

Contract Reference Number: tfl_scp_000383

Date: 11th December 2012

Contract for Services

between

London River Services Limited

and

Briggs Marine Contractors Limited

CONTENTS

Clause		Page
1	DEFINITIONS	1
2	COMMENCEMENT AND DURATION	7
3	MOBILISATION	8
4	THE SERVICES.....	8
5	THE ASSETS.....	9
6	THE PREMISES	11
7	SAFETY REQUIREMENTS	11
8	OPERATOR'S LICENCE	12
9	COMPLIANCE WITH LAWS	12
10	CONTRACT PRICE AND PAYMENT	13
11	FINANCIAL PROVISIONS	15
12	INSPECTIONS.....	16
13	OPERATOR'S PERSONNEL.....	16
14	PENSIONS.....	20
15	INFORMATION, ACCESS AND AUDIT.....	24
16	MANAGEMENT OF THE SERVICES.....	25
17	CHANGES TO THE SERVICES	27
18	FAILURE TO PERFORM	29
19	MINIMUM PERFORMANCE STANDARDS	29
20	INDEMNITY	30
21	INSURANCES.....	31
22	ADVERTISING AND MEDIA COMMUNICATIONS	33
23	INTELLECTUAL PROPERTY AND LONDON 2012.....	33
24	CONFIDENTIALITY.....	34
25	DATA PROTECTION	35
26	FREEDOM OF INFORMATION.....	36
27	TERMINATION	37
28	CONSEQUENCES OF TERMINATION OR EXPIRY	38
29	EXIT PLANNING	39
30	FORCE MAJEURE	41
31	SUFFICIENCY OF TENDER AND CONFLICT	41
32	EQUALITY AND DIVERSITY	41
33	LOST PROPERTY.....	45
34	CONTRACT VARIATION	45
35	ASSIGNMENT, NOVATIONS AND DISPOSALS	45
36	SET OFF.....	46
37	WAIVER.....	46
38	VALIDITY, LEGALITY, ENFORCEABILITY	46
39	NOTICES.....	47
40	SURVIVAL	47
41	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	47
42	ENTIRE AGREEMENT.....	48

43	CHANGE OF CONTROL OR OWNERSHIP.....	48
44	DISPUTE RESOLUTION.....	48
45	JURISDICTION.....	49
456	TIMBER STANDARDS	49
457	WORK RELATED ROAD RISK	54

Schedules

1	Key Contract Information.....	58
2	Mobilisation Plan	59
3	Services Specification	60
4	Performance Management.....	79
5	Contract Price	88
6	Key Personnel	96
7	Employees.....	97
8	Bulk Transfer Terms	110
9	Lease	114
10	Authority's Policies	115
11	Business Continuity Planning Guidance.....	119
12	Primary Insurances	120
13	Form of Variation	121

THIS CONTRACT is made the 11th day of December 2012

BETWEEN:

- (1) **LONDON RIVER SERVICES LIMITED** a company registered in England and Wales (Company Registration Number 03485723) whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL (the “**Authority**”); and
- (2) **BRIGGS MARINE CONTRACTORS LIMITED** a company registered in Scotland (Company Registration Number SC114978) whose registered office is at Seaforth House, Seaforth Place, Burntisland, Fife KY3 9AX (the “**Operator**”).

RECITALS:

- (A) Pursuant to Section 257 of the Greater London Authority Act 1999, Transport for London (“**TfL**”) is responsible for the provision of the Woolwich Ferry.
- (B) The Authority is a wholly owned subsidiary company of TfL with delegated responsibility for the provision of the Woolwich Ferry.
- (C) The Authority wishes the Operator to operate the Woolwich Ferry and to provide maintenance services in respect thereof and the Operator has agreed to operate the Woolwich Ferry and provide such services to the Authority on the terms and conditions set out in this Contract.

THE PARTIES AGREE THAT:

1. DEFINITIONS

In this Contract (including the Recitals):

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

- | | |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Administering Authority” | means the London Pensions Fund Authority acting in its capacity as the administering authority of its fund within the LGPS in accordance with the provisions of the Local Government Pension Scheme (Administration) Regulations 2008; |
| “Admission Agreement” | means an admission agreement entered into in accordance with regulation 6 of the Local Government Pension Scheme (Administration) Regulations 2008 by the Administering Authority, the Authority and the Operator; |
| “Admission Body” | means a transferee admission body for the purposes of regulation 6 of the Local Government Pension Scheme (Administration) Regulations 2008; |
| “Asset Register” | means the inventory of Assets agreed by the Operator and the Authority during the Mobilisation Period, and as shall be updated by the Operator in accordance with clause 5.2 from time to time; |

“Assets”	means the Vessels, Equipment and any other assets, infrastructure, equipment or materials required for or in connection with the operation of the Woolwich Ferry and/or the performance of the Services from time to time;
“Authorisation Procedure”	means the following procedure: <ul style="list-style-type: none"> (a) the Operator shall inform the Authority in writing of its intent to use its staff as Operator’s Personnel at least 10 Working Days prior to the date of when it wishes those staff to become members of the Operator’s Personnel; (b) the Operator shall promptly provide the Authority with all information reasonably requested by the Authority and the Authority shall consider the application and respond to the Operator within 5 Working Days of receipt; (c) the Authority in considering the application will need to be satisfied that the proposed member of the Operator’s Personnel is a competent and fit person to be providing the Services;
“Authority’s Policies”	means all of the policies referred to in clause 13.8.6.1 including but not limited to the provisions set out in Schedule 10;
“Budget”	means the agreed 4 weekly budget for the Charges as set out in Schedule 5;
“Business Continuity Plan”	means the Operator’s plan for its response, back up procedures and business continuity in the event of a Disaster, including emergency response, incident management and business recovery, to be prepared and updated in accordance with clause 16.3;
“Business Continuity Policy”	means the Operator’s Business Continuity Policy as set out in Schedule 11;
“Cessation Date”	means any date on which the Operator ceases to be an Admission Body other than as a result of the termination of this Contract or because it ceases to employ any Eligible Employees;
“Change of Control”	means a change in control as defined by section 416 of the Income and Corporation Taxes Act 1988;
“Change of Ownership”	means any material change to the ownership of any shareholding in the Operator (that carries the right to vote in general meetings of the shareholders of the Operator), and a change in the ownership is material if it is a change of 10% or more of the Operator’s issued share capital during the duration of this Contract;
“Charges”	means the charges for the provision of the Services (excluding the Management Fee and the

	Mobilisation Fee) as set out in Schedule 5, but excluding any costs incurred by the Operator arising from the Operator's default or any act or omission in breach of this Contract;
"Compensation Regulations"	means the Local Government (Discretionary Payments) Regulations 1996 and the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006;
"Contract"	means this contract, including the Schedules and all other documents referred to in this contract;
"Contract Commencement Date"	means the date for commencement of this Contract as specified in Schedule 1;
"Contract Manager"	means the representative of the Authority as set out in Schedule 1 or his nominee, each as may be replaced by the Authority from time to time;
"Contract Price"	means the Charges, the Management Fee and the Mobilisation Fee as set out in Schedule 5;
"Contract Reference Number"	means the reference number for this Contract as set out in Schedule 1;
"Data Protection Legislation"	means the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Disaster"	means any unplanned interruption which significantly impairs the ability of the Operator to perform the Services (in whole or in part) to the Minimum Performance Standards and/or in accordance with the other terms of this Contract;
"Eligible Employees"	means the Employees who are active members of or have the right to acquire benefits under the LGPS on a Relevant Transfer Date for so long as they are employed in connection with the provision of the Services or part of such Services;
"Employees"	means those employees whose contracts of employment transfer to the Operator from the Outgoing Operator as at the Services Commencement Date, being those employees who are listed in Annex 1 to Schedule 7;

“Employment Regulations”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
“Equipment”	means the equipment required for the provision of the Services and the operation of the Woolwich Ferry, including spare parts;
“Exit Plan”	means the exit plan for the orderly handover of the Services from the Operator to the Authority or a Replacement Operator to be prepared and updated in accordance with clause 29 and implemented in the event of the termination of this Contract howsoever arising;
“Gainshare Mechanism”	means the principles and mechanism for the sharing of financial benefits as set out in Part B of Schedule 4;
“GLA Act”	means the Greater London Authority Act 1999;
“Intellectual Property Rights”	means any patent, know-how, trade mark or name, service mark, logo, brand, design right (in each case whether registered or unregistered), copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;
“Interim Services Manager”	means the interim representative of the Operator as set out in Schedule 1 as shall be replaced in accordance with clause 16.2;
“Key Personnel”	means those personnel identified in Part A and Part B of Schedule 6 for the roles attributed to such personnel, as modified pursuant to clause 13;
“Lease”	means the Lease set out in Schedule 9;
“LGPS”	means the Local Government Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under sections 7 and 12 of the Superannuation Act 1972;
“London Wage”	Living means the basic hourly wage of £8.30 (before tax, other deductions and any increases for overtime) as may be updated over time by the Greater London Authority;
“Maintenance Services”	means the maintenance services set out in Part B of Schedule 3;
“Management Fee”	means the fixed management fee set out in Schedule 5;
“Minimum Performance”	means the minimum acceptable standards of performance for the Services as set out in Part A of Schedule 4 (or as amended or added to from time to

Standards"	time in accordance with this Contract);
"Mobilisation Fee"	means the fee for implementing and completing the Mobilisation Plan set out in Schedule 5;
"Mobilisation Period"	means the period specified in Schedule 2;
"Mobilisation Plan"	means the plan set out in Schedule 2 for the orderly handover of the Services (including any preparatory works required to be carried out by the Operator) from the Outgoing Operator to the Operator during the Mobilisation Period;
"New Employees"	means those employees of the Operator and/or any sub-contractor used to provide the Services who will be working alongside the Employees;
"Official"	means the Contract Manager or such other employee, agent or contractor of the Authority as notified to the Operator by the Authority from time to time;
"Operational Services"	means the operational services set out in Part A of Schedule 3;
"Operator's Personnel"	means all employees, staff, other workers, agents and consultants of the Operator and of any sub-contractors who are engaged in the provision of the Services from time to time;
"Operator's Policies"	means the Operator's internal group policies notified to the Authority and as may be updated from time to time;
"Outgoing Operator"	means Serco, Serco House, 16 Bartley Wood Business Park, Bartley Way Hook, Hampshire RG27 9UY PW;
"Parties"	means the Authority and the Operator (including their successors and permitted assignees) and "Party" shall mean either of them as the case may be;
"Period"	means the Authority's 4-weekly periods commencing on 01 April;
"Premises"	means the land and property owned or leased by the Authority or any member of the TfL Group and used in connection with the Woolwich Ferry as set out in the Lease;
"Protected Characteristic"	means a protected characteristic as defined by the Equality Act 2010;
"Relevant Transfer Date"	means the date on which the contract of employment of an Eligible Employee becomes, by virtue of the application of the Employment Regulations in relation to what is done for the purposes of carrying out this Contract between the Authority and the Operator, a contract of employment with the Operator;
"Replacement"	means any third party operator of Replacement Services appointed by the Authority from time

Operator”	time;
“Replacement Services”	means any services which are identical or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the termination or expiry of this Contract, whether those services are provided by the Authority internally or by any Replacement Operator;
“Roundel”	means TfL's registered trade mark known as the roundel and/or the "bar and circle" device;
“Service Credits”	means the sums payable by the Operator in accordance with Part A of Schedule 4 for failure to meet the Minimum Performance Standards;
“Services”	means: <ul style="list-style-type: none"> (a) all or any part of the Operational Services and Maintenance Services to be provided to, or activities to be undertaken and completed for, the Authority by the Operator under this Contract as detailed in the Specification including any variations to such services and/or activities pursuant to clause 17; and (b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from this Contract;
“Services Commencement Date”	means the date for commencement of the Services as specified in Schedule 1;
“Services Manager”	means the representative of the Operator appointed in accordance with clause 16.2 as may be replaced by the Operator in agreement with the Authority from time to time;
“Specification”	means the specification and other requirements set out in Schedule 3;
“Term”	means the period during which this Contract continues in force as set out in Schedule 1;
“Termination Date”	means the date this Contract terminates or expires;
“TfL”	means Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
“TfL Group”	means TfL and all its subsidiaries (as defined in section 736 of the Companies Act 1985) from time to time together with Cross London Rail Links Limited (company number 04212657) and reference to any “member of the TfL Group” shall refer to TfL or any such subsidiary;
“Transferring	means those employees whose contract of employment will be transferred to the Authority or a

Employees”	Replacement Operator pursuant to the Employment Regulations on expiry or termination of this Contract;
“Vessel”	means any or all of the 3 vessels comprising the Woolwich Ferry as described in Part A of Schedule 3;
“Woolwich Ferry”	means the Woolwich Ferry service, which the Authority is required to operate across the River Thames;
“Woolwich Ferry Byelaws”	means the byelaws made by Transport for London pursuant to its powers under the Metropolitan Board of Works (Various Powers) Act 1885;
“Working Day”	means any day excluding Saturdays, Sundays or public or bank holidays in England;

- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of this 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 this Contract;
- 1.5 headings are included in this Contract for ease of reference only and do not affect the interpretation or construction of this Contract;
- 1.6 references to clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, this 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 the conflicting part of the Schedule is explicitly expressed to take precedence;
- 1.8 the Schedules form part of this Contract and will have the same force and effect as if expressly set out in the body of this 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

- 2.1 This Contract commences on the Contract Commencement Date and continues in force for the Term unless and until terminated earlier in accordance with clauses 2.2 or 27.

2.2 At any time from six months after the third anniversary of the Contract Commencement Date, the Authority may, at its sole discretion, terminate the Contract by giving the Operator 6 month's written notice.

3. **MOBILISATION**

3.1 The Operator shall implement the Mobilisation Plan no later than the Services Commencement Date and shall complete the tasks and obligations set out therein during the Mobilisation Period and in accordance with the terms of the Mobilisation Plan.

3.2 The Operator shall implement the Mobilisation Plan in full co-operation with the Authority and the Outgoing Operator to ensure the orderly and seamless handover of the Services from the Outgoing Operator to the Operator. As part of the Mobilisation Plan, the Authority shall provide any information or support reasonably requested by the Operator regarding the Services in a timely manner.

3.3 The Operator shall apply the same level of skill, care and diligence in the performance of its tasks and obligations under the Mobilisation Plan as it is required to apply in the provision of the Services.

4. **THE SERVICES**

4.1 The Operator:

4.1.1 shall provide the Services to the Authority from the Services Commencement Date in accordance with the terms and conditions of this Contract;

4.1.2 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 this Contract;

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

4.1.4 shall comply with all lawful and reasonable directions of the Authority relating to the performance of the Services and the use of any Equipment.

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

4.3 The Operator shall, and shall procure that its employees, contractors and agents shall:

4.3.1 provide the Services with the degree of skill, care and diligence normally exercised 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; and

- 4.3.2 provide the Services in conformance in all respects with the Specification and the Minimum Performance Standards and so that the Services fulfil the purpose detailed within the Specification; and
- 4.3.3 without limiting clause 9, comply with the provisions of the Domestic Safety Management Code for Class V Vessels and any other regulations or requirements of the Maritime and Coastguard Agency and Lloyd's Register from time to time.
- 4.4 Without prejudice to any other rights or remedies of the Authority, if in the Authority's reasonable opinion the Operator fails to comply with and achieve the standards set out in clause 4.3, the Authority may request the Operator to develop and implement an action plan (as approved by the Contract Manager) with the objective of improving the performance of and achieving compliance with the standards set out in clause 4.3. The Operator shall use produce, implement and comply with such action plan, keeping the Authority fully informed of progress.
- 4.5 Save as otherwise provided, the Operator shall provide the Services in accordance with the provisions as set out in Schedule 3 of this Contract and shall not make any change of any kind to the Services without obtaining the prior written approval of the Authority except in cases of temporary emergency, whereupon the Operator shall notify the Authority's Contract Manager or such other person nominated by the Authority from time to time of the nature of the emergency, its likely duration and proposals for arrangements to deal with the same as soon as is practical in the circumstances.
- 4.6 The Operator acknowledges that the Woolwich Ferry is a free service to the public and the Operator shall not charge, and shall procure that no other person charges any fares to any person for using the Woolwich Ferry service.
- 4.7 The Operator shall at all times act in accordance with the Authority's Policies and the Operator's Policies. The Operator shall promptly notify the Authority of any updates to the Operator's Policies and provide copies thereof to the Authority. The Operator shall implement an Integrated Management System, which shall include the Operator's Policies, which the Operator shall comply with. For the avoidance of doubt, in the event of a conflict between this Contract (including the Authority's Policies) and the Operator's Policies or the Integrated Management System, the terms of this Contract (and the Authority's Policies) shall prevail.

5. THE ASSETS

- 5.1 The Operator shall provide the Services using the Assets set out in the Asset Register or as otherwise agreed with the Authority. Except to the extent required in the proper performance of its obligations under this Contract, the Operator shall not change, alter, deface, add to or obscure the Assets (or any part thereof) in any way, including (if any) the livery of the Assets.
- 5.2 The Operator shall be responsible for maintaining and updating the Asset Register to ensure that it accurately reflects the Assets, including any new equipment, assets, infrastructure and materials acquired from time to time in

accordance with clause 5.7. The Operator shall promptly record any changes to, additions to or deletions from the Asset Register from time to time and shall provide an up to date Asset Register to the Contract Manager upon request.

- 5.3 The Operator shall be responsible for the Assets and shall maintain the Assets in proper working order and condition and in accordance with its obligations under the Maintenance Services. The Operator shall take all necessary steps to keep the Assets secure and to minimise the risk of any loss, theft or damage including damage caused by vandalism or misuse.
- 5.4 The Operator shall not sell, offer to sell, assign, underlet, pledge, mortgage, charge, encumber or part with possession of or otherwise deal with the Assets or any interest in the same nor create or allow to be created any lien over the Assets, whether for repairs or otherwise. The Authority shall be entitled (but will not be bound) to pay to any third party such sum as is necessary to procure the release of the Assets from any such charge, encumbrance or lien and will be entitled to recover this sum from the Operator forthwith and, in any event, the Operator shall pay to the Authority the costs of recovering and/or repossessing the Assets.
- 5.5 The Authority (or its agents and contractors) shall have the right (without the requirement for written consent) at its own expense to install or require the Operator to install in accordance with any instructions issued by the Authority any equipment (which shall form part of the Equipment) on Vessels and at the Premises or stores, depots or such other premises used in providing the Services provided that the Authority, after consultation with the Operator, gives the Operator reasonable written notice of when such equipment is to be installed and at such times which do not prejudice the ability of the Operator to provide the Services.
- 5.6 As between the Authority and the Operator, title and property in the Assets shall at all times vest in and remain with the Authority (notwithstanding and without prejudice to any agreement between the Authority and any third party as to the vesting of title in that third party).
- 5.7 The Operator shall not replace any Assets without the prior written consent of the Authority. Except where otherwise expressly agreed in writing by the Authority, new or replacement assets, materials, equipment or infrastructure (including spare parts) used in or required for the provision of the Services including, but not limited to where the cost of any of the same is met by the Authority:
- 5.7.1 shall automatically be included in and form part of the Assets for the purpose of this Contract; and
 - 5.7.2 the Operator acknowledges that all rights, title and interests in such assets, materials, equipment or infrastructure (including spare parts) shall be automatically transferred to and vest in the Authority no later than on delivery to the Operator; and
 - 5.7.3 the Operator shall do or procure the doing of all acts and things and execute or procure the execution of all such documents as the Authority reasonably considers necessary to give full effect to the provisions of this clause 5.7.

5.8 The Operator shall ensure at all times that all Vessels used in providing the Services are in a clean and serviceable condition (both internally and externally).

6. THE PREMISES

6.1 The Operator and the Authority shall enter into the Lease substantially in the form set out in Schedule 9.

6.2 The Authority shall permit the Operator to access and use the Premises during the Term of this Contract in accordance with the terms of the Lease set out in Schedule 9, provided that the Operator complies with the terms of the Lease.

6.3 The Operator shall ensure that its employees, agents and contractors at all times comply with the terms of the Lease and all applicable security and health and safety precautions and policies of the Authority from time to time in respect of the Premises.

6.4 The Authority and its authorised representatives shall have the right to enter the Premises or such other premises required by the Authority for the purposes of inspecting the Assets, the Operator's maintenance facilities and/or the maintenance records kept regarding the said Assets. The Authority shall provide the Operator with a reasonable period of notice and any inspection shall take place during scheduled working hours.

7. SAFETY REQUIREMENTS

7.1 In providing the Services the Operator shall take all steps necessary in accordance with good industry practice to ensure the safety and wellbeing of all persons including:

7.1.1 members of the public;

7.1.2 passengers boarding, travelling on and alighting from the Vessels used in operating the Services; and

7.1.3 all employees, agents and contractors of the Authority whilst on or visiting any of the Vessels or Premises used in the provision of the Services for any purpose in connection with this Contract.

7.2 The Operator shall take all necessary steps to ensure that the safety and wellbeing of all other river users is not endangered by the performance of the Services or by any act or omission of the Operator or the Operator's Personnel.

7.3 The Operator shall:

7.3.1 comply with all applicable health and safety laws, regulations and codes of practice, together with the Authority's health and safety policy as notified and promulgated to the Operator from time to time;

7.3.2 provide the Authority with such information and documentation as the Authority may reasonably request in relation to health and safety; and

7.3.3 comply with and produce for inspection by the Authority when required to do so the Operator's health and safety policy statement and supporting documentation.

7.3.4 undertake a Quantitative Risk Assessment (QRA) to provide a quantitative estimate of the risks posed as well as enabling risk mitigation methods to be evaluated so that risk can be reduced to acceptable levels.

7.4 For the avoidance of doubt, the Operator shall procure that the Operator's Personnel whilst travelling on a Vessel will adhere to all standard procedures in respect of the Vessel, with particular emphasis on health and safety.

8. OPERATOR'S LICENCE

8.1 The Operator shall obtain and maintain all necessary licences, consents, permits, registrations and authorisations required to perform the Services and shall produce any such licence, consent, permit, registration or authorisation at any time upon request for inspection by the Authority.

8.2 The Operator shall notify the Authority immediately of any circumstances relating to any licence, consent, permit, registration or authorisation referred to in clause 8.1 being (or about to be) removed, revoked, restricted, suspended or any other issues relevant thereto. The Operator shall take all action necessary to reinstate any such licence, consent, permit, registration or authorisation.

9. COMPLIANCE WITH LAWS

9.1 The Operator shall carry out all of its obligations so as to comply with all relevant laws having force of law which are binding on the Operator, including without limitation ensuring that the Services are operated in all respects in accordance with all requirements of all relevant health and safety legislation codes and guidelines (whether such are mandatory or permissible) and with the requirements of the common law, all acts of Parliament, statutory instruments, regulations, and orders from time to time in force.

9.2 Without prejudice to clause 9.1, the Operator shall maintain the Assets and Premises used for the operation of the Services in all respects and comply with all laws, regulations, and orders which are or may become applicable to a boat used on the River Thames and ancillary services.

9.3 The Operator shall promptly notify the Authority of any notice, order, direction, licence, prohibition, or charge relating to the performance by the Operator of the Services or which relates to or may in any way adversely affect the Operator's performance of the Services and/or the operation by the Operator of the Vessels.

9.4 Without prejudice to the generality of clauses 9.1, 9.2 and 9.3 the Operator shall have regard to the need to preserve and protect the environment and the need to mitigate any adverse effects on the environment and shall, so far as possible, ensure that all materials and consumables (including without limitation all vessel consumables, fuel, oil, anti-freeze and solvents) used in

the performance of its obligations under this Contract are environmentally friendly and minimise pollution to the environment, any property and members of the public. The Operator shall ensure that such materials and consumables are kept and/or disposed of in a safe and lawful manner so as not to interfere unnecessarily or improperly with the environment, any property or any member of the public.

9.5 The Operator shall on request by the Authority demonstrate to the Authority's satisfaction that it has appropriate environmental management systems in place to ensure compliance with clause 9.4.

9.6 The Operator acknowledges that the Authority is under a duty in accordance with Section 17 of the Crime and Disorder Act 1998:

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

9.6.2 where appropriate, to identify actions to reduce levels of crime and disorder; and

9.6.3 without prejudice to any other obligation imposed the Authority, to exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area,

and in the performance of the Contract, the Operator will assist and co-operate with the Authority, and will use reasonable endeavours to procure that its sub-contractors observe these duties and assist and co-operate with the Authority where possible to enable the Authority to satisfy its duty.

9.7 Woolwich Ferry Byelaws

9.7.1 Without limiting clause 9.1 above, the Operator shall comply with the Woolwich Ferry Byelaws.

9.7.2 The Operator acknowledges that it has received from the Authority a copy of the current Woolwich Ferry Byelaws.

10. **CONTRACT PRICE AND PAYMENT**

10.1 Mobilisation Fee:

10.1.1 The Authority shall pay to the Operator the Mobilisation Fee in accordance with Schedule 5.

10.1.2 The Operator shall invoice the Authority for the Mobilisation Fee in accordance with Schedule 5.

10.2 Management Fee:

10.2.1 In consideration of the due and proper performance of the Services by the Operator in accordance with this Contract the Authority shall

pay to the Operator the Management Fee in accordance with Schedule 5.

10.2.2 The Operator shall invoice the Authority in respect of the Management Fee 4 weekly in arrears in accordance with Schedule 5 and shall not make any separate charge for submitting any invoice.

10.2.3 If the Services are not supplied in accordance with the Minimum Performance Standards, the Operator shall credit the Authority with appropriate Service Credits calculated in accordance with Part A of Schedule 4, which will take effect as an adjustment to the Management Fee. The Service Credits due will be recovered by the Authority as a credit against the next invoice for the Management Fee, or if no such invoice is due, as a debt due from the Operator within thirty (30) days of the Service Credit becoming payable. This right shall be without prejudice to any other rights and remedies of the Authority under this Contract.

10.3 Charges:

10.3.1 In consideration of, and subject to the due and proper performance of the Services by the Operator in accordance with this Contract, the Authority shall pay to the Operator the Charges in accordance with Schedule 5.

10.3.2 The Operator shall invoice the Authority in respect of the Charges 4 weekly in arrears in accordance with the Budget set out in Schedule 5 and shall not make any separate charge for submitting any invoice.

10.3.3 The Operator shall not incur any expenditure as part of the Charges that exceeds £5,000 and is not included in the Budget without the prior written consent of the Contract Manager.

10.3.4 The Parties shall review the actual Charges against the Budget at the end of each quarter Period and any difference shall be reconciled in accordance with Schedule 5.

10.4 Each invoice submitted by the Operator shall contain all information required by the Authority including the Contract Reference Number, the Operator's name and address, a separate calculation of VAT and a brief description of the Services provided.

10.5 In the event of a variation to the Services in accordance with this Contract that involves the payment of additional charges to the Operator as approved by the Authority, the Operator shall identify these separately on the relevant invoices.

10.6 If the Authority considers that any part of the Contract Price claimed by the Operator in any invoice has:

10.6.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30

days of receipt of such invoice or such other time period as may be specified in Schedule 5;

10.6.2 not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Authority shall within 14 days of receipt notify the Operator and the Operator shall issue a replacement invoice for the amount not queried or in dispute so that the Authority can pay such amount without prejudice to the items that are queried or in dispute. The Parties shall work together to resolve the dispute, error or inadequacy and upon resolution, the Operator shall, if applicable, submit a new invoice to the Authority for the amount agreed by the Parties in respect of the queried or disputed amount. For the avoidance of doubt any delay by the Authority in notifying the Operator of any disputed invoice (or part of an invoice) will not prejudice the Authority's right to dispute and, where appropriate, recover any sums that should not have been paid by the Authority under such invoice or any other invoice rendered by or on behalf of the Authority.

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

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

10.7.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Operator by mistake of law or fact. Without prejudice to clause 36, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Operator or the Authority may recover such amount as a debt.

10.8 The Operator is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 5 or have been incurred with the prior written consent of the Authority, in which case the Operator shall supply appropriate evidence of expenditure in a form acceptable to the Authority.

10.9 All charges under this Contract exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

10.10 The parties shall comply with the Gainshare Mechanism.

11. **FINANCIAL PROVISIONS**

11.1 All payments and receipts referred to in this Contract are exclusive of Value Added Tax (VAT).

- 11.2 In the event that VAT is or becomes chargeable on any supplies made by any of the Parties under this Contract then (subject to any concessions from HM Revenue & Customs in force from time to time and applicable to the Parties during the continuance of such supply agreements) the Party making the taxable supply shall be issued (by the recipient of the taxable supply) a paid tax invoice for the gross value of the supply made. The tax invoice shall be issued to the Party concerned on or after the relevant due date for payment.
- 11.3 If by reason of any default by the Operator the Authority is unable to recover from HM Revenue & Customs any payment of VAT it has made in respect of supplies made under this Contract or becomes liable to interest or penalties on payments of VAT due in respect of supplies under the said agreements the Operator shall indemnify the Authority in respect of any such non-recovery, interest, penalty or any other payment or loss associated therewith and the Authority shall be entitled to set off any such sum in accordance with clause 36.

12. **INSPECTIONS**

- 12.1 Subject to clause 12.2, the Operator hereby authorises the Official to access the Premises, Vessels and Equipment used in the performance of the Services for the purpose of inspecting and auditing the Assets and the Premises and the performance of the Services in accordance with the terms and conditions of this Contract.
- 12.2 The Authority shall provide the Operator with a reasonable period of notice in respect of any inspection or audit to be undertaken in accordance with clause 12.1, which shall take place during scheduled working hours, save in cases of emergency or other operational imperatives when such inspection or audit may take place at any time and without notice.
- 12.3 Without prejudice to clause 12.1:
- 12.3.1 the Official shall be permitted to board Vessels at any time for the purpose of checking that the Operator and the Operator's Personnel are complying with the provisions of this Contract and any other relevant legislation and regulations and for the purpose of checking records; and
- 12.3.2 the Operator and the Official shall perform joint inspections, the timings to be agreed during the meetings held in accordance with clause 16.1.1.
- 12.4 The Operator shall use its best endeavours to ensure that the Operator's Personnel provide such information as reasonably requested, and comply with any reasonable instructions given to them, by the Official pursuant to this Contract. For the avoidance of doubt, nothing in this Contract shall require the Operator's Personnel to undertake any act that would cause them to breach any applicable laws or regulations.

13. **OPERATOR'S PERSONNEL**

Key Personnel

- 13.1 In providing the Services, the Operator shall at all times ensure that any of the Operator's Personnel who are engaged in the provision of any of the Services shall, if required by the Authority, attend such meetings at the premises of the Authority or elsewhere as may be reasonably required by the Authority, in writing.
- 13.2 The Operator shall appoint the persons named as such in Schedule 6 as the individuals who shall be responsible for the matters allocated to such Key Personnel. The Key Personnel shall be those people who are identified by the Parties as being key to the success of the implementation and/or operation of the Services and who shall be retained on the implementation and/or operation of the Services for such time as a person is required to perform the role which has been allocated to the applicable Key Personnel. The Key Personnel shall have the authority to act on behalf of their respective party on the matters for which they are expressed to be responsible.
- 13.3 The Operator shall not remove or replace any of the Key Personnel unless:
- 13.3.1 requested to do so by the Authority; or
 - 13.3.2 the person is on long-term sick leave; or
 - 13.3.3 the person is guilty of gross misconduct or has reached the Operator's normal retirement age; or
 - 13.3.4 the element of the Services in respect of which the individual was engaged has been completed to the Authority's satisfaction; or
 - 13.3.5 the person resigns from their employment with the Operator (and they are not re-employed by the Operator within 6 months of the effective date of termination of employment); or
 - 13.3.6 the Operator obtains the prior written consent of the Authority (such consent not to be unreasonably withheld).
- 13.4 The Operator shall ensure that the role of each of its Key Personnel is not vacant (in terms of a permanent representative) for more than twenty (20) Working Days. Any replacement shall be qualified and fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced. A temporary replacement shall be identified with immediate effect from the Operator becoming aware of the role becoming vacant.
- 13.5 If the Authority, acting reasonably, considers any Key Personnel unsatisfactory in any respect then it may, by written notice to the Operator, request the Operator to take remedial action in relation to such member of Key Personnel. If within twenty (20) Working Days of such notice the Authority reasonably considers that the matter is still unresolved then the Authority will have the right, by written notice to the Operator, to require the removal of such member of Key Personnel with immediate effect, and the terms of clause 13.4 shall apply in respect of replacement of that member of Key Personnel. The exercise of this right will not relieve the Operator of its obligations under this Contract.
- 13.6 If the Operator replaces the:

- 13.6.1 Management Key Personnel as set out in Part A of Schedule 6 as a consequence of this clause 13, the cost of effecting such replacement shall be borne by the Operator; or
- 13.6.2 Operational Key Personnel as set out in Part B of Schedule 6 as a consequence of this clause 13, the cost of effecting such replacement shall be borne by the Authority, save where the Operational Key Personnel are re-deployed in the Operator's business in which case the cost of effecting such replacement shall be borne by the Operator.

General

- 13.7 At all times, the Operator shall ensure that:
 - 13.7.1 each of the Operator's Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
 - 13.7.2 there is an adequate number of Operator's Personnel to provide the Services properly;
 - 13.7.3 all such personnel shall comply with all laws, regulations and orders made from time to time and any conditions of any licences, consents, registrations and authorisations in relation to the Services;
 - 13.7.4 only those people who are authorised by the Operator (under the Authorisation Procedure) are involved in providing the Operational Services, other than where temporary replacements are required by the Operator to provide the Services in cases of emergency or for urgent operational reasons; and
 - 13.7.5 all of the Operator's Personnel comply with all of the Authority's policies including those that apply to persons who are allowed access to the Premises. The Operator shall remove from the Premises any of the Operator's Personnel who do not comply with any such policies, or if they otherwise present a security threat.
- 13.8 Without prejudice to the generality of clause 13.7, the Operator shall use all reasonable endeavours to ensure that on the Services Commencement Date and thereafter:
 - 13.8.1 its captain, loadmasters and other relevant personnel are clearly identified whilst on duty and that all employees dealing or likely to deal with the public are at all times helpful, polite and smartly and suitably dressed;
 - 13.8.2 the Operator's Personnel do not smoke in any circumstances whilst on any Vessel;
 - 13.8.3 the Operator's Personnel do not report for duty or carry out their duties whilst under the influence of alcohol or any illegal drug and that they do not consume alcohol or any illegal drug while on duty (including during meal and other breaks);
 - 13.8.4 each of the Operator's Personnel, as applicable, is competent in the operation and use of the Assets and the Premises;

13.8.5 each of the Operator's Personnel, as applicable, is properly trained to assist wheelchair users in using and accessing the Vessels in a safe and proper manner; and

13.8.6 all of the Operator's Personnel shall comply with:

13.8.6.1 all of the Authority's Policies and standards that are relevant to the performance of the Services, including but not limited to the provisions set out in Schedule 10 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 the Authority's premises or accessing the authority computer systems from time to time in place; and

13.8.6.2 without limiting the generality of clause 13.8.6.1, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities.

13.9 The Operator shall maintain up-to-date personnel records on the Operator's Personnel engaged in the provision of the Services and, on request, provide reasonable information to the Authority on the Operator's Personnel. The Operator shall ensure at all times that it has the right to provide these records under Data Protection Legislation.

13.10 The Operator shall use reasonable endeavours to ensure continuity of personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the Services is at a level consistent with the prevailing industry norm for similar services, locations and environments.

Staff

13.11 The Authority and the Operator have agreed the terms and conditions which shall apply in relation to Employees and Transferring Employees in Schedule 7 and both parties shall comply with the provisions of that Schedule 7.

13.12 The Authority and the Operator have agreed the terms and conditions which shall apply in relation to New Employees in Schedule 7 and both parties shall comply with the provisions of that Schedule 7.

13.13 The Authority and the Operator have, in addition to the matters referred to in clauses 13.11 and 13.12, agreed the terms and conditions which shall apply in relation to the pensions of Employees in clause 14.

Non-Solicitation

13.14 Except in respect of any transfer of staff pursuant to Schedule 7, neither party shall (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other party in the provision of the Services or (in the case of the Authority) in the receipt of the Services at any time during the Term or for a further period

of 6 months after the termination of this Contract other than by means of a public national advertising campaign.

14. PENSIONS

14.1 Operator to Become an Admission Body

Where the Operator employs any Eligible Employees from a Relevant Transfer Date, the Operator shall procure that it shall become an Admission Body. The Operator shall before the Relevant Transfer Date execute an Admission Agreement, which will have effect from and including the Relevant Transfer Date.

14.2 Partner Admission Agreement

The Authority shall before the Relevant Transfer Date execute the Admission Agreement referred to in clause 14.1 (Operator to Become an Admission Body) and shall use reasonable endeavours to ensure that the Administering Authority executes the Admission Agreement before the Relevant Transfer Date.

14.3 Indemnity for a Breach of the Admission Agreement

Without prejudice to the generality of this clause 14, the Operator hereby indemnifies the Authority and/or any future service provider and, in each case, their sub-contractors on demand from and against all damages, losses, liabilities, costs, expenses (including legal and other professional charges and expenses) and charges suffered or incurred by it or them which arise from any breach by the Operator of the terms of the Admission Agreement to the extent that such liability arises before or as a result of the termination or expiry of this Contract (howsoever caused).

14.4 Indemnity or Bond

Without prejudice to the generality of the requirements of this clause 14 the Operator shall procure, should it be required either at the commencement of or during the duration of this Contract, that it shall as soon as reasonably practicable obtain any indemnity or bond required in accordance with the Admission Agreement.

14.5 Right of Set Off

The Authority shall have a right to set off against any payments due to the Operator under this Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the regulations governing the LGPS due from the Operator under the Admission Agreement).

14.6 Operator Ceases to be an Admission Body

If the Operator employs any Eligible Employees from a Relevant Transfer Date and:

14.6.1 the Authority, the Administering Authority and the Operator are all of the opinion that the Operator is not permitted to become an Admission Body; or

14.6.2 if for any reason after the Relevant Transfer Date the Operator ceases to be an Admission Body other than on the date of termination or expiry of this Contract or because it ceases to employ any Eligible Employees,

then the provisions of clause 14.1 (Operator to Become an Admission Body) to clause 14.5 (Right of Set Off) inclusive shall not apply (without prejudice to any rights of the Authority under those clauses) and the provisions of clause 14.7 (Operator Scheme) shall apply.

14.7 Operator Scheme

Where this clause 14.7 applies pursuant to clause 14.6, the following shall apply:

14.7.1 the Operator shall before the Relevant Transfer Date or before or as soon as reasonably practicable after the Cessation Date (as the case may be) nominate to the Authority in writing the occupational pension scheme or schemes which it proposes shall be the "Operator Scheme" for the purposes of this clause 14.7. Such pension scheme or schemes must be:

14.7.1.1 established within three (3) months of the Relevant Transfer Date or Cessation Date (as the case may be) and maintained until any payment to be made under Schedule 8 (Bulk Transfer Terms) is made;

14.7.1.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004; and

14.7.1.3 certified by the Government Actuary's Department as providing benefits which are the same as, broadly comparable to or better than those benefits provided by the LGPS at the Relevant Transfer Date or Cessation Date (as the case may be);

14.7.2 the Operator undertakes to the Authority (for the benefit of the Authority itself and for the Authority as agent and trustee for the benefit of the Eligible Employees) that it shall procure that:

14.7.2.1 the Eligible Employees shall by three (3) months or such other date as the Parties agree before the Relevant Transfer Date or the Cessation Date (as the case may be) be offered membership of the Operator Scheme with effect from and including the Relevant Transfer Date or Cessation Date (as the case may be);

14.7.2.2 the Operator Scheme shall provide benefits in respect of the Eligible Employees' periods of service on and after the Relevant Transfer Date or Cessation Date (as the case may be) which the Government Actuary's Department shall certify to be the same as, broadly comparable to or

better than the benefits which the Eligible Employees were entitled to under the LGPS at the Relevant Transfer Date or the Cessation Date (as the case may be);

14.7.2.3 if the Operator Scheme is terminated, a replacement pension scheme shall be provided with immediate effect for those Eligible Employees who are still employed by the Operator. The replacement scheme must comply with this clause 14.7 (Operator Scheme) as if it were the Operator Scheme;

14.7.2.4 before the Relevant Transfer Date or Cessation Date (as the case may be) the trustees of the Operator Scheme shall, if required by the Authority, undertake by deed to the Authority and to the Administering Authority that they shall co-operate with the provisions of clause 14.7 (Operator Scheme), clause 14.8 (Undertaking from the Operator) and Schedule 8 (Bulk Transfer Terms) to the extent applicable to them; and

14.7.2.5 where the Operator Scheme has not been established at the Relevant Transfer Date or Cessation Date (as the case may be), the Eligible Employees shall be provided with benefits in respect of death-in-service which are no less favourable than the death-in-service benefits provided by the LGPS immediately before the Relevant Transfer Date or Cessation Date (as the case may be). Such benefits will continue to be provided until death-in-service benefits are provided by the Operator Scheme.

14.7.3 Schedule 8 (Bulk Transfer Terms) shall apply in relation to the terms for bulk transfers from the LGPS to the Operator's Scheme and any subsequent bulk transfers on termination or expiry of this Contract.

14.8 Undertaking from the Operator

The Operator undertakes to the Authority (for the benefit of the Authority itself and for the Authority as agent and trustee for the benefit of the Eligible Employees) that:

14.8.1 all information which the Authority or the Administering Authority or their respective professional advisers may reasonably request from the Operator for the administration of the LGPS or concerning any other matters raised in clause 14.7 (Operator Scheme), this clause 14.8 or Schedule 8 (Bulk Transfer Terms) shall be supplied to them as expeditiously as possible;

14.8.2 it shall not, without the consent in writing of the Authority (which shall only be given subject to the payment by the Operator of such reasonable costs as the Authority or the Administering Authority may require) consent to instigate, encourage or assist any event which could impose on the LGPS or on the Authority or on the Operator a cost in respect of any Eligible Employee greater than the cost which would have been payable in respect of that Eligible Employee had that consent, instigation, encouragement or assistance not been given;

- 14.8.3 until the Relevant Transfer Date, it shall not issue any announcements (whether in writing or not) to the Eligible Employees concerning the matters stated in clauses 14.1 (Operator to Become an Admission Body) to 14.6 (Operator ceases to be an Admission Body) inclusive without the consent in writing of the Authority (not to be unreasonably withheld or delayed);
- 14.8.4 it shall not take or omit to take any action which would detrimentally affect the benefits under the LGPS or under the Operator Scheme of any Eligible Employees who are or will be employed wholly or partially in connection with the Services without the prior written agreement of the Authority (not to be unreasonably withheld or delayed) provided that the Operator will be so entitled without the requirement of consent to give effect to any pre-existing contractual obligations to any Eligible Employees; and
- 14.8.5 it shall offer any of its Eligible Employees who cease to be engaged in the provision of the Services, and thereby cease to be eligible for membership of the LGPS, membership of the Operator Scheme as soon as reasonably practicable after ceasing to be so engaged, unless such Eligible Employee has voluntarily agreed to the loss of the LGPS membership as part of the change.

14.9 Discretionary Benefits

- 14.9.1 The Operator shall award benefits (where permitted) to the Eligible Employees under the Compensation Regulations and/or the LGPS in circumstances where the Eligible Employees would have received such benefits had they still been employed by the London Borough of Greenwich (their original employer); and
- 14.9.2 Under clause 14.9.1, where such benefits are of a discretionary nature, they shall be awarded on the basis of the London Borough of Greenwich's written policy in relation to such benefits at the time the Eligible Employees transferred from the authority.

14.10 Claims from Eligible Employees or Trade Unions

The Operator hereby indemnifies the Authority and/or any future service provider and, in each case, their sub-contractors from and against all damages, losses, liabilities, costs, expenses (including legal and other professional charges and expenses) and charges suffered or incurred by it or them which arise from claims by Eligible Employees or by any trade unions, elected employee representatives or staff associations in respect of all or any such Eligible Employees which losses:

- 14.10.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or
- 14.10.2 arise out of the failure of the Operator to comply with the provisions of this clause 14 before the date of termination or expiry of this Contract.

14.11 Transfer to another Employer

Save on expiry or termination of this Contract, if the employment of any Eligible Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Operator shall:

14.11.1 consult with and inform those Eligible Employees of the pension provisions relating to that transfer; and

14.11.2 procure that the employer to which the Eligible Employees are transferred (the "**New Employer**") complies with the provisions of this clause 14 provided that references to the "Operator" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Eligible Employees" will become references to the Eligible Employees so transferred to the New Employer.

14.12 Pension Issues on Expiry or Termination

The Operator shall:

14.12.1 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Operator in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Eligible Employees);

14.12.2 promptly provide to the Authority such documents and information mentioned in clause 14.12.1 which the Authority may reasonably request in advance of the expiry or termination of this Contract; and

14.12.3 fully co-operate (and procure that the trustees of the Operator's Scheme shall fully co-operate) with the reasonable requests of the Authority relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Operator or New Employer in the provision of the Services on the expiry or termination of this Contract.

15. INFORMATION, ACCESS AND AUDIT

15.1 The Operator warrants, represents and undertakes to the Authority that all information contained in the Operator's tender for the Services and all information provided by the Operator to the Authority is and remains true, accurate and not misleading, save as may have been specifically disclosed to and acknowledged in writing by the Authority prior to the execution of this Contract.

15.2 The Operator shall supply the Authority with such information as required by the Authority from time to time in connection with the performance of the Services and this Contract.

15.3 The Authority (and its agents or contractors) shall have the rights of access and the rights of audit and/or inspection set out in this Contract. The Authority shall provide the Operator with reasonable notice of its intention to exercise any rights under this clause 15.3 and shall so far as practicable

exercise such rights so as not to prejudice the ability of the Operator to provide the Services provided that the Authority may exercise such rights without notice where the Authority considers it reasonably necessary to achieve the purpose of any audit or inspection.

15.4 The Authority shall have the right to undertake audits in respect of the Services, including for health and safety, finance and stock control purposes, from time to time in accordance with the provisions of clause 15.3.

15.5 The Operator shall provide or make available to the Authority its employees agents and contractors:

15.5.1 all assistance as may reasonably be required;

15.5.2 all records, data and other information as may reasonably be required;

15.5.3 such reports as required by the Authority in accordance with Part C of Schedule 3 and any other reports requested by the Authority in writing from time to time;

15.5.4 the use of a telephone, photocopier and where available facsimile machine; and

15.5.5 a suitable work area,

during the exercise by the Authority of its rights under clause 15.3 at any premises of the Operator.

15.6 The Operator agrees to retain all records (which shall mean all records relating to or in connection with this Contract and any other information reasonably required by the Authority or specified in this Contract) for a period of not less than six years (or such other period as may be expressly stated in this Contract) after expiry or termination of this Contract (the "**Retention Period**"). The Operator shall maintain a true and accurate set of records which shall be stored in a safe and secure manner appropriate to preserve the condition of the records during the Retention Period and to prevent loss or unauthorised disclosure of such records. The Authority (and its contractors and agents) shall have the rights of access and the rights of audit and/or inspection of any or all such records in accordance with the provisions set out in this Contract and such rights shall continue to apply during the Retention Period.

16. **MANAGEMENT OF THE SERVICES**

16.1 The Operator and the Authority will each nominate a representative who will be authorised to make decisions relating to the Services and who will be responsible for:

16.1.1 organising and conducting regular meetings every four (4) weeks after the end of each Period and throughout the duration of this Contract (other than where the parties agree that such a periodic meeting is not necessary); and

16.1.2 providing and/or allowing access to all information and documentation to which the Operator or the Authority (as the case may be) and/or their agents, contractors or professional advisors are

entitled to pursuant to this Contract (subject to the provisions in respect of confidentiality set out in clause 24).

For the purpose of this clause 16, the representative of the Operator will be the Services Manager and the representative for the Authority will be the Contract Manager. Each party will inform the other of any change in the identity of its representative during the course of this Contract, provided that there will be a representative nominated by each party at all times during this Contract.

16.2 Interim Services Manager:

16.2.1 The Interim Services Manager shall perform all of the obligations of the Services Manager under this Contract from the Contract Commencement Date until the permanent Services Manager is appointed.

16.2.2 Without prejudice to clause 16.2.1, the Operator shall recruit and appoint a permanent full-time Services Manager in accordance with the terms of this Contract by no later than 18 March 2013.

16.2.3 If the Services Manager is not appointed by 18 March 2013 in accordance with the terms of this Contract, then without prejudice to any other rights and remedies, the Authority shall be entitled to make a deduction equivalent to the costs attributed to the Services Manager from each payment of the Management Fee until such time as the Services Manager is appointed.

16.3 Business Continuity:

16.3.1 The Operator shall, at its cost and expense, within four (4) weeks of the Services Commencement Date prepare and deliver a comprehensive Business Continuity Plan to the Authority for the Authority's written approval in accordance with this clause 16.3.

16.3.2 The Operator shall ensure that the Business Continuity Plan shall:

16.3.2.1 be based upon and comply with the requirements of the Business Continuity Policy and be specifically tailored for this Contract;

16.3.2.2 confirm all steps as will be necessary to implement the Business Continuity Plan and to minimise the effect of a Disaster; and

16.3.2.3 confirm the procedures that the Operator shall implement in the event of a Disaster, including full details of what actions are to be taken, by whom and within what timescales.

