

**CONTRACT FOR SERICES (LUL)**

**CONTRACT FOR SERVICES (LUL)**

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Contract Reference Number: TfL/Co/90151/LUL

Date: April 2012

**Contract for Services**  
**between**  
**London Underground**  
**and**  
**Vinci Construction UK t/a Vinci Facilities**

**CONTRACT FOR SERVICES (LUL)**

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## **CONTRACT FOR SERICES (LUL)**

**THIS CONTRACT** is made the 28<sup>th</sup> day of April 2012 at 00:01 hours

### **BETWEEN:**

- (1) London Underground (“**the Authority**”); and
- (2) VINCI Constuction Uk t/a Vinci Facilities, a company registered in England and Wales (Company Registration Number 2295904 whose registered office is at Astral House, Imperial Way, Watford, Hertfordshire, WD24 4WW “**the Service Provider**”).

### **RECITALS:**

- A. The Services required by the Authority are for the Total Facilities Management (TFM) of a portfolio of ‘head office’ type Premises in the Greater London area.
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

### **THE PARTIES AGREE THAT:**

- 1 The Authority and the Service Provider hereby agree and declare that this Form of Contract and the Schedules and other documents listed below will constitute the Contract.
- 2 The Schedules and other documents are:-

#### **ITEM**

#### **Schedules**

- 1 Definitions and Interpretation**
- 2a Conditions of Contract**
- 2b Key Contract Information**
- 2c Special Conditions of Contract**
- 3 LUL Specification**
- 4 Charging (Separate Excel Workbook)**
- 5 Project Plan**
- 6 Variation Procedure**
- 7 QUENSH Menu**
- 8 Strategic Labour Needs and Training**
- 9 Mobilisation Tasks**

**CONTRACT FOR SERVICES (LUL)**

**Other Documents**

TBD

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

Signed by  
for and on behalf of  
**The Authority**

)  
)  
)  
)  
Signature                      Print name and position

Date: 2nd JULY 2012

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

)  
)  
)  
)  
Signature                      Print name and position

Date: 21/5/12

**SCHEDULE 1 – DEFINITIONS AND INTERPRETATION (LUL)**

**SCHEDULE 1 – DEFINITIONS AND  
INTERPRETATION (LUL)**

## SCHEDULE 1 – DEFINITIONS AND INTERPRETATION (LUL)

### SECTION 1 – STANDARD DEFINITIONS AND INTERPRETATION

1.1 In the Contract (including the Recitals), unless the context indicates otherwise the following expressions shall have the following meanings:

<b>“Business Day”</b>	any day excluding Saturdays, Sundays or public or bank holidays in England;
<b>“Cessation Plan”</b>	a plan agreed between the Parties or determined by the Authority pursuant to Clause 28 to give effect to a Declaration of Ineffectiveness;
<b>“Charges”</b>	the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Schedule 2A Clause 26.6 and/or Clause 31;
<b>“Confidential Information”</b>	all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to either Party (including, in relation to the Authority, the TfL Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority (or any member of the TfL Group) or the Service Provider (as the case may be);
<b>“Contract”</b>	this Contract, including the Schedules and all other documents referred to in this Contract;
<b>“Contract Manager”</b>	the person named as such in Schedule 2B or such other person as notified to the Service Provider by the Authority;
<b>“Contract Commencement Date”</b>	the date for commencement of the Contract specified in Schedule 2B;
<b>“Contract Information”</b>	means (i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to [Clause obliging the Service Provider to submit invoices] which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the SAP document number, the clearing date and the invoice amount.
<b>“Declaration of Ineffectiveness”</b>	means a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 47J of the Public Contracts Regulations 2006 or Regulation 45J the Utilities Contracts Regulations 2006;
<b>“Force Majeure Event”</b>	any of the following: riot, civil unrest, war, act of terrorism,

## SCHEDULE 1 – DEFINITIONS AND INTERPRETATION (LUL)

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

### “**Holding Company**”

any company which from time to time directly or indirectly controls the Service Provider where “control” is as defined by section 840 of the Income and Corporation Taxes Act 1988;

### “**Insolvency Event**”

any of the following:

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

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

(c) being a company, the Service Provider and/or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);

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

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

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

### “**Intellectual Property Rights**”

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



## SCHEDULE 1 – DEFINITIONS AND INTERPRETATION (LUL)

	Kingdom and anywhere else in the world;
<b>“Key Personnel”</b>	the Service Provider’s key personnel named in Schedule 2B;
<b>“Losses”</b>	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
<b>“Milestone”</b>	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
<b>“Parties”</b>	the Authority and the Service Provider (including their successors and permitted assignees) and <b>“Party”</b> shall mean either of them as the case may be;
<b>“Procurement Manager”</b>	the person named as such in Schedule 2B and referred to in Schedule 2A Clause 7 or such other person as notified to the Service Provider by the Authority;
<b>“Project Plan”</b>	the plan (if any) for implementation and/or project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
<b>“Service Commencement Date”</b>	the date for commencement of the Services set out in Schedule 2B;
<b>“Service Provider Equipment”</b>	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
<b>“Service Provider’s Personnel”</b>	all such employees, officers, suppliers, sub-contractors and agents of the Service Provider as are engaged in the performance of any of the Services and including the Key Personnel;
<b>“Services”</b>	(a) subject to Schedule 2A Clause 26.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services and/or activities pursuant to Clause 31; and  (b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;

## SCHEDULE 1 – DEFINITIONS AND INTERPRETATION (LUL)

- “Specification”** the specification and other requirements set out in Schedule 3;
- “Term”** the period during which the Contract continues in force as provided in Schedule 2A Clause 2 and Schedule 2B;
- “TfL”** Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
- “TfL Group”** TfL and all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the TfL Group”** shall refer to TfL or any such subsidiary;
- “TfL Premises”** any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the TfL Group (including for the avoidance of doubt the Authority); and
- “Transparency Commitment”** Means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which TfL is committed to publishing its contracts, Tender documents and data from invoices received.
- “VAT”** means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.
- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:

## **SCHEDULE 1 – DEFINITIONS AND INTERPRETATION (LUL)**

- 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
- 1.7.2 the conflict is with a provision in Schedule 2c (Special Conditions of Contract), in which case the provisions in Schedule 2c shall prevail;
- 1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.10 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

## SCHEDULE 1 – DEFINITIONS AND INTERPRETATION (LUL)

### SECTION 2 – SPECIAL DEFINITIONS

<b>“Asset”</b>	an item of Equipment that is recorded in the Asset register;
<b>“Asset Register”</b>	the records of the Equipment for each of the Premises in a scheduled format prepared by the Service Provider;
<b>“Condition Based Maintenance (CBM)”</b>	Condition Based Maintenance is the regime of maintenance determined by condition monitoring and inspections of the Equipment to identify any forthcoming maintenance requirements/interventions as set out in the Maintenance Model;
<b>“Contract Variation”</b>	A change to the Contract specified in Annex 2A Clause 31, the procedure for which is specified in Schedule 6.
<b>“Core Hours”</b>	Monday to Friday 08:00 to 18:00 but excluding recognised National Holidays in England;
<b>“Documentation”</b>	operating manuals, maintenance manuals, program listings, data models, flowcharts, logic diagrams, input and output forms, instructions, technical literature (including, without limitation, drawings, designs, blue prints, schematics and plans), equipment and component inventories, source codes, purchase orders, manufacturers' specifications and details and any other functional specifications, and all other related materials in either eye-readable or electronic form, and complete or partial copies of the foregoing, relating to the Services;
<b>“Equipment”</b>	the Equipment is the apparatus, plant, assets, services and systems (or parts thereof) which are the subject of the Services. This shall include all electrical cables, switches and any other ancillary equipment from the 1st main point of incoming electrical, gas or water supply to the Equipment, i.e. main electrical isolators, fused connection units, gas valves or stopcocks;
<b>“Expiration Date”</b>	the date on which the Contract is due to expire as specified in Schedule 2B or such revised date as may be substituted therefore in accordance with the Contract;
<b>“Expiration Year”</b>	means the period of twelve months immediately preceding the Expiration Date;
<b>“Help Desk”</b>	A computer assisted system and process which receives requests, complaints, fault reporting relating to the Services and which initiates corrective action as necessary from the Service Provider;
<b>“Maintenance Model”</b>	The Maintenance Model is the maintenance regime to be performed as part of the Services, consisting of a

## SCHEDULE 1 – DEFINITIONS AND INTERPRETATION (LUL)

	combination of Planned Preventative Maintenance, Condition Based Maintenance and Reactive Maintenance applied to the Equipment;
<b>“Mobilisation”</b>	the activities needed to implement the Contract between the Contract Commencement Date and the Service Commencement Date;
<b>“Planned Preventive Maintenance (PPM)”</b>	Planned Preventive Maintenance is the regime of cyclical based maintenance activities to which the Equipment is subject as set out in the Maintenance Model;
<b>“Plant Rooms”</b>	Plant Rooms are secure rooms dedicated to the location of items of the Equipment
<b>“Plant Room Inspections”</b>	Plant Room Inspections are the inspection, in accordance with the Maintenance Model, of Plant Rooms;
<b>“Premises”</b>	any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the TfL Group (including for the avoidance of doubt the Authority), which are the subject matter of the Services, as identified in the Specification;
<b>“QUENSH”</b>	QUalityENvironment Safety & Health – an Authority mandatory internal standard.
<b>“Reactive Maintenance (RM)”</b>	Reactive Maintenance (RM) is the maintenance activity determined and identified by faults and failures occurring in the Equipment as set out in the Maintenance Model
<b>“Service Provider”</b>	means the person, firm or Companies named as such in the Form of Contract and its permitted assigns;
<b>“Site Services Matrix”</b>	the matrix contained in Schedule 3 Appendix 2 (Premises) which identifies the Services required at each Premises;
<b>“Statutory Compliance”</b>	Compliance to the statutory regulations that cover the Services to be provided;
<b>“Statutory Compliance Service Provider”</b>	means the person, firm or Companies contracted to ensure compliance to statutory regulations that cover the services to be provided;
<b>“Technical Library”</b>	A repository of all documents and information relating to the operation of the Services to be accessible by the Contract Manager”

**SCHEDULE 2A – CONDITIONS OF CONTRACT (LUL)**

**SCHEDULE 2A – CONDITIONS OF CONTRACT  
(LUL)**

## **SCHEDULE 2A – CONDITIONS OF CONTRACT (LUL)**

**1 Not used**

### **2 Commencement and Duration**

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 2B unless terminated earlier in accordance with Clause 26.

### **3 The Services**

**3.1 The Service Provider:**

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

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

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

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

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

**3.3** The Service Provider shall provide the Services:

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

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

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

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

### **4 Charges**

**4.1** The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in

## SCHEDULE 2A – CONDITIONS OF CONTRACT (LUL)

accordance with the Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.

- 4.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.
- 4.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

### **5 Payment Procedures and Approvals**

- 5.1 The Service Provider shall invoice the Authority in respect of the Charges:
- 5.1.1 where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 2B; or
  - 5.1.2 if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,
- and shall not make any separate charge for submitting any invoice.
- 5.2 The Service Provider shall submit invoices to the address set out in Schedule 2B. Each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name and address, a separate calculation of VAT and a brief description of the Services provided.
- 5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.
- 5.4 If the Authority considers that the Charges claimed by the Service Provider in any invoice have:
- 5.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 2B;
  - 5.4.2 not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.
- 5.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:
- 5.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the



## **SCHEDULE 2A – CONDITIONS OF CONTRACT (LUL)**

Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or

- 5.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 17, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.

### **6 Warrantees and Obligations**

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

- 6.1.1 the Service Provider:

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

6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

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

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

- 6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and

- 6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.

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

### **7 Operational Management**

- 7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract and the Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, unless otherwise notified by the Authority save in respect of issues relating to variations to the Contract, any matter

## SCHEDULE 2A – CONDITIONS OF CONTRACT (LUL)

concerning the terms of the Contract and any financial matter (including the issues in Schedule 4) which shall be referred to the Procurement Manager.

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

### **8 Service Provider's Personnel**

- 8.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.
- 8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or any member of the TfL Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.
- 8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract.
- 8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to such Service Provider's Personnel to any TfL Premises if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract and/or are otherwise incompetent, negligent, and/or guilty of misconduct and/or who could be a danger to any person and shall notify the Service Provider of such denial in writing; the Service Provider shall immediately remove such Service Provider's Personnel from performing the Services and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).
- 8.5 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or the TfL Group incur or suffer, whenever such Losses may arise or be brought by the Service Provider's Personnel or any subcontractors, agents and representatives of.F
- 8.6 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the Tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

### **9 Subcontracting and Change of Ownership**

- 9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority identifying the relevant sub-contractor which may be refused or granted subject to such conditions as the Authority sees fit.
- 9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
- 9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to

## SCHEDULE 2A – CONDITIONS OF CONTRACT (LUL)

- the Services or part of them (as the case may be) which that sub-contractor is required to provide;
- 9.2.2 be responsible for payments to that person; and
- 9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider.
- 9.3 The Service Provider shall:
- 9.3.1 not without the prior written consent of the Authority undergo any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and
- 9.3.2 give notice to the Authority in the event that there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company, such notice to be given within 10 Business Days of the date on which such change takes effect.
- 10 Conflict of Interest**
- 10.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the TfL Group, save to the extent fully disclosed to and approved by the Authority.
- 10.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the TfL Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 26.1.4
- 11 Access to Premises**
- 11.1 Subject to Clause 8.4 any access to any TfL Premises made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, that the Service Provider shall be responsible for its own costs or travel including any congestion charging. The Service Provider shall:
- 11.1.1 have the use of such TfL Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such TfL Premises;

## SCHEDULE 2A – CONDITIONS OF CONTRACT (LUL)

- 11.1.2 vacate such TfL Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;
  - 11.1.3 not exercise or purport to exercise any rights in respect of any TfL Premises in excess of those granted under this Clause 11.1;
  - 11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time; and
  - 11.1.5 not damage the TfL Premises or any assets on the TfL Premises.
- 11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any TfL Premises between the Service Provider and any member of the TfL Group.
- 11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 2B.

### **12 Compliance with Policies and Law**

- 12.1 The Service Provider, at no additional cost to the Authority:
- 12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at TfL Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request;
  - 12.1.2 shall provide the Services in compliance with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to the Service Provider's business and/or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;
  - 12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
  - 12.1.4 acknowledges that the Authority is under a duty under section 71 of the Race Relations Act 1976 and under section 49A of the Disability Discrimination Act 1995 to have due regard to the need to eliminate unlawful discrimination on the grounds of race or disability (as the case may be) and to promote equality of opportunity between persons of different racial groups and between disabled people and other people (as the case may be). In providing the Services, the Service Provider shall assist and cooperate with TfL and/or the Authority where possible in satisfying this duty;

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

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

12.1.5.2 eliminate unlawful discrimination; and

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

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

12.1.6 without prejudice to any other provision of this Clause 12.1 or the Schedules, shall comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.6, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004; and

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

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

12.2 Without prejudice to Clause 12.1, the Service Provider shall comply with the Authority's workplace harassment policy as updated from time to time (copies of which are available on request from the Authority) and with the Authority's Code of Conduct (which is available on the Authority's website, [www.tfl.gov.uk](http://www.tfl.gov.uk)).

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

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

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

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

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

### 13 **Corrupt Gifts and Payment of Commission**

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of the Authority or any member of the TfL

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Group nor favour any employee, officer or agent of the Authority or any member of the TfL Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Authority or any member of the TfL Group other than as a representative of the Authority, without the Authority's prior written approval.

### 14 Equipment

#### 14.1 Risk in:

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

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

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

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

### 15 Quality and Best Value

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

### 16 Records, Audit and Inspection

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

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

16.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law) following termination or expiry of the Contract ("**Retention Period**").

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

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### 17 Set-Off

The Authority shall be entitled but not obliged at any time or times to set off any liability of the Service Provider to the Authority against any liability of the Authority to the Service Provider.

### 18 Indemnity

- 18.1 Subject to Clause 18.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless the Authority and the other members of the TfL Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any direct or indirect breach or any negligent performance of the Contract by the Service Provider (or any of its employees, agents or sub-contractors) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).
- 18.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by the Authority and/or any other member of the TfL Group including by any of their respective employees, agents or sub-contractors.
- 18.3 The Service Provider's liability under this Contract, whether in contract, tort (including negligence), under any indemnity or otherwise shall be limited to and in no circumstances shall exceed ten million pounds (£10,000,000) for any one event in respect of loss or damage to any property real or personal and an amount for any one event equivalent to one hundred and fifty per cent (150%) of the Charges payable for the first year of the Term in respect of any other loss or liability

### 19 Insurance

- 19.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of not less than £10 million per claim (in terms approved by the Authority) in respect of the following to cover the Services ("**the Insurances**") and will ensure that the Authority's interest is noted on each and every policy or that any public liability, product liability or employer's liability insurance includes an Indemnity to Principal clause:
- 19.1.1 public liability to cover injury and loss to third parties;
  - 19.1.2 insurance to cover the loss or damage to any item related to the Services;
  - 19.1.3 product liability; and
  - 19.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 19.1.1 or, if applicable, the product liability insurance referred to in Clause 19.1.3. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.
- 19.2 The insurance cover will be maintained with a reputable insurer.

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- 19.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 19.1 and payment of all premiums due on each policy.
- 19.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 19.1 being or becoming void, voidable or unenforceable.
- 19.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

### **20 The Authority's Data**

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

### **21 Intellectual Property Rights and London 2012**

- 21.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services ("**the Products**") provided that such assignment shall not include items not prepared or developed for the purposes of this Contract.
- 21.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 21.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.
- 21.4 The Service Provider shall not (without the prior written approval of the London Organising Committee of the Olympic Games Limited ("LOCOG") in each case) represent that any Products or Services provided under the Contract have been endorsed or approved by the Authority, the British Olympic Association, the British Paralympic Association, LOCOG or any other official Olympic or Paralympic body, or that the Service Provider (including any of its products or services) are in any way associated with those organisations, the Olympic Games and/or Paralympic Games, or London 2012, including by publishing or issuing any statement (factual or otherwise) about the Service Provider's provision of the Products or Services to the Authority.

### **22 Protection of Personal Data**



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

### **23 Confidentiality and Announcements**

23.1 Subject to Clause 24, each Party will keep confidential:

23.1.1 the terms of this contract; and

23.1.2 any and all Confidential Information that it may acquire in relation to the other Party.

23.2 Neither Party will use the other Party's Confidential Information for any purpose other than to perform its obligations under this Contract. Each Party will ensure that its officers and employees comply with the provisions of Clause 23.1.

23.3 The obligations on a Party set out in Clause 23.1 will not apply to any Confidential Information:

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

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

23.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.

23.4 The provisions of this Clause 23 will survive any termination of this Contract for a period of 5 years from termination.

### **24 Freedom of Information**

24.1 For the purposes of this Clause 24:

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

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

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

24.2 The Service Provider acknowledges that the Authority:

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- 24.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and
- 24.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.
- 24.3 Without prejudice to the generality of Clause 24.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:
- 24.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Request relevant to the Contract, the Services or any member of the TfL Group that it or they (as the case may be) receive as soon as practicable and in any event within 2 Business Days of receiving such Information Request; and
- 24.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and/or copies of all such Information that the Authority requests and such details and/or copies shall be provided within 5 Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.
- 24.4 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 Service Provider shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

### **25 Dispute Resolution**

- 25.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract (“**Dispute**”) before resorting to litigation.
- 25.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) (“**Senior Personnel**”) of each of the Parties for resolution.
- 25.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, either Party may propose by notice to the other Party (“**Notice**”) that a structured mediation or negotiation be entered into with the assistance of a mediator.
- 25.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution (“**CEDR**”) in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 25.5 Where a dispute is referred to mediation under Clause 25.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model

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mediation procedures published by CEDR or such other procedures as the mediator may recommend.

- 25.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 25.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 40.
- 25.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 25.
- 25.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 25 and Clause 25 shall not apply in respect of any circumstances where such remedies are sought.

### **26 Breach and Termination of Contract**

- 26.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:
- 26.1.1 except as provided in and without prejudice to Clauses 26.1.3, the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;
  - 26.1.2 the Service Provider is subject to an Insolvency Event;
  - 26.1.3 the Service Provider is in breach of Clause 9.3;
  - 26.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10; or
  - 26.1.5 the Service Provider commits any of the money laundering related offences listed in the Public Contract Regulations 2006.
- 26.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties and/or obligations under Clause 6 and/or any of its other obligations in respect of the Services under the Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and/or obligations. Nothing in this Clause 26.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.

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- 26.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 26.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 26.4 Without prejudice to the Authority's right to terminate the Contract under Clause 26.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 26.4 may be disapplied by notice to that effect in Schedule 2B.
- 26.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 26.1, 26.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 28.
- 26.6 To the extent that the Authority has a right to terminate the Contract under this Clause 26 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.
- 27 Consequences of Termination or Expiry**
- 27.1 Notwithstanding the provisions of Clause 23, wherever the Authority chooses to put out to Tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to Tenderers such information concerning the Services as the Authority may require for the purposes of such Tender. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.
- 27.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
- 27.3 Upon expiry or termination of the Contract (howsoever caused):
- 27.3.1 the Service Provider shall, at no further cost to the Authority:
- 27.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its

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- nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and
- 27.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.
- 27.3.2 the Authority shall (subject to Clauses 17, 27.1 and 27.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.
- 27.4 On termination of the Contract under Clause 26.1 or a cessation of any Services under Clause 26.4 (but in the case of the latter only insofar as the right to cease any Services arises as a result of a right for the Authority to terminate under Clause 26.1), the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.
- 28 Declaration of Ineffectiveness**
- 28.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 27 and this Clause 28 shall apply as from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 27 and this Clause 28 or the Cessation Plan, the provisions of this Clause 28 and the Cessation Plan shall prevail.
- 28.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness.
- 28.3 As from the date of receipt by the Service Provider of the notification of the Declaration of Ineffectiveness, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 28.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and
- 28.3.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,

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

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

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

### **29 Survival**

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

### **30 Rights of Third Parties**

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

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

### **31 Contract Variation**

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

### **32 Novation**

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

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

32.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or

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otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

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### 33 **Non-Waiver of Rights**

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

### 34 **Illegality and Severability**

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

### 35 **Notices**

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

- 35.1 if delivered by hand, at the time of delivery;
- 35.2 if delivered by post, 2 Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or
- 35.3 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.

### 36 **Entire Agreement**

- 36.1 Subject to Clause 36.2:
  - 36.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and
  - 36.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's Tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.



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

### **37 Counterparts**

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

### **38 Relationship of the Parties**

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

### **39 Further Assurance**

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

### **40 Governing Law**

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

### **41 Data Transparency**



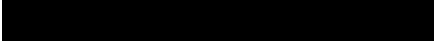
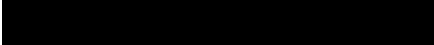
41.1 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 23 and Clause 24, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public. Commercially sensitive information will not be provided.

41.2 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 41.1. The Authority shall make the final decision regarding publication and/or redaction of the Contract Information. Commercially sensitive information will not be provided.

**SCHEDULE 2B – KEY CONTRACT INFORMATION (LUL)**

**SCHEDULE 2B – KEY CONTRACT  
INFORMATION (LUL)**

**SCHEDULE 2B – KEY CONTRACT INFORMATION (LUL)**

- 1 Contract Reference Number: TfL/Co/90151**
  
- 2 Name of Service Provider:**  
**Vinci Facilities**
- 3 Commencement:**
  - (a) Contract Commencement Date: 28<sup>th</sup> April 2012 at 23:59 hours**
  - (b) Service Commencement Date: 28<sup>th</sup> April 2012 at 23:59 hours**
  
- 4 Duration/Expiry Date:**  
**5 years (with option to extend for 2 further 18 month periods)**
- 5 Payment Period (see Schedule 2A Clause 5.1):**  
[insert alternative period]  
Where no alternative is listed, the payment period shall be 4-weekly
  
- 6 Address where invoices shall be sent:**  
Transport Trading Limited  
Accounts Payable  
PO Box 45276  
14 Pier Walk  
Greenwich  
London  
SE10 1AJ
  
- 7 Time for payment where not 30 days (see Schedule 2A, Clause 5.4):**
  
- 8 Details of the Authority’s Contract Manager**  
**Name:**   
**Address:** London Underground Ltd  
Templar House  
81-87 High Holborn  
London  
WC1V 6NU  
**Tel:**   
**Fax:**   
**Email:**   
**Or the nominated representative of the Contract Manager**
- 9 Details of the Authority’s Procurement Manager**

**SCHEDULE 2B – KEY CONTRACT INFORMATION (LUL)**

**Name:** [REDACTED]

**Address:** Transport for London  
Windsor House  
42-50 Victoria Street  
London  
SW1H 0TL

**Tel:** [REDACTED]

**Fax:** [REDACTED]

**Email:** [REDACTED]

**SCHEDULE 2B – KEY CONTRACT INFORMATION (LUL)**

**10 Service Provider’s Key Personnel:**

NAME & POSITION	CONTACT DETAILS	Area Of Responsibility
<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> Operations Director	<div style="background-color: black; width: 250px; height: 30px; margin-bottom: 5px;"></div>	VINCI Facilities, Total FM Sector <ul style="list-style-type: none"> <li>• Client Relationship Management</li> <li>• Sector Business Plan Delivery</li> </ul>
<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> Account Manager	<div style="background-color: black; width: 250px; height: 30px; margin-bottom: 5px;"></div>	VINCI Facilities, Total FM Sector <ul style="list-style-type: none"> <li>• Client Relationship Management</li> <li>• Operational Delivery</li> </ul>
<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> Mobilisation Manager	<div style="background-color: black; width: 250px; height: 30px; margin-bottom: 5px;"></div>	VINCI Facilities <ul style="list-style-type: none"> <li>• TUPE Management</li> <li>• Contract Mobilisation Management</li> <li>• Contact Transition Management</li> </ul>

**11 Notice period in accordance with Schedule 2A Clause 26.4 (termination without cause):**

90 days unless an alternative is listed here

**12 Address for service of notices and other documents in accordance with Schedule 2A Clause 35:**

Not applicable

## **SCHEDULE 2B – KEY CONTRACT INFORMATION (LUL)**

- 13**      **Office facilities to be provided to the Service Provider in accordance with Schedule 2A Clause 11.3:** See Schedule 3 Volume 1 Section 5.2.
  
- 14**      **Training to be provided by the Service Provider in accordance with Clause 3.11 of Schedule 3 Volume 1 Chapter 1.**
  
- 15**      **CompeteFor**  
Inconsultation with the Contract Manager, CompeteFor shall be used in the letting of all subcontract packages.

## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

### 1 Data Protection

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

<b>“Authority Personal Data”</b>	Personal Data Processed by the Service Provider on behalf of the Authority;
<b>“Data Subject”</b>	has the meaning given to it by section 1(1) of the DPA;
<b>“DPA”</b>	the Data Protection Act 1998 and related secondary legislation (as amended from time to time);
<b>“Personal Data”</b>	has the meaning given to it by section 1(1) of the DPA;
<b>“Processing”</b>	has the meaning given to it by section 1(1) of the DPA and <b>“Process”</b> and <b>“Processed”</b> will be construed accordingly;
<b>“Sensitive Personal Data”</b>	has the meaning given to it by section 2 of the DPA;

- 1.1 Without prejudice to the generality of Schedule 2A Clause 22, the Service Provider shall:
- 1.1.1 take appropriate technical and organisational security measures, that are satisfactory to the Authority from time to time, against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Personal Data;
  - 1.1.2 without prejudice to Clause 1.1.1, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data;
  - 1.1.3 provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clause 1.1.1 and 1.1.2;
  - 1.1.4 co-operate with the Authority in complying with any subject access request made by any Data Subject pursuant to the DPA and/or responding to any enquiry made or investigation or assessment of Processing initiated by the Information Commissioner in respect of any Authority Personal Data;
  - 1.1.5 when notified by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data;
  - 1.1.6 take reasonable steps to ensure the reliability of personnel having access to Authority Personal Data and to ensure that such personnel are fully aware of the measures to be taken and the Service Provider’s obligations under this Clause 1 when Processing Authority Personal Data; and
  - 1.1.7 not Process any Authority Personal Data outside the European Economic Area (or any country deemed adequate by the Commission pursuant to Article 25(6) Directive 95/46/EC) without the Authority’s prior written

## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

consent (which consent may be subject to additional conditions imposed by the Authority).

1.2 When the Service Provider receives a written request from the Authority for information about, or a copy of, Authority Personal Data, the Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within 10 Business Days from the date of the request.

1.3 The Authority remains solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed. The Service Provider shall not share any Authority Personal Data with any sub-contractor or third party without prior written consent from the Authority (in the Contract or otherwise) and unless there is a written contract in place with the Authority which requires the sub-contractor or third party to:

1.3.1 only Process Authority Personal Data in accordance with the Authority's instructions to the Service Provider; and

1.3.2 comply with the same obligations with which the Service Provider is required to comply with under this Clause 1 (and in particular Schedule 2A Clauses 12.1, 16.1, 16.2, 18.1, 20.2, and 23).

