



Contract Reference Number: tfl_scp_002075

Date: 26th May 2021

Contract for Services

between

London Bus Services Limited

and

Equipmake Limited

Version: Generic April 2020

Contents

CLAUSE	HEADING	PAGE
1.	DEFINITIONS AND INTERPRETATION	3
2.	COMMENCEMENT AND DURATION	10
3.	THE SERVICES	10
4.	CHARGES	11
5.	NOT USED	11
6.	WARRANTIES AND OBLIGATIONS	11
7.	OPERATIONAL MANAGEMENT	12
8.	SERVICE PROVIDER'S PERSONNEL	13
9.	SUB-CONTRACTING AND CHANGE OF OWNERSHIP	14
10.	CONFLICT OF INTEREST	16
11.	ACCESS TO PREMISES AND ASSETS	16
12.	COMPLIANCE WITH POLICIES AND LAW	17
13	LONDON LIVING WAGE	25
14	CORRUPT GIFTS AND PAYMENT OF COMMISSION	27
15	RISK AND TITLE IN SERVICE PROVIDER EQUIPMENT AND AUTHORITY ASSETS	27
16	QUALITY AND BEST VALUE	28
17	RECORDS, AUDIT AND INSPECTION	28
18	SET-OFF	28
19	INDEMNITY	29
20	INSURANCE	29
21	THE AUTHORITY'S DATA	30
22	INTELLECTUAL PROPERTY RIGHTS	30
23	PRIVACY, DATA PROTECTION AND CYBER SECURITY	30
24	CONFIDENTIALITY AND ANNOUNCEMENTS	31
25	FREEDOM OF INFORMATION AND TRANSPARENCY	32
26	DISPUTE RESOLUTION	33
27	BREACH AND TERMINATION OF CONTRACT	34
28	CONSEQUENCES OF TERMINATION OR EXPIRY	36
29.	NOT USED	37
30.	SURVIVAL	37
31.	RIGHTS OF THIRD PARTIES	37
32.	CONTRACT VARIATION	37
33.	NOVATION	37
34.	NON-WAIVER OF RIGHTS	38
35.	ILLEGALITY AND SEVERABILITY	38
36.	NOTICES	38
37.	COUNTERPARTS	39
38.	RELATIONSHIP OF THE PARTIES	39
39.	FURTHER ASSURANCE	39

40. GOVERNING LAW	39
SCHEDULE 1 - KEY CONTRACT INFORMATION.....	42
SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT	44
A12 OPTION TO EXTEND DURATION	44
SCHEDULE 3 – SPECIFICATION	45
SCHEDULE 4 – AUTHORITY VEHICLE ASSETS ERROR! BOOKMARK NOT DEFINED.	
SCHEDULE 5 - PROJECT PLAN.....	51
SCHEDULE 6 - FORM FOR VARIATION	53
SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS	54
SCHEDULE 8 – FEASIBILITY REPORT.....	55

THIS CONTRACT is made the 26th day of May 2021

BETWEEN:

- (1) **London Bus Services Limited** a company registered in England and Wales (Company Registration Number 03914787) whose registered office is at 5 Endeavour Square, London, E20 1JN ("**the Authority**"); and
- (2) **Equipmake Limited** a company registered in England and Wales (Company Registration Number **03402844**) whose registered office is at Lancaster House, 87 Yarmouth Road, Norwich, Norfolk, NR7 0HF ("**the Service Provider**").

RECITALS:

- A. The Service Provider has developed an electric bus drivetrain for new and retrofit vehicles. The Service Provider has been awarded grant funding from Innovate UK under the CELEB 2 – Cost Effective Electric Bus project totalling circa £5M to bring bus electrification technology to full production.
- B. Under a separate lease dated 7 May 2021 between the Service Provider and the Authority, the Authority has provided the Service Provider with a New Route Master bus that shall be the Vehicle used to deliver the Services.
- C. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- D. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

THE PARTIES AGREE THAT:

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

1. **Definitions and Interpretation**

In the Contract (including the Recitals):

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

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

"Authority Assets" means any assets (whether tangible or

intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the Authority Group, including but not limited to those items set out in Schedule 4, being the **Authority Vehicle Assets** and the Vehicle;

“Authority Group”