16.3.3 The Authority shall consider the Business Continuity Plan delivered by the Operator under clause 16.3.1. The Authority shall be entitled to request further information from the Operator and adjustments to the Business Continuity Plan, which the Operator shall promptly implement and shall re-submit the Business Continuity Plan to the Authority for final approval.

- 16.3.4 In the event of a Disaster affecting either or both Parties, the Operator will immediately implement the Business Continuity Plan and will continue to provide those elements of the Services which are not affected by the Disaster to the Authority in accordance with the provisions of this Contract. In respect of any part of the Services which are affected by the Disaster, the Operator will comply with the Business Continuity Plan and this Contract.
- 16.3.5 The Operator will ensure that at all times that the Business Continuity Plan is adequate, at the least, to minimise the effect of any Disaster. The Business Continuity Plan will be regularly tested and updated by the Operator and will be adjusted by the Operator with the Authority's approval as necessary to take into account any change to the Services made in accordance with clause 17 or as otherwise agreed by the Parties in writing.
- 16.3.6 Until such time as the Business Continuity Plan is approved by the Authority, the Operator:
- 16.3.6.1 agrees to comply with the principles of the Business Continuity Policy and implement efficient and effective business continuity planning and processes; and
 - 16.3.6.2 shall comply with the instructions of the Contract Manager and shall provide the Authority with all assistance reasonably requested,
- in the event of a Disaster.

17. CHANGES TO THE SERVICES

- 17.1 At any time during the Term, the Authority may request and the Operator may recommend changes to any part or parts of the Services.
- 17.2 Within five (5) Working Days (or such longer period as may be agreed) of receipt of a change request or the making of a change recommendation, the Operator will notify the Authority in writing of any time required to investigate the effect upon this Contract of implementing such change. If the Authority instructs the Operator to proceed with such investigation, the parties will follow the procedure set out in the remaining provisions of this clause 17. For the avoidance of doubt, the Operator will not be entitled to any fees or expenses for investigating the effect of implementing such change, save as set out in clause 17.6.
- 17.3 Notwithstanding clause 17.2, the Operator will submit to the Authority as soon as reasonably practicable a full written quotation for such change specifying the increase or decrease (if any) which will be required to the Contract Price and the changes (if any) which will be required to this Contract, together with such other information as the Authority may reasonably request.
- 17.4 Upon receipt of such quotation, the Authority may elect either to:
- 17.4.1 request such amendments to the change to which such quotation relates as it may require, in which case the Operator will amend the quotation accordingly (including any consequential amendment to

the Contract Price) and will resubmit such amended quotation to the Authority in accordance with clause 17.3; or

17.4.2 accept such quotation, in which case this Contract will be amended accordingly; or

17.4.3 withdraw the proposed change, in which case this Contract will continue in force unchanged and the provisions of clause 17.6 will apply.

17.5 Notwithstanding any other provision of this Contract, if the Authority confirms in its request under clause 17.1 that the changes to the Services require immediate or imminent implementation, the Operator agrees to implement the requested change in accordance with the Authority's request. The Operator shall as soon as reasonably practicable thereafter provide the Authority with the information detailed in clause 17.3 and the Operator and the Authority shall agree the changes required to this Contract as a result of the change in the Services under this clause 17.5.

17.6 In the event that the Authority decides not to proceed with a change requested by the Authority under clause 17.1, the Authority shall pay the reasonable additional costs incurred by the Operator in assessing and responding to the Authority's change request, provided that:

17.6.1 such costs are based on rates and/or expenses pre-agreed by the Contract Manager; and

17.6.2 are above £1,000 (one thousand pounds) in relation to each such change request.

For the avoidance of doubt:

(a) 'additional costs' for the purpose of this clause 17.6 means additional costs incurred by the Operator, excluding the cost of the Operator's Personnel or any costs included in the Management Fee or the Budget; and

(b) the Operator shall be responsible for the costs of relatively minor changes (including the costs of assessing and responding to a change request in respect of relatively minor changes) without additional cost to the Authority.

17.7 Until such time as any change is formally agreed between the parties in accordance with this clause 17, the Operator will, unless otherwise agreed in writing, continue to perform and be paid as if such change had not been required. For the avoidance of doubt, the Operator agrees that any investigation under clause 17.2 or the preparation of a quotation under clause 17.3 will not cause any delay in the provision of the Services.

17.8 No change made necessary directly or indirectly by any default, defect, culpable act or omission of the Operator will constitute a formal change under this clause or will justify an increase in the Contract Price or vary any programme or schedule of the Services.

18. FAILURE TO PERFORM

18.1 If the Operator, for whatever reason, fails to perform the Services in whole or in part strictly in accordance with the terms of this Contract, or there is any delay in performing the Services, or an unacceptable level of deficient Services (any of the foregoing being a "**Performance Failure**"), then without prejudice to any other rights or remedies of the Authority under this Contract (including for the avoidance of doubt the right of termination under clause 27) the Parties will seek to resolve the same in good faith, and in particular:

18.1.1 the Authority will notify the Services Manager of the period in which the Operator is required to remedy the Performance Failure (the "**Rectification Period**"). For the avoidance of doubt, the Authority will, in considering an appropriate period for remedy, take into account any representations made by the Operator and all applicable circumstances, including the consequences of such Performance Failure and the implications of continued failure, but the decision as to such period will be in the Authority's absolute discretion;

18.1.2 if the Operator fails or is unable to remedy such Performance Failure within the relevant Rectification Period, the Authority may, by its own employees or another contractor, provide such part of the Services which the Operator fails to perform or performs deficiently.

18.2 If the Authority chooses to provide the Services by its own employees or another contractor under this clause 18, then without prejudice to the Authority's other rights and remedies howsoever arising, the Authority will be entitled to suspend payment of the Contract Price for the relevant period and to recover the reasonable difference in cost of the provision of the Services for the relevant period from the Operator, without prejudice to any other rights or remedies of the Authority under this Contract, provided that the Authority shall not be entitled to recover the difference in the cost of the provision of the Services if the Operator's default under this clause 18 arises solely as a result of the default of the Authority or its employees.

18.3 Without prejudice to the foregoing, the Operator shall give notice to and consult with the Authority immediately in the event:

18.3.1 of an emergency or any circumstance that could endanger persons or property;

18.3.2 that the Operator becomes aware of problems arising in relation to the performance of the Services or that could result in a failure to perform.

18.4 For the avoidance of doubt, in the event of a failure to meet the Minimum Performance Standards, the provisions of clause 19 and Part A of Schedule 4 shall apply.

19. MINIMUM PERFORMANCE STANDARDS

19.1 The Operator shall provide the Services in accordance with the Minimum Performance Standards and shall ensure that it maintains the requisite

technical, operational and specialist abilities and capacity to provide the Services in accordance with this Contract.

19.2 If at any time the Operator fails to achieve any or all of the Minimum Performance Standards and/or perform to the requirements of any other relevant terms of this Contract, then without prejudice to the Authority's other rights and remedies under this Contract or otherwise:

19.2.1 the Operator shall pay to the Authority the Service Credits pursuant to clause 10.2.3; and

19.2.2 the Operator will, without cost to the Authority and immediately upon becoming aware of such failure:

19.2.2.1 notify the Contract Manager in writing and if required by the Contract Manager discuss with the Contract Manager (at his convenience) the reason for the failure to achieve the Minimum Performance Standards or any other requirements of this Contract and its proposed method of remedy;

19.2.2.2 remedy such failure (provided the failure in question is remediable) to the reasonable satisfaction of the Contract Manager; and

19.2.2.3 use reasonable endeavours to ensure that such a failure to achieve the Minimum Performance Standards or failure to carry out its obligations under or in connection with this Contract is not repeated during the continuance in force of this Contract.

20. INDEMNITY

20.1 Subject to clause 20.2, the Operator shall be responsible for and shall release and indemnify the Authority its employees, agents and contractors from and against or arising out of:

20.1.1 all liability for death or personal injury; and

20.1.2 loss of or damage to property (including property belonging to the Authority or for which it is responsible and including property provided to the Operator).

20.2 Without prejudice to clause 20.3, the Operator shall not be liable to indemnify the Authority under clause 20.1 for or arising out of any such death, personal injury, loss or damage to the extent that:

20.2.1 it arises as a direct result of the Operator acting in accordance with the reasonable and lawful instructions of the Authority or the Official;

20.2.2 the negligence of the Authority, its employees, agents or contractors is shown to have contributed to the said death, personal injury, loss or damage; or

20.2.3 it is an Indirect Loss suffered by the Authority that is not recoverable by the Operator under the Primary Insurances or Additional Insurances, as defined in clause 21.

For the purpose of clause 20.2.3, 'Indirect Loss' means indirect losses of profit, use, production, business or business opportunity of the Authority under this Contract.

- 20.3 Nothing in this clause 20 excludes or otherwise limits any liability of the Operator for injury, loss, damage, costs or other liabilities arising out of or in connection with:
- 20.3.1 any employment related claims (including in relation to the Employment Regulations);
 - 20.3.2 any breach of the Operator's obligations regarding data protection or confidentiality;
 - 20.3.3 the infringement of third party rights (including Intellectual Property Rights);
 - 20.3.4 the cost of re-tendering the Services arising out of the termination of this Contract due to a default of the Operator; or
 - 20.3.5 fraud.

21. **INSURANCES**

21.1 Primary Insurances:

21.1.1 The Authority shall arrange and maintain throughout the duration of this Contract the following insurances:

- 21.1.1.1 hull and machinery insurance ("**Hull & Machinery**");
- 21.1.1.2 protection and indemnity insurance ("**P&I**"); and
- 21.1.1.3 all risk property damage insurance in respect of the Premises ("**Property Damage**"),

(the "Primary Insurances") in accordance with the levels of cover in the policies set out in Schedule 12.

21.1.2 The Operator shall be named as joint-insured on the Hull & Machinery and P&I policies of insurance. The Operator's interest will be noted on the Property Damage policy of insurance.

21.1.3 The Authority and the Operator shall with all due diligence comply with the terms and conditions of the Primary Insurances and all reasonable requirements of the insurers in respect thereof and shall not do anything that may result in any of the Primary Insurances becoming void, voidable or unenforceable.

21.1.4 At any time during the continuance of this Contract the Authority shall on being requested to do so by the Operator provide proof to the reasonable satisfaction of the Operator that the Primary Insurances have been effected and are in force. If the Authority fails to maintain the Primary Insurances, the Operator shall be entitled to obtain and maintain the Primary Insurances at the Authority's cost.

21.1.5 Each Party shall immediately notify the other Party upon becoming aware of any circumstances which could result in any of the Primary Insurances becoming void, voidable or unenforceable.

21.1.6 The Operator shall be responsible for any deductibles and excess arising in respect of the Primary Insurances where a claim is made under the Primary Insurances, which arises from or in connection with any breach of this Contract by, or any act or omission or default of, the Operator or the Operator's Personnel.

21.2 Additional Insurances:

21.2.1 Without prejudice to its liability to indemnify the Authority under clause 20 the Operator shall, at its own expense, arrange and maintain throughout the duration of this Contract the following insurances:

21.2.1.1 public liability in the sum of not less than £10 million (ten million pounds) per incident;

21.2.1.2 employers' liability in the sum of not less than £10 million (ten million pounds) per incident or such other sum as may be required by law from time to time; and

21.2.1.3 any other insurances required by applicable laws and regulations in connection with the Services in the amounts set out in Schedule 1,

(the "**Additional Insurances**") with an insurer (or insurers) authorised to underwrite such risks in the United Kingdom and if required by the Authority on terms approved by the Authority.

21.2.2 At any time during the continuance of this Contract the Operator shall on being requested to do so by the Authority provide proof to the reasonable satisfaction of the Authority that the Additional Insurances have been effected and are in force. If the Operator fails to maintain the Additional Insurances, the Authority shall be entitled to obtain and maintain the Additional Insurances at the Operator's cost.

21.2.3 The Operator shall with all due diligence comply with the terms and conditions of the Additional Insurances and all reasonable requirements of the insurers, including without limitation, in connection with the prosecution, defence and settlement of claims, the recovery of losses and the prevention of accidents. The Operator shall bear the cost of all exclusions, limitations and excesses under the policies of Additional Insurance.

21.3 The Operator acknowledges that the Authority is responsible for the conduct, control and supervision of all claims arising under or in connection with the Primary Insurances and the Operator shall:

21.3.1 immediately give to the Authority written notice of any claim, circumstance or matter which could give rise to a claim under any of the Primary Insurances;

21.3.2 not admit liability or make any offer, promise, compromise, settlement or communication in respect of any claim under any of the Primary Insurances; and

21.3.3 provide all assistance required by the Authority in respect of the conduct of any claim under any of the Primary Insurances and the defence, settlement and/or counterclaim in respect of such claim.

21.4 In relation to all of the Primary Insurances and the Additional Insurances (except that required under clause 21.2.1.2) the Operator agrees that the Authority shall have the right to control and to supervise all dealings with the press and any other media in relation to any incident, event, claim or action.

22. ADVERTISING AND MEDIA COMMUNICATIONS

22.1 The Operator shall not advertise the Services without the prior written approval of the Authority.

22.2 The Operator shall not accept advertising on the Assets or Premises without the prior written approval of the Authority and subject to terms and conditions approved by the Authority. The Operator shall not otherwise be permitted to accept advertising on any Assets or Premises used on the Services.

22.3 The Operator shall not undertake, or permit to be undertaken, any commercial exploitation of the Woolwich Ferry, including the Assets or Premises without the written approval of the Authority which may be withheld at the Authority's sole and unfettered discretion.

22.4 In relation to any communication with the media or the publication of any written statements regarding the Woolwich Ferry:

22.4.1 where practicable, the Authority shall use all reasonable endeavours to consult with the Operator prior to any such communication or publication if it may be detrimental to the Operator, but (subject to clause 24) nothing shall fetter the Authority's or the Mayor of London's ability to make any such announcement or publications as it or he/she deems appropriate in the circumstances;

22.4.2 the Operator shall not communicate with the media or issue any publication without the prior written consent of the Authority.

23. INTELLECTUAL PROPERTY

23.1 Save as provided in clause 23.2, the Operator shall not use the Roundel nor any other Intellectual Property Rights owned by any other member of the TfL Group. The Operator shall not do or permit to be done any act which may impair or diminish the rights of any member of the TfL Group in the Roundel or any other Intellectual Property Rights or cause material harm to the goodwill attached to the Roundel or other Intellectual Property Rights.

23.2 Subject always to the provisions of clause 23.1, the Operator shall be permitted to operate the Vessels with the Roundel displayed on the Vessels as at the Contract Commencement Date but only in and to the extent required for the proper performance of the Services. The Operator shall not, and shall procure that no other person does, alter or obscure the Roundel displayed on the Vessels.

23.3 The Operator shall use its best endeavours to assist in the Authority and/or any other member of the TfL Group protecting all Intellectual Property Rights

owned by any member of the TfL Group and shall not knowingly do or cause or permit anything to be done which may endanger the Intellectual Property Rights or the like thereto of any member of the TfL Group.

- 23.4 All copyright and other Intellectual Property Rights existing prior to the Contract Commencement Date shall belong to the party that owned such rights immediately prior to the Contract Commencement Date.
- 23.5 The Operator agrees and acknowledges that all Intellectual Property Rights created by or on behalf of the Operator arising from or in connection with the Services or this Contract or for the purposes of this Contract shall vest in and belong absolutely and exclusively to the Authority (or its nominee). The Operator hereby assigns, or shall procure the assignment of, with full title guarantee and at no charge or royalty all such Intellectual Property Rights capable of present assignment to the Authority (or its nominee) together with the right to sue for past infringement. Where such future rights cannot be assigned by present assignment the Operator agrees to take all such steps and do all such things, including executing all documents, as may be necessary to vest such Intellectual Property Rights in the Authority (or its nominee) on their creation.

24. **CONFIDENTIALITY**

- 24.1 Subject to clause 24.2 each Party hereby undertakes with the other that it shall keep confidential (and will ensure that its officers, employees, agents and professional and other advisers keep confidential) any information which is supplied, received or obtained pursuant to this Contract in relation to the passengers, business, assets or affairs of any Party or which the disclosing Party indicates is confidential, and shall not disclose to any third party any such information without the consent of the Party concerned (such consent not to be unreasonably withheld or delayed).
- 24.2 The obligation of confidentiality under this clause 24 shall not apply to the disclosure of information to the extent that such disclosure is:
- 24.2.1 of publicly available information or information which becomes publicly available otherwise than as a result of a breach of this clause 24;
 - 24.2.2 of information which is lawfully in the possession of the receiving Party prior to its disclosure by the disclosing Party;
 - 24.2.3 of information which is received in good faith by the receiving Party from a third party and is not knowingly used or disclosed in breach of this clause 24;
 - 24.2.4 required by any law (including any order of a court of competent jurisdiction) or the rules of any stock exchange or governmental or other regulatory authority whether or not having the force of law (but, if not having the force of law compliance with which is in accordance with the general practice of persons subject thereto);
 - 24.2.5 required to ensure compliance by the Authority or any member of the TfL Group with any of its statutory functions under the GLA Act or other relevant legislation;

- 24.2.6 by the Authority to the Secretary of State for Transport (or the government department responsible for public transport in London for the time being) or any person or body who has statutory responsibilities in relation to transport in London or any other government department with an interest in the Services or the method of provision of the Services other than the persons or bodies specifically referred to in clause 24.2.7 below;
- 24.2.7 to any local authority, commissioner of police, the London Transport Users Committee (and any successor body) or any other person or body that is consulted by the Authority pursuant to the Transport Act 1985 or the GLA Act or other relevant legislation, provided that it shall obtain the written consent of the Operator, such consent not to be unreasonably withheld, before any financial information in relation to the Operator is disclosed pursuant to this clause 24.2.7;
- 24.2.8 of such information as the Authority may reasonably require to publish at or around the expiry or termination of this Contract in order to secure continuity of the provision of the Services;
- 24.2.9 required of the Operator or the Authority by an auditor pursuant to clause 15;
- 24.2.10 to any local authority in relation to the Operator's performance under this Contract and/or the level of customer patronage of the Services;
- 24.2.11 by the Authority to any member of the TfL Group, to the Greater London Authority (including the Mayor of London), to a Minister of the Crown or any department of H.M. Government of the United Kingdom;
- 24.2.12 to the relevant licensing authority; or
- 24.2.13 of information and data obtained from the monitoring undertaken to assess the Operator's overall performance of the Services which the Authority may use in such manner as the Authority deems appropriate.

25. DATA PROTECTION

- 25.1 The Operator shall comply with all of its obligations under the Data Protection Act 1998 (the "DPA") and all regulations made under the DPA. When processing personal data (as defined in the DPA) on behalf of the Authority ("**Authority personal data**"), the Operator shall only act in accordance with instructions from the Authority.
- 25.2 The Operator shall take appropriate technical and organisational security measures, that are satisfactory to the Authority, against unauthorised or unlawful processing of the Authority's personal data and against accidental loss, destruction of or damage to such personal data. The Operator shall take reasonable steps to ensure the reliability of its employees having access to Authority personal data and to ensure that such employees are fully aware of the measures to be taken when processing Authority personal data.
- 25.3 When the Operator receives a written request from the Authority for information about, or a copy of, the Authority's personal data, the Operator

shall supply such information or data to the Authority within such time, and in such form, as specified by the Authority.

- 25.4 If the Operator sub-contracts any Services under this Contract, the Operator shall ensure that the sub-contractor complies with the same data protection requirements that the Operator is required to comply with.

26. FREEDOM OF INFORMATION

- 26.1 For the purposes of this clause 26:

26.1.1 **"FOI Legislation"** means the Freedom of Information Act 2000, any subordinate legislation made under the FOI Act, the Environmental Information Regulations 2004, regulations under section 74 of the FOI Act, and any guidance issued by the Information Commissioner, the Department for Constitutional Affairs, or the Department for Environment Food and Rural Affairs in relation to such legislation;

26.1.2 **"Information"** means information recorded in any form held by the Authority or held by the Operator on behalf of the Authority; and

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

- 26.2 The Operator acknowledges that the Authority 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.

- 26.3 Without prejudice to the generality of clause 26.2, the Operator shall and shall procure that its sub-contractors shall in relation to Information held by the Operator on behalf of the Authority, provide the Authority with details about or a copy of all such Information that the Authority requests and such Information shall be provided within five (5) Working Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such form as the Authority may reasonably specify.

- 26.4 The Authority shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Operator shall not respond directly to an Information Request unless expressly authorised to do so by the Contract Manager.

- 26.5 The Operator acknowledges that the Authority may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Operator.

- 26.6 For the avoidance of doubt, nothing in this clause 26 shall prevent the Operator from providing the Services under this Contract or providing information directly to the public in response to a request that is not a request under the FOI Legislation.

27. TERMINATION

- 27.1 Without limiting clause 2.2, the Authority shall have the right to terminate this Contract upon written notice at any time:
- 27.1.1 if the Operator commits any persistent or material breach of any provisions of this Contract and in the case of such a breach which is capable of remedy fails to remedy the same within 14 days of notification of the breach by the Authority (and in which the Authority expresses its intention to exercise its rights under this sub-clause);
 - 27.1.2 if the Operator fails to comply with clause 7 or clause 8 or clause 9;
 - 27.1.3 in accordance with the provisions of paragraph 3.3 of Part A, Schedule 4;
 - 27.1.4 if the Operator summons a meeting of its creditors, makes a proposal for a voluntary arrangement, becomes subject to any voluntary arrangement, is unable to pay its debts within the meaning of section 123 Insolvency Act 1986, has a receiver, manager or administrative receiver appointed over any of its assets, undertakings or income, has passed a resolution for its winding-up, is subject to a petition presented to any Court for its winding-up, has a provisional liquidator appointed, has a proposal made for a compromise or arrangement under Part 26 Companies Act 2006, has an administrator appointed in respect of it or is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator given by any person or is the subject of a notice to strike off the register at Companies House;
 - 27.1.5 if the Operator ceases or threatens to cease to carry on trading or any part of its operation;
 - 27.1.6 if the Operator, its employees, agents or contractors make, offer or promise any improper loan, fee, reward or advantage of any kind to any employee, agent or contractor of the Authority;
 - 27.1.7 if the Operator fails to obtain the Authority's prior written approval to a Change of Control in accordance with clause 43;
 - 27.1.8 if the Lease is forfeited or terminated for whatever reason; or
 - 27.1.9 if the Operator fails to obtain the Authority's written consent prior to an assignment, novation or any other disposal in accordance with clause 35.
- 27.2 Without prejudice to the Authority's right to terminate this Contract under clause 27.1 or to terminate at common law, the Authority may terminate this Contract at any time from six months after the third anniversary of the Contract Commencement Date without cause subject to giving the Operator no less than six month's written notice.
- 27.3 For the purpose of clause 27.1.1, a persistent or a material breach shall not be capable of remedy if the Authority forms the view that as a result of such breach there is a significant risk that the Operator has or will compromise the Authority's performance of its statutory functions, or any statutory duties to which the Authority may become subject from time to time, or, if the Services

were to continue, would be likely to compromise such performance in the future.

27.4 The termination of this Contract under clause 27.1 above shall be with such notice as the Authority considers appropriate in the circumstances and during such notice period the Operator shall continue to perform all of its obligations set out in this Contract including without limitation continuing to provide the Services so as to meet or exceed the Minimum Performance Standards and during such notice period the Operator shall co-operate with the Authority to avoid or minimise any disruption to the Services.

28. CONSEQUENCES OF TERMINATION OR EXPIRY

28.1 Notwithstanding the provisions of clause 24, if, prior to expiry or termination of this Contract, the Authority chooses to re-tender some or all of the Services for their provision after such expiry or termination, or transfer the operation of the Services to the Authority or a Replacement Operator, the Operator shall co-operate fully with the Authority in any re-tendering exercise or transfer including providing all such information relating to the Services and the employees engaged in them as the Authority may require (whether for purposes related to Employment Regulations or otherwise), either to it or to tenderers for the provision of the Services. The Operator may impose upon any recipient of such information such obligations of confidentiality as it may require.

28.2 The termination of this Contract under clause 27 shall be without prejudice to any rights of either Party in respect of any antecedent breach of contract by the other Party.

28.3 On expiry or earlier termination of this Contract howsoever arising:

28.3.1 the Operator shall comply with the Exit Plan. In the event that the Exit Plan has not been agreed in accordance with clause 29, the Operator shall take all steps as necessary to implement the orderly handover of the Services to the Authority or a Replacement Operator, such that the Services can be carried on with the minimum of interruption and inconvenience and to effect such handover, which shall include an obligation to promptly provide a copy of all relevant records in whatever format the Authority or a Replacement Operator may reasonably require and any information the Authority or a Replacement Operator may require for purposes related to the Employment Regulations or otherwise;

28.3.2 with effect from the date of termination of this Contract, and until such time as the Exit Plan has been implemented and completed, the Operator agrees to continue the provision of the Services to the Authority as the Authority may require in accordance with the terms and conditions of this Contract, except that it will be entitled to be paid for such Services and all other actions necessary to implement this clause 28 at its then prevailing charges. Such charges will be payable by the Authority within thirty (30) Working Days of the Authority receiving an invoice therefore containing a break-down of the employees, charging rates and their costs incurred in connection with this clause 28.3.2; and

28.3.3 upon the handover of the Services in accordance with the Exit Plan, the Operator shall:

28.3.3.1 immediately return or deliver up the Assets to the Authority in good working order and condition; and

28.3.3.2 promptly deliver up to the Authority all documents and records relating to or otherwise in connection with the Woolwich Ferry including a copy of all relevant records in whatever format the Authority may reasonably require and all property and materials supplied by or on behalf of the Authority, including any Confidential Information and intellectual property rights of the TfL Group;

28.3.4 the Authority shall be entitled to retain any part of the Contract Price due to the Operator if it knows or has reasonable grounds to believe that the Operator owes any sum of money to the Authority under this Contract or any other contract with the Authority provided that such retention shall be for a maximum period of 3 months following the end of the Term (or any extension of renewal thereof, as applicable);

28.3.5 the Lease will immediately terminate in accordance with its terms; and

28.3.6 save as described in clause 28.4, the Authority shall not be liable to the Operator for any loss of profit, loss of contract or any other losses and/or expenses of whatsoever nature arising out of or in connection with such termination.

28.4 In the event of termination of this Contract by the Authority in accordance with clause 27.2, the Operator shall be entitled to recover costs and expenses reasonably and properly incurred (such as materials or goods ordered which cannot be cancelled without incurring a loss; expenditure incurred in anticipation of providing the Services in the future; the cost of demobilisation; any redundancy payments; but always excluding any element of loss of profit and subject to the Operator using reasonable endeavours to mitigate such costs and expenses) directly arising out of or in connection with such termination. Any claim by the Operator made under this clause 28.4 for the recovery of costs and expenses shall require to be demonstrable to and auditable by the Authority.

29. **EXIT PLANNING**

29.1 Within three (3) months of a written request from the Authority the Operator shall at its cost and expense prepare the Exit Plan and deliver the Exit Plan to the Authority for the Authority's written approval in accordance with this clause 29.

29.2 The Operator shall ensure that the Exit Plan shall:

29.2.1 confirm the exit plan and procedures where this Contract expires and where the Authority has given notice to terminate in accordance with clause 27 and where either Party serves notice to terminate in accordance with clause 30;

29.2.2 confirm all steps as will be necessary to implement the orderly hand-over of the Services to the Authority or a Replacement Operator,

such that the Services can be carried on with the minimum of interruption and inconvenience and to effect such handover, which shall include an obligation to promptly provide a copy of all relevant records in whatever format the Authority or a Replacement Operator may reasonably require and any information the Authority or a Replacement Operator may require for purposes related to the Employment Regulations or otherwise;

29.2.3 set out fully and in detail what actions are to be taken by each Party:

29.2.3.1 during the period (if any) between the date of any notice to terminate this Contract given by either Party and the date of termination; and/or

29.2.3.2 following the expiration or earlier termination of this Contract for any reason whatsoever;

to enable the efficient disengagement of the Parties' affairs and to determine what is to be done by each Party in respect of such expiration or termination taking into account the obligations set out in clause 28.

29.3 The Authority shall consider the Exit Plan delivered by the Operator under clause 29.1 and the Parties shall in good faith endeavour to agree the Exit Plan within twenty (20) Working Days of its receipt by the Authority. Following agreement of the Exit Plan by the Parties, the Authority shall pay the Operator the sum set out in Schedule 5 for the preparation of the Exit Plan.

29.4 After the Exit Plan is agreed, the Operator shall review and update the Exit Plan at 6 monthly intervals to ensure that it remains appropriate in all the circumstances and shall deliver the updated plan to the Authority within twenty (20) Working Days of the review due date. The Parties shall in good faith endeavour to agree the updated version within twenty (20) Working Days of receipt by the Authority. The first review of the Exit Plan shall be due on the date 6 months after the date upon which the Exit Plan is first agreed.

29.5 At all times during this Contract, the Operator shall in the preparation, revision and updating of the Exit Plan:

29.5.1 as a minimum consider and cover the same matters in the same detail as were considered in and covered by the Mobilisation Plan;

29.5.2 subject to clause 13, include provisions regarding the Operator's Personnel performing the Services (including their future employment), and a plan for the orderly handover of the Services; and

29.5.3 ensure that the Exit Plan allows for the orderly handover of the Services to the Authority or a Replacement Operator, such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority or any persons who make use of the Woolwich Ferry.

30. FORCE MAJEURE

30.1 Neither Party shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to acts of God, insurrection or civil disorder, war or military operations, national or local emergency, fire, lightning, explosion, flood, subsidence or unusually adverse weather conditions provided that lack of funds shall not be interpreted as a cause beyond the reasonable control of any Party and any non performance shall not for so long as such event continues constitute a default in relation to the affected obligation under this Contract or subject to clause 30.2 entitle the other Party to terminate this Contract by virtue of any non performance arising from such event, provided that:

30.1.1 the Party shall have taken all reasonable steps to have overcome avoided or minimised the effects of any such occurrence; and

30.1.2 the Party shall have notified the other Party as soon as is reasonably practicable.

30.2 If an event referred to in clause 30.1 shall continue for a period of three (3) months or more the other Party may thereafter terminate this Contract upon giving 21 days written notice.

30.3 The Parties shall negotiate in good faith with a view to agreeing a variation (if appropriate) to mitigate the effects of any interruption to the Services arising from an event referred to in clause 30.1.

31. SUFFICIENCY OF TENDER AND CONFLICT

31.1 Without prejudice to the Operator's obligations under this Contract, the Operator shall be responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Operator's tender in respect of this Contract or any incorrect or incomplete information howsoever obtained, provided that nothing in this clause shall exclude any liability of either Party for fraudulent misrepresentation.

31.2 In the event of any conflict or inconsistency in any of the terms or provisions of this Contract, the Parties shall give such meaning, construction or interpretation to the relevant terms or provisions as would be most likely in all the circumstances of this Contract to give effect to the intention of the Parties.

32. EQUALITY AND DIVERSITY

Supplier Diversity

32.1 Without prejudice to the other provisions of this clause 32, the Operator shall comply with the Authority's Equality and Diversity policy as notified to the Operator from time to time.

London Living Wage

- 32.2 The Operator shall procure that each of the Operator's Personnel is paid at all times during the Term whilst so employed in the provision of the Services an hourly wage (or equivalent of an hourly wage) that is no less than:
- 32.2.1 the London Living Wage as updated by the Greater London Authority from time to time;
 - 32.2.2 the amount to which any such employee is entitled in his contract of employment; and
 - 32.2.3 the Operator shall provide the Authority with such information concerning the London Living Wage as the Authority may reasonably require and co-operate and provide all assistance to the Authority as reasonably requested by the Authority in respect of the London Living Wage; and
 - 32.2.4 the Operator shall ensure that its Employees receive the updated London Living Wage within 90 days of the announcement of the update by the Greater London Authority and the Operator shall ensure that it pays its employees any back pay relating to the period of time after the announcement of the update during which the Operator was paying its Employees the pre-update amount.

Equality Act 2010

- 32.3 Without limiting the generality of any other provision of this Contract, the Operator:
- 32.3.1 shall not unlawfully discriminate,
 - 32.3.2 shall procure that its personnel do not unlawfully discriminate, and
 - 32.3.3 shall use reasonable endeavours to procure that its direct and indirect subcontractors do not unlawfully discriminate in relation to the Services,
- within the meaning and scope of the Equality Act 2010, Sex Discrimination Act 1975, Race Relations Act 1976, the Disability Discrimination Act 1995, Employment Equality (Sexual Orientation) Regulations 2003, Employment Equality (Religion or Belief) Regulations 2003, Employment Equality (Age) Regulations 2006 and any other relevant enactments in force from time to time relating to discrimination in employment ("**Discrimination Acts**").
- 32.4 The Operator shall take all reasonable steps to ensure the observance of the provisions of clause 32 by all officers, employees, agents and consultants of the Operator and all sub-contractors.
- 32.5 The Operator acknowledges that the Authority, in the exercise of its functions, is under a duty under section 149 of the Equality Act 2010 to:
- 32.5.1 have due regard to the need to eliminate discrimination, harassment and victimisation;
 - 32.5.2 to advance equality of opportunity between persons who share a relevant Protected Characteristic and persons who do not share it;

32.5.3 to foster good relations between people who share a relevant Protected Characteristic and persons who do not share it; and

in the performance of this Contract, the Operator shall and shall use reasonable endeavours to procure that its direct and indirect subcontractors assist and cooperate with the Authority where possible in satisfying this duty.

32.6 The Operator acknowledges that the Authority is under a duty by virtue of a Mayor's direction under section 155 of the Greater London Authority Act 1999 (in respect of the Greater London Authority's duty under section 404(2) of the Greater London Authority Act 1999) to have due regard to the need to:

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

32.6.2 eliminate unlawful discrimination; and

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

and in the performance of this Contract, the Operator shall and shall use reasonable endeavours to procure that its direct and indirect subcontractors assist and co-operate with the Authority where possible to enable the Authority to satisfy its duty.

32.7 The Operator shall put in place and maintain adequate practices and procedures throughout the duration of this Contract to ensure compliance with clause 32.

32.8 The Operator shall upon request submit to the Authority evidence of its compliance with clause 32 such information as the Authority may reasonably require from time to time including without limitation information relating to employees management, promotion opportunities, grievance and disciplinary issues, training, general employment practices and the composition of the workforce.

32.9 If in the reasonable opinion of the Authority the Operator fails to comply with the Equality Act 2010 and such non-compliance adversely affects (or is likely to adversely affect) the performance of this Contract the Operator shall cooperate fully with the Authority to remedy such non-compliance provided that the Authority reserves the right to report any non-compliance that it considers serious to the relevant commission established under such legislation.

32.10 In the event of a finding of any unlawful discrimination being made against the Operator by any court or employment tribunal, or an adverse finding following any formal investigation by any commission established under the Equality Act 2010 the Operator shall take all appropriate remedial steps to eliminate such unlawful discrimination in the future (including complying with any recommendations issued by the relevant commission). The Operator shall on request provide the Authority with details of such recommendations and any remedial steps taken.

- 32.11 The Authority shall (subject to any legal limitations) be entitled at any time to audit and/or inspect any information in the custody, control or possession of the Operator for the purposes of ensuring compliance with this clause 32. The Operator shall provide all reasonable co-operation in relation to such audit and/or inspection including granting access to any premises containing such information or where such premises are not the Operator's own using reasonable endeavours to procure such access.
- 32.12 The Authority's Harassment, Bullying and Discrimination Policy ("**Policy**") as up-dated from time to time (copies of which are available on request from TfL) requires TfL's own staff and those of its direct and indirect subcontractors to comply fully with the Policy to eradicate harassment in the workplace. The Operator shall:
- 32.12.1 ensure that its staff, and those of its direct and indirect subcontractors who are engaged in the performance of the Contract are fully conversant with the requirements of the Policy;
 - 32.12.2 fully investigate allegations of workplace harassment in accordance with the Policy; and
 - 32.12.3 ensure that appropriate, effective action is taken where harassment is found to have occurred.

Bribery Act 2010

- 32.13 The Contractor shall:
- 32.13.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption ("**Relevant Requirements**"), including (without limitation) the Bribery Act 2010;
 - 32.13.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 32.13.3 comply with the Authority's Anti-Fraud and Corruption Policy (annexed to this agreement at schedule 10), as update from time to time ("**Relevant Policy**");
 - 32.13.4 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including (without limitation) adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policy and clause 32.13.2, and will enforce them where appropriate;
 - 32.13.5 promptly report to the Authority any request or demand for any undue financial or other advantage of any kind received by the Contactor in connection with the performance of this agreement;

- 32.13.6 immediately notify the Authority in writing if a foreign public official becomes an officer or employee of the Contractor or acquires a direct or indirect interest in the Contractor (and the Contractor warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement; and
- 32.14 For the purpose of clause 32.13, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of clause 32.13, a person associated with the Supplier includes (without limitation) any subcontractor of the Supplier.
- 32.15 The Contractor shall ensure that any person associated with the Contractor who is performing services (or providing goods) in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in clauses 32.13 and 32.14 ("**Relevant Terms**"). The Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Authority for any breach by such persons of any of the Relevant Terms.

33. **LOST PROPERTY**

- 33.1 All items of lost or otherwise unaccounted for property found on the Vessels or in the Premises shall be recorded by the Operator and the Operator shall ensure that its employees, agents and contractors comply with the provisions of clause 33.2.
- 33.2 The Operator shall comply with the arrangements for dealing with lost property as notified to the Operator by the Authority and as varied from time to time in writing by the Authority.

34. **CONTRACT VARIATION**

Save where the Authority may require an amendment to the Services in accordance with clause 17, 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 13 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

35. **ASSIGNMENT, NOVATIONS AND DISPOSALS**

- 35.1 This Contract is personal to the Operator who shall not without the prior written consent of the Authority assign, novate or otherwise dispose in whole or in part of its rights hereunder nor assign sub-contract or otherwise delegate in whole or in part any of its obligations hereunder (except in case

of temporary emergency where the Authority shall be informed as soon as is practical in the circumstances). Approval by the Authority of any subcontract shall not relieve the Operator of any of its obligations hereunder. For the avoidance of doubt a disposal shall be deemed to include but not be limited to any re-organisation of the Operator which materially would affect the Operator's ability to perform its obligations under this Contract including without limitation any re-organisation which affects the resources, technical competence and/or financial standing (or the technical and/or financial resources available) to enable the Operator to perform its obligations.

35.2 Any purported assignment or novation which is not made in accordance with this clause 35 shall be invalid, and without prejudice to clause 20 the Operator shall indemnify the Authority in respect of any claims, liabilities, costs, losses and/or expenses incurred by the Authority in connection with or in consequence of such invalid assignment or novation.

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

35.4 It is the Authority's policy to utilise, where it considers it appropriate and on a non-exclusive basis, CompeteFor as a fair and economical method of sourcing suppliers to provide goods, works and services. The Operator shall use a broadly comparable system to CompeteFor (www.competefor.com) for the purpose of carrying out a procurement if it intends to sub-contract any part of the Services. The Operator shall use CompeteFor when advertising sub-contracts and shortlisting suppliers in relation to such procurement.

36. SET OFF

36.1 Whenever under this Contract any sum of money shall be recoverable from or payable by the Operator, the same may be deducted from any sum then due or which at any time thereafter may become due to the Operator under this or any other Contract or contract with the Authority.

36.2 Exercise by the Authority of its rights under this clause 36 shall be without prejudice to any other rights or remedies available to the Authority under this Contract or at common law.

37. WAIVER

37.1 No failure or delay on the part of either Party to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be.

37.2 No waiver by either Party of a failure or failures by the other Party to perform any provision of this Contract shall operate or be construed as a waiver in respect of any other or further failure whether of a like or different character.

38. VALIDITY, LEGALITY, ENFORCEABILITY

- If any of the provisions of this Contract is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

39. NOTICES

- 39.1 Any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand, post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other party in writing in accordance with this clause as an address to which notices, invoices and other documents may be sent.
- 39.2 The notice, demand or communication will be deemed to have been duly served:
- 39.2.1 if delivered by hand, at the time of delivery;
- 39.2.2 if delivered by post, 48 hours after being posted (excluding Saturdays, Sundays and public holidays); or
- 39.2.3 if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other party within 24 hours after transmission.
- 39.3 In the event of any postal or other strike or industrial action affecting post or communications in the United Kingdom, notices shall be given personally or by facsimile (or by electronic mail where expressly provided for in this Contract).
- 39.4 Notices or communications not governed by this clause 39 may be given in such manner as the Parties may from time to time agree.

40. SURVIVAL

- 40.1 Termination or expiry of this Contract shall be without prejudice to any rights accruing to the Parties under this Contract. In particular, but without prejudice to the generality of the foregoing:
- 40.1.1 the provisions of clauses 13, 15, 20, 21, 24, 25, 26, 36, 41, 44 and 45 shall survive the termination or expiry of this Contract and continue in full force and effect, along with any Schedules and/or other documents and/or other provisions referred to in such clauses; and
- 40.1.2 any other provision which is intended, expressly or impliedly, to survive the termination or expiry of this Contract, including those provisions necessary to give effect to clauses surviving under clause 40.1.1, shall survive the termination or expiry of this Contract.

41. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 41.1 Subject to clause 14 and 41.2 and paragraph 3.11 of Schedule 7, any third party who is not a Party to this Contract shall have no right under this Contracts (Rights of Third Parties) Act 1999 (the "Third Party Act") to enforce any term of this Contract notwithstanding that any such term may purport to confer or may be construed as conferring a benefit on such third party. This does not affect any right or remedy of such third party which exists or is available apart from the Third Party Act.
- 41.2 The Third Party Act applies to this Contract to the effect that:

41.2.1 any member of the TfL Group shall have the right to enforce any provision contained in this Contract against the Operator to the extent that such provision confers a benefit or purports to confer a benefit on that member of the TfL Group; and

41.2.2 any member of the TfL Group shall be treated as a party to clause 31 of this Contract in respect of any claim, question, dispute or difference whatsoever which shall arise between that member of the TfL Group and the Operator relating to the matters in respect of which it has a right of enforcement under clause 41.2.1.

41.3 Notwithstanding clause 41.2, the Parties to this Contract shall be entitled to rescind this Contract (if applicable) or vary any term of this Contract in accordance with clause 34, without the consent of any member of the TfL Group.

42. **ENTIRE AGREEMENT**

This Contract constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and neither of the Parties has entered into this Contract in reliance upon any representation, warranty or undertaking by or on behalf of the other Party which is not expressly set out herein, provided that nothing in this clause shall exclude liability for fraudulent misrepresentation.

43. **CHANGE OF CONTROL OR OWNERSHIP**

43.1 Without prejudice to clause 43.2, the Operator shall immediately inform the Authority of any event that may give rise to a Change of Ownership or a future Change of Ownership and provide such information as the Authority reasonably requires in relation to such a Change of Ownership.

43.2 The Operator shall obtain the Authority's written approval prior to any Change of Control of the Operator during the duration of this Contract and such approval may at the Authority's discretion be:

43.2.1 given with or without any conditions being attached; or

43.2.2 denied on any grounds including without limitation where such Change of Control would in the opinion of the Authority have a material adverse effect on the ability of the Operator to continue to perform its obligations under this Contract.

43.3 The Operator shall notify the Authority as soon as it becomes aware of a proposed Change of Control and shall provide the Authority with all information (within its possession) relating to the proposed transferee.

43.4 For the avoidance of doubt if the Authority gives its approval under clause 43.2.1 subject to conditions being attached and any condition is not satisfied in full the Authority shall be entitled to withdraw its approval and approval shall be deemed to have been denied.

44. **DISPUTE RESOLUTION**

44.1 If at any time a dispute arises out of or in connection with this Contract ("**Dispute**"), the Contract Manager on behalf of the Authority and the

Services Manager on behalf of the Operator will in the first instance meet in good faith with a view to resolving the Dispute within a period of fifteen (15) Working Days from the day the Dispute first arises.

- 44.2 In order to resolve a Dispute, the Contract Manager and Services Manager shall:
- 44.2.1 meet as often as the Parties reasonably deem necessary to gather and exchange all information regarding the Dispute and which is relevant to its resolution; and
 - 44.2.2 discuss the Dispute and negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceedings.
- 44.3 If the Contract Manager and Services Manager are not able to resolve the dispute within fifteen (15) Working Days, then the Contract Manager and Services Manager shall refer the matter to their own appropriate senior management respectively for resolution.
- 44.4 If the senior management of the Authority and the Operator in accordance with clause 44.3 have not settled the Dispute within ten (10) Working Days of the date of referral under clause 44.3, or if either party is dissatisfied with the decision made by the senior management, then either Party will be entitled to commence proceedings in accordance with clause 45.
- 44.5 Subject to clause 44.6, neither party will commence any court proceedings in relation to any Dispute arising out of this Contract until after both Parties have attempted to settle any Dispute using the procedures referred to in this clause 44.
- 44.6 Nothing in this Contract will prevent either Party from seeking injunctive or other emergency or interim relief to protect its intellectual property rights or Confidential Information (or those of, in the case of the Authority, any member of the TfL Group).
- 44.7 For the avoidance of doubt, in the event of any Dispute the Operator will continue to provide the Services fully in accordance with its obligations hereunder.
45. **JURISDICTION**
- 45.1 These conditions shall be governed by and construed in accordance with the laws of England.
- 45.2 Without prejudice to any of the Parties' rights under this Contract:
- 45.2.1 the Parties shall continue to perform their obligations under this Contract pending the resolution of any claim, dispute, question or difference; and
 - 45.2.2 the Parties agree to submit to the exclusive jurisdiction of the English courts to resolve any disputes arising out of or in connection with this Contract.

46. **TIMBER STANDARDS**

46.1 For the purposes of this Clause 46, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Independent Report”

means an independent report by an individual or body:

- (a) whose organisation, systems and procedures conform to:
 - (i) ISO Guide 65:1996 (EN 45011:1998); and
 - (ii) general requirements for bodies operating product certification systems; and
- (b) who is accredited to audit against forest management standards by a national or international body whose organisation, systems and procedures conform to ISO Guide 61 General Requirements for Assessment and Accreditation of Certification Bodies;

“Legal Timber”

means Timber in respect of which the organisation that felled the trees and/or provided the Timber from which the wood supplied under the Contract derived:

- (a) had legal rights to use the forest;
- (b) holds a register of all local and national laws and codes of practice relevant to forest operations; and
- (c) complied with all relevant local and national laws and codes of practice including environmental, labour and health and safety laws and paid all relevant royalties and taxes; and

“Recycled Timber” “Reclaimed Timber”

means recovered wood that has been reclaimed or re-used and that has been in previous use and is no longer used for the purpose for which the trees from which it derives were originally felled. The terms ‘recycled’ and ‘reclaimed’ are interchangeable and include, but are not limited to the following categories: pre-consumer recycled wood and wood fibre or industrial by-products but excluding

sawmill co-products (sawmill co-products are deemed to fall within the category of Virgin Timber), post-consumer recycled wood and wood fibre and drift wood. Recycled or Reclaimed Timber must be capable of being evidenced as such to the Authority's satisfaction in order to satisfy this definition;

"Sustainable Timber"

means Timber, which in order to meet the Authority's criteria for sustainable timber, must be:

- (a) Recycled Timber; or
- (b) Sustainably Sourced Timber; or
- (c) a combination of (a) and (b);

"Sustainably Sourced Timber"

means Timber sourced from organisational, production and process methods that minimise harm to ecosystems, sustain forest productivity, ensure that both forest ecosystem health and vitality, and forest biodiversity is maintained. In order to satisfy this definition, Timber must be accredited to meet the Forest Stewardship Council (FSC) or equivalent. Where it is not practicable to use Forest Stewardship Council (FSC) standard accredited timber, the Authority will accept timber accredited through other schemes approved by the Central Point of Expertise on Timber (CPET), as listed below:

- (a) Canadian Standards Association (CSA);
- (b) Programme for the Endorsement of Forest Certification (PEFC); or
- (c) Sustainable Forestry Initiative (SFI)

or such other source as the Operator may demonstrate to the Authority's satisfaction is equivalent;

"Timber"

means wood from trees that have been felled for that purpose, but excludes any item where the manufacturing process applied to it has obscured the wood

element (by way of example only, paper would not be treated as timber). Where the term Timber is used as a generic term it includes both Virgin Timber and Recycled Timber; and

“Virgin Timber”

means timber supplied or used in performance of the Contract that is not Recycled Timber.

46.2 The Operator's Obligations and the Authority's Rights

46.2.1 The Operator shall ensure that all Timber supplied or used in the performance of the Contract shall be Sustainable Timber. If it is not practicable for the Operator to meet this condition the Operator must inform the Authority in writing prior to the supply of any Timber that is not Sustainable Timber, and stating the reason for the inability to comply with this condition. The Authority reserves the right, in its absolute discretion, to approve the use of Timber that is not Sustainable Timber. Where the Authority exercises its right to reject any Timber, the provisions of clause 46.2.4 shall apply.

46.2.2 Without prejudice to clauses 46.2.1 and 46.4.2, all Virgin Timber procured by the Operator for supply or use in performance of the Contract shall be Legal Timber.

