employment and training opportunities arising from the provision of the Services.

5. Monitoring and Reporting

5.1 Subject to paragraph 5.2 below, the Supplier shall provide the Company with a Monthly SLNT Monitoring Report by 15 October 2017 and on the fifteenth day of each month thereafter detailing the Supplier's performance against the Agreed SLNT Plan.

5.2 Failure to provide the Company with a copy of the Monthly SLNT Monitoring Report within the timescales set out in paragraph 5.1 above shall constitute a failure for the

purposes of paragraph 7 (Escalation Procedure) of Schedule 11 (Performance Measurement).

5.3 The Supplier shall ensure at all times that it complies with the requirements of the Data Protection Legislation (as may be amended) in the:

- (A) development and maintenance of Training Plans; and
- (B) collection and reporting of the information to the Company pursuant to paragraph 5.1 above.

6. SLNT Infractions

6.1 Failure to:

- (A) ensure that each SLNT Output for the monitoring period is delivered in accordance with Agreed SLNT Plan; and/or
- (B) review the Agreed SLNT Plan in accordance with paragraph 2.3 of this Schedule 15 (*Strategic Labour Needs and Training*),

shall constitute a failure for the purposes of paragraph 7 (Escalation Procedure) of Schedule 11 (Performance Measurement).

7. SLNT Audit

7.1 The Company may from time to time undertake any audit or check of any and all information regarding the Supplier's compliance the provisions of this Schedule.

7.2 The Supplier shall maintain and retain records relating to the Agreed SLNT Plan and its compliance with the provisions of this Schedule for a minimum of seven (7) years.

7.3 The Company shall use reasonable endeavours to co-ordinate such audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Supplier is not, without due cause, disrupted or delayed in the performance of the Supplier's obligations under this Contract.

7.4 The Supplier shall promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:

- (A) granting or procuring the grant of access to any:
 - (1) premises used in the Supplier's performance of this Contract, whether the Supplier's own premises or otherwise;
 - (2) equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under this Schedule 15, wherever situated and whether the Supplier's own equipment or otherwise; and
- (B) complying with TfL's reasonable requests for access to senior personnel engaged in the Supplier's performance of this Contract.

APPENDIX 1 TO SCHEDULE 15
Skills and Employment Strategy



TfL Skills and Employment Strategy: Progress Report and Future Strategy

MAYOR OF LONDON



**TRANSPORT
FOR LONDON**
EVERY JOURNEY MATTERS

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Commissioner's foreword



Our Skills and Employment Strategy explains the way in which Transport for London (TfL) is facilitating the provision of key skills for our organisation and industry in the short, medium and long term and sets out its priorities.

The strategy also reflects what we are doing to execute our responsibilities as a functional body of the Greater London Authority (GLA) and to support the Mayor of London's policies.

Our goal is to keep London working and growing and to make life in the Capital better and in doing so we support jobs and growth across the UK.

We are leading the biggest modernisation programme for London Underground and tackling some of the most complex challenges ever seen on our road network. We are also working closely with our colleagues in Crossrail.

Our transport networks are carrying more people, more efficiently and more reliably than ever before and we need to recruit and train highly skilled people to keep those networks running and to upgrade them.

So our challenge is to ensure that we equip the next generation who work in transport with the skills needed to provide London with a world-class transport system.

Our Skills and Employment Strategy, therefore, encompasses the work we are doing in support of this with children and young people, our supply chain partners and our existing staff.

In the two years since we last reported on our Skills and Employment Strategy significant progress has been made in several areas. For example, since 2011 more than 2,000 students have taken part in our Inspire Engineering programme for pre-GCSE pupils. TfL has created more than 2,300 apprenticeships both directly and through our supply chain, and improved and extended our graduate programmes to enable 200 graduates to participate in our schemes at any one time.

Our Steps into Work programme helps people with learning disabilities gain employment and in the last two years 36 per cent of students on the programme have managed to secure paid employment within six months of completing the programme, significantly exceeding the UK average of seven per cent.

The Royal Greenwich University Technical College (UTC) opened in 2013. It specialises in engineering and construction, preparing 14 to 19-year-olds for the future world of work in related industries. We are proud to be one of the two lead employer sponsors of the UTC.

A handwritten signature in black ink, appearing to read 'Peter Hendy'.

Sir Peter Hendy CBE
Commissioner
Transport for London

Introduction

Our first Skills and Employment Strategy was published in March 2009 to help us manage the supply of skills we need to operate effectively.

Designed to be a living document, the strategy was updated at the end of 2011 and a report on progress published.

This Skills and Employment Strategy report covers the progress made between January 2012 and December 2013 and provides a further update to the strategy to reflect the evolving political, social and economic environment in which we operate.

Objectives

The overarching principles and objectives of the original strategy remain the same. These are to:

- Ensure that we and our suppliers have the right people with the right skills in the right place at the right time
- Be aligned to and support our responsibilities, as a GLA functional body, to the Capital's communities (including business and residents) and to our staff
- Support the policies of the Mayor of London
- Meet emerging challenges and continuously improve
- Work with the transport and construction industry to develop skills in sufficient depth and breadth to support the UK economy

Achievements

There is a lot that needs to be done, but we have been recognised for our efforts and for setting the standard for other organisations:

- Winner of The Graduate Employer of Choice for Transport and Logistics in The Times Graduate Awards, 2013
- Shortlisted for Most Popular Graduate Recruiter in Engineering, Design and Manufacture category, TARGET National Graduate Awards, 2013
- Highly commended for Graduate Induction in the Association of Graduate Recruiters Development Awards, 2013
- Shortlisted in the Job Crowd Awards in both the Charity, Education and Public Sector and Transport and Logistics Sector, 2012 and 2013
- Government Opportunities Award for Corporate Social Responsibility, 2012
- Business in the Community, Race for Opportunity Apprenticeship and Youth Partnership Award, 2012
- Business in the Community, Race for Opportunity Award for Collaboration, 2013

Focus since 2011

Since the publication of the last progress report on our strategy at the end of 2011, the recession in the UK deepened and it is only in early 2014 that the country has experienced a more general economic recovery.

Nevertheless, the demands on London's transport system have remained high and in 2012 all of our engineering, transport planning and customer service expertise was harnessed to deliver an effective and efficient transport service for the London Olympic and Paralympic Games.

London was showcased as a world-class city in 2012. Our role is vital in ensuring that our transport system is also world-class and is maintained and enhanced by people with world-class skills.

This is why our work, encouraging school pupils and young people to pursue careers in transport and construction-related subjects, is so important; our enthusiasm for our award-winning graduate and apprenticeship schemes is stronger than ever and we remain committed to the development of all of our people.

The workstreams in our Skills and Employment Strategy are consistent with the criteria outlined in our 2011 report. However, the rise in unemployment in recent years, particularly among young Londoners, has caused us to focus particularly on facilitating opportunities for the long-term unemployed, youth unemployed and disabled people who need support to enter the world of work.

As a reminder, the following criteria guide the workstreams for our Skills and Employment Strategy:

- Mayoral targets
- Corporate social responsibility
- Steady supply of future employees (with particular emphasis on young people)
- Numeracy and literacy (improving basic skills)
- Qualifications (increasing the number of individuals with qualifications)
- Contractual requirements (supply chain obligations)
- External facing/public facing activity (in parallel with our internal activity)

We continue to work closely with the Mayor of London's office, our GLA colleagues, our supply chain and industry counterparts and professional and educational partners.

This latest report summarises progress to date and explains our future priorities.

The activities referred to in the Skills and Employment Strategy complement our Delivery Plan for Schools and Young People and our Single Equality Scheme. All three documents can be found at tfl.gov.uk.

Long-term skills requirements

In 2008 we commissioned an industry study called Project Brunel with the Department for Transport (DfT) that highlighted severe skills shortages, an ageing workforce in the engineering and transportation sectors and comparatively few new entrants to the industry. A further update of Project Brunel was commissioned in 2011, which confirmed persistent skills gaps.

In 2012 the Royal Academy of Engineering (RAE) published 'Jobs and growth; the importance of engineering skills to the UK economy', which demonstrated that the demand for people in science, engineering and technology occupations exceeds supply and that this is expected to intensify as economic growth returns.

We contributed data to the 2013 National Skills Academy Railway Engineering report 'Forecasting the Skills Challenge', which provided an industry-wide analysis of skills required to 2019.

The 2013 Perkins Review investigated the arrangements in the UK for the provision of engineering skills. The recommendations from this review include a call to action for all businesses, professional bodies, educational institutions and Government to work together to achieve shared goals for the supply of engineering skills. We are pleased to report that several of the activities we have already undertaken align with the recommendations in the review.

We have begun workforce planning in key areas of our business to ensure we have sufficient and sustainable capability to meet demands now and in the future. This is particularly important where we have known skill shortages in engineering and technical roles.

Going forward, our priorities include supporting the development of our existing staff, entering into partnerships with complementary organisations and improving recruitment methods.

Together with our partner organisations, we will continue to play a key role in raising awareness among children and young Londoners of the career opportunities associated with the scarce skills that are essential for London's future transport infrastructure. We will also continue to provide opportunities for teachers to gain experience of industry to better support students and will encourage graduates to choose engineering and transport-related degrees.

Professional body partnerships

We are committed to working with a range of organisations in support of skills development and employment opportunities in London and the UK.

We want to inspire more pupils to pursue science, technology, engineering and mathematics (STEM) subjects and to encourage more women and other under-represented groups into engineering.

We have accredited training programmes with:

- Royal Institution of Chartered Surveyors
- Institution of Civil Engineering
- Institution of Mechanical Engineers
- Institution of Engineering and Technology
- Association for Project Management
- Solicitors Regulation Authority

We have supported a total of 368 employees through their professional training programme since January 2012 (122 graduates and 246 other employees for the APM).

Furthermore, staff in relevant disciplines have undertaken formal training with the Chartered Institute of Management Accountants or the Association of Chartered Certified Accountants.

Many of our staff are active members of discipline or industry relevant organisations such as Young Rail Professionals, the Chartered Institution of Highways and Transportation and the Transport Planning Society.

We work with a number of organisations to promote engineering to young people and some are outlined below.

Engineering UK represents all 36 engineering institutions and works with Government and engineering companies to promote engineering to young people in schools. We work with Engineering UK to influence the national skills agenda to prioritise STEM subjects in schools.

Engineering UK also provides the opportunity for us to collaborate with other engineering organisations to encourage STEM in schools and the skills young people need in the world of work.

We are a founding member of the Transport and Infrastructure Education Partnership, which was initiated by Crossrail to bring together similar organisations to share approaches to their STEM and employability programmes for schools in London.

The group is currently looking at ways to measure STEM interventions and areas for future collaboration.

Educational partnerships

Women into Science and Engineering (WISE) helps organisations to inspire women and girls to pursue STEM subjects as pathways to exciting and fulfilling careers. We have worked with WISE and the RAE to attract more young women into engineering roles.

An awareness event was held in November 2013, which was supported by suppliers from our Engineering and Project Management Framework. The suppliers involved sent their women engineers along to speak to girls and their families about opportunities in the industry. The day was attended by more than 90 students from 16 schools.

In partnership with People 1st, we ran the Women 1st Step Up Development Programme. This six-session initiative aims to help professional women develop the

confidence and skills to succeed and increase their effectiveness.

Having completed three programmes (one at TfL and two in bus operating companies) and an evaluation of the programmes, we are now reviewing the future potential content and will continue to encourage career progression for women within our organisation.

We also work with the following organisations to deliver elements of our skills and employment strategy: National Skills Academy for Railway Engineering; the Sector Skills Council for Science, Engineering and Manufacturing Technologies; Women's Transportation Seminar International; Young Rail Professionals and the Baker Dearing Educational Trust.

Our educational partnerships are a long-term investment to help young people understand careers in transport engineering and help to deliver the Mayor's Education Programme Delivery Plan that followed the Mayor's Education Inquiry.

Education activities delivered by London Transport Museum are open to all schools, while our Partner School Programme is focused on:

- The Royal Greenwich UTC
- Four London Academies Enterprise Trust academies: Nightingale, Aylward, Bexleyheath and Kingsley

Elements of the programme extend to Uxbridge College and the STEM Sixth Form Academy Tech City. We are also actively

supporting the new Sir Simon Milton UTC in Westminster, due to open in 2016, in conjunction with Network Rail, which is the lead employer sponsor.

The Partner School Programme works with schools to develop employability skills in young people, to give them insights into the world of work and encourage them to pursue STEM subjects. The programme includes supplying guest speakers, an Apprentice Insight event and responding to requests from partner schools.

TfL School Challenge: Classroom to Boardroom

This activity consists of a real world TfL challenge being given to a group of students from our partner schools. They work on this challenge for a week and then present their findings to an audience of our experts.



Participants in the WISE awareness event, November 2013



Students from Aylward and Nightingale Academies participating in the TfL School Challenge

The challenge provides an excellent insight into careers here at TfL for the students and links to our work experience programmes.

The challenge features in the Mayor's Education Inquiry and is run in partnership with Entrepreneurs in Action.

Four school challenges have been completed each year since 2011 with more than 120 students taking part. The challenges have led to more than 30 work experience placements and our suppliers have been active in part-sponsoring the students' networking lunch element of the day.

Owing to the increase in the number of our partner schools, the TfL School Challenge is currently being reviewed. The review will build on the strengths of the current programme and ensure it is providing the right opportunity for schools and students and the best value. The review should be completed by the end of 2014.

Inspire Engineering and Engineering Ambassadors

Inspire Engineering is a schools engagement programme run by London Transport Museum which aims to ignite young people's interest and inspire future careers in transport engineering. It has been jointly funded, since 2011, by the Luke Rees-Pulley Charitable Trust and TfL.

The Museum's collections provide an incredible record of engineering challenges and solutions and make connections between

school students and today's TfL engineers. TfL Engineering Ambassadors who volunteer their time are the heart of the programme.

Inspire Engineering is delivered through workshops at the Museum, the Museum Depot in Acton and via outreach by our Ambassadors to schools. It also features professional development for teachers to increase their understanding of real world engineering.

More than 2,000 students have taken part in the sessions for pre-GCSE pupils at the London Transport Museum Depot since 2011.

These sessions are now supplemented by new primary school workshops at the Museum, enjoyed by more than 300 pupils since launching in mid-2013.

A range of new outreach workshops is taking place with Museum partner schools. All activities are supported by Ambassadors and score more than 90 per cent satisfaction from teachers and pupils.

Since 2011, training and resources for TfL Engineering Ambassadors in partnership with the Science, Technology, Engineering and Mathematics Network (STEMNET) have been improved and the volunteer base has been consolidated through Ambassador engagement events.

Engineering Ambassadors also respond to requests received by us and STEMNET to attend local school careers events and other guest speaking opportunities.



Students demonstrating London Transport Museum's 'Send the Right Signals' engineering interactive for MPs at the STEMNETWORKS event at the House of Commons, October 2013

Inspire Engineering will continue to focus on key moments in the lives of young people where an intervention can have the greatest impact. The Museum will consolidate its programme by piloting initiatives with partner schools, such as the Royal Greenwich UTC and academies. As an example, a programme of one-to-one support from Engineering Ambassadors for A-level students is being scoped.

Depending on funding, the Museum aims to increase experience days at the Depot

from 15 to 45 a year, and to specifically market the programme to girls' schools, as currently, only eight per cent of UK engineers are female.

Looking ahead, we will seek to understand the impact of transition between primary and secondary school on students' STEM engagement and will further develop continuous professional development for teachers.

The Museum is also developing an Inspire Engineering for Families programme to link the key learning relationship between parents and their children to activity with schools.

Royal Greenwich UTC

This is a new educational institution for 14 to 19-year-olds, offering them the opportunity to specialise in construction or engineering. The UTC is sponsored by the Royal Borough

‘It is vital that young people are equipped with the skills and qualifications they need to find jobs, forge careers and contribute to London’s growing economy. Royal Greenwich UTC is nurturing the next generation of home-grown talent who will build our railways, design our houses and mastermind our transport and regeneration projects; I wish them every success.’

**Mayor of London,
Boris Johnson**

of Greenwich, the University of Greenwich, the Wates Group – a construction services and development company – and TfL. Our sponsorship is non-financial.

The Royal Greenwich UTC opened in September 2013 and was the first UTC to open with a full cohort of year 10 and 12 students. Our support has included:

- Recruiting students and teachers
- Donating a former Circle line Tube carriage to give students hands-on engineering experience in their school grounds
- Donating two Cycle Hire bikes for an engineering project
- Donating a V8 engine from an impounded limousine

Furthermore, our staff and UTC students have taken part in the following activities:

- UTC Inspire Engineering event at the Museum’s Depot in Acton
- Construction day at the UTC
- UTC TfL School Challenge: Classroom to Boardroom
- Guest speaking about engineering



Mayor Boris Johnson joins students at the opening of the Royal Greenwich UTC, October 2013

We are working with the Department for Education, the GLA, the Baker Dearing Educational Trust and other transport industry organisations to support and advocate more UTCs. This is one way to ensure that young people have the skills they need for the world of work and are inspired to work in industries that have skills shortages.

King’s Cross Engineering Trail

In 2012, the Association for Consultancy and Engineering, in collaboration with London Underground and other organisations involved in the regeneration of King’s Cross, launched an interactive app that can be used by young people to learn more about key sites and the story of the 13-year regeneration of King’s Cross. Students from the Royal Greenwich UTC attended the launch of the app.