PROVIDED ALWAYS that no sub-contractor may assign or sub-contract (in whole or part) their rights or obligations under such (sub) contract and/or may not Process or permit the Processing of Authority Personal Data outside the United Kingdom without the explicit prior written consent of the Authority.

1.4 Following termination or expiry of this Contract, howsoever arising, the Service Provider:

1.4.1 may Process the Personal Data only for so long and to the extent as is necessary properly to comply with its non contractual obligations arriving under law (and will then comply with Clause 1.4.2);

1.4.2 subject to Clause 1.4.1, will not retain any copy, abstract, precis or summary of any Authority Personal Data and will at the instructions of the Authority, either securely destroy or securely and promptly return to the Authority (in such usable format as and to the extent the Authority may require) the Personal Data and relevant records and documentation accordingly. Authority Personal Data may not be Processed following termination or expiry of the Contract (even after the expiry of a further 5 years) save as permitted by this Clause 1.

1.5 Details of the Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:

**1. Data Subjects**

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

Staff data

**2. Categories of Data**



## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

The Personal Data to be Processed concerns the following categories of data:

Name, Office Location, Office Telephone number

### 3. **Purposes of the Processing**

The Personal Data is to be Processed for the following purposes:

Operation of the Helpdesk and provision of responses to Helpdesk requests.

### 4. **Manner of Processing**

The Personal Data is to be Processed in the following manner:

By way of electronic and paper process.

### 5. **Sensitive Personal Data**

The Personal Data concerns the following categories of Sensitive Personal Data (if any):

n/a

### 6. **Recipients**

The Personal Data may only be disclosed to the following recipients or categories of recipients within the Service Provider's organisation:

Operatives involved in providing the Service

### 7. **Onward Transfers**

The Personal Data may only be shared with the following recipients or categories of recipients outside the Service Provider's organisation:

The Authority

1.6 The Service Provider agrees that, and will procure that any sub-contractor will agree that, Authority Personal Data:

1.6.1 must only be Processed in accordance with the Authority's obligations to comply with the DPA and by such of their personnel as need to know Authority Personal Data;

1.6.2 must only be used as instructed by the Authority and as reasonably necessary to perform the Contract in accordance with its terms;

1.6.3 must not be used for any other purposes (in whole or part) by any of them (and specifically but without limitation must not be copied or referred to in whole or part through training materials, training courses, discussions or negotiations or contractual arrangements with third parties or in relation to proposals or Tenders with the Authority (or otherwise), whether on renewal of this Contract or otherwise, without the prior written consent of the Authority); and

1.6.4 must not be used so as to place the Authority in breach of the DPA and/or to expose it to risk of actual or potential liability to the Information Commissioner, Data Subjects and/or reputational damage and/or to any order being made against the Authority preventing, suspending or limiting the Processing of Authority Personal Data.

## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

- 1.7 The Service Provider will, and will procure that any sub-contractor shall:
- 1.7.1 promptly notify the Authority by telephone and within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of security and/or of the Contract and/or Clause 1 in relation to Authority Personal Data including unauthorised or unlawful access or Processing of, or accidental loss, destruction or damage of any Authority Personal Data;
  - 1.7.2 keep the Authority properly and regularly informed consequently;
  - 1.7.3 fully cooperate with the reasonable instructions of the Authority in relation to the Processing and security of Authority Personal Data in accordance with the Contract and in compliance with the DPA (including procuring access to sub-contractor premises);
  - 1.7.4 cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing (whether in relation to Processing pursuant to the Contract, in relation to the DPA or in relation to any actual or suspected breach), whether by the Authority (or on its behalf) any central or local government audit authority, the Information Commissioner, police or otherwise and both during the Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);
  - 1.7.5 ensure all their personnel who can and/or do access Authority Personal Data are suitably trained in relation to the obligations to protect Personal Data in accordance with the DPA and this Contract, understand such obligations and comply with them and that such training is updated at reasonable intervals; and
  - 1.7.6 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided to it by the Authority from time to time.
- 1.8 The Service Provider will, and will procure that any sub-contractor will, acknowledge:
- 1.8.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Contract;
  - 1.8.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Contract or negligence in relation to Authority Personal Data;
  - 1.8.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Contract;
  - 1.8.4 notwithstanding Schedule 2A Clause 26.1.1, if the Service Provider has committed a material breach under Clause 1.8.3 on two or more separate occasions, the Authority may at its option:
    - 1.8.4.1 exercise its step in rights pursuant to Clause 11;

## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

- 1.8.4.2 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
- 1.8.4.3 terminate the Contract in whole or part with immediate written notice to the Service Provider.
- 1.9 If the Service Provider Processes bank card details under the Contract, it shall comply with the Payment Card Industry Data Security Standard (PCI DSS) as updated from time to time, in providing the Services. The Service Provider shall demonstrate compliance on an annual basis to the Authority by providing confirmation in writing from a qualified Security Assessor if its compliance with PCI DSS.
- 1.10 For the avoidance of doubt, and without prejudice to Clause 1.4, the obligations in this Clause 1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.
- 1.11 The indemnity in Schedule 2A Clause 18 shall apply to any breach of this Clause 1 and shall survive termination or expiry of the Contract.

## 2 IT Systems

### “e-GIF”

the UK Government’s “e-government interoperability framework” standard, as may be updated from time to time, details of which are available on the Cabinet Office website, [www.govtalk.gov.uk](http://www.govtalk.gov.uk);

### “Euro Compliant”

that the software, electronic or magnetic media, hardware or computer system (whichever is applicable) is capable of, and will not require any replacement or changes in order to be capable of, supporting the introduction of, changeover to and operation of the Euro as a currency and in dual currency (Sterling and Euro) and will not manifest any material error nor suffer a diminution in performance or loss of functionality as a result of such introduction, changeover or operation and it shall (if applicable) be capable of processing transactions calculated in Euros separately from or in conjunction with other currencies and is capable of complying with any legislative changes relating to the Euro;

- 2.1 The Service Provider shall ensure that any software, electronic or magnetic media, hardware or computer system used or supplied by the Service Provider in connection with the Contract shall:

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

**SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)**

- 2.1.2 not cause any damage, loss or erosion to or interfere adversely or in any way with the compilation, content or structure of any data, database, software or other electronic or magnetic media, hardware or computer system used by, for or on behalf of the Authority and/or any other member of the TfL Group, on which it is used or with which it interfaces or comes into contact;
- 2.1.3 be compliant with e-GIF; and
- 2.1.4 be Euro Compliant.
- 2.2 any variations, enhancements or actions undertaken by the Service Provider in respect of such software, electronic or magnetic media, hardware or computer system shall not affect the Service Provider's compliance with this Clause 2.
- 3 Personnel Management and Training
  - 3.1 The Service Provider shall provide the Key Personnel and shall procure that they:
    - 3.1.1 diligently supervise the performance of the Services;
    - 3.1.2 attend all contract meetings with the Authority (the location, frequency and time of which shall be specified by the Authority from time to time); and
    - 3.1.3 be available to the Authority to resolve any issues arising in connection with the Contract at such time period as is specified in Schedule 1.
  - 3.2 The Service Provider may only make any changes to the Key Personnel (except in the event of sickness, incapacity or resignation) with the prior consent of the Procurement Manager (which shall not be unreasonably withheld).
  - 3.3 The Service Provider:
    - 3.3.1 without prejudice to Schedule 2A Clause 8.2 undertakes that all the Service Provider's Personnel possess the appropriate skills, qualifications and experience to perform the tasks assigned to them, and that they shall be available at such times as are necessary to perform the Services in accordance with the Contract;
    - 3.3.2 shall ensure that all the Service Provider's Personnel are in possession of valid work permits if they are non-European Community nationals; and
    - 3.3.3 subject to Clause 3.5 shall (at its expense) provide or procure the provision of training for the Service Provider's Personnel in respect of all aspects of its performance of the Contract and, as the Authority may require, for any employees, agents and contractors of the Authority in relation to the operation or use of any equipment supplied under the Contract in accordance with the terms set out in Schedule 2B.
  - 3.4 Without prejudice to the Service Provider's other obligations under the Contract, where training of any or all of the Service Provider's Personnel is required for the purposes of performance of the Contract, the Service Provider shall not assign any Service Provider's Personnel to the performance of the Contract unless and until such Service Provider's Personnel have satisfactorily completed such training.

## **SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)**

3.5 The Authority will arrange (at its expense) safety training (as referred to in Schedule 7) for those of the Service Provider's Personnel identified at the Service Commencement Date (if any) but, for the avoidance of doubt, such safety training in respect of any other Service Provider's Personnel will be arranged by and be at the expense of the Service Provider. For the avoidance of doubt, the Authority will not be responsible for the remuneration, travel, subsistence or other similar costs and expenses of any of the Service Provider's Personnel attending any training under this Clause 3.5.

### **4 Security and Guarantees**

4.1 As a condition precedent to the Contract, the Service Provider shall (to the extent that it has not already done so) provide at its expense:

4.1.1 a parent company guarantee (from such Holding Company as the Authority may require unless otherwise agreed with the Authority) and, if requested by the Authority, a legal opinion as to its enforceability; and/or

4.1.2 a performance bond, together with a legal opinion as to its enforceability, each as may be set out in the Appendices to this Contract (for the avoidance of doubt, if no such appendices are included, no such guarantee, bond or legal opinion is required).

4.2 The Authority shall not be obliged to make any payment to the Service Provider under the Contract whether for the Charges or otherwise unless and until the parent company guarantee and/or performance bond (as the case may be) (and legal opinion if applicable) have been provided in a form satisfactory to the Authority.

4.3 The Service Provider shall be regarded as being in material breach of the Contract which is incapable of remedy in the event that any parent company guarantee and/or performance bond (as the case may be) is or becomes invalid or otherwise unenforceable.

4.4 Where the Service Provider has provided the Authority with a performance bond and thereafter any variation is made to the Services under Schedule 2A Clause 31, the Authority may in its discretion require the Service Provider to provide at its expense a replacement performance bond for a greater sum where such variation either alone or when aggregated with any other variations has resulted in a material increase to the value of the Contract to the Authority.

### **5 Further Confidentiality Requirements**

5.1 The Service Provider shall:

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

## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

- purging of all disk-based Confidential Information and the reformatting of all disks; and
- 5.1.2 not, except where provided in Schedule 2A Clause 23 or with the prior written consent of the Authority, disclose to any person the nature or content of any discussions or negotiations between the Parties relating to the Confidential Information.
- 5.2 The Service Provider acknowledges that damages would not be an adequate remedy for any breach of Schedule 2A Clause 23 or this Clause 5 and that (without prejudice to all other rights, powers and remedies which the Authority may be entitled to as a matter of law) the Authority shall be entitled to the remedies of injunction, specific performance and other equitable relief to enforce the provisions of Schedule 2A Clause 23 and this Clause 5 and no proof of special damages shall be necessary for the enforcement of the provisions of Schedule 2A Clause 23 and this Clause 5.
- 5.3 The Service Provider shall not advertise or announce the existence of the Contract or that it is providing the Services to the Authority without the prior written consent of the Authority and the Authority shall have the right to approve any advertisement or announcement before it is made.
- 6 Option to Extend Duration**
- The Authority has an option, exercisable at its sole discretion, to extend the duration of the Contract for a further period or periods up to a total of three years (in two stages each of 18 month's duration) by notice in writing to the Service Provider provided that such notice is served at least one month prior to the expiry of the initial duration of the Contract or the expiry of any previous extension, if later.
- 7 Option to Extend Services**
- 7.1 The Authority has an option, exercisable at its sole discretion, to extend the Services to include some or all of the services set out below, as further detailed in the Specification:
- Facilities Related Services ("the Additional Services")
- 7.2 If the Authority decides to exercise its option under this Clause 7, it shall give the Service Provider not less than one month's written notice of such decision and it shall inform the Service Provider of the Additional Services it requires, the date upon which it requires the Additional Services to be provided and any additional requirements in relation to the Additional Services. The Service Provider shall provide the Additional Services from such date or from such other date as may be agreed by the Parties and at such rates as are specified in Schedule 4.
- 7.3 The Service Provider acknowledges and agrees that::
- 7.3.1 the Authority shall be under no obligation to exercise an option under this Clause 7;
- 7.3.2 the Service Provider shall not be entitled to and shall have no expectation of the right to perform the Additional Services; and

## **SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)**

- 7.3.3 the Authority may appoint a person other than the Service Provider to provide the Additional Services.
- 7.4 Any extension of the Services to include the Additional Services shall be on the terms of this Contract and on such other terms as are agreed in writing between the Parties and references to “Services” in this Contract shall include the Additional Services.
- 8 Crime and Disorder Act, 1998**
- The Service Provider acknowledges that the Authority is under a duty in accordance with Section 17 of the Crime and Disorder Act 1998:
- 8.1 to have due regard to the impact of crime, disorder and community safety in the exercise of the Authority’s duties;
- 8.2 where appropriate, to identify actions to reduce levels of crime and disorder; and
- 8.3 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 Service Provider will assist and co-operate with the Authority, and will use reasonable endeavours to procure that its sub-contractors observe these duties and assists and co-operates with the Authority where possible to enable the Authority to satisfy its duty.
- 9 Offers of Employment (Non-solicitation)**
- For the duration of the Contract and for a period of 6 months after expiry or termination of the Contract, the Service Provider shall not employ or offer employment to any TfL Group employees who have been associated with the provision of the Services by the Service Provider without the Authority’s prior written consent. Any breach of this Clause 9 shall render the Service Provider liable to pay to the Authority a sum equal to the basic salary payable to the employee by the Service Provider during the first 6 months of new employment.
- 10 Step-in**
- 10.1 If the Authority reasonably believes that it needs to take action in connection with the Services:
- 10.1.1 because a serious risk exists to the health or safety of persons or property or to the environment; and/or
- 10.1.2 to discharge a statutory duty,
- 10.2 The Authority shall provide notice to the Service Provider in writing of the following:
- 10.2.1 the action it wishes to take;
- 10.2.2 the reason for such action;
- 10.2.3 the date it wishes to commence such action;
- 10.2.4 the time period which it believes will be necessary for such action; and

## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

- 10.2.4 to the extent practicable, the effect on the Service Provider and its obligations to provide the Services during the period such action is being taken.
- 10.3 Following service of the notice required in Clause 10.2, the Authority or a third party appointed by the Authority for the purpose shall take such action as is notified under these provisions and any consequential additional action as the Authority reasonably believes is necessary (the “**Required Action**”) and the Service Provider shall give all reasonable assistance to the Authority or such third party while it is taking such Required Action (such assistance to be at the expense of the Authority).
- 10.4 For so long as and to the extent that the Required Action is taken, and this prevents the Service Provider from providing any part of the Services, the Service Provider shall be relieved from its obligations to provide such part of the Services and the Authority shall not be liable to pay Charges for such part of the Services (except to the extent that the Authority shall pay the Service Provider for the assistance it provides in accordance with Clause 10.3).
- 11 Adjustment to Charges (Indexation)**
- 11.1 In this Clause 11 , “AWE” shall mean the Average Weekly Earnings as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree.
- 11.2 On and with effect from each anniversary of the Service Commencement Date, the Charges shall be adjusted upwards or downwards (as the case may be) by the amount of the change (if any) in AWE Fbetween its rate last published (as final) immediately before such anniversary and its rate published (as final) twelve months before that.
- 11.3 On and with effect from each anniversary of the Service Commencement Date, the Charges shall be adjusted downwards by 5%.
- 12 Income and Corporation Taxes**
- 12.1 Where a payment is made to the Service Provider by the Authority and the “Construction Industry Scheme” provided for under Chapter IV of Part XIII Income and Corporation Taxes Act 1988 applies, the payment will not be made until the Service Provider has produced to the Authority in accordance with the Construction Industry Scheme:
- 12.1.1 current and valid sub-contractor’s tax certificate (C.I.S. 5 or C.I.S. 6); or
- 12.1.2 a current and valid registration card (C.I.S. 4(P) or C.I.S. 4(T)).
- 12.2 If the Service Provider does not produce a current and valid sub-contractor’s tax certificate, the Authority will be entitled to deduct any tax from the payment due to the Service Provider that is required by the Construction Industry Scheme before paying the balance to the Service Provider.
- 12.3 For the avoidance of doubt where the Construction Industry Scheme applies for any payment due to the Service Provider the Authority shall be under no obligation to make such payment to the Service Provider if the Service Provider cannot produce a current and valid sub-contractor’s registration card at the time payment is due to it.



## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

### 13 Housing Grants Construction and Regeneration Act 1996

13.1 Schedule 2A Clause 17 shall be deleted and replaced with the following:

#### 17 Set Off

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract or under any other contract with any member of the TfL Group (provided that the Authority has given an effective notice (which must not be less than seven days) of its intention to withhold payment, in accordance with section 111 of the Housing Grants, Construction and Regeneration Act 1996), or the Authority may recover such amount as a debt.

13.2 Schedule 2A Clause 25 shall be deleted and replaced with the following:

#### 25 Dispute Resolution

25.1 Subject to the right of either Party to refer any dispute for adjudication as set out in the remainder of this Clause 25, the Authority and the Service Provider shall use their reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Contract before resorting to adjudication or litigation.

25.2 Either Party has the right to refer any dispute arising out of, under or in connection with the Contract for adjudication at any time and either Party may give notice in writing (the "**Adjudication Notice**") to the other of the intention to do so. The adjudication will be conducted in accordance with the Authority's Adjudication Rules or such other adjudication rules as the Authority may identify (the "**Rules**" which expression will mean the most recent edition of the Rules as at the date of any Adjudication Notice).

25.3 The Party referring the dispute to adjudication will follow the Rules to secure the appointment of an adjudicator, endeavouring to secure such appointment within 7 days of the Adjudication Notice.

25.4 Each Party shall:

25.4.1 comply with the Rules and the directions the adjudicator makes in accordance with the Rules;

25.4.2 facilitate the resolution of the dispute as quickly and economically as possible; and

25.4.3 continue to act in accordance with the Contract throughout the adjudication.

25.5 The adjudicator will decide on the dispute in accordance with the Rules and will notify the Parties of the decision within the period permitted by the Rules. A decision made by the adjudicator in accordance with the Rules is binding on the Parties unless finally determined by legal proceedings or by agreement.

## **SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)**

- 25.6 Where an adjudicator has given a decision under the applicable adjudication rules and no notice has been served by either Party disputing that decision no later than three months after the decision in question, the adjudicator's decision shall be final as well as binding.
- 25.7 The Parties will implement an adjudicator's decision without delay. The Parties are entitled to summarily enforce the reliefs and remedies set out in an adjudicator's decision, even if the decision is subject to legal proceedings. Neither Party is entitled to raise any right of set-off, counterclaim or abatement in connection with any enforcement proceedings.
- 25.8 None of the following are liable for anything done or omitted in the discharge or purported discharge of his/her functions in any adjudication, unless the act or omission is in bad faith:
- 25.8.1 the adjudicator; or
  - 25.8.2 any employee, agent or advisor of the adjudicator.
- 25.9 The Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while a dispute is being resolved.
- 14 Construction (Design and Management) Regulations 2007**
- 14.1 For the purposes of the Construction (Design and Management) Regulations 2007 ("the CDM Regulations") the Authority is the Client (as defined in the CDM Regulations) in respect of the Services (in so far as they consist of or include construction work as defined in the CDM Regulations).
- 14.2 Without prejudice to any other obligation of the Service Provider to comply with the requirements of the CDM Regulations, the Authority appoints and/or reserves the right to appoint as part of the Services the Service Provider to act as either or both of the following:
- 14.2.1 CDM co-ordinator pursuant to Regulation 14(1) of the CDM Regulations;
  - 14.2.2 Principal contractor pursuant to Regulation 14(2) of the CDM Regulations.
- 14.3 The Service Provider accepts and/or agrees to accept any such appointment if so appointed and agrees to carry out all obligations imposed by the CDM Regulations on the CDM Co-ordinator and/or the Principal Contractor as the case may be. Any such appointment made after the date of execution of the Contract will be a variation in accordance with Schedule 2A Clause 31 and the Charges will be varied by reference to the sums set out in Schedule 4 (if any).
- 14.4 The Parties will provide each other with all necessary assistance which they may reasonably require in order to fulfil their respective obligations pursuant to any appointment made under Clause 14.2.
- 15 Transfer of Employees to Service Provider**
- 15.1 Schedule 2A Clause 8.1 shall be deleted and replaced with the following.
- 15.2 For the purposes of this Clause 15, unless the context indicates otherwise, the following expressions shall have the following meanings:

## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

- 16.2.1 “**Code**” means the Code of Practice on Workforce Matters in Local Authority Service Contracts, contained in Annex C of Circular 07/2003, issued by the Office of the Deputy Prime Minister on 30 September 2003 as amended from time to time;
- 15.2.2 “**Current Service Provider**” means provider of services substantially similar to the Services immediately before the Service Commencement Date (which may or may not be the Authority);
- 15.2.3 “**Employment Costs**” means wages, holiday pay, employment benefit, costs, redundancy costs and unfair dismissal costs and awards in respect of all Transferring Staff;
- 15.2.4 “**Further Transfer Date**” means the date of the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider;
- 15.2.5 “**Regulations**” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended;
- 15.2.6 “**Replacement Service Provider**” means any replacement supplier or provider to the Authority of the Contract (or any part of it);
- 15.2.7 “**Re-Transferring Personnel**” means any Service Provider’s Personnel who:
- (a) will transfer to the employment of either the Authority or the Replacement Service Provider pursuant to the Regulations; or
  - (b) accepts an offer of employment from the Authority or a Replacement Provider (as appropriate),
- upon the expiration or termination (in whole or in part) of this Contract;
- 15.2.8 “**Statement of Practice**” means the Cabinet Office’s Statement of Practice, “Staff Transfers in the Public Sector” (January 2000) as amended from time to time;
- 15.2.9 “**Transfer of Provision**”; means the transfer of the provision of the Services from the provision by the Current Service Provider to the provision by the Service Provider; and
- 15.2.10 There are no “**Transferring Staff**” from LUL for the purposes of this specification.
- 15.3 It is understood and acknowledged by the Parties that the Regulations apply to the Transfer of Provision and accordingly, pursuant to the Regulations, the contracts of employment between the Current Service Provider and the Transferring Staff will have effect from the Contract Commencement Date as if originally made between the Service Provider and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of the Regulations which will be subject to the provisions of Clause 15.4).
- 15.4 [The Service Provider will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 with effect from the Contract Commencement Date]

## **SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)**

- 15.5 All Employment Costs in respect of the period:
- 15.5.1 up to the Contract Commencement Date (whether or not due for payment at that date) will be the responsibility of the Current Service Provider; and
  - 15.5.2 on and after the Contract Commencement Date will be the responsibility of the Service Provider,
- and will, if necessary, be apportioned on a time basis between the Current Service Provider and the Service Provider.
- 15.6 The Service Provider will indemnify, keep indemnified and hold harmless the Authority from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) which the Authority incurs or suffers arising out of or in connection with:
- 15.6.1 any act or omission by or on behalf of the Service Provider in respect of any person employed or engaged by it including, on or after the Contract Commencement Date, the Transferring Staff;
  - 15.6.2 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission and/or, communication made to the Transferring Staff before the Contract Commencement Date by, on behalf of and/or at the instruction of the Service Provider;
  - 15.6.3 any failure by the Service Provider to provide sufficient information to the Current Service Provider to enable it to comply with its information and consultation obligations under the Regulations;
  - 15.6.4 the employment or termination of employment by the Service Provider of any Transferring Staff (whether or not terminated by notice and, if so terminated, whenever that notice expires) on or from the Contract Commencement Date; and/or
  - 15.6.5 any actual, proposed or anticipated changes made by the Service Provider to the terms and conditions of employment of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.
- 15.7 The Service Provider will provide the Current Service Provider, as soon as practicable, but in any event in good time before the Contract Commencement Date with all information which the Current Service Provider may reasonably require to enable it to comply with its information and consultation obligations under the Regulations.
- 15.8 The Service Provider warrants and undertakes to the Authority that all information given to the Authority regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.
- 15.9 The Service Provider will promptly when requested by the Authority (but not more than twice in any year and not more than 7 days after the date of any

## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

notice to terminate this Contract given by either Party for any reason whatsoever) provide, and use its best endeavours to procure that any relevant sub-contractor provides, the following information to the Authority:

- 15.9.1 a list of current Service Provider's Personnel and sub-contractors (each identified as such in the list) (the "**Staff List**");
- 15.9.2 all material terms and conditions relating to the employment or engagement of the persons listed on the Staff List;
- 15.9.3 written job descriptions of the persons listed on the Staff List;
- 15.9.4 all other information which the Service Provider or sub-contractors knows or ought to know about its or their rights, powers, duties and liabilities under or in connection with the contracts of employment of the persons listed on the Staff List including without limitation their job titles, grades or seniority, dates of commencement of continuous employment, remuneration (salary and benefits) and pension rights; and
- 15.9.5 in the situation where notice to terminate this Contract has been given, a list of all persons who are engaged or have been engaged during the preceding six months in the provision of the Contract, whom the Service Provider considers will not transfer under the Regulations for any reason whatsoever together with details of their role and a full explanation of why the Service Provider thinks such persons will not transfer, such information together being the "**Staffing Information**".
- 15.10 The Service Provider will notify the Authority in as much detail as possible as soon as practicable and in any event within 5 days of the Service Provider becoming aware of any additional or new Staffing Information and/or any changes to any Staffing Information already provided.
- 15.11 The Service Provider warrants to the Authority that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.
- 15.12 Subject to Clause 15.13, the Service Provider will provide the Authority with a final Staff List (the "**Final Staff List**") not less than 14 days before the date of expiry or earlier termination of the Contract.
- 15.13 If the Contract is terminated by either Party in accordance with Schedule 2A Clause 26.1 or by the Authority in accordance with Schedule 2A Clause 26.1, 26.2 or 26.5 then the Final Staff List will be provided by the Service Provider to the Authority within 14 days of the date of termination of the Contract.
- 15.14 The Service Provider warrants that as at the date of expiry or earlier termination of the Contract:
  - 15.14.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;
  - 15.14.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and
  - 15.14.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority.

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- 15.15 From the earlier of:
- 15.15.1 the date falling 3 calendar months before the date of expiry of the Contract; or
  - 15.15.2 if the Contract is terminated by either Party in accordance with Schedule 2A Clause 26.3 or by the Authority in accordance with Schedule 2A Clause 26.1, 26.2 or 26.5, the date of the relevant termination notice; [or the Service Provider will not and will procure that its sub-contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
  - 15.15.3 terminate or give notice to terminate the employment or engagement, or replace, the persons listed on the most recent Staff List and/or any Re-Transferring Personnel;
  - 15.15.4 deploy or assign any other person to perform the Services who is not included on the most recent Staff List;
  - 15.15.5 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List and/or any Re-Transferring Personnel;
  - 15.15.6 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel; or
  - 15.15.7 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the most recent Staff List.
- 15.16 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the period referred to in Clause 15.15 regardless of when such notice takes effect.
- 15.17 For the avoidance of doubt, the Service Provider confirms that the Authority will be permitted to disclose any information provided to it under this Clause 15 in summary form to any person who has been invited to Tender for the provision of the Services (or similar services) and to any Replacement Service Provider.
- 16 Transfer of Employees on Expiry or Termination**
- 16.1 If the Regulations apply on the expiration or termination of the Contract and/or the appointment of a Replacement Service Provider, the following will apply:
- 16.1.1 The contracts of employment of each member of the Re-Transferring Personnel will have effect (except in relation to occupational pension scheme benefits excluded under Regulation 10 of the Regulations which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005) from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Service Provider (as appropriate).
  - 16.1.2 During the period commencing on the earlier of:

## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

- 16.1.2.1 the date falling 6 calendar months before the Further Transfer Date; or
- 16.1.2.2 if the Contract is terminated by either Party in accordance with Schedule 2A Clause 26.3 or by the Authority in accordance with Schedule 2A Clause 26.1, 26.2, 26.4 or 26.5, the date of the relevant termination notice,

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

- (a) provide the Authority with access to such employment records as the Authority may require to put in place the administrative arrangements for the transfer of the contracts of employment of the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);
- (b) allow the Authority to have copies of any of the documents referred to in **Clauses 15 and 16**; and
- (c) provide all original employment records relating to the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate).

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

- 16.1.3 The Service Provider warrants to each of the Authority and the Replacement Service Provider (as applicable) that as at the Further Transfer Date no Re-Transferring Personnel (except where the Service Provider has notified the Authority and the Replacement Service Provider (if appointed) in writing to the contrary) to the Service Provider's knowledge:
  - 16.1.3.1 is under notice of termination;
  - 16.1.3.2 is on long-term sick leave;
  - 16.1.3.3 is on maternity, parental or adoption leave;
  - 16.1.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;
  - 16.1.3.5 is entitled or subject to any additional terms and conditions of employment other than those disclosed to the Authority or Replacement Service Provider (as appropriate);
  - 16.1.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;
  - 16.1.3.7 has received a written warning (other than a warning that has lapsed);
  - 16.1.3.8 has taken or been the subject of a grievance procedure within the previous two years; or
  - 16.1.3.9 has objected, or has indicated an intention to object, in accordance with the Regulations to his or her employment transferring to the

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Authority or Replacement Service Provider (as appropriate) under the Regulations.