46.2.3 The Operator shall ensure that Virgin Timber it procures for supply or use in performance of the Contract shall not have derived from any species of tree that is protected under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) unless the supplier can prove, by producing official documentation, that he has complied with the CITES requirements that permit trading in the particular species of tree so listed under that Convention.

46.2.4 The Authority reserves the right to reject at any time any Timber that does not comply with the conditions of this Contract or the Specification. Where the Authority exercises its right to reject any Timber, the Operator shall supply contractually compliant alternative Timber, at no additional cost to the Authority and without causing delay to the performance of the Contract.

46.2.5 The Operator shall maintain records of all Timber supplied and used in the performance of the Contract. Such information shall be made available to the Authority promptly if requested at any time.

46.3 Authority's Reporting Requirements

46.3.1 Unless the Authority has given its written approval in accordance with clause 46.2.1 that Timber that is not Sustainable Timber may be used, then, if requested, the

Operator shall promptly provide evidence to the Authority's satisfaction that the Timber is Sustainable Timber.

46.3.2 Upon a request by the Authority referred to in clause 46.3.1, in the event that the Operator does not promptly provide such evidence, or the evidence provided does not satisfy the Authority's requirements, then (and without prejudice to clause 46.4.1), the Authority reserves the right to retain 25% of any monies payable to the Operator under the Contract until such date as the Authority is in receipt of such evidence and the Authority is satisfied that the evidence establishes that the Timber is Sustainable Timber.

46.3.3 The Operator shall report quarterly on its use of Sustainable Timber in the performance of the Contract.

46.3.4 The Operator shall report on the amount of Timber that has been supplied to the Authority in accordance with clause 46.2.1 which is not Sustainable Timber.

46.4 Verification

46.4.1 Evidence of Sustainable Timber

The Authority reserves the right to determine whether the evidence supplied by the Operator is sufficient to satisfy it that the Specification and the conditions of the Contract have been fully complied with. In the event that the Authority is not so satisfied, the Operator shall, on written request by the Authority, commission and meet the costs of an Independent Report to:

- (a) verify the source of the Timber; and
- (b) assess whether the forests of origin were managed in accordance with the specified local laws and regulations.

46.4.2 Evidence of Legal Timber

46.4.2.1 The Operator shall, before delivering any Virgin Timber under this Contract, obtain documentary evidence to the Authority's satisfaction that the Timber is both Legal and Sustainable Timber. If requested in writing by the Authority, the Operator shall submit such documentary evidence to the Authority either prior to delivery or at such other times as the Authority may require. For the avoidance of doubt, the Operator shall identify, as part of the evidence submitted, a chain of custody from the source of the Timber through to delivery of the final product.

46.4.2.2 The Authority reserves the right at any time during the execution of the Contract and for a period of 6 years from final delivery of any Timber under the Contract to require

the Operator to produce the evidence required for the Authority's inspection within 14 days of the Authority's written request.

47 Work Related Road Risk

47.1 For the purposes of this Clause 47 of this Contract, the following expressions shall have the following meanings:

"Approved Driver Training"	the Safe Urban Driving course as accredited by the Joint Approvals Unit for Periodic Training details of which can be found at: www.fors-online.org.uk ;
"Bronze Accreditation"	the minimum level of FORS accreditation, the requirements of which are more particularly described at: www.fors-online.org.uk
"Car-derived Vans"	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
"Class VI Mirror"	a mirror that allows the driver to see what is immediately in front of the vehicle and that complies with Directive 2003/97/EC;
"Close Proximity Sensor"	a device consisting of either a camera and/or a sensor system that detects objects in a vehicle's blind spot and alerts the driver via in-cab visual and/or audio stimuli and which alerts other road users to the planned movement of the vehicle when the vehicle's indicators are engaged;
"Collision Report"	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
"Driver"	any employee of the Service Provider (including an agency driver), who operates Freight Vehicles on behalf of the Service Provider while delivering the Services;
"DVLA"	Driver and Vehicle Licensing Agency;

"FORS"	the Fleet Operator Recognition Scheme, which is an accredited membership scheme for businesses operating van and lorry fleets. It is free to join and offers impartial, independent advice and guidance to motivate members 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
"Freight Vehicle"	a Lorry, a Van or a Car-derived Van;
"Gold Accreditation"	the highest level of FORS accreditation, the requirements of which are more particularly described at: www.fors-online.org.uk
"Lorry"	a vehicle with an MAM exceeding 3,500 kilograms;
"MAM"	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
"Side Guards"	guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
"Silver Accreditation"	the intermediate level of FORS accreditation, the requirements of which are more particularly described at: www.fors-online.org.uk ; and
"Van"	a vehicle with a MAM not exceeding 3,500 kilograms.

Fleet Operator Recognition Scheme Accreditation

47.2 Where the Operator operates Freight Vehicles, it shall within 90 days of executing the Contract (unless it has already achieved Bronze Accreditation or higher) achieve Bronze Accreditation of FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to accreditation membership of FORS (the "Alternative Scheme").

47.3 The Operator shall maintain the standard of Bronze Accreditation (equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within

Alternative Scheme. Alternatively, where the Operator has attained Silver Accreditation or Gold Accreditation of FORS, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

- 47.4 The Operator shall use its best endeavours to ensure that those of its sub-contractors who operate Freight Vehicles shall comply with clauses 47.2 and 47.3 as if they applied directly to the sub-contractor.

Safety Equipment on Vehicles

- 47.5 The Operator shall ensure that every Lorry, which it uses to provide the Services, shall:
- 47.5.1 have Side Guards, unless the Operator can demonstrate to the reasonable satisfaction of the Authority that the vehicle will not perform the function for which it was built if Side Guards are fitted;
 - 47.5.2 have a Close Proximity Sensor;
 - 47.5.3 have a Class VI Mirror; and
 - 47.5.4 bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.

Driver Licence Checks

- 47.6 The Operator shall ensure that each of its Drivers has a driving licence check with the DVLA before that Driver commences delivery of the Services and that the driving licence check with the DVLA is repeated in accordance with either the following risk scale, or the Operator's risk scale, provided that the Operator's risk scale has been approved in writing by the Authority within the last 12 months:
- 47.6.1 0 – 3 points on the driving licence – annual checks;
 - 47.6.2 4 – 8 points on the driving licence – six monthly checks;
 - 47.6.3 9 – 11 points on the driving licence – quarterly checks; or
 - 47.6.4 12 or more points on the driving licence – monthly checks.

Driver Training

- 47.7 The Operator shall ensure that each of its Drivers who has not undertaken:
- 47.7.1 Approved Driver Training in the last three years, undertakes Approved Driver Training within 60 days of the commencement of this Contract; and
 - 47.7.2 a FORS e-learning safety module in the last 12 months, undertakes a FORS e-learning safety module (or an equivalent safety module provided by the Alternative Scheme).

Collision Reporting

47.8 Within 15 days of the commencement of this Contract, the Operator shall provide to the Authority a Collision Report. The Operator shall provide to the Authority an updated Collision Report on a quarterly basis and within five working days of a written request from the Authority.

FORS Reports

47.9 Within 30 days of its achieving FORS accreditation or the equivalent accreditation of the Alternative Scheme, the Operator shall make a written report to the Authority at fors@tfl.gov.uk detailing its compliance with clauses 47.5, 47.6 and 47.7 of this Contract (the "**Safety, Licensing and Training Report**"). The Operator shall provide updates of the Safety, Licensing and Training Report to the Authority at fors@tfl.gov.uk on each three month anniversary of its submission of the initial Safety, Licensing and Training Report.

Obligations of the Operator Regarding Subcontractors

47.10 The Operator shall procure that each of its subcontractors that operates the following vehicles shall comply with the corresponding provisions of this Contract as if those subcontractors were a party to this Contract:

47.10.1 For Lorries – clauses 47.5, 47.6, 47.7 and 47.8; and

47.10.2 For Vans – clauses 47.5.4, 47.6, 47.7 and 47.8.

Failure to Comply with Freight-related Obligations

47.11 Without limiting the effect of clause 27, if the Operator fails to comply with clauses 47.2, 47.3, 47.4, 47.5, 47.6, 47.7, 47.8, 47.9 and 47.10:

47.11.1 the Operator has committed a material breach of this Contract; and

47.11.2 the Authority may refuse the Operator, its employees, agents and Freight Vehicles entry for any purpose (including but not limited to delivery) onto any property that is owned, occupied or managed by the Authority.

SCHEDULE 1

Key Contract Information

1. **Contract Reference Number:** tfl_scp_000383
2. **Commencement Date:**
 - (a) **Contract Commencement Date:** 11th December 2012
 - (b) **Services Commencement Date:** 01 April 2013
3. **Term and Expiry Date:** A period from the Contract Commencement Date until midnight on 31 March 2020.

4. **Details of the Contract Manager:**

Name: General Manager, London River Services
Address: Tower Pier, Lower Thames Street, London EC3N 4DT
Tel: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]@tfl.gov.uk

5. **Details of the Interim Services Manager:**

Name: Services Manager, Briggs Marine Contractors Limited
Address: Seaforth House, Seaforth Place, Burntisland, Fife KY3 9AX
Tel: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]@briggsmarine.co.uk

6. **Insurances required in accordance with clause 21.2.1.3:** N/A

7. **Address for service of notices and other documents in accordance with clause 39:**

For the Authority: General Manager, London River Services Ltd
Tower Pier, Lower Thames Street,
London EC3N 4DT
Facsimile number: [REDACTED]

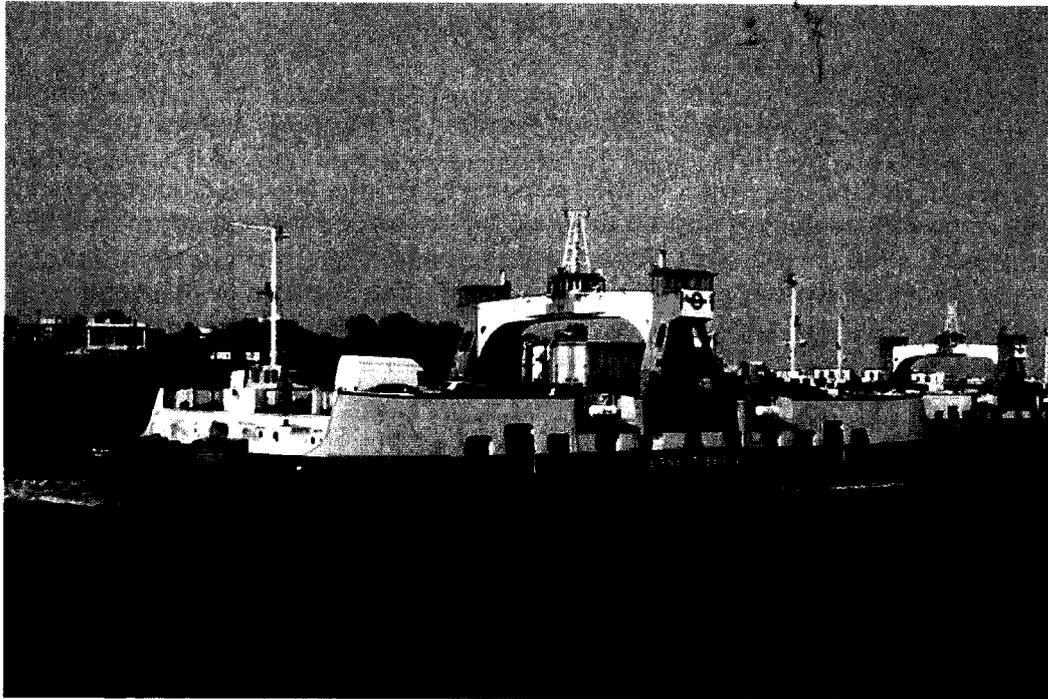
For the Operator: Managing Director,
Briggs Marine Contractors Limited
Seaforth House, Seaforth Place,
Burntisland, Fife KY3 9AX
Facsimile number: [REDACTED]

SCHEDULE 2

Mobilisation Plan

Briggs Marine Contractors Limited "Transition & Mobilisation Plan", August 2012

Operation & Maintenance of the Woolwich Ferry



Transition & Mobilisation Plan

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BRIGGS MARINE CONTRACTORS LIMITED

Transition & Mobilisation Plan

for the

Operation and Maintenance of the Woolwich Ferry

Dated: August 2012

ISSUE: FINAL

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Prepared For:

Transport for London

And

London River Services

Produced and Supplied by:

Briggs Marine Contractors Limited

APPROVALS

This document has been approved by the following personnel:-

For Briggs Marine Contractors Limited

Name: _____ Signature: _____ Date: _____

Position: _____

For TfL/LRS

Name: _____ Signature: _____ Date: _____

Position: _____

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CONTENTS

Approach to Transition and Mobilisation	5
Introduction	5
Our Approach.....	6
Transition and Mobilisation Management	7
Early Transition and Mobilisation Activity	11
Introduction	11
Concept of Operations	11
Early Transition and Mobilisation.....	11
Contract Negotiation.....	13
Initial Dependencies.....	13
Involvement of TfL/LRS.....	13
Partnering	13
Concluding Transition and Mobilisation	14
General	14
Transition and Mobilisation Contingency Plans	15
Human Resources.....	17
Quality, Health, Safety and the Environment	18
Project Schedule and Work Breakdown Structure	21

Approach to Transition and Mobilisation

Introduction

As an exceptional support provider of Vessel Technical and Operational Support Services to Government, Local Government and Commercial entities, Briggs Marine Contractors Limited (Briggs) fully understands that a meticulously planned and executed Transition and Mobilisation Plan is fundamental to the successful implementation of any venture. In the case of the Operation and Maintenance of the Woolwich Ferry Contract requirements this is even more important, as any failure to anticipate and counter risk could, ultimately, have an effect on the operational credibility and reputation of TfL/LRS as well as on Briggs. Briggs will ensure a smooth and seamless transition to the Contract maintaining full service delivery, at the same time providing TfL/LRS with an unbeatable combination of low risk, high safety standards and best Value for Money.

This Transition and Mobilisation Plan addresses the principal activities that Briggs intends to undertake in preparation for the provision of the Woolwich Ferry Support Services.

As a demonstration of Briggs's commitment to a partnering approach, and to assist TfL/LRS to meet its timelines, it is our intention to commence as many strands of the Transition and Mobilisation Plan 'as soon as possible' after TfL/LRS has indicated its intention to award the contract to Briggs. As a short period of time between Contract Award and Service Commencement Date can often have an adverse effect, the planned early announcement by TfL of preferred bidder status will have significant planning benefit.

Our planning and implementation processes identify and mitigate the transitional risks to TfL/LRS and ourselves, as well as clearly identifying the resources required to ensure that the Transition and Mobilisation is a success. The result will be a plan that is comprehensive but flexible enough to meet the changing needs of TfL/LRS, and that guarantees the safe and efficient delivery of the Woolwich Ferry Support Services.

Briggs has a formidable record of successful transition and operation and few other companies can match our marine Transition and Mobilisation experience, resources or expertise.

For planning and illustrative purposes we are currently assuming 1st April 2013, as indicated in the ITN, as a keystone date for Contract Start Date. However, initial Transition and Mobilisation activity will commence as soon as possible after TfL/LRS has indicated its intention to award the contract to Briggs, the standstill period has expired and TfL has given us permission to commence the process. We would welcome any opportunity to have a presence on site as soon as possible following Contract Award. If there is to be any change of timescale, then the plan will be adjusted as required to meet the timescales and priorities agreed with TfL/LRS.

Our Approach

The Transition and Mobilisation period of any contract is critical to long-term success. Contracts that require the acceptance of changed working practices and the transfer of staff are particularly vulnerable to disruption during Transition and Mobilisation if managed poorly. However, in this case, the vessels and support facilities are extant and it is likely that the majority of existing key personnel will transfer under TUPE arrangements. During this early stage of Transition we would seek clarity on the arrangements that will need to be made with regard to Bulk Transfer Terms.

Briggs has a significant and successful track record in the management of such Mobilisation projects. Programme and risk management best practice sit at the heart of our transition activities, providing a comprehensive, efficient, flexible and sympathetic approach to Transition and Mobilisation.

Our extensive experience of working with a host of Government, Local Government Departments and Agencies and large multi-national companies in the delivery of high quality marine services gives us a unique perspective on the issues and risks that are fundamental to the successful transition of this contract.

Our understanding of the task of the provision of Woolwich Ferry Support Services, through our detailed research, study of the ITN and supporting documentation, visits to the operational site and the first-hand knowledge and experience of key members of our team of the Woolwich Ferry operation is one part of this.

Equally important is a detailed understanding of the people required to undertake the task. Briggs directly employs over 500 personnel throughout the UK employed in afloat and ashore marine activities and has a deep understanding of the special culture, ethos and working practices around marine support activities. We fully appreciate the operational, safety and reputational imperatives that drive the provision of the Woolwich Ferry Support Services, and we are highly experienced in the management of staff in such environments. Our Transition and Mobilisation processes are designed to take advantage of the skills and competencies that each group brings to the table, and to integrate them into focussed, high performing teams who get the job done, whatever the circumstances.

A key tenet of our approach is early engagement to build enduring relationships and to develop our detailed understanding of key personnel and their roles. We will have begun this process with TfL/LRS, through the bidding process, and would hope to engage with the existing Woolwich Ferry Support Services staff and other key stakeholders as soon as the process allows this to happen.

Running throughout our Transition and Mobilisation Plan are the 3 strands of Governance, Communication and Due Diligence. Briggs has a comprehensive governance process that ensures continuity of executive oversight from the end of the sales process through to contract delivery.

Despite our track record of delivering great transitions, we take nothing for granted. The Governance process allows us to work closely with the Client during this important period, and fully reflects the partnering approach we take to both transition and contract delivery. Along with our detailed communications strategy, which we will develop in full

partnership with TfL/LRS, it will ensure that all parties maintain a high level of confidence in, and understanding of, each stage in the Transition and Mobilisation process. Our Due Diligence process commences immediately on notification that we have achieved 'preferred bidder' status, and continues through into contract delivery, where it is subsumed by our Continuous Improvement activity. It tests assumptions against the reality on the ground and looks to ensure that best practice is adopted within the contract base. Equally importantly, the process addresses quickly and efficiently any issues that arise during the early stages of contract delivery, in this case ensuring that required services are maintained and best practice adopted.

Transition and Mobilisation Management

The shore management team in Woolwich will be fully supported by Briggs Headquarters Support Office staff to provide an experienced and highly capable Transition and Mobilisation Team. It will be the role of the team to ensure that from announcement of Preferred Bidder, the Transition and Mobilisation process runs smoothly, and that the Woolwich Ferry Support Services team becomes a well-founded, strong, stable and motivated business unit, able to deliver the services within the terms of the contract and poised to embark upon a programme of change management and innovation.

We intend to appoint a Services Manager for this contract and he will be supported by a Transition and Mobilisation Director, responsible for the successful delivery of the Transition and Mobilisation Plan. The Transition and Mobilisation Director has first-hand knowledge of the Woolwich Ferry Operation and is familiar to, and has a good relationship with, existing senior members of the Ferry Management Team. At all times they will work closely with the Briggs Headquarters senior management team, who all have considerable experience of phasing-in contracts.

The Transition and Mobilisation team will contain specialists in the areas of Operations, Technical Support, HR and Change Management, Finance, Commercial, Assurance and Information Technology. To ensure the closest possible liaison and co-ordination between the Transition and Mobilisation and operational teams, we propose that a Transition and Mobilisation office is established at the existing Woolwich Ferry offices.

Throughout the Transition and Mobilisation period, we will consult regularly with TfL/LRS and its appointed representatives in order to minimise conflict with or disruption to delivery of the Operational, Vessel and Technical Support Services

Key Posts (Name)	Terms of Reference
Transition and Mobilisation Director	<ul style="list-style-type: none"> ▪ Will be responsible to the Briggs Marine Operations Director and will direct the Operational, Technical, HR, Commercial and Financial aspects of the Transition and Mobilisation of the Woolwich Ferry Support Services contract and seamless transition of the existing arrangements. ▪ Liaison with TfL/LRS, the existing Management team and other key stakeholders to help ensure no disruption of operations due to Transition and Mobilisation ▪ Monitor and advise the Transition and Mobilisation General

Key Posts (Name)	Terms of Reference
	<ul style="list-style-type: none"> ▪ Work closely with Transition and Mobilisation Team to develop excellent working relations and information flow with stakeholders ▪ Help identify and resolve any key issues likely to cause problems ▪ Offer advice and provide practical support as required to ensure that the plan is successfully delivered.
Services Manager	<ul style="list-style-type: none"> ▪ Responsible for the successful delivery of the Transition and Mobilisation Operations Plan ▪ Support the Transition and Mobilisation Director, TfL/LRS Team Leader and the members of the Transition and Mobilisation Team through ownership, maintenance of and direction of the agreed Operations Plan ▪ Manage the processes and the resources ▪ Formal point of contact for Support Services Contract Operational Transition and Mobilisation matters ▪ Project control and management in preparation for the agreed Service Commencement Date
Senior HR & Change Manager	<ul style="list-style-type: none"> ▪ Transition and Mobilisation and Change Management ▪ Responsible for the management of all employee issues ▪ Support the Transition and Mobilisation Director, TfL/LRS Team Leader and the Transition and Mobilisation Director through ownership, maintenance of and direction of the agreed Communications Plan ▪ Conduct of HR Due Diligence ▪ Manage personnel transfer arrangements ▪ Implement HR Change Management Programme
Finance and Commercial Manager	<ul style="list-style-type: none"> ▪ Work closely with TfL/LRS to ensure appropriate Commercial and Financial arrangements are in place ▪ Support the Transition and Mobilisation Director, TfL/LRS Team Leader and the members of the Transition and Mobilisation Team through ownership, maintenance of and direction of the agreed Finance and Commercial Plan ▪ Achieve Financial Close ▪ Draw down funds to facilitate Cash Flow requirements ▪ Implement Commercial and Financial Management Infrastructure and systems ▪ Oversee first Contract Performance and Payment Report
Transition and Mobilisation Programme Manager	<ul style="list-style-type: none"> ▪ Support the Transition and Mobilisation Director, TfL/LRS Team Leader and the members of the Transition and Mobilisation Team through ownership, maintenance of and direction of the agreed Transition and Mobilisation Plan ▪ Manage approval and implementation of the Transition and Mobilisation Plan ▪ Maintenance of the Transition and Mobilisation Plan ▪ Liaison with any of TfL/LRS appointed Transition and Mobilisation counterpart staff

Key Posts (Name)	Terms of Reference
	<ul style="list-style-type: none"> ▪ Manage and arrange weekly progress reports/meetings ▪ Programme Administrative support to the Transition and Mobilisation Team
Group Assurance Manager / DPA	<ul style="list-style-type: none"> ▪ Support the Transition and Mobilisation Director, TfL/LRS Team Leader and the members of the Transition and Mobilisation Team through ownership, maintenance of and direction of the agreed Health, Safety, Environment and Risk Plans ▪ Develop and seek approval of the Risk Management Plan ▪ Implementation of the Risk Management Plan ▪ Ensure that Transition and Mobilisation Risks are monitored and managed
IT Manager	<ul style="list-style-type: none"> ▪ Responsible for the assessment, planning and operation of the Briggs IT and Communications Infrastructure ▪ Implementation and proving of the Management Information System
Manager-Technical	<ul style="list-style-type: none"> ▪ Support the Transition and Mobilisation Director, TfL/LRS Team Leader and the members of the Transition and Mobilisation Team through ownership, maintenance of and direction of the agreed Asset Management Plan ▪ Deliver Due Diligence and assets take-on programme. ▪ Final approval and implementation of the Asset Management Plan and System
Assurance Manager	<ul style="list-style-type: none"> ▪ Final approval and implementation of the Assurance, QA and Safety Management Plans ▪ Responsible for the safety audit and immediate actions to ensure safe operation of all vessels taken on to deliver Vessel Technical and Operational Support Services ▪ Implementation and management of a programme to achieve an approach to safety management and documentation within the contract that will fully meet the aims, ambitions and expectations of TfL/LRS. ▪ Support to the Duty Holder (Operations Director Marine Services)

Table 1 – Terms of Reference for the Transition and Mobilisation Team Members

The Transition and Mobilisation management team understands the importance of good project management with well-defined paths of authority, responsibility and information flows in managing and controlling a project. The Transition and Mobilisation Director manages the day-to-day running of the project and achieves the activities through work packages set and agreed with Team Directors/Managers/Leaders, who are responsible for the conduct of the work.

The Transition and Mobilisation Programme Manager will monitor the Transition and Mobilisation Plans and provide periodic reports to the Transition and Mobilisation

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Director. Management of the project is by exception and the Management Team and is kept fully informed through regular status reports. They will receive Exception reports should it become obvious that the plan will stray from the authorised timetable. Key tools for ensuring that the project will run efficiently include:

- Project Agreement
- Project, Stage and Team Plans
- Risk Management Plan
- Status Reports

The management of risk is essential for a successful transition from Contract Award to Service Commencement. A risk management plan will be produced for this contract.

At the end of the Transition and Mobilisation, there will be an assessment of lessons learned, and on-going activities will be formally handed over to the contract support team before the Transition and Mobilisation project is formally closed.

We believe that it is essential to evaluate the success of our Transition and Mobilisations to ensure:

- We have met our Transition and Mobilisation objectives
- We have assessed the realisation of benefits.
- We are confident that we have provided the stakeholders with the most effective Transition and Mobilisation is possible and that any issues have been resolved
- The Contract Support Team is fully aware of all the on-going actions required to manage a successful contract.

Evaluation measures will include:

- Feedback during the Transition and Mobilisation period via meetings with TfL/LRS and the existing service providers
- De-briefing sessions with 1-2-1 interviewers
- A post-Transition and Mobilisation review with TfL/LRS representatives
- A post-Transition and Mobilisation survey of new and TUPE employees

Early Transition and Mobilisation Activity

Introduction

The key to a successful Transition and Mobilisation revolves around a comprehensive understanding of the task, a detailed knowledge of the management of the task and the people delivering it, and meticulous and comprehensive preparation. Given our research, site visits and extensive experience in the management of Marine Services, we clearly understand what needs to be done.

Transition and Mobilisation activity will commence as soon as TfL/LRS confirms that we are 'preferred' bidder', and will be complete only when we jointly agree that the Woolwich Ferry Support Services are operating to the required standard.

During this entire period we will place the highest emphasis on the assurance of safe, efficient ferry operations as detailed in the SOR, and the establishment of key relationships, and trust, with our working level stakeholders. We anticipate that Transition and Mobilisation period will be complete 4 weeks after we commence operations on behalf of TfL/LRS.

Concept of Operations

Briggs approach is based on preparation, training and the rapid identification of, and response to, operational risks or issues that arise during the Transition and Mobilisation. Therefore, we will seek to obtain all relevant material, such as TORs, risk assessments and local orders as soon as possible after contract award. This will allow us to review and update our own draft documents and to brief our Transition and Mobilisation Team accordingly. Communication between Briggs and TfL/LRS, co-ordinated by the Transition and Mobilisation Director, will be regular and detailed.

Early Transition and Mobilisation

Prior to contract commencement, and after confirmation of 'preferred bidder' status an initial activity phase will ensure that all preparation is complete, and that all resources are in place, before we take over Ferry operations. All activity in this phase can be completed in a relatively short period of time, and the timescales suggested by TfL/LRS give us no cause for concern.

Activity will commence on announcement of 'Preferred Bidder'. Such early activity will include:

- The securing of key Transition personnel.
- Finalisation of check lists, Transition and Mobilisation and Training Plans.
- Consultation on the Communications Plan.
- Consultation on the recruitment and/or transfer of employees.

- Finalisation of the Transition and Mobilisation Plan, taking into account any inputs from TfL/LRS on substantial changes since bid submission.

Throughout, we will place the highest emphasis on establishing a continuous, proactive dialogue with TfL/LRS.

Immediately following the formal announcement of Preferred Bidder, the Briggs Governance Process, as described earlier, will commence. This will ensure that the appropriate resources from across Briggs are made available, thus guaranteeing an effective and efficient Transition and Mobilisation.

Other key activities on or after the announcement of contract award are, but will not be limited to, the following:

- Requests for local site information, such as TORs, risk assessments, local orders.
- Logistics plan activated:
 - Priority orders placed for long lead time items, such as IT equipment, clothing, stationary, information packs.
 - Consumables ordered.
- Agreed communications plan activated:
 - Stakeholder briefings commence.
 - Induction material finalised and ordered.
 - Newsletters dispatched.
 - Help desk in operation.
- Organisational structure confirmed:
 - Key personnel identified.
- HR:
 - Staff interviews and consultation, payroll implementation.
- Legal, Commercial & Financial Due Diligence continues.
 - Much will have been completed during contract negotiations but any outstanding issues to be concluded.
- Transition and Mobilisation Plan finalised and agreed with TfL/LRS.
- Management System in place:
 - Support IT ordered.
 - On site LAN system reviewed and set up.

A comprehensive Gantt chart will be produced by Briggs. Based on transition best practice from across the entire Briggs Group, this Gantt Chart will identify the key Transition and Mobilisation activities included in our project plan. It will also be used as an on-going guide for our Transition and Mobilisation Director as he finalises the Transition and Mobilisation Plan.

Contract Negotiation

Briggs fully understands the importance of clarity and continuity in the negotiation process. To aid this we have already identified our Contract Negotiation Team, who are all senior members of the Briggs leadership team, and who have been deeply involved in the development of this proposal. The Team will be led by the Marine Operations Director.

Initial Dependencies

During the period immediately following any appointment as Preferred Bidder or award of contract we would seek to identify and agree any dependencies that we might have on TfL/LRS to ensure the effective transfer of responsibility.

Involvement of TfL/LRS

We know from experience of many Transitions and Mobilisations that continuous engagement and consultation with TfL/LRS throughout the preparations for and during the Transition and Mobilisation will be crucial to its success. We would aim to ensure that TfL/LRS will be kept fully informed and will be involved as members of the Contract Partnering Team. It is our intention to take a partnering approach to Transition and Mobilisation by inviting involvement in all appropriate programme update meetings. To further partnering and assist with communication the Local Partnering Team, which will include a cross section of membership of the existing management team, will be fully engaged in ensuring the timely delivery of all aspects of the Transition and Mobilisation plan.

Partnering

As part of a wider Briggs initiative to emphasise the importance of relationship development and partnering skills in the contracting environment, we will be placing a significant emphasis on the development of a partnering relationship. The Transition and Mobilisation Director's role will be to act as facilitator for the continued development of good and strong relationships with all stakeholders and to launch and drive forward a Partnering programme.

Concluding Transition and Mobilisation

General

Our primary concern during the Transition and Mobilisation Period is the assurance of high quality, safe Woolwich Ferry Operations and Support Services. The objectives of the Transition and Mobilisation Team are to ensure that, by the time they are complete, they and TfL/LRS are confident that we can maintain the required level of service as detailed in the ITN, that all Due Diligence is complete, that personnel are fully inducted and that reporting and monitoring systems are robust. In order to ensure that all key areas are addressed comprehensively the Transition and Mobilisation Director will produce a check list of mandatory items and activities that are based on the Best Practice check list. These activities can be grouped under the following broad headings:

HR:

- Staff Recruitment.
- General induction.
- Personnel interviews.
- Payroll activity.

Training:

- Confirmation of training and qualification data.
- Agreements on personal development plans for all SFF personnel.
- On location management and leadership activity.

Operations and Assets Due Diligence:

- Organisation.
- Task.
- Operational relationships.
- Management and reporting systems.
- IT.
- Vessels and Technical Equipment.

Corporate Assurance:

- Quality.
- Certifications.
- Safety, Health, Environment and Fire.
- PPE, medical and working environment (e.g. infrastructure and equipment).
- Risk and issues management.

Corporate Social Responsibility

Logistics / Supply due Diligence

Financial Due Diligence

Transition and Mobilisation Contingency Plans

Briggs extensive experience in the transition and operation of complex, technical contracts has taught us never to take anything for granted. However, we are entirely confident that we can meet TfL/LRS's demanding timescales.

If any situation occurs that may affect our proposed Transition and Mobilisation plan, we will immediately inform TfL/LRS. We will then submit a plan to be agreed for measures to manage the situation and protect the operation of the Woolwich Ferry Support Services.

Vessels and Facilities

Briggs will assume responsibility for the serviceability and availability of vessels and any other assets required to support the contract and will maintain the workshops stores and office facility within the Woolwich Ferry site complex. This plan assumes that at the end of the Transition and Mobilisation Phase that a detailed understanding of the requirements of the contract will have been demonstrated to the satisfaction of TfL/LRS. We will comply with our Safety Management and Asset Plans. As such, we will ensure that all vessels used in support of the task will be certified to Class and Flag requirements, as required by their type and use. Our due diligence process will have an audit function to this effect. It has been assured that the vessels will be operated under the DSM Code.

In the event that a vessel, at any time, is not found to be not fully compliant with Class, Flag or DSM requirements, shortcomings will be identified and a rectification programme will be agreed. Briggs will work with TfL/LRS, Flag and Class to either overcome any discrepancies or to develop alternative solutions to ensure service continuity.

Management Information and Communication System

We will develop a suitable Management Information System that will assure us of effective communication within the site and between the site to TfL/LRS and our Headquarters. The establishment of the MIS will be detailed in a separate project plan developed during the Transition and Mobilisation phase.

Planned Maintenance System Database

We understand that a Planned Maintenance System (PMS) is in place on the Ferries that we will take over to meet the requirement. The system is use is same as is used

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by Briggs on its fleet of owned and managed vessels. We would want to examine the current arrangements to consider how to best to improve maintenance provisions in the short and longer term. Briggs has developed the Company PMS to use many of the additional functions available in the PMS and it would be our intention to review the existing Woolwich Ferry PMS to identify how many other systems could be incorporated into the PMS. Briggs has considerable experience of Planned Maintenance and condition monitoring systems and we would want to use this experience to best advantage.

Vessels and Assets

We will wish to discuss with TfL/LRS how we might best manage the transfer of the assets to our management control and what level of survey and other arrangements might be required at contract commencement. We will expect to make similar arrangements with regard to the shore infrastructure so that all requirements are catered for.

Asset Transfer

As part of the Transition and Mobilisation process we would intend to refine the Preliminary Submission of the Service Management Plan that would contain the full detail of how assets will be taken up and managed. Briggs will manage the preparation of appropriate arrangements made with the provider of any sub-contracted services required to support the contract to ensure that those arrangements mirror the contractual arrangements of the main contract.

Human Resources

In the period from appointment as Preferred Bidder, through Contract Award to SCD, which will involve the recruitment or transfer of employment of both the management team and operational staff, we will work closely with TfL/LRS to ensure that all matters are handled in a timely manner. We will seek to minimise uncertainty of existing staff and seek to achieve a positive and effective recruitment or transfer of employees liaising closely with TfL/LRS as required to ensure that any concerns that they have are addressed.

The HR and Change Manager will manage a detailed and compliant recruitment and training agenda. This transition programme will include a carefully managed communications programme from Contract Award, offering 'Roadshow' briefings to all employees, as well as the opportunity for one-to-one interviews to ensure that the newly recruited staff are kept fully aware of the Transition and Mobilisation arrangements. This will be backed up by staff being provided with the contact details of the relevant HR personnel who will be able to provide the means for employees to get in touch to address any personal issues.

Road shows will be held to communicate regularly with all staff, ensuring that the concerns of staff are addressed promptly under the following headings:

- Consultation with staff
- Terms & Conditions
- Training
- PPE and uniforms
- Occupational Health Screening as required

Training Needs Analysis (TNA) will be conducted during the Transition and Mobilisation period on an individual basis and as part of the overall training requirements to deliver the service outputs. The outcome from the TNA will form an input to the training plan for all staff post Contract Commencement.

The plan is designed to minimise any disruption to the delivery of operational services and ensure a smooth transition between Contract Award and Contract Delivery.

Quality, Health, Safety and the Environment

Quality Management

Briggs will implement an appropriate quality management system to enable the delivery of the highest practicable quality of service. The quality management system will provide the framework for continual improvement and thus increase the probability of enhancing customer satisfaction and the satisfaction of other stakeholders.

Briggs quality management system has been certified to ISO9001 Quality Management Systems. Our plan will be to implement a management system that is based on this model. The key activities will be:

- Review existing system and arrangements in place
- Appoint a management representative for quality
- Implement key procedures to include:
 - Management review
 - Internal audit
 - Non-conformance and corrective and preventative action
 - Document control
- Development of operational procedures

Safety Management

Briggs has always recognised its responsibility for, and placed great emphasis on, the effective management of health and safety whilst building up over more than forty years not only a successful but also a very diverse business. This has also meant that the diversity of hazards and risks that need to be effectively managed has substantially increased. Briggs has therefore developed systems and processes to control its risks and at the same time embedded in its workforce an effective and sound health & safety culture.

The marine safety management system that has been developed is compliant with the International Safety Management Code. The ISM Code is to a higher standard than the DSM Code in place on the Woolwich Ferries. This ISM Code and accreditation is verified on-board ships and annual verification by the Flag Authority of the shore based safety management system. The Company also holds OHSAS 18001 Safety Management Systems and ISO 14001 Environmental Management System accreditation. We intend to implement these systems in this contract, the key activities will be to:

- Appoint a Senior Assurance Manager with responsibilities for Safety Quality and the Environment and to act as the DPA.
- Implement health and safety policy

- Review training and competence and implement training plan.
- Review existing systems, procedures and work instructions
- Implement safety audit / inspection plan.
- Develop and implement a risk assessment plan.
- Implement accident / incident reporting and investigation procedures.
- Review Domestic Safety Management systems onboard ships, integrate BRIGGS system through the intermediate certification route in liaison and agreement with the Flag Authority.
- Appoint a local Quality and Safety Manager who will report directly to the DPA as well as to the local Services Manager.

Environmental Management

Due to the nature of Briggs business, our approach the application of environmental management is one of partnership with our customers. In understanding this approach it is important to understand Briggs product and how this is provided to its customers. A Draft Environmental Management Plan (EMP) has been developed as part of the suite of Management Plans considered necessary to manage the contract. It is proposed that this EMP should be reviewed with TfL/LRS during the Transition and Mobilisation Phase to ensure that it meets their requirements.

To deliver our product successfully requires us to work closely with our customers. This means that in many of our contracts we are working with our customers local to their premises, contributing to their overall objectives, an important element of which will be their environmental responsibilities. In these cases, as we are not wholly in control of the environment within which we are working, we support our customers in applying their environmental management systems and objectives. Where we are in control of the environment within which we are working we apply our own environmental management systems. Briggs is accredited to ISO 14001, Environmental Management Systems and has a substantial Environmental Services Division that underpins our understanding of the high importance of Environmental Management Issues.

Working in partnership with our customers, Briggs recognises its responsibility to ensure that any adverse impact our activities have on the environment are reduced or where reasonably practicable eliminated. It is about managing, supporting and sustaining the environment within which we work by ensuring we apply the most appropriate management systems, be they designed and developed by our customers or by ourselves. What is important is that we understand the impact that our services have, we have systems in place to manage them and we set ourselves targets to improve our performance. Equally we recognise that it is not just about reacting, it is also about being positive and considering initiatives to reduce our environmental impact through procuring responsibly; returning items; re-using items; recycling; re-designing the processes we use; reducing what we use and rethinking how you do things. Such initiatives not only help us sustain the environment they are also likely to improve the overall efficiency of the contract.

We will use the Environmental Management Systems standard to roll out into this contract. Key activities are the:

- Appointment of a local Manager responsible for the environmental management system
- Implementation of Environmental policy
- Implementation waste management plan
- Review of training and competence and implementation the training plan.
- Implementation of an environmental audit process.
- Identification of site aspects and impacts and determine significance.
- Implementation of an environment risk assessment process.
- Development of objectives for improved performance.
- Review of emergency preparedness for environmental incidents ashore and afloat

Project Schedule and Work Breakdown Structure

Once agreement has been reached with TfL/LRS on the task requirements, vessel introduction and in-service dates, a detailed Microsoft Project Plan and Gantt chart will be produced that will detail all the activities that need to take place to achieve an effective Transition and Mobilisation of the Project. This Project Plan will not only detail all the activities that are to take place but will also define the time lines of those activities. The Project Plan will also assign responsibilities to individuals for the work stream that has been identified.

A detailed Project Plan, Gantt Chart and Work Stream Breakdown will be developed and will be provided as an Appendix to this Plan.

The activities required to complete a successful Transition, and which will appear in the Gantt chart, are currently identified as:

Notification of Preferred Bidder
Contract Start
Service Commencement
Woolwich Ferry Transition and Mobilisation Plan
Woolwich Ferry Pre Take Over and Clarification
Notification by TfL of appointment as preferred bidder
Contractual Clarifications
Initial Meetings with Existing Contractors to outline transition plans
Obtain Complete Contract Documentation
Agree with TfL/LRS revised timetables for transition
Confirm Service Commencement Date with TfL/LRS
Confirm Transition Period with TfL/LRS
Refine Transition Plan
Support Office & Equipment
T&C's for occupation of areas at Woolwich site agreed
Footprint of operational and vehicle marshalling areas at dockside clarified
HSE survey to complete
Site maintenance contracts (If required)
Compile equipment list for shore support offices
Provide all arrangements for support team equipment and services
Communications
Internal
Briggs
Business Units
External
Liaise Comms Staff TfL/LRS

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2

Press Releases
Suppliers & Stakeholders
Advise main sub contractors of Preferred Bidder Status
Inform Other Key suppliers of appointment as preferred bidder
Identify Other Key Suppliers in Woolwich and Elsewhere
Management
Initial discussions with Serco Transition Management Team
Update Management structure
Agree Transition Team attendance requirements
Refine recruitment process and timescales for Key Posts
Ongoing discussions with Transition Management Team
Operations/Technical
Ferry Due Diligence surveys
Class & Flag certification confirmed
DSMC DOC and SMC and Plans reviewed
Work Boat due diligence survey and inspection
Refit Arrangements Due Diligence Review
Planned Maintenance System Due Diligence Review
Due diligence review of all operating and radio licenses
Confirm arrangements for Head Office Support activities
Confirm arrangements for local maintenance requirements
Advise TfL/LRS of any Due Diligence Issues
Vessel Mobilisation
Review Mobilisation Plan with Serco
Confirm All Equipment available for mobilisation
Ensure all arrangements in place with Flag and Class for vessel takeover
Procurement
Obtain all OEM Material from Serco
Confirm Delivery and Shipping Arrangements for Suppliers with Serco
Source all additional equipment suppliers and maintainers
Quality Safety & Environment
QSE Audit V/Ls
QSE Audit Workboats
QSE Audit Hoist Towers
QSE Audit Maintenance Grid
QSE Audit Parking Areas and Roadways
QSE Audit Workshops and Stores
QSE Audit Offices
Develop Risk Register
Produce improvement action plan
Implement Improvement Action Plan

Introduce & Implement Briggs Management Systems	
Branding	
	Signage & Stationary
	Procure any required Uniform & PPE
	Issue any required Uniforms & PPE
Security	
	Employee Personal Passes if required
HR	
	Review exit TUPE arrangements with Serco
	Gain ELI TUPE data from Serco
	Collate & prepare due diligence data
	Consider any ETO changes, discuss with Tfl and propose consultation route
	Finalise TUPE Lists
	Finalise Job Specifications
	Confirm Pension Position
	Prepare staff TUPE packs
	Prepare Staff Consultation Presentations
	Issue Staff TUPE Packs
	Collate Staff TUPE Pack Returns
	1-to-1 Staff Consultations - where requested
	Map Workforce gaps
	Prep Recruit & Select process for any new hires
	Recruitment campaign for Training & Competence Coordinator
	Determine content of induction packs incl Ts & Cs of Service
	Assemble materials for induction pack
	Issue induction packs
	Complete payroll details
	Establish 1st weekly payroll
	Establish 1st monthly payroll
	Review Visa Arrangements for ex-pat staff
	Create all employment records & personal Files and Sage50HR data entry
	Develop Training Needs Analysis
	Provide Staff Operational and Technical Training
Finance/Commercial/Legal	
	Appointment as Preferred Bidder
	Contract Signing
	Set up accounting processes
	Set Up Tax & Vat
	Set Up Accounts system
	Set Up Purchasing system and provide training
	Set Up Stock Accounting system

Advise Insurers of being PB for New Contract
Ensure Briggs named as Co-Assured on TfL/LRS Insurance Policies
Review financial management systems
Assign Budget Holders
Develop Business Plan
Allocate Delegated Authorities
IT & Telecomms
Confirm provision of telecom links
Provide telecom equipment (If required)
Identify IT equipment requirement
Procure IT equipment
Installation of hardware, software & internal IT Systems
IT Training
Contracts for telecoms and IT
Procure Mobile Phones for key staff (if required)
Management Plans
Revise Service Management Plan
Revise Quality Management Plan
Revise Risk Management Plan
Revise Occupational Health and Safety Management Plan
Revise Asset Management Plan
Revise Communications and Stakeholder Plan
Revise Environment Management Plan
Revise Training Plan
Revise Crisis Management Plan
Revise Transition and Mobilisation Plan

SCHEDULE 3

Services Specification

PART A: OPERATIONAL SERVICES

1. Operation of the Woolwich Ferry

The Woolwich Ferry service which comprise of the "James Newman", "John Burns" and "Ernest Bevin" (the "Vessels") shall be operated by the Operator continuously within the timetable hours (under paragraph 2, Part A below) and strictly in accordance with the following:

- 1.1 A documented Domestic Safety Management Code (DSMC) for Class V Vessels in accordance with the Maritime and Coastguard Agency (MCA) Regulations;
- 1.2 All other statutory and regulatory requirements, including but not limited to, the MCA (additional to the DSMC);
- 1.3 All Port of London Authority (PLA) regulations, by-laws and operating requirements including but not limited to:
 - 1.3.1 "General Directions for Navigation in the PLA"; and
 - 1.3.2 "Permanent Notices to Mariners";
- 1.4 All requirements of the Classification Society appointed in respect of the Vessels;
- 1.5 Operation of the Thames AIS (as if mandated by and in accordance with Thames AIS Bylaws 2006 made by the Port of London Authority);
- 1.6 The Operator shall ensure that it operates efficient and effective traffic control for loading and unloading of the Vessels and to minimise local road congestion, including the effective use of both vehicle-holding areas (North and South terminals) and the efficient use of the loading capacity of the Vessels to maximise Vessel capacity; and
- 1.7 The Woolwich Free Ferry By-Laws 1969.

2. Timetable hours

The hours for which the Woolwich Ferry shall operate are as follows:

- | | |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Monday to Friday | <ul style="list-style-type: none">• 2 Vessels from 06.00 to 20.00• Last Vessel each side 20.00 |
| Saturday and Public Bank Holidays | <ul style="list-style-type: none">• 1 Vessel running from 06.00 to 20.00.• Last Vessel from South terminal 19.45, last Vessel from North terminal 20.00 |
| Sunday | <ul style="list-style-type: none">• 1 Vessel from 11.30 to 19.30.• 1st Vessel from South terminal 11.30, 1st Vessel from north pontoon 11.40. |

- Last Vessel from South terminal 19.15, last Vessel from North terminal 19.30.

There is not a service operating on Christmas Day, Boxing Day and New Years Day.

3. Minimum Performance Standards

The minimum standards for the operation of the Vessels that the Operator shall comply with are as follows:

- 3.1 Actual hours of service must exceed on average 95% of the total Timetable Hours under paragraph 2, Part A above as recorded over a continuous 4-weekly period;
- 3.2 Actual hours of service should enable an average of 6 crossings per hour with maximisation of Vessel capacity; and
- 3.3 Hourly based people and vehicle counts must be recorded by vehicle class consistent with Annex 1 of this Part A, Schedule 3 and the associated instructions.

Woolwich Ferry Annual Vehicle Count and breakdown (April – March)

	2010/11	Average per crossing	2011/12	Average per crossing
Cars	880,531	17.9	881,067	18.8
Motor Cycles	33,735	0.7	31,925	0.7
Rigid Lorries	157,056	3.2	151,742	3.2
Artic Lorries	71,880	1.5	64,014	1.4
Crew and Foot Passengers	1,050,540	21.4	983,892	20.9

PART B: MAINTENANCE SERVICE

1. Vessels

The Operator shall achieve the following minimum maintenance requirements for the Vessels:

- 1.1 Maintenance in strict compliance with all of the requirements of the DSMC and the MCA;
- 1.2 Maintenance in strict compliance with all of the requirements of Lloyds Register - statutory inspection and certification of Vessels including the processes and procedures for maintenance regimes and the associated use of the on-line Lloyds service referred to as "ClassDirect Live";
- 1.3 Maintenance in strict compliance with all insurance company surveys;
- 1.4 In addition to paragraphs 1.1, 1.2 and 1.3, Part B above the maintenance regime must ensure two Vessels remain in operation at all times and within current certification;
- 1.5 Further to paragraph 1.4, Part B above and with the use of the third Vessel each Vessel is cycled through planned preventative maintenance (not exceeding 16 weeks each) to guarantee retention of MCA/Lloyds certification;
- 1.6 Maintenance of the Thames AIS installed on the Vessels to ensure the equipment is in operation at all times;
- 1.7 Cleaning of Vessel passenger accommodation and graffiti removal on a daily basis;

MB Ferryman and MB Freeman

- 1.8 In addition to the Vessels, the workboats MB "Ferryman" and MB "Freeman" shall be fit for purpose and maintained in a safe and reliable condition in compliance with all legalisation and Port of London Authority requirements; and
- 1.9 The Operator shall carry out a detailed review of the Vessel maintenance requirements in paragraphs 1.1 through to 1.8, Part B above within six months of the Contract Commencement Date and submit a formal and comprehensive review to the Contract Manager of the suggested enhancements with an associated cost/benefit analysis, together with such other information requested by the Contract Manager. The Operator shall implement the enhancements approved by the Contract Manager in accordance with the terms confirmed by the Contract Manager.