Our work with our suppliers

‘The SLNT requirements prompted us to review our existing recruitment and training practices and the innovative activities that we are now engaged with have enabled us to access new talent pools, engage with the local community and provide even more effective development for our frontline staff.

‘We were initially cautious about how this could practically be embedded into our business. However, with the support of the SST, we were able not only to deliver against the Mayoral priorities but also to develop a new approach to recruitment and training, which we are now presenting to other areas of the organisation as business as usual.’

Vicky Jones, HR Partner,
Initial Transport Services

Strategic labour needs and training (SLNT) is one of the seven themes of the GLA’s Responsible Procurement (RP) policy.

SLNT requires our suppliers to offer training and employment opportunities for London’s communities. Through our RP programme, we ensure that SLNT provisions are incorporated into contracts where appropriate.

Assistance is available through the co-funded TfL/GLA Supplier Skills Team (SST) that coordinates access and tailored support for suppliers from a range of Government initiatives.

SLNT encourages delivery of a skilled and competent workforce for our suppliers. In turn, this maximises apprenticeship and employment opportunities, ensuring that local communities and those most disadvantaged benefit from our work.

Since 2011 this award-winning programme has been hugely successful in opening up apprenticeship and employment opportunities to disadvantaged Londoners.

Working with more than 100 of our suppliers and a wide range of public sector organisations, industry partners, agencies and institutions we have:

- Enabled almost 1,800 unemployed Londoners to access employment with our suppliers

- Generated 1,500 apprenticeships in almost 20 different apprenticeship frameworks from civil engineering and accounting, to electrical engineering and horticulture in our supply chain

We have also been instrumental in supporting the creation of new apprenticeship frameworks to meet industry skills requirements, including building services, project management and procurement and transport planning.

Our commercial teams and established procurement systems enable us to match future demand requirements with Government and support agencies such as the National Apprenticeship Service, Department for Work and Pensions (DWP) and the Skills Funding Agency.

We will continue to develop effective working relationships with these and other partners to ensure apprenticeship and employment opportunities are maximised and that training is aligned to the needs of suppliers.

We will also continue to contribute to existing industry schemes and support the development of new programmes by working with other key client organisations, Government departments and sector skills agencies.

Highlights

SST invited to give evidence at the DWP Select Committee examining the success of the DWP Work Programme

Government Opportunities Award for Corporate Social Responsibility, 2012

Business in the Community, Race for Opportunity Apprenticeship and Youth Partnership Award, 2012

Finalist Guardian Public Sector Awards Collaboration, 2012

Business in the Community, Race for Opportunity Award for Collaboration, 2013

Employability programmes

‘London Transport Museum’s Route into Work helped us to fulfil our apprentice recruitment. The scheme is truly valuable to both us as an employer and the participants looking for work, engaging with some of the hardest to reach young people in London and allowing us to access their skills.’

**Kim Millen, HR Director,
Cleshar**

Route into Work

This is a four-day accredited pre-employment course for young people who are not in education, employment or training (NEET). It is run by London Transport Museum, in partnership with our SST.

The aim of RIW is to raise personal awareness and support employability skills for young Londoners keen to get into work. The course activities are run throughout the Museum, using the heritage of London’s transport to engage participants.

The course culminates in a presentation by each young person to a supply chain employer who has real work opportunities.



A group of Route into Work participants explore employability through the stories of working life found in the displays at London Transport Museum

‘I was accepted for the job I applied for with Serco and I now have an apprenticeship. If I didn’t go on the Route into Work course I would never have got this apprenticeship.’

**Karl Swahn, Route into
Work Applicant**

The advantage for the employer is that they can draw upon well-prepared candidates for their recruitment process as well as helping make a difference to young Londoners.

Since 2011, 200 young people have taken part in RIW, with a number of our suppliers now using it as a recruitment tool for their apprenticeship and employment opportunities.

By attending the course, 35 per cent of young people have progressed into apprenticeships or employment and 79 per cent of these have sustained their employment for at least 13 weeks. Of participants classed as ex-offenders, 34 per cent have progressed into employment.

We will continue to work closely with employers to ensure that the support from the course is sustained throughout the employment opportunity.

Young people who are NEET have many barriers to finding and sustaining employment.

RIW is one way of helping them make a positive difference to their experience of living and working in the Capital.

The Museum and the SST want even more young people to increase their self-esteem and employability through RIW courses and in 2014, will be identifying sustainable funding and sponsorship opportunities to enable this programme to continue.

RIW helps organisations address their corporate social responsibility ambitions and delivers against responsible recruitment requirements.

DWP Work Programme pilot

A pilot has been developed with six prime contractors – Shaw Trust-CDG, Reed, A4E, Maximus, Seetec and Ingeus – that are delivering the DWP’s flagship welfare reform, the Work Programme, in London. They fund a Work Programme Coordinator in the SST who is a central point of contact for employment opportunities within our supply chain.

Though competitors, the six prime contractors agree a coherent strategy so that we and our suppliers gain access to long-term unemployed Work Programme candidates in London.

From the beginning of 2012, more than 130 long-term unemployed Londoners have begun work with our suppliers through our Work Programme pilot. Working with our suppliers we have filled roles in a range of disciplines including highways operatives, trainee civil engineers and track maintenance operatives.

The partnership's success has been recognised with the 2013 Race for Opportunity Award for Collaboration and has been identified as the most positive example of an employer engaging with the Work Programme by the House of Commons Work and Pensions Committee 2013.

Early figures indicate that more than 70 per cent of Work Programme candidates starting employment through this pilot remain in work for a minimum of six months.

We are committed to continuing this programme, with a view to widening the engagement from the supply chain and so increasing the number of opportunities available to unemployed Londoners.

We will work with the prime contractors to ensure that we are continuously improving our services for suppliers that engage with this work. We will continue to showcase this programme and encourage other organisations to adopt a similar approach.

Ex-offenders: A Fairer Chance

We are committed to ensuring equal opportunities for all Londoners to access the employment and apprenticeship opportunities arising from our work. In particular, we are keen to create access for ex-offenders, as research indicates that employment opportunities enable ex-offenders to re-enter society successfully and reduce the risk of reoffending.

In response, we have developed a successful partnership for targeting ex-offenders with 'A Fairer Chance' (AFC). This is a London-

based, not-for-profit, social enterprise that provides specialist employment and skills interventions for ex-offenders.

AFC is experienced in supporting ex-offenders by working one-on-one to provide the support they need, so that they are fully ready to enter work. By working closely with AFC, and engaging with others, such as the Probation Trust, we have been successful in enabling 40 ex-offenders to access sustainable employment and apprenticeship opportunities with our suppliers.

We are committed to continuing this successful partnership and others like it, so that we can expand the programme and increase the numbers of ex-offenders moving into sustainable employment.

Traineeships

This is a relatively new approach for young people who want to work, but who need extra help to gain an apprenticeship or job. Traineeships will provide the opportunity to develop the skills and workplace experience that employers require.

Traineeships were introduced by the Government in August 2013 for 16 to 24-year-olds (and for young people with learning difficulties via assessments, up to the age of 25). They are aligned with the broader study programmes for 16 to 19-year-olds.

We have recently explored opportunities to develop and introduce this new Government traineeship programme. Our intention is to offer work placements at TfL and through our

supply chain organisations, prioritising young people with the greatest barriers to work. Our first steps are to plan a feasibility study and pilot.

We view the traineeship programme as complementary to our youth engagement and employability programmes.

It is anticipated that in 2014 the pilot will involve 20 traineeship opportunities. Further analysis on resource requirements and the impact of the programme will then be necessary prior to expansion.

Steps into Work

This is a programme that supports individuals with learning disabilities who work towards gaining a BTEC level 1 work skills qualification

while trying out real work placements. The goal is to help individuals achieve paid employment.

Steps into Work represents a new approach to developing sustainable workplace opportunities for young people with complex barriers to employment.

It is a 12-month programme and involves three 11-week unpaid work placements in TfL. Employability skills are developed in a business environment where on-site learning and support is provided.

Since December 2011, 21 students in two cohorts have undertaken the programme bringing the total of work placements within TfL to 60.



Steps into Work students receiving their certificates in December 2013 from Sir Peter Hendy CBE, Mike Bishop (Remploy Director of Service Delivery) and David Byrne (Principal at Barnet and Southgate College)

Work-based apprenticeship schemes

Of those completing the programme in September 2012, 36 per cent secured paid employment within six months, compared with an employment rate of 6.6 per cent for adults with learning disabilities across England. A further 45 per cent of participants continued with further education or training.

The remaining 10 participants joined in January 2013 and completed their programme in December that year. Eight completed the programme, with one student securing paid work prior to completion and one a university place.

Employment and education rates are continuing to be monitored and a further nine students started the programme in January 2014.

Our commitment to supporting the Steps into Work programme remains as strong as ever. Partnered by Remploy and our current educational partner Barnet and Southgate College, we expect to welcome between eight and 12 new students each year, thereby providing valuable experiential learning in both offices and operations.

Apprenticeships are central to raising the UK's industry skills.

The purpose of our apprenticeship schemes is to train those aged 16 and above to achieve a required standard, enabling them to perform a skilled role. It facilitates the acquisition of vocational qualifications while enabling the apprentice to gain practical work place experience. It is, for many young people, a preferred alternative to pursuing an academic route.

Our apprenticeship schemes complement our graduate schemes and are equally important in developing the critical skills required for the future development of London's transport network.

In addition to positions within our supply chain, we have created more than 830 direct apprenticeship opportunities over the past two years, with just under 1,000 participants on apprenticeship schemes at any one time.

Our own apprenticeship schemes cover 15 disciplines including various engineering disciplines, project management, planning, quantity surveying, customer service, rail services, information and communications technology, supervisory schemes and traffic systems.

Five new apprenticeship programmes have been introduced including the first Higher Apprenticeship Scheme – a level 4 framework in project management.

‘Our own apprentices and those in our supply chain are supporting the delivery of the biggest ever modernisation programme on the London Underground network. As we continue to put in new signalling on the network, provide more trains and increase capacity, the apprentices will continue to play a key role as we equip the next generation of transport workers with the skills they will need to provide London with a world-class transport network.’

**Mike Brown MVO,
Managing Director of
London Underground**

In December 2013, for the first time, newly recruited apprentices were brought together with our supply chain apprentices at a networking event that also provided the opportunity to meet Sir Peter Hendy CBE, Commissioner of TfL.

'Apprenticeships are a fantastic way for us to up-skill the future generation of transport workers to keep London moving and to support jobs and growth across the UK. Our transport networks are carrying more people, more efficiently and more reliably than ever and to continue to do so, we need to recruit, train and retain highly skilled people. I recently met apprentices from TfL and from our supply chain and it is great to see how enthusiastic they are about London's transport. They are the future, and I'm extremely proud of all the work they do.'

Sir Peter Hendy CBE,
Commissioner of TfL

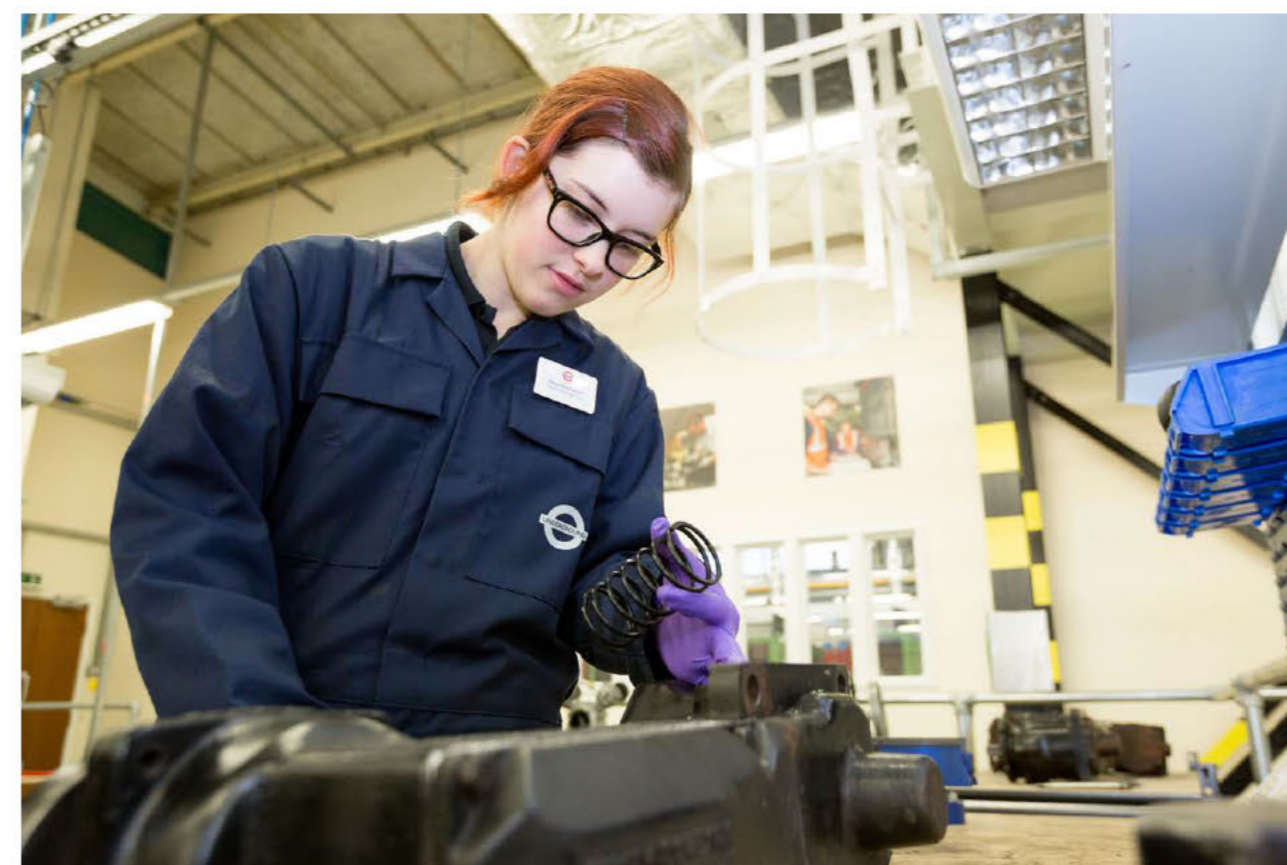
A further seven schemes are in development, which will bring the total range of direct apprenticeship programmes we offer to 22. A particular focus will be on the development of Higher Apprenticeships as an alternative choice for young people to pursuing a university education. We will also expand further our core engineering and planning schemes.

Furthermore, we plan to create 350 additional direct apprenticeship opportunities during 2014/15.

We will be prioritising the implementation of changes as a result of the government reforms on apprenticeships, and are keen to be involved in designing relevant new apprenticeship framework standards for the transport industry.

'I looked for an apprenticeship as a way of getting into the industry as it offers the opportunity to earn and learn at the same time. I have now been with TfL for three months and I look forward to making the most of all the great opportunities that TfL has to offer.'

Khadejah Begum, a TfL Highways Technician Apprentice



Hanna Buckingham, Civil Engineering Apprentice, working on the mechanical maintenance section at our apprenticeship school in Acton

Graduate schemes and internships

Our graduate schemes are a key strategic commitment to develop future talent, with graduates bringing fresh ideas and an innovative outlook to our business.

The schemes are varied and dynamic and are essential in providing critical skill development not only for us, but also for the engineering and transport industry generally.

Our graduate schemes provide employment opportunities for those at an early stage in their careers in London.

Our undergraduate schemes provide paid work experience so young people studying for a degree can gain critical work skills.

We created 216 graduate and undergraduate places from the beginning of 2012 to the end of 2013. At any one time there were up to 220 graduates working in one of 16 different scheme disciplines on graduate or undergraduate programmes.

We have also supported a new UK-wide rail industry internship programme, sponsored by Network Rail. This programme was introduced to provide unemployed graduates with employability skills and paid work place experience.

We have provided work placements for 14 unemployed graduates, 36 per cent of whom have gone on to secure a permanent place on our graduate programme.



Sir Peter Henty CBE meeting graduates at our 2013 induction welcome event

'I've now been on my scheme for two years and have had the opportunity to work on some amazing projects, such as the Olympic Route Network and Bond Street station. I'm currently working on the expansion of Cycle Hire to south west London. Being able to move across different parts of the organisation has given me the opportunity to see the depth of work it takes to move millions of people around London every day. TfL's graduate scheme has been fantastic and I would recommend any of the schemes to people considering a future in transport.'

Jonathan King,
TfL Civil Engineer
Graduate Trainee

The greatest ever number of graduate opportunities has been created for our 2014 intake, with a total of 161 new graduate and undergraduate roles on offer to start in September 2014. Assuming all places are filled, we will have in excess of 280 graduates on our schemes from autumn 2014.

We will continue to reach out to young people from under-represented groups encouraging them to apply for our graduate roles through links with organisations such as:

- Young London Working, a charity that works with unemployed young Londoners to help them achieve sustained employment
- PosAbility Magazine, whose main focus is highlighting opportunities available to individuals with disabilities, inspiring and motivating them

Graduate schemes in 2014 will cover 18 different disciplines including various engineering disciplines, project management, transport planning, quantity surveying, commercial procurement, finance, operational management, customer experience, and marketing and communications.