- 16.1.4 The Service Provider undertakes to each of the Authority and any Replacement Service Provider (as appropriate):
- 16.1.4.1 that it will continue to perform and observe all of its obligations and those of any of its predecessors under or in connection with the contracts of employment of the Re-Transferring Personnel up to the Further Transfer Date;
  - 16.1.4.2 to pay to the Re-Transferring Personnel all sums to which they are entitled from the Service Provider and/or any sub-contractor up to the Further Transfer Date (regardless of when such sums fall due) including, without limitation, all wages and salaries, sick pay, maternity pay, any liability to taxation, expenses, accrued bonus, commission and other sums payable in respect of any period up to the Further Transfer Date; and
  - 16.1.4.3 to comply in all respects with its information and consultation obligations under the Regulations and to provide to the Authority or Replacement Service Provider (as appropriate) such information as the Authority or Replacement Service Provider may request in order to verify such compliance.
- 16.1.5 In respect of the Re-Transferring Personnel the Parties agree that all Employment Costs will be apportioned on a time basis (regardless of when such sums fall to be paid) as follows:
- 16.1.5.1 up to and including the Further Transfer Date the Service Provider will be responsible for the Employment Costs;
  - 16.1.5.2 after the Further Transfer Date the Authority and/or Replacement Service Provider (as appropriate) will be responsible for the Employment Costs
- except that there will be no apportionment in respect of the Re-Transferring Personnel's holiday entitlements.
- 16.1.6 The Service Provider will indemnify, keep indemnified and hold harmless each of the Authority and any Replacement Service Provider from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) which the Authority and/or the Replacement Service Provider (as appropriate) incurs or suffers arising directly or indirectly out of or in connection with:
- 16.1.6.1 any failure by the Service Provider to comply with its obligations under this **Clause 16**;
  - 16.1.6.2 any act or omission by or on behalf of the Service Provider in respect of any person who is or was employed or engaged by it, except in the case of the Re-Transferring Personnel where the Service Provider's



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indemnity will only apply in respect of such employees insofar as and to the extent that any such act or omission occurred on or before the Further Transfer Date or was undertaken by, on behalf or at the instruction of the Service Provider; and/or

- 16.1.6.3 any claim or demand or other action taken against the Authority and/or Replacement Service Provider by any person employed or engaged by the Service Provider (other than Re-Transferring Personnel) who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider in respect of them by virtue of the Regulations.
- 16.2 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Contract and for 6 years following the date of expiry or earlier termination of the Contract the Authority will be given access to and be allowed to consult with any person, consultant or employee who, at that time:
  - 16.2.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and
  - 16.2.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Contract,and such access and consultation will be provided free of charge and thereafter be charged at reasonable rates for the time spent by the Service Provider and/or its employees or sub-contractors on such consultation. The Service Provider will further procure that all such persons co-operate with the Authority's requests.

### 17 Cost Summary

Schedule 2A, Clauses 5.2, 5.3 and 5.4 shall be deleted and replaced with the following:

- 17.1 At the end of each 4-week period (or such other period as may be specified in accordance with Clause 5.1) (the "**Payment Period**"), the Service Provider shall submit to the Contract Manager a cost summary in respect of the Charges for that Payment Period ("**Cost Summary**").
- 17.2 Each Cost Summary shall:
  - 17.2.1 contain all information required by the Authority including the Contract Reference Number, SAP order number, the Authority Account Details, the Service Provider's name and address and a brief description of the Services provided during the Payment Period to which such Cost Summary relates;
  - 17.2.2 be clear, concise, accurate and adequately descriptive to avoid delays in processing and subsequent payment;
  - 17.2.3 identify any additional charges by virtue of a variation pursuant to Clause 31; and
  - 17.2.4 show VAT separately.
- 17.3 If the Authority considers that the Charges claimed by the Service Provider in any Cost Summary (or revised Cost Summary) have:

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17.3.1 been correctly calculated and that such Cost Summary is otherwise correct, the Authority shall notify the Service Provider of its approval within 10 Business Days of receipt of such Cost Summary and the Service Provider shall submit an invoice in respect of such Cost Summary. Each invoice shall contain the SAP order number and any other information reasonably required by the Authority in respect of such invoice. The Service Provider shall send each invoice to the address set out in Schedule 2B and (subject to the provisions of any related guarantee or Clause 17) payment of the approved amount 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 2B;

17.3.2 not been calculated correctly and/or if the Cost Summary contains any other error or inadequacy, the Authority shall notify the Service Provider within 10 Business Days of receipt of such Cost Summary and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised Cost Summary to the Authority. Any loss and/or additional expenses incurred by the Service Provider in correcting and/or re-submitting any Cost Summary shall be at the Service Provider's expense.

### **18 2012 Games – No Marketing Rights**

18.1 For the purposes of this Clause 18, unless the context indicates otherwise, the following expressions shall have the following meanings:

- "Ambush Marketing"** any activity, commercial or non-commercial, undertaken by any person or entity, whether public or private, that creates, implies or refers to a direct or indirect association of any kind (including an association in the minds of members of the public) with any Games Body or the Games (including by reference to the city of London and the year 2012), which has not been authorised by LOCOG or any other Games Body;
- "Games"** the Games of the thirtieth Olympiad and the Paralympic Games that are to take place in 2012 in London;
- "Games Body"** each of the International Olympic Committee, the International Paralympic Committee, the British Olympic Association, the British Paralympic Association, LOCOG or any other organising committee of an Olympic and/or Paralympic Games;
- "Games Event"** an event (whether a sporting event or not, and whether held in London or not) held as part of the Games;
- "Games Venue"** a venue (including any public area) at, in or through which a Games Event is to be held or

## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

- takes place and any official training venue of the Games, and includes any construction sites at which such venues are being constructed;
- "LOCOG"** The London Organising Committee of the Olympic Games Limited of 1 Churchill Place, CanaryWharf, London E14 5LN with Company Number 05267819;
- "ODA"** the Olympic Delivery Authority; and
- "Protected Marks"** any trade marks, trade names, logos or other intellectual property rights of any Games Body, including marks and designs relating to the Games, any Olympic or Paralympic teams, the Olympic Symbol (i.e. the five interlocking rings of the International Olympic Committee), the Paralympic Symbol (i.e. the three agitos of the International Paralympic Committee), the words "Olympic", "Olympian", "Olympiad", "Paralympic", "Paralympian", "Paralympiad" (and their plurals) and/or any other word(s), motto, symbol or representation protected by the Olympic Symbol etc. (Protection) Act 1995, the London Olympic Games and Paralympic Games Act 2006 (whether as now in force or as amended in the future) or by any other legislation enacted in relation to the Games.
- 18.2 For the avoidance of doubt, the Authority has no right to grant any rights in respect of the Protected Marks or any trade marks, trade names, logos or other intellectual property rights of the ODA (including for the avoidance of doubt the name, "the Olympic Delivery Authority", and the Service Provider hereby acknowledges that it shall not, by this agreement, acquire any right, title or interest in the Protected Marks or any right to associate itself with the Games Bodies, the ODA or the Games (whether prior to, during or after the Games take place).
- 18.3 The Service Provider shall not:
- (a) undertake any form of Ambush Marketing;
  - (b) use any trade marks, trade names or logos so resembling the Protected Marks as to be likely to cause confusion with the Protected Marks; or
  - (c) cause or permit anything to be done which might damage or endanger the validity or distinctiveness of, or the goodwill in, the Protected Marks or other intellectual property rights of any Games Body.
- 18.4 The Service Provider shall not, and shall draw to the attention of its employees that they shall not, without the prior written approval of LOCOG in each case:
- (a) represent, directly or indirectly, that any product or service provided has been endorsed or approved by or in any way associated with the Games or any Games Body; or

## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

- (b) use in advertising, publicity or any other communication, whether written, electronic or any other means any Protected Mark, the name of any Games Body, or of any of its directors or employees.
- 18.5 In relation to any of the Service Provider's own suppliers, sub-contractors or agents who provide goods or services in relation to this Contract (each an "**Associated Party**") the Service Provider shall take the following steps to prevent each Associated Party from carrying out any of the activities described in Clauses 18.2 to 18.4 (the "**Prohibited Activities**"):
- (a) draw the Prohibited Activities to the attention of each Associated Party;
  - (b) diligently monitor the marketing and other activities of each Associated Party and immediately notify LOCOG, providing full written particulars, as soon as it becomes aware that an Associated Party is carrying out, has carried out or plans to carry out any of the Prohibited Activities;
  - (c) if requested by the Authority procure that the Associated Party signs a deed in favour of LOCOG in a form to be provided by the Authority; and
  - (d) subject to Clause 18.6, provide such assistance as is reasonably required by LOCOG to help it prevent or stop an Associated Party from carrying out a Prohibited Activity.
- 18.6 Unless expressly instructed to do so under Clause 18.5(d):
- (a) the Service Provider shall not bring any claim, proceedings or other action against an Associated Party in relation to the Prohibited Activities;
  - (b) LOCOG will have control over the conduct of all claims related to the Prohibited Activities; and
  - (c) LOCOG will be entitled to retain any damages, expenses or other amounts awarded in respect of any such claim;
- provided that the Parties agree that in no circumstances will LOCOG be obliged to bring or defend any such claim and LOCOG in its sole discretion may decide what action (if any) to take regarding any such claim.
- 18.7 LOCOG (and after its dissolution, an appropriate Games Body) shall have the right to enforce the terms of Clause 18.2 to 18.6 above and the Service Provider acknowledges the provisions therein are of such importance to LOCOG that damages may not be an adequate remedy for breach of Clauses 18.2 to 18.6 by the Service Provider and that injunctive relief may be a more appropriate remedy.
- 18.8 The Service Provider hereby acknowledges that all Games Venues must be clean of all advertising, marketing and other branded materials, other than such materials approved by LOCOG, and, to the extent that it is relevant to this Contract, the Service Provider shall follow the reasonable instructions of LOCOG in this regard.
- 18.9 This Clause 18 shall continue to apply after termination of the Contract without limit of time (except in the case of Clause 18.8 which shall only apply until the end of the Games).

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- 18.10 Notwithstanding Schedule 2A Clause 30, a Games Body may enforce the terms of this Clause 18 in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 19 Retention of Title Clause**
- 19.1 The following Clauses shall be added after Schedule 2A Clause 14.2.
- 14.3 Notwithstanding any other provision of the Contract, where the Authority agrees to make payment for any Materials (the "Prepaid Materials") in advance of completion of the Services, Clauses 14.4 to 14.9 shall apply.
- 14.4 Notwithstanding anything in the Contract, legal and equitable title (but not risk) in Prepaid Materials will pass to the Authority when (and in respect of each of those Prepaid Materials for which) the Service Provider has received in full (in cash or cleared funds) all sums due to it in respect of such Prepaid Materials.
- 14.5 Subject to Clause 14.6, the Service Provider must:
- 14.5.1 hold the Prepaid Materials on a fiduciary basis as the Authority's bailee;
- 14.5.2 store and mark the Prepaid Materials (at no cost to the Authority) separately from all other products, goods or materials of the Service Provider or any third party in such a way that they remain readily identifiable as the Authority's property; and
- 14.5.3 maintain the Prepaid Materials in a satisfactory condition and keep them safe from damage or loss and insured on the Authority's behalf for their full price against all risks to the reasonable satisfaction of the Authority.
- 14.6 The Service Provider shall only use the Prepaid Materials to provide the Services and for no other purpose.
- 14.7 The Service Provider shall not sell, offer to sell, assign, underlet, pledge, mortgage, charge, encumber or part with possession of or otherwise deal with the Prepaid Materials or any interest in them nor create or allow to be created any lien over the Prepaid Materials. 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 Prepaid Materials from any such charge, encumbrance or lien and will be entitled to recover this sum from the Service Provider forthwith and, in any event, the Service Provider shall pay to the Authority the costs of recovering and/or repossessing the Prepaid Materials.
- 14.8 The Service Provider's right to possession of the Prepaid Materials will terminate immediately if the Service Provider:
- 14.8.1 is subject to an Insolvency Event; or
- 14.8.2 is in breach of Clause 14.7.
- 14.9 The Service Provider grants the Authority, its agents and employees an irrevocable licence at any time to enter any premises where the Prepaid

## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

Materials are or may be stored in order to inspect them, or, where the Service Provider's right to possession has terminated, to recover them.

### 20 Consultancy - Disclaimer Clause

- 20.1 For the purpose of Clause 20.2, "Report" means any report, paper or document prepared by the Service Provider for the Authority as part of or in the course of providing the Services or as otherwise requested by the Authority in connection with the Services.
- 20.2 The Service Provider agrees that it shall not restrict, or attempt to restrict, its liability or include, or attempt to include, any exclusion, limitation or disclaimer of any or all of its liability in relation to its responsibility for the Report, either in the Report or elsewhere. The Service Provider expressly acknowledges that any exclusion, limitation, disclaimer or restriction of its liability in relation to its responsibility for the Report or any attempt to exclude, limit, disclaim or restrict its liability in relation to its responsibility for the Report will not have any effect.

### 21 Timber Standards

- 21.1 For the purposes of this Clause 21, unless the context indicates otherwise, the following expressions shall have the following meanings:
- "Independent Report"** 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"** 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

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	laws and paid all relevant royalties and taxes.
<b>“Recycled Timber” and “Reclaimed Timber”</b>	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;
<b>“Sustainable Timber”</b>	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).
<b>“Sustainably Sourced Timber”</b>	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 Service Provider may demonstrate to the Authority’s satisfaction is equivalent;
<b>“Timber”</b>	wood from trees that have been felled for that

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purpose, but excludes any item where the manufacturing processes applied to it has obscured the wood element (by way of example only, paper would not be treated as timber). Where the term Timber is used as a generic term it includes both Virgin Timber and Recycled Timber; and

**“Virgin Timber”** timber supplied or used in performance of the Contract that is not Recycled Timber.

### **21.2 Service Provider’s Obligations and the Authority’s Rights**

- 21.2.1 The Service Provider 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 Service Provider to meet this condition the Service Provider must inform the Authorities 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 Authorities exercises its right to reject any Timber, the provisions of Clause 21.2.4 shall apply.
- 21.2.2 Without prejudice to Clauses 21.2.1 and 21.4.2, all Virgin Timber procured by the Service Provider for supply or use in performance of the Contract shall be Legal Timber.
- 21.2.3 The Service Provider 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.
- 21.2.4 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 Service Provider shall supply contractually compliant alternative Timber, at no additional cost to the Authority and without causing delay to the performance of the Contract.
- 21.2.5 The Service Provider 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.

### **21.3 Authority’s Reporting Requirements**

- 21.3.1 Unless the Authority has given its written approval in accordance with Clause 21.2.1 that Timber that is not Sustainable Timber may be used, then, if requested, the Service Provider shall promptly provide evidence to the Authority’s satisfaction that the Timber is Sustainable Timber.
- 21.3.2 Upon a request by the Authority referred to in Clause 21.3.1, in the event that the Service Provider does not promptly provide such evidence, or the



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evidence provided does not satisfy the Authority's requirements, then (and without prejudice to Clause 21.4.1), the Authority reserves the right to retain 25% of any monies payable to the Service Provider 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.

21.3.3 The Service Provider shall report quarterly on its use of Sustainable Timber in the performance of the Contract, in accordance with the Timber Standards Appendix 1 of this schedule.

21.3.4 The Service Provider shall report on the amount of Timber that has been supplied to the Authority in accordance with Clause 21.2.1 which is not Sustainable Timber.

### 21.4 Verification

#### 21.4.1 Evidence of Sustainable Timber

The Authority reserves the right to determine whether the evidence supplied by the Service Provider is sufficient to satisfy it that the Specification and the conditions of contract have been fully complied with. In the event that the Authority is not so satisfied, the Service Provider 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.

#### 21.4.2 Evidence of Legal Timber

21.4.2.1 The Service Provider 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 Service Provider 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 Service Provider 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.

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

## 22 London Living Wage

22.1 For the purposes of this Clause 22, unless the context indicates otherwise, the following expressions shall have the following meanings:

<b>"London Living Wage"</b>	the basic hourly wage of £7.85 for 2011 (before tax, other deductions and any increase for overtime) as may be updated from time to
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time by the Mayor of London and notified to the Service Provider.

- 22.2 Without prejudice to any other provision of this Contract, the Service Provider shall:
- 22.2.1 ensure that none of its employees engaged in the provision of the Services is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
  - 22.2.2 ensure that none of its employees engaged in the provision of the Services is paid less than the amount to which they are entitled in their respective contracts of employment;
  - 22.2.3 provide to the Authority such information concerning the London Living Wage and as the Authority or its nominees may reasonably require from time to time;
  - 22.2.4 disseminate on behalf of the Authority to its employees engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and
  - 22.2.5 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.
- 22.3 The Authority reserves the right to audit the provision of the London Living Wage to the Service Provider's own staff and to sub-contractor's staff.
- 22.4 Any breach by the Service Provider of the provisions of this Clause 22 shall be treated as a material breach capable of remedy in accordance with Schedule 2A Clause 26.1.1.

### **23 Waste Electrical and Electronic Equipment Regulations 2006**

- 23.1 For the purposes of this Clause 23, unless the context indicates otherwise, the following expressions shall have the following meanings:
- "WEEE Equipment"** means any Equipment which falls within the scope of the WEEE Regulations; and
  - "WEEE Regulations"** means Waste Electrical and Electronic Equipment Regulations 2006 (as amended by the Waste Electrical and Electronic Equipment (Amendment) Regulations 2007).
- 23.2 When procuring any WEE Equipment for use in accordance with the Services whether by direct purchase by the Service Provider, purchase on behalf of the Authority, lease or otherwise the Service Provider will ensure that in accordance with the WEEE Regulations that the producer of the WEE Equipment (whether that be the Service Provider or a third party) shall assume responsibility for financing the costs of the collection, treatment, recovery and environmentally sound disposal of:
- (a) all Waste Electrical and Electronic Equipment arising from the WEE Equipment; and
  - (b) all Waste Electrical and Electronic Equipment arising from equipment placed on the market prior to 13 August 2005 where

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such equipment is to be replaced by the WEEE Equipment and the WEEE Equipment is of an equivalent type or is fulfilling the same function as the equipment.

23.3 The Service Provider shall indemnify and keep indemnified the Authority as a result of any Losses which it incurs as a result of any failure on the part of the Authority or the relevant producer to comply with the terms of this Clause 23.

### **24 Ethical Sourcing**

24.1 The Authority is committed to ensuring that workers employed in its supply chains throughout the world are treated fairly, humanely and equitably. In the course of complying with this Contract, the Service Provider shall comply with and shall procure that its sub-contractors (as applicable) comply with those principles of the Ethical Trading Initiative (ETI) Base Code as are detailed in the Ethical Sourcing Appendix 2 to this Schedule, or an equivalent code of conduct (the “Ethical Sourcing Principles”) in relation to the provision of the Services.

24.2 As at the Contract Commencement Date the Service Provider shall be registered with an ethical supplier database, such as SEDEX (Supplier Ethical Data Exchange). The Service Provider agrees that for the duration of this Contract, it shall permit and enable the Authority to have access to the information relating to the Service Provider that subsists in such ethical supplier database.

24.3 During the course of this Contract, the Authority has the right to request the Service Provider to carry out one or more audit using a reputable auditor to verify whether the Service Provider is complying with the Ethical Sourcing Principles. The identity of the auditor is to be approved by the Authority, such approval not to be unreasonably withheld or delayed. The costs of the audit shall be borne by the Authority.

24.4 During the course of this Contract, if the Authority has reasonable cause to believe that the Service Provider is not complying with any of the Ethical Sourcing Principles, then the Authority shall notify the Service Provider and the Parties shall agree an action plan with appropriate timeframes for compliance by the Service Provider (the “Action Plan”), such Action Plan to be agreed by the Parties by no later than one month from the date of the Authority notifying the Service Provider that remedial action is required or such other period as the Parties may otherwise agree in writing. The costs of the creation and implementation of the Action Plan shall be borne by the Service Provider.

24.5 Following the agreement of the Action Plan, the Authority reserves the right to conduct one or more audits, (either itself or via a third-party auditor approved by the Authority) in relation to compliance by the Service Provider with the Action Plan.

24.6 For the avoidance of doubt, the rights of audit contained in this Clause 24 shall include without limitation the right of the Authority (or an Authority-approved auditor) acting reasonably to undertake physical inspections of relevant sites/factories, to conduct interviews with relevant personnel and to inspect relevant documents. The Service Provider shall co-operate and shall

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procure that its sub-contractors (as applicable) co-operate with the Authority in relation to all aspects of any audit.

### 25 Supplier Diversity

#### 25.1 Compliance

- 25.1.1 Without limiting the generality of any other provision of this Contract, the Service Provider:
- (a) shall not unlawfully discriminate,
  - (b) shall procure that its personnel do not unlawfully discriminate; and
  - (c) shall use reasonable endeavours to procure that its direct and indirect sub-contractors do not unlawfully discriminate in relation to the Works,
- within the meaning and scope of the 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 and any other relevant enactments in force from time to time relating to discrimination in employment.
- 25.1.2 The Service Provider acknowledges that the Authority is under a duty under section 71 of the Race Relations Act 1976 to have due regard to the need to eliminate unlawful racial discrimination and to promote equality of opportunity and good relations between persons of different racial groups. In the performance of the Contract, the Service Provider shall, and shall use reasonable endeavours to procure that its direct and indirect sub-contractors, assist and cooperate with the Authority where possible in satisfying this duty.
- 25.1.3 The Service Provider 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:
- (a) promote equality of opportunity for all persons irrespective of their race, gender, disability, age, sexual orientation or religion;
  - (b) eliminate unlawful discrimination; and
  - (c) promote good relations between persons of different racial groups, religious beliefs and sexual orientation,
- and in the performance of the Contract, the Service Provider shall, and shall use reasonable endeavours to procure that its direct and indirect sub-contractors, assist and co-operate with the Authority where possible to enable the Authority to satisfy its duty.
- 25.1.4 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 sub-contractors to comply fully with the Policy to eradicate harassment in the workplace. The Service Provider shall:

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- (a) ensure that its staff, and those of its direct and indirect sub-contractors who are engaged in the performance of the Contract are fully conversant with the requirements of the “Policy”;
- (b) fully investigate allegations of workplace harassment in accordance with the Policy; and
- (c) ensure that appropriate, effective action is taken where harassment is found to have occurred.

### 25.2 Equality Policy

25.2.1 For the duration of this Contract, the Service Provider shall comply with the Agreed Equality Policy and shall procure that each of its direct sub-contractors:

- (a) adopts and implements; and
- (b) in respect of other tiers of sub-contractors beneath the Service Provider's direct sub-contractors uses reasonable endeavours to procure that those indirect sub-contractors adopt and implement,

*an equality and diversity policy in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as the Agreed Equality Policy.*

For the purposes of this Contract the expression "Agreed Equality Policy" means the equality and diversity policy as negotiated and agreed and attached to the Contract as a Schedule headed “Agreed Equality Policy”.

25.2.2 Where a sub-contractor has, pursuant to Clause 25.2.1 or otherwise, adopted an equality and diversity policy, the Service Provider shall procure that each of its direct sub-contractors:

- (a) provides; and
- (b) in respect of other tiers of sub-contractors beneath the Service Provider's direct sub-contractors, use reasonable endeavours to procure that those indirect sub-contractors provide,

a copy of its equality and diversity policy (and any amendments thereto) to TfL or its nominee as soon as reasonably practicable.

### 25.3 Diversity Training

25.3.1 For the duration of this Contract, the Service Provider shall comply with the “Agreed Training Plan” in relation to all of its employees engaged in the performance of the Contract. For the purposes of this Contract the expression "Agreed Training Plan" means the diversity training plan set out as negotiated and agreed and attached to the Contract as a Schedule headed “Agreed Training Plan”. The Service Provider shall procure that each of its direct sub-contractors:

- (a) adopts and implements; and
- (b) in respect of other tiers of sub-contractors beneath the Service Provider's direct sub-contractors uses reasonable endeavours

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to procure that those indirect sub-contractors adopt and implement,

a diversity training plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as the Agreed Training Plan.

25.3.2 Where a sub-contractor has, pursuant to Clause 25.3.1 or otherwise, adopted a diversity training plan, the Service Provider shall procure that each of its direct sub-contractors:

- (a) provides; and
- (b) in respect of other tiers of sub-contractors beneath the Service Provider's direct sub-contractors, use reasonable endeavours to procure that those indirect sub-contractors provide;

a copy of its diversity training plan (and any amendments thereto) to TfL or its nominee as soon as reasonably practicable.

### 25.4 Supplier Diversity

25.4.1 For the duration of this Contract the Service Provider shall at all times comply with the "Agreed Supplier Diversity Plan". For the purposes of this Contract the expression "Agreed Supplier Diversity Plan" means the supplier diversity plan set out as negotiated and agreed and attached to the Contract as a Schedule headed "Supplier Diversity". The Service Provider shall procure that each of its direct sub-contractors:

- (a) adopts and implements; and
- (b) in respect of other tiers of sub-contractors beneath the Service Provider's direct sub-contractors uses reasonable endeavours to procure that those indirect sub-contractors adopt and implement,

a supplier diversity plan in relation to the performance of this Contract which is as least as extensive as the Agreed Supplier Diversity Plan.

25.4.2 Where a sub-contractor has, pursuant to Clause 25.4.1 or otherwise, adopted a supplier diversity plan, the Service Provider shall procure that each of its direct sub-contractors:

- (a) provides; and
- (b) in respect of other tiers of sub-contractors beneath the Service Provider's direct sub-contractors, use reasonable endeavours to procure that those indirect sub-contractors provide;

a copy of its supplier diversity policy (and any amendments thereto) to the Authority or its nominee as soon as reasonably practicable.

### 25.5 Local Community Relations

For the duration of this Contract and in all dealings with the Local Community, the Service Provider shall comply with the Agreed Communications Plan. For the purposes of this Contract the expression "Agreed Communications Plan" means the communications plan set out as negotiated and agreed and attached to the Contract as a Schedule headed

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“Agreed Communication Plan” and the expression “Local Community” means those areas of London within the operational area, of the “Project” as defined in the “Project” requirements.

### 25.6 Monitoring and Reporting

25.6.1 Subject to Clause 25.6.2, the Service Provider shall use reasonable endeavours to provide the Authority on the date of this Contract and subsequently every 12 months from the date or such other frequency as the Authority may reasonably request of this Contract with the following information:

- (a) the proportion of its employees engaged in the performance of the Contract and, to the extent reasonably possible, the employees of its direct or indirect sub-contractors engaged pursuant to the terms of the relevant sub-contracts in the performance of the Contract who are:
  - (i) female;
  - (ii) of non-white British origin or who classify themselves as being non-white British;
  - (iii) from the Local Community;
  - (iv) disabled
- (b) the proportion of its direct or indirect sub-contractors that are SMEs and/or BAMEs and/or other suppliers from other under-represented or protected groups.

25.6.2 For the purposes of this Clause 25, unless the context indicates otherwise, the following terms shall have the following meaning:

- (a) “BAME” or “Black And Minority Ethnic Business” means a black and minority ethnic business which is at least fifty-one percent (51%) owned by members of one or more ethnic groups;
- (b) “SME” or “Small or Medium-sized Enterprise” means either of the following:
  - (i) a small enterprise which meets two of the following criteria:
    - (a) turnover per annum of up to five million six hundred thousand pounds sterling (£5,600,000);
    - (b) an annual balance sheet total of no more than two million eight hundred thousand pounds (£2,800,000); and/or
    - (c) it employs fifty (50) or fewer employees,provided that, the criteria specified in paragraph (a) and (b) above will also be applied to the SME’s group accounts where the turnover for that group does not exceed the figure stated in (a) above; or
  - (ii) a medium enterprise which meets at least two of the following criteria:

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- (a) turnover per annum of up to twenty two million eight hundred thousand pounds sterling (£22,800,000);
- (b) an annual balance sheet total of no more than eleven million four hundred thousand pounds (£11,400,000); and/or
- (c) it employs two hundred and fifty (250) or fewer employees,  
provided that, the criteria specified in paragraph (a) and (b) above will also be applied to the SME's group accounts where the turnover for that group does not exceed the figure stated in (a) above.

25.6.2 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 1998 (as may be amended) in the collection and reporting of the information to TfL pursuant to Clause 25.6.1.