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

“Authority Premises”

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

“Authority Vehicle Assets”

those assets described in Schedule 4;

“Business Day”

any day excluding Saturdays, Sundays or public or bank holidays in England;

“Confidential Information”

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

“Contract”

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

“Contract Commencement Date”

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

“Contract Information”

the Contract in its entirety (including from time to time agreed changes to the Contract);

“Contract Manager”

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

- “Data Protection Legislation”** means:
- (a) the 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;
 - (b) Directive (EU) 2016/680 (the Law Enforcement Directive);
 - (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;
 - (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
 - (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;

“Feasibility Report” means the document set out in Schedule 8;

“Force Majeure Event” any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Affected Party to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

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

“In-service Trial Performance Targets” means the performance targets set out in Paragraph 12 of Schedule 3;

“Insolvency Event” any of the following:

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

“Intellectual Property Rights” any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or

process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“Key Personnel”

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

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments. For the avoidance of doubt, “Losses” shall include any and all costs incurred by the Authority due to loss, damage or destruction of its Vehicle, including costs incurred due to the Vehicle’s lack of availability, recovery costs incurred should the Vehicle’s electric drive system fail to operate and/or incurred in replacing the Vehicle entirely;

“Operator”

Metroline Travel Limited, a company registered in England and Wales (Company Registration Number 02328401) whose registered office is at ComfortDelGro House, 329 Edgware Road, Cricklewood, London NW2 6JP;

“Parties”

the Authority and the Service Provider (including their successors and permitted assignees) and **“Party”** shall mean either of them as the case may be;

“Personal Data”

has the meaning given to it in the Data Protection Legislation;

“Pre-Trial Acceptance Criteria”

means the criteria set out in Paragraphs 4 to 6 of Schedule 3;

“Processing”

has the meaning given to it in the Data Protection Legislation;

“Procurement Manager”

the person named as such in Schedule 1 and referred to in Clause 7 or such other

	person as notified to the Service Provider by the Authority;
“Project Plan”	the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract;
“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;
“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
“Service Provider’s Personnel”	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”	<p>(a) subject to Clause 27.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 32; and</p> <p>(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;</p>
“Specification”	the specification and other requirements set out in Schedule 3;
“Term”	the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
“TfL”	Transport for London, a statutory corporation established under the Greater London

Authority Act 1999;

“TfL Bus Specification”

means the “London Bus Services Limited Specification for new buses: Attachments Version 2.1 Issued December 2020” (or such version as updated from time to time) as provided by the Authority to the Service Provider;

“Transparency Commitment”

means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments; and

“Vehicle”

means the vehicle with fleet number LT11, registration number LTZ 1011, OEM build number AG967 and chassis number



- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
 - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
 - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;

- 1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.10 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. Commencement and Duration

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

3. The Services

3.1 The Service Provider:

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

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

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

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

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

3.3 The Service Provider shall provide the Services:

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

- 3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;
 - 3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
 - 3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.
- 3.4 Where in the reasonable opinion of the Authority the Service Provider has failed to provide the Services or any part of them in accordance with the Contract, the Service Provider shall, without prejudice to any of the Authority's other rights, re-perform the Services or part thereof as requested by the Authority at no cost and within such period of time as reasonably specified by the Authority.
- 3.5 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.
- 3.6 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.

4. **Charges**

- 4.1 The Parties acknowledge and agree that the Services shall be provided by the Service Provider to the Authority at no cost.

5. **Not used**

6. **Warranties and Obligations**

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

- 6.1.1 the Service Provider:

- 6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract; and

- 6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is

reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

- 6.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;
 - 6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;
 - 6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and
 - 6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

7. **Operational Management**

- 7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract.
- 7.2 The Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:
 - 7.2.1 variations to the Contract;
 - 7.2.2 any matter concerning the terms of the Contract; and
 - 7.2.3 any financial matter,which shall be referred to the Procurement Manager.
- 7.3 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no cost such reports on the provision of the Services as the Authority may reasonably request.