2. Terminal Infrastructure

The Operator shall achieve the following minimum maintenance requirements for the terminal infrastructure (North and South bank):

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- 2.1 A day-to-day maintenance regime to be established from Contract Commencement Date sufficient to maintain operational efficiency and in particular to prevent disruption to the operation of the Vessels as approved by the Contract Manager, such approval not to be unreasonable withheld or delayed;
 - 2.2 Implementation and compliance with maintenance regime in accordance with paragraph 2.1, Part B above;
 - 2.3 Compliance with all statutory regulations and maintenance of certification as necessary;
 - 2.4 Maintenance of vehicle barrier control system to ensure safe operation at all times;
 - 2.5 Routine inspection of the timber piles and associated rectification work; and
 - 2.6 The Operator shall carry out a detailed review of the terminal infrastructure maintenance requirements in paragraphs 2.1 through to 2.5, Part B above within six months of the Contract Commencement Date and submit a formal and comprehensive review to the Contract Manager of the suggested enhancements with an associated cost/benefit analysis, together with such other information requested by the Contract Manager. The Operator shall implement the enhancements approved by the Contract Manager in accordance with the terms confirmed by the Contract Manager.

3. Equipment

At the Contract Commencement Date a substantive spares and materials stock (the "**Stock**") shall be made available to the Operator by the Authority to utilise in the Maintenance Services free of charge. The list of stock is attached at Appendix 1. The Operator shall be fully responsible for maintaining the accuracy of the Stock records, the Stock usage and Stock replenishment for delivery of the Maintenance Services in compliance with this Part B and the Minimum Performance Standards. The Operator shall at all times comply with the provisions of clause 5 in relation to the Stock.

4. Car Parking/Staging Areas and Vehicle/Passenger Terminal Approach Roads and Paths

The Operator shall achieve the following minimum maintenance requirements for the car parking areas, staging areas and the vehicle and passenger terminal approach roads and paths:

- 4.1 Regular inspection for defects and prompt rectification of defects to ensure safe use by members of the public and ferry staff at all times;
- 4.2 Maintenance of the flood defence barrier (North-side approach road) ensure full and effective operation at all times and regular trial operation confirm its operation without hindrance;
- 4.3 Vegetation control to the Authority's reasonable satisfaction;
- 4.4 Any graffiti to be removed within 24 hours;

4.5 Rectification work to ensure general cleanliness and appearance commensurate with a good public facing image including but not limited to, litter removal, rust removal and repainting of railings; and

4.6 The Operator shall carry out a detailed review of the car parking/staging areas and vehicle/passenger terminal approach roads and paths maintenance requirements in paragraphs 4.1 through to 4.5, Part B above within six months of the Contract Commencement Date and submit a formal and comprehensive review to the Contract Manager of the suggested enhancements with an associated cost/benefit analysis, together with such other information requested by the Contract Manager. The Operator shall implement the enhancements approved by the Contract Manager in accordance with the terms confirmed by the Contract Manager.

5. Terminal Buildings, Workshop and Vessels Maintenance 'Grid'

The Operator shall achieve the following minimum maintenance requirements for the terminal buildings, workshop and vessels maintenance 'Grid':

5.1 Inspect and maintain buildings to existing standard and to ensure a safe and accident free environment;

5.2 Workshop working environment and its associated equipment used for the maintenance of the Vessels and infrastructure to be operated and maintained to full compliance with all statutory HSE and best practice requirements including but not limited to CoSHH 2002/4;

5.3 In relation to Vessel maintenance and use of the 'Grid' the Operator shall ensure compliance with all applicable statutory regulations;

5.4 Surrounding grounds and lawn to be maintained to an acceptable appearance;

5.5 The Operator shall provide a waste management plan for the approval of the Contract Manager within one month of Contract Commencement Date, such approval not to be unreasonable withheld or delayed. The Operator shall implement the approved waste management plan in accordance with its terms during the life of the contract; and

5.6 The Operator shall carry out a detailed review of the terminal buildings, workshop and Vessel maintenance 'Grid' maintenance requirements in paragraphs 5.1 through to 5.5, Part B above within six months of the Contract Commencement Date and submit a formal and comprehensive review to the Contract Manager of the suggested enhancements with an associated cost/benefit analysis, together with such other information requested by the Contract Manager. The Operator shall implement the enhancements approved by the Contract Manager in accordance with the terms confirmed by the Contract Manager.

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6. Environmental Requirements

The Operator shall:

- 6.1 Comply with all environmental legislation as necessary and in particular with regard to waste product disposal (e.g., oil, bilge water) and preventative measures for spillage including compliance with the DSMC; and
- 6.2 Maintain the Asbestos Register and manage the on-site risks (Control of Asbestos Regulations 2006).

7. Woolwich Ferry Life Extension and Special Works

Woolwich Ferry Life Extension and Special Works are defined as "All items of maintenance expenditure exceeding £5,000 not included in the agreed Budget". There will be a separate authorisation and invoice process outside of the quarterly reconciliation process outlined in clause 4.2 of Schedule 5 as described in the Woolwich Ferry Life Extension and Special Works Policy which is attached as Appendix 2 to this Schedule 3.

PART C: REPORTING AND COMMUNICATION

1. The Operator shall be responsible for reporting the following to the Contract Manager:
 - 1.1 An annual contractual budget breakdown based on current market information will be agreed by the Contract Manager
 - 1.2 Each quarter the Operator will reforecast the operational expenditure including maintenance costs so that any projected change from budget can be advised to the Authority at the earliest opportunity.
 - 1.3 Each quarter the Operator will conduct a cost reconciliation process in accordance with Appendix 3 of the Services Specification and 3.2 of Schedule 5
 - 1.4 4-weekly KPI performance in accordance with Part A, Schedule 4;
 - 1.5 4-weekly detailed management accounts associated with the Charges and in accordance with clause 10.3 and in a form which is to be approved by the Contract Manager. Periodic expenditure reporting must be against only the agreed contractual budget, and quarterly forecast;
 - 1.6 4-weekly accident reporting (serious accidents to be dealt with in accordance with paragraph 1.7 below);
 - 1.7 Serious accidents or incidents to be reported immediately via **Transport for London (TfL Centrecomm 0844 251 0160)** and the Contract Manager; and
 - 1.8 Service reductions and/or interruptions that affect the travelling public for more than 30 minutes including informing **TfL Centrecomm**, London Streets Traffic Control Centre (LSTCC), Contract Manager during office hours or the LRSL on call duty manager outside office hours and local travel information providers (e.g., local radio).
2. The Operator shall actively support and assist all audits commissioned by the Contract Manager including HSE, environmental, financial etc. as deemed appropriate including the definition and incorporation of corrective actions as necessary.
3. The Operator shall attend and fully contribute to 4-weekly business and operational management meetings with the Contract Manager to cover an agreed agenda including but not limited to; HSE & environmental matters, business improvements, financial management, planned maintenance etc.
4. The Operator shall produce an Exit Plan in accordance with the provisions of clause 29 to ensure an orderly handover of the Services to another operator at the end of the Term.
5. The Operator shall produce a plan to reduce costs and will work closely with the Contract Manager to reduce the operational cost of the Woolwich Ferry to a timetable approved by the Contract Manager. An initial plan will be produced within 6 months from the Service Commencement date, this will be subject to continuous review at the Contract Managers discretion.

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6. The Operator shall produce a preventative maintenance report to prevent, where possible, interruption to service. This will include a regular report of potential forthcoming issues and suggested preventative measures. The report will be produced within 3 months from the Service Commencement date and will be continuously reviewed by the Contract Manager
 7. The Operator shall produce a plan to improve customer satisfaction following the results of TfL's annual Customer Satisfaction Surveys. Improvements are required on an on-going basis and will be reviewed periodically.
 8. Financial reporting will be conducted in line with Schedule 5 Contract Price.

SCHEDULE 3

Appendix 1

List of Stock

Item No	Code	Category	Sub-Category	Description	Unit	Quantity
10001880	AC2	F001	0001	O RING P/N: 22340452	BUn	
10001897	AE20	F001	0001	WEAR RING No'13	EA	16
10001977	AG62	F001	0001	VALVE GUIDE JB 40	EA	3
10001987	AG72	F001	0001	VALVE GUIDE JB 40	EA	4
10001988	AG73	F001	0001	CYLINDER JOINT .005"	EA	5
10001991	AG76	F001	0001	CYLINDER JOINT .003 AJB 74B	EA	37
10002006	AH51	F001	0001	INSPECTION COVER JOINT JA 42	EA	6
10002007	AH52	F001	0001	VOITH SCHNEIDER GLAND RINGS MACHINED	EA	22
10002009	AH53	F001	0001	VOITH SCHNEIDER JUNK EXCLUDERS	EA	7
10002057	AK109	F001	0001	VOITH SCHNEIDER GUTTASYN 5mm	M	49
10002058	AK11	F001	0001	PLUG GAS BLK MALL 3/8 BSP	EA	31
10002115	AK88	F001	0001	SOLWAY JOINT FIXING INLET 1.1/4"	EA	1
10002117	AK9	F001	0001	NIPPLE HEX GALV BSP 1/2	EA	12
10002232	BA70	F001	0001	SOLWAY CUP WASHER FLUSHING VALVE 1.1/4"	EA	7
10002233	BA70A	F001	0001	JIGSAW BLADE BOSCH T118G	PK	7
10002234	BA73	F001	0001	JIGSAW BLADE BOSCH T144D	PK	6
10002240	BB1	F001	0001	STEEL RULE 2" RIGID RABONE No' 34-24"	EA	2
10002271	BB49	F001	0001	SPANNER OPEN BSW 9/16" x 5/8"	EA	2
10002395	BD49	F001	0001	FILE (ENGINEERS) 4" WARDING SECOND CUT	EA	2
10002400	BD53	F001	0001	TAPS HAND 'O' BA, SET	EA	2
10002459	BE8	F001	0001	TAPS HAND 4 BA, SET	EA	5
10002460	BF1	F001	0001	BEARING BALL 3/4"	EA	5
10002576	C39-12	F001	0001	BEARING BALL MJ 3/4	EA	1
10002602	C-5	F001	0001	DR MARTINS BLACK SHOE	PR	1
10002603	C-6	F001	0001	SMART GUARD GLOVE-MED	BX	0
10002605	C-8	F001	0001	SMART GUARD GLOVE-LARGE	BX	28
10002606	C-9	F001	0001	DISPOSABLE NITRILE GLOVES XLARGE	BX	25
10002622	D30	F001	0001	DISPOSABLE NITRILE GLOVES-MED	BX	15
10002623	D31	F001	0001	BRUSH STRIKER- SHORT HANDLE	EA	4
10002630	D40	F001	0001	BRUSH STRIKER- LONG HANDLE	EA	3
10002634	D44-6	F001	0001	HANDLES-WOODEN	EA	89
10002647	D53-C	F001	0001	BRUSH FLAT FITCH SIZE 6	EA	8
10002655	D62C	F001	0001	PAINT ROLLER FRAME 7	EA	9
10002656	D64-C	F001	0001	PLASTIC BUCKET	EA	10
10002659	D68	F001	0001	TEA POT ALUMINIUM 4-PINT	EA	1
10002666	D93	F001	0001	RAGS WHITE COTTON BAG	BAG	20
10002685	E190	F001	0001	BLACK BIO WASTE BAGS	EA	1800
10002693	E209	F001	0001	NIPHAN PLUG INTERIOR	EA	12
10002700	E223	F001	0001	CONNECTING BLOCK 15AMP	EA	58
10002707	E232	F001	0001	FUSE TIS 60A HRC	EA	86
10002708	E233	F001	0001	FUSE TIA HRC 10AMP	EA	31
10002710	E239	F001	0001	FUSE TIA HRC 6AMP	EA	33
10002711	E240	F001	0001	FUSE NIT HRC 15AMP	EA	49
10002712	E241	F001	0001	FUSE NIT HRC 10AMP	EA	77
10002733	E269	F001	0001	FUSE NIT 6AMP CARTRIDGE HRC	EA	114
10002747	E308A	F001	0001	FUSE CARTRIDGE 13 AMP	EA	62
10002749	E314B	F001	0001	BATTERIES AA PENCIL 1.5V	EA	106
10002754	E330A	F001	0001	ELECTRICAL TAPE 20MM BLACK & RED	EA	12
10002764	E334	F001	0001	CABLE CLIPS WHITE	BX	1
10002780	E352	F001	0001	TEE BOX 20MM GALVANISED	EA	11
10002782	E354A	F001	0001	ELECTRICAL LOCKNUT 20MM GALVANISED	EA	187
10002783	E355	F001	0001	MALE BRASS BUSH CONDUIT 20MM	EA	155
10002784	E356	F001	0001	FEMALE BRASS BUSH 20MM	EA	323
10002787	E359	F001	0001	ELECTRICAL LOCKNUT 25MM GALVANISED	EA	141
10002788	E360	F001	0001	FEMALE BUSH BRASS 25MM	EA	136
10002792	E367A	F001	0001	BRASS BUSH MALE LONG 20mm	EA	100
10002796	E370	F001	0001	KOPEX GLAND 25MM PVC	EA	99
10002797	E371	F001	0001	STUFFING GLAND BRASS 20MM	EA	134
10002811	E429	F001	0001	STUFFING GLAND BRASS 25MM	EA	51
10002837	E509	F001	0001	LENS DOME WHITE	EA	25
10002857	E531	F001	0001	MOVING CONTACT SPRING	EA	28
10003046	G10	F001	0001	FIXED CONTACT ST 5640	EA	185
10003054	G126-25M	F001	0001	CODELOCKS 70MM LATCH	EA	1
10003073	G133	F001	0001	MASKING TAPE 25MM	EA	5
10003079	G138A	F001	0001	ANTI SCUFFING AEROSOL	EA	3
10003081	G140	F001	0001	PILLOWS METASORB 18 X 8	EA	163
10003088	G151	F001	0001	SCRUBS IN A BUCKET	EA	21
10003091	G154	F001	0001	4" GRINDING DISC	EA	33
10003092	G155	F001	0001	WSHOP GRIND WHEEL 200X25X31.75 A30 PVM	EA	1
				UNIBOND SILICONE SEALANT REMOVER 300ml	EA	36

10003101	G30	F001	0001	TALLOW REFINED 250G	EA	2
10003120	G68J	F001	0001	CLEAR REINFORCED PVC HOSE	M	20
10003126	G75	F001	0001	ENGINEERS FRENCH CHALK STICKS	EA	111
10003147	I-11	F001	0001	ROD BRASS 1-1/4" --- 32MM	KG	10
10003151	I118-RED	F001	0001	STEEL PIPE RED MEDIUM WEIGHT 25mm	M	18
10003384	MA42	F001	0001	SCREW-HEX-CAP-FLANGE HEAD P/N: 3900631	EA	5
10003404	MC25	F001	0001	JOINTING GENERAL SERVICE 1.5mm	EA	4
10003419	ND101A	F001	0001	SPINDLE WATER PUMP	EA	1
10003420	ND102	F001	0001	PUMP SHAFTS	EA	4
10003494	NE138	F001	0001	COLLETS VALVE ROTATOR	PR	10
10003496	NE147	F001	0001	TUBE STACK LUB OIL COOLER	EA	1
10003498	NE148	F001	0001	TUBE STACK AIR INTER COOLER	EA	1
10003502	NE151	F001	0001	WIKA GAUGE 160LBS PER SQUARE INCH	EA	5
10003511	NE16	F001	0001	SMALL END BUSH	EA	2
10003534	NE77	F001	0001	COPPER WASHER- FOR INJECTOR JOINT	EA	17
10003706	R25	F001	0001	EYELET AND RING BRASS 27B	EA	473
10003719	R70	F001	0001	CHAIN GALVANISED LONG LINK 1/4 DIA	M	44
10003857	T206	F001	0001	SCREW COACH 3" x 1/2"	EA	52
10003858	T206A	F001	0001	SCREW COACH 3.1/2" x 1/2"	EA	56
10003859	T207A	F001	0001	SCREW COACH SQ HD STEEL 6" x 1/2"	EA	30
10003863	T210	F001	0001	SCREW COACH 6 x 5/8	EA	20
10003867	T215	F001	0001	BOLT & NUT RD HD 1.1/4 x 1/2	EA	123
10003874	T219A	F001	0001	WASHER SPRING 5/8	EA	1559
10003880	T220B	F001	0001	WASHER SPRING STEEL 1	EA	64
10003882	T221A	F001	0001	WASHER SPRING D.C 1"	EA	230
10003883	T221B	F001	0001	WASHER SPRING D.C 1.1/4	EA	157
10003884	T222A	F001	0001	WASHER BRASS #4 T3	EA	1091
10003886	T222C	F001	0001	WASHER BRASS 3/8 T3	EA	496
10003887	T222D	F001	0001	WASHER BRASS LIGHT 3/16 T3	EA	2893
10003888	T222E	F001	0001	WASHER BRASS P.S 5/16" WHIT T3	EA	220
10003894	T228	F001	0001	WASHER STEEL 3/4 T3	EA	527
10003895	T229	F001	0001	WASHER BRIGHT STEEL 5/8 T3	EA	188
10003896	T22	F001	0001	SCREW SOCKET CAP HD B.S.F. 2" x 3/16"	EA	34
10003897	T230	F001	0001	WASHER BRIGHT STEEL 1/2 T3	EA	1684
10003898	T231	F001	0001	WASHER STEEL 3/8 T3	EA	465
10003899	T231B	F001	0001	WASHER STEEL 5/16 T3	EA	720
10003900	T232A	F001	0001	WASHER MILD STEEL 3/16 T3	EA	795
10003901	T232B	F001	0001	WASHER STEEL BRIGHT 1/4	EA	1046
10003906	T23A	F001	0001	SCREW CSK ALLEN 1" X 5/16" BSF	EA	332
10003907	T23	F001	0001	SCREW CAP HEAD 5/16" X 1/4" BSF	EA	48
10003910	T241A	F001	0001	SET SCREW STEEL HEX HD 2 x 1/4 WHIT	EA	86
10003913	T242B	F001	0001	SET SCREW STEEL HEX 1" x 5/16" WHIT	EA	250
10003917	T243	F001	0001	SET SCREW STEEL C/SK 3/4" x 3/8" WHIT	EA	374
10003918	T243A	F001	0001	SET SCREW STEEL HEX 1 x 3/8 WHIT	EA	146
10003922	T244A	F001	0001	SET BOLT STEEL C/SK 2 x 3/8 WHIT	EA	98
10003928	T247C	F001	0001	SET BOLT CSK SLOTTED 1" X 1/2" W	EA	430
10003939	T249F	F001	0001	SET BOLT CSK SLOTTED 2" X 5/8" W	EA	123
10003940	T249G	F001	0001	SET BOLT CSK SLOTTED 1-1/2" X 5/8" W	EA	120
10003943	T251A	F001	0001	SET SCREW STEEL C/SK 1" x 1/4" WHIT	EA	246
10003949	T257	F001	0001	SET SCREW STEEL C/SK 1 x 3/16	EA	173
10003950	T257A	F001	0001	SET BOLT R/H SLOTTED 1" X 3/16" W	EA	244
10003951	T257B	F001	0001	SET BOLTS C/SK 1.1/4 x 3/16 WHIT	EA	561
10003952	T258	F001	0001	SET SCREW TAP BOLT RD HD 2 x 3/16 WHIT	EA	175
10003958	T259E	F001	0001	STUD MILD STEEL BSW 3" x 7/8" WHIT	EA	25
10003961	T260	F001	0001	DECK STUDS 3-1/2" X 1/2" WHIT	EA	750
10003962	T264	F001	0001	BOLT & NUT CUP SQUARE HEX 4 x 1/4 WHIT	EA	15
10003963	T264A	F001	0001	BOLT & NUT CUP SQUARE HEX 4" x 1/2"	EA	64
10003965	T26-GI	F001	0001	SCREW SOCKET CAP HEAD B.S.F 2" x 5/16"	EA	4
10003967	T272	F001	0001	SCREW SOCKET	EA	70
10003968	T273	F001	0001	SOCKET SCREW 1.1/2" x 5/8"	EA	112
10003974	T285A	F001	0001	SET SCREW BRASS R/H/D 1 x 3/16 WHIT	EA	387
10003975	T286	F001	0001	SET SCREW BRASS R/H/D 2 x 3/16 WHIT	EA	313
10003976	T286A	F001	0001	SET BOLT BRASS R/H SLOT 3/4" X 1/4" W	EA	456
10003982	T28	F001	0001	SCREW SOCKET CAP HEAD B.S.F. 2" x 7/16"	EA	21
10003984	T292	F001	0001	SET SCREW BRASS CH 1.1/4" x 1/4"	EA	91
10004071	T46	F001	0001	EMERY CLOTH GRADE O	EA	45
10004072	T47	F001	0001	EMERY CLOTH BLACK COARSE GRADE 2	EA	40
10004073	T48	F001	0001	EMERY TAPE 1.1/2 WIDE	M	70
10004075	T49	F001	0001	GLASS PAPER ROUGH M2	EA	87
10004099	T67G	F001	0001	FLUX SAFFIRE UNIBRONZE	EA	3

10004392	AH78	F001	0001		CAP HEAD SCREWS VOITH 12 x 30MM	EA	391
10004393	AH79	F001	0001		CAP HEAD SCREWS VOITH 40 x 16MM	EA	92
10004412	AI47	F001	0001		WEAR RING 140 x 120 - 25	EA	5
10004413	AI48	F001	0001		PACKING 46 x 32 - 0.5	EA	2
10004414	AI49	F001	0001		PACKING 55 x 33 - 0.5	EA	2
10004416	AI50	F001	0001		PACKING 279 x 271 - 0.5	EA	2
10004417	AI51	F001	0001		OIL BAFFLE DIN3760A NE	EA	1
10004418	AI52	F001	0001		SPLASH RING NBR/65SH	EA	2
10004419	AI53	F001	0001		MECHANICAL SEAL 40 MG12G60; AQ1VGG L1K	EA	3
10004420	AI54	F001	0001		MECHANICAL SEAL 38 MG1G60; AQ1VGG L30	EA	1
10004421	AI55	F001	0001		ANGULAR CONTACT BEARING 7308BEC	EA	4
10004422	AI56	F001	0001		CYLINDRICAL BEARING NJ308ECP	EA	1
10004423	AI57	F001	0001		NILOS RING; 7208JVH DIN628 ST 48MM ID	EA	1
10004424	AI58	F001	0001		NILOS RING; 7208JVH DIN628 ST 40MM ID	EA	1
10004425	AI59	F001	0001		AIR FILTER ELEMENT	EA	7
10004426	AI60	F001	0001		FILTER ELEMENT	EA	15
10004427	AI61	F001	0001		JOINT SET TR2 D/C	EA	1
10004428	AI62	F001	0001		FUEL FILTER ELEMENT	EA	5
10004430	AI64	F001	0001		BEARINGS RHP THRUST 45MM	EA	6
10004431	AI65	F001	0001		BLADES 8L/16 S8047/1	EA	12
10004454	AI93	F001	0001		NEW GURKHA O RING P/N: 440073	EA	12
10004455	AI94	F001	0001		NEW GURKHA O RING P/N: 440467	EA	15
10004481	AK145	F001	0001		COMPRESSION OLIVES; BRASS	EA	429
10004482	AK146	F001	0001		RED FIBRE WASHERS 1/8"	EA	466
10004483	AK147	F001	0001		RED FIBRE WASHERS 1/4"	EA	304
10004484	AK148	F001	0001		RED FIBRE WASHERS 3/8"	EA	144
10004485	AK149	F001	0001		RED FIBRE WASHERS 1/2"	EA	272
10004487	AK151	F001	0001		RED FIBRE WASHERS 3/4"	EA	135
10004488	AK152	F001	0001		RED FIBRE WASHERS 7/8"	EA	44
10004489	AK153	F001	0001		RED FIBRE WASHERS 1"	EA	31
10004490	AK154	F001	0001		COPPER WASHERS 1/8"	EA	520
10004491	AK155	F001	0001		COPPER WASHERS 1/4"	EA	240
10004492	AK156	F001	0001		COPPER WASHERS 3/8"	EA	192
10004493	AK157	F001	0001		COPPER WASHERS 1/2"	EA	98
10004494	AK158	F001	0001		COPPER WASHERS 5/8"	EA	238
10004495	AK159	F001	0001		COPPER WASHERS 3/4"	EA	118
10004505	AK169	F001	0001		COPPER WASHERS 14MM 3 (ID)	EA	32
10004520	AK184	F001	0001		COPPER WASHERS 42MM (ID)	EA	52
10004521	AK185	F001	0001		YORCALBRO BENDS	EA	18
10004580	BG70	F001	0001		ZINC CSK WOODSCREW No 10 x 1.3/4"	EA	195
10004582	BG72	F001	0001		ZINC CSK WOODSCREW No 10 x 3"	EA	391
10004583	BG73	F001	0001		ZINC CSK WOODSCREW No 10 x 4"	EA	589
10004584	BG74	F001	0001		ZINC CSK WOODSCREW No 12 x 2"	EA	561
10004586	BG76	F001	0001		ZINC CSK WOODSCREW No 12 x 1.1/2"	EA	507
10004589	D94	F001	0001		RED BIOHAZARD SACKS	EA	6440
10004596	E573	F001	0001		CABLE TRAY STANDARD COUPLERS PRE-GALV	EA	32
10004597	E575	F001	0001		CABLE TRAY RTN LIP HVYWT 100MM x 2M	EA	6
10004598	E576	F001	0001		CABLE TRAY LIGHTWEIGHT 100MM x 2M	EA	22
10004602	E590-I	F001	0001		MAIN ENGINE ROOM ELECTRIC FAN HEATER	EA	1
10004605	E643	F001	0001		BAFFLE GREASE FILTERS	EA	2
10004612	E650	F001	0001		MAIN CONTACT & SPRING	EA	37
10004621	E659	F001	0001		3PCO POWER RELAY; 16A; 24Vdc COIL	EA	2
10004631	E668	F001	0001		ELECTRONIC AUDIBLE	EA	4
10004640	E677	F001	0001		WIPER BLADES 18"	EA	8
10004649	E686	F001	0001		6A FUSE LINK	EA	10
10004657	E694	F001	0001		ELECTRIC ACTUATOR	EA	2
10004658	E695	F001	0001		KOPEX C12 CONNECTOR 32MM	EA	20
10004661	E698	F001	0001		DRIVE COUPLING FOR WIPER "TYPE B"	EA	18
10004672	E722	F001	0001		PLASTIC SWITCH ISOLATOR; 3P IP65; 32A IE	EA	4
10004674	E724	F001	0001		DIMPLEX MULTI PURPOSE HEATER 500W	EA	1
10005232	E657	F001	0001		27E 1TURN CARBON TRACK 2POT; 50K lin 20M	EA	5
10001912	AF62	F001	0001		BEARING GREASE RETAINING SEAL	EA	17
10001917	AF67	F001	0001		DIAPHRAGM VALVE SPRING	EA	9
10001934	AF77E	F001	0001		O RING FOR AIR RECEIVER XSXX01213	EA	26
10001942	AG13	F001	0001		STAGE FEATHER VALVE STRIP	EA	86
10001964	AG35	F001	0001		GASKETS & OVERHAUL JOINTS	SET	3
10002012	AH56	F001	0001		VOITH UNIT ZINC PLATES	EA	74
10002042	AI46	F001	0001		PRESSURE PLATE DISC PACK SINTERED EFL	SET	1
10002046	AI9	F001	0001		SEAL GREASE 1350	EA	2
10002047	AK10	F001	0001		STR SPRING FOR SOLWAY 1.1/4" FLUSH VALVE	EA	7

10002127	AK99	F001	0001	ELBOW GALV/MALL BSP 1	EA	3
10002129	AL23	F001	0001	BUSH REDUCING BLK 3/8" x 1/4" BSP	EA	33
10002130	AL24	F001	0001	BUSH REDUCING BLK 1/2 x 3/8 BSP	EA	29
10002147	AL44	F001	0001	KONTITE COUPLING 12mm cop-3/8"	EA	6
10002156	AL6-1	F001	0001	FLANGE MSTEEL SCREW-DRILLED E BSP	EA	6
10002168	AL8-1-1/2	F001	0001	PIPE FLANGE	EA	17
10002194	BA21	F001	0001	SPANNER AF 1" x 1.1/16"	EA	1
10002211	BA43	F001	0001	PLIERS ROUND NOSE 5"	EA	1
10002216	BA5	F001	0001	SPANNER OPEN BSW 11/16" x 9/16"	EA	1
10002222	BA6	F001	0001	SPANNER OPEN BSW 11/16" x 3/4"	EA	1
10002223	BA60	F001	0001	BLADE HACKSAW 12 x 1/2 x 0.25 14 T.P.I	EA	1
10002225	BA62	F001	0001	HACKSAW BLADE 12 x 1/2 x 0.25 24 T.P.I	EA	8
10002313	BC10	F001	0001	SOCKET DRIVE UNIVERSAL JOINT 1/2" SQR	EA	1
10002386	BD4	F001	0001	TWIST DRILL HS SS 7/64	EA	1
10002389	BD42	F001	0001	TWIST DRILL 5 BA TAPPING, SIZE 2.65mm	EA	1
10002390	BD43	F001	0001	TWIST DRILL 6 BA TAPPING, SIZE 2.30mm	EA	1
10002394	BD47	F001	0001	TWIST DRILL 10 BA TAPPING, SIZE 1.40mm	EA	19
10002476	BG1	F001	0001	WOODSCREW SLOTTED BRASS	EA	26
10002478	BG11	F001	0001	WOOD SCREW BRASS C.S.K No'6 x 5/8"	EA	13
10002480	BG13	F001	0001	WOOD SCREW BRASS R-HEAD No'6 X 3/4"	EA	2
10002482	BG15	F001	0001	WOOD SCREW SLOTTED BRASS R-HEAD No6 X 1	EA	2
10002483	BG17	F001	0001	WOOD SCREW SLOTTED BRASS C.S.K No8 x 1/2	EA	2
10002484	BG18	F001	0001	WOOD SCREW SLOTTED STEEL C.S.K No8 x 1/2	EA	4
10002485	BG19	F001	0001	WOOD SCREW BRASS C.S.K No'8 X 5/8"	EA	2
10002487	BG20	F001	0001	WOOD SCREW BRASS R-HEAD No8 x 5/8	EA	3
10002488	BG21	F001	0001	WOOD SCREW SLOTTED BRASS C.S.K No8 x 3/4	EA	3
10002489	BG22	F001	0001	WOOD SCREW BRASS R-HEAD No8 x 3/4	EA	3
10002491	BG25	F001	0001	WOOD SCREW SLOTTED BRASS R-HEAD No8 x 1	EA	1
10002492	BG26	F001	0001	WOOD SCREW STEEL BLACK JAP No8 x 1	EA	1
10002493	BG27	F001	0001	WOOD SCREW SLOTTED BRASS C.S.K 8 x 1.1/4	EA	2
10002495	BG29	F001	0001	WOOD SCREW STEEL ZINC CSK No8 x 2.1/2	EA	1
10002496	BG3	F001	0001	WOOD SCREW SLOTTED BRASS C.S.K.	EA	7
10002497	BG30	F001	0001	WOOD SCREW BRASS C.S.K No10 x 3/4	EA	2
10002498	BG31	F001	0001	WOOD SCREW BRASS RH No10 X 3/4	EA	2
10002499	BG32	F001	0001	WOOD SCREW STEEL BLACK JAP RH No10 x 3/4	EA	2
10002500	BG33	F001	0001	WOOD SCREW SLOTTED BRASS C.S.K No10 x 1	EA	2
10002503	BG36	F001	0001	WOOD SCREW BRASS CSK No10 X 1.1/2	EA	2
10002504	BG37	F001	0001	WOOD SCREW SLOTTED BRASS C.S.K No10 x 2	EA	2
10002505	BG38	F001	0001	WOOD SCREW BRASS CSK No 10 x 2.1/2	EA	2
10002506	BG39	F001	0001	WOOD SCREW BRASS CSK No' 10 x 3"	EA	2
10002509	BG41	F001	0001	WOOD SCREW SLOT JAP R/H 12 X 3/4"	EA	2
10002510	BG42	F001	0001	WOOD SCREW SLOTTED BRASS C.S.K No 12 x 1	EA	2
10002512	BG44	F001	0001	WOOD SCREW SLOTTED BRASS C.S.K No12 x 2	EA	2
10002513	BG45	F001	0001	WOOD SCREW BRASS CSK No12 x 2.1/2	EA	2
10002515	BG47	F001	0001	SCREW WOOD FRIULSIDER 10 x 100mm	EA	8
10002516	BG48	F001	0001	SCREW WOOD SLOTTED No14 X 1 BRASS C.S.K	EA	1
10002517	BG49	F001	0001	SCREW WOOD No14 x 1.1/2 BRASS CSK	EA	1
10002518	BG5	F001	0001	WOODSCREWS - BRASS BRASS - CSK - SLOTTED	EA	1
10002521	BG52	F001	0001	SCREW WOOD SLOTTED No14 x 4 BRASS C.S.K	EA	1
10002522	BG54	F001	0001	SCREW WOOD No'18 x 2.1/2" BRASS CSK	EA	1
10002524	BG57	F001	0001	SCREW WOOD SLOTTED No28 x 3 BRASS C.S.K	EA	1
10002526	BG6	F001	0001	WOOD SCREW No4 x 3/4 BRASS RH	EA	1
10002527	BG9	F001	0001	WOOD SCREW SLOTTED BRASS CSK No6 x 1/2	EA	1
10002531	C1-1	F001	0001	SAFETY JACKET HI VIZ-MED	EA	1
10002533	C-11C	F001	0001	GLOVES COTTON CHROME	PR	1
10002540	C12V-LAR	F001	0001	LONG SLEEVE JERSEY-LARGE	EA	1
10002544	C1-3	F001	0001	SAFETY JACKET-HI VIZ-XLARGE	EA	1
10002553	C13T-9	F001	0001	WELLINGTONS KNEE LENGTH SAFETY	PR	1
10002554	C13-XL	F001	0001	SLIPOVER NAVY	EA	1
10002555	C13-XXL	F001	0001	SLIPOVER NAVY	EA	1
10002559	C1-5	F001	0001	SAFETY JACKET-HI VIZ-XXXLARGE	EA	1
10002566	C-30	F001	0001	GAUNTLETS NITRILE 17	PR	1
10002756	E330C	F001	0001	CABLE CLIP WHITE	BX	1
10002758	E330F	F001	0001	CABLE CLIPS WHITE	BX	1
10002760	E331A	F001	0001	CABLE CLIPS WHITE	BX	1
10002859	E535	F001	0001	SCREWS	EA	1
10002860	E536	F001	0001	TERMINAL LUG	EA	1
10002883	E570	F001	0001	CABLE TRAY GALVANISED STANDARD 4 WIDE	EA	1
10002904	E601	F001	0001	CABLE, BELL WIRE, WHITE	M	1
10002911	E609C	F001	0001	CABLE OVAL MAINS WHITE 0.5MM	M	1

10002913	E614	F001	0001	CABLE FLEXIBLE HEAT RESISTANT 2.5MM	M	100
10002919	E624A	F001	0001	CABLE 2 CORE SHEATHED 0.75MM	M	100
10002932	E640	F001	0001	RELAY 240V 50Hz	EA	28
10002936	#N/A	F001	0001	FLUORESCENT FITTING 18W	EA	4
10002938	E86	F001	0001	TUBES FLUORESCENT POLAR WHITE	EA	19
10002945	EA-10	F001	0001	LAMPS SIDE TAIL 12V 5W SBC NO209	EA	43
10002953	EA-18	F001	0001	LAMPS 3.5V 3A NO 977 MES	EA	24
10002954	EA-19	F001	0001	LAMPS PRE FOCUS 2.5V 3A	EA	51
10002962	EA-26A	F001	0001	LAMPS BC PEARL 240V 60W	EA	166
10002971	EA-5	F001	0001	LAMP 24V 3W MES NO650	EA	99
10003006	EC3A	F001	0001	LAMP 2D 16W BI-PIN F162D-835	EA	32
10003007	EC4	F001	0001	LAMP PRISMATIC E.S. 240V 21W	EA	18
10003027	ED31	F001	0001	POLE ARM ADAPTOR HEAVY DUTY	EA	2
10003038	EE12	F001	0001	DOME GLASS RED	EA	27
10003174	I128L	F001	0001	STAINLESS ROD FOR PROP SHAFT 22mm (7/8")	M	3.5
10003176	I-13	F001	0001	ROD BRASS 1-3/4 --- 45MM	KG	29
10003180	I140	F001	0001	GALV TUBE H-WEIGHT RED 32mm (1.1/4)	M	19
10003191	I157	F001	0001	BLACK H-WEIGHT TUBE 10mm - 3/8	M	45
10003199	I165	F001	0001	H-WEIGHT TUBE (RED) S/S 38mm (1.1/2)	M	38
10003200	I166	F001	0001	BARREL M-WEIGHT RED FOR WELDING 2	M	13
10003209	I-2	F001	0001	ROD BRASS 1/4" -- 6MM	KG	1
10003276	I69	F001	0001	ROD HIGH TENSILE STEEL EN8 8mm	M	5
10003277	I-7	F001	0001	BRASS ROD 3/4 -- 19MM	KG	19
10003279	I72	F001	0001	ROD HIGH TENSILE BRIGHT STEEL 16mm	M	3
10003280	I72A	F001	0001	ROD BRIGHT MED TENSILE EN8 10mm	M	17
10003281	#N/A	F001	0001	BRIGHT ROUND MILD STEEL 16mm	M	0
10003287	I79A	F001	0001	SQUARE BRIGHT STEEL 10mm	M	1.5
10003303	IC1-L	F001	0001	JACKET NAVY ANORAK PV NYLON LARGE	EA	1
10003305	IC1-XL	F001	0001	JACKET NAVY PV NYLON X LARGE	EA	1
10003307	IC2-MEDIUM	F001	0001	LEGGINGS WATERPROOF NAVY NYLON MEDIUM	EA	7
10003311	IC3-LARGE	F001	0001	WAISTCOAT HI-VIZ	EA	11
10003312	IC3-M	F001	0001	WAISTCOAT HI-VIZ	EA	22
10003316	IC4-LARGE	F001	0001	FLEECE (LARGE) BLUE WITH LOGO	EA	15
10003432	ND12	F001	0001	OIL FILTER	EA	20
10003450	ND47	F001	0001	SEAL CENTRE BOLT LUBE OIL FILTER	EA	14
10003456	ND54	F001	0001	O RING-COVER	EA	6
10003584	O2	F001	0001	SHELL CORENA OIL 5LTRS	DR	3
10003585	O27	F001	0001	MORLINA OIL 460 20LTR DRUM	DR	
10003587	O32	F001	0001	SHELL DIALA OIL B.G	DR	
10003589	O4	F001	0001	MORLINA 150 OIL	DR	2
10003597	O8	F001	0001	SHELL RIMULA X 15W-40	DR	
10003600	OA18	F001	0001	PILOT PACKING 6.5mm	M	6
10003602	OA20	F001	0001	PILOT PACKING 9.5mm 3410	M	2
10003604	OA22	F001	0001	PILOT PACKING 12.5mm 3410	M	2
10003605	OA23	F001	0001	PILOT PACKING 14.5mm 3410	M	1
10003606	OA24	F001	0001	PILOT PACKING 16mm (5/8") 3410	M	1
10003609	OA33	F001	0001	PACKING 8mm LIGHTHOUSE (MICA)	M	18
10003610	OA34	F001	0001	PACKING 9.5mm LIGHTHOUSE (MICA)	M	6
10003611	OA35	F001	0001	PACKING 11mm (7/16") LIGHTHOUSE (MICA)	M	8
10003613	OA37	F001	0001	PACKING BEAVER 9.5mm	M	12
10003641	OB31	F001	0001	STEEL TUBE 3/8 OD 1/4 BORE	M	11
10003660	P21	F001	0001	MAMMUT PRIMER WHITE	EA	4
10003672	P42	F001	0001	POWDER BLUE GLOSS 129 STANDARD	EA	2
10003693	R11A	F001	0001	THIMBLE GALV IRON	EA	3
10003696	R13	F001	0001	SHACKLE GALV 5/16	EA	25
10003697	R14	F001	0001	D SHACKLE GALVANISED MILD STEEL 5/8	EA	46
10003743	T123	F001	0001	HRH BOLT & NUT 1 x 1/4 WHIT	EA	116
10003745	T125	F001	0001	HRH BOLT & NUT 1.1/2" x 1/4" WHIT	EA	199
10003748	T126B	F001	0001	HEX-R-HEX BOLTS & NUTS 4" x 1/4"	EA	172
10003751	T128	F001	0001	HEX-R-HEX BOLTS & NUTS 3/4" x 3/8"	EA	153
10003754	T12A	F001	0001	NUTS B.S.F 1/4 HEX	EA	48
10003760	T133	F001	0001	NUT & BOLT 1" x 3/8" whit STEEL	EA	255
10003764	T134A	F001	0001	NUT & BOLT HEX HD 35mm x 12mm	EA	46
10003777	T141	F001	0001	BOLT & NUT HEX-R-HEX 4.1/2" x 1/2" WHIT	EA	42
10003784	T143C	F001	0001	BOLT & NUT STEEL HEX HD 200mm x 12mm	EA	69
10003785	T143M	F001	0001	NUT & BOLT BLACK HEX-R-HEX 130mm x 12mm	EA	82
10003789	T147	F001	0001	NUTS & BOLTS HEX HD 2.1/4 x 5/8 WHIT	EA	60
10003790	T148	F001	0001	BOLT & NUT STEEL 2.1/2 x 5/8 WHIT	EA	131
10003791	T148M	F001	0001	NUT & BOLT STEEL HEX HD 65mm x 16mm	EA	38
10003796	T150A	F001	0001	NUT & BOLT BLACH HRH 3-1/2 X 5/8" W	EA	51

10003810	T157	F001	0001	NUT FULL HEX BRASS 3/16 WHIT	EA	796
10003812	T159	F001	0001	NUT FULL HEX BRASS 1/4 WHIT	EA	461
10003816	T160A	F001	0001	NUT FULL BRASS 5/16 WHIT	EA	200
10003820	T163F	F001	0001	BOLT & NUT CUP RD-HEX 1.1/2" x 1/2"	EA	84
10003824	T166A	F001	0001	FULLNUT HEX STEEL 1/8	EA	0
10003825	T167	F001	0001	NUT FULL STEEL HEX 5/16 WHIT	EA	477
10003826	T17	F001	0001	NUTS FULL BRIGHT UNF 1/4	EA	186
10003827	T170	F001	0001	NUT FULL STEEL HEX 3/8 WHIT	EA	652
10003829	T172	F001	0001	FULL NUT BRIGHT 1/2" WHIT	EA	1138
10003832	T175	F001	0001	NUT BRIGHT STEEL HEX 3/4 WHIT	EA	57
10003833	T176	F001	0001	NUT FULL BRIGHT STEEL HEX 3/16 WHIT	EA	30
10003837	T18	F001	0001	NUTS HEX STEEL UNF 5/16	EA	72
10003853	T2	F001	0001	SET BOLT BLACK 2" X 1/4" BSF	EA	3
10003986	T294	F001	0001	SET SCREW BRASS R/HD 2 x 1/4 WHIT	EA	15
10003988	T295	F001	0001	SET SCREW BRASS R/HD 3 x 1/4	EA	17
10003991	T296	F001	0001	SET SCREW BRASS C/SK 1 x 5/16 WHIT	EA	37
10003993	T297	F001	0001	SET SCREW BRASS R/HD 1 x 5/16 WHIT	EA	15
10004000	T300	F001	0001	SET SCREW BRASS R/HD 3/4" x 3/8" WHIT	EA	5
10004003	T303	F001	0001	SET SCREW BRASS HEX 2 x 3/8 WHIT	EA	14
10004005	T304	F001	0001	SET SCREW BRASS C/SK 1.1/2" x 7/16"	EA	12
10004006	T306	F001	0001	SET SCREW BRASS C/SK 1.1/2 x 1/2 WHIT	EA	19
10004008	T311	F001	0001	SET SCREW BRASS R/HD 1 x 3/8	EA	23
10004009	T31	F001	0001	SCREW SOCKET CAP HEAD WHIT 2" x 1/4"	EA	
10004029	T32	F001	0001	SCREW SOCKET CAP HEAD WHIT 3/8" x 5/16"	EA	
10004030	T33	F001	0001	SCREW SOCKET CAP HEAD WHIT 2" x 5/16"	EA	
10004031	T34	F001	0001	SCREW SOCKET CAP HEAD WHIT 7/16" x 3/8"	EA	
10004058	T37A	F001	0001	SCREW BUTTON HEAD 3/8 x 3/4 UNF	EA	1
10004063	T39	F001	0001	SCREW SET UNF 3/8" x 3/4"	EA	1
10004106	T67Q	F001	0001	FLUXITE 11LB TIN	EA	
10004109	T68F	F001	0001	FLUX-EASY FLO 250gm TIN	EA	
10004123	W1	F001	0001	IROKO WOOD 25 X 19 x 2570mm	M	
10004129	W21	F001	0001	DEAL OR BC PINE 9" x 7/8" (229mm x 22mm)	M	
10004139	W46	F001	0001	DECK DOWELLS	EA	2
10004149	W8	F001	0001	MAHOGANY 38mm x 19mm FINISHED SIZE P.A.R	M	
10004530	AK194	F001	0001	SOCKET 1/4"	EA	
10004531	AK195	F001	0001	TEE 1/4"	EA	
10004534	AK198	F001	0001	TEE 1/8"	EA	
10004535	AK199	F001	0001	NIPPLE 1/8"	EA	
10004537	AK201	F001	0001	MALE ELBOW 1/8"	EA	
10004538	AK202	F001	0001	SOCKET 1/8"	EA	
10004548	AK211	F001	0001	BRASS BENDS 2.1/2" 45°	EA	
10004549	AK212	F001	0001	BRASS BENDS 2.1/2" 90°	EA	
10004551	AK214	F001	0001	BI-METAL FLANGE 2"	EA	
10004558	AK229	F001	0001	PRESSURE VALVE	EA	
10004559	AK230	F001	0001	EXPANSION VESSEL	EA	
10004570	BG60	F001	0001	BRASS CSK WOODSCREW No 10 x 1.3/4"	EA	
10004571	BG61	F001	0001	ZINC CSK WOODSCREW No 6 x 3/4"	EA	
10004573	BG63	F001	0001	ZINC CSK WOODSCREW No 6 x 1.1/2"	EA	
10004574	BG64	F001	0001	ZINC CSK WOODSCREW No 8 x 1"	EA	
10004575	BG65	F001	0001	ZINC CSK WOODSCREW No 8 x 1.1/4"	EA	
10004577	BG67	F001	0001	ZINC CSK WOODSCREW No 8 x 2"	EA	
10004578	BG68	F001	0001	ZINC CSK WOODSCREW No 10 x 1"	EA	
10004579	BG69	F001	0001	ZINC CSK WOODSCREW No 10 x 1.1/2"	EA	
10004683	E733	F001	0001	CONCORDIA CABLE; AG 3 X 0.75MM2	EA	
10004694	E744	F001	0001	WINDSCREEN WIPER CARRIAGES	EA	
10004704	E755	F001	0001	WIPER BELT LONG 13 x 1880	EA	
10004709	E760	F001	0001	HEATING ELEMENTS FOR OVEN	EA	
10004719	E770	F001	0001	ORANGE PILOT LAMP	EA	
10004723	E774	F001	0001	3 PHASE PLUGS; PLUG TOPS 16AMP	EA	
10004729	E780	F001	0001	ELECTRIC TEMP & HUMID REG RS P/N 2149882	EA	
10004730	E781	F001	0001	PANEL HEATERS RS P/N 1885650	EA	
10004740	E791	F001	0001	U BOXES 20MM GALV	EA	
10004741	E792	F001	0001	TELECLEATS FOR CABLE DIA 21.7MM - 28.5MM	EA	
10004743	E794	F001	0001	CIRCUIT BREAKER 3 POLE 16AMP TYPE C	EA	
10004763	E816	F001	0001	4 WAY STANDARD TRAILING SOCKET 13A FUSE	EA	
10004765	E818	F001	0001	LORRY PARK FLOODLIGHT	EA	
10004782	G173	F001	0001	LIQUID GRANITE	EA	
10004789	G180	F001	0001	KC 7041 25CM ROLL DISPENSER	EA	
10004793	G184	F001	0001	OIL CUPS	EA	
10004811	G204	F001	0001	SPERIAN BIONIC FACE PLATE	EA	