### **25.7 Diversity Infractions**

25.7.1 If the Service Provider or any of its direct sub-contractors commits a Diversity Infraction, TfL shall be entitled (but not obliged) to act as follows:

- (a) if a Diversity Infraction is committed by the Service Provider then the Authority may serve written notice upon the Service Provider identifying in reasonable detail the nature of the Diversity Infraction, and the Service Provider shall cease committing and remedy, at its own cost, the Diversity Infraction, within 30 days of receipt of such notice (or such longer period as may be specified in the notice); or
- (b) if the Diversity Infraction is committed by a direct sub-contractor of the Service Provider, the Authority may serve written notice upon the Service Provider identifying in reasonable detail the nature of the Diversity Infraction, and the Service Provider shall procure that the direct sub-contractor ceases committing and remedies, at its own cost, the Diversity Infraction within 30 days of receipt by the Service Provider of such notice (or such longer period as may be specified in the notice). If the Service Provider fails to procure the remedy of the Diversity Infraction, the Authority may serve a further written notice upon the Service Provider and within 30 days of receipt of such further notice (or such longer period as may be specified in the notice), the Service Provider shall terminate, at its own cost, the relevant contract with its direct sub-contractor and procure performance of the affected works or services by another person which also complies with the obligations specified in Clauses 25.1 to 25.6.

25.7.2 It shall be a fundamental term and condition of the Contract that the Service Provider complies with its obligations under Clauses 25.7.1(a) and 25.7.1(b). Where, following receipt of a notice given pursuant to Clause 25.7.1(a) or (b), the Service Provider fails to remedy a Diversity Infraction to the satisfaction of the Authority or in the case of Clause 25.7.1(b) fails to



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terminate the contract with a defaulting sub-contractor and procure performance by another person on the terms specified in Clause 25.7.1(b), the Service Provider will be in breach of the Contract and the Authority shall be entitled (but not obliged) to terminate the Contract, without further notice to the Service Provider, in accordance with the rights of the Authority elsewhere in the Contract Conditions.

- 25.7.3 For the purposes of this Clause 25.7 "Diversity Infraction" means any breach by the Service Provider of its obligations specified in Clauses 25.1 to 25.6 of this Contract and/or any failure by a direct sub-contractor to adopt and implement an equality and diversity plan, a diversity training plan and/or a supplier diversity plan as described in Clauses 25.2 to 25.4.

### **25.8 Equality and Diversity Audit**

- 25.8.1 The Authority or its nominee may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with Clauses 25.1 to 25.6. The Authority's rights pursuant to this Clause 25 shall include any and all documents and records of the Service Provider and its direct and, where applicable, subject to the provisions of Clauses 25.2 to 25.4, indirect sub-contractors and shall include the Minimum Records.
- 25.8.2 The Service Provider shall, maintain and retain the Minimum Records for a minimum of six years with respect to all matters in respect of the performance of Clauses 25.1 to 25.6. The Service Provider shall procure that each of its direct and, where applicable subject to the provisions of Clauses 25.2 to 25.4, indirect sub-contractors shall, maintain and retain the Minimum Records for a minimum of six years with respect to all matters in respect of the performance of Clauses 25.1 to 25.6. The Service Provider shall procure that each sub-contract between it and its direct sub-contractors and, where applicable, subject to the provisions of Clauses 25.2 to 25.4, each sub-contract between its direct sub-contractor and any indirect sub-contractor of the Service Provider and each sub-contract between the Service Provider's indirect sub-contractors shall contain rights of audit in favour of and enforceable by the Authority substantially equivalent to those granted by the Service Provider pursuant to Clause 25.8.1.
- 25.8.3 The Authority shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider and each direct sub-contractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Contract and/or relevant sub-contract (as the case may be).
- 25.8.4 The Service Provider shall promptly provide, and procure that its direct sub-contractors and, where applicable subject to the provisions of Clauses 25.2 to 25.4, indirect sub-contractors promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
- (a) granting or procuring the grant of access to any premises used in the Service Provider's performance of the Contract or in the

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relevant sub-contractor's performance of its sub-contract, whether the Service Provider's own premises or otherwise;

- (b) granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's or the relevant sub-contractor's obligations specified in Clauses 25.1 to 25.6, wherever situated and whether the Service Provider's own equipment or otherwise; and
- (c) complying with the Authority's reasonable requests for access to senior personnel engaged in the Service Provider's performance of the Contract or the relevant sub-contractor's performance of its sub-contract.

25.8.5 For the purposes of this Clause 25 the expression Minimum Records means all information relating to the Service Provider's performance of Clauses 25.1 to 25.6 and the adoption and implementation of an equality and diversity plan, a diversity training plan and a supplier diversity plan by each direct and, where applicable, subject to the provisions of Clauses 25.2 to 25.4, indirect sub-contractor of the Service Provider.

### **26 Further conditions on Intellectual Property Rights**

The Authority hereby grants the Service Provider a non-exclusive, non-transferable licence to use all the Intellectual Property Rights owned or capable of being so licensed by the Authority which are required by the Service Provider for the purposes of performing the Services. Any such licence is granted for the duration of the Contract solely to enable the Service Provider to comply with its obligations under the Contract and is conditional upon the Service Provider using such Intellectual Property Rights in accordance with the Standards, the Contract QUENSH Conditions and such other quality standards as the Authority may from time to time notify. No Intellectual Property Rights owned or capable of being so licensed by The Authority may be used in conjunction with any other trademarks without the prior written consent of the Authority.

### **27 Co-operation on Handover**

27.1 The Service Provider shall provide at no cost such reasonable assistance to the Authority and to any third party nominated by the Authority as the Contract Manager may require during the Expiration Year and in the three months after the Expiration Date to facilitate the engagement of a successor service provider and/or the resumption by the Authority of the provision of the Services. In particular (but without limitation) the Service Provider will, where so required provide all reasonable help, assistance and co-operation:

27.1.1 in the transfer of the provision of all facilities in respect of the provision of the Services from the Service Provider to the Authority and/or to the third party; and

27.1.2 to effect the transfer of such Documentation as is necessary to enable the third party and/or the Authority itself to set up and effect the changeover.

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- 27.2 Without prejudice to the generality of Condition 29.1, the Service Provider shall on or prior to the Expiration Date transfer to the Authority such Documentation relating to the Services or full copies thereof as the Contract Manager may request.
- 27.3 The Service Provider's obligation to effect a smooth transfer of records, information, functions and the like in relation to the Services, either to the Authority or a third party will be carried out in such a manner so as not to interfere with the Authority's customers' use and enjoyment of the Services (or the parts thereof used by the Authority) and without the Authority's business being unduly disrupted or hindered. For the avoidance of doubt and notwithstanding other provisions contained in the Contract, the Service Provider will be obliged to meet the requirements of the Contract in the whole of the Expiration Year.
- 27.4 In the case of termination of the Contract for any reason prior to the Expiration Date Conditions 29.1 to 29.3 inclusive will apply, but for the purposes of this Condition 29.4 all references in the Conditions to the Expiration Year will be deemed to be references to the period of notice to the effective Contract termination date and all references to the period of three months after the Expiration Date will be deemed to be references to the period of three months from the effective Contract termination date).
- 28 Further Conditions on Contract Variation**
- In responding to variation requests from the Authority, the Service Provider may involve any relevant sub-contractors employed by it on The Services, including attending meetings, providing documentation, information and data.
- 29 Further Conditions on Operational Management**
- The Contract Manager may at his discretion delegate certain functions and decision making to designated representatives and inform the Service Provider accordingly.

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**Appendix 1 – Timber Standards**

**Aim of KPI :**

Implement the Mayor's Green Procurement Code

Implement the GLA Sustainable Timber Policy

Implement the Authority environmental objective: Reduce resource consumption and improve green procurement

<b>Reporting period</b>	
<b>Date</b>	
<b>Completed by</b>	
<b>Title</b>	

Desired Outcome	Service Performance Indicator	Quantity (KG)	Value (£)	% of good represented	Reporting Frequency	objective	2007	2008	2009	2010	2011
Reduce resource consumption and improve green procurement (the Authority Env' KPI)	Timber complies with Sustainable Timber definition and obligations as per Contract.				Quarterly, with Annual report.	Increase/maintain % of sustainable timber supplied					
Reduce resource consumption and improve green procurement (the Authority Env' KPI)	Timber does NOT comply with Sustainable Timber definition and obligations as per Contract				Quarterly, with Annual report.	Reduce amount of Non Sustainable Timber procured.					

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### **Appendix 2 – Ethical Sourcing – 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 WORKING CONDITIONS ARE SAFE AND HYGIENIC**

- 1.2.1 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.
- 1.2.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 1.2.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 1.2.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 1.2.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

#### **1.3 CHILD LABOUR SHALL NOT BE USED**

- 1.3.1 There shall be no new recruitment of child labour.
- 1.3.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.
- 1.3.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- 1.3.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

#### **1.4 LIVING WAGES ARE PAID**

- 1.4.1 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.
- 1.4.2 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.

## **SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)**

- 1.4.3 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.

### **1.5 WORKING HOURS ARE NOT EXCESSIVE**

Working hours comply with at least UK national laws and benchmark industry standards, whichever affords greater protection.

### **1.6 NO DISCRIMINATION IS PRACTISED**

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.

### **1.7 REGULAR EMPLOYMENT IS PROVIDED**

- 1.7.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.
- 1.7.2 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.

### **1.8 NO HARSH OR INHUMANE TREATMENT IS ALLOWED**

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

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### Appendix 3 – Form of Parent Company Guarantee

(Letterhead of Parent Company)

To: [insert name and address of the Authority]

Date:

Dear Sir/Madam

We, [insert name of Guarantor] ("**the Guarantor**"), understand that you have agreed to enter into Contract No [insert contract number] ("**the Contract**") with [insert name of Service Provider] ("**the Service Provider**") in respect of [briefly describe nature of contract] on the condition that the obligations of the Service Provider under the Contract be guaranteed by a Guarantor.

We are [recite the relationship of the Guarantor to the Service Provider], and we warrant to you that this description of our relationship with/to the Service Provider is true and accurate in all material respects.

**WE HEREBY AGREE AND UNDERTAKE** with you as follows:-

- 1 We unconditionally guarantee on demand:
  - (a) the proper, complete and punctual performance by the Service Provider of any and all its obligations, undertakings and responsibilities under the Contract and we shall forthwith make good any default thereunder on the part of the Service Provider; and
  - (b) the due and punctual payment by the Service Provider of all sums, liabilities, awards, losses, damages, costs, charges and expenses that may be or become due and payable to you under or arising out of the Contract in accordance with its terms or otherwise by reason or in consequence of any such default on the part of the Service Providerwhen and as the same shall become due for performance or payment (as the case may be).
- 2 As a separate and primary obligation we unconditionally guarantee to you that in the case of default by the Service Provider in making any of the payments or in performing any of the obligations, undertakings and responsibilities set out in paragraph 1 above, we shall on demand pay all sums and observe and perform any or all of such obligations, undertakings and responsibilities as if we instead of the Service Provider were the primary obligor. Any payment under this Guarantee shall be made by us in pounds sterling or in any currency which may from time to time replace pounds sterling.
- 3 This Guarantee shall be a continuing security and shall remain in full force and effect until all obligations to be performed or observed by the Service Provider under or arising out of the Contract have been duly and completely performed and observed and the Service Provider shall have ceased to be under any actual or contingent liability to you there under.
- 4 Any demand or other notice made by you under this Guarantee shall be duly made if sent by first class recorded delivery post to us.

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- 5 You shall be entitled to enforce this Guarantee without first notifying the Service Provider of any default or taking any proceedings or demanding upon, enforcing or exhausting any right or remedy against the Service Provider or any other person or taking any action to enforce any other security, bond or guarantee held by you or making or filing any claim in a bankruptcy, liquidation, administration or insolvency of the Service Provider or any person.
- 6 If any sum due or purportedly due under this Guarantee is not or would not be recoverable under a guarantee for any reason whatsoever, whether or not known to you, such sum shall still be recoverable from us as a sole principal debtor upon the terms of this Guarantee.

### **PROVIDED THAT:**

- 1 We shall be under no greater obligation or greater liability under this Guarantee than we would have been under the Contract if we had been named as the Service Provider in the Contract.
- 2 Our obligations hereunder are those of primary obligor and shall remain in full force and effect and shall not be terminated, reduced, discharged or otherwise affected by:
- (a) any alteration or variation to the terms of the Contract made by agreement between you and the Service Provider (including, without limitation, any increase in the Service Provider's obligations under the Contract or any alteration in the extent or nature or sequence or method or timing of the Services to be carried out under the Contract) or any novation of the Contract (in whole or in part); or
  - (b) any time being given to the Service Provider or any other indulgence, waiver, concession, forbearance or forgiveness to the Service Provider (whether express or by conduct) or any other thing done, omitted or neglected to be done under the Contract; or
  - (c) any other bond, security or guarantee now or hereafter held by you for all or any part of the obligations of the Service Provider under the Contract; or
  - (d) the release or waiver of any such bond, security or guarantee referred to in paragraph 2(c) above; or
  - (e) any amalgamation, reconstruction or dissolution including, without limitation, winding-up of the Service Provider; or
  - (f) the winding-up, bankruptcy, administration, receivership or insolvency of the Service Provider; or
  - (g) any legal limitation, disability or incapacity relating to the Service Provider or discharge by operation of law or any change in the constitution, name or style of the Service Provider or any other person (whether or not known to you); or
  - (h) any total or partial invalidity in, irregularity affecting or unenforceability of any of the obligations of the Service Provider under the Contract; or



## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

- (i) the termination or partial termination of the Contract or the cessation of any Services for any reason or the making of any variation to the Services in accordance with the Contract; or
  - (j) any claim or enforcement of payment from the Service Provider or any other person;
  - (k) any act or omission which would not have discharged or affected the liability of a sole principal debtor instead of a guarantor or any act or omission, matter or thing which, but for this provision, might operate to exonerate, discharge, reduce or extinguish our liability under this Guarantee.
3. So long as we remain under any actual or contingent liability under this Guarantee, we shall not exercise any right of subrogation or any other right or remedy which we may have against the Service Provider in respect of any payment made by or sum recovered from us pursuant to or in connection with this Guarantee or prove in any liquidation of the Service Provider in competition with you for any sums or liabilities owing or incurred to us by the Service Provider in respect of any such payment by or recovery from us or take or hold any security from the Service Provider in respect of any liability of ours hereunder. We shall hold any monies recovered or security taken or held in breach of this provision in trust for you.
4. Except where prevented from doing so by law, we waive and agree not to enforce or claim the benefit of any and all rights we have or may from time to time have as guarantor under any applicable law which is or may be inconsistent with any of the provision of this Guarantee.
5. This Guarantee is irrevocable.
6. This Guarantee, executed and delivered as a deed, is governed by and shall be construed in accordance with the law of England and Wales. The courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Guarantee except that you have the right in your absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which we are incorporated or in which any of our assets may be situated. You and we agree to submit to that jurisdiction.
- [For non-UK resident Guarantors only:
7. For the purposes of this Guarantee we hereby appoint ..... of ..... (to be a London address) to accept service of process on our behalf, and service on the said ..... at the said address shall be deemed to be good service on us; and we hereby irrevocably agree not to revoke or terminate such appointment.]
8. You will be entitled to assign the benefit of this Guarantee in whole or in part but we may not assign the benefit and/or delegate the burden of this Guarantee in whole or in part or enter into any transaction which would result in any of those benefits and/or burdens passing to another person.
9. If any provision (in whole or in part) of this Guarantee is found by any court, tribunal, administrative body or authority of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable then that provision shall, to

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the extent required, be severed from this Guarantee and shall be ineffective, without, so far as is possible, modifying any other provision of this Guarantee and this shall not affect any other provisions of this Guarantee which shall remain in full force and effect.

Executed as a Deed and delivered the day and year written above.

Executed as a Deed by ) \_\_\_\_\_  
[Parent Company] ) Director  
acting by a Director and the )  
Secretary or by two Directors ) \_\_\_\_\_  
Director/Secretary

OR

The common seal of ) \_\_\_\_\_  
[Parent Company] ) Director  
was affixed in the presence of: )  
) \_\_\_\_\_  
Director/Secretary

## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

### Appendix 4 – Form of Legal Opinion for use with Guarantee

To: [insert name and address of the Authority]

Date:

Dear Sir/Madam

I am counsel to ..... and I am giving this legal opinion in connection with the making by ..... of the Guarantee (as defined below) in your favour.

1. I have examined the Deed of Guarantee (the "Guarantee") dated ..... made between ..... (the "Guarantor") and [*insert name of Authority*] ("the Authority"). Terms defined in or for the purpose of the Guarantee have the same meanings in this opinion.
2. Having considered the Guarantee and examined any other document, resolution or certificate I deemed necessary to enable me to give the opinion contained herein and having regard to all applicable laws of ..... I am pleased to advise that in my opinion:
  - (a) the Guarantor was incorporated in ..... on ..... as a [company with limited liability] and validly exists under the laws of ..... as a separate legal entity possessing the capacity to sue or be sued in its own name. To the best of my knowledge having carried out [DESCRIBE APPLICABLE SEARCHES] today, no steps have been, or are being, taken to appoint a receiver or liquidator (or similar encumbrancer or officer) over, or to wind up, the Guarantor;
  - (b) the Guarantor has the necessary power and authority, and all necessary corporate and other action (including, without limitation, approvals and consents of members, stockholders, debenture holders or governmental or other regulatory authorities) has been taken to enable the Guarantor to enter into the Guarantee and to perform the obligations of the Guarantor and the transactions contemplated thereby; and
  - (c) The entry into and performance of the Guarantee and the transactions contemplated thereby will not cause:
    - (i) any limit on the Guarantor or its directors (whether imposed by the documents constituting the Guarantor, statute, regulation, agreement or otherwise) to be exceeded;
    - (ii) any law or order or constitutional document in respect of the Guarantor to be contravened;
    - (iii) any default under, or give rise to an obligation to create or impose any security interest of any nature whatsoever pursuant to, any agreement or other instrument or any judgment or other requirement known to us after due enquiry to which the Guarantor is a party or by which it or any of its assets is bound. Further, no event has occurred that, with the giving of notice, lapse of time, determination of materiality or other conditions might constitute a default under or in respect of such agreement, instrument or judgment;
  - (d) the Guarantee has been properly signed and delivered on behalf of the Guarantor and the obligations on the part of the Guarantor contained in the Guarantee, assuming them to be valid and binding according to

## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

English law by which they are expressed to be governed, are valid, legally binding on and enforceable against the Guarantor under the laws of ..... and in the courts of .....

- (e) the signature, delivery and performance of the Guarantee by the Guarantor constitute private and commercial acts by it rather than public or governmental acts;
  - (f) all authorisations, approvals, consents, licences, exemptions, filings, registrations, notarisations and other requirements of governmental, judicial and public bodies and authorities of or in [COUNTRY] required or advisable in connection with the entry into, performance, validity and enforceability of the Guarantee and the transactions contemplated thereby have been obtained or effected and are in full force and effect;
  - (g) the obligations of the Guarantor under the Guarantee rank at least equally and rateably (paripassu) in point of priority and security with any and all other unsecured obligations of the Guarantor;
  - (h) all amounts payable by the Guarantor under the Guarantee may be made free and clear of, and without deduction for, or on account of, any taxes imposed, assessed or levied by [COUNTRY] or any authority of or in [COUNTRY];
  - (i) there are no registration, stamp or other taxes or duties of any kind payable in ..... in connection with the Guarantor including its signature, performance or enforcement by legal proceedings;
  - (j) The Authority will not violate any law or regulation in ..... nor become liable to tax in ..... by reason of entering into the Guarantee or performing its obligations thereunder. It is not necessary to establish a place of business in ..... in order to enforce any provisions of the Guarantee;
  - (k) the choice of English law to govern the Guarantee will be upheld as a valid choice of law in any action in respect of the Guarantee in the ..... Courts;
  - (l) the consent to the jurisdiction by the Guarantor contained in the Guarantee is valid and binding on the Guarantor and not subject to revocation;
  - (m) any judgment obtained in the courts of England against the Guarantor would be recognised and accepted by the ..... courts without re-trial or re-examination of the merits of the case;
  - (n) neither the Guarantor nor any of its assets enjoys any right or immunity from set-off, suit or execution in respect of its obligations under the Guarantee;
  - (o) so far as I am aware after due enquiry, no litigation, arbitration or administrative proceedings are at present current, pending or threatened that might, if adversely determined, have a material effect on the business, assets or financial condition of the Guarantor.
3. I do not purport to be expert on and do not purport to be generally familiar with or qualified to express legal opinions based on any law other than the

**SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)**

laws of ..... and accordingly express no legal opinion herein based upon any law other than the laws of .....

Signed

---

Name in Capitals

---

## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

### Appendix 5 – Form of Performance Bond

(Letterhead of Bank)

To: [insert name and address of the Authority]

Date:

Dear Sir/Madam

**IN CONSIDERATION** of you entering into Contract No [ ] ("**the Contract**") with [insert name of Service Provider] ("**the Service Provider**") in respect of [insert brief description of scope of contract] we [insert name of Bank] ("**the Bank**") hereby undertake upon first demand in writing made by you upon us from time to time or at any time to pay on each occasion the sum demanded by you on the terms and conditions set out in this letter ("**this Bond**").

#### PROVIDED THAT:

- 1 This Bond shall come into force on the date of this Bond.
- 2 Any demand under this Bond shall be substantially in the form of either Annex 1 or Annex 3 to this Bond as required by the circumstances in which such demand is made, and as between you and us the facts set out in that demand shall (a) be deemed to be true and (b) shall be accepted by us as conclusive evidence for the purposes of this Bond that the amount claimed in the demand is due to you under this Bond.
- 3 Any demand in the form of Annex 1 shall be accompanied by a copy of a letter from you sent to the Service Provider by first class recorded post 14 or more days before the date of the demand, substantially in the form of Annex 2 of this Bond.

\* Delete as appropriate

\* **(Option 1 - No reduction in amounts payable under the Bond.)**

4. Our liability under this Bond shall be limited so as not to exceed the aggregate sum of £[ ] [e.g. the total Charges under the Contract or a percentage thereof] and we shall have no liability under this Bond in respect of any demand dated after the expiry date of the Contract.

\* **(Option 2 - Reducing amounts payable under the Bond.)**

4. Our liability under this Bond shall be limited as follows:-
  - (a) in respect of a demand or demands dated before the date of [e.g. on the completion of a Milestone] under the Contract, our liability shall not exceed in aggregate the sum of \_\_\_\_\_ [e.g. 20% of the total Charges];
  - (b) in respect of a demand or demands dated after the date of [e.g. completion of a Milestone] under the Contract but before the expiry date of the Contract, our liability shall not exceed an amount equal to the aggregate sum of \_\_\_\_\_ [e.g. 10% of the total Charges] less the

## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

- aggregate of sums already paid by us in respect of demands made pursuant to paragraph 4(a) above; and
- (c) we shall have no liability under this Bond in respect of any demand dated after the expiry date of the Contract.
5. Our obligations under this Bond shall remain in full force and effect and shall not be terminated, reduced, discharged or otherwise affected by:
- (a) any alteration or variation to the terms of the Contract made by agreement between you and the Service Provider including, without limitation, any alteration in the extent or nature or sequence or method or timing of the Services to be carried out under the Contract or any novation of the Contract (in whole or in part); or
  - (b) any defence, counterclaim, withholding, set off or other deduction available to the Service Provider under the Contract or otherwise; or
  - (c) any time being given to the Service Provider or any other indulgence, waiver, concession, forbearance or forgiveness to the Service Provider whether express or by conduct or any other thing done, omitted or neglected to be done under the Contract; or
  - (d) any other bond, security or guarantee now or subsequently held by you for all or any part of the obligations of the Service Provider under the Contract; or
  - (e) the release or waiver of any such bond, security or guarantee referred to in paragraph 5(d) above; or
  - (f) any amalgamation, reconstruction or dissolution including, without limitation, winding-up of the Service Provider; or
  - (g) the termination of the Contract for any reason; or
  - (h) any other event which would or might operate to discharge a guarantor or any act or omission, matter or thing which, but for this provision, might operate to exonerate, discharge, reduce or extinguish your liability under this Bond; or
  - (i) the winding-up, bankruptcy, administration, receivership or insolvency of the Service Provider; or
  - (j) any legal limitation, disability, incapacity, discharge by operation of law, change in the constitution, name or style of the Service Provider or any other person relating to the Service Provider (whether or not known to you); or
  - (k) any total or partial invalidity in, irregularity affecting or unenforceability of any of the obligations of the Service Provider.
6. Any payment under this Bond shall be made by us in pounds sterling [or in any currency which may from time to time replace pounds sterling].
7. This Bond is irrevocable.
8. Terms defined in the Contract and not otherwise defined in this Bond shall have the same meaning in this Bond.

**SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)**

- 9. This Bond, executed and delivered as a deed, is governed by and shall be construed in accordance with the law of England and Wales. The courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Bond except that you have the right in your absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which we are incorporated or in which any of our assets may be situated. You and we agree to submit to that jurisdiction.
- 10. You will be entitled to assign the benefit of this Bond in whole or in part but we may not assign the benefit and/or delegate the burden of this Bond in whole or in part or enter into any transaction which would result in any of those benefits and/or burdens passing to another person.
- 11. If any provision (in whole or in part) of this Bond is found by any court, tribunal, administrative body or authority of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Bond and shall be ineffective, without, so far as is possible, modifying any other provision of this Bond and this shall not affect any other provisions of this Bond which shall remain in full force and effect.
- 12. Any demand or other notice made by you under this Bond shall be duly made if sent by first class recorded delivery post to us.

[For non-UK resident banks with only a branch or office in the UK :

- 10. For the purposes of this Bond we hereby appoint ..... of ..... (to be a London address) to accept service of process on our behalf, and service on the said ..... at the said address shall be deemed to be good service on us and we hereby irrevocably agree not to revoke or terminate such appointment.

Executed as a Deed and delivered the day and year written above.

Executed as a Deed by ) \_\_\_\_\_  
 [Bank] ) Director

acting by a Director and the )  
 Secretary or by two Directors ) \_\_\_\_\_  
 Director/Secretary

The common seal of [Bank] )  
 was affixed to this Deed in ) Director  
 the presence of )  
 ) \_\_\_\_\_  
 Director/Secretary



## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

### Annex 1 – Form of Demand from the Authority to [the bank]

Dear Sirs

**Contract No [                      ] in respect of services for [                      ]**

We refer to the Bond given by you to us dated [                      ]. We enclose a copy of a letter from us to [*insert name of Service Provider*] ("**the Service Provider**") which was sent to the Service Provider by first class recorded post on [                      ] which is more than 14 days before the date of this demand.

The Service Provider has not taken steps which we consider adequate to remedy the breaches.

\* Delete as appropriate .

\* **(Option 1 - No reduction in amounts payable under the bond.)**  
The expiry date under the Contract has not been reached.

\* **(Option 2 - Reducing amounts payable under the bond.)**

[*e.g. a Milestone*] has/has not been achieved and the expiry date under the Contract has not been reached.

We hereby demand from you the sum of £[                      ] under your Bond. Please make payment by your cheque in sterling payable to [*insert name of Authority*].

Yours faithfully

On behalf of [*insert name of Authority*]

**SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)**

**Annex 2 – Form of letter from the Authority to the Service Provider**

To be sent by first class Recorded Delivery post

Dear Sirs

**Contract No [                    ] in respect of services for [            ]**

As explained in [previous letters to you/our letter dated ..... to you] you are in breach of your obligations under Contract No. [                    ], and you have neither remedied nor implemented sufficient steps to remedy, those breaches.

This letter therefore notifies you that unless within 14 days from the date of this letter you take steps which we consider adequate to remedy the breaches we shall be entitled without further notice to you to call for payment under the Bond given on your behalf by [*name of bank*] dated [DATE].

Yours faithfully

On behalf of [*insert name of Authority*]

## SCHEDULE 2C – SPECIAL CONDITIONS OF CONTRACT (LUL)

### Annex 3 – Alternative form of demand from the Authority to [the bank]

Dear Sirs

**Contract No [                      ] in respect of services for [                      ]**

We refer to the Bond given by you to us dated [                      ].

\* Delete as appropriate

\* **(Option 1 - No reduction in amounts payable under the Bond.)**

An event has occurred of a type described in Clause 30.1 of the Contract which entitles us (inter alia) to terminate the Contract in accordance with that Clause.  
The expiry date under the Contract has not been reached.

\* **(Option 2 - Reducing amounts payable under the Bond.)**

An event has occurred of the type described in Clause 30.1 of the Contract which entitles us (inter alia) to terminate the Contract in accordance with that clause.  
*[e.g. a Milestone]* has/has not been achieved and the expiry date under the Contract has not been reached.

We hereby demand payment from you of the sum of £[                      ] under your Bond. Please make payment by your cheque in sterling payable to *[insert name of Authority]*.