8. Service Provider's Personnel

- 8.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.
- 8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.
- 8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.
- 8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).
- 8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.
- 8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.
- 8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the

tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

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

9. Sub-Contracting and Change of Ownership

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

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

9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;

9.2.2 be responsible for payments to that person;

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

9.2.4 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify the Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;

9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);

9.2.6 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued

by the Secretary of State under it when appointing any such sub-contractor;

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

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

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

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

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

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

9.4.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and

9.4.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company; and

9.4.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of

50% or more of the management personnel of the Service Provider.

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

10. Conflict of Interest

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

10.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 27.1.4.

11. Access to Premises and Assets

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

11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;

11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;

11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;

- 11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;
 - 11.1.5 not damage the Authority Premises or any assets on Authority Premises;
 - 11.1.6 securely store those Authority Assets removed from the Vehicle during the course of the Services until such time as the Authority Assets are fitted back onto the Vehicle or otherwise returned to the Authority in accordance with the terms of the Contract;
 - 11.1.7 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider's Personnel in the performance of the Services.
- 11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.
- 11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

12. **Compliance with Policies and Law**

- 12.1 The Service Provider, at no additional cost to the Authority:
- 12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the

policies and standards of each of the GLA and TfL shall apply as appropriate;

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

relevant to the Contract and the Service Provider's activities;

- 12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. - 12.1.5;
 - 12.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4. - 12.1.5;
 - 12.1.6.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Clause 12.1.6 as if the sub-contractor were in the position of the Service Provider;
 - 12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and cooperate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and
 - 12.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.
- 12.1.7 without prejudice to any other provision of this Clause 12.1 or the Schedules, where TfL is the Authority, comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.7, "**Traffic Manager**" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;
- 12.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;
- 12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it; and

12.1.10 where applicable to the Service Provider and without limiting the generality of Clause 12.1.2, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

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

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

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

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

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

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

Work Related Road Risk

12.3 For the purposes of Clauses 12.3 to 12.12 (inclusive) of this Contract, the following expressions shall have the following meanings:

“Alternative Scheme”	has the meaning given to it in Clause 12.4.1;
“Approved Progressive Driver Training”	an ongoing programme of Drivers' training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment (including on-road experience from a cyclist's perspective), which is required to be completed at least once every 5 years;
“Car-derived Van”	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;

“Category N2 HGV”	a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;
“Category N3 HGV”	a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;
“CLOCS Standard”	the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites; further information can be found at: www.clocs.org.uk ;
“Collision Report”	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
“Delivery and Servicing Vehicle”	a HGV, a Van or a Car-derived Van;
“Driver”	any employee of the Service Provider (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;
“DVLA”	Driver and Vehicle Licensing Agency;
“Direct Vision Standard” or “DVS”	Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk ;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic

performance;

“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk ;
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk ;
“HGV”	a vehicle with a MAM exceeding 3,500 kilograms;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
“Silver Accreditation”	the minimum level of accreditation within the FORS Standard acceptable for the contract schedule, the requirements of which are more particularly described at: www.fors-online.org.uk ;
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms; and
“WRRR Self-Certification Report”	has the meaning given to it in Clause 12.10.

Fleet Operator Recognition Scheme Accreditation

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

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

12.4.2 (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent audit in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme.

Alternatively, where the Service Provider has attained Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Features on HGVs

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

Construction Logistics and Community Safety (CLOCS)

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

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

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

12.6.2.1 the Services are being delivered; or

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

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

Direct Vision Standard (DVS)

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

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

12.7.2 the Service Provider shall ensure that:

12.7.3 from and including 26 October 2019, all Category N3 HGVs used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating; and

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

Driver Training

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

Collision Reporting

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

Self-Certification of Compliance

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

Obligations of the Service Provider Regarding Sub-contractors

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

12.11.1 Clauses 12.4, 12.8, 12.9, 12.10; and

12.11.2 for Category N2 HGVs – Clause 12.5; and

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

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

Failure to Comply

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

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

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

13 London Living Wage

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

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

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

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

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

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

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

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

13.2.2 ensure that none of:

13.2.2.1 its employees; nor

13.2.2.2 the employees of its Sub-contractors,

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

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

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

13.2.3.2 reasonable evidence that Clause 13 has been implemented;

13.2.4 disseminate on behalf of the Authority to:

13.2.4.1 its employees; and

13.2.4.2 the employees of its Sub-contractors,

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

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

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

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

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

13.3 For the avoidance of doubt the Service Provider shall:

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

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

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

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

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

14 Corrupt Gifts and Payment of Commission

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

15 Risk and Title in Service Provider Equipment and Authority Assets

15.1 Risk in:

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

15.1.2 the Vehicle and the Authority Vehicle Assets shall be with the Service Provider until the completion of the Services in accordance with the Contract; and

15.1.3 all other equipment and materials forming part of the Services ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the Contract,

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

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

15.3 Title in:

15.3.1 all Service Provider Equipment shall remain with the Service Provider at all times;

15.3.2 all Authority Assets shall remain with the Authority at all times; and

15.3.3 the Materials shall remain with the Service Provider at all times,

16 Quality and Best Value

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

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

17 Records, Audit and Inspection

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

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

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

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

18 Set-Off

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising

out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract or under any other contract with any member of the Authority Group may recover such amount as a debt.

19 Indemnity

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

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

20 Insurance

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

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

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

20.1.3 product liability; and

20.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 20.1.1 or, if applicable, the product liability insurance referred to in Clause 20.1.3. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.

- 20.2 The insurance cover will be maintained with a reputable insurer.
- 20.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 20.1 and payment of all premiums due on each policy.
- 20.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 20.1 being or becoming void, voidable or unenforceable.
- 20.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.
- 20.6 The insurances in Clauses 20.1.1, 20.1.2 and 20.1.3 shall be endorsed such that:
- 20.6.1 any care, custody or control exclusion shall not apply to the Authority Assets, or any other items or property provided to the Service Provider by the Authority or the Operator to assist with the provision of the Services;
- 20.6.2 it extends to indemnify the Authority and the Operator in relation to any claims arising as a result of the acts or omissions of the Service Provider in connection with the Services; and
- 20.6.3 the Service Provider acknowledges that neither the Authority or the Operator are under any obligation to insure the Service Provider's electric drive system against loss or damage which may arise during the course of the Services.

21 The Authority's Data

- 21.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.
- 21.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

22 Intellectual Property Rights

- 22.1 The Service Provider hereby retains all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services (the "**Products**") and in all items not prepared or developed for the purposes of this Contract. The Service Provider grants the Authority a transferable (through assignment, novation, sub-licence or any other form

of transfer) within the Authority Group, royalty-free licence in perpetuity free of charge to use such Products for the sole purpose of completing the vehicle trial.

22.2 Not used.

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

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

23 Privacy, Data Protection and Cyber Security

23.1 The Service Provider shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with Schedule 2 of this Contract.

23.2 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

24 Confidentiality and Announcements

24.1 Subject to Clauses 24.7 and 25, the Service Provider will keep confidential:

24.1.1 the terms of this Contract; and

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

24.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 24.1.

24.3 The obligations on the Service Provider set out in Clause 24.1 will not apply to any Confidential Information:

24.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 24);

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

24.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body

who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.

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

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

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

24.7 Any reports published by the Service Provider shall not be deemed to be Confidential Information.

25 Freedom of Information and Transparency

25.1 For the purposes of this Clause 25:

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

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

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

25.2 The Service Provider acknowledges that the Authority:

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

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

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

25.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information

Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and

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

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

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

25.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 24.1 and Clause 25, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.

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

25.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 25.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

26 **Dispute Resolution**

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

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

- 26.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party (“**Notice**”) to commence such process and the Notice shall identify one or more proposed mediators.
- 26.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution (“**CEDR**”) in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 26.5 Where a dispute is referred to mediation under Clause 26.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 26.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties’ authorised representatives, shall be final and binding on the Parties.
- 26.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 41.
- 26.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 26.
- 26.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 26 and Clause 26 shall not apply in respect of any circumstances where such remedies are sought.

27 Breach and Termination of Contract

- 27.1 Without prejudice to the Authority’s right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:
- 27.1.1 In addition and without prejudice to Clauses 27.1.2 to 27.1.6 (inclusive), the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;

- 27.1.2 the Service Provider fails to meet the Pre-Trial Acceptance Criteria within one calendar year of the Contract Commencement Date;
- 27.1.3 the Service Provider fails to meet the In-service Performance Targets;
- 27.1.4 the Service Provider is subject to an Insolvency Event;
- 27.1.5 in the event that there is a change of ownership referred to in Clause 9.3 or the Service Provider is in breach of Clause 9.3;
- 27.1.6 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;
- 27.1.7 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or
- 27.1.8 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or
- 27.1.9 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law.
- 27.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 27.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.
- 27.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 27.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected

Party shall not be liable to the Innocent Party by reason of such termination.