External placements with our contractors and suppliers will be incorporated into existing schemes and new graduate schemes will be designed in traffic control systems.

We will continue to support the UK-wide Rail Industry internship programme.

Future skills development

The TfL Learning Zone provides a range of programmes for our staff in English, maths, English as a second language, beginners' IT and support for employees with dyslexia and other specific learning disabilities.

Members of staff can study for and gain a number of qualifications in these areas at a range of levels, from entry level up to level 2 and GCSEs. This support is delivered either one-to-one or in the classroom. Since 2011 online literacy and numeracy support is provided through a partnership with Learn Direct.

National initiatives such as Maths Champions, the Six Book Challenge and Adult Learners' Week are also promoted across the organisation.

Work with internal stakeholders and union learning representatives has raised the profile of the programme's online access as well as direct support. We have 25 registered Maths Champions helping colleagues overcome the maths fear factor and our TfL Maths Tutor was invited to write a blog about workplace maths for the National Institute of Adult Continuing Education.

Hundreds of our staff have participated in the annual Six Book Challenge, a national initiative encouraging adults to read and improve their literacy. Our people have also starred in three short films about literacy for the BBC's Skillswise campaign.



107 colleagues gained a qualification via the Learning Zone between January 2012 and December 2013

Our Dyslexia Specialist appeared before an all-party parliamentary group to speak about neurodiversity in the transport industry and software company Texthelp selected our dyslexia class to star in its training videos.

Building on this work, our Learning Zone will be introducing new English and maths 'bite-sized' qualifications, allowing more colleagues to gain qualifications in the subjects they need.

Further use will be made of technology such as apps and social media to support the literacy and numeracy needs of employees and our Learning Zone will continue to work with union learning representatives and other stakeholders.

National Vocational Qualifications (NVQs)

NVQs have been the nationally recognised sector qualifications for many years and we have supported our staff in gaining them in a number of areas, as a benchmark standard of knowledge and competence.

Since 2011, 389 London Underground colleagues have gained an NVQ Assessor qualification to enable them to assess competence in the workplace.

Furthermore, by the end of 2013, 217 London Underground employees had gained NVQ coaching qualifications to enable them to help their colleagues improve competence and performance.

A further 33 BTEC qualifications have been awarded in areas such as electrical engineering, civil and railway engineering and highways.

In our support areas, 43 employees have gained NVQs in subjects such as supply chain management, purchasing and supply and health and safety.

Within Surface Transport, the London Streets Traffic Control Centre has become the first control centre in the country to introduce the NVQ level 3 award in traffic management. Four colleagues are now accredited assessors and 56 are scheduled to take the qualification.

Within London Buses, 44 Revenue Protection Inspectors have completed the level 2 award in customer service. A further 268 Surface Transport colleagues have achieved the level 1 award in managing health and safety and 123 have gained the level 2 award. In addition, 40 employees have secured a level 3 award in community safety and 45 have achieved a level 2 award in conflict management.

We are convinced of the value of continuous learning and development for all members of staff within the organisation and will continue to support our staff in the achievement of formal qualifications.

Foundation degree in railway engineering

This degree in railway engineering is designed to provide academic progression for experienced rail employees who have worked for a significant time in the industry, but who are seeking to extend their knowledge and achieve a recognised academic qualification.

Conclusion

It specifically addresses railway signalling, in which the UK has a critical skill shortage.

The course runs for two-and-half years and is delivered via a combination of classroom tuition and work-based assignments.

Since the end of 2011 we have worked with Sheffield Hallam University in tailoring their existing foundation degree to meet the needs of those who work on the Underground. This work was completed at the end of 2012 and a pilot course began in January 2013. Twenty London Underground and former Tube Lines employees who work in signal engineering were selected to join the programme.

The academic element of the course runs part time at our Acton Signalling Training School for four days each month. Colleagues are also allocated trained mentors from our organisation to support them through the intensive programme.

'I signed up to the course as the business is evolving to use more and more modern techniques and equipment. The only way to keep up with these is to keep learning.'

Peter Keil, Asset Performance Directorate Systems Engineer

The 20 pilot participants are due to complete their foundation degree in summer 2015. During 2014 we will undertake an impact analysis with a view to extending the programme to other members of staff. This analysis will include improvements to the degree syllabus and course content and a review of the structure of the programme.



Pilot participants join scheme personnel as they begin their foundation degree in signal engineering

The demands on London's transport system are huge and complex. The priorities summarised in our Skills and Employment Strategy will help us rise to those challenges. Opportunities to learn and work with us and our partner organisations are valuable and can provide among the most exciting career experiences in the UK.



Summary of harmonised workstreams for 2014

Theme	Workstreams from 2012 report	Harmonised workstreams in 2014 report
Staff	3b NVQ 2-3/ Competence assurance	NVQs
	3d Basic skills	Future skills development
	4a Greater visibility of long-term skills requirements across TfL	Long-term skills requirements
	5b Graduate scheme and sponsorship	Graduate schemes and internships
	5c Work-based apprenticeship schemes	Work-based apprenticeship schemes
	5d Employability programmes	Employability programmes
Education	6a University/college partnerships combined with 3d, 5b, 5c, 5d, 8a, 8b and 8d	Educational partnerships
	7c National Skills Academy	Professional body partnerships
	8a TfL STEM and Employability programme	Educational partnerships
	8b TfL Inspire Engineering (formerly TfL 500)	Educational partnerships
	8d Steps into Work	Employability programmes
Supply chain	9a SLNT requirements and processes (combined with 9b)	Our work with our suppliers
	9b SSM (combined with 9a)	Our work with our suppliers
Industry	13a Industry study and model	Long-term skills requirements

Sources

Royal Academy of Engineering (RAE) 'Jobs and growth; the importance of engineering skills to the UK economy'
www.raeng.org.uk

Professor John Perkins' Review of Engineering Skills
www.gov.uk

GLA Responsible Procurement Policy
www.london.gov.uk/rp

Mayor of London's Jobs and Growth Plan April 2013

The Mayor's Education Inquiry

The Mayor's Education Programme Delivery Plan
www.london.gov.uk

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Windsor House
42–50 Victoria Street
London SW1H 0TL

April 2014

tfl.gov.uk

DJ14001_SkillsEmploymentStrategy_WEB

APPENDIX 2 TO SCHEDULE 15

SLNT Plan Template

Please complete the following table outlining how you intend to meet your SLNT commitments.

Table 1:

SLNT Activity Breakdown								
SLNT Activity Area	Priority Output	Year 1	Year 2	Year 3	Year 4	Totals	Cross Check	
							SLNT Value	SLNT Totals
Apprenticeships								
- Apprentices Job Start (FTE)	Y					0	1	0
- Workless Apprentices Job Start (FTE)	Y					0	1	0
- Apprentice Start (Existing Staff)	Y					0	1	0
Worklessness								
- Workless Job Starts (FTE)						0	1	0
- Workless Graduate Job Start (FTE)						0	1	0
Educational/Career Support								
- Placement Positions (Days)						0	20	0
- School Engagement (Days)						0	20	0
Job Creation								
- Job Start (non-workless) (FTE)						0	1	0
						Total SLNT Activity		0
						Priority Activities		0

Please detail any information or assumptions relevant to the above outputs you have indicated as meeting your SLNT requirements:

Additional Information/ Assumptions (max 250 words)

Content:

Strategic Labour Needs and Training Method Statement

Referring to the SLNT Activity Breakdown outlined in Table 1, please describe the activities you will undertake in each of the SLNT areas. This should include further detail for each of the areas detailed below:

- The qualifications and training programmes you have identified;
- Named staff resource you will be deploying to support the activity;
- External funding streams you have identified to support the activity;
- Assumptions made in preparing proposed activities;
- Any input you require from TfL to undertake these activities.

Any areas where you are not proposing to undertake activity should be left blank.

You may use up to 250 words in each of the following boxes.

Apprentice Job Start

Content:

Workless Apprentice Job Start

Content:

Apprentice Start (Existing Staff)

Content:

Workless Job Start

Content:

Workless Graduate Job Start

Content:

Placement Positions

Content:

School Engagement

Content:

Job Start (non-workless)

Content:

APPENDIX 3 TO SCHEDULE 15

Initial SLNT Plan

SLNT Plan Template

Please complete the following table outlining how you intend to meet your SLNT commitments.

Table 1:

SLNT Activity Breakdown								Cross Check		
SLNT Activity Area	Priority Output	Year 1	Year 2	Year 3	Year 4	Year 5	Totals	SLNT Value	SLNT Totals	
Apprenticeships										
- Apprentices Job Start (FTE)	Y	1	1	1	1	1	5	1	5	
- Workless Apprentice Job Start (FTE)	Y	1	1	1	1	1	5	1	5	
- Apprentices Start (Existing Staff)	Y	1	1	1	1	1	5	1	5	
Worklessness										
- Workless Job Starts (FTE)	Y	2	2	2	2	2	10	1	10	
- Workless Graduate Job Start (FTE)	Y	0	0	0	0	0	0	1	0	
Educational /Career Support										
- Placement Positions (Days)		0	0	0	0	0	0	1	0	
- School Engagement (Days)		0	0	0	0	0	0	1	0	
Job Creation										
Job Start non-worklessness) (FTE)		0	0	0	0	0	0	1	0	
								Total SLNT Activity		25
								Priority Activities		25

Please detail any information or assumptions relevant to the above outputs you have indicated as meeting your SLNT requirements:

Additional Information/Assumptions (max 250 words)

In populating the above SLNT table, we have assumed a contract value of circa [REDACTED] per annum over five years (additional Year 5 column incorporated in tender template). The final agreed SLNT Plan will include any adjustments to the table necessary to reflect the final agreed contract value.

We have also included the table below to illustrate Cleshar's current SLNT commitments across all its Transport for London (TfL) contracts as at November 2018, and to illustrate our current quarterly reporting mechanism.

Dependent on work volumes, Cleshar continuously seeks to increase the number of new entrants falling under the SLNT heading, and we continue to work with our clients, including TfL, in growing our activities in this area so as to maximise the number of opportunities we are able to offer to disadvantaged, and often overlooked, members of society.

Cleshar's efforts in the SLNT arena were recognised by being shortlisted for the award of 'Best Scheme for Increasing those Underrepresented in the Workplace' at the Transport for London Supplier Awards 2017.

[171 words]

SLNT Reporting Table									
Organisation	Cleshar								
TfL Contract / Project	TfL CCS Group plc								
Date	15/10/2018								
SLNT Reporting Period	Q2: >15 October 2018								
SLNT Activity Area	Priority Output	Annual Target	Annual Forecast	Outputs this Period	Total Outputs to date	Cross Check		Additional Detail / Information	
						SLNT Value	SLNT Totals		
Apprentices (monitoring data to be provided on Sheet 3)									
Apprentices Job Start (FTE)	Y	6	6	0	3	1	3		
Workless Apprentice Job Start (FTE)	Y	6	6	0	8	1	8		
Apprentice Start (Existing Staff)	Y	6	6	1	0	1	1		
Worklessness (monitoring data to be provided on Sheet 2)									
Workless Job Starts (FTE)		4	4	1	24	1	24		
Workless Graduate Job Start (FTE)		1	1	0	0	1	0		
Educational/Career Support (monitoring data for placements to be provided on Sheet 2)									
Placement Positions (no. of days)		20	20	0	0	20	0		
School Engagement (no. of days)		2	2	0	0	20	0		
Job Creation (monitoring data to be provided on Sheet 2)									
Job Start (non-workless) (FTE)		3	3	0	0	1	0		
						Total SLNT Activity	36		
						Priority Activities	36		
Additional Information									
Highlights: Please provide further information on the activities undertaken in this reporting period. This could include a summary of the apprenticeships/job starts delivered, key partners/organisations that you have engaged with, schools/career fairs attended and placements offered.									
1. Cleshar is committed to the BiTE programme and has identified placements for 14 individuals and vacancies for 10, working across the departments within the organisation. Project Commencement 12 November 2018, Apprentice Starts January 2019.									
2. Cleshar is committed to staff retention by way of maintaining a working environment which supports current staff in remaining with the company, offering degrees and or apprenticeships.									

Strategic Labour Needs and Training Method Statement

Referring to the SLNT Activity Breakdown outlined in Table 1, please describe the activities you will undertake in each of the SLNT areas. This should include further detail for each of the areas detailed below:

- The qualifications and training programmes you have identified;
- Named staff resource you will be deploying to support the activity;
- External funding streams you have identified to support the activity;
- Assumptions made in preparing proposed activities;
- Any input you require from TfL to undertake these activities.

Any areas where you are not proposing to undertake activity should be left blank.

You may use up to 250 words in each of the following boxes.

Apprentice Job Start

We source apprentices through a number of activities including, but not limited to:

- Our attendance at Apprenticeship Fairs
- Liaising directly with apprentice training providers
- Liaising with charities that exist to promote employment opportunities to disadvantaged members of society.

Delivery of apprenticeship training and mentoring is split between 'on the job' learning, skills training and college learning.

Our in-house Cleshar Academy, with a team of accredited trainers/assessors, supports our employees with industry specific training and development.

We offer work experience placements to schools with a view to offering apprenticeships. We engage, through Innovate TfL Schools Challenge, with local schools to explain the rail industry, and to promote the career opportunities it offers, in more detail. Additionally, we have participated in some mock interviews at local schools.

Cleshar managers from various departments have delivered presentations to reflect the various job roles available within the rail industry and will continue to work with TfL to do more of these types of activities.

Apprenticeship partners for apprenticeships include:

- College of North East London (CONEL)
 - Rail Engineering Level 2 NVQ = Skilled Plate Layer (LU) or Trackman (NR)
 - Stores and Warehousing Management Level 2 NVQ = Depot/Stores Assistant
 - Business Administration Level 2 and 3 NVQs = Multiple support services
- Chartered Surveyors Training Trust (CSTT)
 - Quantity Surveying = QS Trainee/Assistant
- Chartered Institute of Personnel Development (CIPD)
 - Levels – Foundation, Intermediate and Advanced Diplomas in Human Resource Management

Funding for a number of the above apprenticeships is sourced from the Apprenticeship Levy.

[249 words]

Workless Apprentice Job Start

We source workless apprentices through a number of activities including, but not limited to:

- Our attendance at Apprenticeship Fairs
- Liaising directly with apprentice training providers
- Liaising with charities that exist to promote employment opportunities to disadvantaged members of society.

Delivery of apprenticeship training and mentoring is split between 'on the job' learning, skills training and college learning.

Our in-house Cleshar Academy, with a team of accredited trainers/assessors, supports our employees with industry-specific training and development.

We offer work experience placements to schools with a view to offering apprenticeships. Through Innovate TfL Schools Challenge, we engage with local schools to explain the rail industry, and to promote the career opportunities it offers in more detail. Additionally, we have participated in some mock interviews at local schools.

Cleshar managers from various departments have delivered presentations to reflect the various job roles available within the industry, and we will continue to work with Innovate TfL Schools Challenge to participate in more of these types of activities.

To date, over 90% of our workless apprentices have been recruited through TfL's 'Route into Work' Programme. We have had limited success filling 'non-track' apprenticeships, but remain committed to continuing our efforts in this area.

Additionally, Cleshar was delighted to participate in TfL's successful entry into the Lord Mayor of London's 'Dragon Award' scheme in 2016 with one of our apprentices that year being invited to appear in a video highlighting TfL's success.

We will continue to work with our external training providers to deliver these programmes.

[250 words]

Apprentice Start (Existing Staff)

Chartered Institute of Professional Development (CIPD) – in 2019 we will have a number of staff who will be studying for CIPD qualifications which are supported by the apprenticeship standards, and will form part of our SLNT commitment.

We have staff who are currently studying for a degree in Quantity Surveying and a number of members of staff in our finance team who are studying for ACCA and CIMA qualifications. Therefore, it is evident that Cleshar is proactive in the areas of identifying and, through training, up-skilling its staff to the mutual benefit of both parties.

The training requirements of our existing staff are captured as part of our Performance Development Review (PDR) process and such training may fall into this category.

[121 words]

Workless Job Start

All new job roles, particularly entry level roles, are considered for SLNT-focused recruitment, and we pay particular attention to recruiting from local communities in which we operate.

We look to recruit candidates, both experienced and inexperienced, through Open Days, advertising on social media, job centres, working with local colleges and, for specialist roles, through agencies.

TfL's Supplier Skills Training (SST) and organisations, such as Stamford Hill (Network Rail), the College for North East London (now Capital City College Training) and Action West London, are just some of the partners that have assisted us, and continue to assist us in recruiting and supporting ex-offenders to turn their lives around and provide them with specialist skills training and long-term employment.

Ex-offenders are a group that are often stigmatised and overlooked when it comes to identifying suitable resources for employment. Cleshar is pleased that its activities give rise to a range of roles to which ex-offenders are potentially well suited.

[157 words]

Workless Graduate Job Start

We have taken on a number of graduates and have provided them with their first career opportunity. All roles in the organisation are considered to determine whether they may be suitable for a graduate prior to commencing any recruitment activity.

We also consider graduates for suitable vacancies that may arise through a number of colleges and universities with which we have connections, as well as through agencies (e.g. REED). We provide mentoring, 'on the job' experience and release them for college study and examinations. This has resulted in them attaining higher level qualifications (an example being two of our employees who completed their Royal Institute of Chartered Surveyors (RICS) accreditation).