Yours faithfully

On behalf of *[insert name of Authority]*

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 1 – MANAGEMENT**

**SCHEDULE 3 – LUL SPECIFICATION (LUL)**

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 1 – MANAGEMENT**

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**VOLUME 1 – MANAGEMENT**

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 1 CHAPTER 1 – GENERAL MANAGEMENT**

**CHAPTER 1 – GENERAL MANAGEMENT**

**SECTION 1 – AUTHORITY PREMISES**

- 1.1 The Premises for which the Service Provider shall provide Services are specified in the Site Services Matrix in Appendix 2 to this Schedule. Not all the Premises in the overall Authority portfolio are included in this Contract.
- 1.2 The Authority shall have the right to vary the Premises portfolio at any time by either adding or removing Premises, or parts of Premises. Note: This shall be achieved by a Contract Variation and shall not constitute a requirement for a new Contract.
- 1.3 The overhead costs, i.e. all costs not directly attributable to specific Premises, shall be fixed as a percentage of Contract costs and shall not be varied in light of variations to the Services, including additions to, or omissions from, the Premises portfolio, unless such variations relate to an increase or decrease of either at least 4 buildings or parts of buildings in the Premises portfolio or an increase or decrease in the square footage of the Premises portfolio by 30,000 square feet or more.
- 1.4 The resourcing and structure shall be fixed at the time of Contract. This shall not be varied for the life of the Contract unless the Premises portfolio is varied by the addition or omission of at least 4 buildings or parts of buildings in the Premises portfolio or the square footage of the Premises portfolio is varied by the addition or omission of at least 30,000 square feet. In event of an increase or decrease as above, the Service Provider and/or the Contract Manager may make proposals to vary the resource and/or structure.
- 1.5 The following information shall be provided when buildings are added or removed from the Premises portfolio.
  - 1.5.1 In the event that the Contract is varied by a building, or part of a building, being added to the Premises portfolio, the Authority shall, as a minimum, provide to the Service Provider a version of the Site Services Matrix in Appendix 2 updated to include the additional building's information. Specifications and pricing schedules will be provided in line with the Variation Procedure in Schedule 6.
  - 1.5.2 If the building or part building is already within the overall Authority portfolio, then all relevant records and information held by the Authority, including but not limited to: any lease information, floor plans, schematic drawings, Asset schedules, operating and maintenance records, statutory records, e.g. water treatments, test certificates (fixed and portable), etc., maintenance records, health & safety file and asbestos register shall be provided to the Service Provider.
  - 1.5.3 If the building is not in the Authority overall portfolio, then all relevant information, data, records, drawings, certificates, licenses, etc. supplied to the Authority as part of the building's Premises acquisition, will be provided to the Service Provider.
  - 1.5.4 In the event that the Contract is varied by a building, or part of a building, being omitted from the Premises portfolio, then the Service Provider shall make available to the Authority all information, data, records, drawings, certificates, licenses, etc. that it holds on the Authority's behalf in relation

**SCHEDULE 3 – LUL SPECIFICATION**  
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to the building. This includes but is not limited to, the information, etc. set out in Clause 1.5.2 above. Specifications and pricing schedules will be provided via a Contract Variation.

- 1.6 The Premises are in some cases also occupied by third parties or partner organizations. These organizations shall be treated as if they were the Authority for the purposes of this Contract.



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**SECTION 2 – SCOPE OF WORKS**

- 2.1 The Services include the following core tasks. The scope of each of these is as set out in specific volumes/chapters of this schedule relative to each of the disciplines.
- a) General Management;
  - b) Premises Management;
  - c) Mechanical and Electrical Maintenance;
  - d) Fabric Maintenance (including items external to the Premises such as gates, barriers, car parks, street furniture);
  - e) Fire Systems Maintenance (including portable fire fighting appliances);
  - e) Lift Maintenance;
  - f) Security Systems Maintenance, (including CCTV, intruder alarms, etc.);
  - g) Maintenance of Cradles and Fall Arrest Systems;
  - h) Statutory Compliance;
  - i) Grounds Maintenance;
  - j) Pest Control;
  - k) Cleaning and Window Cleaning;
  - l) Safety and Environmental Management; and
  - m) Maintenance Projects.
- 2.2 The distribution of these services across the Premises is detailed in the Site Services Matrix in Appendix 2 of this Schedule. The Authority has taken all reasonable measures to ensure the information contained in the Site Services Matrix in Appendix 2 and in other appendices to this schedule is correct at the time of issue. It is however, the Service Provider's responsibility to verify the accuracy of the contents and report any and all discrepancies to the Contract Manager during Mobilisation.
- 2.3 The Service Provider shall devise all appropriate plans, programmes, method statements, risk assessments, task sheets and provide all necessary labour, tools, consumables, fixings, lubricants, materials, plant and equipment to provide the Services described in subsequent volumes and chapters of this schedule.
- 2.4 Any representative of the Authority has the right to stop any works, operations or actions of the Service Provider's personnel if the manner in which these are being undertaken constitutes a risk to the health and safety of any person or property. Moreover, the Authority shall not accept responsibility for any loss incurred by the Service Provider as a result of any such actions.
- 2.5 The Service Provider shall put forward, on a regular basis, recommendations with regard to quality improvements, innovation and added value. These shall be formally discussed with the Contract Manager at the periodic meetings and changes shall only be implemented with the prior agreement of the Contract Manager.
- 2.6 The Service Provider shall develop an integrated Health, Safety, Environmental and Quality project plan during Mobilisation for approval by the Contract Manager and this shall form part of the Contract.
- 2.7 The Service Provider shall implement an ISO accredited quality management system during Mobilisation.

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**2.8 EXCEPTION CONDITIONS**

- 2.8.1 The Service Provider shall inform the Contract Manager immediately upon becoming aware of any:
- a) services or functions that are not being performed competently in connection with the Premises (even if they are not within the Service Provider's remit);
  - b) additional services or functions that may be required in connection with the Premises; and
  - c) matters which may affect the occupants or operation of the Premises.

**2.9 LEGISLATION, REGULATIONS AND STANDARDS**

- 2.9.1 The Service Provider shall ensure that all works, operations and actions carried out pursuant to the Contract and all Equipment and plant, machinery, apparatus, materials and substances used shall comply with current and relevant statutory instruments, legislation and regulations.
- 2.9.2 The Service Provider and its staff shall, at all times, comply with the Authority's works access and emergency procedures.
- 2.9.3 The Service Provider shall comply and shall ensure the compliance of its sub-contractors, with all health and safety law applicable to the Services and with the provisions of the Contract QUENSH Conditions. The Service Provider shall enable and assist the Authority to comply with all relevant health and safety law applicable to the Authority.

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**SECTION 3 – RESOURCES**

**3.1 ACCOUNT MANAGER**

3.1.1 As a minimum, the Service Provider shall provide a competent, dedicated to the Contract and Premises based, Account Manager and a nominated deputy, both technically and managerially, to be responsible for:

- a) satisfactory execution and day-to-day management of the Services;
- b) providing leadership and innovation;
- c) providing strategic advice and support in the provision of the Services;
- d) being conversant with all requirements of the Contract;
- e) ensuring that the Services provided are carried out in accordance with the Contract and to the satisfaction of the Contract Manager;
- f) acting as the liaison point between the Contract Manager and the Service Provider;
- g) producing the contract review report in accordance with Section 8 of this chapter; and
- h) producing risk assessments including fire and security risk assessments and method statements for any additional services and ad hoc work.

3.1.2 They shall be sufficiently skilled, qualified and experienced to enable them to deliver a high quality and cost effective service.

3.1.3 Any absence of the Service Provider's Account Manager shall be covered at all times by the nominated deputy. There shall be an adequate level of competent supervision of all staff at all times, whether they are permanent, temporary or relief to the extent that all Services performed on the Premises are supervised at all times to ensure satisfactory performance in accordance with the Contract.

3.1.4 The Service Provider's Account Manager and/or nominated deputy shall be on call 24 hours per day, seven days a week including bank & public holidays. If neither of these are available, call-out responsibility shall be with the Service Provider's Operations Director.

3.1.5 The Service Provider shall develop a call-out procedure, including the use of the out of Core Hours Help Desk, during Mobilisation for approval by the Contract Manager and this shall form part of the Contract.

3.2 Any proposed changes, by the Service Provider, to the Account Manager or other key staff shall be subject to prior approval by the Contract Manager. In these cases, the Service Provider must, prior to the appointment of replacements to its Account Manager or other key staff, submit details to the Contract Manager who may choose to meet the candidate prior to the appointment being made. The Authority retains the right to withhold consent for the appointment to be made, without the need for further explanation.

**3.3 CONTRACT MANAGEMENT TEAM**

3.3.1 The Service Provider shall establish during Mobilisation and maintain a contract management team.

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- 3.3.2 The contract management team shall comprise the personnel identified in Schedule 4.
- 3.3.3 The contract management team shall be in operation during Core Hours.
- 3.3.4 The contract management team shall liaise directly with the Authority's in-house facilities management team.
- 3.3.5 The Service Provider shall develop a Communications Plan during Mobilisation for approval by the Contract Manager. This shall define the interface and interactions between the contract management team and the Authority's in-house facilities management team. It shall form part of the Contract.
- 3.3.6 The Service Provider shall define the overall project structure during Mobilisation as described in its bid for approval by the Contract manager. It shall form part of the Contract. It shall cover at least the following:
  - a) a resource table relating to each Premises;
  - b) an operational model encompassing managed and visited Premises;
  - c) use of the sub-contractor supply chain;
  - d) management of holidays and sickness; and
  - e) an organogram.

**3.4 OTHER SERVICES STAFF**

- 3.4.1 All contract staff shall be suitably qualified and competent in the discipline they are performing. All staff shall be appropriately trained prior to commencing duties at the Premises.
- 3.4.2 The Service Provider shall ensure that there is a sufficient level of trained and competent staff to provide all of the services specified. The Service Provider shall also provide resource for ad-hoc works requirements.
- 3.4.3 Lack of competency or resource shall not be mitigation for not delivering the Contract requirement or meeting service level agreements.
- 3.4.4 The Service Provider must ensure a stable workforce with minimal turnover of personnel who have appropriate skills, qualifications and experience relevant to their individual functions.
- 3.4.5 The Authority reserves the right to audit the Service Provider and sub-contractors to ensure that at least the London Living Wage is being paid to staff and that they comply with the Working Time Directive.
- 3.4.6 All staff proposed to work on the Contract shall be notified to the Contract Manager who shall have the option to interview and approve them prior to commencing duties on the Premises.
- 3.4.7 The Authority reserves the right to refuse to approve any person employed by the Service Provider in any discipline, or by a sub-contractor.
- 3.4.8 The Authority reserves the right to instruct the Service Provider to remove from the Contract any member of the Service Provider's staff, without specifying a reason.
- 3.4.9 The Authority shall not be liable for any costs incurred as a consequence of the removal of a member of staff.

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- 3.4.10 The Service Provider shall ensure that all trainees, apprentices and students engaged in providing the Services are adequately supervised so that no quality standard is compromised by the use of such staff. Such staff shall not be employed instead of regular and qualified staff but as a supplement to them. All costs for such staff are to be borne by the Service Provider.
- 3.4.11 The default language for the Service Provider and services to the Authority shall be English and this requirement shall extend to:
- a) oral communications; and
  - b) all written communications and instructions including any training or technical material provided by the Service Provider following the modification, renewal or replacement of any Asset.

Those staff who have responsibility for managing the Contract and the Service Provider's personnel whilst they are working on the Authority's Premises shall be able to communicate in both written and oral English to a standard appropriate to the tasks being performed.

- 3.4.12 The Service Provider shall ensure that all personnel display the relevant building pass and/or contractor's pass where applicable at all times when on Authority Premises. Access passes are required for working on LUL operational premises. Issuance of access passes by the Authority is accompanied by specific annual safety training – see clause 3.11.4.
- 3.4.13 The Authority may provide bearer passes for travel on the LUL transport network to selected Service Provider staff.
- 3.4.14 The Authority has a strict Alcohol and Drugs policy, which clearly states that any employees, including service provider personnel must not be under the influence of alcohol or drugs. The Service Provider shall insure that all operatives adhere to the Authority's drugs and alcohol policy as articulated in QUENSH and have the means to facilitate testing to verify compliance within 4 hours of a request from the Contract Manager.
- 3.4.15 The Service Provider is responsible for all employee related costs including but not limited to, recruitment, termination, bonuses and redundancy, no matter how so caused, including any claims under TUPE transfers. This includes cases of long term illness beyond the limit of 8 weeks i.e. the Authority shall not be liable for the costs associated with long term illness beyond 8 weeks.

**3.5 ADULT BASIC SKILLS**

- 3.5.1 Literacy and numeracy are the fundamental skills that every adult needs to be able to function and progress at work and in society in general. Collectively the skills of literacy and numeracy are often referred to as the basic skills.
- 3.5.2 The Service Provider shall be required to demonstrate active support for the Department for Education and Skills, Skills for Life programme aimed at improving adult basic skills as part of their overall training to all staff performing duties at Premises as required in the Contract. This must include an initial assessment of all such staff in accordance with the Skills for Life programme and where staff are found not to meet the criteria the Service Provider must make available suitable arrangements for

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appropriate training to assist them in attaining at least the basic level as part of their individual training plans.

3.5.3 The responsibility for assessing staff needs and meeting all requirements and associated costs lies with the Service Provider.

3.5.4 Documentary evidence of all completed training by Service Provider's staff shall be retained in the Technical Library(see Clause 6.1.2) and may be subject to audit by the Authority.

3.5.5 The Authority reserves the right to require an individual's basic skills are sufficient to ensure they are capable of understanding all necessary health & safety information etc.

**3.6 IMMIGRATION, ASYLUM AND NATIONALITY ACT 2006**

3.6.1 The Service Provider shall ensure compliance with the Immigration, Asylum and Nationality Act 2006, and subsequent amendments thereof.

3.6.2 The Authority is required to seek assurance that its contracted Service Providers are complying with the Immigration, Asylum and Nationality Act 2006, in relation to the staff employed by such Service Providers on the Authority's contracts, particularly those that are Premises based. In particular assurance shall be provided that they:

3.6.2.1 Only employ persons legally resident within the UK and legally permitted to undertake paid employment in the UK.

3.6.2.2 Have undertaken pre-employment screening in accordance with the current Baseline Personnel Security Standard (BPSS), including proof of identification, right to work in the UK, previous three years employment history and basic criminal records check (or heightened levels of pre-employment screening where applicable and as instructed by the Authority).

3.6.2.3 Have appropriate staff, trained to the required level in the requirements of immigration legislation employed on pre-employment screening. Managers who are inspecting original identity and right to work documentation should be given appropriate guidance as to how to detect that documents are fraudulent in line with the Centre for the Protection of National Infrastructure Guidelines (CPNI).

3.6.2.4 Have robust documented processes and procedures for managing pre-employment screening and make evident an auditable record.

3.6.2.5 Maintain appropriate records in relation to pre-employment screening, in accordance with the Data Protection Act 1998 and European Data Directive 95/46. The Service Provider shall ensure that robust safeguards are put in place for the processing, storage and destruction of sensitive information such as criminal disclosure certificates.

3.6.3 The Service Provider is responsible for carrying out and paying for any disclosures for all employees before they attend the Premises. This shall consist of verifying various documentation and references. These shall comprise:

3.6.3.1 Proof of Identity at least two of the following: current passport, UK birth certificate; EU national ID card; UK photo driving licence (only to be accepted as secondary document).

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- 3.6.3.2 Satisfactorily authenticated former employer written references going back a minimum of three years. The “to whom it may concern” type is not acceptable; applications for references must be made by the Service Provider to past employers and evidence of requests should be recorded in line with good HR practice.
- 3.6.3.3 Copy of naturalisation certificate for all naturalised citizens.
- 3.6.3.4 Proof of address: bank statement, credit card statement, utility bill, council tax bill, mortgage statement, government agency communication e.g. Inland Revenue, insurance document within last 3 months.
- 3.6.3.5 Proof of right to work: for all non European Economic Area (EEA) citizens, copy of indefinite leave to remain document or if limited leave to remain status; copy of work or student visa documents, immigration status document stating restricted right to work in the UK or UK biometric identity card for migrant workers. For EEA nationals of Accession States the Service Provider shall ensure compliance with the Workers Registration Scheme or Accession Authorisation Scheme, whichever is applicable.
- 3.6.4 Failure to carry out the checks outlined above shall be regarded as a fundamental breach of contract and treated accordingly. Lack of cleared staff is no mitigation for non delivery of the service.
- 3.6.5 The Authority shall not take any responsibility for staffing issues arising due to delays in security clearance. It is the Service Providers responsibility to ensure that the Contract is adequately resourced at all times.
- 3.6.7 The Authority reserves the right to inspect and audit, or appoint an independent specialist to inspect and audit, the Service Provider's records, both on the Authorities' Premises and its own offices, to confirm that adequate checks have been carried out in line with requirements for every person used in connection with the Contract. The Service Provider and any of its sub-contractors are required to cooperate fully in any audit. Copies of the completed audits shall be provided to the Service Provider. Responsibility for employees lies with the Service Provider and not the Authority even if the Authority has audited the documents. The Service Provider shall also provide evidence that any employment agency it uses follows the same procedures and that all agency staff employed have appropriate approvals.

**3.7 STAFF SECURITY CLEARANCE**

- 3.7.1 All Service Provider's staff employed on the Authority's Premises who have access to sensitive areas and Equipment shall be subject to a Basic Disclosure (Criminal Records) check. This applies to staff who have access to CCTV, access control, security and communications equipment.
  - 3.7.1.1 The right to employment checks described in Section 3.6 are a prerequisite to the security clearance process.
  - 3.7.1.2 The Service Provider shall be responsible for arranging for these to be carried out and all financial arrangements relating to this. Basic

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Disclosure (Criminal Records) checks may only be undertaken by 2 authorised bodies, i.e. Criminal Records Bureau (CRB) and Disclosure Scotland. Such checks may take between 2 and 6 weeks to complete depending on which body is employed.

3.7.1.3 In certain instances it may be necessary for Service Provider's staff to undergo Standard or Enhanced Disclosures and these may only be undertaken by the CRB. Should this requirement exist, the Authority shall instruct the Service Provider accordingly.

3.7.2 The Authority must receive confirmation that the criminal records checks set out above have been carried out for each individual concerned. The Service Provider shall keep a record of all disclosure certificate numbers and the date on which they were carried out and submit up to date records to the Authority upon request. The Service Provider is required to have sufficient staff security cleared to enable the delivery of the service to be carried out without disruption on these Premises. The Authority shall not accept unnecessary numbers of clearances being undertaken so applications are to be limited to those allocated to work in the areas set out above and a reserve for holidays and absence.

3.7.3 Only security-cleared staff are allowed unescorted in the Premises mentioned above. At the discretion of the Contract Manager uncleared staff may be used on these Premises; they must be signed in and supervised at all times by a cleared member of staff and then only if the individual under supervision has a Disclosure application submitted and pending. Prior to the Service Providers staff being permitted escorted access to the Premises, the Service Provider shall have established the individual's legitimate identity and eligibility to work in the UK and have examined original identity and right to work documentation as per Section 3.6 above.

#### **3.8 CONTRACT STAFFING AND ADMINISTRATION**

3.8.1 The Service Provider shall maintain a staff register with a copy in the Technical Library to record details of the Service Provider's personnel, passes issued to them and training. Updates shall be provided on a regular basis as may be requested by the Contract Manager.

#### **3.9 APPEARANCE AND BEHAVIOUR**

3.9.1 All staff, but in particular Service Providers staff who operate throughout the portfolio, are often the first contact that many visitors have with the Authority. As such, they are pivotal in the overall first impression that people have of the Authority. It is therefore vital that the Service Provider's staff carry out their duties with a high level of awareness regarding customer service.

3.9.2 To this end, the Service Provider shall ensure that its personnel maintain the highest standard of appearance and behaviour and are professional and courteous when dealing with customers, Authority staff, visitors etc. The Service Provider shall ensure that its staff have sufficient skills and training to enable them to carry out their duties to this standard.

#### **3.10 ATTIRE**



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- 3.10.1 Whilst on duty, the Service Provider's personnel and those of their sub-contractors shall wear an appropriate uniform for the tasks being performed, and for the location in which they are operating. This shall be agreed with the Contract Manager during Mobilisation and prior to any proposed change in design or style. All uniforms must be in keeping with the image that the Authority wishes to portray.
- 3.10.2 Uniforms shall include a personnel identification badge, to be agreed with the Contract Manager during Mobilisation and prior to any proposed change in design or style. The Authority's name and LOGO shall not be prominent on the uniform.
- 3.10.3 Uniforms shall be clean and free from marks and soiling and be in good repair at all times. Uniforms that become soiled or damaged shall be changed as soon as practicable.
- 3.10.4 The supply, maintenance and upgrade of uniforms according to season or for any other reason and any associated personal protective equipment, shall be the responsibility of the Service Provider and shall be included in the Charges.
- 3.10.5 The supply of uniforms shall comply with the Authority's ethical sourcing policy.

**3.11 TRAINING**

- 3.11.1 The Service Provider shall prepare a training plan and schedule for all their personnel who are employed on the Contract on-site.
- 3.11.2 The training plan and schedule shall be reviewed at least on an annual basis with the first review taking place during Mobilisation. The Service Provider shall ensure that appropriate training and continuing professional development takes place. The Service Provider must show how it plans to train its personnel to the specific requirements of the Authority. This should include all necessary health & safety (H&S) and environmental training as required by QUENSH. This plan shall be subject to the approval of the Contract Manager.
- 3.11.3 The Authority will arrange and provide free of charge any specialist operational training required to facilitate undertaking the Services on the Authority's Premises. In particular, the Authority will arrange and provide, free of charge, safety training for the Service Provider's Personnel identified at the Contract Commencement Date. In particular, the Authority will provide the annual LU access course which is a prerequisite for issuance of access passes for certain LU Operational Premises. For the avoidance of doubt, the Authority will not be responsible for the remuneration, time spent, travel, subsistence or other similar costs or expenses of any of the Service Provider's Personnel attending any training under this requirement.
- 3.11.4 The Service Provider shall ensure, within the Charges, adequate training for all of its personnel including, but not limited to:
  - a) the tasks they have to perform;
  - b) the use of all necessary equipment at all times during the life of the Contract;

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- c) all relevant rules of the Authority;
- d) all relevant rules, procedures, codes of practice etc concerning the services they are providing; and
- e) all relevant rules and procedures concerning the Authority's requirements under QUENSH;

Initial training shall take place during Mobilisation.

3.11.5 All new staff shall be required to undertake site specific induction training as agreed with the Contract Manager.

3.11.6 Documentary evidence of all completed training by Service Provider's staff must be stored in the Technical Library and may be subject to audit by the Authority. This shall be accessible by the Authority at all times.

**3.12 SMOKING**

3.12.1 The Service Provider is reminded that it is illegal to smoke within the Premises and the Service Provider's staff are not permitted to smoke within the immediate vicinity of the Premises.

**3.13 STRATEGIC LABOUR NEEDS AND TRAINING**

3.13.1 The Service Provider shall support the Authority in the implementation of the TfL Skills and Employment Strategy as specified in Schedule 8 (Strategic Labour Needs and Training).

3.13.2 During Mobilisation, the Service provider shall submit a revised copy of the Initial Strategic Labour Needs and Training plan to the Contract Manager for approval (see Schedule 8 section 2.1 b).

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**SECTION 4 – PERFORMANCE MEASUREMENT**

- 4.1 The Service Provider's performance shall be measured against the set of KPIs specified in Schedule 4 (Charges). Failure to meet the KPIs may result in fee abatement. Fee abatement values are specified in Schedule 4.
- 4.2 The Service Provider shall carry out accurate self-monitoring of its performance and shall provide the Authority and its representatives with appropriate data, which fairly and accurately establishes the extent to which the Service Provider has achieved the expected results.
- 4.3 The Authority shall also monitor the Service Provider's performance against the KPIs using its PMS.
- 4.4 During Mobilisation, the Service Provider shall provide to the Authority a written process and associated arrangements for monitoring its own performance that will be implemented in parallel with the Authority's PMS.
- 4.5 The Authority's PMS and the Service Provider's self monitoring system shall be agreed during Mobilisation and shall be in operation at the Service Commencement Date. These shall be reviewed annually to ensure continuing effectiveness and appropriateness.
- 4.6 Measurement shall take place in various ways including, but not limited to the following:
- a) randomly selected buildings will be visited and audited by the authority at least once a period;
  - b) inspections carried out both jointly between the Authority and the Service Provider and independently by the Authority;
  - c) the Service Provider's self monitoring procedures;
  - d) analysis of Help Desk statistics;
  - e) record keeping of on-site support and administration performance;
  - f) the results of planned general inspections (PGIs); and
  - g) the results of environmental general inspections (EGIs).
- 4.7 The KPI's shall be measured and applied per period, unless otherwise agreed.
- 4.8 Fee abatement shall be discussed at the period meeting where the value of the rebate shall be accounted for at the end of each period. The Service Provider shall submit its period invoice at the agreed date, identifying any rebates applicable to the previous period, apportioned against the appropriate service line and building across the estate. In any disputed issue the Authority's decision is final.
- 4.9 The Service Provider shall, at no cost to its personnel engaged on the Contract, absorb any fee abatement.
- 4.10 The KPI's and SLA's determined will not limit in any way obligations placed upon the Service Provider to carry out the Services.
- 4.11 **Scoring System**
- 4.11.1 The PMS features a traffic-light system, intended to highlight any failure in the provision of a particular aspect of the service.

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- 4.11.2 Each measure has a set target that shall be met 100% by the Service Provider.
- 4.11.3 Each measure is scored by allocating 'green' light for pass, a 'red' light for fail and an 'amber' light for intermediate. All the KPIs need to achieve green status.
- 4.11.4 If any 'amber' or 'red' light is incurred, the Service Provider shall produce an action plan to improve the service to achieve the desired result.
- 4.11.5 A 'red' light is never acceptable, and would therefore incur a pre-determined fee abatement.
- 4.11.6 An 'amber' light is not acceptable, but doesn't incur fee abatement. An Amber light indicates that improvements need to be made.
- 4.11.7 Three 'amber' lights in successive periods for the same measure would be deemed to incur a 'red' light.
- 4.11.8 If two consecutive 'red' lights occur for the same measure or if, in the opinion of the Contract Manager, the frequency of 'red' or 'amber' lights becomes too high, a formal review and audit will be convened with the most senior nominated Service Provider officer, who will personally be required to oversee agreed sustained corrective action of the issues, within agreed timescales.

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**SECTION 5 – PREMISES FACILITIES TO BE PROVIDED TO THE SERVICE PROVIDER**

**5.1 RISK ASSESSMENT AND SAFE SYSTEMS OF WORK**

- 5.1.1 The Service Provider shall document appropriate risk assessments and safe systems of work for any Equipment or facilities provided by the Authority prior to its use.

**5.2 MAIN OFFICE ACCOMMODATION**

- 5.2.1 Office accommodation shall be made available to the Service Provider for the duration of the Contract only. It shall include sufficient IT equipment for the Service Provider to perform the Services. The offices shall be furnished, fitted, serviced, heated and lit to the Authority's standards, and located within Authority's portfolio. This accommodation may be co-located with other occupants. Accommodation and desks may be on a hot-desking/flexible workspace basis. Accommodation may only be used for the provision of the Services and for no other purpose. Desk space shall be limited to those required on the Contract.

- 5.2.2 There will be limited storage space for materials.

- 5.2.3 The IT equipment provided shall be connected to the Authority's network. Note this equipment is loaded with MS Office, Outlook and Internet Explorer. The Help Desk will be accessed as an LUL hosted system. No other programs are permitted without the prior permission of the Authority. The equipment must only be used for provision of the Services. Should the Service Provider require bespoke programs or use its own applications then it must provide its own IT systems, equipment and connections solely at its cost.

- 5.2.4 Static office telephones shall be provided.

- 5.2.5 A Copier, Printer, Facsimile (Fax) machine or access to a multi-functional device shall be made available.

- 5.2.6 Misuse of these facilities may result in their withdrawal at the discretion of the Contract Manager. The Service Provider shall then be responsible for providing its own alternative facilities at its own expense.

- 5.2.7 In direct relation to the outputs of the Contract, the Authority shall provide reasonable amounts of computer consumables for the Service Provider (ink / toner cartridges and paper for printers / copiers). These supplies shall only be used for providing the Services. All other stationery and consumables shall be the responsibility of the Service Provider.

- 5.2.8 The Service Provider shall organise its work so as to minimise the cost of any facilities, services and equipment provided free of charge by the Authority. It shall also ensure the economical usage of any storage space which may be provided free of charge by the Authority. The Authority reserves the right to undertake, on a regular basis, financial and technical audits of the use of free issue facilities and the Service Provider shall provide the Authority every assistance to achieve this.

- 5.2.9 The Service Provider shall make arrangements for setting up its offices during Mobilisation.

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**5.3 MOBILE TELEPHONES, PAGERS AND RADIOS**

- 5.3.1 The Service Provider shall provide its own mobile phones, two-way radios and pagers, which shall be available for use for 24 hours on every calendar day for business use and for emergency call out purposes. In addition, the Service Provider shall provide spare and replacement batteries, and battery chargers. The Service Provider shall pay all licence and other fees associated with this equipment. The use of Service Provider's radios may be prohibited at certain LUL sites where the issue of LUL radios will be at the discretion of the Contract Manager.

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**SECTION 6 – GENERAL ADMINISTRATION**

**6.1 Document Control**

6.1.1 The Service Provider shall develop a comprehensive and structured administration system for the Contract to ensure complete transparency of process and a full audit trail. The Service Provider shall also ensure that the subcontractors maintain a true and correct set of records pertaining to all activities relating to the subcontractor's performance of the Contract.