10004817	G211	F001	0001		WATER HOSE 1.1/4" DIA	EA	5
10004818	G212	F001	0001		HINGES; STEEL; HEAVYWEIGHT 3"	EA	16
10004819	G213	F001	0001		HINGES; STEEL 3"	EA	68
10004821	G215	F001	0001		GAS BOTTLE REGULATOR COVERS	EA	10
10004822	G216	F001	0001		COMPRESSOR PISTON RINGS SMALL 90MM	EA	1
10004824	G218	F001	0001		FLAPWHEELS 60; 40MM DIA; 19,000	EA	0
10004825	G219	F001	0001		FLAPWHEELS 60; 50MM DIA; 15,000	EA	0
10004826	G220	F001	0001		FLAPWHEELS 40; 50MM DIA; 15,000	EA	0
10004827	G221	F001	0001		FLAPWHEELS 40; 60MM DIA; 12,600	EA	0
10004828	G222	F001	0001		ST 90DEG HOSE ASSY 1207MM; L X 1/4" ID	EA	3
10004829	G223	F001	0001		STEEL WIRE BRUSHES	EA	0
10004830	G224	F001	0001		EYE PADS	EA	0
10004833	G227	F001	0001		ORKOTT 90 x 45 x 500MM	EA	2
10004844	G238	F001	0001		CASSEROLE DISH AND LID	EA	4
10004846	G240	F001	0001		SAPPHIRE HIGH QUALITY LDPE POLY BAGS	EA	500
10004861	IC10-XXL	F001	0001		TYVEK PAPER OVERALLS XXL	EA	40
10004872	KJ94	F001	0001		GEAR UNIT COMPLETE HDH NRT TERM FG	EA	1
10004873	MA100	F001	0001		UPPER GASKET SET P/N: 3804897	EA	1
10004874	MA101	F001	0001		FUSEABLE PLUGS & WASHERS FOR FGATES	EA	6
10004878	MA63	F001	0001		SEAL RING P/N: 3915800	EA	8
10004880	MA65	F001	0001		BEARING CRANKSHAFT THRUST P/N: 3926723	EA	1
10004881	MA66	F001	0001		MAIN BEARINGS; UPPER P/N: 3929016	EA	6
10004882	MA67	F001	0001		MAIN BEARINGS; LOWER P/N: 3929021	EA	7
10004888	MA73	F001	0001		CABLE HARNESS P/N: 606642	EA	2
10004892	MA77	F001	0001		FAN BELT KIT P/N: 3288856	EA	4
10004895	MA80	F001	0001		COPPER WASHERS	EA	4
10004900	MA85	F001	0001		FUEL PUMP SHUT OFF VALVE P/N: 3903576	EA	1
10004906	MA91	F001	0001		ROCKERBOX COVER GASKET P/N: 3930906	EA	4
10004908	MA93	F001	0001		RETAINER P/N: 3900299	EA	2
10004909	MA94	F001	0001		RECTANGULAR SEAL P/N: 3903475	EA	3
10004910	MA95	F001	0001		GASKET COVER PLATE P/N: 3931348	EA	2
10004918	ND118	F001	0001		TACHO TEE P/N: 20802409	EA	1
10004934	ND134	F001	0001		SMALL THERMOSTAT	EA	2
10004941	ND141	F001	0001		SEAL LIP M71S/WOOD	EA	12
10004949	ND149	F001	0001		CAM SCREW ASSEMBLY M71S/WOOD	EA	35
10004956	ND156	F001	0001		OLD GURKHA SPINDLE	EA	1
10004961	ND161	F001	0001		OLD GURKHA O RING P/N: 98-22091	EA	4
10004963	ND163	F001	0001		OLD GURKHA BALL STEEL 1/2" P/N: 99-00011	EA	3
10004974	NE169	F001	0001		O RING; ID = 80MM; OD = 110MM	EA	20
10004975	NE170	F001	0001		STRAIGHT COUPLERS 1/4" BSP	EA	4
10004976	NE171	F001	0001		STRAIGHT COUPLERS 3/8" BSP	EA	2
10004984	NE179	F001	0001		PIPE - DRAIN	EA	6
10004985	NE180	F001	0001		INJECTOR DRAIN PIPE	EA	612
10004986	NE181	F001	0001		COPPER WASHER	EA	1
10004996	NE192	F001	0001		PACKING 40 x 33-0.5	EA	1
10005001	NE199	F001	0001		VOITH SERVO MOTOR CASING	EA	1
10005012	NE210	F001	0001		TOP & BOTTOM MAIN BEARINGS P/N: 70-21091	EA	11
10005026	NE228	F001	0001		OIL LITE BRONZE BUSHING P/N: AC225868	EA	24
10005028	NE230	F001	0001		TERMINAL SPRING PLATES	EA	48
10005038	NE243	F001	0001		LOCKNUT 1/4" BSP P/N: 01-17170	EA	6
10005057	NE262	F001	0001		SPRAG MOTOR OIL SEALS SMALL	EA	6
10005058	NE263	F001	0001		SPRAG MOTOR OIL SEALS MEDIUM	EA	2
10005066	NE271	F001	0001		TOWERS CLUTCH FITTINGS	EA	3
30010491	#N/A	F001	0001		MARINE OIL KIT WITH PRE-PAID ANALYSIS	EA	3
30010492	#N/A	F001	0001		FLOURESCENT LAMP 10W; 2PIN; 2700K	EA	4
30010519	#N/A	F001	0001		UNIFORM TROUSERS	EA	29
30010530	#N/A	F001	0001		UNIFORM SHORT SLEEVE SHIRTS-LOGO	EA	28
30010531	#N/A	F001	0001		UNIFORM LONG SLEEVE SHIRTS-LOGO	EA	6
30010540	#N/A	F001	0001		DIMPLEX COLDWATCH MPH500 500W	EA	
30010700	#N/A	F001	0001		FLOURESCENT LAMP 10W; 2PIN; 2700K	EA	
30010701	#N/A	F001	0001		NAVY COMBAT SHORTS c/w LOGO	EA	31
30010741	#N/A	F001	0001		BOOTS SAFETY SIZE 8	PAA	7
50034704	#N/A	F001	0001		LONG SLEEVE HI-VIZ WAISTCOAT LARGE	EA	3
50034705	#N/A	F001	0001		LONG SLEEVE HI-VIZ WAISTCOAT MEDIUM	EA	5
50034706	#N/A	F001	0001		LONG SLEEVE HI-VIZ WAISTCOAT XLARGE	EA	1
50034707	#N/A	F001	0001		LONG SLEEVE HI-VIZ WAISTCOAT XXLARGE	EA	6
10003232	I-34H	F001	0001		PHOS BRONZE BUSHING	KG	102
10003238	I-35E	F001	0001		PHOS BRONZE SOLID	KG	7
10003241	I-35I	F001	0001		PHOS BRONZE BUSHING	KG	21
10003243	I-39	F001	0001		HEXAGONAL STEEL ROD 19MM--3/4"	M	1.5

10003244	I-4	F001	0001	ROD BRASS 3/8" ---10MM	KG	3
10003245	I-40	F001	0001	HEXAGONAL ROD STEEL 22MM	M	3
10003246	I-41A	F001	0001	HEXAGONAL STEEL ROD 25MM	M	2
10003250	I-46D	F001	0001	FLAT BRIGHT STEEL 19MM X 6MM	M	24
10003258	I-50	F001	0001	FLAT BAR BRIGHT MILD STEEL 39MM X 6M	M	15
10003261	I51A	F001	0001	STEEL FLAT BRIGHT 3" x 1/4"	M	9
10003265	I-6	F001	0001	ROD BRASS 5/8" - 16MM	KG	3
10003468	ND86	F001	0001	TABWASHER BEARING NUT	EA	43
10003469	ND87	F001	0001	TABWASHER FOR CON ROD BOLT	EA	36
10003478	NE102	F001	0001	COLLETS NON RETURN VALVE	PR	7.5
10003484	NE126	F001	0001	COLLETS VALVE	PR	16.5
10003486	NE129	F001	0001	WASHER FOR VALVE SPRING	EA	7
10003540	NE87	F001	0001	WASHER AIR MANIFOLD SEALING	EA	23
10003544	NE93	F001	0001	O RING INNER FOR CYLINDER HEAD PLUG	EA	3
10003546	NE96	F001	0001	O RING FOR CORE PLUG	EA	70
10003547	NE97	F001	0001	CIRCLIP FOR CORE PLUG	EA	64
10003564	NF23	F001	0001	VACUUM HOSE	EA	2
10003596	O6	F001	0001	SHELL T68 TURBO OIL	DR	
10003599	OA17	F001	0001	PACKING PILOT 5mm (3/16")	M	8
10004840	G234	F001	0001	SPRING TOGGLE CAVITY FIXING; M5x80MM	EA	2
10004841	G235	F001	0001	STARRETT HSS BI METAL HOLES AW 54MM DIA	EA	2
10004842	G236	F001	0001	STARRETT HSS BI METAL HOLES AW 44MM DIA	EA	2
10004851	G245	F001	0001	BACKFLAP HINGE 579; 50mm X 100mm	EA	54
10004852	G246	F001	0001	BACKFLAP HINGE 579; 75mm X 200mm	EA	4
10005039	NE244	F001	0001	SEAL L/O FILTER P/N: 98-25477	EA	1
10005040	NE245	F001	0001	GUIDE L/O FILTER ELEMENT P/N: 98-25473	EA	1
10005041	NE246	F001	0001	SEAL L/O FILTER CENTRE BOLT P/N: 98-25474	EA	1
10005042	NE247	F001	0001	SPRING P/N: 98-25476	EA	1
10005043	NE248	F001	0001	WASHER P/N: 98-25478	EA	1
10005044	NE249	F001	0001	WASHER P/N: 98-25475	EA	1
10005045	NE250	F001	0001	CYLINDER HEAD PLUG	EA	7
10005104	NE309	F001	0001	SPILL LINE COPPER WASHER	EA	82
10005110	P57	F001	0001	DULUX TRADE PAINT EGGSHELL/WHITE	EA	2
10005113	T173	F001	0001	NUT 3/4" WHIT	EA	0
10005114	T183	F001	0001	LOCKING NUT 5/8" BSW	EA	208
10005115	T203	F001	0001	COACHSCREW 130MM x 12MM	EA	90
10005126	T372	F001	0001	STEEL PANEL PINS 13MM x 1.25MM	EA	3868
10005127	T373	F001	0001	STEEL PANEL PINS 15MM x 1.25MM	EA	3712
10005128	T374	F001	0001	STEEL PANEL PINS 20MM x 1.60MM	EA	4480
10005129	T375	F001	0001	STEEL PANEL PINS 25MM x 1.60MM	EA	917
10005130	T376	F001	0001	STEEL PANEL PINS 40MM x 1.60MM	EA	3515
10005133	T401	F001	0001	WASHERS 20MM	EA	548
10005136	T404	F001	0001	CAP HEAD SCREWS 30MM x 6MM	EA	71
10005140	T408	F001	0001	SET SCREWS BRASS CSK 3/4" x 3/8" WHIT	EA	182
10005145	T413	F001	0001	NUT & WASHER 4MM	EA	641
10005146	T414	F001	0001	BOLT & NUT 6MM	EA	
10005149	T417	F001	0001	SPRING WASHER 16MM	EA	
10005151	T420-NUT	F001	0001	NUT 3MM	EA	
10005152	T420-WAS	F001	0001	WASHER 3MM	EA	
10005155	T423	F001	0001	SWRIGHTS SCREWS 16MM	EA	
10005156	T424	F001	0001	GUTTER SCREWS 25 x 6MM	EA	
10005157	T425	F001	0001	SCREW CSK BRASS 12MM X 40MM	EA	
10005158	T426	F001	0001	CAP HEADS 6MM	EA	
10005160	T428	F001	0001	SCREWS DECK END CSK BRASS 5/8" WHIT	EA	
10005163	T431	F001	0001	COACH SCREW 9" x 1/2" WHIT	EA	
10005169	T437	F001	0001	GUTTER BOLTS	EA	
10005170	T438	F001	0001	TAPER WASHERS 3/4"	EA	
10005171	T439	F001	0001	TAPER WASHERS 5/8" LARGE	EA	
10005174	T442	F001	0001	TAPER WASHERS 3/8"	EA	
10005177	T445	F001	0001	STUDS 65 x 12MM	EA	
10005181	T449	F001	0001	SET BOLT 50 x 16MM	EA	
10005182	T450	F001	0001	COACH BOLT 6" x 1/2" WHIT	EA	
10005186	T454	F001	0001	BOLT & NUT 30 x 12MM	EA	
10005187	T455	F001	0001	SET SCREWS RHD BRASS 2" x 1/2" WHIT	EA	
10005188	T456	F001	0001	STUDS 1.3/4" x 1/2" WHIT	EA	
10005190	T458	F001	0001	CAPHEAD SCREW 25 x 5MM	EA	
10005191	T459	F001	0001	SET BOLTS CSK 3/4" x 1/4" WHIT	EA	
10005195	T463	F001	0001	SET BOLT RHD BRASS 2" x 3/8" WHIT	EA	
10005198	T466	F001	0001	BOLT 4" x 1"	EA	
10005200	T468	F001	0001	SET BOLT 4" x 5/8" WHIT	EA	

10005201	T469	F001	0001	SET BOLTS 5" x 5/8"	EA	47
10005203	T471	F001	0001	EYEBOLTS 10MM	EA	31
10005205	T473	F001	0001	BOLT & NUT CSK 2.1/2" x 5/8" WHIT	EA	43
10005207	T475	F001	0001	STUDS 3.1/2" x 1/2" WHIT	EA	30
10005214	T482	F001	0001	FIBRE WASHERS 20MM ID *1*	EA	50
10005216	T484	F001	0001	FIBRE WASHERS 21MM ID	EA	18
10005218	T486	F001	0001	FIBRE WASHERS 31MM ID	EA	94
10005220	T488	F001	0001	POP RIVETS	EA	1767
10005237	G197	F001	0001	CHIN STRAP	EA	17
10003082	G141	F001	0001	SHIPS BELL CHROME MEDIUM	EA	1
10003179	I-14	F001	0001	ROD BRASS 2-1/4" --- 57MM	KG	10
10003184	I-14A	F001	0001	ROD BRASS 75MM--- 3/4"	KG	19
10003197	I-16	F001	0001	ROD HEXAGONAL BRASS 38MM---1-1/2	KG	33
10003205	I-18	F001	0001	ROD HEXAGONAL BRASS 22MM---7/8	KG	10
10003219	I-27	F001	0001	ROUND BAR BLACK M/S 22MM	M	43
10003231	I-34G	F001	0001	PHOS BRONZE BUSHING	KG	35
10003234	I-34M	F001	0001	PHOS BRONZE BUSHING	KG	20
10003304	IC1-S	F001	0001	JACKET NAVY ANORAK SMALL P.V NYLON	EA	1
10003728	T10A	F001	0001	SET BOLT HEX HD UNF 2.1/4" x 1/2"	EA	59
10004015	T321B	F001	0001	SPLIT PIN BRASS 2.1/4" x 1/16"	EA	913
10004017	T322A	F001	0001	SPLIT PIN BRASS 1.1/2 x 3/32	EA	434
10004022	T325	F001	0001	SPLIT PIN BRASS 1.1/2" x 1/4"	EA	91
10004023	T325A	F001	0001	SPLIT PIN BRASS 2 x 1/4	EA	101
10004024	T326	F001	0001	SPLIT PIN BRASS 2.1/2 x 1/4	EA	111
10004025	T326A	F001	0001	SPLIT PIN BRASS 3" x 1/4"	EA	66
10004032	T350	F001	0001	SPLIT PIN IRON 2" x 1/16"	EA	68
10004033	T350A	F001	0001	SPLIT PIN IRON 1" x 1/16"	EA	80
10004036	T353	F001	0001	SPLIT PIN STEEL 2 x 1/8	EA	400
10004037	T354	F001	0001	SPLIT PIN IRON 2.1/4 x 1/8	EA	111
10004040	T355A	F001	0001	SPLIT PIN STEEL 2.1/2 x 5/32	EA	145
10004041	T355B	F001	0001	SPLIT PIN STEEL 3" x 5/32"	EA	55
10004042	T356	F001	0001	SPLIT PIN STEEL 1.5/16 x 3/16	EA	198
10002381	BD34	F001	0001	TAPS Hand BSW 1/4 Set=Taper No 2 Plug	EA	4
10002535	C1-2	F001	0001	SAFETY JACKET-HI VIZ-LARGE	EA	1
10003152	I-12	F001	0001	ROD BRASS 1-1/2 --- 38MM	KG	30
10003165	I124	F001	0001	SOFT COPPER COIL 8mm O.D 20 O.G	RO	2
10003173	I128K	F001	0001	STAINLESS STEEL ROD 64mm 2.1/2"	M	2
10003196	I-15C	F001	0001	ROD HEXAGONAL BRASS 33MM I15	KG	13
10003202	I-16B	F001	0001	ROD HEXAGONAL BRASS 41MM---1-5/8"	KG	5
10003212	I-22	F001	0001	ROUND BAR BLACK MILD STEEL 8MM---5/16"	M	21
10003216	I-25	F001	0001	ROUND BAR BLACK MILD STEEL 16MM---5/8	M	25
10003260	I51	F001	0001	STEEL MILD FLAT BLACK 50 x 6mm	M	18
10003262	I53	F001	0001	STEEL MILD FLAT BLACK BAR 50 x 10mm	M	28
10003267	I60A	F001	0001	ANGLE MILD STEEL 25 x 25 x 6mm	M	24
10003278	I70	F001	0001	ROD BRIGHT MEDIUM TENSILE STEEL EN8 10mm	M	0
10003290	I-9	F001	0001	ROD BRASS 1" --- 25MM	KG	7
10003591	O49	F001	0001	DEGREASER JIZER	DR	0
10003675	P5	F001	0001	GLOSS BLACK PILOT II	EA	2
10003680	P72	F001	0001	BLUE GLOSS 138	EA	1
10003765	T134B	F001	0001	BOLT & NUT HEX BLACK 1 x 1/2 WHIT	EA	0
10003776	T140B	F001	0001	BOLT & NUT HEX HEAD BLACK 40mm x 12mm	EA	28
10003787	T145	F001	0001	NUT & BOLT BLACK HRH 1-3/4 X 5/8 WHIT	EA	83
10003942	T251	F001	0001	SET BOLT BLACK HRH 1" X 1/4" W	EA	197
10004101	T67H-1/8	F001	0001	WELDING ROD LOW CARBON CC MS 3.2mm	EA	210
10004108	T68E	F001	0001	BRAZING RODS EASYFLOW No' 1, 3mm	EA	1
10004127	W18	F001	0001	DEAL OR BC PINE TIMBER 9 x 1/2 P.A.R	M	22
10004128	W20	F001	0001	DEAL OR PINE TIMBER 229 X 19mm	M	14
10004130	W22	F001	0001	DEAL OR BC PINE 225mm x 25mm PAR	M	16
10004131	W24	F001	0001	DEAL OR PINE TIMBER 225 X 38mm	M	4
10004132	W25	F001	0001	DEAL OR PINE TIMBER 225 x 50mm	M	8
10004141	W48	F001	0001	BEECHWOOD WEDGES 18 x 4 x 3	EA	28
10002034	AI33	F001	0001	PIN KIT	EA	17
10002078	AK14B			SOCKET & TUBE FOR SHOWER ARM	EA	3
10002480	BG13			WOOD SCREW BRASS R-HEAD No'6 X 3/4"	EA	130
10002341	BC44			HAMMER WEDGE SET OF SIZES 1,2,3,4	EA	264
10002379	BD32			TAPS WHITWORTH 3/16" PER SET	EA	2
10002545	C13-XXXL			SLIPOVER NAVY	EA	9
10002557	C1-4			SAFETY JACKET- HI VIZ--XXLARGE	EA	2
10002643	D51			PAINT ROLLER SLEEVE 4	EA	80
10002883	E570			CABLE TRAY GALVANISED STANDARD 4 WIDE	EA	0

10003178	I-13A				ROD BRASS 2" --- 50MM	KG	13
10003200	I166				BARREL M-WEIGHT RED FOR WELDING 2	M	13
10003244	I-4				ROD BRASS 3/8" ---10MM	KG	3
10003257	I-5				BRASS ROD 1/2" --- 12MM	KG	3
10003306	IC2-LARGE				LEGGINGS WATERPROOF NAVY NYLON LARGE	EA	5
10003314	IC3-XXLARGE				WAISTCOAT HI-VIZ	EA	5
10003317	IC4-MED				FLEECE (MEDIUM) BLUE WITH LOGO	EA	2
10003321	IC4-XXXL				FLEECE (XXXLARGE) BLUE WITH LOGO	EA	3
10003404	MC25				JOINTING GENERAL SERVICE 1.5mm	EA	4
10003655	P104				UP-MARK IT-YELLOW 5ltr	EA	6
10003669	P36				LINING PAINT-YELLOW (AEROSOL)	EA	8
10003719	R70				CHAIN GALVANISED LONG LINK 1/4 DIA	M	44
10003977	T287				SET SCREW BRASS HEX HD 1 x 1/4 WHIT	EA	220
10004071	T46				EMERY CLOTH GRADE O	EA	45
30010492	#N/A				FLOURESCENT LAMP 10W; 2PIN; 2700K	EA	4
30010530	#N/A				UNIFORM SHORT SLEEVE SHIRTS-LOGO	EA	28
30010531	#N/A				UNIFORM LONG SLEEVE SHIRTS-LOGO	EA	6
10002755	E330B				CABLE CLIP WHITE	BX	2

SCHEDULE 3

Appendix 2

WOOLWICH FERRY LIFE EXTENSION AND SPECIAL WORKS POLICY

Definitions

In this document, capitalized words and phrases not defined below shall have the same meanings as given in the Contract for Services reference tfl_scp_000383 between the parties:

1. **The Operator** means Briggs Marine Contractors Limited, a company registered in Scotland (company registration number SC114978) whose registered office is at Seaforth House, Seaforth Place, Burntisland, Fife KY3 9AX.
2. **The Authority** means London River Services Limited (LRSL) a company registered in England and Wales (company registration number 03485723) whose registered office is at Windsor House, 42-50 Victoria Street, London, SW1H 0TL. The Authority is a wholly owned subsidiary company of TfL.
3. **Life Extension Works** Means various maintenance, refurbishment, replacement and upgrading tasks as listed in Annex "A" hereto (each, a "Work Package") which together are intended to extend the life of the Woolwich Ferry infrastructure and vessels in order that it may reliably and safely continue to provide a ferry service at Woolwich until at least the end of 2017.
4. **Special Works** are "all items of maintenance expenditure exceeding £5,000 which are not included in the agreed budget". Where the special works are completed by in-house resources of the operator the £5,000 threshold shall be calculated on a 'fully absorbed cost' basis which is to say inclusive of the cost of labour, materials and where appropriate overheads to comprise the cost of the works.

Policy

5. **Purpose**
This document sets out the policy to be implemented by the Operator to ensure that consistency is observed and the Authority's governance processes are complied with when managing the Life Extension Works packages and Special Works on behalf of the Authority in connection with the contract for the operation of the Woolwich Ferry. The purpose is to ensure that best value is obtained throughout the project and to ensure compliance with good project management practice and to comply with the requirements of the Authority.
6. **Background**
The current infrastructure and ferries are now over 45 years old and in need of major refurbishment and replacement. Any long term replacement is unlikely to be available before 2016. Engineering assessments have indicated that ongoing investment in the ferry could extend its life out to 2024 but there is uncertainty as to whether it could be operated beyond this point using the current fleet of Vessels.

7. **Programme and Prioritisation**

The Operator and the Authority will agree the overall programme of works and their prioritisation as soon as possible following the Services Commencement Date in order to ensure that Work Packages are taken forward in the most appropriate order.

Before going to the marketplace by the Operator to tender for any works the selection of design options and the technical specification (including expected life) of the invitations to tender should be approved by the project team of the Authority.

8. **Work Package Authorisation**

The Transport for London (TfL) Board has given project expenditure approval to the Authority in respect of the Life Extension Works as part of their consideration of the wider package of River Crossing proposals available to TfL. This project approval to the Authority was based on the list of Work Packages shown in Annex "A" hereto.

Each Work Package (except those with a value of less than £5,000 which will be authorised by the Head of River Services) will be authorised to commence by the Woolwich Ferry Replacement Project Board when provided by the Operator with a completed Expenditure Request form as included as Annex "B" hereto together with results of any tendering (in accordance with procurement principles laid down by the said Project Board) and a Quantified Risk Assessment schedule.

For the purpose of authorisation the value to be considered will be the total cost of the Work Package i.e. including all expenditure incurred on labour in delivery of the relevant tasks, whether directly employed by the Operator or any of its sub-contractors.

All of the Operator's direct labour cost included in cost of the Special Works will be excluded from the operating cost charge as part of the quarterly Reconciliation Statement referred to at paragraph 4.2 of Schedule 6 of the Contract.

No commitment may be made by the Operator to any external supplier or subcontractor in advance of receipt by the Operator of a duly signed Authorisation to Proceed form, as shown in Annex "B".

9. **Change Process**

Any works not included in Annex "A" or which are identified during the Life Extension Works as being required in order to ensure the safe and efficient operation of the ferry service into the future shall be brought to the Woolwich Ferry Replacement Project Board with an estimate of the cost and timescale of the works with a request for them to be included in the programme. If approved at the meeting there may be further authority required to ensure there are adequate funds for the additional works.

10. **Contractual Arrangements**

The work will be carried out by the Operator under the Contract. Each Work Package will be the subject of a Contract variation following Authorisation to Proceed as outlined above. Separate invoices will be submitted by the Operator in respect of each Work Package and each contract variation.

11. **Workshop Labour**

For the purpose of accurate accounting by the Authority it is essential that labour costs expended on Special Works and Life Extension Works are included in the costs of those works and, where appropriate, are capitalised to show the true cost of the works in question.

12. **Stores Issues**

Any items drawn from stores for use on Special Works jobs in accordance with Stock Procedures will be invoiced by the Operator to the Authority as part of the Special Works work package and deducted from the charge for operational costs charge as part of the quarterly Reconciliation Statement. A note should also be included on the Stock Reconciliation to clearly show stock used in Special Works. This note should be clearly shown on the accounting information provided each month by the Operator to the Authority.

Any materials purchased for Special Works but surplus to actual requirements should, wherever possible, be returned to the supplier for credit. Where this is not possible they should be placed in stores and recorded on the stores system in accordance with the Inventory valuation Write off & Disposal policy

13. **Payment**

The Operator will be paid by the Authority for Special Works on presentation of an invoice based on invoices received from the applicable sub-contractors.

The Operator will ensure that they only pay sub-contractors and charge TfL when the work or materials being charged for has been completed satisfactorily or is delivered and of agreed quality. This also applies to any contract which the Operator enters into which require interim or stage payments to be made, although the sum charged will be for value of work up to the invoice date, rather than completion.

The Operator will additionally be remunerated by the Authority at the rate set out in the Contract and its variations. This remuneration will only be paid by the Authority when the works have been certified as complete and satisfactory by the Authority's representative.

The cost of each Work Package will be the subject of a separate Contract Variation and will be invoiced by the Operator either as a separate invoice or as a separate line on an invoice including other charges.

14. **Operator's Responsibility**

Overall financial control lies with the Authority. Once each package of Life Extension Works or Special Works has been authorised, however the Authority will rely on professional expertise of the Operator to manage their sub-contractors carrying the works to ensure they are carried out in accordance with the agreed designs, technical specifications; within the delivery programme and timetable agreed; and within authorised costs. All costs recorded must be supported by accounting systems meeting UK GAAP.

WOOLWICH FERRY LIFE EXTENSION AND SPECIAL WORKS POLICY

ANNEX "A"

LIFE EXTENSION WORKS – WORK PACKAGES

[to be inserted]

WOOLWICH FERRY LIFE EXTENSION AND SPECIAL WORKS POLICY

ANNEX "B"

WOOLWICH FERRY LIFE EXTENSION PROGRAMME OF WORKS

EXPENDITURE REQUEST

DATE: [•] 20[•]

PROPOSED BREAKDOWN OF COST:

Summary	Original Budget (£000)	EFC (End Final Cost) (£000)	Variance (£000)
Total work package cost			

Spend to date	Approved / Forecast (£000)	Actual (£000)	Variance (£000)
<Sub element 1>			
<Sub element 2>			
<Sub element 3>			
Total			

Approval Requested	Cost (£000)
<Sub element >	
Risk	
Briggs mark-up (4%)	
Total Cost	

PRIORITY STATUS:
RANK:

TIMESCALES:
DESIGN LIFE:

1. OUTLINE
2. SCOPE

3. **EXCLUSIONS**
4. **ALTERNATIVE OPTIONS CONSIDERED**
5. **DEPENDENCIES**
6. **PROJECT IMPACT**
7. **FINANCIALS – OPTIONS**
8. **VALUE ENGINEERING/MANAGEMENT**
9. **MEASURES OF SUCCESS**
10. **PROCUREMENT/RESOURCE PLAN**
11. **PROJECT SCHEDULE AND MILESTONES**
12. **PERMISSIONS AND LICENSES**

WOOLWICH FERRY LIFE EXTENSION AND SPECIAL WORKS POLICY

EXPENDITURE REQUEST

APPENDIX A – FINANCIAL DETAILS

Financial Year £000	2013	2014	2015	Future Years	Total
Supply of gears					
Labour					
Crane hire					
Total Base Cost					
Risk					
Total Project Cost					

Financial Year £000	2013	2014	2015	Future Years	Total
Maintenance cost					
Headcount cost					
Total Savings					

WOOLWICH FERRY LIFE EXTENSION AND SPECIAL WORKS POLICY

EXPENDITURE REQUEST

APPENDIX B – RISK REGISTER

WOOLWICH FERRY LIFE EXTENSION AND SPECIAL WORKS POLICY

EXPENDITURE REQUEST

APPENDIX C – BIDS

WOOLWICH FERRY LIFE EXTENSION AND SPECIAL WORKS POLICY

EXPENDITURE REQUEST

APPROVAL: AUTHORISATION TO PROCEED

PROCUREMENT STRATEGY APPROVED

NAME:

DATE:

SIGNED:

SPECIFICATION APPROVED

NAME:

DATE:

SIGNED:

TENDER APPROVAL

NAME:

DATE:

SIGNED:

TfL USE ONLY

Budgeted Cost	£	
Over/Underspend	£	%
WBS Code		
Contract variation		
Project ref. list item number		

SCHEDULE 4

Performance Management

PART A: Minimum Performance Standards

1. Minimum Performance Standards

1.2 Reporting of Daily Crossings

1.2.1 The Operator shall record the number of crossing made on a daily basis on the Crossing Log as detailed in Annex A. The number of Scheduled Crossing per day is;

Number of Scheduled Crossings (based on 6 per hour)			
Day	Hours	Vessels	Scheduled Crossings
Monday to Friday	14 (6:00-20:00)	2	168
Saturday and Bank Holidays	14 (6:00-20:00)	1	84
Sunday	8 (11:30-19:30)	1	48
Weekly Total			972

1.2.2 In certain conditions it will not be possible to operate the Ferry and Relief Crossings will apply:

Where:

- (a) 'Relief Crossings' means the number of crossings that the Operator does not operate in accordance with the Scheduled Crossings, where (and only to the extent that) the failure to operate the Vessel(s) is caused directly as a result of an event or circumstance beyond the reasonable control of the Operator, provided that the Operator notifies the Contract Manager at the time of such event or circumstance and provides the Contract Manager with all information reasonably requested and the Contract Manager, acting reasonably, verifies and confirms such event or circumstance.
- (b) For the purpose of the definition of 'Relief Crossings', 'events or circumstances outside of the Operator's reasonable control' include (i) reduced visibility where each terminal is not visible from the other terminal, (ii) the tide on the River Thames exceeding 7.6 metres, (iii) side winds from a northerly or southerly direction in excess of storm force 10, and (iv) police action which requires the operation of the Woolwich Ferry to be suspended, but exclude any strike or industrial action of the Operator's Personnel.

- 1.2.3 For each Period, commencing on the Services Commencement Date, the Operator shall calculate the number of lost crossings and shall confirm the corresponding level of service delivery based on this criterion (the “**Service Delivery**”) and any applicable adjustment to the Management Fee for each Period to the Contract Manager within five (5) Working Days of the end of each Period.
- 1.2.4 Without prejudice to the foregoing, the Services Manager shall confirm the Crossings Log for the immediately preceding Period at the regular meetings with the Contract Manager in accordance with clause 16.1 and shall provide all information reasonably requested by the Contract Manager in respect of any crossings that the Operator has included as ‘Relief Crossings’ in the calculation of the formula provided in paragraph 1.3.1 below (the “**Deduction Rate**”). The Contract Manager, acting reasonably, shall either:
- 1.2.4.1 approve the Relief Crossings claimed by the Operator, in which case the Service Delivery submitted by the Operator shall prevail and the Authority shall pay the Management Fee in line with the adjustment calculated in accordance with paragraph 1.3 below; or
- 1.2.4.2 adjust the Relief Hours claimed by the Operator, in which case the Service Delivery shall be recalculated accordingly. The Authority shall pay the Management Fee in line with the adjustment calculated in accordance with paragraph 1.3 below.
- 1.2.5 The Authority reserves the right, at its sole discretion, to relax the reduction in the Management Fee for failing Service Delivery standards in circumstances where the Authority deems such relaxation to be appropriate.

1.3 Deductions for Lost Crossings

- 1.3.1 If the number of crossings made in any period falls short of the number of Scheduled Crossings there will be a deduction made from the Management Fee by applying a Deduction Rate calculated in accordance with the following formula:

$$\text{[Management Fee} \div \text{13 (periods in one year)]} \div \text{scheduled number of crossings for that period} \times \text{number of Lost Crossings} = \text{£ Deduction Rate}$$

- 1.3.2 In relation to each Payment Period the Operator shall calculate and declare Deductible Lost Crossings in submission of payment documents.

- 1.3.3 The total number of Lost Crossings shall be calculated as a percentage of the Revised Scheduled Total as illustrated in the following example;

	Scheduled Crossings	Relief Crossings	Revised Scheduled Total	Actual Crossings	Lost Crossings
Number	3888	48	3840	3725	115
Percentage	N/A	N/A	100%	97%	3%

- 1.3.4 Each Lost Crossing up to 5% of the Revised Scheduled Total shall be deducted by applying the Deduction Rate to the number of Lost Crossings.
- 1.3.5 In the event that the percentage of Lost Crossings in any Period exceeds 5% each such Lost Crossing shall be deducted at twice the Deduction Rate.
- 1.3.6 In the event that the percentage of Lost Crossings exceeds 10% in any Period then 50% of the Management Fee shall be deducted for that Period.

2. Life Extension Programme

The maintenance programme and costs which do not fall under Operational Charges are sometimes referred to as the Life Extension programme. This is detailed at section 7 of the Specification. The following table details expenditure both forecast and actual under the programme to date.

Year	Spend £
April 2011 to March 2012	£1.4M (actual)
April 2012 to March 2013	£6.3M (forecast)
April 2013 to March 2014	£3.0M (forecast)

This table is intended solely as an indication and forecast figures may be subject to change. The figures detailed above do not constitute a commitment on the part of the Authority in terms expenditure.

3. Material Failure in Performance

If the Operator's performance falls below 90% of the Actual Service Hours in any Period this will be regarded as a material failure in performance and the following provisions shall apply:

3.1 Service Credits

The Service Credit for that Period shall be 50% of the 4-weekly Management Fee.

3.2 Remedial Action Plan

3.2.1 The Operator shall within one (1) week of the end of that Period, present to the Contract Manager a plan detailing:

3.2.1.1 the reasons for the material failure in performance; and

3.2.1.2 the steps necessary to remedy the failure in performance in order to enable a minimum performance standard in accordance with the KPI; and

3.2.1.3 the timescales in which the Operator proposes to implement and complete the necessary steps set out in paragraph 3.2.1.2 above,

(the "Remedial Action Plan").

3.2.2 The Contract Manager shall review the Remedial Action Plan and if:

3.2.2.1 the Remedial Action Plan is approved by the Contract Manager, acting reasonably, the Operator shall immediately implement the Remedial Action Plan in accordance with the timescales set out in the Remedial Action Plan; or

3.2.2.2 the Contract Manager, acting reasonably, requires amendments to the Remedial Action Plan, the Operator shall promptly make such amendments and shall implement the revised Remedial Action Plan in accordance with the timescales set out in the revised Remedial Action Plan.

For the avoidance of doubt, the Operator shall prepare and implement the Remedial Action Plan entirely at its own cost.

3.3 If the Operator fails to comply with the provisions of paragraph 3.2.1 or fails to implement the Remedial Action Plan and remedy the material failure in performance in accordance with the timescales set out in the Remedial Action Plan, then the Authority shall be entitled to terminate this Contract immediately on written notice to the Operator.

4. **Reporting**

4.1 The Operator shall monitor the performance of the Services Requirement and shall maintain records of the Actual Service Hours for each Period as a percentage against the Planned Hours, including a breakdown of the Planned Hours, Non-Operational Hours and any Relief Hours ("**Performance Report**").

4.2 The Operator shall submit the Performance Report to the Contract Manager within five (5) Working Days of the end of each Period.

5. **Additional Minimum Performance Standards**

5.1 The Operator shall within six (6) months of the Contract Commencement Date submit to the Authority additional minimum performance standards (based on Services requirements and KPIs).

5.2 The information submitted to the Authority in respect of the additional minimum performance standards must:

5.2.1 contain sufficient information to enable the Authority to evaluate the benefit of such additional minimum performance standards; and

5.2.2 be accompanied by a measurement regime designed to regularise performance.

5.3 The Operator shall provide the Authority with such other information in respect of the additional minimum performance standards as the Authority may reasonably request.

- 5.4 The Authority shall consider the additional minimum performance standards delivered by the Operator and the Authority shall be entitled to request amendments to the additional minimum performance standards and further minimum performance standards. The Parties shall in good faith endeavour to agree the additional minimum performance standards to be incorporated into this Contract within twenty (20) Working Days of the Operator's submission in accordance with paragraph 5.1.

4

PART B: Gainshare Mechanism

Introduction

The principle of gainshare is important to the longer term success of the Woolwich Ferry. The basic principle is to incentivise both the Authority and the Operator to improve the Woolwich Ferry service, the key motivator being the share in financial benefit that would accrue from the agreed implementation of the proposed change project. The concept of joint enabling of benefit is the essence, i.e. if only one party invests money or action to enable the change, then that gain is not to be shared.

It is intended that the gainshare process shall operate for the term of this Contract. To ensure its success, procedures and guidelines are set out in this Schedule. Gainshare activities will be operated on a project by project basis. Each project will have an agreed phasing and timeline. Projects will be prioritised within an annual plan. It is also recognised some measures may be introduced that will not show immediate benefit but will have a long term benefit that falls outside the current Contract Term, will improve efficiency and will take advantage of circumstances that prevail at the time.

No gainshare project shall commence without the prior agreement of both Parties. Any gainshare project which ceases to realise any gain will be brought to an end by the Parties following a review by the Parties in which the Parties shall discuss and agree how any contingent liabilities will be dealt with. No gainshare project shall continue beyond termination of this Contract without the prior written agreement of both Parties.

Gainshare Projects

Idea Generation

The Operator shall be entitled to formulate and generate ideas for gainshare projects. Such ideas should be brought to the 4-weekly review meetings under clause 16.1.1 of this Contract and shall be reviewed as an agenda item. Joint idea creation sessions may also be held. From these a target of expected annual benefit achievement (on a per project basis) will be identified. Ideas may also be generated as an outcome of the detailed reviews required under Schedule 3 of this Contract.

Only ideas that have the potential for long term material savings shall be considered for gainshare purposes. Ideas that relate to the performance of this Contract, natural developments and general improvements shall not be subject to gainshare.

Idea Collation and Evaluation

All ideas will be collected and collated by the Operator's Services Manager. At the 4-weekly review meetings new ideas will be considered and the feasibility validated. The priorities of idea projects will be determined. Existing projects will also be reviewed and their progress monitored.

Project Agreement

Due to the wide and varying nature of the improvement ideas that may be identified over the period of the Contract, the Contract Manager for the Authority and the Services Manager for the Operator shall meet and evaluate each gainshare idea and the details thereof. The Contract Manager and the Services Manager shall decide which gainshare ideas they would like to proceed with and shall submit such ideas in writing, together with all information and details required (including details of the proposed gainshare benefits determined in accordance with the following paragraphs under 'Gainshare Benefits'), for approval by the Authority and the Operator.

If the Authority and the Operator agree to the proposed gainshare idea, the gainshare project shall be set out in writing and signed by the duly authorised representatives of the Authority and the Operator. Only gainshare projects approved by the Authority and the Operator in writing shall be binding on the Parties.

If it is agreed to proceed with an idea, this will become a 'gainshare project' and the resource and timings will be committed to by both the Authority and the Operator (as appropriate).

Gainshare Benefits

In principle it is agreed that net gainshare should be shared on a 50/50 basis unless otherwise agreed by both Parties. In reaching a decision on net gainshare, the Parties will discuss the duration for which the agreed net gainshare should be shared between the Operator and the Authority.

Benefits will be calculated and agreed as part of the gainshare project discussions on the following basis:

- No value is attributable to ideas per se, or simple introductions or ideas that relate to the performance of the Contract, natural developments and general improvements.
- All net of actual costs:
 - Capital spend (plus interest amortised over remaining life of this Contract). It is agreed that any capital required to be invested in a project shall be invested by the Parties in the proportion of the agreed benefit share (as agreed in accordance with the principles set out below) the Parties each bear the risk of losing that capital if the project does not proceed. However, if the project produces a gain the capital will be repaid pro-rata prior to the allocation of a gainshare.
 - Increases in operating costs.
 - Project resources at cost; external resources as invoiced, internal resources (where deployed fully or quantifiably > 25% of time on project) at pre-agreed £ rate per person/day.

Reviews and Meetings

Standard project management disciplines will apply in terms of steering and review; e.g. risk analysis, progress monitoring, change control and redirection or suspension of project. It is agreed that as soon as either Party determines that a gainshare project is failing to deliver a benefit, it will be terminated in accordance with an agreed timeline.

The Parties shall also discuss and agree at the 4-weekly review meetings:

- Determination of the effort and resource required from each Party.
- Costs and savings would accrue to a nominal account, separate from routine costs/invoicing.
- Investments by each of the Parties are debited to the account prior to the allocation of any benefit.
- Benefit equivalent values (e.g. saving of headcount) are credited as realised.
- At the end of each quarter, net sum is divided between the Parties, at the ratio agreed during idea approval and paid in accordance with the terms of this Contract.
- Gainshare will be paid on a "project by project basis" in the appropriate ratio to each Party in accordance with the terms of this Contract. For the avoidance of doubt, payments on each project shall be kept entirely separate and no payment due on one project shall be set off against any other amount due under this Contract.

Quarterly Review:

- The Parties shall on a quarterly basis at the 4-weekly review meeting review and allocate priorities every quarter; the Parties will also agree to resolve any disputes of allocation/attribution. Failure to agree will be escalated as per clause 44 of this Contract.
- In the event that a change is implemented and the Authority alters the Woolwich Ferry in a manner that the change is no longer viable, investment previously made remains in the account even though reduced benefit could logically make the account negative.
- Both Parties wish to encourage gainshare projects to continue if this Contract is renewed. With a view to this, all gainshare projects will be reviewed prior to the end of the Term of this Contract, and the Parties will agree which projects will continue for any renewal period and on what basis. It is acknowledged that the Parties intend the gainshare procedure to continue throughout the term of this Contract.

SCHEDULE 4

Annex A

Crossings Log (example)

Period:		Year:				
Day	Date	Scheduled Crossings	Relief Crossings	Revised Scheduled Total (scheduled crossings less relief crossings)	Actual Crossings	Lost Crossings (Total minus Actual crossings)
Sat		84				
Sun		48				
Mon		168				
Tues		168				
Wed		168				
Thurs		168				
Fri		168				
Sat						
Sun						
Mon						
Tues						
Wed						
Thurs						
Fri						
Sat						
Sun						
Mon						
Tues						
Wed						
Thurs						
Fri						
Sat						
Sun						
Mon						
Tues						
Wed						
Thurs						
Fri						
Total		3888		100%	Total	

SCHEDULE 5

Contract Price

1. Mobilisation Fee

- 1.1 The Mobilisation Fee for the implementation and completion of the Mobilisation Plan is £90,714 (Ninety Thousand Seven Hundred and Fourteen Pounds).
- 1.2 The Mobilisation Fee is a one-off fee and the Operator shall invoice the Authority for the Mobilisation Fee, less any discount in accordance with paragraph 1.3 below, on the first Invoice Date (as defined in paragraph 4.1.7 below) following the completion of the Mobilisation Plan to the satisfaction of the Authority.
- 1.3 The Authority shall be entitled to a discount to the extent that any costs or resources included in the calculation of the Mobilisation Fee are not incurred or used by the Operator.
- 1.4 The Authority shall pay the Mobilisation Fee invoiced to the Authority under paragraph 1.2 in accordance with clause 10.6.
- 1.5 For the avoidance of doubt, the Authority shall not be liable for any costs or expenses incurred by the Operator that exceed the Mobilisation Fee.

2. Management Fee

- 2.1 The Management Fee for the management of the Services is £12,408 (Twelve Thousand Four Hundred and Eight Pounds) per 4 week period commencing on the Services Commencement Date.
- 2.2 The Management Fee includes the following resources and costs:

<u>Management Resource</u>	<u>Management Fee Cost Summary</u>
General Management at all levels	Employment & Associated Insurance Costs
Operations Management	Uniform and PPE (Management) Associated Travel & Subsistence
General Technical Management	Printing & reprographics
Finance Management	Associated costs with operating the Operator's management systems
HR Management	

HR Admin and PAYE

Assurance Management and support

Assurance Support

Contract Management

Contract Administration

Note: The Services Manager will be based at Woolwich and the supporting functions will be on site as appropriate.

2.3 The Operator shall invoice the Authority for the Management Fee 4-weekly in arrears on the Invoice Dates set out in paragraph 4.1.7 below, adjusted in accordance with clause 10.2.3. and paragraph 3 of Schedule 4.

2.4 The Authority shall pay the Management Fee instalment invoiced to the Authority under paragraph 2.1 in accordance with clause 10.6.

3. Deductions for Lost Crossings

3.1 If the number of crossings made in any period falls short of the number of Scheduled Crossings there will be a deduction made from the Management Fee by applying a Deduction Rate calculated in accordance with the following formula;

$$\text{[Management Fee } \div \text{ 13 (periods in one year)] } \div \text{ scheduled number of crossings for that period } \times \text{ number of Lost Crossings} = \text{£ Deduction Rate}$$

3.2 In relation to each Payment Period the Operator shall calculate and declare Deductible Lost Crossings in submission of payment documents.

3.3 The total number of Lost Crossings shall be calculated as a percentage of the Revised Schedule Total as illustrated in the following example;

	Scheduled Crossings	Relief Crossings	Revised Scheduled Total	Actual Crossings	Lost Crossings
Number	3888	48	3840	3725	115
Percentage	N/A	N/A	100%	97%	3%

3.4 Each Lost Crossing up to 5% of the Revised Scheduled Total shall be deducted by applying the Deduction Rate to the number of Lost Crossings.

- 3.5 In the event that the percentage of Lost Crossings in any Period exceeds 5% each such Lost Crossing shall be deducted at twice the Deduction Rate.
- 3.6 In the event that the percentage of Lost Crossings exceeds 10% in any Period then 50% of the Management Fee shall be deducted for that Period.

4. **Operational Charges**

The Charges for the provision of the Services commencing on the Services Commencement Date are comprised of the Budget and the Reconciliation Amount as set out below. For the avoidance of doubt, the Charges shall not include any costs that are or have been included in the Management Fee or the Mobilisation Fee.

4.1 Budget

Initial Budget:

- 4.1.1 The Operator shall submit to the Authority by no later than 31 January 2013 an initial budget (the "**Draft Budget**") for the period from 01 April 2013 until 31 March 2014 for approval by the Authority. The Draft Budget shall be submitted in a similar format to Annex 1 of this Schedule 5 and shall be divided into the Authority's 4-weekly periods using the budget categories as exhibited in Annex 1 or in such other budget categories as may be agreed between the Operator and the Authority.
- 4.1.2 The Authority shall review the Draft Budget and provided it is satisfied shall approve the Draft Budget by no later than 28 February 2013. If the Authority has not approved the Draft Budget by 28 February 2013, then the initial Budget Instalments (as defined below) set out in the draft shall apply until such time as the Draft Budget is approved. Any reconciliation between the initial Draft Budget and the finally approved Draft Budget shall be undertaken in accordance with paragraph 4.2 below.
- 4.1.3 The Budget shall be divided into 4-weekly fixed instalments ("**Budget Instalments**"). The first Budget Instalment shall be a pro-rata payment of the approved amount for the period from 01 April 2013 to 28 April 2013. The following twelve Budget Instalments shall be in the approved sum for the period from 29 April 2013 to 31 March 2014.