This is a highly rewarding programme that we will continue to develop as the company grows. An additional benefit of recruiting, and subsequently developing graduates, is that they contribute to our succession planning and bring 'fresh minds' to the wider rail industry to our mutual benefit.

[156 words]

Placement Positions

We work closely with TfL's BAME into Transportation and Engineering (BiTE) programme, local schools (e.g. Cardinal Pole), colleges (e.g. Uxbridge), various employment agencies, and even our own staff, to identify and offer placement opportunities that afford candidates a carefully controlled insight into the rail industry. The fields in which we offer such placements include civil engineering, rail engineering, vegetation management, health and safety and office/administration activities.

In 2016/17 we received five requests from our own staff for placements for their sons and daughters which we were delighted to have been in a position to fulfil. By Cleshar being open to offering such placements, it assists both the company, and the wider rail industry, in introducing young people to experiences that they may well go on to develop into full careers.

[130 words]

School Engagement

- Uxbridge College – career awareness presentation and work experience placement programmes.
- Innovate TfL Schools Challenge – four finalist school groups are invited to present innovative methods/techniques relevant to creating a better rail industry, sponsored and supported by Cleshar. Members of Cleshar's senior managers form part of the judging panel.
- Cardinal Pole Academy – Director's visit as part of the Innovate TfL Schools Challenge.
- Junior Schools Rail Workshops – visits by senior members of Cleshar to introduce young people (10 to 12 years old) to concepts of rail safety, the rail environment and rail

engineering. We have also hosted various schools, using our mock-up LU tunnel environment and track layouts to give them a greater understanding of the physical rail environment in which engineers operate.

- BAME into Transportation and Engineering (BiTE) – under this programme, which we actively support, we offered to host 14 young people for two weeks to afford them insight into the various activities undertaken by a contracting organisation in the rail industry. At the end of their tenure, we looked to place a number of them into full apprenticeships, having identified 10 positions across Cleshar.

[183 words]



Innovate TfL Schools Challenge final



BAME into Transportation and Engineering (BiTE) programme

Job Start (non-workless)

We identify any new job roles, which could potentially be filled by a non-workless person, as part of our commitment. We always assess such individuals for priority SLNT recruitment.

However, it is sometimes the case that new roles need to be filled by candidates with the relevant and necessary experience, and so they may not be open to non-workless candidates.

We advertise these roles through our website, Indeed website and our usual recruitment processes, using recruitment agencies where necessary, word of mouth, training providers and TfL's Supplier Skills Team (SST).

[90 words]

APPENDIX 4 TO SCHEDULE 15

Implementation Plan

SLNT Implementation Plan

1. Contact Information

TfL Contract

Supplier Skills Manager

Company
Contract Manager
TfL Stakeholder / SRM

SLNT Co-ordinator
Contact Phone Number
Contact Email

Reporting Requirements Quarterly / Monthly / Periodically

Report Period

Implementation Plan Review Date

2. Overview and Background

2.1 - Overview: Please provide an overview of the contract / project to which the SLNT requirements have been applied

[Redacted area for 2.1 - Overview]

2.2 - Method: Please outline how you will deliver your SLNT requirements with particular focus on TfL priority outputs

[Redacted area for 2.2 - Method]

2.3 - Forecasted Outputs: Please indicate in the table below forecasted SLNT outputs

	Worklessness			New Entrants			Trainee's		Current workforce		Educational Activities
	Apprenticeship (FTE)	Job Starts (FTE)	Placement Positions	Apprenticeship (FTE)	Job Starts (FTE)	Graduates (FTE)	Placement Positions (Nos)	Taster Positions (Nos)	Adult Apprenticeships	Workforce Skills (days)	
Previous Year											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											
January											
February											
March											
Annual Total	0	0	0	0	0	0	0	0	0	0	0
Future Years											
TOTAL	0	0	0	0	0	0	0	0	0	0	0

2.4 - Milestones: Please detail key milestones related to the delivery of your SLNT outputs

Milestone 1		Milestone 6	
Milestone 2		Milestone 7	
Milestone 3		Milestone 8	
Milestone 4		Milestone 9	
Milestone 5		Milestone 10	

2.5 - Partners: Please detail any partner organisations that will assist you in your SLNT delivery (Organisation and Key Contact)

Partner 1		Partner 6	
Partner 2		Partner 7	
Partner 3		Partner 8	
Partner 4		Partner 9	
Partner 5		Partner 10	

3. Risks: Please detail any risks and associated mitigation measures for the delivery of your SLNT requirements

	Risk	Likelihood	Risk Mitigation
1			
2			
3			
4			
5			

4. Communications: Please outline any planned SLNT communication, events or publications (internal and external) and how TfL will be notified

5. Monitoring: You are required to complete the two monitoring templates attached to this document (Sheets 1 and 2 of this document)

1. **SLNT Monitoring Form** - Outlines SLNT outputs for each reporting period
2. **Job Start Monitoring Form** - Outlines specific information for TfL Priority SLNT outputs

6. Sign Off:

Suppliers SLNT Co-ordinator (Name)	Signature	Date
TfL Supplier Skills Manager (Name)	Signature	Date

Implementation Plan Review Date

APPENDIX 5 TO SCHEDULE 15

Monthly SLNT Monitoring Report Template

SLNT Monitoring Form						
Organisation						
TfL Contract / Project						
Date						
SLNT Reporting Period						
SLNT Category	TfL Priority	Numbers				Additional Detail / Information
		Annual Target	Annual Forecast	Outputs this Period	Outputs To Date	
Apprenticeships						
- Apprentices Job Start (FTE)	Y	0	0	0	0	
- Workless Apprentices Job Start (FTE)	Y	0	0	0	0	
- Apprentice Start (Existing Staff)	Y	0	0	0	0	
Worklessness						
- Workless Job Starts (FTE)		0	0	0	0	
- Workless Graduate Job Start (FTE)		0	0	0	0	
Educational/Career Support						
- Placement Positions (Days)		0	0	0	0	
- School Engagement (Days)		0	0	0	0	
Job Creation						
- Job Start (non-workless) (FTE)		0	0	0	0	
				Total SLNT Activity	0	0
				Priority Activities	0	0
Additional Information						
Highlights						
Issues / Concerns / Risks						

Job Start Monitoring Form

(To be Completed and Submitted with the SLNT Monitoring Form)

Job Start Monitoring Form										Quarter / Date	Quarter 1 - 2010/11
										Job Starts (Total)	0
										Worklessness Job Starts	0
										Apprenticeship Job Starts	0
Individual Worklessness and Apprenticeship Job Start Information											
Name / Employee No.	Worklessness	Apprentice	Start Date	Postcode	DOB	Gender	Ethnic Origin	Disability	Criminal Conviction	Job Title	Job Type

SCHEDULE 16: MOBILISATION REQUIREMENTS

1. The Supplier shall comply with:
 - (A) the Contract Mobilisation and Transition Plan set out at Appendix 1 (Contract Mobilisation and Transition Plan) to this Schedule 16 (Mobilisation Requirements); and
 - (B) the Business Continuity Plan.

4. Without prejudice to the generality of paragraph 1:
 - (A) the Supplier's mobilisation team shall attend mobilisation/transition meetings chaired by the Company as will be scheduled by the Company and notified to the Supplier; and
 - (B) the Parties shall hold a daily conference call at a set time. The Supplier shall participate in this call and provide daily verbal updates.

5. In the event that the Supplier considers that there is likely to be a delay in carrying out any of the activities contained within the Contract Mobilisation and Transition Plan or Business Continuity Plan, it shall immediately notify the Company and provide its proposals to the Company for review and approval as to how it will mitigate the impacts of any such delay. The Supplier will thereafter comply with any such proposals as approved by the Company. Any failure by the Supplier to comply with this obligation shall be dealt with in accordance with Schedule 11 (Performance Measurement).

6. In the event that the Company considers at any time that there is likely to be a delay in carrying out any of the activities contained within the Contract Mobilisation and Transition Plan it may ask the Supplier to identify the reasons for such delay and immediately provide its proposals to the Company for review and approval as to how it will mitigate the impacts of any such delay. The Supplier will thereafter comply with any such proposals as approved by the Company. Any failure by the Supplier to comply with this obligation shall (without prejudice to Company's other rights and remedies) be dealt with under the Escalation Procedure in accordance with Schedule 11 (Performance Measurement).

7. Without prejudice to the generality of the above, the Supplier shall at all times:
 - (A) establish and maintain a statutory aspects inspection and compliance schedule and register; and
 - (B) ensure it understands and applies the Company's permit to work system.

Appendix 1: Contract Mobilisation and Transition Plan



T1 Mobilisation Plan Lot 2 - 00916 Track Cleaning and Graffiti_rev2



Activity ID	Activity Name	Original Duration	Start	Finish	Calendar	2019				2020			
						Nov	Dec	Jan	Feb	Nov	Dec	Jan	Feb
T1 Mobilisation Plan Lot 2 - 00916 Track Cleaning and Graffiti_rev2						01-Feb-2020 08:00, T1 Mobilisation Plan Lot							
A1000	Contract Award Notification	0d	19-Nov-2019 08:00		5x8hr-Days-H	Contract Award Notification							
A1020	Standstill period	9d	19-Nov-2019 08:00	29-Nov-2019 17:00	5x8hr-Days-H	Standstill period							
A1050	Mobilisation Period	37d	02-Dec-2019 08:00	31-Jan-2020 17:00	5x8hr-Days-H	Mobilisation Period							
A1990	Services Commencement Date	0d	01-Feb-2020 08:00*		7 Day Working Hours	Services Commencement Date							
A - Mobilisation & Transition Customer Relationship Management						24-Jan-2020 17:00, A - Mobilisation & Transition Customer R							
A1040	Formal introductions of teams post contract award	5d	13-Dec-2019 08:00	19-Dec-2019 17:00	5x8hr-Days-H	Formal introductions of teams post contract award							
A1070	Collaboration/Team Building Workshops	3d	20-Dec-2019 08:00	03-Jan-2020 17:00	5x8hr-Days-H	Collaboration/Team Building Workshops							
A1080	Produce Communication plan for mobilisation and transition phase	10d	20-Dec-2019 08:00	14-Jan-2020 17:00	5x8hr-Days-H	Produce Communication plan for mobilisation and transition phase							
A1090	Agree circulation of RAG report and mobilisation reporting	5d	06-Jan-2020 08:00	10-Jan-2020 17:00	5x8hr-Days-H	Agree circulation of RAG report and mobilisation reporting							
A1440	Agree risk register for mobilisation and transition	5d	13-Jan-2020 08:00	17-Jan-2020 17:00	5x8hr-Days-H	Agree risk register for mobilisation and transition							
A1640	Agenda and frequency timetable agreed for ongoing key relationship meetings	5d	20-Jan-2020 08:00	24-Jan-2020 17:00	5x8hr-Days-H	Agenda and frequency timetable agreed for ongoing key rela							
B - Information Management/IT/Systems Implementation						30-Jan-2020 17:00, B - Information Management/I							
A1100	Familiarisation of TFL current Asset Management Software	15d	06-Jan-2020 08:00	24-Jan-2020 17:00	5x8hr-Days-H	Familiarisation of TFL current Asset Management Software							
A1720	Resource Management Portal (RMP) development for services	3d	20-Jan-2020 08:00	22-Jan-2020 17:00	5x8hr-Days-H	Resource Management Portal (RMP) development for services							
A1810	IT/System training and awareness	3d	23-Jan-2020 08:00	27-Jan-2020 17:00	5x8hr-Days-H	IT/System training and awareness							
A1900	Software/IT system & Help desk training	5d	23-Jan-2020 08:00	29-Jan-2020 17:00	5x8hr-Days-H	Software/IT system & Help desk training							
A1970	Tablet/hardware requirements assessed and provided	1d	30-Jan-2020 08:00	30-Jan-2020 17:00	5x8hr-Days-H	Tablet/hardware requirements assessed and provi							
C - Human Resources						27-Jan-2020 17:00, C - Human Resources							
A1110	Review additional TUPE responses from incumbent organisations	5d	06-Jan-2020 08:00	10-Jan-2020 17:00	5x8hr-Days-H	Review additional TUPE responses from incumbent organisations							
A1530	Gaps in directly employed labour requirements received from Account manager and recruit	5d	13-Jan-2020 08:00	17-Jan-2020 17:00	5x8hr-Days-H	Gaps in directly employed labour requirements received from Account ma							
A1540	Gaps in managerial positions identified and recruitment	5d	13-Jan-2020 08:00	17-Jan-2020 17:00	5x8hr-Days-H	Gaps in managerial positions identified and recruitment							
A1520	Meet existing incumbent contractor and arrange for individuals' transfers including portfolios	3d	15-Jan-2020 08:00	17-Jan-2020 17:00	5x8hr-Days-H	Meet existing incumbent contractor and arrange for individuals' transfers in							
A1610	Individual contracts in place	1d	20-Jan-2020 08:00	20-Jan-2020 17:00	5x8hr-Days-H	Individual contracts in place							
A1730	Inductions - Cleshar company, depot, etc.	4d	21-Jan-2020 08:00	24-Jan-2020 17:00	5x8hr-Days-H	Inductions - Cleshar company, depot, etc.							
A1820	Contract briefings - behavioural ethos	5d	21-Jan-2020 08:00	27-Jan-2020 17:00	5x8hr-Days-H	Contract briefings - behavioural ethos							
D - Office & Depot /Stores Facilities						31-Jan-2020 17:00, D - Office & Depot /Stores F							
A1120	Review plans and arrangements for offices	1d	06-Jan-2020 08:00	06-Jan-2020 17:00	5x8hr-Days-H	Review plans and arrangements for offices							
A1270	Establish waste disposal facility	1d	06-Jan-2020 08:00	06-Jan-2020 17:00	5x8hr-Days-H	Establish waste disposal facility							
A1240	Offices furnished, fit out, IT and comms as necessary	1d	07-Jan-2020 08:00	07-Jan-2020 17:00	5x8hr-Days-H	Offices furnished, fit out, IT and comms as necessary							
A1250	Increase cleaning stores at depot	2d	07-Jan-2020 08:00	08-Jan-2020 17:00	5x8hr-Days-H	Increase cleaning stores at depot							
A1260	Establish briefing room	1d	07-Jan-2020 08:00	07-Jan-2020 17:00	5x8hr-Days-H	Establish briefing room							
A1310	Establish offices' furniture requirements, hardware, printers copiers, etc., fit out, IT and comm	1d	08-Jan-2020 08:00	08-Jan-2020 17:00	5x8hr-Days-H	Establish offices' furniture requirements, hardware, printers copiers, etc., fit out, IT and con							
A1650	Establish waste collection programme	5d	20-Jan-2020 08:00	24-Jan-2020 17:00	5x8hr-Days-H	Establish waste collection programme							
A1830	Organise and deliver building inductions and safety requirements (Fire Wardens, muster pair	5d	27-Jan-2020 08:00	31-Jan-2020 17:00	5x8hr-Days-H	Organise and deliver building inductions and safe							
E - HSQE						30-Jan-2020 17:00, E - HSQE							
A1130	Pre-start meeting with clients HSQE team	1d	06-Jan-2020 08:00	06-Jan-2020 17:00	5x8hr-Days-H	Pre-start meeting with clients HSQE team							
A1280	Establish reporting protocol and agree documentation plan	1d	07-Jan-2020 08:00	07-Jan-2020 17:00	5x8hr-Days-H	Establish reporting protocol and agree documentation plan							
A1330	Agree waste management plan with client	1d	07-Jan-2020 08:00	07-Jan-2020 17:00	5x8hr-Days-H	Agree waste management plan with client							
A1320	Agreement of suppliers' organisation and arrangements for HSQE	1d	08-Jan-2020 08:00	08-Jan-2020 17:00	5x8hr-Days-H	Agreement of suppliers' organisation and arrangements for HSQE							
A1390	Submit HSQE plans and schedule for SSOW for approval	10d	09-Jan-2020 08:00	22-Jan-2020 17:00	5x8hr-Days-H	Submit HSQE plans and schedule for SSOW for approval							
A1740	Approval of HSQE Documentation	5d	23-Jan-2020 08:00	29-Jan-2020 17:00	5x8hr-Days-H	Approval of HSQE Documentation							
A1750	Establish safety briefings, Planned General Inspections and safety tours regime	1d	23-Jan-2020 08:00	23-Jan-2020 17:00	5x8hr-Days-H	Establish safety briefings, Planned General Inspections and saf							
A1780	Contract Induction and issue Toolbox Talk schedule	1d	24-Jan-2020 08:00	24-Jan-2020 17:00	5x8hr-Days-H	Contract Induction and issue Toolbox Talk schedule							
A1980	All associated documents integrated and available on the tablet/PDA platform	1d	30-Jan-2020 08:00	30-Jan-2020 17:00	5x8hr-Days-H	All associated documents integrated and available							
F - Commercial						31-Jan-2020 17:00, F - Commercial							
A1140	Contract familiarisation workshops/ Joint	2d	06-Jan-2020 08:00	07-Jan-2020 17:00	5x8hr-Days-H	Contract familiarisation workshops/ Joint							
A1340	Familiarisation with KPI/SLA arrangements	5d	08-Jan-2020 08:00	14-Jan-2020 17:00	5x8hr-Days-H	Familiarisation with KPI/SLA arrangements							
A1450	Agree CIE values	5d	13-Jan-2020 08:00	17-Jan-2020 17:00	5x8hr-Days-H	Agree CIE values							
A1490	Assess payment cycle and documentation required to support application for contract	5d	15-Jan-2020 08:00	21-Jan-2020 17:00	5x8hr-Days-H	Assess payment cycle and documentation required to support app							
A1590	Application structure agreed	3d	22-Jan-2020 08:00	24-Jan-2020 17:00	5x8hr-Days-H	Application structure agreed							
A1660	Agreed KPI & SLA for first 3 months	3d	27-Jan-2020 08:00	29-Jan-2020 17:00	5x8hr-Days-H	Agreed KPI & SLA for first 3 months							
A1680	Establish meeting arrangements	1d	30-Jan-2020 08:00	30-Jan-2020 17:00	5x8hr-Days-H	Establish meeting arrangements							
A1690	Establish escalation hierarchy	1d	31-Jan-2020 08:00	31-Jan-2020 17:00	5x8hr-Days-H	Establish escalation hierarchy							
G - Contract Management						31-Jan-2020 17:00, G - Contract Management							
A1150	Pre-start meeting post contract award. Set up meeting schedule for mobilisation /transition u	2d	06-Jan-2020 08:00	07-Jan-2020 17:00	5x8hr-Days-H	Pre-start meeting post contract award. Set up meeting schedule for mobilisation /transition u							
A1160	Continuous improvement efficiency plan	5d	06-Jan-2020 08:00	10-Jan-2020 17:00	5x8hr-Days-H	Continuous improvement efficiency plan							

█ Remaining Level of Effort █ Remaining Work Summary
█ Actual Level of Effort █ Critical Remaining Work Critical R...
█ Actual Work ◆ Milestone Remaini...