6.1.2 The Service Provider shall manage, maintain and make available to the Contract Manager or any auditor as required, comprehensive records and documents relevant to the Services. This information shall be stored in hard-copy form in a Technical Library within the allocated accommodation. It shall also be stored in electronic form, The Service Provider shall make arrangements for taking over the existing Technical Library during Mobilisation. The Technical Library shall include but is not limited to the following information:

- a) Asset Registers;
- b) asbestos register;
- c) as-built drawings;
- d) finishes information;
- e) inspection records/reports;
- f) cleaning records/reports;
- g) contractual correspondence
- h) contractual correspondence register;
- i) COSHH records;
- j) emergency precautions information, i.e. systems information, emergency procedures, evacuation records and processes, fire certificates, fire warden lists, first aider lists, floor plans;
- k) environmental monitoring records;
- l) financial records;
- m) health and safety information and records;
- n) technical services and fabric maintenance records;
- o) minor works and project works records;
- p) operating and maintenance manuals;
- q) permits to work;
- r) portable appliance testing records;
- s) subcontractor records i.e. contract documents, specifications, performance monitoring records
- t) statutory notices;
- u) water treatment records;
- v) various licenses such as TV and flue licenses

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- w) statutory compliance records; and
  - x) periodic and ad-hoc meeting reports and minutes.
- 6.1.3 The Service Provider must maintain an up to date index of the Technical Library, which shall be made available to the Contract Manager on request.
- 6.1.4 The Contract Manager shall ensure that all processes, procedures and documentation produced and operated by the Service Provider are consistent with the Authority's policies and standards. Internal forms and guidance documentation produced shall also conform to The Authority's policies and standards.
- 6.1.5 All information, decisions and instructions relating to the Contract shall be made and kept in writing. The Authority's recipient for such Contract correspondence shall be the Contract Manager, and the Service Provider's recipient shall be the Account Manager.
- 6.1.6 Contract correspondence shall be uniquely numbered using a logical and structured system.
- 6.1.7 Correspondence shall be answered within five working days of its receipt.
- 6.1.8 Correspondence, which requires a response relating to a pre-agreed event, shall clearly state the relevant event.

**6.2 Sub-Contractors**

- 6.2.1 In addition to the requirements in relation to sub-contractors, which are set out in the Schedule 2A Section 9, the Service Provider shall provide an updated list of sub-contractors used for the Services, stating the responsibilities that they shall carry out.
- 6.2.2 Prior to the appointment of any sub-contractors, the Service Provider shall submit to the Contract Manager a comprehensive report detailing the results of any Tender evaluation work conducted. The Contract Managers shall have the right of veto to the appointment of any sub-contractor prior to appointment. The report shall include as a minimum:
- a) the documentation and criteria used to obtain any sub-contracted works;
  - b) performance against each criteria; and
  - c) recommendations of any appointment of specialist sub-contractors.
- 6.2.3 In the event that a sub-contract is terminated or discharged earlier than the Contract expiry, the Service Provider shall immediately inform the Contract Manager how it intends to deliver the relevant services. The Service Provider shall provide service continuity during this period.
- 6.2.4 During Mobilisation, the Service provider shall organise induction sessions for sub-contractors. These shall be supplemented with a Procedures Manual specifically designed for this Contract and agreed with the Contract Manager.

**6.3 Accounts Administration**

- 6.3.1 The Service Provider shall provide budgetary and financial information on forecast and actual expenditure on a periodic basis in its periodic reports.



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- 6.3.2 The Service Provider is required to provide the following services:
- a) provide a financial summary, in a format to be approved by the Contract Manager within the contract review report;
  - b) prepare applications for payment;
  - c) liaise with the Authority's finance and audit departments on all matters pertaining to the Contract; and
  - d) provide information and assistance during financial audits.

**6.4 Help Desk and Computer Aided Facilities Management (CAFM) System**

- 6.4.1 The Service Provider shall provide a dedicated, staffed, Help Desk available 24 hours a day, 365 days per year to receive requests, complaints and fault reporting relating to the Services from the occupants of all the Premises in the Authority's portfolio, from which it shall then take action in accordance with the Response Matrix in Appendix 1. Any item reported shall be confirmed by the Help Desk by fax or e-mail.
- 6.4.2 On completion of any Services the Service Provider shall ensure that the Help Desk is informed within 3 working days. Failure to do so will constitute a failure to comply with the performance regime set out in Appendix 1. The Help Desk shall confirm completion to the requestor by fax or e-mail within the following 2 working days
- 6.4.3 The Help Desk shall also be the Authority's focal point for Asset tracking and reporting by the Service Provider as agreed with the Contract Manager.
- 6.4.4 The Service Provider shall fully comply with and respond to all the changes to procedures and to requirements of the Authority which may occur from time to time.
- 6.4.5 The Help Desk shall use the Computer Assisted Facilities Management (CAFM) system in current use by the Authority based on the proprietary system Concept. All calls must be logged on to the system as they are received.
- 6.4.6 The role of the Help Desk/CAFM System shall include as a minimum:
- a) acceptance of reports of faults and arranging of repairs;
  - b) programme and issue preventative maintenance tasks;
  - c) close out Helpdesk tasks and PPM's on the CAFM System;
  - d) assist with user queries as required;
  - e) record and maintain Asset information;
  - f) provide information as input to the Service Provider reports to the regular review meetings relating to performance within the respective service areas;
  - g) provide information as required to the Contract Manager relating to performance within the respective service areas; and
  - h) ensure Service Provider call out details are maintained for each Premises within the entire Premises portfolio.

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- 6.4.7 In addition to meeting the requirements of the Performance Regime as set out in Appendix 1, the Help Desk shall:
- a) implement a system agreed between the Service Provider and the Contract Manager for prioritising repair works;
  - b) provide Information on the cause of the faults to the Contract Manager;
  - c) monitor and record all Asset and operational management information on the CAFM System; and
  - d) update and maintain the preventative maintenance information held on the CAFM System
- 6.4.8 Calls will be related to, but not limited to the following:
- a) security;
  - b) cleaning;
  - c) minor works and enhanced maintenance works;
  - d) safety issues;
  - e) lifts;
  - f) plumbing;
  - g) mechanical and electrical;
  - h) fabric;
  - i) pest control, grounds maintenance; and
  - j) other miscellaneous facilities related matters as specified in this Schedule 3.
- 6.4.9 Where a health and safety related fault is reported, or a condition occurs that prevents the occupiers from using part of the Premises for their intended use, the Service Provider shall ensure that these works are commenced immediately and report the incident to the relevant premises manager.
- 6.4.10 The Service Provider shall ensure that the Help Desk is fully operational by the end of Mobilisation.
- 6.4.11 The Service Provider shall manage and control the PPMSchedules and the issuing and processing of Task Sheets by means of the Computerised Maintenance Management System ("CMMS") integral to the existing Concept system.

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**SECTION 7 – SERVICE PROVIDER’S BUSINESS CONTINUITY PLAN**

- 7.1 The Service Provider shall as a part of Mobilisation revise its companybusiness continuity plan (BCP) for approval by the Contract Manager. The BCP shall include details as to how it would continue to provide an uninterrupted service if its own premises suffered disruption, there was temporary significant loss of staff (e.g. Pandemic Flu) or its management chain of command become unavailable (particularly in the case of key individuals, such as the Account Manager).
- 7.2 The Service Provider shall submit on an annual basis an updated BCP to the Contract Manager for approval.
- 7.3 The BCP shall take into account the continued operation of the Help Desk facility.
- 7.4 The Service Provider shall be responsible for updating its BCP recovery and contingency plan and provide upon request by the Authority evidence that it is tested on a regular basis.

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**SECTION 8 – REPORTING PROCEDURES**

**8.1 ADMINISTRATION, REPORTING AND FEEDBACK**

8.1.1 All reports identified in this Section 8 shall be kept in the Technical Library.

**8.2 PERIODIC MEETINGS AND REPORTS**

8.2.1 Monitoring meetings between the Contract Manager and the Service Provider shall be held at least every period during normal operations but every week during the first three months of Mobilisation.

8.2.2 The objectives of the meetings shall include as a minimum:

- a) review of performance monitoring results against targets;
- b) review of budgets and invoicing and discussion of any abnormal variances;
- c) review of complaint trend analysis;
- d) review of operating issues with appropriate resolutions; and
- e) identification of ways of increasing value for money / continuous improvement.

8.2.3 The Service Provider shall also provide such management information as is requested by the Authority in a format and frequency to be agreed during Mobilisation. This may include, but is not limited to, data on Equipment, staff turnover, environment and health and safety.

8.2.4 The Service Provider shall be responsible for producing a periodic report which shall be submitted to the Authority by email a minimum of 5 working days prior to the monitoring meeting.

8.2.5 At the Contract Commencement Date, the Service Provider shall agree with the Contract Manager a standard agenda for the weekly progress meetings during Mobilisation.

8.2.6 The periodic report during normal operations shall contain as a minimum the following information pertaining to the period in question:

- a) a general overview / review of the period;
- b) performance against the PMS (KPIs/SLAs – see Section 4 for more detail); and appropriate performance trend data;
- c) progress and results of statutory testing and inspections carried out;
- d) progress of any outstanding enhanced maintenance projects being undertaken;
- e) an O&M document change control report;
- f) Contract specific information as requested by the Authority;
- g) staffing issues (training, illness, turnover etc) including a current staff register;
- h) number of complaints received and action taken;
- i) details of any problems and suggested solutions;
- j) any Equipment issues;

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- k) actions for the forthcoming period including work schedules, quotations requested / submitted;
- l) innovative proposals, including strategy issues and industry trends;
- m) identify: completed works items, outstanding works items, any RIDDOR incidents, any remedial or “Ad-hoc” works undertaken in the period and a report on trends from previous periods;
- n) safety report including incidents, accidents, near misses and any visits or enforcement actions from regulators; and
- o) the results of planned general inspections and environmental general inspections.

**8.3 QUARTERLY MEETINGS AND REPORTS**

- 8.3.1 A quarterly meeting will be held at which an appropriate Service Provider’s director shall attend.
- 8.3.2 The Service Provider shall carry out a presentation to the Authority for the purpose of the quarterly meeting to include the following as a minimum:
  - a) review the last quarter’s performance monitoring results against targets;
  - b) actions and issues arising over the last quarter;
  - c) identify trends from the last quarter; and
  - d) identify any suggested improvements in the service and value for money for the next quarter.

**8.4 AD HOC MEETINGS AND REPORTS**

- 8.4.1 Ad hoc reports may be requested by the Authority from time to time. All such reports should be provided within a maximum of two days following the request.
- 8.4.2 There may also be meetings on an ad-hoc basis as requested by the Authority for which the Account Manager should be readily available.

**8.5 FEEDBACK**

- 8.5.1 The Service Provider shall provide a prompt and accurate response to any query be made by the Authority or a customer.
- 8.5.2 Responses shall be provided within a maximum of 24 hours of the request for information being made.

**8.6 QUOTES**

- 8.6.1 From time to time, the Service Provider may be required to undertake additional work related to the Services. Such works will not be included in the Charges. The process for instructing these is in Volume 7 Clause 1.3. Such quotes shall be submitted within 3 days of a request being made or other such time as agreed with the Contract Manager.

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**SECTION 9 – VEHICLES, PARKING & OTHER TRAFFIC ISSUES**

- 9.1 The Service Provider shall provide for any vehicular transportation required in the provision of the Services including licenses, the London congestion charge, insurance, fuel and parking, within the Charges.
- 9.2 Requirements on the types of vehicle to be used are specified in Volume 6 clause 2.3 (Environmental Management).
- 9.3 Parking is generally not available at any Authority Premises and the Service Provider must make appropriate provision for deliveries, staff movement etc. both for its own staff, subcontractors and suppliers. Some premises may have restricted delivery arrangements with deliveries being pre-programmed.
- 9.4 The Service Provider is to take all reasonable steps to make itself aware, and make its subcontractors aware and obtain current information regarding all regular events which may have an impact upon the operation of the Services, e.g. road closures during state occasions around the Premises in the portfolio.
- 9.5 The Authority shall not reimburse the Service Provider or any subcontractors for any parking fines.

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**SECTION 10 – MOBILISATION**

- 10.1 During Mobilisation, the Service Provider shall complete, to a standard acceptable to the Contract Manager, activities which shall include but not necessarily be limited to the following:
  - 10.1.1 Within one month of the start of Mobilisation, the Service Provider shall agree a handover plan with the incumbent service provider and the Contract Manager
  - 10.1.2 Within two weeks of the start of Mobilisation, the Service Provider shall produce a detailed implementation plan identifying the key dates and activities to be carried out within Mobilisation and attend an implementation meeting(s) with the Contract Manager.
  - 10.1.3 The Service Provider shall implement the agreed Mobilisation programme which shall include as a minimum the items specified in Schedule 9:
- 10.2 TUPE
  - 10.2.1 The Service Provider shall finalise any TUPE arrangements if applicable during Mobilisation and shall recruit additional staff to service the Contract as necessary where TUPE does not apply.
  - 10.2.2 The Service Provider is bound by this Contract to ensure that when it is subsequently re-Tendered they provide in a timely manner all appropriate information as shall be required under TUPE or subsequent legislation to interested Tenderers.

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**CHAPTER 2 – PREMISES MANAGEMENT**

**SECTION 1 – PREMISES MANAGEMENT**

- 1.1 The contract management team shall be fully responsible for the management of the Premises as set out within Appendix 2 of this Schedule or as varied in accordance with a Contract Variation.
- 1.2 This shall include the appointment of dedicated premises managers as necessary to provide a customer focussed service and to act as the first point of management contact for the occupants of the Premises as well as co-ordinating and monitoring delivery and performance of premises support services, ensuring they are as required by the Specification and integrated with business and occupant needs.
- 1.3 The premises managers shall have appropriate levels of authority and accountability to deal with the management of the buildings for which they have responsibility. Such management shall include:

**General**

- 1.3.1 Direct, control and co-ordinate the efficient day to day operation and management of the buildings to ensure that they fully meet the business needs of the occupants, particularly recognising where applicable, the presence of managing directors, directors and senior managers, with their specialist business requirements.
- 1.3.2 Develop and maintain a good rapport and working relationship with the senior staff and their support teams within the buildings, ensuring they are fully aware of any relevant issues, maintaining close liaison in relation to any events that are likely to impact the operation of the buildings.
- 1.3.3 Manage, on a day to day basis, premises related facilities' service contracts and activities within the buildings, ensuring such contracts and activities are undertaken in accordance with Contract specifications and terms and conditions, that contractors comply with QUENSH and other LUL standards, processes and procedures.
- 1.3.4 Ensure regular building inspections are undertaken to identify ad-hoc, routine maintenance repairs and minor works, to maintain a healthy, safe and comfortable working environment and to ensure Asset condition is maintained and optimised.
- 1.3.5 Maintain building related records, in accordance with the requirements of the Contract and relevant standards, processes and procedures. Records shall be capable of meeting all internal and external audit requirements.
- 1.3.6 Be a member of the buildings' emergency teams and where appropriate, the business continuity team, either acting as the emergency co-ordinator at the scene leading the buildings' emergency teams and controlling the management of emergency situations in the buildings for which responsible, or assisting as necessary. This may require emergency attendance out of Core Hours.



## **SCHEDULE 3 – LUL SPECIFICATION**

### **VOLUME 1 CHAPTER 2 – PREMISES MANAGEMENT**

#### **Health & Safety**

- 1.3.7 Ensure all health and safety and statutory requirements, QUENSH requirements, facilities procedures, including fire alarm testing, are implemented and complied with, including maintenance of all associated records and liaison with relevant statutory authorities.
- 1.3.8 Provide a pro-active role by convening and chairing local house committee meetings and health and safety meetings, both internal and external, giving advice, holding evacuation de-briefings etc.
- 1.3.9 Undertake audits of contractors to verify safe working practices, QUENSH requirements adhered to and legislative requirements are met, thereby minimising potential injury and business disruption.

#### **Customer Service**

- 1.3.10 Maintain a single point of contact between building occupants, contractors and project managers, to ensure all maintenance and project works are co-ordinated with business needs, to ensure minimal unplanned interruptions to occupants' normal working and the operation of the building.
  - 1.3.11 Devise, implement and monitor suitable management systems which prioritise and respond to day to day queries and requests to maximise the integration of local needs and services and minimise business disruption.
  - 1.3.12 Seek, monitor and respond to customer feedback on performance.
  - 1.3.13 Ensure customer focused service delivery, including ensuring customers are consulted and advised of changes to the way service is delivered, buildings operate and of any other changes which may affect occupants. Particularly ensure that any business critical functions are specifically liaised with over planned business disruptions and where necessary relevant bespoke procedures are in place to manage such occurrences.
  - 1.3.14 Ensure the maintenance, development and updating of any customer based databases, address groups etc. that support and promote quick, effective customer communication on all facilities related service activities that are likely to affect the buildings, their operation or occupants.
  - 1.3.15 Be fully aware of any 3<sup>rd</sup> Party occupants of buildings and the lease or other contractual arrangements under which they are in occupation. Ensure that any contractual obligations on either party are fulfilled and that where appropriate, e.g. in relation to emergency procedures, such occupants are included in the general arrangements for managing the building.
- 1.4 The Service Provider shall attain and maintain a detailed knowledge of the function, configuration and content of the Premises at all times, along with all fittings and Equipment installed therein.
  - 1.5 The Service Provider shall provide an emergency response procedure and arrangements in respect of the Services for each Premises in the portfolio. The emergency response must provide cover for 365 days a year on a 24 hour basis with the provision of appropriately qualified personnel, familiar with the Premises and procedures, safe working practices and technological complexities.

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**VOLUME 1 CHAPTER 2 – PREMISES MANAGEMENT**

- 1.6 Each Premises has associated with it an emergency preparedness plan (EPP). An individual EPP in conjunction with the overall facilities location emergency preparedness plan (FLEPP) provides occupants of a Premises with information on what to do in the event of an emergency. The FLEPP operates under the umbrella LUL Emergency Arrangements document. See Appendix 6 – Emergency Plans. The Service Provider shall review and update the FLEPP and individual Premises EPPs on a regular basis. The Service Provider shall create an EPP for each new Premises that is added to the portfolio. The Service Provider shall carry out an initial review of the FLEPP and individual Premises EPPs during Mobilisation.
- 1.7 The Maintenance Control Centre (MCC) is based in Templar House (covered by the TfL contract) and the disaster recovery site is based in Hearne House (covered by this contract). When the MCC moves to the disaster recovery site, the facilities management requirements change at each location. The requirement is specified in the LUL Control-Centre-Business-Resumption-Plan (MCC BRP) – see Appendix 6 – Emergency Plans. The MCC BRP is tested twice per year but only once per year with a physical test. When the MCC BRP is activated, the Service Provider shall agree the cost of the additional services with the Contract Manager.
- 1.8 The Service Provider shall ensure that a competent person within the contract management team will represent the Authority in emergency situations during and outside CoreHours to provide direction and co-ordination of the Services on site and occupants. The Service Provider shall advise the Contract Manager of any emergency or breakdown situations as soon as they arise.
- 1.8 **Incident Management**
  - 1.8.1 The Service Provider shall be responsible for ensuring that all incidents affecting the Authority's buildings are recorded in the event log books for each building.
  - 1.8.2 If an incident occurs, a report shall be compiled and forwarded by email to the Authority's buildings management team.
  - 1.8.3 The Service Provider shall carry out regular internal audits to ensure that these records are comprehensive and being kept up to date.
  - 1.8.4 The Service Provider shall cooperate with regular audits and make the log books available for inspection by the Authority.
  - 1.8.5 The Service Provider shall assist the Authority in managing any incident affecting its buildings.
  - 1.8.6 Examples of incidents include, but are not restricted to, any of the following:
    - a) emergency evacuations;
    - b) serious first aid incidents;
    - c) fire;
    - d) security intrusions;
    - e) loss of power; and
    - f) floods.

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**VOLUME 1 CHAPTER 2 – PREMISES MANAGEMENT**

- 1.9 The Service Provider shall ensure safe systems of working are employed within the Premises to protect adequately occupants and visitors, in accordance with this schedule. Health and safety files shall be set up and maintained for each of the Premises. See Volume 6 Section 1.14.
- 1.10 The Service Provider shall facilitate the completion of statutory and Authority test and inspection requirements for each of the Premises.
- 1.11 During Mobilisation, the Service Provider shall carry out a thorough analysis of all occupational leases under which the leasehold premises are held and evaluate all impacts/constraints on Service provision. This includes maintenance and similar obligations on the Authority within the leases. The Service Provider shall ensure that, where required, approvals for works etc. are obtained through the Authority, from the landlord or other appropriate bodies.
- 1.12 The Service Provider is to complete a quarterly validation drawing check of floor plans, furniture layouts and occupancy information for each of the Premises.
- 1.13 The Service Provider shall maintain regularly for each Premises summary information for publication on the Authority's Intranet.

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**CHAPTER 1 – GENERAL REQUIREMENTS FOR MAINTENANCE**

**SECTION 1 – GENERAL**

- 1.1 Maintenance shall be a combination of Planned Preventative Maintenance (PPM) and Reactive (breakdown only) Maintenance / repair / replacement.
- 1.2 Planned Preventative Maintenance and Reactive Maintenance of all Equipment, systems and fabric shall be carried out in accordance with the service level requirements detailed in Appendix 1.
- 1.3 During Mobilisation, the Service Provider shall produce a suitable programme of Planned Preventative Maintenance for each of the areas covered in chapters 2 to 6 of this volume for the approval of the Contract Manager. Preparation and maintenance of Services documentation, which shall be drawn from the CAFM system, shall include a 52 week programme of planned maintenance tasks, together with task sheets detailing the methods to be used. The programme shall indicate for each week the number and nature of the planned activities. The documentation shall be made available to the Contract Manager. This shall contain sufficient information for independent analysis and audit. By the end of the first 12 months of the Contract, this programme shall have been extended to cover a period of 5 years (60 months). The programme shall ensure that even the most irregularly performed maintenance tasks are identified. At this point, the programme shall be considered as a 'rolling programme' i.e. it should always extend for a period of 5 years into the future.
- 1.4 The Service Provider shall carry out the planned activities in accordance with the programme unless having reached prior agreement with the Contract Manager.
- 1.5 The Services shall be performed both inside and outside of the Core Hours. The Services shall not be undertaken within Core Hours where doing so would adversely impact the operation of the building or its occupants' activities, particularly in relation to safety. The Service Provider shall accommodate requests to change the scheduling of particular aspects of the Services to accommodate specific operational requirements.
- 1.6 During the first 3 months following the Service Commencement Date, the Service Provider shall identify any Assets that are not fit for purpose and agree with the Contract Manager any revised performance parameters that may in the Contract Manager's reasonable opinion be appropriate.
- 1.7 If for any reason delays occur to the programme of planned activities or the sequence of the operations is materially altered, the Service Provider shall prepare a revised programme within the time-scale instructed by the Contract Manager and submit it to him for approval.
- 1.8 Acceptance by the Contract Manager of a revised programme of planned activities shall not relieve the Service Provider of its obligations and liabilities under the Contract.
- 1.9 Testing and maintenance records for the equipment shall be fully documented and the documentation stored within the building manuals for each of the Premises where appropriate. This documentation shall remain the property of the Authority at all times and shall not be removed from the

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building manual to which it relates. A copy of the documentation shall be kept in the Technical Library and will be available to the Authority at all times. Results of inspections and testing are to be reported to the Contract Manager, and detailed within the contract review report.

- 1.10 The Reactive Maintenance service shall be actioned through the Help Desk and will be available 24 hours a day 365 days a year. The Help Desk shall also issue timely instructions to Service Provider's staff to perform Planned Preventative Maintenance tasks.
- 1.11 The Service Provider shall ensure that for all Reactive Maintenance attendance, particularly out of Core Hours, competent Service Provider's operatives attend site to undertake the repairs or make safe.
- 1.12 In the event of any unscheduled repairs resulting from reported faults and subsequent re-instatement taking longer than 24 hours to complete, the Contract Manager shall be informed immediately as to the extent of the works involved and the anticipated completion date.
- 1.13 For every fault relating to the premises, the Service Provider shall include for all materials and spares up to a value of £1,500 and for all labour, call-out and management charges up to £1,500 (Maintenance Threshold Values). If the Repair requires a part that exceeds £1,500 or a labour charge that exceeds £1,500, the Service Provider shall obtain the agreement of the Contract Manager. The Service provider shall be responsible for the first £1,500 of the cost of parts and the first £1,500 of the cost of labour. These limits shall be mutually exclusive (i.e. there shall be no cross subsidy).
- 1.14 Faults and / or sub-standard conditions which, in the reasonable opinion of the Contract Manager, are likely to have arisen from sub-standard, incomplete or inappropriate maintenance by the Service Provider shall be deemed to be the responsibility of the Service Provider.
- 1.15 In all circumstances affecting the operation of the Authority's business, i.e. failure to comply with the performance regime, the Service Provider shall employ continuous shift working of Service Provider's personnel to repair/re-instate any item to normal condition.
- 1.16 The Service Provider must report in writing to the Contract Manager, any Equipment which is obsolete and cannot be replaced or economically repaired.
- 1.17 The Service Provider shall ensure that the Equipment and building fabric is maintained in a safe, economic and reliable condition and that all maintenance activities are conducted in accordance with industry best practice.
- 1.18 The Service Provider shall ensure that the operation of the Equipment is to the full design and performance parameters as originally installed including any enhancements/additions.
- 1.19 Routine testing of Equipment and systems not subject to statutory compliance including the testing after routine maintenance or call-out is to be carried out by the Service Provider prior to re-instatement of any Equipment back into service. Testing shall also ensure that the specific performance regime is achieved. Where the Equipment or systems are subject to Statutory Compliance, then the Service Provider shall also carry out any inspections

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and / or tests required and will issue the necessary certification so that those items involved can be placed back into service whilst fully complying with all relevant current legislation etc.

- 1.20 Any damage caused to the Equipment provided by the Authority to the Service Provider to be used in the performance of the Services by any misuse or default of the Service Provider's staff shall be immediately reported to the Authority so that it can be rectified by the Service Provider at its expense.
- 1.21 Faults attributed to misuse, vandalism or criminal damage unless perpetrated by the Service Provider, the Service Provider's sub-contractors or the Service Provider's personnel shall be reimbursable and not included within clause 1.13 schedule 3 volume 2 Chapter 1 of the specification. Such faults shall be rectified by the Service Provider in accordance with the requirements of schedule 3 appendix 1 but shall not be subject to performance measurement as set out in section 4 schedule 3 volume 1 chapter 1 of the specification. The service provider shall inform the Contract Manager immediately of any such faults such that appropriate action can be taken.'
- 1.22 The Service Provider shall provide a dedicated CAD service as part of the Contract overheads to update drawings, schematics and floor plans following enhanced maintenance projects.
- 1.23 By the end of Mobilisation, the Service Provider shall ensure that all the equipment needed to service the Contract is in place.
- 1.24 The Service Provider shall ensure the following:
- a) all areas immediately surrounding the Equipment and Plant Room areas dedicated solely for the Equipment are kept clean, tidy and in a suitable condition, including all safety relevant control measures in accordance with industry best practice;
  - b) Plant Room Inspections are undertaken in accordance with the maintenance regime;
  - c) gangways and passages are kept free of obstruction;
  - d) floors are kept clear of water and any other spilled liquids and all tools and Equipment;
  - e) exits and entrances, stairways and ramps are to be kept clear;
  - f) inflammable waste is not to be allowed to accumulate as a fire hazard;
  - g) materials and equipment are stored safely and securely;
  - h) work in progress signs and danger signs, i.e. slippery surface signs, are always displayed when work is carried out in non-office areas.
  - i) step ladders shall not be left in any common access way without adequate warning, screening, barriers etc;
  - j) office furniture and fittings are not used to access any area of maintenance work or used as a step up or other route to access work; and
  - k) except in emergencies, the Service Provider shall give 48 hours notice of special access arrangements.

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**SECTION 2 – USE OF CAFM SYSTEM**

2.1 For each maintenance visit to each Asset the following information shall be recorded:

- a) the general condition of the Asset shall be recorded in accordance with the following table:

Condition Code	Description of Condition
1	Standard consistent with good operation
2	Noticeable Wear, no remedial action required
3	Significant wear, potential failure, action required
4	Immediate failure / hazard / health & safety issue

- b) for any resulting call logged on the CAFM system for health & safety related items the “H&S Call” tick box on the call logging screen shall be checked;
- c) any Asset with a condition code of 3 or 4 and all minor corrective actions shall be recorded and followed up with a report in the asset history on the CAFM system;
- d) if an Asset cannot be identified in the CAFM system, the Service Provider shall contact the system administrator and arrange for the creation of a suitable asset in the system;
- e) any remedial actions shall be raised as reactive tasks in the CAFM call logging system and the chain of events to fully correct the fault shall be fully recorded in the CAFM system asset history;
- f) the test results of all re-commissioning shall be recorded against asset history in the CAFM system; and
- g) all Assets newly installed, checked or replaced by the Service Provider shall be clearly marked with the installation/test date using a suitable self adhesive label as approved by the Authority and the Service Provider shall contact the system administrator and arrange for the CAFM system to be updated accordingly



**SCHEDULE 3 – LUL SPECIFICATION  
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**SECTION 3 – ASSET MANAGEMENT**

- 3.1 The Service Provider shall carry out proactive asset management to optimise and extend the economic life expectancy of the Premises and Equipment.
- 3.2 Particular care shall be taken of the management of Premises fabric since when assessing fabric condition, not all elements of fabric may be present in the Asset Register.
- 3.3 The Service Provider shall comply with the CAFM systems requirements for asset change.
- 3.4 Full details of any asset change made shall be submitted to the Contract Manager along with suitable commissioning information.
- 3.5 All drawings relating to the above shall be maintained with the associated asset record in the CAFM system with a record of revisions in the asset history.