Subsequent Budget:

- 4.1.4 The Operator shall submit to the Authority by no later than 31 January 2014 a Draft Budget for the period from 01 April 2014 until 31 March 2015 for approval by the Authority. The Draft Budget shall be submitted in a similar format to Annex 1 of this Schedule 5 and

shall be divided into the Authority's 4-weekly periods using the budget categories as exhibited in Annex 1 or in such other budget categories as may be agreed between the Operator and the Authority.

- 4.1.5 The Operator may include an uplift on the costs in the Draft Budget, provided that the Operator provides the Authority with an explanation of the reasons for the uplift, together with such information as the Authority may request in respect thereof. Any variations in costs in any budget category in excess of 2.5% shall be subject to the Authority's approval in its entire discretion.
- 4.1.6 The Authority shall review the Draft Budget and provided it is satisfied shall approve the Draft Budget by no later than 28 February 2014. If the Authority has not approved the Draft Budget by 28 February 2014, then the initial Budget Instalments set out in paragraph 4.1.3 shall continue to apply until such time as the Draft Budget is approved. Any reconciliation between the initial Budget and the approved Draft Budget shall be undertaken in accordance with paragraph 4.2 below.

Invoicing:

- 4.1.7 Subject to paragraph 4.2.4.1, the Operator shall invoice the Authority for the Budget Instalments, plus the Operator's mark up of 4.9% (Four and nine tenths per cent) 4-weekly in arrears on the following dates (the "Invoice Dates"):

Invoice Dates

Year 1

27 April 2013
25 May 2013
22 June 2013
20 July 2013
17 August 2013
14 September 2013
12 October 2013
09 November 2013
07 December 2013
04 January 2014
01 February 2014
01 March 2014

- 4.1.8 For the avoidance of doubt, the first invoice to be submitted to the Authority on 27th April 2013 shall be for a pro-rated amount of the Budget Instalment for the period from the Services Commencement Date to 28th April 2013 as set out in paragraph 4.1.3 above.

4.2 Reconciliation Amount

- 4.2.1 At the end of each quarter period, the Operator shall prepare and submit to the Authority a statement of actual costs incurred for the previous quarter period against the Budget Instalments for such quarter period (the "**Reconciliation Statement**"), together with all information reasonably requested by the Authority in respect of the actual costs.
- 4.2.2 The Authority shall review the Reconciliation Statement together with all information provided by the Operator in respect thereof. The Authority, acting reasonably, shall either:
- 4.2.2.1 approve the Reconciliation Statement submitted by the Operator; or
 - 4.2.2.2 require an adjustment to the Reconciliation Statement, in which case the Operator shall amend and re-submit the Reconciliation Statement to the Authority for approval. For the avoidance of doubt, the Operator shall not include in the Reconciliation Statement and the Authority shall not be liable to pay any expenditure incurred in breach of clause 10.3.3.
- 4.2.3 The "**Reconciliation Amount**" shall be the amount set out in the Reconciliation Statement approved by the Authority in accordance with paragraph 4.2.2.
- 4.2.4 If the Reconciliation Amount shows an amount owing to:
- 4.2.4.1 the Operator, the Operator shall submit an invoice to the Authority for the Reconciliation Amount and the Authority shall pay the Reconciliation Amount in accordance with clause 10.6. However, the Operator's mark up of 4.9% shall not apply to any expenditure over and above the budget for the relevant financial year (the "**Overspend**"). For the avoidance of doubt, TfL will not be liable to pay the Operator's mark up of 4.9% in relation to the Overspend; or
 - 4.2.4.2 the Authority, the Operator shall deduct the Reconciliation Amount from the Operator's next invoice for the Budget Instalment and shall show the Reconciliation Amount as a rebate on the invoice, or if no such invoice is due, the Operator shall pay the Reconciliation Amount to the Authority within thirty (30) days of the Authority's approval of the Reconciliation Statement.
- 4.2.5 For the purpose of this paragraph 4.2:
- 4.2.5.1 a 'quarter period' means:
 - Quarter 1: Periods 1 to 3;
 - Quarter 2: Periods 4 to 6;

Quarter 3: Periods 7 to 10;

Quarter 4: Periods 11 to 13; and

4.2.5.2 'the end of each quarter period' shall mean the end of the 3rd, 6th, 10th and 13th Periods.

4.3 Charges - Woolwich Ferry Life Extension and Special Works

4.3.1 Woolwich Ferry Life Extension and Special Works are defined as "All items of maintenance expenditure exceeding £5,000 not included in the agreed Budget". There will be a separate authorisation and invoice process outside of the quarterly reconciliation process outlined in clause 4.2 of this Schedule 5 as further described in the Woolwich Ferry Life Extension and Special Works Policy which is attached as Appendix 2 to Schedule 3. The separate works authorisation (by the Woolwich Ferry Replacement Project Board) and invoice approval processes for this purpose will be agreed between the Parties during the Mobilisation Period.

4.3.2 Without prejudice to the Operator's mark-up referred to at paragraph 4.1.7 of this Schedule 5, the Operator's mark-up applicable to Life Extension and Special Works projects shall be as follows:

<u>Description of task</u>	<u>Operator's mark-up</u>
----------------------------	---------------------------

**(a) Life Extension Charges –
Maintenance of Vessels**

Activities described in Part B of the Services Specification (Schedule 3)	cost plus 4.0%
---------------------------------------------------------------------------	----------------

**(b) Life Extension Charges –
Maintenance of Infrastructure**

Activities described in Part B of the Services Specification (Schedule 3)	cost plus 4.0%
---------------------------------------------------------------------------	----------------

(c) Certification costs

(including Dry Docking) 2014	cost plus 4.0%
------------------------------	----------------

4.3.3 In the event that certain threshold expenditure amounts are reached in respect of the Life Extension and Special Works projects shown at 4.3.2 (a) and (b) above, the Operator shall apply a scaled reduction in mark-up (including profit) charged to the Authority against those elements on a sliding scale basis where, as annual spend increases, the mark-up decreases as follows:

<u>Annual Spend</u>	<u>Mark-up Applicable</u>
---------------------	---------------------------

< £500,000	cost plus 4.0%
------------	----------------

£500,000 to £999,999	cost plus 3.0%
----------------------	----------------

£1,000,000 to £4,999,999	cost plus 2.75%
£5,000,000 to £10,000,000	cost plus 2.5%
> £10,000,000	cost plus 2.5%

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SCHEDULE 5

Annex 1

Budget format

P7

P8

P9

P10

P11

P12

P13

Total

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-	-	-	-	-	-	-

ing Cost for normal hours

SCHEDULE 6

Key Personnel

Part A - Management Key Personnel

Job title	Responsibilities
Services Manager	To lead the Operator's effort on this Contract, via a management team, to deliver excellent and safe service to the ferry users, high service reliability, good staff relations, appropriate maintenance standards, strong financial controls and business efficiency.

Part B - Operational Key Personnel

Job title	Responsibilities
Operations Manager	Direct management of all staff involved in the operation of the Woolwich Ferry Vessels, link spans and traffic control (embarkation and disembarkation) in full compliance with the Contract.
Assistant Operations Manager	Assist and deputise for the Operations Manager in the management of all staff involved in the operation of the Woolwich Ferry vessels, link spans and traffic control (embarkation and disembarkation) in full compliance with the Contract and to share working shifts to cover the operational hours with the Operations Manager.
Workshop Manager	Direct management of all staff, resources and materials necessary to deliver the Maintenance Services and to maintain continuity of the Operational Services.

SCHEDULE 7

Employees

1. Interpretation

The definitions and rules of interpretation in this paragraph apply in this Schedule 7.

- “ACAS”** the Advisory Conciliation Arbitration Service or any successor body;
- “Claims”** has the meaning accorded to it in paragraph 2.5 of this Schedule 7;
- “Code”** the Code of Practice on Workforce Matters in Local Authority Service Contracts as currently contained in DCLG Circular 3/03 Annex D;
- “Code Obligations”** the obligations of the Operator, which derive from the Code;
- “Employee Liability Information”** means in respect of each of the Employees:
- (a) the identity and age of the Employee;
 - (b) the Employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996);
 - (c) information about any disciplinary action taken against the Employee and any grievances raised by the Employee, where a code of practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes or any other applicable code of statutory procedure applied, within the previous two years;
 - (d) information about any court or tribunal case, claim or action either brought by the Employee against the Authority within the previous two years or where the Authority has reasonable grounds to believe that such action may be brought against the Operator arising out of the Employee's employment with the Authority; and
 - (e) information about any collective agreement which will have effect after the Services Commencement Date in relation to the Employee pursuant to Regulation 5(a) of the Employment Regulations;

“Operator’s Final Staff List”

means the list of all the Operator’s Personnel engaged in or wholly or mainly assigned to the provision of the Services or any part of the Services at the Service Transfer Date;

“Operator’s Provisional Staff List”

means a list prepared and updated by the Operator of all the Operator’s Personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of preparation of the list;

“Service Transfer”

has the meaning accorded to it in paragraph 3.1 of this Schedule 7;

“Service Transfer Date”

means the date on which the Services (or any part of the Services), for whatever reason transfer from the Operator to the Authority or any Replacement Operator;

“Staffing Information”

means in relation to all persons detailed on the Operator’s Provisional Staff List, such information as the Authority may reasonably request (subject to the Data Protection Legislation), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement and gender;
- (b) details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;
- (c) the identity of their employer or relevant contracting party;
- (d) their relevant notice periods and any other terms relating to termination of employment or engagement, including any redundancy procedures and contractual redundancy payment schemes;
- (e) the current wages, salaries, profit sharing, incentive and bonus arrangements applicable to them;
- (f) details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and customer car schemes applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work; and
- (i) copies of all relevant documents and materials

relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals).

2. **Transfer of Employees to the Operator at the Services Commencement Date**
- 2.1 The Authority and the Operator believe that, pursuant to the Employment Regulations, at the Services Commencement Date, the Operator will become the employer of the Employees.
- 2.2 As far as the Authority is aware:
 - 2.2.1 no persons are employed or engaged in the provision of the Services other than the Employees;
 - 2.2.2 none of the Employees has given or received notice terminating their employment or will be entitled to give notice as a result of the provisions of this Contract;
 - 2.2.3 full particulars of the terms of employment of all the Employees (including all remuneration, incentives, bonuses, expenses and other payments and benefits whatsoever payable other than the pension benefits of any Employees which have been disclosed to the Operator) have been disclosed to the Operator;
 - 2.2.4 the Outgoing Operator has provided the Employee Liability Information to the Operator regarding each of the Employees either in writing or by making it available to the Operator in a readily accessible form;
 - 2.2.5 the Employee Liability Information contains information as at a specified date not more than 14 days before the date on which the information was provided to the Operator;
 - 2.2.6 the Outgoing Operator has notified the Operator in writing of any change in the Employee Liability Information since the date on which it was provided; and
 - 2.2.7 the Employee Liability Information was provided not less than 14 days before the Services Commencement Date.
- 2.3 The Operator shall procure that its employees, agents and successors shall promptly:
 - 2.3.1 take such action in connection with the Claims as the Authority may from time to time reasonably request;
 - 2.3.2 provide free of charge all such assistance and information as the Authority may reasonably request relating to the Claims to enable the Claims to be pursued;
 - 2.3.3 subject to any restriction imposed by law provide the Authority, the Outgoing Operator, its legal and other advisers with access to

documents, records or other information held by the Operator relating to the Claims;

- 2.3.4 provide the Authority and/or its professional advisers and experts with access from time to time to such members of staff as may be necessary to assist the Authority and/or the Outgoing Operator with the preparation of its cases in relation to the Claims;
- 2.3.5 permit and require such employees as the Authority, the Outgoing Operator and/or their professional advisers may reasonably request to meet with the Authority, the Outgoing Operator and/or their legal advisers in normal working hours to prepare witness statements for trial, attend meetings with Counsel or experts and/or to attend any court hearing or trial in connection with the Claims for so long and as frequently as the Authority, the Outgoing Operator and/or their legal or other professional advisers may reasonably require;
- 2.3.6 provide such other assistance as the Authority and/or the Outgoing Operator may reasonably request in order to ensure the due and timely prosecution of the Claims;
- 2.3.7 resist in connection with the Claims any request for documents, information, access to relevant premises or to employees of the business by any third party without first informing the Authority and obtaining its agreement to any approval of the request; and
- 2.3.8 preserve and not waive legal professional privilege or any other privilege attaching to any of the documents or other information relating to the Claims in their possession without first obtaining the Authority's consent to such waiver, such consent not to be unreasonably withheld.

2.4 All salaries and other emoluments including holiday pay, taxation and National Insurance contributions and contributions to retirement benefit schemes relating to the Employees shall be borne by the Outgoing Operator up to and including the Services Commencement Date and by the Operator with effect from the Services Commencement Date. The Operator shall not make any material change to salaries or increase salaries retrospectively without the Authority's prior written approval.

5 The Operator shall indemnify the Authority in full for and against all claims, costs expenses or liabilities whatsoever and howsoever arising incurred or suffered by the Authority including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

- 2.5.1 any failure by the Operator to comply with its obligations pursuant to the Employment Regulations;
- 2.5.2 any claim by an Employee that the transfer on the Services Commencement Date would involve a substantial change in working conditions to the material detriment of the Employee; and
- 2.5.3 anything done or omitted to be done by the Operator in respect of any of the Employees whether before or after the Services Commencement Date,

which together shall be referred to as the "Claims".

2.6 During the currency of this Contract the Operator shall provide to the Authority any information the Authority may reasonably require relating to any individual employed, assigned or engaged in providing the services under this Contract (subject to the Data Protection Legislation).

3. Employment Exit Provisions

3.1 This Contract envisages that subsequent to the Contract Commencement Date, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this Contract, or part, or otherwise) resulting in a transfer of the Services in whole or in part ("Service Transfer"). If a Service Transfer is a relevant transfer for the purposes of the Employment Regulations then in such event, the Authority or a Replacement Operator would inherit liabilities in respect of the Transferring Employees. Accordingly if the Employment Regulations apply on a Service Transfer the provisions in paragraph 3.6 to paragraph 3.9 of this Schedule 7 shall apply. Paragraph 3.12 of this Schedule 7 shall apply to a Service Transfer which is not a relevant transfer for the purposes of the Employment Regulations. For the avoidance of doubt, all other paragraphs in this paragraph 3 of this Schedule 7 shall apply to all Service Transfers, whether or not the Employment Regulations apply.

3.2 The Operator agrees that, subject to compliance with the Data Protection Legislation for the duration of this Contract on receipt of a written request of the Authority at any time, it shall provide the Operator's Provisional Staff List and the Staffing Information to the Authority or, at the direction of the Authority, to a Replacement Operator and it shall provide an updated Operator's Provisional Staff List when reasonably requested by the Authority or any Replacement Operator:

3.2.1 at least 14 days prior to the Service Transfer Date, the Operator shall prepare and provide to the Authority and/or, at the direction of the Authority, to the Replacement Operator, the Operator's Final Staff List, which shall be complete and accurate in all material respects. The Operator's Final Staff List shall identify which of the Operator's Personnel named are Transferring Employees;

3.2.2 the Authority shall be permitted to use and disclose the Operator's Provisional Staff List, the Operator's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Operator for any services which are substantially of the same type of services (or any part thereof) as the Services;

3.2.3 upon reasonable request by the Authority the Operator shall provide to the Authority or at the request of the Authority, the Replacement Operator, with access (on reasonable notice and during normal working hours) to such employment records (and provide responses to the Authority reasonably requests.

3.3 The Operator warrants that the Operator's Provisional Staff List, the Operator's Final Staff List and the Staffing Information will be true and accurate in all material respects.

3.4 During the period of this Contract, the Operator agrees that it shall not without the prior written consent of the Authority, assign any person to the provision of the Services (or the relevant part) which is the subject of a Service Transfer who is not listed in the Operator's Provisional Staff List and shall not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):

3.4.1 increase the total number of employees listed on the Operator's Provisional Staff List save for fulfilling assignments and projects previously scheduled and agreed with the Authority;

3.4.2 make, propose or permit any changes to the terms and conditions of employment of any employees listed on the Operator's Provisional Staff List;

3.4.3 increase the proportion of working time spent on the Services (or the relevant part) by any of the Operator's Personnel save for fulfilling assignments and projects previously scheduled and agreed with the Authority;

3.4.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Operator's Provisional Staff List; and

3.4.5 replace any of the Operator's Personnel listed on the Operator's Provisional Staff List or deploy any other person to perform the Services (or the relevant part) or increase the number of employees or terminate or give notice to terminate the employment or contracts of any persons on the Operator's Provisional Staff List.

The Operator will promptly notify the Authority or, at the direction of the Authority, the Replacement Operator of any notice to terminate employment received from any persons listed on the Operator's Provisional Staff List regardless of when such notice takes effect.

3.5 At least 14 days before the expected Service Transfer Date, the Operator shall provide to the Authority or any Replacement Operator, in respect of each person (subject to compliance with Data Protection Legislation) on the Operator's Final Staff List who is a Transferring Employee, their:

3.5.1 pay slip data for the most recent month;

3.5.2 cumulative pay for tax and pension purposes;

3.5.3 cumulative tax paid;

3.5.4 tax code;

3.5.5 voluntary deductions from pay; and

3.5.6 bank or building society account details for payroll purposes.

3.6 In connection with a relevant transfer to which the Employment Regulations apply, the parties agree that:

3.6.1 the Operator shall perform and discharge all its obligations in respect of all the Transferring Employees and their representatives for its own account up to and including the Service Transfer Date. The Operator shall indemnify the Authority and any Replacement Operator in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Authority or any Replacement Operator including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

- 3.6.1.1 the Operator's failure to perform and discharge any such obligation;
- 3.6.1.2 any act or omission by the Operator on or before the Service Transfer Date or any other matter, event or circumstance occurring before the Service Transfer Date;
- 3.6.1.3 all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) payable in respect of any period on or before the Service Transfer Date;
- 3.6.1.4 any claim arising out of the provision of, or proposal by the Operator to offer any change to any benefit, term or condition or working condition of any Transferring Employee arising on or before the Service Transfer Date;
- 3.6.1.5 any claim made by or in respect of any person employed or formerly employed by the Operator other than a Transferring Employee for which it is alleged the Authority or any Replacement Operator may be liable by virtue of this Contract and/or the Employment Regulations;
- 3.6.1.6 any act or omission of the Operator in relation to its obligations under Regulation 11 of the Employment Regulations, or in respect of an award of compensation under Regulation 12 of the Employment Regulations except to the extent that the liability arises from the Authority or Replacement Operator's failure to comply with Regulation 11 of the Employment Regulations; and
- 3.6.1.7 any statement communicated to or action done by the Operator or in respect of, any Transferring Employee on or before the Service Transfer Date regarding the Service Transfer which has not been agreed in advance with the Authority in writing.

3.7 The Operator shall indemnify the Authority and any Replacement Operator in respect of any claims arising from any act or omission of the Operator in relation to any other Operator's Personnel who is not a Transferring

Employee during any period whether before, on or after the Service Transfer Date.

- 3.8 The Authority shall indemnify the Operator against all claims arising from the Authority's or the Replacement Operator's failure to perform and discharge any obligation and against any Claims in respect of any Transferring Employees arising from or as a result of:
- 3.8.1 any act or omission by the Authority or the Replacement Operator relating to a Transferring Employee occurring on or after the Service Transfer Date; and
 - 3.8.2 all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contribution and otherwise) accrued and payable after the Service Transfer Date.
- 3.9 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any relevant transfer as a consequence of a Service Transfer will be fulfilled.
- 3.10 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to paragraphs 3.2 to paragraph 3.10 of this Schedule 7 to the extent necessary to ensure that any Replacement Operator shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Operator by the Operator or the Authority to the Operator under paragraph 3.2 to paragraph 3.10 in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
- 3.11 Notwithstanding paragraph 3.10, it is expressly agreed that the Parties may by agreement rescind or vary this Schedule 7 or any term of this Schedule 7 without the consent of any other person who has the right to enforce the terms of this Schedule 7 or the term in question notwithstanding that such rescission or variation may extinguish or alter that person's entitlement under that right.
- 3.12 If, in the event of a Service Transfer to which the Employment Regulations do not apply the following provisions shall apply:
- 3.12.1 the Authority or the Replacement Operator can, at its discretion, make to any of the employees listed on the Operator's Provisional Staff List or any Operator's Personnel assigned to the Services an offer, in writing, to employ that employee under a new contract of employment to take effect at the earliest reasonable opportunity;
 - 3.12.2 when the offer has been made by the Authority or Replacement Operator and accepted by any employee or worker, the Operator shall permit the employee or worker to leave his or her employment, as soon as practicable depending on the business needs of the Operator which could be without the employee or worker having worked his full notice period, if the employee so requests and where operational obligations allow;

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- 3.12.3 if the employee does not accept an offer of employment made by the Authority or Replacement Operator, the employee shall remain employed by the Operator and all claims in relation to the employee shall remain with the Operator; and
- 3.12.4 if the Authority or the Replacement Operator does not make an offer to any employee on the Operator's Provisional Staff List or any Operator's Personnel, then that employee and all claims in relation to that employee remains with the Operator.

4. **New Employees**

- 4.1 The Authority and the Operator shall have regard to the Code in interpreting and applying the Code Obligations.
- 4.2 Subject to paragraph 4.1, the Operator shall procure that any New Employees shall be employed on terms and conditions of employment which are, overall fair and reasonable and no less favourable than those of the Employees engaged in the provision of the Services who are working alongside and holding the same or a similar position to that of the New Employees.
- 4.3 The Operator shall procure that any relevant sub-contractor shall consult with the recognised trade unions and where there is no recognised trade union any other employee representative body on the terms to be offered to the New Employees pursuant to paragraph 4.2.
- 4.4 In addition to its obligations under paragraph 4.2, the Operator shall procure that the New Employees are offered either:
 - 4.4.1 membership of the LGPS where the employer has Admission Body status within the LGPS and makes the requisite contributions; or
 - 4.4.2 membership of a good quality employer pension scheme, being either:
 - 4.4.2.1 a contracted-out final salary based defined benefit pension scheme; or
 - 4.4.2.2 a defined contribution scheme under which the employer must match employee contributions up to six per cent (6%); or
 - 4.4.2.3 a stakeholder pension scheme, under which the employer matches employee contributions up to six per cent.
- 4.5 During the term of this Contract, the Operator shall on request of the Authority provide or procure that the Authority is provided with such clear and complete information as soon as reasonably practicable, including the terms and conditions of employment of the Transferring Employees and New Employees, where this is required to monitor the Operator's compliance with its Code Obligations.

- 4.6 The Operator shall and shall procure that any relevant sub-contractor shall support any central Government sponsored review and monitoring programme on the impact of the Code and on request by the Authority provide the Authority with such accurate and complete information as soon as reasonably practicable in order to assist the Authority in doing this.
- 4.7 The Authority and the Operator shall in the first instance seek to resolve by discussions between them any complaints from any employee or any recognised trade union in relation to compliance by the Operator and any sub-contractor of its Code Obligations.
- 4.8 Where it appears to the Authority or the Operator that it is not possible to resolve the matter by continuing discussions between them pursuant to paragraph 4.7 or where an employee of the Operator or any recognised trade union writes to the Authority to confirm that it has been unable to resolve its complaint directly with the Operator or any sub-contractor in relation to the Operator's Code Obligations:
- 4.8.1 the Authority shall first write to the Operator to seek an explanation for the alleged failure by the Operator to comply with its Code Obligations. The Operator shall or shall procure that the relevant sub-contractor provide such an explanation in writing within five (5) Working Days of receipt of the request from the Authority;
 - 4.8.2 if the response provided by the Operator or any sub-contractor satisfies the Authority that the Code Obligations have been met, then the Authority will inform the complainant of this and the matter will be deemed to have been concluded; and
 - 4.8.3 in the event that the Authority is not satisfied with the response provided by the Operator or any sub-contractor the Authority shall write to the Operator within five (5) Working Days to require the Operator to take immediate action to resolve this dispute.

xxx	Deckhand	FT	36	£20,241.52	Weekly
xxx	Deckhand	FT	36	£20,241.52	Weekly
xxx	Deckhand	FT	36	£20,241.52	Monthly
xxx	Deckhand	FT	36	£20,241.52	Monthly
xxx	Deckhand	FT	36	£20,241.52	Monthly
xxx	Electrician	FT	36	£30,522.44	Weekly
xxx	Electrician	FT	36	£29,580.00	Monthly
xxx	Electrician	FT	36	£30,999.96	Monthly
xxx	Engineer	FT	35	£41,594.40	Monthly
xxx	Engineer	FT	35	£41,594.40	Monthly
xxx	Engineer	FT	35	£41,594.40	Monthly
xxx	Engineer	FT	35	£41,594.40	Monthly
xxx	Engineer	FT	36	£41,594.40	Monthly
xxx	Engineer	FT	35	£41,594.40	Monthly
xxx	Engineer	FT	35	£41,594.40	Monthly
xxx	Fitter	FT	36	£26,612.56	Weekly
xxx	Fitter	FT	36	£26,612.56	Weekly
xxx	Fitter	FT	36	£26,612.56	Weekly
xxx	Fitter	FT	36	£26,612.56	Weekly
xxx	Fitter	FT	36	£26,612.56	Weekly
xxx	Fitter	FT	36	£26,612.56	Weekly
xxx	Fitter	FT	36	£26,625.00	Monthly
xxx	Health & Safety Officer	FT	37	£34,665.00	Monthly
xxx	Marine Wrkshp Manager	FT	35	£43,917.48	Monthly
xxx	Mate	FT	35	£38,529.36	Monthly
xxx	Mate	FT	35	£38,529.36	Monthly
xxx	Mate	FT	36	£38,529.36	Monthly
xxx	Mate	FT	35	£38,529.36	Monthly
xxx	Mate	FT	35	£38,529.36	Monthly
xxx	Operations Manager	FT	35	£52,801.68	Monthly
xxx	Painter	FT	36	£20,932.08	Weekly
xxx	Painter	FT	36	£20,932.08	Weekly
xxx	Plumber	FT	36	£27,452.36	Weekly
xxx	Plumber	FT	36	£27,452.36	Weekly
xxx	Rigger	FT	36	£24,005.16	Monthly
xxx	S.S.E.W	FT	35	£22,947.08	Weekly
xxx	S.S.E.W	FT	35	£21,466.64	Weekly
xxx	S.S.E.W	FT	35	£21,466.64	Weekly
xxx	S.S.E.W	FT	35	£18,828.96	Monthly
xxx	Senior Admin Officer	FT	35	£32,222.04	Monthly
xxx	Senior Store-Keeper	FT	35	£34,184.16	Monthly
xxx	Shipwright	FT	36	£26,612.56	Weekly
xxx	Shipwright	FT	36	£26,612.56	Weekly

xxx	SNR Deckhand	FT	36	£24,039.05	Weekly
xxx	SNR Deckhand	FT	36	£24,039.08	Weekly
xxx	SNR Deckhand	FT	36	£24,039.08	Weekly
xxx	SNR Deckhand	FT	36	£24,039.08	Weekly
xxx	SNR Deckhand	FT	36	£24,039.08	Weekly
xxx	SNR Deckhand	FT	36	£24,039.08	Weekly
xxx	SNR Deckhand	FT	36	£24,039.08	Weekly
xxx	SNR Deckhand	FT	36	£24,039.08	Weekly
xxx	SNR Deckhand	FT	36	£24,039.08	Weekly
xxx	SNR Deckhand	FT	36	£24,039.08	Weekly
xxx	Traffic Controller	FT	35	£26,122.72	Weekly
xxx	Traffic Controller	FT	35	£26,122.72	Weekly
xxx	Traffic Controller	FT	35	£26,122.72	Weekly
xxx	Traffic Controller	FT	35	£26,122.72	Weekly
xxx	Traffic Controller	FT	35	£26,122.72	Weekly
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xxx	Traffic Controller	FT	35	£26,122.72	Weekly
xxx	Traffic Controller	FT	35	£26,122.72	Weekly

SCHEDULE 8

Bulk Transfer Terms

1. Interpretation and Definitions

1.1 In this Schedule, unless the context otherwise requires, the following terms shall have the meanings given to them below:

"Actuary's Letter"	Where this Schedule applies on a Cessation Date the letter will be agreed with the Administering Authority's Actuary at the relevant time;
"Administering Authority's Actuary"	means the actuary appointed by the Administering Authority for the purposes of this Schedule;
"AVCs"	means AVCs or SCAVCs as defined in the regulations governing the LGPS;
"Due Date"	means the date 20 days after the last of the conditions in paragraph 3.6 of this Schedule has been satisfied;
"Fund"	means the fund within the LGPS administered by the Administering Authority;
"Operator's Actuary"	means the actuary appointed by the Operator for the purposes of this Schedule;
"Operator's Scheme"	means the pension scheme or schemes nominated by the Operator in accordance with clause 14.7.1 of this Contract;
"Transfer Amount"	means the amount or amounts referred to in paragraph 3.1 of this Schedule;
"Transferring Member"	means an Eligible Employee who agrees to a transfer of benefits being made for him or her from the Fund to the Operator's Scheme under paragraph 2.1 of this Schedule.

The Operator's Scheme

The Operator shall invite each Eligible Employee who joins the Operator's Scheme in accordance with clause 14.7.2.1 of this Contract to consent to a transfer of benefits being made for him from the Fund to the Operator's Scheme. The Operator must issue this invitation no later than one month after the Relevant Transfer Date or Cessation Date. The invitation must be in a form acceptable to the Administering Authority and which complies with any requirements of the regulations governing the LGPS. Any Eligible Employee wishing to consent to a transfer of benefits must notify the Operator of this consent in writing no later than three months after the date of the invitation. The Operator shall provide the Authority and the Administering Authority with the names of the Transferring Members no later than four months after the Relevant Transfer Date.

3. Transfer payment from the Fund

- 3.1 The Authority shall use reasonable endeavours to ensure that the Administering Authority transfers from the Fund to the Operator's Scheme on the Due Date an amount in respect of the relevant Transferring Members' service in the Fund before the Relevant Transfer Date calculated in accordance with the Actuary's Letter and the LGPS Regulations.
- 3.2 As soon as reasonably practicable following the Relevant Transfer Date, the Operator shall (and shall procure that each relevant sub-contractor shall) promptly provide all data within its possession or under its control which the Administering Authority and the Administering Authority's Actuary may require for the calculation of the Transfer Amount and shall warrant that this data is in all material respects true, complete and accurate.
- 3.3 The Authority shall use its reasonable endeavours to procure that:
- 3.3.1 as soon as reasonably practicable after the Administering Authority's Actuary has been provided with the necessary data and information, the Administering Authority's Actuary shall calculate the Transfer Amount in accordance with the Actuary's Letter and the LGPS Regulations; and
- 3.3.2 within one week of completing this calculation, the Administering Authority's Actuary shall notify the Operator's Actuary in writing of the particulars of the calculation and the data on which the calculation is based.
- 3.4 The Operator's Actuary will then have one month (or such longer period as the Parties may agree) from the date on which those particulars and data have been supplied to him in which to object in writing that the calculation is incorrect or not in accordance with the Actuary's Letter. The calculation shall be final and binding on the Parties if the Operator's Actuary raises no objection within this stated period.
- 3.5 If the Operator's Actuary objects in writing under paragraph 3.4 of the Schedule and the Administering Authority's Actuary and the Operator's Actuary cannot subsequently agree the Transfer Amount within one month (or such longer period as shall be agreed between the Parties) of the objection, then the amount shall be determined by an independent actuary to be nominated by the Administering Authority and the Operator jointly; if they cannot agree, by the President of the Institute of Actuaries on application by either Party. The independent actuary shall act as an expert and not as an arbitrator, and his decision shall be final and binding on the Parties. The independent actuary's costs shall be payable equally by the Administering Authority and the Operator.
- 3.6 Payment to the Operator's Scheme of the Transfer Amount shall be made on the following conditions:
- 3.6.1 the Transfer Amount has been agreed or determined in accordance with paragraphs 3.4 or 3.5 of this Schedule and in accordance with the LGPS Regulations;

- 3.6.2 the Operator and/or relevant sub-contractor has complied with all its obligations under this Schedule; and
- 3.6.3 the trustees of the Operator's Scheme have confirmed in writing that:
 - 3.6.3.1 a payment should be made in accordance with the regulations governing the LGPS and that they shall accept payment on the terms set out in paragraph 4 of this Schedule;
 - 3.6.3.2 they shall accept liability for each Transferring Member's accrued contracted out rights under the Fund; and
 - 3.6.3.3 they shall accept the Transfer Amount in full and final settlement of all claims against the Fund in respect of each Transferring Member.

4. Past service benefits

The Operator shall ensure that:

- 4.1 the Operator's Scheme provides in respect of each Transferring Member such benefits as the Administering Authority's Actuary certifies to be of actuarially equivalent value (in accordance with the Actuary's Letter) to the benefits which would have been payable under the LGPS in respect of the Transferring Member's service before the Relevant Transfer Date if he had remained a member of the LGPS; and
- 4.2 the Transfer Amount will, subject only to any HMRC limits that may still apply, be wholly applied in the Operator's Scheme for the provision of the benefits mentioned in paragraph 4.1 of this Schedule.

5. Additional voluntary contributions

Nothing in this Schedule shall apply to AVCs or to benefits secured by them. However, the Authority shall use reasonable endeavours to ensure that the assets representing each Transferring Member's AVCs in the Fund (if any) shall be transferred to the Operator's Scheme. The Operator shall (and shall procure that each relevant Sub-Contractor shall) ensure that the Operator's Scheme provides benefits for each relevant Transferring Member which are equivalent to the assets transferred.

No assistance

The Operator shall not encourage or initiate or assist or facilitate any action or provide any financial assistance for the purpose of requiring the Fund to pay an amount larger than the Transfer Amount to the Operator's Scheme in respect of the Transferring Members.

Exit Provisions

The Operator undertakes to the Authority (for the benefit of the Authority itself and for the Authority as agent and trustee for the benefit of the Eligible Employees that on:

- 7.1.1 the expiry or termination of this Contract; or
- 7.1.2 the employment of any Eligible Employee transferring to a New Employer in accordance with clause 14.11 of this Contract (or otherwise),

the Operator shall procure that the trustees of the Operator's Scheme offer bulk transfer terms in respect of the relevant Eligible Employees' service in the Operator's Scheme to the pension scheme of the Authority, any future service provider (or their sub-contractors) or any New Employer (as applicable) which are no less favourable (in the opinion of the Administering Authority's Actuary or an actuary appointed by the Authority) than the bulk transfer terms set out in the Actuary's Letter.

- 7.2 If the transfer payment paid by the trustees of the Operator's Scheme is less (in the opinion of the Administering Authority's Actuary or an actuary appointed by the Authority) than the transfer payment which would have been paid had paragraph 7.1 of this Schedule been complied with, the Operator shall pay to the Authority, any future service provider (or their sub-contractors) or any New Employer (as appropriate) (or as such person shall direct) the amount of the difference.

SCHEDULE 9

Lease

Dated

2012

- (1) LONDON RIVER SERVICES LIMITED
- (2) BRIGGS MARINE CONTRACTORS LIMITED

Lease

relating to premises known as land and buildings on the north side of the River Thames at North Woolwich, London E16 and land and buildings on the south side of the River Thames at Woolwich, London SE18 for use in connection with the Woolwich Ferry

CONTENTS

Lease Particulars

Clause		Page
1	INTERPRETATION	1
2	LETTING, TERM AND TERMINATION	5
3	RIGHTS AND RESERVATIONS	6
4	RENTS PAYABLE	8
5	COSTS AND OUTGOINGS	8
6	REPAIRS, MAINTENANCE AND ALTERATIONS	9
7	USE OF THE PREMISES	11
8	ASSIGNMENT, UNDERLETTING AND CHARGING	12
9	LEGISLATION AND PLANNING	12
10	ENVIRONMENTAL LAW	13
11	END OF THE TERM	14
12	DETERMINATION OF DISPUTES	14
13	LAND REGISTRY APPLICATIONS	14
14	ENFORCEMENT	14
15	EXECUTION	15

PARTICULARS

LAND REGISTRY PARTICULARS

LR1. Date of lease 2012

LR2. Title number(s)

LR2.1 Landlord's title number(s) TGL59956 and EGL554976

LR2.2 Other title numbers None

LR3. Parties to this lease

Landlord

LONDON RIVER SERVICES LIMITED
(registered number 03485723) whose
registered office is at Windsor House,
42-50 Victoria Street, London SW1H
0TL.

Tenant

BRIGGS MARINE CONTRACTORS
LIMITED (registered number
SC114978) whose registered office is at
Seaforth House, Seaforth Place,
Burntisland, Fife KY3 9AX.

LR4. Property

**In the case of a conflict between
this clause and the remainder of
this lease then, for the purposes of
registration, this clause shall
prevail.**

The premises (referred to in this Lease
as "the Premises") known as land and
buildings on the north side of the River
Thames, at North Woolwich, London
E16 (in the London Borough of
Newnham) and the land and buildings
on the south side of the River Thames
at Woolwich, London SE18 (in the
London Borough of Greenwich) shown
edged red on Plans 1 and 2 including
the following:

- all land, buildings, structures
and works in, on or over such
land;
- the main office building;
- the workshop building;
- the riggers workshop;
- all alterations, improvements
and additions made to those

premises during the Term;

- all landing stages and associated equipment;
- the four link spans (providing the land-to-Woolwich Ferry bridging);
- all jetties and roads connected to the linkspans;
- parking and queuing areas;
- fixed plant, equipment and machinery;
- flood gates; and
- all conduits serving those premises at any time during the Term for use in connection with The Woolwich Ferry;

but excluding the areas shown hatched blue on Plan 1.

LR5. Prescribed statements etc

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003

Not applicable.

LR5.2 This lease is made under, or by reference to, provisions of:

Not applicable.

LR6. Term for which the Property is leased

Approximately 84 months from and including 1 April 2013 (referred to in this Lease as "the Term Commencement Date")

To and including 31 March 2020.

(The term is referred to in this Lease as "the Contractual Term".)

LR7. Premium

None

LR8. Prohibitions or restrictions on disposing of this lease

This Lease contains a provision that prohibits or restricts dispositions.

LR9.	Rights of acquisition etc	
LR9.1	Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land	None
LR9.2	Tenant's covenant to (or offer to) surrender this lease	None
LR9.3	Landlord's contractual rights to acquire this lease	None
LR10.	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11.	Easements	
LR11.1	Easements granted by this lease for the benefit of the Property	None
LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property	The rights specified in clause 3.2.
LR12.	Estate rentcharge burdening the Property	None.
LR13.	Application for standard form of restriction	None
LR14.	Declaration of trust where there is more than one person comprising the Tenant	Not applicable

THIS LEASE is made on the date set out in **clause LR1** of the Land Registry Particulars

BETWEEN

- (1) the Landlord; and
- (2) the Tenant.

RECITALS

- (A) The Landlord owns the Premises.
- (B) The Landlord is required by Section 257 of the Greater London Authority Act of 1999 ("GLA") to operate a ferry boat across the River Thames.
- (C) The Tenant has agreed with the Landlord to enter into a services agreement on the date of this Lease to operate the ferry services and provide maintenance services in respect thereof ("the Services Agreement").
- (D) To enable the Tenant to fulfil its obligations in the Services Agreement the Landlord has agreed to grant this Lease of the Premises to the Tenant.

OPERATIVE PROVISIONS

1. **INTERPRETATION**

- 1.1 In this Lease, the following words and expressions have the following meanings:

"Authorised Use"

The use of the Premises in connection with the Woolwich Ferry including the operation and maintenance of the Ferry Vessels, the Ferry Structures and all associated infrastructure, in accordance with the terms of the Services Agreement only and not otherwise.

"Common Facilities"

all conduits, structures, walls, fences, roads, paths, works, services or facilities used in common by the Premises and any adjoining premises or by the owners and occupiers of them including any "party structures", "party walls", and "party fence walls" within the meaning of the Party Wall etc Act 1996

"Environmental Law"

all statutes, regulations and subordinate legislation, European laws, treaties and common law which at any time relate to the pollution or protection of the environment or harm to or the protection of human health and safety or the health of animals and plants

"Ferry Structures"

the link roads, accessways, bridge lift buildings and terminals which are to be operated by the Tenant in conjunction with the Authorised Use and as shown hatched blue on Plans 1 and 2.

"Ferry Vessels"	the three ferry boats known as "John Burns", "Ernest Bevin" and "James Newman" and two work boats known as "Ensign" and "Ferryman"
"Hazardous Material"	any substance, whether in solid, liquid or gaseous form, which is capable of causing harm to human health or to the environment whether on its own or in combination with any other substance
"Interest Rate"	the base lending rate from time to time of National Westminster Bank Plc or such other clearing bank nominated by the Landlord at any time or, if the clearing banks cease at any time to publish a base lending rate, such comparable rate of interest as the Landlord may reasonably determine
"Metropolitan Board of Works Act"	the Metropolitan Board of Works (Various Powers) Act 1885
"Moorings"	the moorings in the River Thames shown for identification only on Plan 3
"Plans"	plans 1, 2 and 3 annexed hereto at Annexure 1
"Principal Rent"	A peppercorn (if demanded).
"Rents"	the rents reserved and payable under clause 4.1
"Schedule of Condition"	a written and photographic schedule of condition recording the state and condition of the Premises and Ferry Structures and an electrical survey each annexed at Annexure 2 ;
"Services Agreement"	the services agreement to be entered into on the date hereof between the Landlord and the Tenant for the operation and maintenance of the Woolwich Ferry;
"Survey"	a mechanical survey of the Premises to be agreed pursuant to clause 6.2 ;
"Term"	the Contractual Term;
"TfL"	means Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
"TFL Group"	means TfL and all its subsidiaries (as defined in section 736 of the Companies Act 1985) from time to time together with Cross London Rail Links Limited (company number 04212657) and reference to any "member of the TfL Group" shall refer to TfL or any such

subsidiary;

"Waste"

any discarded, unwanted or surplus substance irrespective of whether it is capable of being recycled or recovered or has any value

"Woolwich Ferry"

the ferry in Woolwich established, maintained, operated and regulated by the Metropolitan Board of Works Act

"Woolwich Ferry Statutory Provisions"

all statutory obligations relating to the operation, maintenance and use of the Woolwich Ferry including, but not limited to the following:

- the Metropolitan Board of Works Act
- the Woolwich Ferry By-Laws 1969
- the Thames Tunnel (North and South Woolwich) Act 1909
- the Woolwich Ferry Order 1986
- the Woolwich Ferry Order 1989
- the Woolwich Ferry Order 2000

1.2 In this Lease:

- 1.2.1 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Lease;
- 1.2.2 except in relation to the Town and Country Planning (Use Classes) Order 1987, references to any statute or other legislation include references to any subsequent statute or legislation directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute or legislation and to all orders, by-laws, directions and notices made or served under them;
- 1.2.3 references to the Landlord, the Tenant or any Guarantor include their respective successors in title and, in the case of individuals, include their personal representatives;
- 1.2.4 the Landlord's obligations in this Lease do not bind any Landlord after it has disposed of its interest in the Premises and it will not be liable for any breach of the Landlord's obligations in this Lease arising after the date of that disposal;
- 1.2.5 references to the Premises include any part of them unless specific reference is made to the whole of them;
- 1.2.6 references to adjoining premises include any premises adjoining or near to the Premises and references to adjoining premises owned by the Landlord include any adjoining premises owned by the Landlord at any time during the Term;

- 1.2.7 references to this Lease include any deed or document which is supplemental to, varies or is ancillary to this Lease from time to time;
 - 1.2.8 references to the end of the Term include the determination of the Term before the end of the Contractual Term;
 - 1.2.9 "including" means "including, without limitation";
 - 1.2.10 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Landlord and all costs, damages, expenses, liabilities and losses incurred by the Landlord;
 - 1.2.11 references to the Tenant include, and the Tenant's covenants bind, any undertenant or other person in occupation of the Premises or deriving title under the Landlord, their successors in title, and any other person under the Tenant's or their control including employees, agents, workmen and invitees;
 - 1.2.12 references to the consent or approval of the Landlord include references to the consent or approval of any mortgagee or superior landlord of the landlord but without implying any obligation on their part that they will not unreasonably withhold their consent or approval;
 - 1.2.13 for the purposes of the Perpetuities and Accumulations Act 1964, references to the perpetuity period are to the period of 80 years from and including the date of this Lease;
 - 1.2.14 any covenant by the Tenant not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
 - 1.2.15 where the consent of the Landlord is required for any assignment, underletting, change of use or alterations, that consent may be given only by the completion of a licence executed as a deed containing the terms of the consent agreed between the parties unless the Landlord elects in writing to waive this requirement;
 - 1.2.16 where two or more people form a party to this Lease, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
 - 1.2.17 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease is to be unaffected.
- 1.3 The Particulars form part of this Lease and words and expressions set out in the Particulars are to be treated as defined terms in this Lease.
- 1.4 Subject to clause 1.5, any party who is not a party to this Lease shall have no rights under the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act") to enforce any term of this Lease notwithstanding that any such term may purpose to confer or may be construed as conferring a benefit on such third party. This does not affect any right or remedy of such third party which exists or is available apart from the Third Party Act.
- 1.5 The Third Party Act applies to this Lease to the effect that:

- 1.5.1 any member of the Tfl Group shall have the right to enforce any provision contained in this Lease against the Tenant to the extent that such provision confers a benefit or purports to confer a benefit on that member of the Tfl Group; and
- 1.5.2 any member of the Tfl Group shall be treated as a party to **clause 15** of this Lease in respect of any claim, question, dispute or difference whatsoever which shall arise between that member of the Tfl Group and the Tenant relating to the matters in respect of which it has a right of enforcement under **clause 1.5.1**.
- 1.6 This Lease is a "new tenancy" for the purposes of section 1 Landlord and Tenant (Covenants) Act 1995.

2. **LETTING, TERM AND TERMINATION**

- 2.1 The Landlord lets the Premises to the Tenant for the Contractual Term without title guarantee reserving the Rents.
- 2.2 The Tenant may quietly enjoy the Premises throughout the Term without any interruption by the Landlord or anyone lawfully claiming under or in trust for the Landlord.
- 2.3 The Landlord may enter onto the whole or any part of the Premises and by so doing end this Lease if:
- 2.3.1 the whole or any part of the Rents or any other sums due under this Lease remain unpaid more than fourteen days after the due date for payment, whether or not formally demanded;
- 2.3.2 the Tenant breaches any of its obligations in this Lease or in the Services Agreement;
- 2.3.3 the Tenant or any guarantor of the Tenant is unable to pay its debts within the meaning of the Insolvency Act 1986, goes into liquidation or bankruptcy, has an administrator appointed, has a receiver or administrative receiver appointed over the whole or any part of its assets, enters into any scheme of arrangement with its creditors in satisfaction or composition of its debt under the Insolvency Act 1986 or a winding-up order is made under Part IV of the Insolvency Act 1986, unless for the purpose of a solvent amalgamation or reconstruction of the company; or
- 2.3.4 this Lease is disclaimed by the Crown or by a liquidator or trustee in bankruptcy of the Tenant.
- 2.4 The Landlord and the Tenant agree to exclude the provisions of sections 24 to 28 Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease. The Tenant confirms that before the date of this Lease:
- 2.4.1 the Landlord served on the Tenant a notice ("the Notice") dated 5 September 2008 in relation to the tenancy created by this Lease in a form complying with the requirements of Schedule 1 to The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;
- 2.4.2 the Tenant, or a person duly authorised by the Tenant, in relation to the Notice made a statutory declaration ("the Declaration") dated 2008 in a form complying with the

requirements of Schedule 2 to The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003; and

- 2.4.3 where the Declaration was made by a person other than the Tenant, the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf.

If the Services Agreement is terminated or comes to an end (for whatever reason) this Lease shall terminate on the same date.

When this Lease ends it will be without prejudice to any outstanding claims between the Landlord and the Tenant or any Guarantor of the Tenant.

RIGHTS AND RESERVATIONS

The Premises are let together with the following rights for the benefit of the Tenant, so far as the Landlord is able to grant them to be enjoyed in common with the Landlord and any others entitled to use them:

- 3.1.1 to use and operate the Ferry Structures to enable the Tenant to use the Premises for the Authorised use;
- 3.1.2 the right to use the Moorings at all times for all purposes in connection with the Authorised Use only.