27.4 Without prejudice to the Authority's right to terminate the Contract under Clause 27.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 27.4 may be disapplied by notice to that effect in Schedule 1.

27.5 Not used.

27.6 To the extent that the Authority has a right to terminate the Contract under this Clause 27 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

28 Consequences of Termination or Expiry

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

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

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

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

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

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

28.3.1.3 unless agreed otherwise by the Parties in writing, remove any and all Service Provider Equipment from the Vehicle and properly reinstall any and all Authority Assets in accordance with Schedule 3.

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

29. Not used

30. **Survival**

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 15, 17-21 (inclusive), 22.2, 23-26 (inclusive), 28, 29-32 (inclusive), 34-41 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

31. **Rights of Third Parties**

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

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

32. **Contract Variation**

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

33. **Novation**

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

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

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

34. **Non-Waiver of Rights**

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 36. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

35. **Illegality and Severability**

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

36. **Notices**

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

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

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

36. **Entire Agreement**

36.1 Subject to Clause 37.2:

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

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

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

37. Counterparts

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

38. Relationship of the Parties

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

39. Further Assurance

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

40. Governing Law

The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 26, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service

Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

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

Signed by
for and on behalf of
the Authority

)
)
)



Commercial Manager

Signature

Print name and position

Date: 26th May 2021

Signed by
for and on behalf of
the Service Provider



Managing Director

Signature

Print name and position

Date: 26th May 2021

SCHEDULE 1 - KEY CONTRACT INFORMATION

1. **Contract Reference Number:** tfl_scp_002075
2. **Name of Service Provider:** Equipmake Limited
3. **Commencement:**
 - (a) **Contract Commencement Date:** 21 May 2021
 - (b) **Service Commencement Date:** 21 May 2021
4. **Duration/Expiry Date:** the Contract shall expire two years from the Contract Commencement Date, with an option to extend for one year as further described in Clause A12.1 of Schedule 2.
5. **Not used.**
6. **Not used.**
7. **Not used.**

8. Details of the Authority's Contract Manager

Name: [REDACTED]
Address: 10th Floor, Palestra, 197 Blackfriars Rd, London SE1 8NJ
Mobile : [REDACTED]
Email: [REDACTED]@tfl.gov.uk

9. Details of the Authority's Procurement Manager

Name: [REDACTED]
Address: Palestra, 197 Blackfriars Rd, London SE1 8NJ
Tel: [REDACTED]
Mobile: [REDACTED]
Email: [REDACTED]@tfl.gov.uk

10. Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility
██████████	██	Overall project
████████████████████	██	Technical Lead

11. Notice period in accordance with Clause 27.4 (termination without cause):
90 days unless an alternative is listed here.

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

For the Authority: Transport for London
Palestra
197 Blackfriars Road,
London SE1 8NJ

For the attention of: ██████████

For the Service Provider: Equipmake Ltd
Unit 7 Snetterton Business Park
Snetterton
Norfolk NR16 2JU

For the attention of: ██████████

13. Office facilities to be provided to the Service Provider in accordance with Clause 11.3: N/A

14. Training to be provided by the Service Provider in accordance with Clause 8.8: The Service Provider shall provide training to the relevant personnel of Authority's Operator and relevant Authority personnel. The Service Provider shall also provide sufficiently detailed written training materials regarding the operation of the Service Provider Equipment to assist members of the emergency services in the case of accidents.

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

A12 Option to Extend Duration

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

SCHEDULE 3 – SPECIFICATION

Overview

1. The Service Provider will retrofit its proprietary electric bus drivetrain equipment onto the Vehicle in order that a 'proof of concept' trial of the Vehicle can be carried out to determine whether the Service Provider Equipment works and how it functions when in service on a London bus route.
2. The Parties agree that the Vehicle fitted with such Service Provider Equipment will be trialled in normal service by the Operator under the Bus Route Contract Framework Agreement entered into between London Bus Services Limited and Metroline Travel Limited and dated 1 September 2018.
3. The Service Provider shall adhere to the timescales set out in Schedule 5 in delivering the Services.