**3.6 Asset Verification and Condition Report**

3.6.1 Asset verification and condition reports are the reports prepared by the Service Provider, initially within a programme agreed with the Contract Manager starting during Mobilisation, and thereafter every 2 years on the anniversary of the Contract to verify the accuracy of the Asset Registers and condition of the Equipment and fabric and to update the Asset Registers accordingly.

3.6.2 The asset verification and condition report shall include the following categorisations of Assets under the following headings:

- a) mechanical & electrical;
- b) premises fabric;
- c) lifts;
- d) fire alarm systems;
- e) security systems; and
- f) fall arrest systems.

A copy of the Asset Registers is found at Appendix 4

3.6.3 The Service Provider shall include in this report the following information in relation to the Asset Registers:

- a) details (including location) of any Assets that have been 'found' that did not appear on the existing Asset Registers (together with confirmation that they have now been included);
- b) missing Assets (under these circumstances the Service Provider shall seek the approval and confirmation from the Contract Manager before they are either removed from the Asset Register, or flagged up as missing / removed, or whatever individual circumstances dictate); and
- c) details of any incorrect listings.

3.6.4 The Service Provider shall include in this report the following information regarding the condition of the Assets;

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- a) a comprehensive list of all Assets (giving location and asset numbers etc) that do not meet health & safety and / or the required operating effectiveness, including the reason(s) if this is the case;
- b) a detailed breakdown of the costs to bring these Assets up to standard (or the cost to replace, or alternative course of action, if this is more cost effective);
- c) a summary of any risks faced in the interim period before rectification can be achieved; and
- d) a prioritised rectification programme / schedule of works that takes into consideration these risks, especially regarding any Assets and / or Services that are subject to health & safety legislation and Statutory Compliance etc.

**3.7 Asset Renewal/Upgrade Report**

- 3.7.1 Asset renewal/upgrade reports are the reports produced by the Service Provider initially within a programme agreed with the Contract Manager starting during Mobilisation, and thereafter annually on the anniversary of the Contract to inform the Authority's annual programme of major renewal and upgrade works to the Authority's Premises and Equipment.
- 3.7.2 The Asset renewal/upgrade report shall include budget costs for all proposed works within a 5-year plan period. The cost accuracy for the first year shall be  $\pm 10\%$  and  $\pm 30\%$  for the remaining 4-years. The Asset Renewal/Upgrade Report shall be in a format to be mutually agreed between the Service Provider and the Contract Manager and updated on an annual basis. These planning exercises may include long term requirements for capital funding and may be for the periods outside the Contract period. In all cases the Service Provider shall provide relevant information including substantiated justifications as required by the Contract Manager at no additional cost to the Authority.
- 3.7.3 The Service Provider shall provide risk scoring information using the Authority's format for all proposed works within the Asset renewal/upgrade report.
- 3.7.4 The Asset renewal/upgrade report shall include an implementation plan on an annual basis for all proposed works.
- 3.7.5 Any works highlighted on the plans including Service Provider proposals shall not form part of the Contract unless instructed by the Contract Manager in accordance with a Contract Variation.

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**SECTION 4– MATERIALS AND STOCK**

- 4.1 The Service Provider shall be responsible for ensuring that sufficient stock is held and sustained of materials, spare parts, components, replacement equipment, consumable materials, tools, specialist equipment and temporary plant necessary to ensure the Equipment is maintained to meet the technical requirements of the Specification. This shall particularly take into consideration long delivery lead times.
- 4.2 To confirm that initial estimates are correct, the Service Provider shall, during Mobilisation, carry out a survey of Equipment and Premises and shall recommend and agree with the Contract Manager the optimum stock levels required.
- 4.3 The stock levels maintained by the Service Provider shall be of a sufficient level to satisfy the requirements of the Specification and all service levels.
- 4.4 Any materials and Equipment selected, bought and held in stock shall be fully detailed on an inventory created during Mobilisation describing not only its technical information but also the location of storage. A copy of the inventory shall be kept in the Technical Library.
- 4.5 The inventory shall be updated on a regular basis and made available to the Contract Manager at any time.
- 4.6 The Service Provider shall carry out a comprehensive stock taking exercise (including fuel levels) twice yearly.
- 4.7 The Service Provider shall issue the Contract Manager with detailed records and the results of the stock taking exercise to demonstrate that the agreed stock levels are being held.
- 4.8 All stock items become and remain the property of the Authority. Such items must be clearly labelled as “Stock, property of LUL” at all times. All items detailed on the inventory listing shall remain with the Authority at the end of the Contract.
- 4.9 The Service Provider shall be responsible for the correct storage, maintenance and other costs of holding stock items. The Service Provider shall be responsible for the security and insurance against loss of the stock items until they are installed.
- 4.10 All materials, components and Equipment shall meet or exceed the relevant National/European/International Standards (BSI, EN, ISO etc.) and be supplied and installed in accordance with the requirements of the appropriate standards and the manufacturers’ installation instructions and guidelines.
- 4.11 Materials, components and Equipment supplied or installed by the Service Provider which in the reasonable opinion of the Contract Manager does not meet the requirements of the Contract shall be removed and replaced with acceptable materials, components and equipment by the Service Provider at no extra cost to the Authority. If the Service Provider is unable or unwilling to replace any unsuitable materials, components and equipment, then the Authority may arrange their replacement at the Service Provider’s cost in accordance with the Contract.

**SCHEDULE 3 – LUL SPECIFICATION**  
**VOLUME 2 CHAPTER 1 – GENERAL REQUIREMENTS FOR MAINTENANCE**

**SECTION 5 – MAINTENANCE GUIDELINES AND MAINTENANCE REGIME**

- 5.1 Each maintenance chapter apart from Fabric Maintenance identifies PPM maintenance guidelines which refer to guidelines in Appendix 5.
- 5.2 The following clauses form common text for each maintenance regime identified in subsequent chapters of this volume. The Service Provider shall develop more detailed maintenance regimes during Mobilisation.
- 5.2.1 In all cases the maintenance regime shall accommodate any additional maintenance activity which is recommended by industry best practice specifications, by the manufacturers' maintenance guidance, by current legislation and by British /European standards.
- 5.2.2 The Service Provider shall propose suitable amendments to the detailed maintenance regime to give enhanced or optimum fuel efficiency, energy management, life span, value for money and Asset availability.
- 5.2.3 Any proposed deviation from the detailed maintenance regime shall be documented clearly and submitted to the Contract Manager for approval. Any proposed changes shall take into account those amendments proposed as a consequence of Clause 5.2.2 above. No changes shall be implemented by the Service Provider until written confirmation is received from the Contract Manager. At this point, any changes should be fully documented and signed off by the Contract Manager.
- 5.2.4 The Service Provider shall make the Contract Manager aware of relevant industry best practice and any alterations or updates to the relevant British and European standards.

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 2 CHAPTER 1 – GENERAL REQUIREMENTS FOR MAINTENANCE**

**SECTION 6 – STATUTORY & AUTHORITY INSPECTIONS**

- 6.1 This section applies to all the maintenance chapters apart from Fabric Maintenance. In some instances there are additional requirements and these are documented in the chapter concerned.
- 6.2 To ensure the continued integrity and safety of all Equipment including certification when required, the Service Provider shall undertake all necessary statutory tests and certification of said Equipment.
- 6.3 The Service Provider shall be responsible for the testing and documentation of all electrical Equipment from the 1st main point of incoming electrical supply to the Equipment, i.e. main electrical isolators or fused connection units.
- 6.4 Testing and maintenance records for all of the requirements of this chapter are to be fully documented and the documentation stored within the building manuals for each of the Premises. This documentation will remain the property of the Authority at all times and shall be retained on-site where appropriate. A copy of the documentation shall be kept in the Technical Library and will be available to the Contract Manager at all times. Results of inspections and testing are to be reported to the Contract Manager, and detailed within the periodic contract review report.
- 6.5 The Service Provider shall co-operate with Authority appointed inspectors / auditors and provide the necessary attendance when required, review AssetRegisters, assetcondition reports, and results of inspections and report findings to the Contract Manager.
- 6.6 From time to time the Contract Manager shall require attendance by the Service Provider's Key Personnel to support site inspections and general induction for other third party service providers, outside of the scope of the Contract. For example, this may involve general discussions and building tours in an advisory role. The Service Provider shall co-operate fully with such parties including assisting information exchange.
- 6.7 From time to time the Service Provider may be required to arrange for isolations of services, and subsequent re-instatement of all affected Equipment or apparatus, in order for the Authority to undertake project works or inspections outside of the Contract. The Service Provider shall arrange such isolations at the reasonable request of the Contract Manager. Costs associated with this activity are included within the Charges.

**SCHEDULE 3 – LUL SPECIFICATION**  
**VOLUME 2 CHAPTER 1 – GENERAL REQUIREMENTS FOR MAINTENANCE**

**SECTION 7– LEGISLATION, REGULATIONS AND STANDARDS**

- 7.1 The Service Provider shall ensure that all works, operations and actions carried out pursuant to the Contract and all equipment and plant, machinery, apparatus and substances used shall comply with current and relevant statutory instruments, legislation and regulations. In particular, the following legislation applies, but is not limited to:
- a) Health, Safety at Work Act 1974;
  - b) Electricity at Work Regulations 1989;
  - c) The current edition of IEE Wiring Regulations (BS7671);
  - d) European Directive 89/336/EEC Electromagnetic Compatibility;
  - e) Control of Substances Hazardous to Health Regulations 1999;
  - f) Noise at Work Regulations 1989;
  - g) Environmental Protection Act 1990;
  - h) Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995;
  - i) The Workplace (Health, Safety & Welfare) Regulations 1992;
  - k) Management of the Health and Safety at Work Regulations 1992;
  - l) Personal Protective Equipment Regulations 1992;
  - m) Manual Handling at Work Regulations 1992;
  - o) Provision and Use of Work Equipment Regulations 1998;
  - p) The Supply of Machinery (Safety) Regulations 1992 and (Amendments) 1994;
  - q) Current British Standards and Codes of Practice;
  - r) Current HSE Guidance Notes and approved codes of practice (ACOPs); and
  - q) the Authority's facilities standards.

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 2 CHAPTER 2 – MECHANICAL & ELECTRICAL MAINTENANCE  
CHAPTER 2 – MECHANICAL & ELECTRICAL MAINTENANCE**

**Instructions to Tenderers**

The Tenderer shall provide a method statement as how it would provide mechanical and electrical maintenance services

**SECTION 1 – SCOPE AND EXTENT OF MAINTENANCE SERVICES**

1.1 The Service Provider shall carry out Planned Preventative Maintenance and Reactive Maintenance on all mechanical and electrical Equipment and systems identified in Appendix 4, Asset Registers. The Site Services Matrix in Appendix 2 identifies the maintenance services required for each Premises. The maintenance services include but are not limited to the services required for the items described in the following clauses.

1.2 Plumbing

Plumbing systems such as waste, foul water, surface water, rainwater, grease traps, interceptors and any other drainage systems within the Premises including but not limited to the following:

- a) sanitary fittings, including waterless urinals, ablutionary fittings and associated traps;
- b) stacks and waste pipe-work;
- c) interceptors;
- d) flow regulating devices and float valves;

1.3 Hot and Cold Water Systems

The domestic hot, cold and drinking water systems from the incoming mains and metering point to final points of delivery including storage vessels. Maintenance shall include any necessary water treatment and microbiological procedures in relation to water safety. The Hot and Cold Water Systems will include but not limited to the following:

- a) means of heating;
- b) summer boilers;
- c) instantaneous hot water heaters electric or otherwise;
- d) drinking water machines both plumbed in and bottled;
- e) showers, mixers, boosters, electric or otherwise;
- f) calorifiers, buffer vessels and heat exchangers;
- g) pumps (circulation, pressurisation and all associated Equipment);
- h) pipe-work, taps and associated valves, insulation and ancillaries;
- i) tanks or cisterns and associated float valves, level devices, controls, insulation and cladding;
- j) water sub-meters; and
- k) solar thermal collectors and associated valves, pipework, insulation, storage vessels, pressurisation units, and controls.

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1.4 Heating Systems

Heating Systems (primary and secondary) including but not limited to the following which comprise the hot water and heating services for the Premises:

- a) boilers and heating systems (gas, bottled gas & fuel oil);
- b) heating coil batteries;
- c) pressurisation units, calorifiers, buffer vessels and heat exchangers;
- d) pumps;
- e) pipe-work and associated valves, insulation and ancillaries;
- f) tanks (feed and expansion);
- g) fuel oil tanks, including associated pipe-work, valves, ventilators, insulation and ancillaries
- h) flues and extract systems;
- i) perimeter heating, and other components and systems;
- j) heat emitters; and
- k) heat sub-meters.

1.5 Cooling Systems

1.5.1 Cooling systems including but not limited to the following which comprise the environmental plant within the Premises:

- a) chillers and cooling systems (see sections 1.5.2 & 1.5.3 below on R22 refrigerants);
- b) cooling coil batteries;
- c) heat exchangers, ice storage and buffer vessels;
- d) chilled beams and chilled ceilings;
- e) split air conditioning units;
- f) pumps;
- g) pipe-work and associated valves, insulation and ancillaries;
- h) cooling towers, including chemical dosing sets;
- i) air cooled condensers;
- j) fan coil units;
- k) RCHP (Reverse Cycle Heat Pump) units;
- l) condense trays and associated pipework;
- m) humidifiers and spray coils; and
- n) cooling sub-meters.

1.5.2 The Service Provider shall carry out 5-yearly Air Conditioning (CIBSE TM44) inspections of all systems over 12.5kw cooling capacity, with all systems undergoing their first inspection during Mobilisation.



**SCHEDULE 3 – LUL SPECIFICATION**  
**VOLUME 2 CHAPTER 2 – MECHANICAL & ELECTRICAL MAINTENANCE**

1.5.3 The results of these inspections may instigate enhanced maintenance projects to decommission AC Equipment that cannot be converted from R22. (See Volume 7 relating to enhanced maintenance projects)

1.6 Ventilation Systems

Ventilation Systems including but not limited to the following, which comprise the environmental plant within the Premises:

- a) air handling units;
- b) supply and extract systems;
- c) ductwork, heat exchangers, volume and fire dampers;
- d) grilles and louvres;
- e) fan coil units and other terminal box units; and
- f) filter mediums.

1.7 Electrical

1.7.1 The electrical distribution system from the incoming mains to final termination including without limitation the following:

- a) lighting, including building exterior lighting and any street lighting within the demise of the Premises (see 1.7.1 and 1.7.2 below);
- b) fixed appliances;
- c) switch panels;
- d) control panels;
- e) circuit distribution panels;
- f) uninterruptible power supplies;
- g) generators, including oil replacement;
- h) small power installations;
- i) lightning protection systems;
- k) earthing;
- l) equipotential bonding;
- m) all wireways and risers;
- n) electrical sub-meters & data-loggers, isolators, switches and fuses; and
- o) Building Management Systems and controls (all systems)

1.7.2 Maintenance of lighting is deemed to include cleaning of luminaries; with regular lamp replacement meeting the exact O&M defined lamp specification.

1.7.3 The Service Provider shall carry out during Mobilisation an initial audit of lux levels being achieved by lighting installations and plan any follow up Reactive Maintenance of systems where necessary to meet minimum Authority lighting standards. Thereafter, the Service Provider shall carry out annual audits.

**SCHEDULE 3 – LUL SPECIFICATION**  
**VOLUME 2 CHAPTER 2 – MECHANICAL & ELECTRICAL MAINTENANCE**

1.8 Gas Systems

The gas distribution system from the incoming mains and or bottled gas installations and metering points (including gas sub-meters) through to the final termination, including all fixed appliances. Within kitchen areas, the Service Provider will be responsible only up until the final means of isolation.

1.9 Piped Fire Fighting Systems

The various systems of piped fire fighting will include but shall not be limited to the following:

- a) fire hose reels including associated pipe-work, valves tanks, buffer vessels, pumps, controls and ancillary Equipment;
- b) dry risers; and
- c) sprinklers including associated pipe-work, valves, tanks, buffer vessels, pumps, controls and ancillary apparatus.

1.10 Mechanised Car Park Barriers

The car park barriers shall consist of the following systems and Equipment and include but not be limited to the following:

- a) barrier arms and associated linkages;
- b) barrier casing and associated mounting including builders works;
- c) induction loops and associated wiring and builders works;
- d) motor and associated power and wiring;
- e) controls and associated interfaces; and
- f) remote operation devices including raising and lowering of barrier arm.

1.11 Roller Shutters

The roller shutters (manual or powered operation) or folding leaf doors shall consist of the following systems and Equipment and include but not be limited to the following:

- a) ropes, chains, gears, pulleys, arms and associated linkages;
- b) casing and associated mounting supports and channels including builders works;
- c) locks, restraints and associated safety devices;
- d) motors and associated power and wiring;
- e) controls and associated interfaces; and
- f) remote operation devices including raising and lowering of roller shutters.

1.12 Eye Bolts and anchorage devices

1.13 All other Assets identified in the AssetRegisters (Appendix 4).

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 2 CHAPTER 2 – MECHANICAL & ELECTRICAL MAINTENANCE**

**SECTION 2 – GENERAL MAINTENANCE SERVICES**

- 2.1 The Service Provider shall provide the Services described in the following clauses with respect to the items detailed in Section 1 above.
- 2.2 The Service Provider will record and manage all plant isolation events for maintenance purposes in the relevant log books for each building in the format provided by the Authority. Plant isolations shall not adversely affect the Authority's operational or health and safety requirements. The Service Provider shall identify those tasks that have to be undertaken outside Core Hours. This will be of particular relevance to fire systems, security systems, emergency lighting, uninterruptible power supplies and any water services. Any exceptional events such as failure to reinstate a fire alarm or security service within the agreed timescale shall be escalated to the Contract Manager for action.
- 2.3 The Service Provider shall ensure that all Plant Rooms, equipment cupboards, riser cupboards, ducts and voids are kept clean, tidy and in a condition acceptable to the Contract Manager and the Authority. The Service Provider shall include within the Charges for all painting, sealing and identification of Plant Rooms every 2 years or as instructed by the Contract Manager. All such areas are to be kept secure.
- 2.4 The Service Provider will ensure that all building management systems (BMS) and controls are maintained in accordance with the manufacturer's guidelines and requirements.
- 2.5 The Service Provider shall provide a BMS service to manage and maintain the Authority's networked BMS systems. This shall include monitoring and responding to alarms, audit site set-ups and update of settings where required, ensure historical logging is maintained and keep BMS O&M description of operations documents up to date and linked to relevant BMS pages.
- 2.6 All utility contracts (gas, electricity and water) and agreements will continue to be placed directly by the Authority. The Service Provider shall be responsible for maintaining all utility (i.e. electricity, gas, water, and heat/cooling) supply meters, sub-meters, and the automatic utility monitoring network (i.e. data-loggers, customer access terminal boxes, gas relay "chatterboxes" and associated data cabling).

## **SCHEDULE 3 – LUL SPECIFICATION**

### **VOLUME 2 CHAPTER 2 – MECHANICAL & ELECTRICAL MAINTENANCE**

#### **SECTION 3 – MAINTENANCE GUIDELINES AND MAINTENANCE REGIME**

- 3.1 The guidelines for maintenance work by the Service Provider shall be those set out in the HVAC Standard Maintenance Specification for Services in Buildings SFG20 where relevant or as may be enhanced by the particular guidelines in Appendix 5, relevant British Standards and European Norms and known manufacturers' recommendations
- 3.2 The Service Provider shall develop its proposals for the PPM maintenance regime in detail for approval by the Contract Manager during Mobilisation.

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 2 CHAPTER 2 – MECHANICAL & ELECTRICAL MAINTENANCE**

**SECTION 4 – OPERATION & MAINTENANCE MANUALS/ HEALTH & SAFETY FILE/  
HANDOVER DOCUMENTATION**

- 4.1 The Authority will where available supply the Service Provider with copies of existing operation & maintenance manuals and CAD/record drawings relevant to the Premises and/ or Premises services and Equipment and / or Premises fabric which are to be the subject of the Services and health & safety files to the extent that the same are reasonably necessary for the provision of the Services.
- 4.2 The existing O&M documents may be incomplete and require updating to meet health & safety obligations, and to ensure that they are suitable for the maintenance of the systems.
- 4.3 The Authority cannot be held responsible for the accuracy of the data contained within the existing O&M documents.
- 4.4 During Mobilisation, the Service Provider shall log all existing O&M documents and verify their accuracy. The Service Provider shall undertake all necessary investigative works, provide a report to the Authority detailing any defects including identification of all missing documentation and submit costed proposals for updating the documentation within 1 year of the Service Commencement Date to enable the Service Provider to carry out the Services.
- 4.5 The Service Provider shall develop and operate a change control system to record changes to the existing O&M Documents. Documentation relating to the change control process shall be kept in the Technical Library.
- 4.6 Once the costed update proposals are agreed, the Service Provider shall update the existing O&M Documents and provide a detailed change control report of all amendments undertaken. A copy of the report shall be kept in the Technical Library.
- 4.7 The Authority may at its discretion undertake audits of the updated records to ensure compliance with statutory/ health & safety requirements and best industry practice. The Service Provider shall provide all necessary assistance and attendance to facilitate this exercise.
- 4.8 The Service Provider shall manage the O&M documentation on behalf of the Authority and, where relevant, shall keep one copy of all the O&M documents in secure storage at the Premises to which they relate and shall keep a copy in the Technical Library.
- 4.9 The Service Provider shall report on changes to the O&M documents at the regular contract monitoring meetings. Associated reports shall be kept in the Technical Library.
- 4.10 To the extent that any existing O&M Document becomes redundant, the Service Provider shall mark the documentation as such and notify the Contract Manager accordingly.

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 2 CHAPTER 3 – FABRIC MAINTENANCE**

**CHAPTER 3 – FABRIC MAINTENANCE**

**SECTION 1 – SCOPE AND EXTENT OF FABRIC MAINTENANCE SERVICES**

1.1 The Service Provider shall carry out Planned Preventative Maintenance and Reactive Maintenance of the fabric at the Premises detailed in Appendix 2 which includes without limitation the following:

- a) fabric and vinyl wall coverings;
- b) painted walls and staircases;
- c) external fabric including cladding;
- d) flooring;
- e) raised flooring;
- f) windows, catches and hinges;
- g) window blinds;
- h) suspended ceilings;
- i) fixed and loose furniture;
- j) internal doors, external doors, emergency doors, fire doors;
- k) door closing mechanisms, door locks, door furniture;
- l) glazing;
- m) partition systems;
- n) sanitary fittings;
- o) shelving and racking systems;
- p) signs, directory boards and safety signage;
- q) roofs and decking;
- r) conducting media – see definition below;
- s) car park barriers (non-mechanised);
- t) car park surfaces;
- u) road ways;
- v) pedestrian walk ways;
- w) gantries;
- x) fire escape stairways;
- y) gates; and
- z) street furniture located within the building demise such as bollards, bins, bicycle racks.

1.2 **Conducting Media** means sewers, drains, gutters, rainwater pipes, watercourses, conduits for utilities (telecommunications, water, gas, electric mains) to the point where the responsibility reverts to the utility company, and other pipes, wires, cables, ducts and any other conducting media of whatsoever nature and the associated trunking, supports, brackets, hangers, posts, troughs, ducts, manholes, gratings and other ancillary apparatus and any part or parts thereof.

**SCHEDULE 3 – LUL SPECIFICATION**  
**VOLUME 2 CHAPTER 3 – FABRIC MAINTENANCE**

**SECTION 2 – LIVING ROOFS AND WALLS**

- 2.1 There may in future be living roofs/walls on some of the Authority's buildings. Whilst it is not part of this Contract to maintain these (they are maintained by a specialist in this field) any problems that are apparent, or any problems that the Service Provider suspects these may cause (either now or in the future) to the building structure, fabric, or other components of the building etc, should be reported immediately to the Contract Manager.

**SECTION 3 – MAINTENANCE REGIME**

- 3.1 The Service Provider shall develop its proposals for the PPM maintenance regime in detail for approval by the Contract Manager during Mobilisation.

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 2 CHAPTER 4 – FIRE SYSTEMS (inc.PFA)**

**CHAPTER 4 – FIRE SYSTEMS (inc.PFA) MAINTENANCE**

**SECTION 1 - SCOPE AND EXTENT OF FIRE SYSTEM MAINTENANCE SERVICES**

1.1 The Service Provider shall carry out Planned Preventative Maintenance and Reactive Maintenance of all fire system Equipment and systems identified in Appendix 4 at the Premises detailed in the Site Services Matrix in Appendix 2 which include without limitation the following:

- a) fire alarm panels;
- b) fire alarm repeaters and mimics;
- c) fire alarm sounders and speakers;
- d) fire suppression systems (excluding sprinkler systems);
- e) automated and remote monitoring systems (including the phone lines that they use);
- f) auxiliary interfaces including but not limited to auxiliary plant isolations;
- g) field and plant interfaces, including relays, connectors and isolating devices;
- h) fire alarm cabling, boxing, connections and protective devices;
- i) field wiring protective devices including surge protection and line drivers;
- j) fire, smoke and heat detectors, including ionisation, rate of heat rise and smoke detection devices;
- k) break glass and other call points;
- l) public address systems including voice interface modules and microphones, cabling, speakers, repeaters and amplifiers;
- m) portable fire appliance devices including but not limited to aqueous film-forming foam (AFFF), carbon dioxide (CO<sub>2</sub>), fire blankets, etc;

**SECTION 2– MAINTENANCE GUIDELINES AND MAINTENANCE REGIME**

2.1 The maintenance guidelines are provided in Appendix 5, along with the requirements of the portable fire appliance procedure. They are minimum requirements for the maintenance regime.

2.2 The Service Provider shall develop its proposals for the PPM maintenance regime in detail for approval by the Contract Manager during Mobilisation.

**SECTION 3–LEGISLATION, REGULATIONS AND STANDARDS**

3.1 The Service Provider shall ensure that all works, operations and actions carried out pursuant to the Contract and all Equipment and plant, machinery, apparatus and substances used shall comply with current and relevant statutory instruments, legislation, regulations and standards – in particular but not limited to:

- a) Management of Health and Safety Regulations and QUENSH;
- b) Reform (Fire Safety) Order 2005; and
- c) BS5839 Part 1: 2002



**SCHEDULE 3 – LUL SPECIFICATION**  
**VOLUME 2 CHAPTER 4 – FIRE SYSTEMS (inc.PFA)**

**SECTION 4 – STATUTORY AND AUTHORITY INSPECTIONS**

- 4.1 Any comments or observations following an inspection organised by the London Fire and Emergency Planning Authority (LFEPA) which recommend further works to be carried out shall be fully investigated by the Service Provider and a report together with a programme and estimated costs where applicable shall be submitted to the Contract Manager for consideration.

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 2 CHAPTER 5 – LIFTS MAINTENANCE**

**CHAPTER 5 – LIFTS MAINTENANCE**

**SECTION 1 – SCOPE AND EXTENT OF LIFT MAINTENANCE SERVICES**

1.1 The Service Provider shall provide Planned Preventative Maintenance and Reactive Maintenance for all items associated with the operation of lifts which include without limitation the following:

- a) lift car and all associated apparatus on and within the lift car, including but not limited to doors & Equipment, lighting/luminaries and lift car top controls;
- b) lift car and landing controls, indicators, voice synthesisers;
- c) lift car hand rails and fixtures;
- d) lift shaft and pit areas including lighting and replacement luminaries;
- e) lift control panels and electrical cabinets;
- f) lift Plant Room lighting, including emergency fittings and replacement luminaries;
- g) lift drive and any associated Plant Room Equipment, including but not limited to gears, governors and rams;
- h) hoisting ropes and chains, including overspeed governor/safety gear operating ropes;
- i) controls, counters and indicators;
- j) floor landing controls and lift entry;
- k) lift shaft and pit area sump pumps, drainage and small power;
- l) testing and certification;
- m) lift Plant Room electrical barrier insulation matting;
- n) disabled lifting platforms and chairs; and
- o) all safety signage associated with the lift Equipment.