The following rights are reserved out of the letting for the benefit of the Landlord and any other person having express or implied authority from the Landlord to benefit from them:

- 3.2.1 to enter and remain upon so much as is necessary of the Premises and/or the Ferry Structures on not less than 48 hours' prior notice (except in case of emergency) with or without workmen, plant and equipment:
- 3.2.1.1 for any reason or purpose permitted under the Services Agreement;
 - 3.2.1.2 to ascertain whether the Tenant has complied with the Tenant's obligations under this Lease and/or the Services Agreement;
 - 3.2.1.3 to estimate the current value of the Premises and/or the Ferry Structures for insurance or any other purposes;
 - 3.2.1.4 to inspect and measure the Premises and/or the Ferry Structures for any purpose connected with the review of the Principal Rent or the renewal of this Lease;
 - 3.2.1.5 to inspect the state of repair and condition of the Premises and/or the Ferry Structures and prepare any Schedule of condition or dilapidations;
 - 3.2.1.6 to carry out any repairs, remove and make good any unauthorised alterations or carry out any works which the Tenant should have carried out in accordance with the Tenant's obligations under this Lease;

- 3.2.1.7 to take schedules or inventories of landlord's fixtures and other items to be returned to the Landlord at the end of the Term;
 - 3.2.1.8 to show the Premises and/or the Ferry Structures to prospective contractors to whom the Premises may be let or licensed at a future date;
 - 3.2.1.9 to carry out or permit the repair, maintenance, decoration, replacement, renewal and cleaning of any adjoining premises or any building or engineering works upon them; and
 - 3.2.1.10 to access and use the office premises referred to in **clause 3.2.2** below or to access the land shown coloured blue on Plan 1;
- 3.2.2 the right for the Landlord, London Borough of Greenwich, and any other person having their express or implied authority, to use an office in the administration block on the south side of the River Thames and located within such area shown edged red on Plan 1 as the Landlord shall notify the Tenant from time to time, 24 hours a day seven days a week, with or without workmen, plant or equipment together with all necessary rights to enter and remain upon such parts of the Premises as shall be necessary to use such office premises without being required to give any prior notice of the exercise of such rights;
- 3.2.3 the right during the perpetuity period to build on, alter, add to, redevelop or extend in any way any adjoining premises owned by the Landlord or to permit the owner of any adjoining premises to do so in relation to their property even though the access of light and air to the Premises may be affected and without being liable to pay any compensation to the Tenant;
- 3.2.4 to erect scaffolding outside the Premises in connection with the rights reserved in **clause 3.2** and any works to be carried out pursuant to those rights subject to the Landlord ensuring that the scaffolding does not materially prevent access to the Premises nor, so far as reasonably practicable having regard to the nature of scaffolding, materially interfere with the Tenant's use and enjoyment of the Premises;
- 3.2.5 the right during the perpetuity period to connect to and use any conduits within or passing through the Premises for the passage or transmission of utilities to and from any adjoining premises;
- 3.2.6 the right during the perpetuity period to install new conduits within the Premises and/or Ferry Structures and connect to them for the passage or transmission of utilities to and from any adjoining premises; and
- 3.2.7 support and protection from the Premises and/or Ferry Structures for any adjoining premises.
- 3.3 The Tenant is to permit the exercise of the rights reserved in **clause 3.2** and is not to obstruct or prevent these rights being exercised in accordance with the terms of this Lease.

The letting is made subject to and with the benefit of the title matters registered on title numbers TGL59956 and EGL554976.

So far as they are still subsisting, capable of taking effect and affect the Premises, the Tenant is to comply with the title matters set out in **clause 3.4** and is to indemnify the Landlord against any breach of them.

The letting is made subject to all rights of light and air and all other legal or equitable easements and rights belonging to or enjoyed by any other property.

This Lease does not confer upon the Tenant any rights or privileges over any other property except as expressly set out in this Lease and any rights implied by section 62 Law of Property Act 1925 or the rule in *Wheeldon v Burrows* are expressly excluded.

The Tenant is not to do or omit to do anything which results or might result in the creation of new rights or easements over the Premises or which results or might result in the loss of any rights or easements benefiting the Premises and is to comply, at its own cost, with any reasonable requirements of the Landlord to prevent their creation or loss.

RENTS PAYABLE

The Tenant is to pay the following Rents to the Landlord during the Term without making any legal or equitable set-off, counterclaim or deduction unless required to do so by law:

- 4.1.1 the Principal Rent on demand (if demanded); and
- 4.1.2 any other sums reserved as rent under this Lease, to be paid within 14 days of written demand.

The first payment of the Rents is to be made on the date of this Lease calculated on a daily basis for the periods for which the Rents are payable.

The Rents and any other sums payable under this Lease are exclusive of VAT. Where, under the terms of this Lease, a supply is made that is subject to VAT, the person receiving the supply is to pay the VAT to the person making the supply and a valid VAT invoice is to be issued by the person making the supply.

If the Tenant does not pay the Principal Rent on the due date for payment or any of the other Rents or sums due to the Landlord under this Lease, whether or not reserved as rent, within fourteen days of the due date for payment the Tenant is to pay interest on those sums, both after as well as before judgment, at 4% per annum above the Interest Rate for the period from and including the due date for payment to and including the date of actual payment.

The Landlord shall be entitled but not obliged at any time or times to set off any liability of the Landlord to the Tenant under the Services Agreement against any liability of the Tenant to the Landlord under this Lease.

COSTS AND OUTGOINGS

The Tenant is to pay all outgoings of whatever nature in relation to the Premises and/or Ferry Structures including business rates and utilities costs (including standing charges and taxes payable on utility costs) and a fair proportion, to be determined by the Landlord acting reasonably, of any which relate to the

Premises and/or Ferry Structures and any adjoining premises. This obligation does not require the Tenant to pay any such costs arising from any dealing by the Landlord with its interest in the Premises and/or Ferry Structures or to income or corporation tax payable by the Landlord on the Rents or any other sums due under this Lease.

- 5.2 The Tenant is to be responsible for and to indemnify the Landlord against all costs and expenses and any VAT payable on them for which the owner or occupier of the Premises and/or Ferry Structures is responsible in respect of the Common Facilities.
- 5.3 The Tenant is to use all reasonable endeavours to minimise all outgoings which are payable in respect of the Premises and/or Ferry Structures and is to act in accordance with any reasonable requirements of the Landlord in relation to all outgoings.
- 5.4 The Tenant is to pay to the Landlord as additional rent on demand the proper costs and expenses of the Landlord's solicitors, surveyors and other professional advisors and bailiff's fees and commissions including any irrecoverable VAT arising from:
 - 5.4.1 the preparation and service of any notice, and the taking of any proceedings by or on behalf of the Landlord under sections 146 or 147 Law of Property Act 1925 or under the Leasehold Property (Repairs) Act 1938, whether or not forfeiture is avoided by an order of the court;
 - 5.4.2 any application made by the Tenant for the Landlord's consent for or approval of any matter under this Lease whether or not consent or approval is given (unless the court determines that the Landlord has unreasonably withheld that consent or approval) or the application is withdrawn;
 - 5.4.3 the preparation and service of any notice or Schedule of dilapidations during or within six months after the end of the Term;
 - 5.4.4 the recovery of any arrears of the Rents; and
 - 5.4.5 the preparation and service by the Landlord of any notice under section 6 Law of Distress Amendment Act 1908 or section 17 Landlord and Tenant (Covenants) Act 1995.
- 5.5 To the extent that they are not covered by any policy of insurance maintained by the Landlord under this Lease or under the Services Agreement, the Tenant is to indemnify the Landlord in respect of any damage to or destruction of the Premises and/or Ferry Structures, any injury to or death of any person, damage to any property or the infringement, disturbance or destruction of any rights or easements or other matters arising from the state of repair and condition of the Premises and/or Ferry Structures or any Common Facilities resulting from the act, default or negligence of the Tenant.

6. **REPAIRS, MAINTENANCE AND ALTERATIONS**

- 6.1 The Tenant is to:
 - 6.1.1 keep the Premises and Ferry Structures and all tenant's and trade fixtures in good and substantial repair and condition and, when necessary, renew or replace them but the Tenant is not obliged to put

the Premises or Ferry Structures into any better condition than that evidenced by the Schedule of Condition and the Survey and is not obliged to reinstate any damage caused by a risk covered by the Primary Insurances in respect of the Premises to be maintained by the Landlord under the Services Contract. The Tenant is also to keep the Premises and Ferry Structures regularly and properly cleaned internally and externally with the internal and external surfaces of all windows, members of the public have access being cleaned at least once a month;

- 6.1.2 renew and replace any landlord's fixtures and conduits forming part of the Premises or Ferry Structures which become incapable of repair or cease to operate correctly with fixtures and conduits of equivalent modern specification and quality as those which they replace;
- 6.1.3 keep any parts of the Premises and Ferry Structures that are not built on clean and tidy and free from weeds with any landscaped areas planted and well tended and any parking spaces, roads, pavements and service areas properly surfaced.

As soon as reasonably practicable after the date of this Lease, the Landlord and the Tenant are to use all reasonable endeavours to procure and agree the Survey which is to be agreed by no later than the Term Commencement Date. As soon as the Survey has been agreed pursuant to this **clause 6.2**, such Survey shall be signed by the Landlord and the Tenant, dated and recorded as being the Survey referred to in this Lease.

Following the service of any notice, whether by the Landlord or any public authority, the Tenant is to commence carrying out any repairs or other works to the Premises and/or Ferry Structures required by that notice within the period specified in the notice or, if no period is specified, within a reasonable period after the receipt of the notice and is thereafter to complete the works as soon as reasonably possible. The Landlord may serve notice under this **clause 6.2** only to specify repairs or other works that are required to remedy any breach by the Tenant of its obligations under this Lease.

If the Tenant does not comply with **clause 6.2**, the Tenant is to permit the Landlord to enter and remain upon the Premises and/or Ferry Structures with or without workmen, plant and materials to carry out the repairs or other works required. The costs incurred by the Landlord in carrying out the repairs or other works are to be paid by the Tenant to the Landlord on demand as a debt and not as rent together with interest on those costs at 4% per annum above the Interest Rate calculated from and including the date on which the Landlord incurred them to and including the date on which they are paid.

The Tenant is to take any action that the Landlord may properly and reasonably require in respect of any defects in the Premises and/or Ferry Structures which might give rise to a duty or liability on the part of the Landlord under the Defective Premises Act 1972, any other statutory provision or at common law including but not limited to the Woolwich Ferry Statutory Provisions.

The Tenant is not to carry out any alterations or additions to the Premises or Ferry Structures unless expressly permitted to do so by this **clause 6**.

- 6.7 The Tenant may carry out non-structural alterations to the Premises with the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 6.8 The Tenant is to carry out any repairs, decoration and alterations in a good and workmanlike manner to the reasonable satisfaction of the Landlord, with good and proper materials, in accordance with good building practice and in accordance with the requirements of all legislation affecting the works or the means by which they are carried out.
- 6.9 If the Tenant carries out any alterations or additions to the Premises or Ferry Structures in breach of its obligations in this Lease, the Landlord may, at the Tenant's cost, enter and remain upon the Premises and/or Ferry Structures with or without workmen, plant and materials and remove the alterations or additions made to the Premises and/or Ferry Structures and restore the Premises and/or Ferry Structures to the configuration in which they were before the alterations or conditions were carried out. The costs incurred by the Landlord in doing so are to be paid by the Tenant to the Landlord on demand as a debt and not as rent together with interest on those costs at 4% per annum above the Interest Rate calculated from and including the date on which the Landlord incurred them to and including the date on which they are paid.
- 6.10 Unless and to the extent that the Landlord notifies the Tenant in writing not to do so, the Tenant is to reinstate all alterations and additions to the Premises or Ferry Structures before the end of the Term, including any fitting-out works carried out by the Tenant before the Term, and return the Premises and/or Ferry Structures to the configuration in which the Tenant first received them.

7. USE OF THE PREMISES

- 7.1 The Tenant is to use the Premises and Ferry Structures only for the Authorised Use.
- 7.2 The Tenant is not to use the Premises or Ferry Structures:
- 7.2.1 for any commercial or profit-making ferry boat services;
 - 7.2.2 for any illegal or immoral purpose or any lewd, obscene or pornographic nature or any activity which in the reasonable opinion of the Landlord is of such nature;
 - 7.2.3 the office areas as offices to which members of the public are admitted or for any public meeting;
 - 7.2.4 for any auction, for the manufacture, sale or consumption of alcohol or for the retail sale of any goods;
 - 7.2.5 for the preparation or cooking of food other than for staff catering facilities ancillary to the Authorised Use;
 - 7.2.6 as a club, amusement arcade or for any betting transaction within the meaning of the Betting Gaming and Lotteries Act 1963;
 - 7.2.7 in a manner which creates a legal nuisance, damage or annoyance to the Landlord or any tenants or occupiers of any adjoining premises; or
 - 7.2.8 for residential purposes or for any political or religious use.

7.3 The Tenant is not to:

- 7.3.1 overload the floors, ceilings or walls of any buildings on the Premises and/or Ferry Structures or obstruct or misuse any conduits within or serving the Premises and/or Ferry Structures or the Common Facilities;
- 7.3.2 allow any hazardous or contaminative materials to escape into the ground or any watercourse whether or not they form part of the Premises and/or Ferry Structures;
- 7.3.3 place, affix or display any sign, advertisement, notice, placard, poster, flag, notification or display on the Premises and/or Ferry Structures except as may be required in relation to the Woolwich Ferry and as is approved by the Landlord (such approval not to be unreasonably withheld or delayed);
- 7.3.4 store, keep or stack any goods, materials, plant, equipment, waste or rubbish or containers for any of them on any unbuilt areas of the Premises or Ferry Structures except for bins for waste or rubbish in properly screened areas;
- 7.3.5 burn rubbish or waste materials or any other combustible matter on the Premises or Ferry Structures;
- 7.3.6 emit any smoke, fumes or smells from the Premises or Ferry Structures; or
- 7.3.7 affix any awning, mast, flagpole, aerial, satellite dish or any other fixture on the outside of the Premises or Ferry Structures.

4 The Landlord gives no warranty to the Tenant that the Authorised Use is or will remain a lawful or permitted use for the Premises or Ferry Structures under planning legislation.

5 The Tenant is to comply with all provision in the Services Agreement relating to the Premises and Ferry Structures.

ASSIGNMENT, UNDERLETTING AND CHARGING

1 The Tenant is not to assign, underlet, part with possession or share occupation of the whole or any part of the Premises, hold the whole or any part of the Premises on trust for any other person, or enter in any agreement to do so except and to the extent that it is expressly permitted to do so by the terms of this Lease.

2 The Tenant is not to create any charge, whether legal or equitable, over the whole or part only of the Premises.

LEGISLATION AND PLANNING

The Tenant is to comply with all statutes, other legislation and any notice, order, proposal, requisition, direction or other communication from any public authority in respect of the Premises and Ferry Structures, their use and occupation or the carrying out of any works to the Premises and Ferry Structures including but not limited to the Woolwich Ferry Statutory Provisions and indemnify the Landlord against any breach of this obligation.

- 9.2 The Tenant is to comply with all requirements and reasonable recommendations of any public authority and the Landlord's insurers relating to fire prevention and fire precautions including the installation, maintenance and testing of fire sprinklers, fire alarm systems, fire extinguishers and all other equipment or systems for detecting and extinguishing fires.
- 9.3 If the Tenant receives any notice, order, proposal, requisition, direction or other communication from any public authority or third party affecting or likely to affect the Premises and Ferry Structures, their use and occupation or the carrying out of any works to the Premises and Ferry Structures, the Tenant is at its own cost immediately to provide a copy to the Landlord and at the request of the Landlord to make or join in with the Landlord in making any representations or objections in respect of these matters as the Landlord may reasonably require.
- 9.4 The Tenant is not to apply for planning permission under any legislation relating to town and country planning or implement any planning permission without the prior written consent of the Landlord. Consent will not be unreasonably withheld or delayed where the requirement for planning permission arises in respect of any act, matter or thing for which:
- 9.4.1 the Landlord's consent is required under this Lease and that consent cannot be unreasonably withheld or delayed; or
- 9.4.2 the Landlord's consent is not required under this Lease.
- 9.5 If the Tenant has begun to implement a planning permission in respect of the Premises, it is to carry out and complete before the end of the Term any works permitted or required under that planning permission.
- 9.6 The Tenant is not to enter into any planning agreement with the local authority or any other person in relation to the Premises, their use or their development.

10. **ENVIRONMENTAL LAW**

- 10.1 The Tenant is to comply with all requirements of Environmental Law and is to obtain all necessary permits, licences, consents, registrations, authorisations or exemptions from any relevant statutory authority which are required for the use of the Premises and Ferry Structures including for the production, storage, use, handling or disposal of any Hazardous Material or Waste PROVIDED THAT the Tenant shall not be liable for any contamination or Hazardous Material which exists at the date of this Lease or occurs after the date of this Lease other than due to any act or default of the Tenant during the Term.
- 10.2 The Tenant is at its own cost:
- 10.2.1 to supply the Landlord with copies of all notices, directions, reports or correspondence concerning any contamination of the Premises and Ferry Structures or any migration or other escape of Hazardous Materials or Waste which may result in proceeding being taken or threatened under Environmental Law; and
- 10.2.2 to take and complete promptly and diligently all actions or precautions required by such notice, direction, report or correspondence.
- 10.3 The Tenant is not to do or omit to do anything that would or may cause any Hazardous Materials or Waste to escape, leak or be spilled or deposited on the

Premises or Ferry Structures, discharged from the Premises or Ferry Structures or migrate to or from the Premises or Ferry Structures.

10.4 The Tenant is to permit the Landlord and its employees and agents at all reasonable times after giving to the Tenant 48 hours written notice, except in an emergency, to enter the Premises and/or Ferry Structures to undertake investigations (including the taking of samples) in, on or under the Premises and/or Ferry Structures to ascertain the condition of the Premises and/or Ferry Structures and the nature, extent and mobility of Hazardous Materials or Waste in, on or under the Premises.

11. **END OF THE TERM**

11.1 At the end of the Term, the Tenant is to return the Premises and Ferry Structures to the Landlord with vacant possession, cleaned and in the state of repair, condition and decoration required by this Lease.

11.2 If the Tenant has not removed all of its property from the Premises and Ferry Structures within one week after the end of the Term:

11.2.1 the Landlord may sell that property as the agent of the Tenant and the Landlord is to pay or account to the Tenant on demand for the sale proceeds after deducting the costs of transportation, storage and sale reasonably incurred by the Landlord; and

11.2.2 the Tenant is to indemnify the Landlord against any liability of the Landlord to any third party whose property is sold in the mistaken belief held in good faith that the property belonged to the Tenant.

11.3 Subject to the provisions of any legislation which prevents or restricts such an agreement, the Tenant is not entitled to any compensation under statute or otherwise at the end of the Term.

12. **DETERMINATION OF DISPUTES**

12.1 Any dispute between the parties shall be resolved in accordance with the dispute resolution procedure set out in clause 29 of the Services Agreement.

13. **LAND REGISTRY APPLICATIONS**

13.1 At the end of the Term, the Tenant is to return the original Lease to the Landlord and use all reasonable endeavours to assist the Landlord in removing any notice of the Lease and the rights reserved by it from the title number(s) set out in **clauses LR2.1 and LR2.2** of the Land Registry Particulars.

13.2 The Landlord has not deduced title to the Premises to the Tenant and the operation of section 44(4A) Law of Property Act 1925 is excluded from this Lease.

13.3 The Landlord will not be liable to the Tenant for any failure by the Tenant to register or note this Lease at the Land Registry.

14. **ENFORCEMENT**

14.1 This Lease is to be governed by and interpreted in accordance with English law.

- 14.2 Any notice under this Lease is to be served in writing in accordance with section 196 Law of Property Act 1925.
- 14.3 The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Lease. This clause operates for the benefit of the Landlord who retains the right to sue the Tenant and any Guarantor and enforce any judgment against the Tenant or any Guarantor in the courts of any competent jurisdiction.

15. **EXECUTION**

The parties have executed this Lease as a deed and it is delivered on the date set out in **clause LR1** of the Land Registry Particulars.

ANNEXURE 1

Plans 1, 2 and 3

ANNEXURE 2
Schedule of Condition

EXECUTED as a deed by affixing
the common seal of
LONDON RIVER SERVICES LIMITED
in the presence of:

)
)
)
)

Director

Director / Secretary

SIGNED as a deed by
BRIGGS MARINE
CONTRACTORS LIMITED
acting by a director and its secretary
or two directors

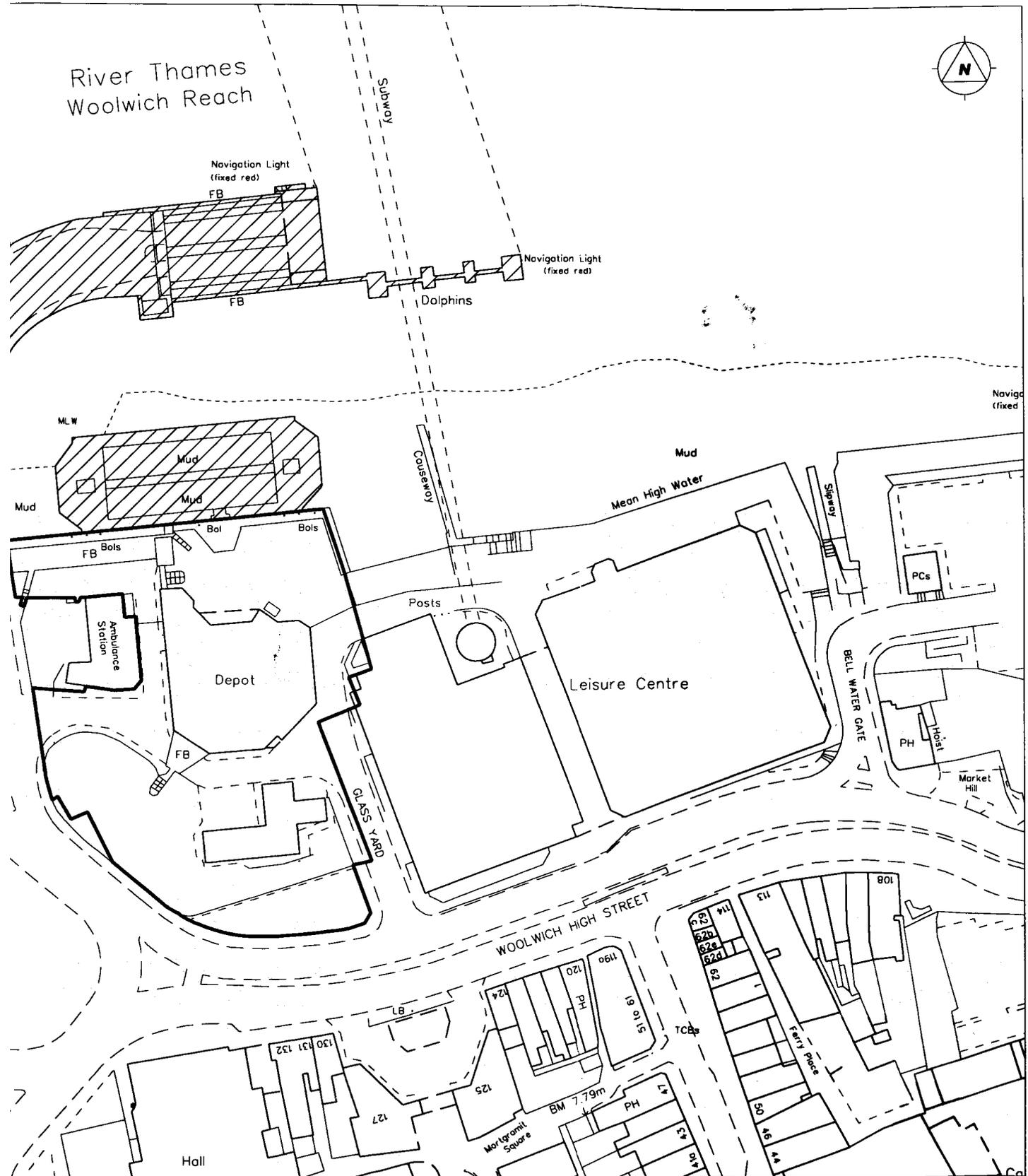
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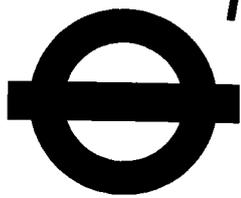
Director

Director / Secretary

**FRY SOUTH SIDE
PLAN 1**

Date : 03/09/2008
Initials : CV
Drg No. : GH/WLCHFRY/02
Rev : A
Scale : 1:1250 @ A3



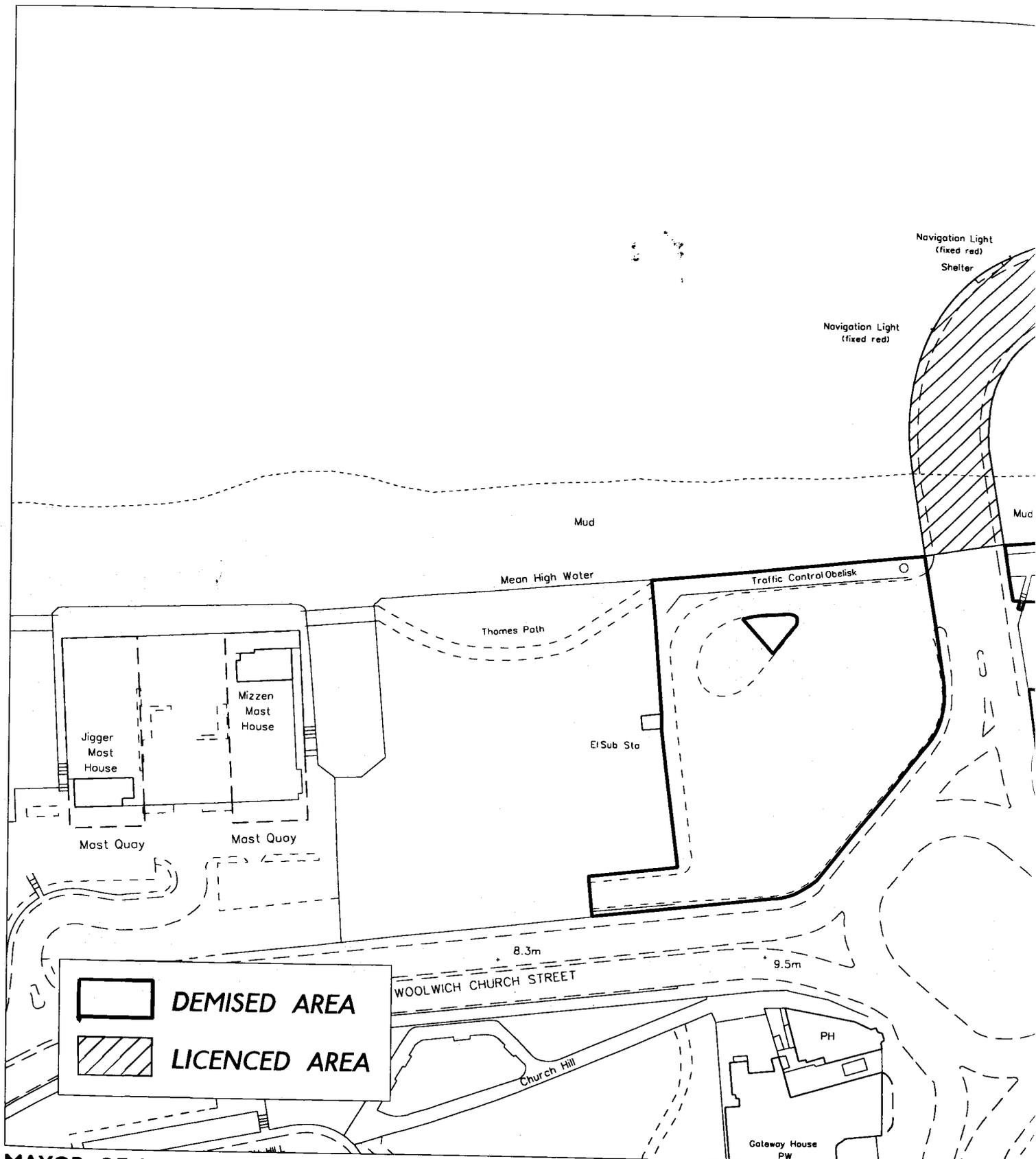


Transport for London

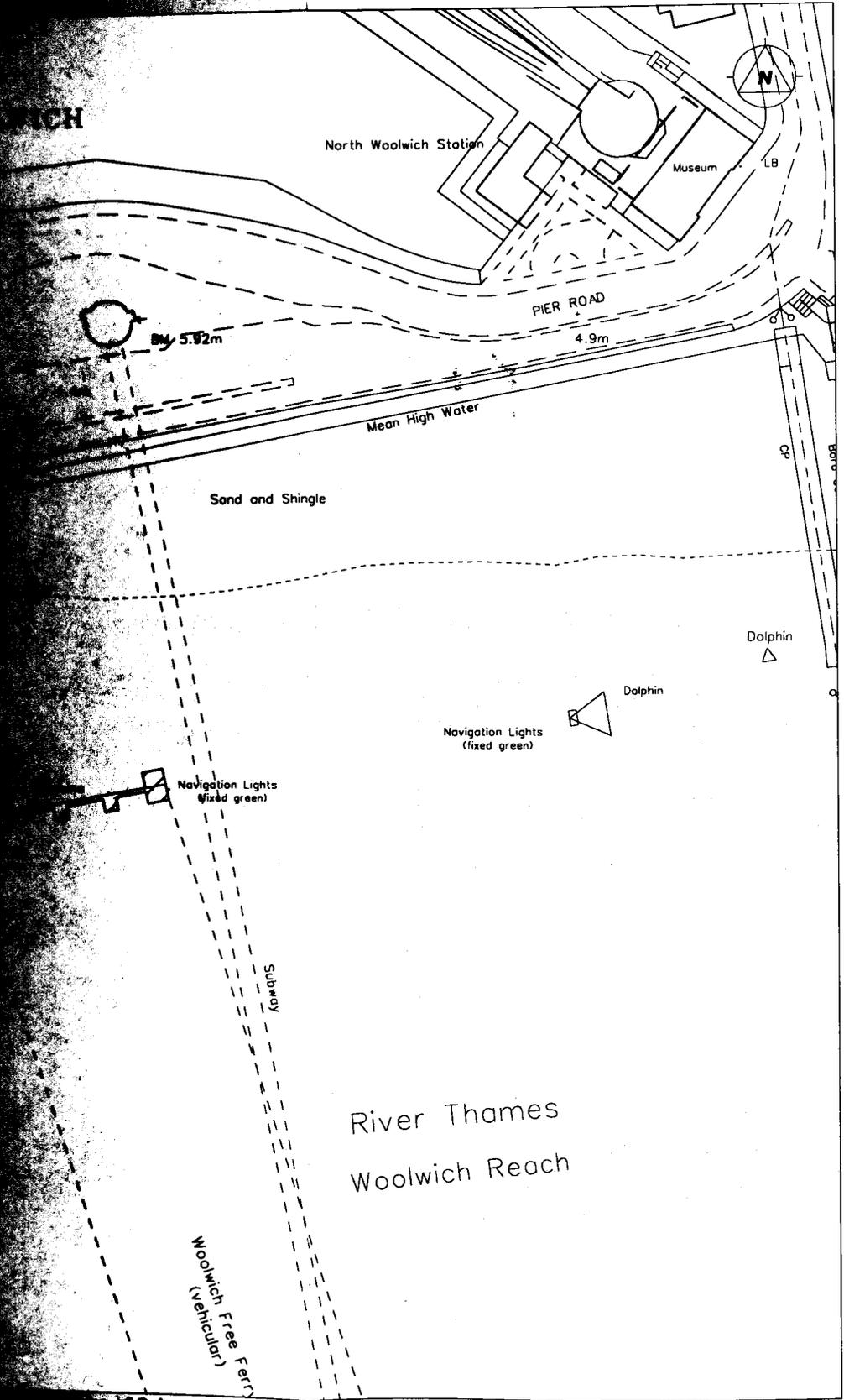
**Group Property &
Facilities Directorate**

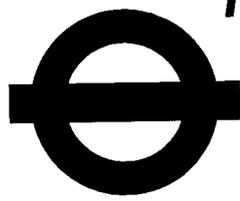
**Victoria Station House
191 Victoria Street
London SW1E 5NE**

**WOOLWICH FERR
LEASE PL**



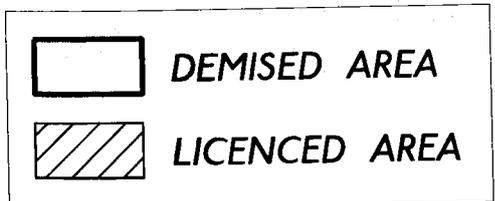
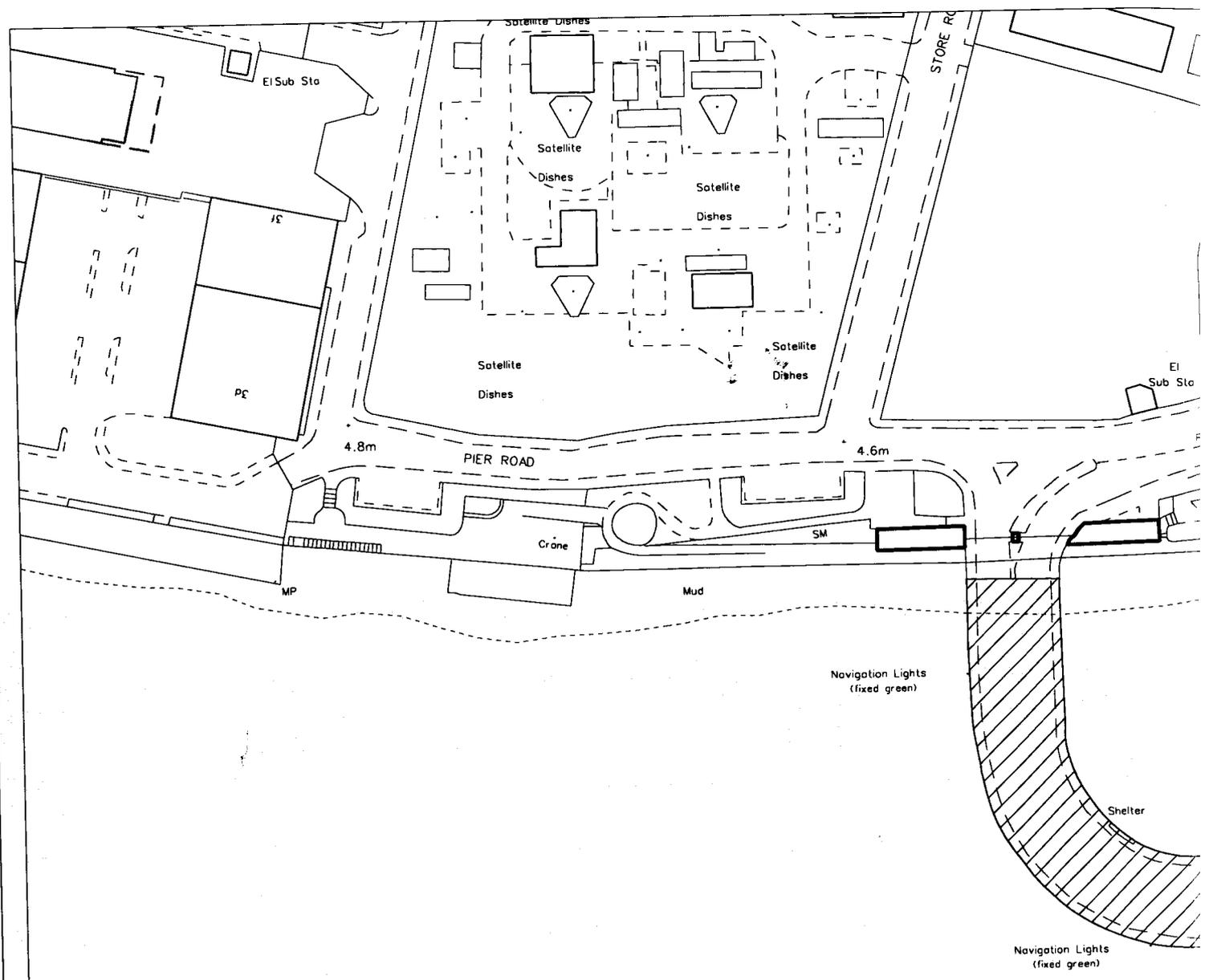
Date : 13/08/2008
Initials : CV
Dwg No. : GH/WLCHFRY/04
Rev : -
Scale : 1:1250 @ A3



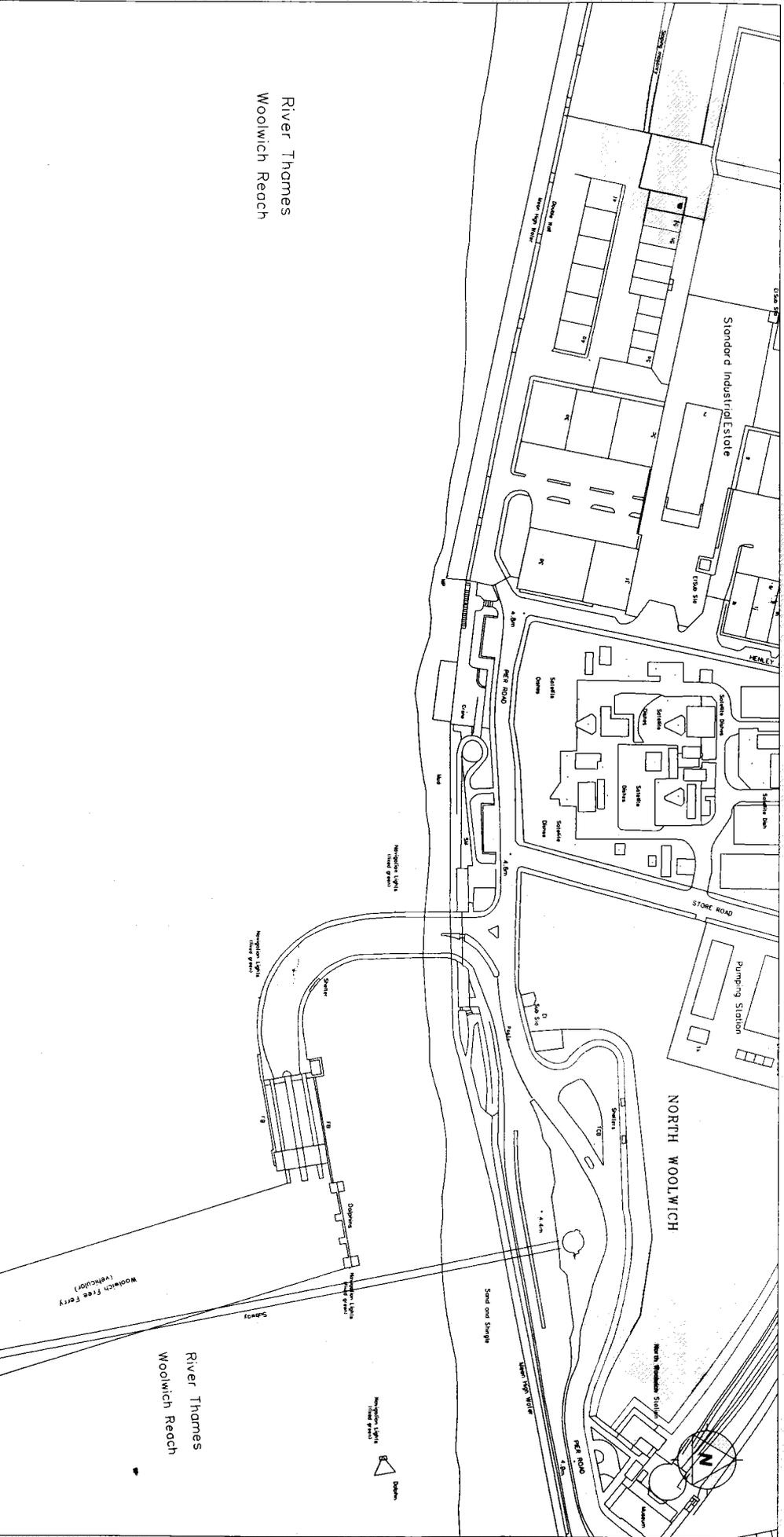


Transport for London
Group Property &
Facilities Directorate
Victoria Station House
191 Victoria Street
London SW1E 5NE

WOOLWICH FERRY LEASE PL



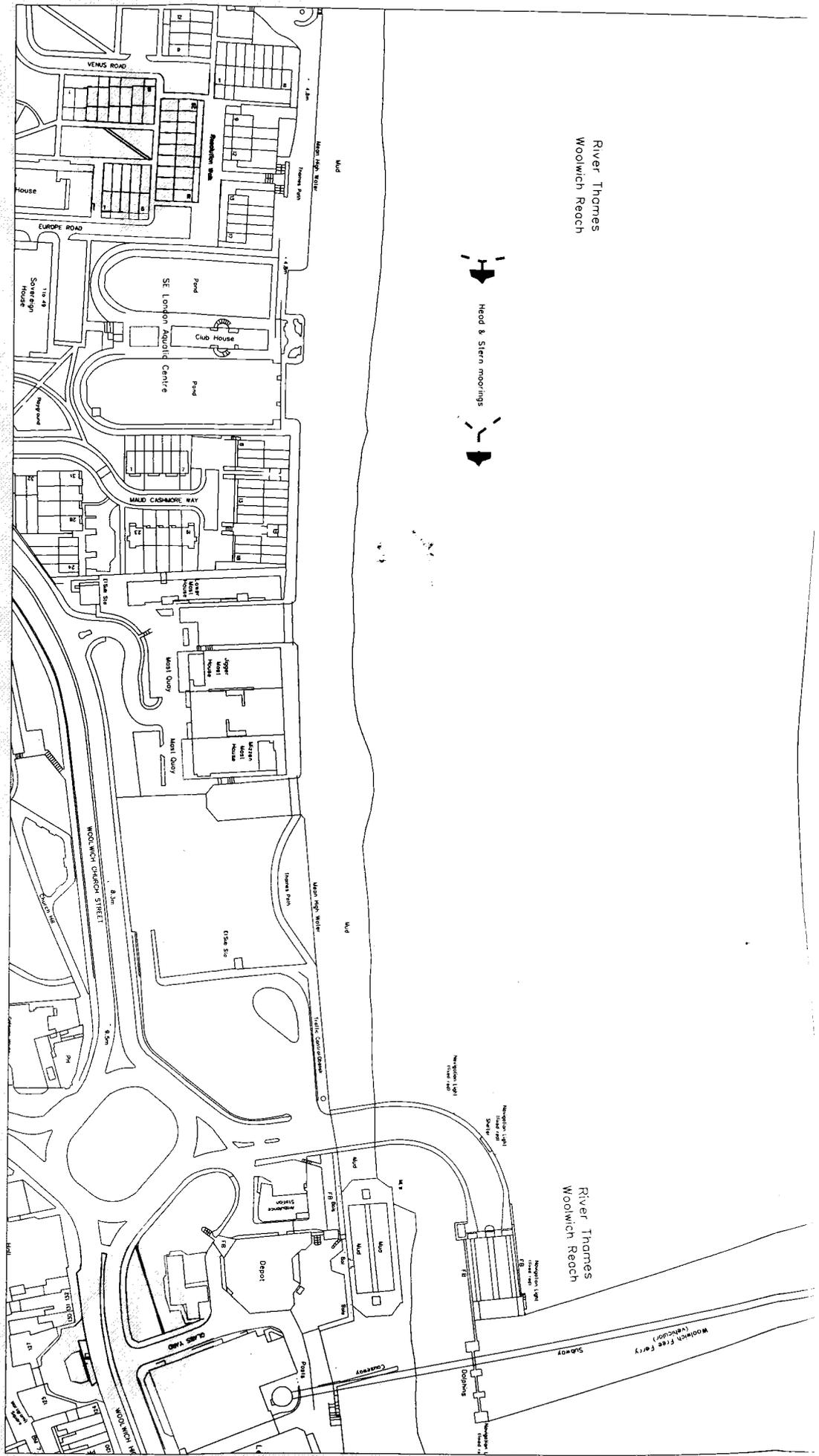
WOOLWICH FERRY MOORINGS LEASE PLAN 3



River Thames
Woolwich Reach

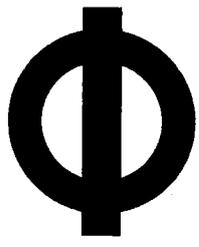


River Thames
Woolwich Reach



Transport for London

**Group Property &
Facilities Directorate**
Victoria Station House
191 Victoria Street
London SW1E 5NE



MAYOR OF LONDON

Date : 03/09/2008
Initials : CV
Drg No. : GH/WLCHFRY/06
Rev : -
Scale : 1:2500 @ A3

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SCHEDULE 10

Authority's Policies

1. Anti-Fraud and Corruption Policy (version 1, 22 October 2009)



ANTI-FRAUD AND CORRUPTION POLICY

Issue date: 22 October 2009

Effective: 22 October 2009

This supersedes any previous policy

Index

1.	Introduction.....	2
2.	Organisational Scope.....	2
3.	Definitions	2
4.	Managing the Risk of Fraud and Corruption.....	3
5.	Dealing with Suspected Fraud and Corruption	3
6.	Reporting	4
7.	Support and Advice.....	5
8.	Ownership.....	5
9.	Approval and amendments.....	5
10.	Related Documentation.....	5
11.	Custodian.....	5

1. Introduction

1.1 Transport for London is responsible for providing an integrated, safe, high quality and efficient transport system for London. To achieve this TfL expects the highest standards of conduct, performance and integrity from its employees. The standards required are set out in the Code of Conduct and Business Ethics policies which are published to all staff both permanent and temporary and equally apply to anyone engaged through a third party or otherwise working on TfL's behalf and on TfL premises.

1.2 Because of TfL's public sector status, there is also a constant requirement to ensure the appropriate use and safeguarding of public funds.

1.3 All TfL employees, consultants and agents must at all times safeguard the resources for which they are responsible. Fraud and corruption are ever present threats to these resources which may include material, property, plant, equipment, cash, staff time, software, confidential information and intellectual property.

1.4 The purpose of this policy is to outline the responsibilities of both senior management and staff for ensuring that appropriate actions are taken for the prevention and detection of fraud and corruption and to set out the procedures to be followed where fraud or corruption is detected or suspected.

2. Organisational scope

2.1 This policy applies to all bodies included in the TfL Group and

- To all TfL Board members and advisers
- To all TfL employees
- To all agency and consultancy staff and contractors not directly employed by TfL who undertake work on TfL's behalf.

3. Definitions

3.1 There is no standard definition of "Fraud". It is a general term used in this policy to refer to the use of deception with the intention of making a gain for oneself or others or causing loss or risk of loss to another. The gain or loss does not actually have to take place as long as the intention is there. The Fraud Act 2006 provides for a general offence of fraud with three ways of committing it, which are by false representation, by failing to disclose information and by abuse of position. It creates new offences of obtaining services dishonestly and of possessing, making and supplying articles for use in frauds.

3.2 "Corruption" is the seeking, receiving or agreeing to receive gifts, loans, fees, rewards or advantage as an inducement to or reward for any member of staff for themselves or another person in connection with the performance of their duty. It also includes the person giving, providing or offering the inducement or reward.

4. Managing the Risk of Fraud and Corruption

4.1 As with any risk faced by the organisation, it is the responsibility of managers to ensure that fraud risk is adequately considered when preparing risk assessments in support of business plans, projects and other activities. In making this assessment it is important to consider the risk of fraud occurring rather than the actual incidence of fraud having occurred in the past. Once the fraud risk has been evaluated appropriate action should be taken to mitigate those risks on an ongoing basis.

4.2 Any changes in operations or the business environment must also be assessed to ensure any impacts which might increase the risk or otherwise change the risk of fraud and corruption are properly taken into account.

4.3 Good corporate governance procedures are a strong safeguard against fraud and corruption. Adequate supervision, scrutiny and healthy scepticism must not be seen as distrust but simply as good management practice shaping attitudes and creating an environment opposed to fraudulent activity.

4.4 Directors and management must set an example by refusing to endorse improper behaviour or "sharp practice" and are expected to deal swiftly and robustly with those who defraud the organisation or who are corrupt.

5. Dealing with Suspected Fraud and Corruption

5.1 Every member of staff has a responsibility to report details immediately to their employing manager if they suspect that fraud or corruption has been, is being or may be committed.

5.2 In exceptional circumstances staff members may not consider it appropriate to communicate concerns through normal management reporting channels. In such cases the individual should make their concerns known to a level of management above those to whom they would normally report. In circumstances where for a particular reason members of staff believe that they are unable to report their concerns even to the highest level of line management they should contact another member of the senior management team, the Chief Finance Officer or the Director of Internal Audit. Staff members can also report concerns confidentially using the TfL "Whistleblowing" policy.

5.3 Directors and management may become aware of the possibility of fraud or corruption or attempted fraud or corruption through the incidence of unusual events or transactions as a result of specific management checks, or through notification from a third party. Where a manager becomes aware of evidence or suspicion of fraud or corruption from whatever source he or she must immediately inform the manager to whom he or she directly reports and the relevant Managing Director must be made aware of the situation.

5.4 Under no circumstances should any member of management or staff attempt to deal with the suspected fraud themselves. Nor should they attempt to interview implicated staff as this may jeopardise collection of evidence and subsequent opportunities for prosecution or recovery of assets. Once sufficient facts have been gathered to confirm the concern is valid, an immediate report must be made to either the Director of Internal Audit or the Senior Audit & Investigations Manager – Fraud & Security. An investigation will then be conducted by the Fraud Team in Internal Audit to investigate.

5.5 It is recognised that, on occasions, suspicions of fraud or corruption may be groundless due to misunderstanding or circumstances. Accordingly initial inquiries carried out by the Fraud Team will be on a discreet basis. Conversely should the suspicions be justified then this approach will help to minimise the risk of loss of evidence. In any case the number of individuals who have knowledge of the circumstances will be kept to the minimum on a need to know basis.