Trial stages

Pre-trial

4. The Service Provider will undertake all necessary conversion and development work on the Vehicle to incorporate the required Service Provider Equipment in accordance with the plans set out in the Feasibility Report. Such work and all other work associated with delivery of the Services shall be delivered at zero (nil) cost to the Authority.
5. The Authority and Operator must be satisfied with the build quality, system performance and safety of the Vehicle following inspection of the Vehicle at the Service Provider's facility. This will include driveability and range testing based on simulated route driving on the proving ground.
6. The Vehicle shall complete a five-hundred-mile road test at the Service Provider's facility with no faults.
7. Following successful fitment of the Service Provider Equipment and satisfaction of Paragraphs 4 to 6 of this Schedule, the Service Provider shall arrange for delivery of the Vehicle to the Operator at Metroline Central Engineering & Logistics Facility, 20-23 Perivale Park Industrial Estate, Horsenden Lane South, Greenford, UB6 7RJ or such other address as notified by the Authority.

In-service trial

8. The Service Provider shall successfully achieve the following criteria prior to the Vehicle entering service as part of the trial:
 - 8.1 the Vehicle must achieve a simulated range test of 125 miles on one charge;
 - 8.2 the Operator's representative must approve the Vehicle's driving performance and characteristics;
 - 8.3 the Vehicle must successfully complete the specified London route for a minimum of 3 days of normal service simulation whilst not carrying passengers;
 - 8.4 the Vehicle must pass all legal approvals and roadworthiness checks as set out in section 16 of the Feasibility Report;
 - 8.5 the Authority and Operator must be satisfied that the Vehicle has acceptable maintenance requirements and that physical access to the relevant components is sufficient to perform this maintenance;
 - 8.6 the Vehicle's HVAC system shall perform to the minimum standard defined in the TfL Bus Specification,

together being the "Pre-Trial Acceptance Criteria".
9. The Vehicle must achieve the Pre-Trial Acceptance Criteria within one year of the Contract Commencement Date. Where the Vehicle fails to achieve the Pre-Trial Acceptance Criteria within one year of the Contract Commencement Date, the Service Provider will restore the Vehicle to its original state at zero (nil) cost to the Authority or Operator, as described in the Post-trial section below.
10. Subject to the successful completion of the Pre-Trial Acceptance Criteria, the trial shall last a minimum of six months. Two reviews will be undertaken by the Authority and the Operator after three and six months.
11. Failure to meet the following performance targets may result in termination of the trial:
 - 11.1 a minimum 90% availability over a rolling three-month period, where the Authority deems at its sole discretion that such availability issues are related to the Service Provider Equipment;
 - 11.2 the Vehicle must perform the daily route requirements reliably in accordance with the minimum requirement of 125 miles per day as described in the Feasibility Report;
 - 11.3 the Vehicle must achieve the charging times set out in the Feasibility Report;

- 11.4 the Vehicle must have no safety related incidents or failures of safety critical components;
- 11.5 any diagnostics, repairs and replacement parts must be supplied by the Service Provider in a timely manner,
together being the “In-service Performance Targets”.
12. The Service Provider will provide a maintenance and operations manual and provide training to the relevant Authority and Operator personnel.
13. The Service Provider shall perform the following obligations during the trial period:
 - 13.1 maintain a remote diagnostic service on the Vehicle and a manned telephone line for diagnostic support. Such support shall be available to the Authority and its subcontractors including the Operator from 8am to 6pm every Business Day;
 - 13.2 attend to the Vehicle within 24 hours of a vehicle off road fault which cannot be resolved via remote diagnostics and is due to the Service Provider Equipment;
 - 13.3 attend to the Vehicle within 72 hours of a non-vehicle off road fault which cannot be resolved via remote diagnostics and is due to the Service Provider Equipment;
 - 13.4 maintain a spares stock for key items and repair and replace any faulty component fitted to the Vehicle in relation to the Services within 5 days;
 - 13.5 provide all necessary support for the Vehicle during the trial period, warrant all Service Provider Equipment;
 - 13.6 The Service Provider shall provide monthly reports on vehicle availability and performance, including detailed breakdown on the energy used.