Date	Revision	Checked	Approved
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T1 Mobilisation Plan Lot 2 - 00916 Track Cleaning and Graffiti_rev2

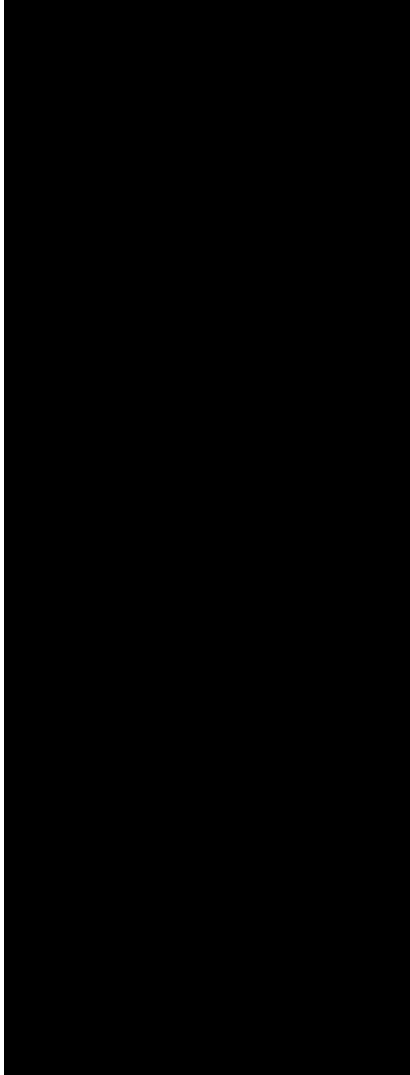


Activity ID	Activity Name	Original Duration	Start	Finish	Calendar	2019				2020	
						Nov	Dec	Jan	Feb		
A1170	Service Delivery plan updated (20 days post mobilisation commencement date)	20d	06-Jan-2020 08:00	31-Jan-2020 17:00	5x8hr-Days-H						Service Delivery plan updated (20 days post mo
A1350	Establish communication protocol	1d	08-Jan-2020 08:00	08-Jan-2020 17:00	5x8hr-Days-H						Establish communication protocol
A1400	Set up arrangements and protocol for Technical Assurance for the contract	1d	09-Jan-2020 08:00	09-Jan-2020 17:00	5x8hr-Days-H						Set up arrangements and protocol of Technical Assurance for the contract
A1420	Establish reporting procedures and data collation protocols	1d	10-Jan-2020 08:00	10-Jan-2020 17:00	5x8hr-Days-H						Establish reporting procedures and data collation protocols
A1620	Confirm co-ordination meetings with client and incumbent	1d	20-Jan-2020 08:00	20-Jan-2020 17:00	5x8hr-Days-H						Confirm co-ordination meetings with client and incumbent
A1630	Establish fault and incident management system	1d	21-Jan-2020 08:00	21-Jan-2020 17:00	5x8hr-Days-H						Establish fault and incident management system
H - Supply Chain		13d	06-Jan-2020 08:00	22-Jan-2020 17:00	5x8hr-Days-H						22-Jan-2020 17:00, H - Supply Chain
A1180	Establish supply chain requirements	1d	06-Jan-2020 08:00	06-Jan-2020 17:00	5x8hr-Days-H						Establish supply chain requirements
A1290	Proposed Supply Chain on Approved Supplier list	1d	07-Jan-2020 08:00	07-Jan-2020 17:00	5x8hr-Days-H						Proposed Supply Chain on Approved Supplier list
A1360	Supplier engagement	5d	08-Jan-2020 08:00	14-Jan-2020 17:00	5x8hr-Days-H						Supplier engagement
A1500	Audit of Supply Chain schedule agreed	2d	15-Jan-2020 08:00	16-Jan-2020 17:00	5x8hr-Days-H						Audit of Supply Chain schedule agreed
A1510	Establish reporting and communication procedures	1d	17-Jan-2020 08:00	17-Jan-2020 17:00	5x8hr-Days-H						Establish reporting and communication procedures
A1550	Set up performance monitoring in line with KPIs/SDIs	2d	20-Jan-2020 08:00	21-Jan-2020 17:00	5x8hr-Days-H						Set up performance monitoring in line with KPIs/SDIs
A1600	Contract induction to supply chain management	1d	22-Jan-2020 08:00	22-Jan-2020 17:00	5x8hr-Days-H						Contract induction to supply chain management
I - Risk Management		33d	02-Dec-2019 08:00	27-Jan-2020 17:00	5x8hr-Days-H						27-Jan-2020 17:00, I - Risk Management
A1010	Conduct mobilisation risk review	3d	02-Dec-2019 08:00	04-Dec-2019 17:00	5x8hr-Days-H						Conduct mobilisation risk review
A1030	Conduct contract risk review/planned and emergency response	5d	05-Dec-2019 08:00	11-Dec-2019 17:00	5x8hr-Days-H						Conduct contract risk review/planned and emergency response
A1060	Establish risk management procedure and mitigation strategy	10d	12-Dec-2019 08:00	06-Jan-2020 17:00	5x8hr-Days-H						Establish risk management procedure and mitigation strategy
A1460	Define risk reporting requirements	5d	07-Jan-2020 08:00	13-Jan-2020 17:00	5x8hr-Days-H						Define risk reporting requirements
A1560	Update contract risk register	10d	14-Jan-2020 08:00	27-Jan-2020 17:00	5x8hr-Days-H						Update contract risk register
J - Site Specific Access and Possession Provisions		18d	06-Jan-2020 08:00	29-Jan-2020 17:00	5x8hr-Days-H						29-Jan-2020 17:00, J - Site Specific Access and Po
A1190	Review contract and maintenance schedules requirements	5d	06-Jan-2020 08:00	10-Jan-2020 17:00	5x8hr-Days-H						Review contract and maintenance schedules requirements
A1470	Identify areas with severe constraints	5d	13-Jan-2020 08:00	17-Jan-2020 17:00	5x8hr-Days-H						Identify areas with severe constraints
A1670	Identify Complex Areas	5d	13-Jan-2020 08:00	17-Jan-2020 17:00	5x8hr-Days-H						Identify Complex Areas
A1790	Establish network rail interface	5d	20-Jan-2020 08:00	24-Jan-2020 17:00	5x8hr-Days-H						Establish network rail interface
A1200	Key account manager site visits	5d	23-Jan-2020 08:00	29-Jan-2020 17:00	5x8hr-Days-H						Key account manager site visits
A1860	Rail Sys Briefing and Procedures	1d	28-Jan-2020 08:00	28-Jan-2020 17:00	5x8hr-Days-H						Rail Sys Briefing and Procedures
A1890	Establish nightly briefings schedules	1d	29-Jan-2020 08:00	29-Jan-2020 17:00	5x8hr-Days-H						Establish nightly briefings schedules
K - Training and Competency		9d	21-Jan-2020 08:00	31-Jan-2020 17:00	5x8hr-Days-H						31-Jan-2020 17:00, K - Training and Competenc
A1760	Review skills/competency database	3d	21-Jan-2020 08:00	23-Jan-2020 17:00	5x8hr-Days-H						Review skills/competency database
A1870	Identify requirements and highlight skills gaps	3d	21-Jan-2020 08:00	23-Jan-2020 17:00	5x8hr-Days-H						Identify requirements and highlight skills gaps
A1910	Plan and book necessary training	3d	24-Jan-2020 08:00	28-Jan-2020 17:00	5x8hr-Days-H						Plan and book necessary training
A1920	SLNT requirements identified and plan submitted	3d	24-Jan-2020 08:00	28-Jan-2020 17:00	5x8hr-Days-H						SLNT requirements identified and plan submitted
A1930	Refresher training programme, update and reporting	2d	29-Jan-2020 08:00	30-Jan-2020 17:00	5x8hr-Days-H						Refresher training programme, update and reporti
A1960	Competency Management and training plan covering first 12 months	3d	29-Jan-2020 08:00	31-Jan-2020 17:00	5x8hr-Days-H						Competency Management and training plan cov
A1940	Implement SLNT plan following agreement	2d	29-Jan-2020 08:00	30-Jan-2020 17:00	5x8hr-Days-H						Implement SLNT plan following agreement
L - Fleet		6d	06-Jan-2020 08:00	13-Jan-2020 17:00	5x8hr-Days-H						13-Jan-2020 17:00, L - Fleet
A1210	Establish fleet requirements	1d	06-Jan-2020 08:00	06-Jan-2020 17:00	5x8hr-Days-H						Establish fleet requirements
A1300	Lease arrangements in place with agreed provider	1d	07-Jan-2020 08:00	07-Jan-2020 17:00	5x8hr-Days-H						Lease arrangements in place with agreed provider
A1370	FORS compliance	1d	08-Jan-2020 08:00	08-Jan-2020 17:00	5x8hr-Days-H						FORS compliance
A1410	Vehicle fit-out, security arrangements and vehicle modifications as required	1d	09-Jan-2020 08:00	09-Jan-2020 17:00	5x8hr-Days-H						Vehicle fit-out, security arrangements and vehicle modifications as required
A1430	Vehicle breakdown/back up arrangements	1d	10-Jan-2020 08:00	10-Jan-2020 17:00	5x8hr-Days-H						Vehicle breakdown/back up arrangements
A1480	Vehicle signage/branding	1d	13-Jan-2020 08:00	13-Jan-2020 17:00	5x8hr-Days-H						Vehicle signage/branding
M - Technical & Assurance		19d	06-Jan-2020 08:00	30-Jan-2020 17:00	5x8hr-Days-H						30-Jan-2020 17:00, M - Technical & Assurance
A1220	Review of Frequency programmes	5d	06-Jan-2020 08:00	10-Jan-2020 17:00	5x8hr-Days-H						Review of Frequency programmes
A1570	Familiarisation and workshops with Standards associated with the contract	5d	13-Jan-2020 08:00	17-Jan-2020 17:00	5x8hr-Days-H						Familiarisation and workshops with Standards associated with the contract
A1700	Set up 'Self Assurance Plan and 'Internal Audit' framework	5d	20-Jan-2020 08:00	24-Jan-2020 17:00	5x8hr-Days-H						Set up 'Self Assurance Plan and 'Internal Audit' framework
A1800	Set up Self Assurance Plan for management structure, 'sureveillance and inspections	3d	20-Jan-2020 08:00	22-Jan-2020 17:00	5x8hr-Days-H						Set up Self Assurance Plan for management structure, 'sureveillan
A1840	Meeting with client for handover procedures	1d	23-Jan-2020 08:00	23-Jan-2020 17:00	5x8hr-Days-H						Meeting with client for handover procedures
A1850	Update Inspection & test plans and checksheets	5d	24-Jan-2020 08:00	30-Jan-2020 17:00	5x8hr-Days-H						Update Inspection & test plans and checksheets
N - Plant/Equipment/Materials		20d	06-Jan-2020 08:00	31-Jan-2020 17:00	5x8hr-Days-H						31-Jan-2020 17:00, N - Plant/Equipment/Materi
A1230	Stock check inventory of PPE, consumables and equipment	5d	06-Jan-2020 08:00	10-Jan-2020 17:00	5x8hr-Days-H						Stock check inventory of PPE, consumables and equipment
A1380	Controlled waste removal system implemented at main depot facility	5d	07-Jan-2020 08:00	13-Jan-2020 17:00	5x8hr-Days-H						Controlled waste removal system implemented at main depot facility
A1580	Review consumable requirements for contract start and procure	3d	14-Jan-2020 08:00	16-Jan-2020 17:00	5x8hr-Days-H						Review consumable requirements for contract start and procure
A1710	Specialist graffiti removal products arrangements in place	3d	17-Jan-2020 08:00	21-Jan-2020 17:00	5x8hr-Days-H						Specialist graffiti removal products arrangements in place
A1770	Plant and equipment serviced/available for contract launch	4d	22-Jan-2020 08:00	27-Jan-2020 17:00	5x8hr-Days-H						Plant and equipment serviced/available for contract lau
A1950	Stock control system (Syrinx) in place for contract launch	3d	22-Jan-2020 08:00	24-Jan-2020 17:00	5x8hr-Days-H						Stock control system (Syrinx) in place for contract launch
A1880	Familiarisation of stores	4d	28-Jan-2020 08:00	31-Jan-2020 17:00	5x8hr-Days-H						Familiarisation of stores

█ Remaining Level of Effort
 █ Remaining Work
 Summary
█ Actual Level of Effort
 █ Critical Remaining Work
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█ Actual Work
 ◆ Milestone
█ Remaini...

Date	Revision	Checked	Approved
10-Jan-202...		TO	

SCHEDULE 17: KEY PERSONNEL

Name	Job Title
	Head of Support Services (Account Manager)
	Head of Support Services (Contract Manager*)
	HSQE Manager
	Head of Compliance
	Head of Commercial
	Senior Operations Manager
	Compliance/ Protection Manager
	Asset Management System Manager
	HR/IR and SLNT Co-ordinator
	Quantity Surveyor
	Health and Safety Advisor
	Access Planning Co-ordinator
	Contract Administrator
	Operations Manager
	Operations Manager
Operations Manager	

SCHEDULE 18: CONTRACT INNOVATION EFFICIENCY

1. Overview

This Schedule 18 (Contract Innovation Efficiency) sets out the process for the management and measurement of Contract Innovation Efficiency.

2. Definitions

2.1 In this Schedule 18:

"Annual CIE" has the meaning given to it in paragraph 4.2 of this Schedule 18 (Contract Innovation Efficiency);

"CIE Initiative" means those initiatives set out in the CIE Initiative Plan;

"CIE Initiative Plan" means the plan set out in Appendix 1 (CIE Initiative Plan) to this Schedule 18;

"CIE Review Form" means the form set out in Appendix 2 (CIE Review Form) of this Schedule 18 (Contract Innovation Efficiency);

"CIE Review Meeting" means the Annual Strategic Review meeting between the Company and the Supplier to discuss the on-going achievement of CIE Initiatives and which takes place on an annual basis as described in Schedule 19 – Contract Management (Table 3);

"CIE Review Process" means the process set out in paragraph 3.2 of this Schedule 18 (Contract Innovation Efficiency);

"CIE Status Report" means the report to be produced by the Company on an annual basis and which sets out the Working CIE Initiatives and the Completed CIE Initiatives;

"CIE Target" has the meaning given to it in paragraph 4.1 of this Schedule 18 (Contract Innovation Efficiency);

"Completed CIE Initiative" means those CIE Initiatives completed by the Supplier in accordance with the processes set out in this Schedule 18 (Contract Innovation Efficiency);

"Contract Innovation Efficiency" or "CIE" means a reduction to the Contract Price realised through the implementation of agreed CIE Initiatives;

"Contract Year" means each period of 12 consecutive calendar months starting on the Services Commencement Date.

"Period" means the Company's accounting periods as notified from time to time by the Company to the Supplier each such period being of between 25 and 32 days and one of 13 periods during the Company's financial year;

"Proposed CIE Initiative" means those CIE Initiatives set out in the Proposed CIE Initiatives section of the CIE Initiative Plan; and

"Working CIE Initiative" means those CIE Initiatives set out in the Working CIE Initiatives section of the CIE Initiative Plan.

3. CIE Initiative Process

3.1 Within the first three (3) months following the Services Commencement Date, the Company shall select a minimum of three (3) Proposed CIE Initiatives from the CIE Initiative Plan and these shall be recorded by the Company as Working CIE Initiatives in the Working CIE Initiative section of the CIE Status Report and shall be recorded by the Supplier in the Working CIE Initiative section of the CIE Initiative Plan.