5.6 Where investigations reveal evidence of fraudulent or dishonest behaviour, corrupt practice or other culpable acts, TfL will take appropriate steps which may include disciplinary and/or legal action whether the persons are members of staff or external to TfL. Steps will also be taken to recover losses resulting from the fraud and a civil action against the perpetrator may be appropriate. Investigations will also consider whether there has been any culpable failure of supervision. Where this has occurred appropriate disciplinary action will be taken against those responsible.

5.7 The Fraud Team, Internal Audit will report the facts revealed during their investigations to management. It is, however, management's decision and responsibility to determine whether disciplinary action or criminal or civil proceedings should be initiated. Support in making this decision will be provided by HR and TfL Legal and guidelines for the referral of cases to the police are contained in TfL's Fraud Protocol.

6. Reporting

6.1 At the conclusion of the investigation, the Fraud Team will produce a report for the management who were closely involved with the incident and this will be copied to their Managing Director. This report will give as much detail as possible surrounding the incident, in particular focussing on how the fraud occurred and what improvements need to be made to the control environment. Any significant failure of supervision or breakdown of stipulated controls must

be rectified promptly. Any lessons learnt that have a wider applicability to other parts of TfL will be communicated to the Commissioner and Managing Directors by the Director of Internal Audit in order to mitigate the risk of similar occurrences elsewhere.

6.2 The Senior Audit & Investigations Manager – Fraud & Security will prepare a periodic report for the Director of Internal Audit summarising investigation activity. The Director of Internal Audit will in turn periodically report to the Commissioner, Managing Directors, Chief Finance Officer and the Audit Committee.

6.3 Throughout this reporting process, confidentiality will be paramount and most reporting will be at a summary level only.

7. Support and Advice

7.1 Support and advice can be obtained through speaking to your manager or by emailing fraud@tfl.gov.uk. Alternatively contact the TfL Fraud Team (Auto: 63020)

8. Ownership

8.1 The Anti Fraud & Corruption policy owner is General Counsel.

9. Approval and amendments

9.1 This policy was approved by the Board on 3 December 2003 and updated on 21 October 2009. Any amendments to this policy must be approved by the Board following review by the Audit Committee.

9.2 The policy will be reviewed twelve months after approval.

10. Related Documentation

TfL Code of Conduct
TfL Business Ethics Policy
TfL Whistleblowing Policy
TfL Internal Audit Charter
TfL Fraud Protocol

11. Custodian

11.1 All queries in relation to this policy should be directed to the Senior Audit & Investigations Manager – Fraud & Security, Internal Audit, 7th floor Windsor House, (Auto: 63018).

11

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13

SCHEDULE 10
Authority's Policies

2. Health, Safety & Environment Policy, Amended March 2008

Transport for London



Health, Safety & Environment Policy

Owner: Group HSE Director
Custodian: Group HSE Advisor

Effective date: July 2004
Amended: Reviewed March 2008

The TfL Board, Commissioner and Managing Directors are committed to having health, safety and environmental (HSE) performance that we can be proud of.

By implementing this policy through HSE management systems, we shall:

Plan improvements in HSE management by:

- Complying with the spirit and the letter of HSE legislation, Approved Codes of Practice, internal HSE management systems and external HSE standards.
- Ensuring the risks to the health and safety of employees, customers, contractors and 3rd parties are systematically managed to as low as is reasonably practicable.
- Setting progressive objectives and targets to improve HSE management and performance in keeping with stakeholder expectations and Mayoral strategies.
- Taking due account of HSE risks and benefits in decision-making and as an integral part of the business planning process including procurement and major projects.
- Striving to realise environmental benefits, in addition to pollution prevention, with a focus on managing emissions and mitigating the effects of, and adapting to climate change.
- Actively supporting the Mayor in delivering the environmental strategies on air quality, ambient noise, biodiversity, energy and municipal waste.

Implement and operate effective risk control systems by:

- Ensuring employees have the competence and resources to discharge their personal responsibilities for HSE matters and encouraging a positive HSE culture.
- Providing employees with access to services to promote health and wellbeing.
- Providing premises, plant and equipment and systems of work that contribute to a safe and healthy work place and minimise harm to the environment.
- Securing the commitment and involvement of our employees in improving HSE management through effective communication and consultation mechanisms.
- Ensuring arrangements with contractors promote and actively support the implementation of this policy.
- Planning for foreseeable emergency conditions to ensure effective risk controls and resilience arrangements are in place.

Monitor HSE performance, taking corrective action where required by:

- Monitoring HSE management system indicators to improve performance.
- Ensuring that root causes are identified in the investigation of incidents.
- Effective auditing arrangements are in place to provide assurance and to identify and ensure appropriate corrective action where required.

Undertake regular management reviews

- Regularly review the suitability and effectiveness of HSE management, including this policy, and undertake improvement action where appropriate.

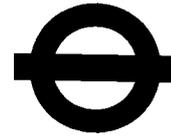
This policy shall be communicated to all employees and be publicly available.

MAYOR OF LONDON

Commissioner for Transport for London

SCHEDULE 10
Authority's Policies

3. Bullying and Harassment Policy and Procedure, Updated 1 October 2010



Bullying and Harassment Policy and Procedure

Issue date: 29 February 2008
Effective: 3 March 2008
Updated: 1 October 2010
This supersedes any previous policy

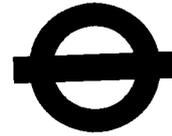
Index

Section A - Policy

1.0	Introduction	2
2.0	Organisational Scope.....	2
3.0	Policy Statement	2
4.0	Definitions.....	3
5.0	Day to Day Management.....	4
6.0	Requirements.....	5
7.0	Responsibilities.....	5

Section B – Procedure

1.0	Informal approach.....	8
2.0	Formal approach.....	8
3.0	Appeals.....	13
4.0	Support and advice.....	14
5.0	Retention and disclosure of records	14
6.0	Ownership and Review.....	15
7.0	Related Documentation.....	15



Bullying and Harassment at Work Policy and Procedure

Section A

1 Introduction

Transport for London (TfL) aims to ensure that all employees are treated fairly, with respect and dignity, and free from bullying and harassment. Workplace bullying or harassment in any form, by or against employees, will not be tolerated.

TfL will ensure that employees are made aware of the most recent version of this policy and procedure, and any subsequent amendments.

2 Organisational Scope

Employees of TfL, Docklands Light Railway Limited, Rail for London Limited, London Bus Services Limited, London Buses Limited, Victoria Coach Station Limited who are on TfL employment contracts (Pay bands 1-5 and Directors) and those staff on predecessor organisations employment contracts where the individual has transferred to the employment of TfL.

3 Policy Statement

TfL is committed to eradicating from work all forms of bullying and harassment which may be on the grounds of race, nationality, ethnicity, sex, disability, age, sexual orientation, religion, belief, faith, or personal characteristic.

All employees have a responsibility to help create a safe and supportive working environment and this includes behaving in a responsible, moderate and sensitive manner in dealings with others. Any serious or persistent form of bullying or harassment will not be tolerated and will be regarded as Gross Misconduct which may result in dismissal in accordance with TfL's Discipline Policy and Procedure.

In taking steps to eradicate all forms of bullying and harassment from the workplace, TfL acknowledges that management behaviour should always be appropriate, ensuring that departmental culture is not one that encourages or tolerates inappropriate behaviour.

TfL will proactively support those who are bullied or harassed which may include, but is not limited to, referral to the Counselling Unit in Occupational Health.



4 Definitions

The following terms are referred to throughout this Policy and Procedure. The definitions attributable to them are by way of summary only and do not limit the extent or effect of any statutory definitions in any way.

4.1 Bullying

TfL defines bullying as offensive, intimidating, malicious or insulting behaviour, or an abuse or misuse of power or authority through means intended to undermine, humiliate, denigrate or injure the recipient. Bullying may be persistent or an isolated incident. This conduct may be of a physical, verbal or non-verbal nature.

4.2 Harassment

TfL defines harassment as unwanted conduct which has the purpose or effect of violating another person's dignity or creating an offensive, intimidating, hostile, degrading or humiliating environment. It may relate to one of the nine protected characteristics; Age, Disability, Gender Reassignment, Marriage and Civil Partnerships, Pregnancy and Maternity, Race, Religion or Belief, Sex and Sexual Orientation and may be persistent or an isolated incident. This conduct may be of a physical, verbal or non-verbal nature.

4.3 How can bullying or harassment be recognised?

In cases where the employee believes that the comments made or actions taken are demeaning or unacceptable to them as an individual, they may perceive that they have been bullied or harassed. In deciding on whether a person has been bullied or harassed TfL will consider the above definitions. By way of illustration examples of what would be regarded as unacceptable behaviour are listed below, however the list is not exhaustive:

- insulting someone (particularly on the grounds of one of the protected characteristics) or spreading rumours about them, or making inappropriate jokes, insinuations, taunts and/or derogatory comments about dress or appearance
- ridiculing or demeaning someone – picking on them or setting them up to fail which may be done by allocating them excessive and/or complex work
- inappropriate circulation or escalation of memos/emails that are critical of another employee, whereby the impact may be to undermine the employee
- exclusion from work activities or TfL social activities
- unfair treatment
- overbearing supervision or other misuse of power or position
- unwelcome sexual advances – touching, standing too close, leering or making comments about an individual's appearance
- display of offensive materials
- making threats or comments about job security without foundation
- making it unnecessarily difficult to exercise religious beliefs and practices



In considering the examples above, it is important to note that bullying and/or harassment are not necessarily face to face. An individual may be bullied and/or harassed by written communications, email or by phone. An individual may be bullied and/or harassed by a single colleague, several colleagues, a manager, peer, agency worker or a contractor.

4.4 Discrimination and victimisation

Cases of alleged direct, indirect discrimination or victimisation will normally be addressed through the Grievance Policy and Procedure. This includes associative discrimination which is discrimination against an employee because they associate with someone who possesses a protected characteristic.

4.5 Named Individual (s)

This refers to the person(s) alleged to have carried out the bullying and/or harassment.

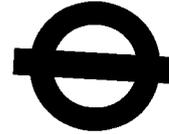
5 Day to Day Management

Firm and fair management should not be viewed as bullying or harassment. The list below, although not exhaustive, would not normally be considered as bullying or harassment:

- where reasonable deadlines are given and are explained to the employee
- when reasonable requests are made, appropriate to the grade, ability and duties of the employee
- when alternative duties are allocated to the individual and/or occur on an ad hoc basis for which they are competent and/or qualified

Where a manager is taking action under another TfL policy or procedure, for example, Discipline at Work, Attendance at Work or Performance Improvement, this will not be deemed to be bullying and/or harassment in the first instance, provided that this is the appropriate use of the policy and it is not being used as a response to an unrelated matter. Any concerns regarding the use of that policy should be raised within the procedure concerned at the appropriate hearing or meeting.

Equally, an employee who raises a concern under the Bullying and Harassment Policy and Procedure in response to an action taken by their line manager under another TfL policy and procedure should be aware of the possible consequences of raising false, spurious or vexatious claims.



6 Requirements

- All employees are expected to act in a professional manner and within the boundaries of the TfL Employment Framework and the TfL Code of Conduct.
- The overriding objective is to prevent or stop bullying or harassment as quickly as possible in a way which minimises the distress caused to the employee who may be bullied or harassed. Managers will consider any potential action to ensure protection of the employee raising the concern as well as minimising any disruption to the organisation.
- Every employee who believes that they are being bullied or harassed will be able to seek confidential support and advice at the earliest possible stage from their manager, a PMA Specialist, a trade union representative, fellow worker and/or the Counselling Unit within Occupational Health.
- An employee who raises a concern will not be victimised. It will be assumed that the concern has been raised in good faith and that the employee genuinely perceives that they have been bullied or harassed. TfL recognises that it has a responsibility to assess whether the perception of the situation by the employee is reasonable.
- Named individuals of perceived bullying or harassment have the right to know a concern has been raised and by whom. At the fact-find the details of the concern will be provided and the named individual will be given the opportunity to respond.
- Regular updates will be offered throughout the process to all parties.
- Where an employee raises a concern under this procedure, the matter cannot also be raised under the Grievance Policy and Procedure.
- Complaints must be raised as soon as possible, but certainly within 28 days of the last incident having occurred.
- TfL will ensure that all records and documentation will be treated as strictly confidential and that all records will be held securely. Access to information will be limited to appropriate people. However, it is important to note that investigations and hearings may require the disclosure of certain facts.

7. Responsibilities

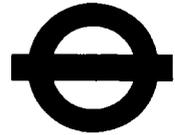
7.1 All Employees should:

- comply with the arrangements set out in this policy and procedure
- recognise and act upon behaviours which contravene this policy
- understand that bullying and harassment will not be tolerated and that unacceptable language and behaviour (see 4.3 above) will be challenged
- ensure that any potentially offensive written material for example posters, postcards, email or Internet material (see 4.3 above) is not displayed or circulated

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- pursue concerns via the informal process to resolve any perceived bullying or harassment unless they feel unable to and want to use the formal procedure (see Section B)
- recognise that false, spurious or vexatious claims will not be tolerated and will result in disciplinary action and possible dismissal under TfL's Discipline at Work Policy and Procedure
- co-operate with any fact finding process into bullying or harassment, including attending fact finding meetings, irrespective of whether or not they have been directly involved themselves
- be aware that they will be required to provide details of any perceived bullying or harassment which may include details of incidents – records of dates, times, any witnesses, etc

7.2 All Managers and employees with a leadership or supervisory role should:

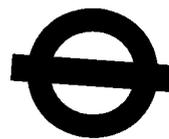
- ensure all employees are aware of the Bullying and Harassment Policy and Procedure and any subsequent amendments made to it
- make clear to employees that bullying and harassment will not be tolerated and that unacceptable language and behaviour (see 4.3) will be challenged
- act promptly should any potentially offensive written material for example, posters, postcards, e-mail or Internet material, be brought to their attention to ensure it is no longer displayed or circulated
- take prompt action to stop bullying and harassment as soon as it is identified or reported
- contact a People Management Advice (PMA) Specialist who will provide practical advice and assistance in dealing with any perceived bullying or harassment
- act swiftly once a complaint has been raised.

7.3 People Management Advice Specialists (PMA)

The role of the PMA Specialist is to act impartially in advising and guiding managers and employees.

The PMA Specialist ensures that the procedure is followed and will intervene and address the formal meeting (the employee, their companion or Chair) as appropriate to ensure appropriate conduct. The PMA Specialist is not responsible for deciding whether the case is found or what action is to be taken and can therefore normally be involved in several stages of one case. They will advise of the range of appropriate actions which may be taken to ensure they are in line with company policy and other similar cases. In exceptional cases another HR professional may be involved in the process.

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If an appeal is specifically on the grounds of a breach of procedure that occurred as a result of advice from the PMA Specialist then it will be appropriate for another PMA Specialist to attend.

7.4 Trained and/or suitably experienced investigators will

- undertake fact finding, where requested, following a formal concern being raised, to determine whether bullying and/or harassment has taken place
- adhere to the agreed terms of reference for the investigation
- produce a written report detailing their findings
- maintain full records of the fact finding

7.5 The role of the Companion:

At the formal stages of the procedure the chosen companion can address the hearing and may:

- put the employee's case
- sum up the employee's case
- respond on the employee's behalf to views put forward at the hearing
- raise issues on matters of policy and procedure

They cannot answer questions on behalf of the employee that are directly asked of them.

Normal standards of behaviour apply to work place companions and trades union representatives. In respect of companions that are recognised trade union representatives they are entitled to carry out trade union duties as outlined within this policy and the TfL Framework for Consultation and Collective Bargaining.

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Section B The Procedure

1 Informal approach

Where an employee believes that they are being bullied and/or harassed they should, if possible, raise their concern in the first instance with the individual concerned. In most cases it is hoped that the problem can be resolved quickly by talking to the individual. Advice is available from a PMA Specialist on how this may be approached.

Alternatively, employees may wish to seek the support of their line manager when addressing the situation. If the concern is about their line manager they may wish to raise it with their line manager's manager. At this stage it is important the appropriate manager seeks to understand the reasons for the belief of bullying and/or harassment. The manager should arrange a meeting to discuss the employee's concern and seek to agree ways of addressing the situation informally.

The range of options available is set out below. This is not an exhaustive list and the options are not mutually exclusive:

- the manager and/or employee meeting the named individual
- if the named individual is from a different management team, the manager and/or employee speaking to the manager of the named individual
- the manager meeting with groups of employees to remind them of their responsibilities under the Bullying and Harassment Policy and Procedure
- mediation

The employee will also be asked if they require any form of support and whether they want to be referred to the Counselling Unit within Occupational Health.

Although this is informal, confidential notes of actions to prevent and/or address the perceived bullying or harassment should be kept and issued to the relevant parties. Any differences in relation to the content by the employee must be kept on the file with the notes.

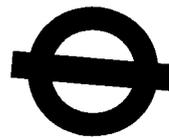
2 Formal approach

In cases where:

- the employee puts the concern in writing to their line manager, or the next appropriate senior line manager (if it is against the immediate line manager), and does not want to follow the informal process OR
- the informal approach has not resolved matters,

the manager will acknowledge receipt of the complaint. Upon receiving the complaint the manager should contact a PMA Specialist and will need to

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establish whether any interim arrangements need to be made. If so the named individual will be informed of the allegation against them and that a further meeting is to take place to establish the details. If appropriate, the line manager will suspend the named individual or allocate them alternative duties. In cases where the employee asks to be moved or assigned alternative duties and the request is reasonable and possible, then this will take place.

Notwithstanding any interim arrangements, managers should where practicable invite the employee to a formal meeting within at least 7 calendar days of receiving the complaint. The purpose of this meeting is to enable the manager to fully understand the concern and consider how it can be resolved. The invitation to the meeting should give the employee 7 calendar days notice and remind them that they have a right to be accompanied by a TfL workplace colleague or a trades union representative (the companion). If the employee cannot attend due to circumstances outside their control and unforeseeable at the time the formal meeting was arranged, or the companion cannot attend on the proposed date, the employee can suggest an alternative time and date, so long as it is reasonable and it is not more than 7 calendar days after the original date. The chair will seek to take all reasonable steps to arrange a suitable date within 7 calendar days of the original hearing. Should it be that the chosen companion is not available then an alternative companion should be sought. This is to ensure the matter is resolved in a timely fashion. The 7 calendar days may be extended by mutual agreement.

2.1 The Initial Formal Meeting

2.2 Purpose

The purpose of this formal meeting is to enable the appropriate manager to fully understand the complaint and consider how it can be resolved. The manager will also listen to any requests for support and where possible will act upon this and/or make appropriate interventions to assist the employee.

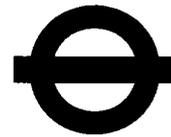
2.3 Present

- The Chair of the meeting, who will normally be the line manager
- The employee and their companion (if requested)
- A PMA Specialist will attend the meeting
- A note taker will attend the meeting to capture full and meaningful notes. These will normally be issued to the employee within 3 working days. Any difference in relation to content of the notes will be kept on file.

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2.4 Conduct of the meeting

During the formal meeting:

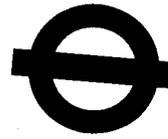
- the employee should outline their reasons for feeling bullied and/or harassed and may make suggestions on how the matter could be reasonably resolved
- the employee should give specific examples of the perceived bullying and/or harassment along with when the behaviour has occurred and whether it was observed by anyone
- the manager should ask questions to gain a clear understanding of the employee's concerns with a view to determining a resolution.

Once the manager chairing the meeting has given the matter careful consideration, which may require an adjournment, they will then advise the employee of how they intend to proceed and confirm it in writing.

At this stage the manager may adopt one of the options below:

- state that they need more time to consider the points raised and where appropriate carry out some initial fact finding. The manager will adjourn and reconvene the meeting within 7 calendar days where they will confirm the next steps to the employee
- note the employee's concerns and confirm that they will speak to the named individual seeking to resolve the issue through informal management action. A follow up meeting will be arranged with the employee to advise them of the informal action
- note the employee's concerns and conclude that they will mediate between the employee and the named individual to resolve matters informally. This may also be done utilising a PMA Specialist where appropriate
- note the employee's concerns but conclude that the alleged behaviours do not fall under the definitions of bullying and/or harassment. The manager will confirm that an independent fact find will not take place but may outline any support that they believe is appropriate
- note the employee's concerns and conclude that the behaviours do not necessarily fall under the definition of bullying and/or harassment but may breach the TfL Code of Conduct or employment policies (e.g. there may be examples of inappropriate behaviour, swearing and poor attitude). As a result the manager will inform the employee specifically what incident(s) will be investigated and who will conduct this fact find. The fact finding process outlined in the Discipline at Work Policy and Procedure will now be followed
- confirm that the alleged behaviours appear to fall under the definitions of bullying and harassment and that a formal fact finding investigation will be necessary. The manager will confirm that the fact find (see section 2.2 below) will go to a suitably trained and/or experienced person, and will outline the remit (terms of reference) of the fact find. The terms of reference may include the specific events that are to be investigated, and the likely

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witnesses to be interviewed– which may be extended following further investigation. The employee will have an input into the terms of reference

Although the named individual may already have been advised of the complaint, this will now be confirmed and they will be informed that a full formal fact find is to take place. They will also be given a copy of the terms of reference, and during the fact find, given an opportunity to respond to the allegations. If not already done so and if appropriate, the line manager will suspend the named individual or allocate them alternative duties. In the first instance, it will be the named individual that may be moved, but on rare occasions, for example where it is believed that the presence of the employee who raised the concern, may also unduly influence the fact finding, they may be transferred or allocated alternative duties. In cases where the employee asks to be moved or assigned alternative duties and the request is reasonable and possible, then this will take place.

5 The Fact Find – suitably experienced and/or qualified fact finding (where appropriate)

The line manager or PMA Specialist will contact the witnesses and make them aware of why they will be interviewed. Line managers need to ensure that witnesses are encouraged to attend and are available to attend any meeting as soon as possible. All employees who are directly involved are required to cooperate with any fact finding investigation. Employees who refuse to participate and disclose any requested information, may be subject to disciplinary action and informed that the organisation will proceed with the fact finding.

The trained/suitably experienced investigator is required to determine the facts and will:

meet the employee (complainant), named individual and any relevant witnesses.

complete the fact finding within 28 calendar days with an additional 7 days to complete the report. In exceptional circumstances where a longer period is required, the PMA Specialist will inform the line manager of the delay and the reasons for it. The line manager will then inform the employee who raised the concern and the named individual in writing of the delay and the reasons for it, and at least every 28 calendar days subsequently if necessary

submit their report which will summarise their key findings and include any meeting notes, statements and other facts, to the PMA Specialist and the Chair of the original meeting with the employee. The report will not state whether bullying or harassment has taken place as the line manager will determine this upon reviewing the facts.

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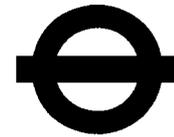
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order to ensure that full and meaningful notes are taken at interviews it will be common practice for a note taker to attend the fact-finding. At the end of the

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meeting a copy of the notes will be given to both parties and signed by those in attendance. Within 2 working days, the formal record of the meeting will be given to the employee, and if they want to record any differences in the content of the notes then these must be provided within 2 working days of receiving the notes. The employee who raised the allegation is entitled to be accompanied at any fact-finding interview. In cases when the named individual is suspended or if they are likely to face a charge of gross misconduct if the allegation is found, they may be supported by a trades union representative or work place colleague (companion) at a fact-finding interview. The companion is not permitted to answer questions on behalf of the employee/named individual or call adjournments. Witnesses are not entitled to be accompanied.

In the event that any individual is absent through sickness and not available for interview, advice should be sought from Occupational Health as to whether the reason given for absence prevents the individual from being interviewed. Interviews may still go ahead unless there are medical reasons that the employee's attendance would have an adverse effect on their mental or physical health.

2.6 Review Meeting - the outcome of the fact finding investigation

The manager of the employee who raised the concern will arrange a meeting with them and if requested, their companion. At this meeting the manager will disclose the report and inform them of their conclusion. The potential outcomes are:

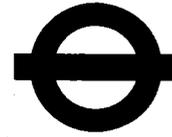
Bullying and/or harassment found

In the majority of cases where the manager has concluded that bullying or harassment has taken place the named individual will be referred to a formal disciplinary hearing in accordance with the Discipline at Work Policy and Procedure. The interviews and completed report will serve as the Summary Report with additional information being included as required (see section 4.3 of the Discipline at Work Policy and Procedure). Cases of serious or persistent bullying or harassment this will be regarded as Gross Misconduct which may result in dismissal.

In exceptional cases the manager may decide to take informal management action to address the situation. In such cases the full reasons for taking the informal action will be confirmed in writing to all relevant parties.

No bullying or harassment found

The manager will outline the reasons why no bullying and/or harassment was found and what steps if any, will now be taken.



The manager is required to confirm their decision and the reasons for it in writing. Wherever possible this should be done at the end of the hearing following the necessary adjournment. If it is not possible to confirm the decision in writing on the day, then it should be done as soon as possible. The employee will have 7 calendar days to appeal from the date of the letter. In cases where the letter is posted and there is a delay in receipt of the letter, the appeal period may be reasonably extended by mutual agreement.

2.7 Informing the named individual

It is important that the named individual is met in order to disclose the report, its findings and any next steps. Depending on the circumstances of the case and the next steps it will either be the Chair of the formal hearing or the line manager of the named individual that meets with them. The named individual will be made aware that the person who raised the concern has the right to appeal.

3 Appeals

The employee who raised the concern may appeal regarding the following:

- the outcome of the initial formal meeting
- the findings of the fact find and any next steps discussed at the review meeting
- the procedure was not followed correctly

The individual chairing the appeal will be a manager senior in authority to the manager who chaired the original hearing or an individual who has the authority to, if appropriate, override the original decision. They will be outside of the management chain but normally within the same Directorate and should not have had any previous involvement in the case. They will meet with the employee to discuss the appeal in order to:

- fully understand why they have appealed
- consider whether the decision reached by the manager at the first formal meeting was reasonable AND/OR
- decide, where the matter was investigated by a suitably trained and/or experienced individual, whether the case has been properly investigated and if the outcome is reasonable, given the facts obtained

At the appeal a PMA Specialist will be in attendance, and a note taker will attend the meeting to capture full and meaningful notes. These will normally be issued to the employee within 3 working days. Any difference in relation to content of the notes will be kept on file.

The Appeal Manager may uphold or change the original decision or require further fact finding where they consider the original decision was flawed and had an impact on the findings. The decision is final and ends the procedure. They



will advise the employee of the outcome in writing, within 7 calendar days of the appeal meeting.

Should the Appeal Manager consider that further fact finding is required before a decision can be made they must inform the employee, including timescales, which would ideally not be longer than 7 calendar days. The appeal meeting will then be re-convened to advise the employee of any additional information obtained and provide the employee with an opportunity to comment. The Appeal Manager will then deliver the decision reached. The employee can confirm they do not wish to attend and ask for the decision in writing only.

If the Appeal Manager considers that based on the facts available bullying and/or harassment did occur then suitable disciplinary action will be taken as outlined in 2.6.

The named individual about whom the concern was raised will be advised in writing of the outcome of the appeal as soon as possible.

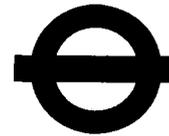
4 Support and advice

Support and advice can be obtained by speaking to your manager or contacting HR Services.

5 Retention and disclosure of records

To demonstrate TfL's commitment to the principles of openness and transparency, any reports and interview notes will be disclosed as described in the procedure. Wherever possible any such information will be disclosed prior to a formal meeting/hearing. To protect the legal rights of all individuals involved in an investigation, to fulfil TfL's duty of care as an employer, and to comply with the Data Protection Act, TfL may need to remove information that may lead to the identification of the third party (e.g. an employee or a member of the public).

Any letters, reports and interview notes will be retained for 7 years from the date the matter was formally closed. Only live warnings will be disclosed or considered when deciding upon any appropriate sanction.



5 Ownership and Review

TfL Group Employee Relations and Engagement .

Version 1	Effective 03/03/08	
Version 2	Effective 01/10/10	To take account of the Equality Act 2010

7 Related Documentation

Employees are encouraged to look at this policy in conjunction with:

Code of Conduct

TfL Employment Framework

SCHEDULE 10
Authority's Policies

4. Ethical Sourcing Policy, April 2008

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1
1

Ethical Sourcing Policy

Issue date: April 2008
Effective: April 2008

Index

1.0	Policy Statement.....	1
2.0	Organisational Scope and Compliance	2
3.0	Policy Purpose.....	3
4.0	The ETI Base Code	3
5.0	Guiding Principles.....	4
6.0	Identify suitable applications of ethical sourcing considerations	5
7.0	Improve labour conditions in the supply chain	5
8.0	Monitor Working Conditions	6
9.0	Engage with Suppliers	6
10.0	Deliver Benefits within Law and Best Value.....	7
11.0	Monitoring and Reporting Progress	8
12.0	Related Policies and Documentation.....	8
13.0	Approval and Amendments.....	8
14.0	Policy Owner and Contact Details	9
	Appendix 1: The ETI Base Code	10
	Appendix 2: Sedex	12
1.0	Policy Statement	

1.1 **Transport for London (TfL)**, pursuant to the Mayor's direction and delegation and the GLA Group Responsible Procurement Policy, will proactively work to ensure that all Goods, Works and Services it procures are sourced ethically. Within its obligations as a Best Value Authority, and in compliance with EU and UK legislation, **TfL** will conduct its procurement process in line with the Ethical Trading Initiative (ETI) Base Code.

2.0 **Organisational Scope and Compliance**

2.1 The terms highlighted in **bold** shall have the same meaning as in the **TfL Group Procurement Policy**.

2.2 This Policy applies to all **Employees**, agents and consultants working for **TfL**.

2.3 **Employees** who are engaged in **Procurement Activities** are required to familiarise themselves with the content of this Policy and the other related documents, (such as The **TfL Procurement Policy**, **The Procurement Procedures** and Instructions) and comply with it.

2.4 **TfL** requires that agencies and consultancies make their **Employees** aware of this Policy and ensure that their **Employees** observe it when engaged in **TfL** contracts. It is essential that relevant **Employees** ensure that agencies and consultancies are made aware of this requirement.

3.0 Policy Purpose

The Policy is designed to:

- 3.1 Establish a common understanding of Ethical Sourcing within **TfL** as a term referring to the responsibility **TfL** accepts for the labour and human rights practices within its supply chain.
- 3.2 Introduce the Ethical Trading Initiative (ETI) Base Code as a means of describing the operational standards **Suppliers** will be required to meet. **TfL** will be using these provisions as a basis for contract conditions in upcoming tenders where ethical sourcing is a relevant consideration.
- 3.3 Illustrate the importance of mapping supply chains and engaging with **Suppliers** on the subject of ethical sourcing.
- 3.4 Introduce Sedex (The Suppliers Ethical Data Exchange) as a means by which TfL aims to engage with **Suppliers** on the subject of ethical sourcing, map relevant supply chains, and monitor and report on labour conditions in those supply chains. Further information about Sedex can be found in Appendix 2.
- 3.5 Encourage and assist **TfL** procurement agents to examine their spend categories and upcoming contracts for products and/or services suitable for the application of ethical sourcing requirements.

4.0 The ETI Base Code

- 4.1 TfL will base its Ethical Sourcing Policy on the ETI Base Code.
- 4.2 The ETI Base Code is based on the internationally recognised standards of the International Labour Organisation (ILO), the UN agency responsible for labour standards, which the UK has signed up to.
- 4.3 The ETI Base Code can be found in Appendix 1.
- 4.4 Section 1.2 of the ETI Base Code, which deals with freedom of association and the right to collective bargaining, has been disapplied from this Policy as this provision is intended to be implemented in the Workforce Welfare theme of the GLA Group Responsible Procurement Policy.

- 4.5 Section 1.6.2 of the ETI Base Code, which deals with the specific number of hours workers are permitted to work in a week, has been disappplied from this Policy as it is not in strict compliance with UK employment law.

5.0 Guiding Principles

TfL's Ethical Sourcing Policy will be guided by five principles:

5.1 Identify suitable applications of ethical sourcing considerations

Identify product categories and specific products and/or services where ethical sourcing considerations are relevant. Identify suitable contracts as they come up for letting or renewal.

5.2 Improve labour conditions in the supply chain

Promote and improve the implementation of codes of practice which cover working conditions within the supply chain.

5.3 Monitor working conditions

Ensure that, where contracts are to contain ethical sourcing provisions, **TfL Suppliers** register with Sedex (or an equivalent) and, at TfL's request, conduct audits of their factories and sites, using a reputable auditor, and that the results are made available to TfL.

5.4 Engage with Suppliers

Initiate any remedial action required in a collaborative and non-punitive manner.

5.5 Deliver Benefits within Law and Best Value

Undertake all **Procurement Activity** in accordance with all applicable law including European Union (EU) law, and TfL's obligations as a Best Value Authority.

An explanation of each of these guiding principles is outlined in sections 6.0 – 10.0.

6.0 Identify suitable applications of ethical sourcing considerations

TfL will:

- 6.1 Use a risk-based approach, based on country, public exposure (reputational risk) and proportionality to identify relevant products and specific contracts suitable for ethical sourcing considerations.

TfL will aspire to:

- 6.2 Map its supply chains to identify the countries in which products originate and services are carried out. Where possible, the supply chain will be mapped, and ethical sourcing considerations applied, down to the raw material sourcing stage.

7.0 Improve labour conditions in the supply chain

TfL will:

- 7.1 Work with **Suppliers** to place contract conditions, based on the ETI Base Code, into relevant new contracts.
- 7.2 Work with existing **Suppliers** as part of contract review meetings to investigate and make any necessary changes, where possible and appropriate, in existing contracts that are deemed to be high-risk. In particular, existing **Suppliers** should be encouraged to join Sedex (or an equivalent) on the basis of relevant supply chains.

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8.0 Monitor Working Conditions

TfL will:

- 8.1 Monitor labour conditions via Sedex membership and audit reports.

TfL aspires to:

- 8.2 Make and maintain contact with local, regional and global NGOs (non-governmental organisations) and trade union organisations. Use these contacts to both monitor working conditions and to ensure that any remedial action undertaken is effective and sustainable.
- 8.3 Review general information about working conditions, labour issues and employment law in countries from which TfL sources goods or services.

9.0 Engage with Suppliers

TfL will:

- 9.1 Enter into discussion of ethical sourcing practices with new **Suppliers** where relevant. Engage with existing **Suppliers** through this policy and other information on the TfL website.
- 9.2 Keep in regular contact with **Suppliers** to monitor any specific remedial action undertaken in accordance with the contract conditions, and maintain awareness of all products and/or services provided from high-risk countries. Use Sedex to do this where possible.

10.0 Deliver Benefits within Law and Best Value

As a Best Value Authority, TfL must make arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness. For each contract, where the Ethical Sourcing Policy is a relevant consideration, TfL (as a Best Value authority) must also be able to demonstrate that it is achieving Best Value in line with its statutory obligations.

TfL will:

- 10.1 Work within the parameters of EU Law, the Mayor's strategies and **TfL's Corporate Governance**, to incorporate the requirements of The Ethical Sourcing Policy into **Procurement Activities** and continually measure and develop **TfL's Procurement** performance.
- 10.2 Harness best practice on Ethical Sourcing to maintain a continuous improvement philosophy. This will ensure processes and procedures are optimised according to **TfL's** needs throughout the procurement process.
- 10.3 Ensure contract award procedures are non discriminatory in line with EU law and UK law.

11.0 Monitoring and Reporting Progress

TfL will:

- 11.1 Aim to develop appropriate reporting and monitoring capability for relevant contracts.
- 11.2 Align its internal systems to generate required reports, or use external systems, such as Sedex.
- 11.3 Report on products purchased directly by TfL and products purchased on behalf of TfL by **TfL Suppliers**, and their sub-contractors as far as practicable.

12.0 Related Policies and Documentation

- 12.1 As the functional body responsible for delivering the Mayor's Transport Strategy, **TfL's** Policies, processes and procedures will be aligned with Policies and commitments made by the Mayor and the Greater London Authority (GLA).
- 12.2 The GLA responsible procurement commitments reflect the UK National Procurement Strategy for Local Government (2004). The strategy states that the public sector should use procurement to help deliver corporate responsibility objectives including economic, social and environmental benefits and that sustainability should be built into procurement strategies, processes and contracts.
- 12.3 In addition to Mayoral policies and commitments, **TfL's** ethical Sourcing Policy and associated **Procurement Activities** will be carried out in accordance with the relevant **TfL Policies**, and **Corporate Governance**.

13.0 Approval and Amendments

13.1 The approval and/or amendment of the **TfL Ethical Sourcing Policy** will take place via the **Corporate Governance** guidelines and the **Procurement** internal review mechanisms as appropriate.

13.2 Any amendments to this Policy must be submitted in writing to the Policy Owner.

14.0 Policy Owner and Contact Details

14.1 Andrew Quincey, Director of Group Procurement, is the designated owner of this policy.

14.2 For further information on the Policy, please contact the Policy manager, Tim Rudin: timrudin@tfl.gov.uk

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Appendix 1: The ETI Base Code

1.1 EMPLOYMENT IS FREELY CHOSEN

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

1.2 Not used (see section 4.4 of this policy).

1.3 WORKING CONDITIONS ARE SAFE AND HYGIENIC

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

1.4 CHILD LABOUR SHALL NOT BE USED

- 1.4.1 There shall be no new recruitment of child labour.
- 1.4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child; "child" and "child labour" being defined in the Appendix A.
- 1.4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.

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

1.5 LIVING WAGES ARE PAID

- 1.5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- 1.5.2 All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- 1.5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

1.6 WORKING HOURS ARE NOT EXCESSIVE

- 1.6.1 Working hours comply with national laws and benchmark industry standards, whichever affords greater protection.
- 1.6.2 Not used (see section 4.5 of this policy).

1.7 NO DISCRIMINATION IS PRACTISED

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

1.8 REGULAR EMPLOYMENT IS PROVIDED

- 1.8.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.
- 1.8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

1.9 NO HARSH OR INHUMANE TREATMENT IS ALLOWED

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

Appendix 2: Sedex

- 1.1 Sedex - the Suppliers Ethical Data Exchange - is a secure, web-based system for companies to maintain data on labour practices at the factories and facilities they use, and make this data available to their customers, in order to drive and demonstrate improvements.
- 1.2 Sedex are a tool to facilitate access to information, and do not set any standards or determine the policy of their members. Sedex are a UK-based, non-profit making company.
- 1.3 Further details and contact information can be found on the Sedex website: <https://www.sedex.org.uk>.

SCHEDULE 11

Business Continuity Policy

Briggs Marine & Environmental Services
"Business Continuity Planning Policy", March 2012



Briggs Marine & Environmental Services
Seaforth House, Seaforth Place, Burntisland, Fife, KY3
9AX
Tel: +44 (0)1592 872939
Email: marketing@briggsmarine.com
www.briggsmarine.com

Business Continuity Planning Policy

The Briggs Group takes the mitigation and management of all risk seriously.

Briggs recognises that it has an obligation to ensure that if an incident arises which threatens its assets, employees or service delivery to customers, it is ready and able to minimize any disruption and ensure resumption of business at the earliest opportunity through the implementation of an effective Business Continuity Plan ("BCP"), which will be embedded in the Quality System. This is under the direction and control of the Briggs SEQ Manager, who reports directly to the Group Managing Director.

The BCP will be prepared taking account of all key internal stakeholders, and having consulted where appropriate with emergency services and utilities providers.

Briggs will use the British Standard, BS 25999, Part 2:2007 as the guidance and structure for its business continuity activities and the ISO/IEC 24762 standard for all comparable disaster recovery activities

The BCP will encompass all measures which are required to ensure that in the event of an unforeseen event or set of circumstances, the following key objectives are safeguarded:

- The safety of employees, visitors and local community
- Timely and suitable response made to disruptive incidents
- Business continuity requirements are identified and implemented
- Assets of the business are protected; i.e. people, property, financial and commercial information
- IT, Business systems and electronic data recovery
- Communication with stakeholders and interested parties
- Sufficient resources are made available
- Management of the event is reviewed after the incident, so that lessons are learned and improvements made

The BCP will amongst other things, identify actions upon triggering the Plan, a checklist allocating key roles and responsibilities to key personnel, key contact details, and procedures for dealing with communications, PR and Media.

The BCP will be reviewed, developed and improved on a regular basis.

By signing this policy document, I acknowledge my overall responsibility for health, safety and environmental care within the organisation. This policy shall be reviewed annually, or more frequently if circumstances so require.

This policy statement is to be displayed on notice boards throughout the organisation.



Collieson Briggs
Managing Director
Briggs Marine & Environmental Services

SCHEDULE 12

Primary Insurances

Letter 'To whom it may concern' from Aon UK Limited dated 6 December 2012



8 Devonshire Square
London EC2M 4PL
Tel: [REDACTED]
Fax: [REDACTED]

06 December 2012

To Whom It May Concern

Dear Sirs

RE : TRANSPORT FOR LONDON – WOOLWICH FERRY TENDER

We confirm that Aon act as insurance brokers to Transport for London and that the cover as summarised below has been effected for the period 1 April 2012 to 31 March 2013 (or 1 October 2012 to 30 September 2013 in respect of Marine Protection & Indemnity).

Property Damage Insurance

TYPE: "All risks" of physical loss, destruction or damage including theft, mechanical and electrical breakdown, subsidence, and money.

INSURED: Transport for London and/or subsidiary companies and/or associated companies as declared including Croydon Tramlink and London Transport Museum Ltd and London Transport Museum Friends for their respective rights and interests.

The Policy has been extended to include London River Services and Serco Limited for their respective rights and interests in respect of the Woolwich Ferry Operations. A subrogation waiver in this respect is also agreed.

POLICY NUMBER: LTIG/PDI/11A

INTEREST: Accidental loss, destruction, or damage to all real and personal property owned by the Insured or for which the Insured is responsible or which the Insured has agreed to insure prior to the loss occurring including Rent Payable for a maximum period of 36 months.

INSURERS: London Transport Insurance (Guernsey) Limited and others.

LIMIT OF INDEMNITY: GBP £ 75,000,000 each and every loss or series of losses arising out of one event in excess of the deductible.

DEDUCTIBLE: GBP £ 5,000,000 each and every loss and or series of losses arising out of a single originating cause except as below.



Exceptions:

- a) GBP £ 100,000
 - Property owned by the Insured or occupied by them and primarily used as office accommodation.
 - Property owned and let or available to let for commercial or domestic purposes.
 - Money located within the Insured's premises.
 - Property designated to be the responsibility of Woolwich Ferry, except own vehicle/vessel impact to piers and pontoons.
- b) GBP £ NIL.
 - Personal property of officers, visitors, or employees of the Insured up to a limit of £ 1,000 per person.
 - Lock changing expenses.
- c) GBP £ 1,000,000.
 - Property designated to be the responsibility of the Woolwich Ferry in respect of own vehicle/vessel impact to piers and pontoons.

The maximum deductible any one incident shall be GBP £ 5,000,000.

If any premises or location are occupied as office accommodation no matter where situate then a deductible of £ 100,000 will apply to the office portion of the risk including the contents thereof. The definition of office premises includes the Network Control Centres and Line Control Centres operated within the office premises. Any part of a premises occupied by third party tenants and let by the Insured shall be subject to a deductible of £ 100,000 no matter where situate.

PERIOD OF INSURANCE:

1 April 2012 to 31 March 2013 both days inclusive.

CONDITIONS:

Always subject to policy terms, conditions, limitations and exclusions.

Public Liability Insurance

INSURED:

Transport for London and/or subsidiary companies and/or associated Companies as declared Including Croydon Tramlink and London Transport Museum Ltd and London Transport Museum Friends for their respective rights and interests

INTEREST:

To indemnify the Insured for all sums which the Insured shall become legally liable to pay as damages in respect of:

- Injury (including death or disease).
- Loss of or damage to property.
- Obstruction, interference with traffic, loss of amenities, trespass, nuisance.

Occurring during the Period of Insurance.

- Financial loss.
- Libel and slander.

Claims for which are first made against the Insured during the Period of Insurance.



LIMIT OF
INDEMNITY:

£10,000,000 any one occurrence unlimited in the Period of Insurance in respect of public liability

£10,000,000 any one occurrence and in the aggregate in the Period of Insurance in respect of products liability, financial loss, libel and slander, pollution and contamination

PERIOD OF
INSURANCE:

1 April 2012 to 31 March 2013 both days inclusive

TERRITORIAL
LIMITS:

Worldwide excluding business domiciled in the United States of America its territories and possessions Puerto Rico and Canada

INSURERS:

Limit £10,000,000

D A Constable

QBE International Insurance Ltd

Policy Ref: WS1200154

50%

50%

CONDITIONS:

Always subject to policy terms and conditions

Indemnity to others including any party to the extent required by contract or agreement

Policy limits operate in excess of the construction liability programme arranged by the Infracos under the PPP Agreement in respect of CAPEX with a limit of £25,000,000

Public enquiry costs subject to an aggregate limit of £1,000,000

MAIN EXCLUSIONS:

Terrorism

Asbestos

Pollution or contamination unless sudden and accidental. Absolute exclusion of pollution or contamination in USA or Canada

Professional indemnity except in respect of bodily injury or property damage arising therefrom

Liquidated damages

Punitive or exemplary damages in USA and Canada

Damage to products supplied by Insured

The cost of recalling removing repairing or replacing products if such products are withdrawn from sale or from use because of any known or suspected defect or deficiency therein

Nuclear risks

War risks

War risks

Cyber exclusion



Marine Protection & Indemnity

INSURED: Transport for London and/or subsidiary companies and/or associated Companies and/or Serco Group Plc

PERIOD OF INSURANCE: 1 October 2012 to 30 September 2013 both days inclusive

INSURERS: The Shipowners' Mutual Protection and Indemnity Association (Luxembourg)

VESSELS: Ernest Bevin, built 1963
James Newman, built 1963
John Burns, built 1963
Ferryman, built 1978
Freeman, built 2009
Lord Ashfield, built 1997

Including, if required, New and/or Acquired and/or Managed and/or Chartered vessels on values, terms and conditions and rates to be agreed

INTEREST: Protection and Indemnity as detailed below

TRADING: United Kingdom inland and coastal waters, principally operating across the River Thames at Woolwich and occasional voyages to Gravesend.

CONDITIONS: As per Shipowners' Club Rules

WARRANTIES: Warranted classed or surveyed in accordance with statutory regulations

SUBJECT TO: Cancelling Returns Only, notwithstanding the provisions of Rule 55

INCLUDING: Liabilities in respect of passengers (Rule 2 Section 2)
Liabilities in respect of persons other than seaman or passengers (Rule 2 Section 3)
Loss of or damage to property (Rule 2 Section 8)
Pollution (Rule 2 Section 9)
Wreck Liabilities (Rule 2 Section 12)

EXCLUDING: Liability in respect of seamen (Rule 2 Section 1)

DEDUCTIBLES: Passenger claims £1,000 each incident
Loss of or damage to vehicles £10,000 each incident
Fixed and Floating Objects claims £25,000 each incident (Rule 2 Section 8)
All other claims £5,000 each incident, except for the assured's launches where an all claims deductible £1,500 each incident applies

When one incident gives rise to claims of a different nature, the aggregate of all claims shall be subject to the highest deductible applicable to any one such claim



INFORMATION:

It is noted that workboats will be employed for the purpose of mooring and un-mooring at terminals and buoys, ferrying personnel, for shipwrights when erecting spacing for maintenance work under the spans and also as safety boats.

It is also noted that the ferries will undertake occasional trips between Woolwich and the pool of London and return with 450 disabled people with carers, subject to compliance with all statutory regulations and all MCA recommendations complied with

This letter is issued as a summary of cover and is for information purposes only. No rights are conferred by the issuing of this letter, nor does this letter amend, extend or alter the coverage afforded by the policies described herein.

Yours Faithfully



Todd Tolhurst
Client Service Advisor
For and on behalf of Aon UK Limited

SCHEDULE 13

Form of Variation

Contract Parties:

- (1) **LONDON RIVER SERVICES LIMITED** a company registered in England and Wales (Company Registration Number 03485723) whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL (the "Authority"); and
- (2) **BRIGGS MARINE CONTRACTORS LIMITED** a company registered in Scotland (Company Registration Number SC114978) whose registered office is at Seaforth House, Seaforth Place, Burntisland, Fife KY3 9AX (the "Operator").

Contract Number: tfl_scp_000383

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

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

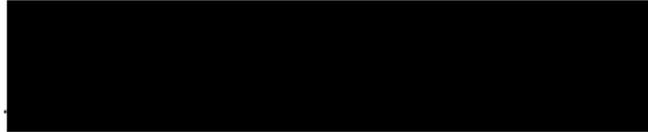
.....
For the Authority (signed)

.....
(print name)

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

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

Signed by)
for and on behalf of)
London River Services Limited)



Signature

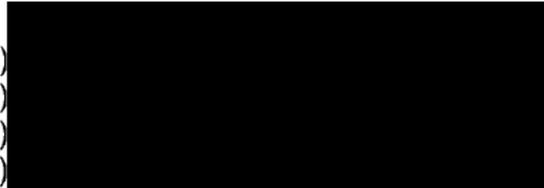
PETER HENRY - COMMISSIONER

Print name and position

11/12/12

Date

Signed by)
for and on behalf of)
Briggs Marine Contractors)
Limited)



Signature

Iain Ross, Marine Operations Director

Print name and position

Date