Post-trial

14. Within three months from the end of the trial or termination of the Contract in accordance with Clause 27.1, the Service Provider shall remove all Service Provider Equipment fitted on the Vehicle and shall return the Vehicle to its original state, properly reincorporating any and all Authority Equipment removed from the Vehicle during the trial. For the avoidance of doubt, the Authority will not be liable for any costs associated with the return and removal of the Service Provider’s Equipment from the Vehicle or for putting the Vehicle back into its original state.

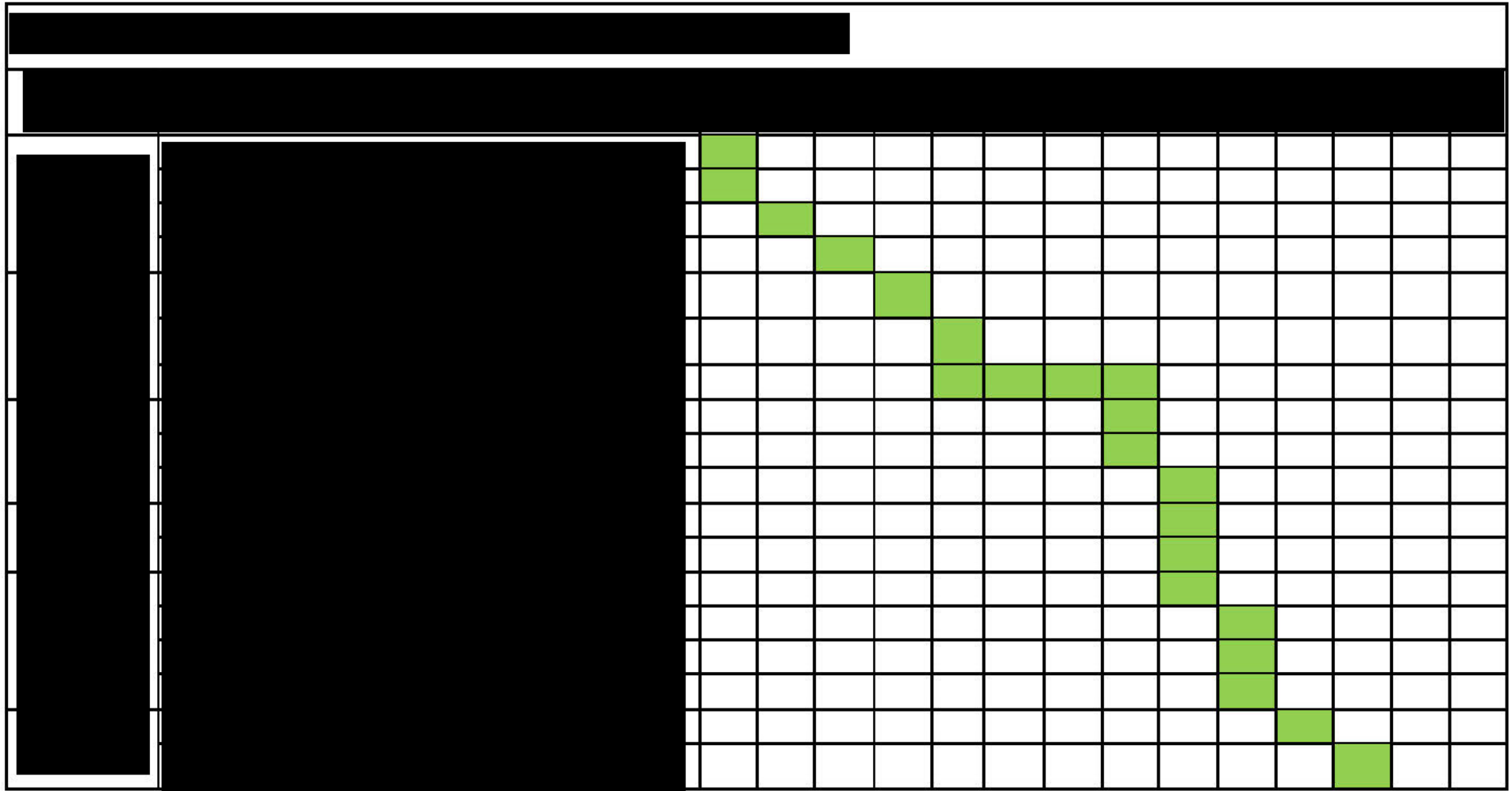
15. The Service Provider will provide the Authority with a report detailing the key Authority desired output information, including vehicle energy usage and trial conclusions. Simulation data to show the predicted range based on the real-world information gathered via the trial should also be provided for agreed route/s and loadings.