3.2 The Supplier shall, using reasonable endeavours, ensure that:

3.2.1 it is at all times working on the implementation of a minimum of three (3) Working CIE Initiatives;

3.2.2 there is always a minimum of ten (10) Proposed CIE Initiatives in the CIE Initiative Plan; and

3.2.3 it shall keep the CIE Initiative Plan updated at all times.

3.3 Following selection of a Working CIE Initiative by the Company, whether in the first three (3) months of the Contract or thereafter, the following CIE Review Process shall apply prior to implementation of the Working CIE Initiative:

3.3.1 Stage 1 – Initiative Commencement

a. The Company shall identify a Company Representative from within the Company who shall be responsible for overseeing the delivery of the Working CIE Initiative on behalf of the Company.

b. The Company's Representative shall issue the Supplier with a CIE Review Form as set out in Appendix 2 (CIE Review Form) of this Schedule 18 (Contract Innovation Efficiency) and the Supplier shall complete Stage 1 – Initiative Commencement.

3.3.2 Stage 2 – Feasibility Review Plan

a. Within twenty-eight (28) Working Days of the Supplier being issued with the CIE Review Form, the Supplier shall complete the Stage 2 – Feasibility Review Plan section of the CIE Review Form, setting out the actions and requirements needed to complete the Stage 2 - Feasibility Review Plan for the relevant Working CIE Initiative, and shall submit this to the Company for review.

b. The Company shall review the completed Stage 2 – Feasibility Review Plan section of the CIE Review Form and shall agree a final version with the Supplier. In the event that agreement cannot be reached within a reasonable time period, the Company shall have the sole discretion to nominate the terms of the Stage 2 – Feasibility Review Plan for that Working CIE Initiative.

c. The CIE Review Form, which has been agreed or nominated pursuant to paragraph 3.3.2(b) shall be signed by the Company's

Representative and the Supplier's Representative. The Supplier shall then proceed with Stage 2 – Feasibility Review Plan in accordance with the signed CIE Review Form.

3.3.3 Stage 3 – Proposal and Implementation Plan

- a. Following the completion by the Supplier of the Stage 2 – Feasibility Review Plan, the Supplier shall complete Stage 3 – Proposal and Implementation Plan of the CIE Review Form, setting out the actions and requirements needed to complete Stage 3 – Proposal and Implementation Plan for the relevant Working CIE Initiative, and shall submit this to the Company for review.
- b. The Company shall review the completed Stage 3 – Proposal and Implementation Plan section of the CIE Review Form and shall agree a final version with the Supplier. In the event that agreement cannot be reached within a reasonable time period, the Company shall have the sole discretion to nominate the terms of Stage 3 - Proposal and Implementation Plan for that Working CIE Initiative.
- c. The CIE Review Form, which has been agreed or nominated pursuant to paragraph 3.3.3(b) shall be signed by the Company's Representative and the Supplier's Representative. The Supplier shall then proceed with Stage 3 – Proposal and Implementation Plan in accordance with the signed CIE Review Form.

3.3.4 Stage 4 - Benefits Realisation

- a. Following completion of Stage 3 – Proposal and Implementation Plan by the Supplier, the Supplier shall complete Stage 4 - Benefits Realisation section of the CIE Review Form, setting out the anticipated cost saving to be achieved through implementation of that Working CIE Initiative and the actions and requirements needed to complete the Stage 4 – Benefits Realisation for the relevant Working CIE Initiative, and shall submit this to the Company for review.
- b. The Company shall review the completed Stage 4 – Benefits Realisation section of the CIE Review Form and shall agree a final version with the Supplier. In the event that agreement cannot be reached within a reasonable time period, the Company shall have the sole discretion to nominate the terms of Stage 4 – Benefits Realisation for that Working CIE Initiative.
- c. The CIE Review Form, which has been agreed or nominated pursuant to paragraph 3.3.4(b), shall then be signed by the Company's Representative and the Supplier's Representative. The Supplier shall then proceed with Stage 4 – Benefits Realisation in accordance with the signed CIE Review Form.
- d. Following completion of Stage 4 – Benefits Realisation, the Supplier shall then proceed to implement the Working CIE Initiative in accordance with Stages 1 – 4 of the CIE Review Form, as agreed between the parties.

- e. To the extent that any variations to the Contract are required as a result of the implementation of a CIE Initiative by the Supplier, these will be made in accordance with Part A of Schedule 5 (Contract Variation Procedure).
- 3.4 Following completion of a CIE Initiative by the Supplier:
- 3.4.1 it shall be moved to the Completed CIE Initiative section of the CIE Status Report; and
 - a further CIE Initiative shall be selected by the Company from the CIE Initiative Plan and the Company shall include this in the Working CIE Initiative section of the CIE Status Report and the Supplier shall include this in the Working CIE Initiative section of the CIE Initiative Plan.
- 3.5 On-going achievement of CIE Initiatives shall be reviewed at the Annual Strategic Review meeting.
- 3.6 The CIE Status Report shall be reviewed and updated at the Annual Strategic Review meeting basis.

4. Annual CIE Target and Contract Variation

- 4.1 The target CIE for each Contract Year (except the first Contract Year) is a reduction of 1% of the Contract Price and the target CIE for the first Contract Year is a reduction of 5% of the Contract Price (such targets for the first Contract Year and each subsequent Contract Year together, the "CIE Target").
- 4.2 In order to measure achievement of the CIE Target, the applicable CIE for any Contract Year (the "Annual CIE") shall be calculated against the Contract Price at the start of each Contract Year and is the sum total of all savings made under the Contract from Completed CIE Initiatives. The CIE Target does not include CIE Initiatives that have been unsuccessful or are not approved by the Company.
- 4.3 Except for savings made from Completed CIE Initiatives in the first Contract Year, any savings made from Completed CIE Initiatives shall be subject to a 50/50 gain share between the Company and the Supplier. The Parties agree that the Company shall be entitled to all savings made from Completed CIE Initiatives in the first Contract Year and the 50/50 gain share shall not apply to such savings. In relation to each Completed CIE Initiative, the Supplier shall set out the gain share (or, for the first Contract Year, the Company saving) based on the savings achieved by the Completed CIE Initiative (and as agreed between the parties under Stage 4 (Benefits Realisation) of the CIE Initiative Process) in each Payment Application submitted to the Company pursuant to Clause 17 so that such Payment Application takes into account the gain share (or, for the first Contract Year, the Company saving) to be applied for Completed CIE Initiatives implemented in that Period.
- 4.4 At the end of each Contract Year, the Company will carry out a reconciliation of the total aggregate savings made as a result of Completed CIE Initiatives against the CIE Target for that Contract Year to assess whether the CIE Target has been achieved by the Supplier. In the event that the CIE Target is not met, the Company shall have the right to invoke paragraph 4.7 of this Schedule 18 (Contract Innovation Efficiency).

- 4.5 The CIE Target will not be applied to the final year of the Contract. By way of illustration, in the event that the Contract is extended pursuant to Clause 2 (Duration and Option to Extend):
- 4.5.2 for the maximum Extension Period of two (2) years, the CIE Target shall be applied to Contract Years 5 and 6. The CIE Target shall not be applied to Contract Year 7; or
 - 4.5.3 for an Extension Period of one (1) year, the CIE Target shall be applied to Contract Year 5. The CIE Target shall not be applied to Contract Year 6.
- 4.6 In the event that the Extension Period ends during a Contract Year, the CIE Target shall apply to the last full Contract Year.

The Company shall have the right to use the Escalation Procedure set out in paragraph 7 of Schedule 11 (Performance Measurement) in the event of any failure by the Supplier to comply with this Schedule 18 (Contract Innovation Efficiency).

APPENDIX 1: CIE INITIATIVE PLAN



Contract
Initiative
Efficiency
(CIE)
Initiative
Plan

Contract:						Period:	
Company Representative:						Value completed to date:	
Company Representative summary of Period - Achievements, Challenges, Concerns, Risks etc.							
Working Initiatives							
Initiative Title	Number	Status	Baseline date for completion	Actual / Forecast Completion	Comments & Key Actions		

Proposed Initiatives			
Initiative Title	Number	Date Created	Comments

Completed Initiatives			
Initiative Title	Number	Targets - fully, partially, not met	Comments

APPENDIX 2: CIE REVIEW FORM

STAGE 1 – INITIATIVE COMMENCEMENT

Contract:	
Initiative Title:	
Initiative Reference:	

Company's Representative:	
Supplier's Representative:	

Target Completion Date:	
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Target Efficiency:	
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Description of Initiative:	
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STAGE 2 - FEASIBILITY REVIEW PLAN

Key Milestones	Date	Comments

Requirements to Undertake Feasibility Review	
Supplier's Resources:	
Company's Resources:	
Key Enablers:	

Stage 1 Sign off	Name	Signature	Date
Supplier's Representative			
Company's Representative			

STAGE 3 - PROPOSAL & IMPLEMENTATION PLAN

Target Completion Date:	
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Target Efficiency:	
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Details of Proposal	
---------------------	--

Key Milestones	Date	Comments

Requirements for Implementation	
Supplier's Resources:	
Company's Resources:	
Key Enablers:	

Stage 2 Sign off	Name	Signature	Date
Supplier's Representative			
Company's Representative			

STAGE 4 – BENEFITS REALISATION

Comments

Date Implemented		
Savings Value		
Contract Varied		

Details of Proposal	
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Stage 2 Sign off	Name	Signature	Date
Supplier's Representative			
Company's Representative			

SCHEDULE 19: CONTRACT MANAGEMENT

1. Definitions

1.1 In this Schedule 19:

"Business Continuity Plan" means the plan to be prepared by the Supplier and delivered to the Company in accordance with this Schedule 19 (Contract Management);

"CIE Initiative Plan" means the plan set out in Appendix 1 (CIE Initiative Plan) to Schedule 18 (Contract Innovation Efficiency);

"Contract Management Groups" means the groups set out in Table 1 (Contract Management Groups) of this Schedule 19 (Contract Management);

"Demobilisation Plan" means the plan prepared by the Supplier and delivered to the Company in accordance with Schedule 13 (Obligations on Handover);

"Escalation Procedure" has the meaning given in Schedule 11 (Performance Measurement);

"Health, Safety, Quality and Environmental Plan" means, together, the plans referred to in paragraph 3.1 of this Schedule 19 (Contract Management) prepared by the Supplier in accordance with Schedule 6 (Health, Safety, Quality and Environmental);

"Organisational Chart" means the chart of Supplier Personnel set out in Appendix 1 (Organisational Chart) to this Schedule 19 (Contract Management);

"Service Delivery Plan" means the plan prepared by the Supplier setting out the locations and frequencies at which it plans to provide the Services and updated and delivered to the Company in accordance with this Schedule 19 (Contract Management);

"Strategic Labour Needs and Training Delivery Plan" means the plans that Supplier is required to provide (including the Initial SLNT Plan and the Agreement SLNT Plan) as set out in Schedule 15 (Strategic Labour Needs and Training); and

"TfL Contract Owners" means a designated senior manager or director representing the Company.

2. Contract Management Groups and Meetings

2.1 The Supplier shall establish and maintain an account management team suitable for the Services required, both technically and managerially, to be responsible for but not limited to:

2.1.1 the satisfactory execution and day to day management of the Services on a timely basis, and to the standard required as described within Schedule 3 (Specification);

2.1.2 ensuring proactive and pre-emptive management of all Services;

- 2.1.3 providing strategic advice and support in the provision of the Services;
 - 2.1.4 acting as the liaison point between the Company's Representative and the Supplier; and
 - 2.1.5 ensuring that the Services provided are carried out in accordance with the Contract and to the satisfaction of the Company's Representative.
- 2.2 The Supplier shall adhere to the organisational chart attached at Appendix 1 (Organisational Chart) to this Schedule 19 (Contract Management). The Supplier shall update such organisational chart and submit to the Company for approval Quarterly. Such organisation chart cannot be varied unless agreed by the parties in writing.
- 2.3 The Contract Management Groups shall meet, as a minimum, in accordance with the frequencies set out in Table 2 (Contract Management Group Frequencies) of this Schedule 19 (Contract Management). The Supplier shall ensure that the representatives of the Supplier set out in Table 2 shall attend such Contract Management Group meetings.
- 2.4 The Supplier shall ensure that all Supplier Personnel attending meetings have the necessary delegated authority to act on behalf of the Supplier. In the absence of the Key Personnel and/or Supplier Personnel required pursuant to this Schedule, a suitable qualified replacement must be provided.
- 2.5 The Company shall be responsible for issuing the agenda and minutes of all meetings for agreement with the Supplier within ten (10) Working Days of each meeting taking place.
- 2.6 All meetings shall be held at the Company's premises unless agreed otherwise by the Company.
- 2.7 The Supplier shall, in addition to all meetings and plans specified in this Schedule 19 (Contract Management), attend any meeting and produce reports in accordance with the Contract.
- 2.8 The Supplier shall attend, with the Company in each Contract Year, the meetings set out in Tables 3-6 of this Schedule 19 (Contract Management), in the frequencies stated below:

Table 3	Annual Strategic Review	Annually
Table 4	Period Progress Meeting	Each Period
Table 5	Service Delivery Review	Weekly (as required)

Table 1: Contract Management Groups

	Company – Contract Management	Supplier – Contract Management
<i>Strategic</i>	<ul style="list-style-type: none"> TfL Contract Owner(s) 	<ul style="list-style-type: none"> Operations Manager Operations Supervisors Support Managers
<i>Tactical</i>	<ul style="list-style-type: none"> Senior Operational Contract Management Representatives Senior Commercial Contract Management Representatives 	<ul style="list-style-type: none"> Commercial Director Senior Operational Contract Management Representatives Senior Commercial Contract Management Representatives
<i>Operational</i>	<ul style="list-style-type: none"> Operational Contract Management Representatives Commercial Contract Management Representatives 	<ul style="list-style-type: none"> Commercial Director Operational Contract Management Representatives Commercial Contract Management Representatives

Table 2: Contract Management Group Frequencies

	Attendees	Frequency
<i>Strategic</i>	<ul style="list-style-type: none"> TfL Contract Owner(s) 	Annually
<i>Tactical</i>	<ul style="list-style-type: none"> Senior Operational Contract Management Representatives 	Annually
<i>Operational</i>	<ul style="list-style-type: none"> Operational Contract Management Representatives Operations Manager 	Each Period
	<ul style="list-style-type: none"> Commercial Contract Management Representatives Supplier Representative Company Representative 	Each Period

Table 3: Annual Strategic Review

Strategic - Annual Strategic Review	
Purpose - A strategic assessment of the relationship between the Parties, including: <ul style="list-style-type: none"> • business updates from the Company and the Supplier; • achievement of the Company's objectives for the Contract; • significant risks and issues affecting the Supplier's performance; • Supplier performance with agreement of actions for improvement; • success of Contract Innovation Efficiency objectives by the Supplier and actions for improvement; • review of the Supplier's Service Delivery Plan; • Supplier's compliance with Specification and the service level requirements set out in Schedule 11 (Performance Measurement); • review of the Supplier's progress in respect of strategy, health, safety and environmental issues (including a review of the Strategic Labour Needs and Training Plan and compliance with QUENSH); and • developments within the Parties and changes in the facilities management market and industry that affect the Contract. 	
Title:	Annual Strategic Review
Frequency	Annual
Business Level	London Underground
Main Agenda Items	<ul style="list-style-type: none"> • Annual performance review • Annual financial review • Contract Innovation Efficiency objectives • Business and marketplace developments
Attendees (Company)	<ul style="list-style-type: none"> • Company Contract Owner(s) • Supplier - Account Director • Senior Operational and Commercial Management Representatives
Attendees (Supplier)	<ul style="list-style-type: none"> • Supplier - Account Director • Senior Operational and Commercial Management Representatives
Meeting Chair	<ul style="list-style-type: none"> • Company's Representative
Reports Required	<ul style="list-style-type: none"> • All Contract Performance Scorecard(s) for the Contract Year summarising Supplier performance in accordance with Schedule 11 (Performance Measurement) and Schedule 6 (Health, Safety, Quality and Environment including, but not limited to: <ul style="list-style-type: none"> a) Health and Safety Plan (Schedule 6, Paragraph 2) b) Quality Management Plan (Schedule 6, Paragraph 4) c) Environmental Management Plan (Schedule 6, Paragraph 7) d) Environmental performance report (Schedule 6, Paragraph 8) e) Waste Management Plan (Schedule 6, Paragraph 12.11) • Contract Innovation Efficiency reporting (including as required pursuant to Schedule 18 (Contract Innovation Efficiency)) • Such other reports as the Supplier is required to provide pursuant to the Contract.
Decisions/ Reports/ Outputs	<ul style="list-style-type: none"> • Minutes • Actions with responsibility for completion allocated and target dates for completion

Table 4: Period Progress Meeting

Operational – Period Progress Meeting	
<p>Purpose - An operational review of performance of the Services by the Supplier, including:</p> <ul style="list-style-type: none"> • review of Supplier performance in previous Period; • summary review of MXES Inspection Reports and Track Cleaning Quality Inspection Reports; • review of Payment Applications and Abatements; • review of Suppliers competency management records in accordance with Schedule 20, paragraphs 1.2 and 1.3. • review of Graffiti reporting and data from Supplier database for the Period; • Review of Strategic Labour Needs and Training for the period; • Review of health, safety, quality and environmental obligations in accordance with Schedule 6, (Health, Safety, Quality and Environmental Requirements): • resolution of on-going Supplier performance issues including under the Escalation Procedure (pursuant to Schedule 11 (Performance Measurement)); and • review of Additional Works and Variation Orders. 	
Title:	Period Progress Meeting
Frequency	Each Period
Business Level	London Underground
Main Agenda Items	<ul style="list-style-type: none"> • Key Performance Indicator review • Financial review • Operational updates
Attendees (Company)	<ul style="list-style-type: none"> • Operational Contract Management Representatives
Attendees (Supplier)	<ul style="list-style-type: none"> • Operational Contract Management Representatives
Meeting Chair	<ul style="list-style-type: none"> • Company's Representative
Reports Required	<ul style="list-style-type: none"> • Contract Performance Scorecard summarising Supplier performance in the previous Period in accordance with Schedule 11 (Performance Measurement) • MXES Inspection Report • Track Cleaning Inspection Report • Shift Diary • Report in relation to Graffiti Services as required pursuant to paragraph 8.6 of the Specification. • SLNT Plan in accordance with Schedule 15 (Strategic Labour Needs & Training) • Lost Time Injury (LTI) report in accordance with paragraph 2.3(j)

	<p>of Schedule 6 (Health, Safety, Quality and Environmental Requirements)</p> <ul style="list-style-type: none"> • Update on remedial actions undertaken by the Supplier (including pursuant to the requirements in the Specification) • Update on any resource/technical/safety issues • The records required pursuant to paragraphs 1.2 and 1.3 of Schedule 20 (Training) • Such other reports as the Supplier is required to provided pursuant to the Contract. • Shift Diary Reconciliation Report.
<p>Decisions/ Reports/ Outputs</p>	<ul style="list-style-type: none"> • Minutes • Actions with responsibility for completion allocated and target dates for completion

Table 5: Service Delivery Plan review

Operational – Service Delivery Plan review	
Purpose - A brief discussion to address operational concerns for that week, including: <ul style="list-style-type: none"> • day to day operational issues; • set-out actions and key objectives for the following 24 hours, 	
Title:	Service Delivery Plan review
Frequency	Weekly
Business Level	–London Underground
Main Agenda Items	<ul style="list-style-type: none"> • Outstanding jobs • Action plan • Weekly update
Attendees (Company)	<ul style="list-style-type: none"> • Operational Contract Management Representatives
Attendees (Supplier)	<ul style="list-style-type: none"> • Operational Contract Management Representatives
Meeting Chair	<ul style="list-style-type: none"> • Company's Representative
Reports Required	<ul style="list-style-type: none"> • Update on remedial actions undertaken by the Supplier (including as required pursuant to Schedule 3 (Specification)). • Update on the Services provided in that week against the Service Delivery Plan • Update on assessment of risks
Outputs	Any decisions, reports or other outputs

3. Supplier’s Plans

3.1 The Supplier shall comply the Cleaning Standard (as defined in Schedule 3 (Specification) and with the following plans:

- 3.1.1 Service Delivery Plan (subject to paragraph 3.4.1 below);
- 3.1.2 Health, Safety, Quality and Environmental Plan consisting of:
 - a. Quality Management Plan, in accordance with Schedule 6(Health, Safety, Quality and Environmental Requirements);
 - b. Health and Safety Plan, in accordance with Schedule 6 (Health, Safety, Quality and Environmental Requirements);
 - c. Environmental Management Plan, in accordance with Schedule 6 (Health, Safety, Quality and Environmental Requirements);
- 3.1.3 Strategic Labour Needs and Training Plan, in accordance with Schedule 15 (Strategic Labour Needs and Training);
- 3.1.4 Business Continuity Plan; and
- 3.1.5 Demobilisation Plan.

3.2 The Supplier shall review and submit to the Company for approval updated copies of the plans referred to in paragraph 3.1 above in accordance with the frequencies specified in paragraph 3.4 of this Schedule 19 (Contract Management).

3.3 The Company shall provide the Supplier with comments on the plans within thirty (30) Working Days of receipt. The Supplier shall incorporate the comments and suggestions of the Company and shall issue a revised copy of the plans to the Company within fourteen (14) Working Days of receipt. No amended plan shall take effect until the Company’s Representative has confirmed the Company’s approval of the amended plan(s).

3.4 The Supplier shall be required to provide the above plans in the frequencies stated below:

Plan	Frequency
Service Delivery Plan	Annually (and updated in accordance with paragraph 3.4.1.2 below)
Health, Safety, Quality and Environmental Plan	Annually
Strategic Labour Needs and Training Plan	Annually
Business Continuity Plan	Annually
Demobilisation Plan	Annually

3.4.1 Service Delivery Plan

- a. The Supplier shall comply with the Service Delivery Plan. The Supplier shall update the Service Delivery Plan and submit to the Company for approval annually, pursuant to paragraph b or subject to any Contract Variations. The Service Delivery Plan cannot be varied unless agreed by the parties in writing.
- b. Supplier shall provide an update of the Service Delivery Plan in accordance with Table 5 to Company on a weekly basis.

Any approval by TfL of the Service Delivery Plan and/or performance of the Services in accordance with the Service Delivery Plan shall be without prejudice to the obligations on the Supplier in this Contract to comply with the Specification and the Contract and shall not exclude or limit the Company's rights or remedies under this Contract or have the effect that the Company becomes liable or otherwise responsible for the Supplier's acts or omissions or breach of this Contract. In the event of any conflict between the Service Delivery Plan and the Contract including the Specification, the relevant provisions of the Contract including the Specification shall take precedence.

3.4.2 Health, Safety, Quality and Environmental Plan

The Supplier shall set out its approach to health, safety, quality, environment and corporate social responsibility in accordance with Schedule 6 (Health, Safety, Quality and Environmental Requirements).

3.4.3 Strategic Labour Needs and Training (SLNT) Delivery Plan

The Supplier shall provide a plan demonstrating how the Supplier will meet the minimum Strategic Labour Needs and Training outputs for itself and its Sub-Contractors in accordance with Schedule 15 (Strategic Labour Needs and Training).

3.4.4 Business Continuity Plan

- a. The Supplier shall comply with the Business Continuity Plan. The Supplier shall a Business Continuity Plan in accordance with the requirements of this paragraph 3.4.5 of this Schedule 19 (Contract Management) within twenty (20) Working Days of the Commencement Date. The Business Continuity Plan cannot be varied unless agreed by the parties in writing.
- b. The Business Continuity Plan shall detail how the Supplier will fulfil its responsibilities and obligations to the Company under the terms of the Contract in the event of an incident affecting the Supplier's ability to provide the Services, including its business recovery arrangements and testing regime.
- c. The Supplier shall review and update, in conjunction with the Company's Representative, its Business Continuity Plan on a six (6) monthly basis, unless an alternative frequency is agreed between the parties.

- d. The Supplier shall review and test the robustness of its Business Continuity Plans annually (unless an alternative frequency is agreed between the parties) or following any incident or business change and implement changes to the plan based on test outcomes.
- e. The Supplier shall be responsible for providing assurance to the Company that its Business Continuity Plan is fit for purpose to recover, within reasonable timescales, parts of the Supplier's business so as to provide continuity in performance of the Services in accordance with the Contract.
- f. The Supplier shall provide to the Company, upon request, evidence that its Business Continuity Plan is tested on an annual basis. The Company reserves the right to ask for further details regarding the Supplier's Business Continuity Plan.
- g. The Supplier shall identify risks to continuity of delivery of the Services to the Company and develop a specific Business Continuity Plan to ensure that all Services are available to the Company as required, and there is minimum disruption to the Company in the event of incidents where the Business Continuity Plan is enacted.
- h. 3.4.5.8. Within the Business Continuity Plan, the Supplier shall set out its approach to managing operational and commercial risk. This shall include, but shall not be limited to, the Supplier's Contract-specific plan for business continuity, incorporating the potential risks to business continuity, its mitigation strategies, how the Services will be delivered in the event of a disruption to normal operations and how the Business Continuity Plan will be tested.

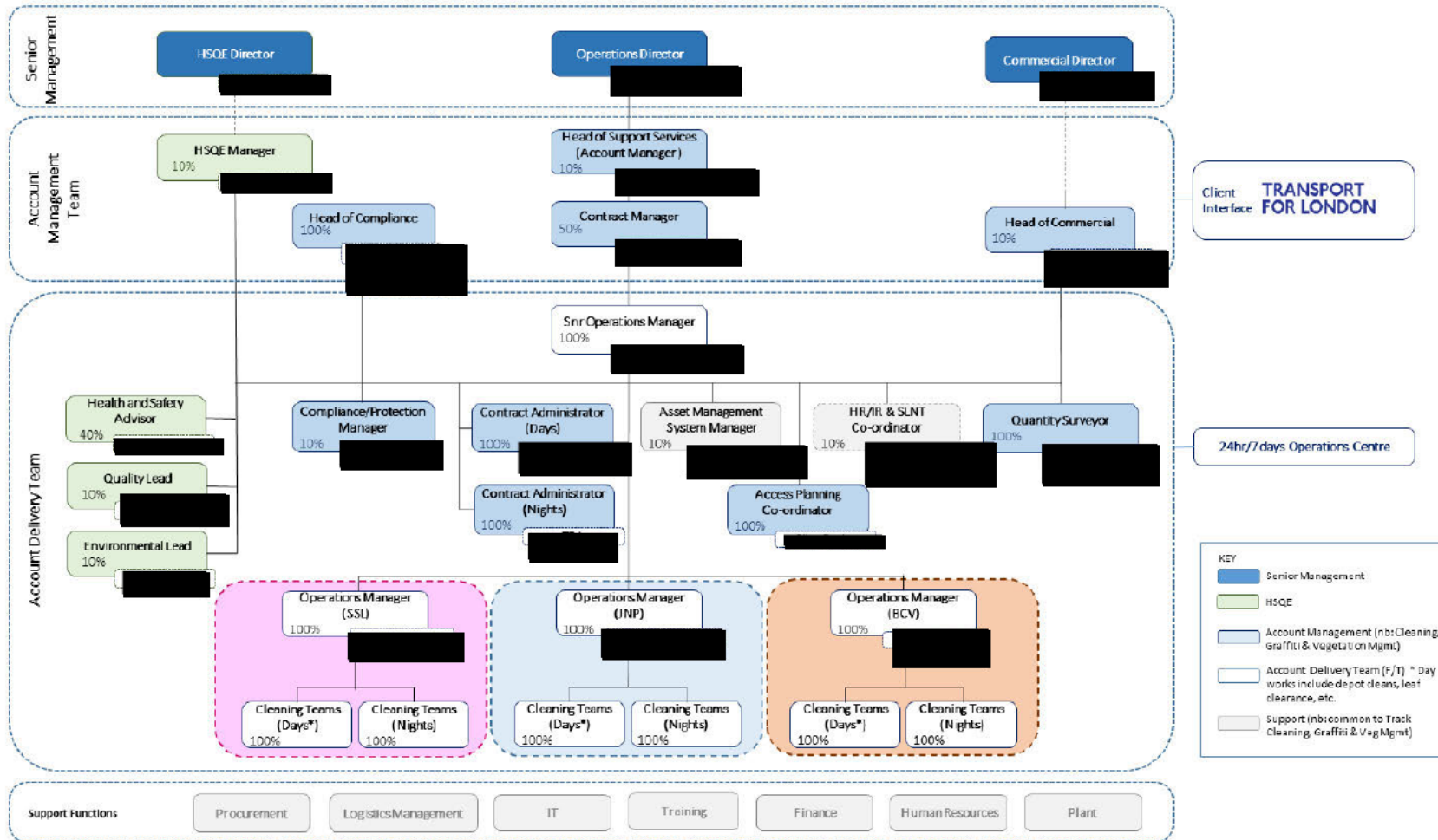
3.4.5 Graffiti Report

The Supplier shall submit via the Period Progress meeting to the Company's Representative a report of all Graffiti Services undertaken during each Period including but not limited to before and after photographs.

3.4.6 Demobilisation Plan

The Supplier shall deliver a Demobilisation Plan in accordance with Schedule 13 (Obligations on Handover).

APPENDIX 1: ORGANISATIONAL CHART



SCHEDULE 20: TRAINING

1. Training

1.1 Supplier shall ensure that:

- 1.1.1 the Services are performed by competent Supplier Personnel for all relevant grades and skillsets to fulfil the Supplier's obligations under the Contract (including Schedule 3 (Specification));and
- 1.1.2 the relevant Supplier Personnel have completed the training required pursuant to this Schedule 20 (Training), including as set out in the Table (Company Mandatory Training of Supplier Personnel).

1.2 Supplier shall ensure that it keeps appropriate employee training and competency records in respect of the Supplier Personnel on the Supplier's competency management system and that such records are up to date at all times.

1.3 Supplier shall provide downloads of such employee training and competency records to the Company each Period.

Company Mandatory Training of Supplier Personnel

TfL Mandatory Training			
No	Training Course	Company Reference	Required For
1	TfL Basic Track Awareness	BTA	All Supplier Personnel undertaking maintenance activities in the railway environment
2	Sentinel ICI (with LU endorsement)	Sentinel ICI	All Supplier Personnel undertaking maintenance activities in the railway environment
3	Substation Training	Form 022b	All Supplier Personnel undertaking maintenance activities within a substation environment
4	TfL Secure Equipment Room Awareness	QAF54	All Supplier Personnel undertaking maintenance activities in Equipment Rooms
5	TFL Track Hazard Training	Track Hazard	All Supplier Personnel undertaking maintenance activities in the railway environment
6	TFL Fire Warden	FW	Site Person in Charge (SPC) or nominated responsible person only
7	TFL Fire Watchperson	FWP	Site Person in Charge (SPC) or nominated responsible person only

TfL Mandatory Training			
No	Training Course	Company Reference	Required For
8	TfL Basic Track Awareness Walk	BTAW	All Supplier Personnel undertaking maintenance activities in the railway environment
9	TfL Depot Track Access Walk	DTAW	All Supplier Personnel that undertaking maintenance activities within the depot track environment
10	TfL London Underground Individual Working Alone	LUIWA	All Supplier Personnel undertaking maintenance activities in the railway environment
11	TfL Local Induction Tour of Depot	Area A Tour	All Supplier Personnel undertaking maintenance activities within the depot track environment
12	TfL Passport to Depots (Core & Tour)	AREA A	All Supplier Personnel undertaking maintenance activities within the depot track environment
13	TfL Manual Handling	MH	All Supplier Personnel undertaking maintenance activities
14	TfL Site Person in Charge	SPC	Site Person in Charge (SPC) or nominated responsible person only
15	TfL Protecting Works on the Track	PWT – EH	Site Person in Charge (SPC) or nominated responsible person only (when working during engineering hours)
16	TfL Protecting Works on the Track	PWT – TH	Site Person in Charge (SPC) or nominated responsible person only (when working in a depot)
17	TfL Protecting Works on the Track	PWT – Depot	Site Person in Charge (SPC) or nominated responsible person only
18	TfL First Aid at Work	FAW	Site Person in Charge (SPC) or nominated responsible person only
19	Network Rail Controller of Site Safety	COSS	Site Person in Charge (SPC) or nominated responsible person only
20	Network Rail Personal Track Safety with Direct Current Conductor Rail	PTS DCCR	All Supplier Personnel undertaking maintenance activities in the railway environment where track access is required

TfL Mandatory Training			
No	Training Course	Company Reference	Required For
21	Network Rail Personal Track Safety	PTS	All Supplier Personnel undertaking maintenance activities in the railway environment when Network Rail rules apply

SCHEDULE 21: HEAVY GOODS VEHICLE DIRECT VISION STANDARD

1 Introduction

1. In this Schedule, the following terms shall have the corresponding meanings:

“Agreed HGV DVS Plan” means the Initial HGV DVS Plan as updated and approved in accordance with the terms of this Schedule;

“Initial HGV DVS Plan” means the initial plan set out at Appendix 1 which sets out and proposes how the Supplier shall ensure that:

(A) from and including 1 October 2018, all Category N3 Lorries used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating;

(B) from and including 1 April 2020 all Category N3 Lorries used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating; and

(C) so far as reasonably practicable, the conditions at all sites and locations within the control of the Supplier where:

(1) the Services are being delivered, or

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

are appropriate for each Category N2 Lorry and Category N3 Lorry being used in the provision of the Services. The Supplier shall not incur any costs or make any changes to the site(s) without the prior written consent of the Company.

2 HGV DVS Plan

2.1 The Supplier shall comply with the Initial HGV DVS Plan from the Commencement Date. Within fifteen (15) Working Days of the Commencement Date the Company shall either;

2.1.1 confirm that the Initial HGV DVS Plan is approved, in which case such plan shall become the Agreed HGV DVS Plan; or

2.1.2 provide the Supplier with any comments on and/or amendments to the Initial HGV DVS Plan.