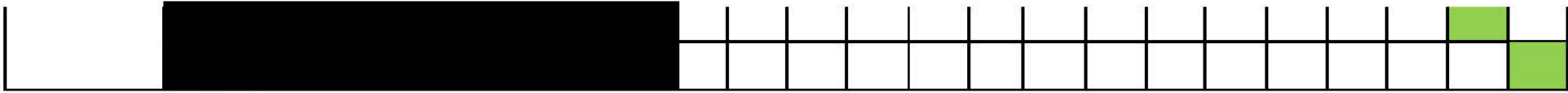
SCHEDULE 4 – AUTHORITY VEHICLE ASSETS

Item description	Supplier Part Number	Equipmake part number	Location
Battery pack		EQUTFL1011-001	
Engine Cummins ISBe 4,5 (dry with cush drive)		EQUTFL1011-002	
Engine ancillaries: starter, mounting brackets, bolts		EQUTFL1011-003	
Engine oil		EQUTFL1011-004	
Generator		EQUTFL1011-005	
Engine Radiator and fan assembly		EQUTFL1011-006	Wymondham
header tank, hoses		EQUTFL1011-007	Wymondham
Fuel feed system inc filter		EQUTFL1011-008	Wymondham
Exhaust and aftertreatment DPF c/w brkts and bolts		EQUTFL1011-009	Wymondham
Air filter and intake hoses		EQUTFL1011-010	Wymondham
Diesel fuel ≈ 135 litres removed		EQUTFL1011-011	Wymondham
Fuel tank c/w straps, fixings, sensors, filler head		EQUTFL1011-012	Wymondham
Ad-Blue tank INCLUDING fluid		EQUTFL1011-013	Wymondham
Brake resistor c/w cooling hose		EQUTFL1011-014	Wymondham
Traction motor		EQUTFL1011-015	Wymondham
Traction motor fixings, brackets, bolts		EQUTFL1011-016	Wymondham
Engine coolant (spec' 55litres) + hybrid coolant (spec' 40litres)		EQUTFL1011-017	Wymondham
Battery cooling system: chiller unit		EQUTFL1011-018	Wymondham
Battery cooling system:hdr tank, pipes,pump		EQUTFL1011-019	Wymondham

Item description	Supplier Part Number	Equipmake part number	Location
Battery cooling pipes,pump		EQUTFL1011-020	Wymondham
Inverter, e-motor		EQUTFL1011-021	Wymondham
VPM for e-motor (voltage protection module)		EQUTFL1011-022	Wymondham
HV distribution box		EQUTFL1011-023	Wymondham
Inverter, generator		EQUTFL1011-024	Wymondham
HV cables traction motor to inverter		EQUTFL1011-025	Wymondham
HV cables generator to inverter		EQUTFL1011-026	Wymondham
Subframe, engine compartment c/w Grayson pump and bracket		EQUTFL1011-027	Wymondham
Insulation, engine compartment		EQUTFL1011-028	Wymondham
Engine sensors		EQUTFL1011-029	Wymondham
Ad blue pump		EQUTFL1011-030	Wymondham
Condenser main system		EQUTFL1011-031	Wymondham
HVAC compressor incl hoses		EQUTFL1011-032	Wymondham
Heat exchanger in drivers cab		EQUTFL1011-033	Wymondham
2 x heat exchangers in upper deck roof		EQUTFL1011-034	Wymondham

SCHEDULE 5 - PROJECT PLAN





SCHEDULE 6 - FORM FOR VARIATION

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone: *[to be inserted]*

Fax: *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 32 of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.

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

.....
For the Authority (signed)

.....
(print name)

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

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

Not used.

SCHEDULE 8 – FEASIBILITY REPORT