2.2 Within thirty (30) Working Days (for the purpose of paragraph 2.1.2) or fifteen (15) Working Days (for the purpose of paragraph 2.3.2) of receipt of any comments and/or amendments from the Company in accordance with paragraph 2.1.2 or paragraph 2.3.2 (as applicable), the Supplier shall:

2.2.1 develop the Initial HGV DVS Plan to reflect such comments and/or amendments; and

- 2.2.2 submit an updated Initial HGV DVS Plan to the Company for approval.
- 2.3 Within fifteen (15) Working Days of receipt of the updated Initial HGV DVS Plan, the Company shall confirm that either the updated Initial HGV DVS Plan:
- 2.3.1 is approved, in which case it shall become the Agreed HGV DVS Plan; or
- 2.3.2 not approved and provide its further comments and/or amendments to the Supplier and the Supplier shall revise and re-submit the updated Initial HGV DVS Plan for approval in accordance with paragraph 2.2.
- The process set out in this paragraph 2.3 shall be repeated until the updated Initial HGV DVS Plan is approved by the Company.
- 2.4 Where the Company, acting reasonably, has not approved the updated Initial HGV DVS Plan, the Supplier may refer that decision to the dispute resolution process set out in the Contract.
- 2.5 Without limiting any other provision of this Contract, the Supplier shall, at no additional cost to the Company, and as part of the Services:
- 2.5.1 implement, observe and comply with the Agreed HGV DVS Plan; and
- 2.5.2 review and amend the Agreed HGV DVS Plan (as necessary) on each 12 month anniversary of the Commencement Date or earlier if requested by the Company, to reflect:
- 2.5.2.1 any changes to the nature of the Services; and
- 2.5.2.2 any comments and/or amendments made or proposed by the Company.

3 HGV DVS Co-ordinator

- 3.1 The Supplier shall nominate an employee/member of the Supplier with the necessary experience, competency and authority to:
- 3.1.1 be responsible for implementation and compliance with the Agreed HGV DVS Plan; and
- 3.1.2 act as the Supplier's authorised representative on all matters concerning the Agreed HGV DVS Plan ("**HGV DVS Co-ordinator**").
- 3.2 The Supplier shall add the HGV DVS Co-ordinator's details to the list of Key Personnel set out in Schedule 17.

4 Self Certification and Reporting

On each twelve (12) month anniversary of the Commencement Date, the Supplier shall submit a report to the Company which sets out the Supplier's progress in respect of implementation of the Agreed HGV DVS Plan and confirms (with supporting evidence) that the Supplier has complied with the Agreed HGV DVS Plan.

APPENDIX 1 TO SCHEDULE 21

Initial HGV DVS Plan

INVITATION TO TENDER (ITT) WHERE COMMERCIAL VEHICLES ARE TO BE USED IN THE SUPPLY CHAIN

1. WORK RELATED ROAD RISK (WRRR) REQUIREMENTS [APPLICABLE WHERE COMMERCIAL VEHICLES ARE TO BE USED IN THE SUPPLY CHAIN]

- 1.1 TfL is committed to increasing safety on London's roads, and [Work Related Road Risk \(WRRR\)](#) clauses have been included in TfL contracts since February 2012. All organisations using HGVs and vans to deliver TfL contracts (including subcontractors) must comply with WRRR, and must also be accredited to a minimum of FORS Silver throughout the life of the contract.
- 1.2 All drivers operating HGVs and vans will be required to undergo approved progressive driver training consisting of:
 - 1.2.1 Approved Vulnerable Road User (VRU) training specifically for the urban environment which includes on-road experience from a cyclist's perspective. This training is to be completed at least once every 5 years.
- 1.3 For more information on WRRR, please visit: <https://tfl.gov.uk/info-for/deliveries-in-london/delivering-safely/work-related-road-risk>

2. CONSTRUCTION LOGISTICS AND COMMUNITY SAFETY (CLOCS) REQUIREMENTS [APPLICABLE WHERE CONSTRUCTION PROJECTS EXCEED THE VALUE OF £1M]

- 2.1 All suppliers contracted to TfL on construction projects exceeding a value of £1M, or where significant road risk has been identified, are to ensure that the measures outlined in the [CLOCS Standard: managing Work Related Road Risk](#) are adopted throughout the life of the project.
- 2.2 For more information on the CLOCS, please visit: <https://www.clocs.org.uk/>

3. DIRECT VISION STANDARD (DVS) FOR HGVS [APPLICABLE WHERE THE FOLLOWING SCOPE IS TO BE MET:

- contracts, advertised on or after 1 April 2017, exceeding £1M (and)
- exceeding a duration of 12 months (and)
- using Heavy Goods Vehicles exceeding 12 tonnes (MAM) (where)
- a significant amount of the work will be completed in London]

BACKGROUND TO DVS FOR HGVS

- 3.1 On 30 September 2016, the Mayor launched the world's first Direct Vision Standard (DVS) for HGVs to improve the safety of all road users, particularly vulnerable road users such as pedestrians and cyclists. DVS establishes a star rating for HGVs from zero (lowest) to five (highest) based on the level of vision a driver can see directly through the windows without the use of cameras or mirrors. On the launch of the DVS the Mayor made the following commitment:

'TfL and the wider Greater London Authority group will lead by example and adopt the new Direct Vision Standard in all future contracts from the new financial year, to ensure that no trucks with poor direct vision are used in their future supply chains.'

The full press release can be found at: <https://www.london.gov.uk/press-releases/mayoral/new-measures-to-rid-london-of-dangerous-lorries>

- 3.2 In 2015, HGVs were involved in 20 per cent of pedestrian fatalities and 78 per cent of cyclist fatalities, despite HGVs making up only four per cent of road miles in London. HGV blind spots are a major contributory factor in fatal collisions involving cyclists and pedestrians. Larger vehicles have bigger front and nearside blind spots increasing the risk of them being involved in accidents. In particular, construction HGVs which are specifically designed to have a higher ground clearance in order to go 'off-road', were involved in 70 per cent of cyclist fatalities between 2012 and 2015.
- 3.3 To date, the regulatory solution for HGV blind spots has been to add mirrors to improve indirect vision. Drivers now have six mirrors fitted to their HGV cabs and many operators also fit cameras and sensor systems.
- 3.4 Research shows that drivers react more quickly when they can see cyclists and pedestrians directly through their windows rather than by use of mirrors or other equipment.

- 3.5 TfL worked with HGV manufacturers and a number of leading freight companies to develop the DVS.
- 3.6 The Mayor's intention is to use the DVS to ban or restrict the most unsafe 'zero star' rated HGVs from London's streets by 2020, and ensure that only HGVs suitable for urban environments (three [3] star and above) are used in London from 2024. To lead and help prepare the industry for this change, TfL has included minimum DVS requirements in new 'in scope' contracts advertised from 1 April 2017.
- 3.7 To meet the Mayoral commitment to improve the safety of vulnerable road users in London, TfL's objective is to utilise only DVS star rated HGVs within its supply chain. Compliance must be achieved as follows:
- 3.7.1 From 26 October 2019 all HGVs are to achieve a minimum of one (1) star DVS rating; and
- 3.7.2 From 26 October 2023 all HGVs are to achieve a minimum of three (3) star DVS rating.

4. HOW DVS IS RATED

- 4.1 Each HGV is awarded a rating based on how much a driver can see of the area of greatest risk to vulnerable road users. This area has been identified through analysis of collision data and through consideration of how much of a person can, and needs to be seen to avoid collision.
- 4.2 The area of greatest risk is split into different zones: the zones in which the greatest number of collisions occur, and therefore most important for the driver to be able to see in order to take action to avoid a collision, are awarded a higher weighting.
- 4.3 An objective, defined technical measurement is used to calculate the total volume of the weighted area of greatest risk that can be seen directly by the driver, and each vehicle is awarded a score. The score determines the star rating which rewards incremental improvements to direct vision.
- 4.4 The higher the star rating, the more a driver can see directly of the area of greatest risk. Five stars will represent those HGVs that allow the greatest direct visibility with features like low-entry and re-modelled cabs.

- 4.5 For more information on the DVS, please visit: <https://tfl.gov.uk/info-for/deliveries-in-london/delivering-safely/direct-vision-in-heavy-goods-vehicles>

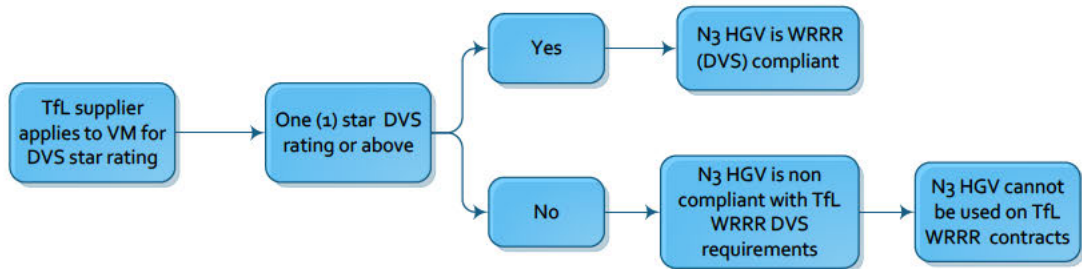
5. DVS STAR RATINGS

- 5.1 Vehicle manufacturers can provide the DVS star rating of your existing Euro VI vehicle(s) on request, but may need additional information such as the chassis number and age of the vehicle(s). Vehicle manufacturer contact details are provided at Appendix 2.
- 5.2 Vehicle manufacturers will calculate the star rating of vehicle(s) based on the approved technical protocol. We will keep a record of your star rating and a formal confirmation will be sent to you once the permit scheme proposals have been through the final consultation process.
- 5.3 Manufacturers are expected to receive a large number of enquiries but will aim to respond to you within 10 working days.
- 5.4 All suppliers (where applicable) are required to utilise Euro VI compliant (N3) HGVs that are rated one (1) star and above from 26 October 2019 and three (3) star from 26 October 2023.

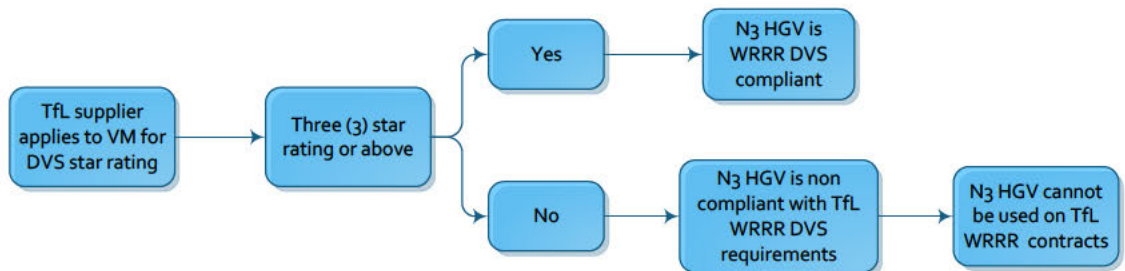
6. COMPLIANCE PROCESS

- 6.1 The process for verifying WRRR DVS compliance is illustrated below.

From and including - 26 October 2019 – WRRR DVS - Compliance Flow Chart



From and including - 26 October 2023 – WRRR DVS - Compliance Flow Chart



7. Tender Response and Contract Performance Requirements

- 7.1 TfL considers the DVS requirements to be relevant to the [INSERT TENDER NAME/ CONTRACT] as:
- 7.2 The contract value meets the threshold for application of DVS requirements which is £1m.
- 7.3 The contract duration is longer than twelve (12) months; and
- 7.4 A significant proportion of delivery of the contract is likely to be undertaken in London.
- 7.5 A briefing on the DVS requirements in this Invitation to Tender will form part of the bidders briefing session on [DAY, DATE, YEAR] this is optional.]

8. Invitation to Tender Requirements

- 8.1 As part of their response to this Invitation to Tender, bidders are required to prepare and submit an Initial DVS Plan using the template set out in Appendix 1.
- 8.2 Bidders are referred to the Contract Conditions in the DVS Schedule (Schedule [XX]) which sets out the contractual obligations relating to DVS.
- 8.3 Within [thirty (30) days] of the '[Contract Commencement Date (or insert other more appropriate milestone if HGVs will not be used in the initial stages of the contract)]' the Service Provider is required to develop the Initial DVS Plan into a detailed plan to be agreed with TfL. This will become the Agreed DVS Plan and will form part of the contract. TfL will provide assistance to the Service Provider during this process.
- 8.4 Bidders should refer to Schedule [XX] for further details on the process for developing the Initial and Agreed DVS Plans.

9. Evaluation

- 9.1 Bidders will be evaluated on the contents of their submitted Initial DVS Plan, which must meet the requirements specified at 3.7.

Appendices:

- 1: - Initial DVS Plan Template
- 2: - Vehicle Manufacturer (DVS) - Contact Details

Appendix 1 – Initial DVS Plan Template

DVS Plan Template

Note to bidders

The DVS Plan Template aims to capture how bidders plan to meet the DVS requirements.

Contact details

Supplier Cleshar Contract Services Ltd		
Contract name Track Cleaning & Graffiti Removal	Contract ref	TfL00916
DVS Coordinator	Name	[REDACTED]
Job title Transport Manager	Email	[REDACTED]@cleshar.co.uk
Phone number [REDACTED]	Mobile number	[REDACTED]

Contract overview

Please describe the HGV delivery and servicing requirements of the contract to which the DVS requirements are applicable and have been applied (max 250 words)

Cleshar has no vehicles over 3.5 tonnes and therefore has no vehicles that will require the DVS star rating or the HGV Safety Permit.

In terms of the supply chain we will be working with our contractors and suppliers to ensure that they are working towards compliance with the DVS standard and the Safety Permit, in readiness for the Permit implementation in October 2020.

DVS Plan

Please complete the following tables outlining how you plan to meet your DVS obligations in delivering the contract.

Fleet details	Metric	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5
Does [Service Provider] operate 'own account' HGVs to deliver the services?	Y/N	N	N	N	N	N	N
How many own account N3 Category HGVs does the [Service Provider] operate to deliver the services?	Quantity	0	0	0	0	0	0
How many sub-contract fleet operators does the [Service Provider] employ to deliver the services?	Quantity	<p>Cleshar has bespoke terms and conditions for contractors and looks for back to back terms and conditions to the main contract, as appropriate.</p> <p>Cleshar will be working with the supply chain to ensure that, where required, they are compliant by the deadline (Oct 2020). This will be an issue that will be included in the mobilisation programme for the contract.</p>					
How many sub-contract N3 Category HGVs does the [Service Provider] operate to deliver the services?	Quantity						
What is the total number of N3 Category HGVs employed to deliver the services?	*Total						

DVS Rating	Priority	Baseline	Year 1	Year 2	Year 3	Year 4	Year 5
What is the total number of zero-star rated N3 Category HGVs employed to deliver the services?	High	<p>Cleshar has bespoke terms and conditions for contractors and looks for back to back terms and conditions to the main contract, as appropriate.</p> <p>Cleshar will be working with the supply chain to ensure that, where required, they are compliant by the deadline (Oct 2020). This will be an issue that will be included in the mobilisation programme for the contract.</p>					
What is the total number of one star rated N3 Category HGVs employed to deliver the services?	Medium						
What is the total number of two-star rated N3 Category HGVs employed to deliver the services?	Medium						
What is the total number of three-star rated N3 Category HGVs employed to deliver the services?	Low						
What is the total number of four-star rated N3 Category HGVs employed to deliver the services?	Low						
What is the total number of five-star rated N3 Category HGVs employed to deliver the services?	Low						
What is the total number of N3 Category HGVs employed to deliver the services?	*Total						

HGV DVS method statement

Please provide details of the activities you will undertake to achieve compliance with the DVS requirements. This should include any information and assumptions made to inform the DVS Plan and any engagement with subcontractors, vehicle suppliers and off-road site operators that are relevant to what has been included in your DVS Plan.

Please describe how the [Service Provider] Category N3 HGV fleet used to deliver the contract will meet the outputs of the DVS Plan (Max 250 words)

Cleshar has no vehicles that require compliance to the DVS star rating or Safety Permit regime. However Cleshar is certified under the FORS scheme.

Please describe the engagement activities with Sub-Contractors that are required to deliver the contract, and how they will meet the outputs of the DVS Plan (max 250 words)

Cleshar has bespoke terms and conditions for contractors and looks for back to back terms and conditions to the main contract, as appropriate. As noted previously Cleshar will be working with the supply chain to ensure that, where required, they are compliant by the deadline (Oct 2020). This will be an issue that will be included in the mobilisation programme for the contract.

Please describe any engagement activities for [Service Provider] owned or operated Off-road Sites, and with Off-Road Site operators used to deliver the contract in order to meet the outputs of the DVS Plan (Max 250 words)

This is not applicable to this contract.

Please provide details of the Off-Road Sites that are required to deliver the contract.

Site name	Site operator	Site location	Site type	Ground rating

Appendix 2 - Vehicle Manufacturer - DVS Contact Details

Manufacturer	Contact	Phone	Email/online form
DAF	DAF central engineering	01844 261111	ukwvta@daftrucks.com
Dennis Eagle	-	-	www.dennis-eagle.co.uk/USV
MAN	Sales engineering	01793 448000	salesengineering@man.eu
Renault	Product engineering	01926 401777	DVS@renault-trucks.com
Scania	Product engineering	01908 210 210	product.engineeringuk@scania.com
Volvo	Sales engineering department	01926 401 777	Dvs@volvo.com
Mercedes-Benz	-	-	mbtrucks.product@daimler.com