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 2 CHAPTER 5 – LIFTS MAINTENANCE**

**SECTION 2 – GENERAL MAINTENANCE SERVICES**

- 2.1 The Service Provider shall provide the services described in the following clauses with respect to the items detailed in Section 1 above and in accordance with the Service Levels at Appendix 1.
- 2.2 The Service Provider or its nominated sub-contractor shall be a full member of the Lift and Escalator Industry Association (LEIA), and shall at all times comply with all their Approved Codes of Practice and Guidelines etc.
- 2.3 The Services to be provided (as defined within the Contract) shall be carried out by a minimum of two suitably qualified, trained and experienced personnel in the relevant trades at all times. The Authority reserves the right that upon request, the Service Provider shall provide details of experience, skills and competence of any or all of the Service Provider's (or sub-contractor's) personnel employed in carrying out lifts maintenance activities.
- 2.4 The provision of a call out service for the release of persons trapped in lifts shall be initiated through the Help Desk and will be available 24 hours a day 365 days a year.
- 2.5 The Service Provider shall provide individual on-site log cards to be kept in the respective lift Plant Rooms. These log cards shall detail the works carried out, the date, and the signature of the engineer concerned for each visit. A copy of the log cards shall be maintained in the Technical Library.
- 2.6 The Service Provider shall make every effort to reinstate an inoperative lift both during and outside of Core Hours when called upon to do so by the Help Desk and/or Contract Manager. It shall be the responsibility of the Service Provider to ensure that any lift subject to a failure outside Core Hours is restored to beneficial use before the opening of the Authority's business within those premises the following normal working day.
- 2.7 The Service Provider shall ensure that all lift Plant Rooms and shafts are kept clean, tidy and in a suitable condition, including all safety relevant signage and electrical barrier insulation matting. All areas are to be kept secure to prevent unauthorised entry wherever possible.
- 2.8 The Service Provider shall include for the cleaning of all Equipment located within the lift Plant Room and lift shaft within the Charges.

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 2 CHAPTER 5 – LIFTS MAINTENANCE**

**SECTION 3 – MAINTENANCE GUIDELINES AND MAINTENANCE REGIME**

- 3.1 The maintenance guidelines are provided in Appendix 5 supplemented by Safety Assessment Federation Guidelines on the Supplementary Testing of In-Service Lifts 2006. These are minimum requirements for the maintenance regime.
- 3.2 The Service Provider shall develop its proposals for the PPM maintenance regime in detail for approval by the Contract Manager during Mobilisation.
- 3.3 The Service Provider shall include for all supplementary testing of the individual lifts at the frequencies indicated within the Safety Assessment Federation Guidelines on the Supplementary Testing of In-Service Lifts 2006 and issue the appropriate reports to the Authority.

**SECTION 4 – STATUTORY AND AUTHORITY INSPECTIONS**

- 4.1 The Service Provider shall include for the attendance and assistance where necessary when thorough examinations are carried out by the insurance inspector in compliance with Lifting Operations and Lifting Equipment Regulations, Regulation No 9.

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 2 CHAPTER 6 – SECURITY SYSTEMS MAINTENANCE**

**CHAPTER 6 – SECURITY SYSTEMS MAINTENANCE**

**SECTION 1 – SCOPE AND EXTENT OF SECURITY SYSTEM MAINTENANCE SERVICES**

- 1.1 The Service Provider shall carry out Planned Preventative Maintenance and Reactive Maintenance of all security system Equipment and systems identified in Appendix 4 at the Premises detailed in the Site Services Matrix in Appendix 2 which include without limitation the following:
- a) CCTV (The systems as a whole include cameras, screens, multiplexers, video or digital recording Equipment);
  - b) security control systems;
  - c) panic alarms;
  - d) lone working alarms;
  - e) intruder alarms;
  - f) electronic door entry systems (e.g. ID Card and access control Equipment and systems), including software and associated hardware and the provision of the cards themselves – this includes any non-networked PCs which are used solely for door access control systems;
  - g) intercom systems(two way radio);
  - h) visitor management systems, including software and associated hardware. Printers are included as associated hardware where the application running the system uses the printer solely for its use, i.e. printing building ID cards – PCs which are networked are excluded as they are maintained separate to this Contract;
  - i) Auxiliary interfaces including but not limited to auxiliary plant isolations;
  - j) break glass units which are integrated into access control systems, identified as green units – all components are included in the provision of the Contract; and
  - k) linkages to monitoring centres;

**SECTION 2– MAINTENANCE GUIDELINES AND MAINTENANCE REGIME**

- 2.1 The maintenance guidelines for security systems are provided in Appendix 5. It is a minimum requirement for the Maintenance Regime for security systems
- 2.2 The Service Provider shall develop its proposals for the PPM maintenance regime in detail for approval by the Contract Manager during Mobilisation.

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 2 CHAPTER 7 – STATUTORY COMPLIANCE**

**CHAPTER 7 – STATUTORY COMPLIANCE**

**SECTION 1 – RELATIONSHIP OF THE AUDITOR WITH SERVICE PROVIDER**

- 1.1 The Service Provider is responsible for all Statutory Compliance inspection and testing of the Premises as detailed in the Site Services Matrix in Appendix 2.
- 1.2 The Authority will have a separate contract with an independent auditor to perform quarterly audits of the work described in Clause 1.1. The auditor will also audit the quality of the Technical Library.
- 1.3 The Service Provider shall maintain and make available to the Contract Manager or any auditor as required, comprehensive records and documents relevant to the management and provision of its Statutory Compliance Services. The Service Provider shall store all information within the Technical Library so that it provides a full picture of the 'state of the health' of all the Services at all times.

**SECTION 2 – PLANT, EQUIPMENT, SERVICES ETC SUBJECT TO STATUTORY COMPLIANCE REGULATION / LEGISLATION COVERED BY THIS CONTRACT**

- 2.1 Examples of the services / areas covered by this Contract will include, but will not be limited to those listed in the clauses below. For details of the plant and Equipment Assets see Appendix 4.
- 2.2 Heating Ventilation Air Conditioning:
  - 2.2.1 Gas Safety
    - a) Gas Safety Certificates;
    - b) Boiler servicing records;
    - c) Flue reports; and
    - d) Logging of remedial actions and reporting on progress to completion.
  - 2.2.2 Water Test Certification and L8 Regime – see Appendix 5 for guidance on the L8 regime.
    - a) L8 Risk Assessments
    - b) Chlorination records
    - c) Legionella test records
    - d) Total Viable Count records;
    - e) Closed Loop Circuit test records;
    - f) Cooling Tower notifications and records; and
    - g) Logging of remedial actions and reporting on progress to completion.

**SCHEDULE 3 – LUL SPECIFICATION**  
**VOLUME 2 CHAPTER 7 – STATUTORY COMPLIANCE**

2.3 Electrical Safety

2.3.1 Portable Appliance Testing (PAT)

- a) Arranging and carrying out annual testing for all buildings in line with the current IET code of practice;
- b) Maintaining test records; and
- c) Logging of remedial actions and reporting on progress to completion.

2.3.2 Electrical Fixed Wiring Tests

- a) 5 yearly and 3 yearly tests as appropriate in accordance with part 6 of the 17th edition of IEE Wiring regulations referring to IEE Guidance note 3 and under the audit regime of the NICEIC;
- b) Maintaining test records; and
- c) Logging of remedial actions and reporting on progress to completion.

2.4 Lighting

2.4.1 Emergency Lighting

- a) Annual comprehensive 3 hour tests for all buildings;
- b) Maintaining test records, in NICEIC approved and auditable format, including keeping records of monthly tests carried out by others; and
- c) Logging of remedial actions and reporting on progress to completion.

2.5 Fire Safety

2.5.1 Fire Protection and Alarm Systems

- a) Fire Alarm Tests (weekly, annual);
- b) Fire Suppression Systems (test and inspection);
- c) Sprinklers (annual inspection and test);
- d) Dry / wet risers (annual inspection and test);
- e) Voice announcement systems (annual inspection and test);
- f) Logging of remedial actions and reporting on progress to completion; and
- g) Signage.

2.5.2 Fire Certificates

2.5.3 Fire Risk Assessments

2.5.4 Fire Wardens

- a) Manage provision; and
- b) Training.

2.6 First Aid

- a) Manage provision and training of first aiders

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 2 CHAPTER 7 – STATUTORY COMPLIANCE**

- b) Manage the provision of first aid equipment (e.g. defibrulators)
- c) Manage the provision and maintenance of first aid boxes
- d) Maintenance of first aid rooms

2.7 Lifts

2.7.1 Inspections and Records

- a) Passenger, goods and fireman's lift inspections (6 months);
- b) Keeping records of lift safety tests; and
- c) Logging of remedial actions and reporting on progress to completion.

2.8 Engineering Plant Inspections

2.8.1 Access Equipment

- a) Cradle & Hoist safety tests (6 monthly);
- b) Other lifting Equipment which lifts persons;
- c) Cranes (if buildings are taken in to the estate with a plant crane in situ);
- d) Eyebolt tests;
- e) Latchway safety tests;
- f) Lifting accessories (Tackle);
- g) Mobile Elevated Work Platforms, records of service and maintenance; and
- h) Logging of remedial actions and reporting on progress to completion.

2.8.2 Pressure Systems

- a) Hot water boilers;
- b) Air pressure plant;
- c) Air conditioning / refrigeration plant > 25 kw
- d) Other Pressure Systems; and
- e) Logging of remedial actions and reporting on progress to completion.

2.9 Asbestos

- a) Monitoring Asbestos surveying and removal works
- b) Asbestos management in accordance with the regulations

2.10 Licenses

- a) radio;
- b) television; and
- c) flues.



**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 2 CHAPTER 7 – STATUTORY COMPLIANCE**

**SECTION 3 – SERVICE DELIVERY**

- 3.1 The Service Provider shall organise, inspect, test, certify and document all the appropriate processes and procedures necessary to ensure ongoing and continual compliance regarding all the plant, Equipment, and Services as described in Section 2 of this Specification in the Premises as detailed in the Site Services Matrix in Appendix 2.
- 3.2 The Service Provider shall undertake and fully document all their Services to the latest codes of practice to ensure that they meet and satisfy all current legislation regarding all the plant, Equipment, and Services as described in Section 2 of this Specification to ensure that the Authority is always complying with the latest relevant current legislation.
- 3.3 The Service Provider will produce all the necessary method statements, and undertake all the necessary risk assessments (together with the relevant documentation) in connection with all the Statutory Compliance Services as described above.
- 3.4 Where a specialist sub-contractor is tasked to undertake the work on specific elements of the Contract because they are specialists in that particular field, then the above statements regarding service delivery, documentation etc will equally apply to them. The ultimate responsibility for the service delivery will reside with the Service Provider at all times throughout the duration of the Contract.
- 3.5 During Mobilisation the Service Provider shall validate and update any diagrammatic / schematic drawings that illustrate any of the plant, Equipment, and Services included under this Contract relating to Statutory Compliance. This will include anything relating to the Authority's water treatment regime and microbiological procedures. After initial acceptance of the drawings by the Authority, all future updates taking into consideration any changes in the services for all Premises shall be included within the Contract at no extra cost to the Authority.
- 3.6 Results of inspections and testing shall be reported to the Contract Manager, and detailed within the period contract review report.
- 3.7 The Service Provider shall manage, arrange and fully co-operate with any inspections that are undertaken by external authorities. This may include, but will not be limited to, the local fire officer. The Service Provider shall provide, under these particular circumstances, suitable testing and documentary evidence for the demonstration and acceptance of testing the following Equipment and systems, to the satisfaction of the inspection authority:
- a) Dry/wet riser;
  - b) Fire hose reel; and
  - c) Piped fire suppressant systems.
- 3.8 To ensure the continued integrity and safety of all Equipment including certification when required, the Service Provider shall undertake all necessary periodic tests and inspections in line with the programme / schedule that will be agreed with the Contract Manager during Mobilisation. When produced, this programme / schedule shall span the whole Contract

**SCHEDULE 3 – LUL SPECIFICATION**  
**VOLUME 2 CHAPTER 7 – STATUTORY COMPLIANCE**

period (5 years) plus an additional 3 years so that inspections / tests etc. that do not occur in the Contract period are adequately represented in the programme. This programme / schedule shall be a 'rolling programme', so that at any given time during the Contract period, it is projected 8 years into the future.

3.9 The Service Provider shall prepare and maintain Statutory Compliance Services documentation, which shall include a detailed 52 week programme of planned tasks, together with task sheets detailing the methods to be used. This detailed 52 week programme is in addition to the long term programme / schedule as described in 3.8 above. The detail of the 52 week programme shall include:

- a) Job sheets detailing the inspection and testing required for the various types of Equipment and the intervals between these inspections and / or tests;
- b) Documentation indicating all works carried out, including those under warranties and / or within any defects liability period;
- c) Provision of sufficient information for independent analysis and audit; and
- d) Quality control and assurance documentation.

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 3 – GROUNDS MAINTENANCE**

**VOLUME 3 – GROUNDS MAINTENANCE**

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 3 – GROUNDS MAINTENANCE**

**SECTION 1 – GROUNDS MAINTENANCE REGIME**

- 1.1 The Service Provider shall develop the grounds maintenance regime in detail and obtain approval for it from the Contract Manager during Mobilisation. The Service Provider shall take into account the configuration, location and function of the Premises.

**SECTION 2 – GENERAL SERVICES**

- 2.1 Grounds maintenance services are inclusive of Planned Preventative Maintenance and Reactive Maintenance.
- 2.2 The Service Provider shall develop for approval by the Contract Manager a 52-week programme of Planned Preventative Maintenance tasks during Mobilisation.
- 2.3 The programme shall be accompanied by supporting documentation setting out the method statement for each task for each building, and include the equipment and chemicals to be used for each task, the associated risk assessments and COSHH documentation.
- 2.4 There may in future be living roofs/walls on some of the Authority's buildings. Maintenance of these is outside the scope of this Contract
- 2.5 Grounds maintenance service visits are to be carried out during Core Hours unless otherwise agreed with the Contract Manager during Mobilisation.
- 2.6 The Service Provider shall undertake Reactive Maintenance visits and resolve any horticulture related issues, including but not limited to dead or dying plants, weeds or vegetative pests/infections, insects considered a pest living in the soil or the vegetation of the plants.
- 2.7 The Reactive Maintenance attendances shall be undertaken in accordance with the response priority matrix in Appendix 1.

**SECTION 3 – WASTE DISPOSAL**

- 3.1 The Service Provider must ensure that any waste is properly packaged and carefully removed from site.
- 3.2 The Service Provider is responsible for ensuring that proper controls are kept on the disposal of waste and that it follows and fully complies with all bylaws, regulations, statutory and legal requirements in respect of the disposal of waste.

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 3 – GROUNDS MAINTENANCE**

**SECTION 4 – RECORDING AND REPORTING PROCEDURES**

- 4.1 Appropriate records of grounds maintenance services provided shall be included in the building manuals with duplicate copies held in the Technical Library and shall contain, as a minimum, the following information:
- a) attendance register (inc. date and time attended site);
  - b) PPM reports (inc. as a minimum; treatment given including pesticides used and area treated);
  - c) Reactive Maintenance visit reports (inc. as a minimum; treatment given including pesticides used and area treated);
  - d) follow up visit reports (inc. as a minimum; treatment given including pesticides used and area treated);
  - e) marked up drawings for each site showing the location of all the horticultural assets; and
  - f) copies or originals of all relevant documentation relating to waste disposal.

**SECTION 5 – HORTICULTURAL PRODUCTS**

- 5.1 The Service Provider shall use products with a minimal harmful impact on the environment, including for example, pH neutral chemicals and biodegradable materials. The Authority requires that the use of man made additives is kept to a minimum and the use of peat or any other organic material considered environmentally unfriendly is prohibited. The Service Provider shall use recycled products where available.
- 5.2 The Service Provider must demonstrate that it complies with the European Commission's EU Ecolabel scheme; and that:
- a) all chemical substances used to discharge the obligations in this Volume 3 meet the 'core' criteria for carrying the EU Ecolabel, as attached and outlined in section 3.1 of the European Commission's GPP Training Toolkit Module 3: Purchasing recommendations - ([http://ec.europa.eu/environment/gpp/pdf/toolkit/cleaning\\_GPP\\_product\\_sheet.pdf](http://ec.europa.eu/environment/gpp/pdf/toolkit/cleaning_GPP_product_sheet.pdf)):
  - b) the Service Provider must supply a list of products used for discharging the obligations in this Volume 3 along with proof that they carry the EU Ecolabel.

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 4 – PEST CONTROL SERVICES**

**VOLUME 4 – PEST CONTROL SERVICES**

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 4 – PEST CONTROL SERVICES**

**SECTION 1 – PEST CONTROL REGIME**

- 1.1 The Service Provider shall develop the pest control regime in detail and obtain approval for it from the Contract Manager during Mobilisation. The Service Provider shall take into account the configuration, location and function of the Premises.

**SECTION 2 – GENERAL SERVICES**

- 2.1 The Services are required at the Premises as detailed in the Site Services Matrix in Appendix 2.
- 2.2 All materials and products used shall be environmentally friendly.

**SECTION 3 – PLANNED PEST CONTROL SERVICES**

- 3.1 The Service Provider shall develop for approval by the Contract Manager a 52 week programme of planned pest control tasks during Mobilisation.
- 3.2 The programme shall be accompanied by supporting documentation setting out the method statement for each task in each building, and include the equipment and chemicals to be used for each task, the associated risk assessments and COSHH documentation.
- 3.3 A PPM visit report shall be completed by the Service Provider.

**SECTION 4 – REACTIVE MAINTENANCE VISITS – RESPONSE TIMES AND ACTIONS:**

- 4.1 Reactive Maintenance Visits include dealing with:
- a) animal and bird pests (pigeons, rats, mice etc.);
  - b) insect pests, including stored product insects, pests causing degradation of timber, textile pests but excluding Pharaoh's ants;
  - c) any other creature whose presence in the Premises constitutes a pest (e.g. cats, dogs, foxes etc); and
  - d) removal of carrion.
- 4.2 Reactive Maintenance visit response times shall be in accordance with the response priority matrix in Appendix 1.
- 4.3 A full survey shall be carried out by the Service Provider to identify the extent of the pest Infestation. Before commencement, the Service Provider shall first discuss its findings and recommended course of treatment with the Contract Manager. Reactive Maintenance visit reports shall be completed by the Service Provider.
- 4.4 Follow up visits shall be carried out by the Service Provider until the infestation is eradicated to the satisfaction of the Contract Manager. Follow up visit reports shall be completed by the Service Provider.

**SECTION 5 – TREATMENT TIMES – BASIC PEST CONTROL SERVICES**

- 5.1 Basic pest control service visits and quality control visits shall be carried out during Core Hours unless otherwise agreed with the Contract Manager. The Service Provider shall identify if any basic services should be undertaken out of Core Hours (for health and safety reasons)

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 4 – PEST CONTROL SERVICES**

**SECTION 6 – ADDITIONAL PEST CONTROL SERVICES**

- 6.1 These include services not included in the Pest Control Regime for PPM. For example, they may include but are not limited to, the following:
- a) bird repellent systems;
  - b) reducing bird populations (including hawking and marksmanship);
  - c) bird fouling clearance (and subsequent cleaning of affected area);
  - d) insect pests including Pharaoh's ants (fumigation etc);
  - e) flying insect control including electronic fly killers and fly Screens; and
  - f) all other creatures whose presence within the Premises constitutes a pest.
- 6.2 Additional services may be performed and these will be instructed in accordance with the variation procedure (Schedule 6).
- 6.3 The Service Provider shall execute the works within the time-scale and at times mutually agreed with the Contract Manager.
- 6.4 The Service Provider shall give a fully documented report, for all works carried out, at the next contract review meeting.

**SECTION 7 – BAITING**

- 7.1 In the event that the pest control regime includes baiting, the following clauses shall apply.
- 7.2 All rodent baits shall be placed in tamper resistant bait boxes.
- 7.3 The regime shall specify the quantity of baiting points that are proposed for each of the Premises and what preventative measures are appropriate for the individual sites.
- 7.4 The regime shall additionally include as a minimum the following:
- 7.4.1 the position and type of baiting points at each location shall be shown on the drawings provided. The Service Provider shall maintain up to date records, including floor plans, of the locations within the Premises of all bait boxes;
  - 7.4.2 a pesticide usage report indicating the type and quantity of pesticide proposed; and
  - 7.4.3 a proposed schedule of visits to the Premises.

**SECTION 8 – WASTE DISPOSAL**

- 8.1 The Service Provider shall ensure that any waste is properly packaged and carefully removed from site.
- 8.2 The Service Provider shall ensure that proper controls are kept on the disposal of waste and that it follows and fully complies with all bylaws, regulations, statutory and legal requirements in respect of the disposal of waste.



**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 4 – PEST CONTROL SERVICES**

**SECTION 9 – RECORDING AND REPORTING PROCEDURES**

- 9.1 Appropriate records of pest control services provided shall be included in the building manuals with duplicate copies held in the Technical Library and shall contain, as a minimum, the following information:
- a) attendance register (inc. date and time attended at the site);
  - b) PPM reports (including as a minimum; treatment given, including pesticides used, and area treated);
  - c) emergency visit reports (inc. as a minimum; treatment given including pesticides used and area treated);
  - d) follow up visit reports (including as a minimum; treatment given including pesticides used and area treated);
  - e) quality control reports (including detailed recommendations); and
  - f) marked drawings for each site showing the location of all bait boxes.
  - g) copies or originals of all relevant documentation in connection with the disposal of waste materials
- 9.2 Drawings shall be updated as necessary, where new bait boxes have been laid or existing boxes have been moved.
- 9.3 Trend data on the pest control service shall be correlated and reported in a format agreed with the Contract Manager during Mobilisation.

**SECTION 10 – QUALITY CONTROL VISITS**

- 10.1 The Service Provider, as part of the overall PPM service shall undertake six monthly quality control visits. A schedule of visits for the Premises shall be submitted and approved by the Contract Manager during Mobilisation. This shall be carried out by a suitably qualified field biologist or service supervisor. On the completion of the quality control visits, a report shall be submitted to the Contract Manager. This report shall contain advisory information and recommendations for further prevention, such as housekeeping, hygiene requirements and methods of reducing risk of infestation.

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 5 – CLEANING**

**VOLUME 5 – CLEANING**

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 5 CHAPTER 1 – GENERAL CLEANING**

**CHAPTER 1 – GENERAL CLEANING**

**SECTION 1 – GENERAL CLEANING SERVICE REQUIREMENTS**

- 1.1 The Service Provider shall develop the cleaning regime in detail and obtain approval for it from the Contract Manager during Mobilisation. The Service Provider shall take into account the configuration, location and function of the Premises.
- 1.2 The cleaning services are required at the Premises as detailed in the Site Services Matrix in Appendix 2.
- 1.3 The cleaning services shall generally take place out of Core Hours Mondays to Fridays except during public holidays. Cleaning at other times, including weekend and public holidays, may take place subject to the agreement of the Contract Manager.
- 1.4 The Service provider shall develop a 52-week programme of cleaning for approval by the Contract Manager during Mobilisation.
- 1.5 The Service Provider shall carry out preparation and maintenance of cleaning services documentation which shall include the 52-week programme of planned tasks, together with task sheets detailing the method to be used. The documentation shall include:
  - a) job sheets detailing the intervals of service;
  - b) documentation indicating all works to be carried out;
  - c) sufficient information for independent analysis and audit; and
  - d) quality control and assurance documentation.
- 1.6 Where available, colour coded floor plans are provided in Appendix 3.
- 1.7 The scope of cleaning services is set out below including the colour coding in the associated floor plans:
  - a) offices – blue;
  - b) meeting rooms – blue;
  - c) reception areas – yellow;
  - d) circulation areas – yellow;
  - e) lifts – yellow;
  - f) staff areas – yellow;
  - g) emergency exit stairs – yellow;
  - h) external areas – yellow;
  - i) basement store areas – orange;
  - j) sanitary areas – red;
  - k) 24 hour areas – pink;
  - l) kitchen areas – green; and
  - m) restaurants – green.
- 1.8 The Service Provider shall ensure the following:

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 5 CHAPTER 1 – GENERAL CLEANING**

- a) gangways and passages are kept free of obstruction;
  - b) floors are kept clear of water and any other spilled liquids and all tools and equipment;
  - c) exits and entrances, stairways and ramps are to be kept clear;
  - d) inflammable waste is not to be allowed to accumulate as a fire hazard;
  - e) materials and Equipment are stored safely and securely;
  - f) work in progress signs and danger signs, i.e. slippery surface signs, are always displayed when work is carried out in non-office areas. Step ladders are not left in any common access way without adequate warning, screening, barriers etc; and
  - g) office furniture and fittings are not used to access any area of cleaning work or used as a step up or other route to access work.
- 1.9 The Service Provider shall take strict precautions at all times to prevent slippery conditions to floors and appropriate detergent/cleaning agents must be used.
- 1.10 The Service Provider shall ensure that all necessary safety tackle/equipment is used as required by the law when carrying out all cleaning services.
- 1.11 The Service Provider shall ensure that all exterior areas which are within the boundaries of the premises, such as roadways, pathways, forecourts, garden areas and car parks are made and kept completely free from litter, rubbish, broken glass, graffiti, dirt and fallen leaves.
- 1.12 During adverse weather conditions (snow and deep frost) the Service Provider shall ensure that the areas detailed below are kept free from snow, ice and frost and are gritted as necessary or as directed by the Contract Manager:
- a) exterior areas including roadways and pathways within the curtilage of the Premises;
  - b) floors; and
  - c) bin rooms/waste disposal areas.
- 1.13 Any area requiring special access shall be arranged with the Contract Manager in advance.
- 1.14 Window cleaning services are specified in Chapter 2.

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 5 CHAPTER 1 – GENERAL CLEANING**

**SECTION 2 – INTERNAL REFUSE COLLECTION AND DISPOSAL**

- 2.1 The Service Provider shall collect waste and rubbish from within the Premises in colour coded bags and transport it to a point of collection by the LUL waste contractor. The colour coded bags will be provided by the Service Provider.
- 2.2 The Service Provider shall keep all records and other documentation as required (e.g. waste transfer notes provided by LUL) in each building with copies kept in the Technical Library.
- 2.3 The Service Provider is not responsible for the provision of any equipment needed for pre-processing waste before removal. This includes compacters and bailers, etc.

**SECTION 3– CLEANING PRODUCTS**

- 3.1 The Service Provider shall demonstrate that it complies with the European Commission's EU Ecolabel scheme; and that:
- 3.1.1 all chemical substances used shall meet the 'core' criteria for carrying the EU Ecolabel, as attached and outlined in section 3.1 of the European Commission's GPP Training Toolkit Module 3: Purchasing recommendations - [http://ec.europa.eu/environment/gpp/pdf/toolkit/cleaning\\_GPP\\_productsheet.pdf](http://ec.europa.eu/environment/gpp/pdf/toolkit/cleaning_GPP_productsheet.pdf):
- These shall include:
- a) all purpose cleaners;
  - b) sanitary cleaners;
  - c) dishwashing detergents; and
  - d) window cleaners.
- 3.1.2 The Service Provider shall supply a list of products used along with proof that they carry the EU Ecolabel.

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 5 CHAPTER 2 – WINDOW CLEANING**

**CHAPTER 2 – WINDOW CLEANING**

- 1.1 The Service Provider shall develop the window cleaning regime in detail and obtain approval for it from the Contract Manager during Mobilisation. The Service Provider shall take into account the configuration, location and function of the Premises.
- 1.2 The window cleaning services are required at the Premises as detailed in the Site Services Matrix in Appendix 2.
- 1.3 The Service Provider is to submit, for approval, by the Contract Manager, a 52-week programme of window cleaning based on two cleans per Premises per year. The first programme shall be submitted and approved during Mobilisation.
- 1.4 The Service Provider shall ensure that all necessary safety equipment is used as required by law and/or best practice when carrying out all cleaning activities.
- 1.5 Where staff are required to work on cradles and moving gantries during window cleaning operations, they shall be approved operators certified for this type of work and trained appropriately, copies of training certificates to be made available to the Authority upon request.
- 1.6 The Service Provider is to ensure that where bomb, solar or other applied film is present, separate, appropriate window cleaning equipment and materials are used for cleaning the interior of windows to that used for cleaning the exterior.
- 1.7 The Service Provider is to ensure that in locations where secondary double glazing is fitted that all appropriate faces of glazing are included in the proposed cleaning regime.
- 1.8 All equipment including cradles, latchways and safety lines provided by the Authority to enable window cleaning to take place shall be maintained by the Service Provider. The Service Provider is to satisfy itself before any window cleaning activities are undertaken that the equipment is fit for purpose, functioning correctly and that any necessary maintenance has been completed and relevant certificates are correct and in date.
- 1.9 Any damage caused to the equipment by any misuse or default of the Service Provider's staff must be immediately reported to the Authority so that it can be rectified at the Services Provider's expense.
- 1.10 The Service Provider shall provide all access equipment other than that provided by the Authority and other equipment necessary to carry out window cleaning services.
- 1.11 "Pre-use" inspections of all / any access equipment shall be undertaken in accordance with the requirements of Maintenance Guidelines –see Cradle and Anchorage Devices.doc in Appendix 5.
- 1.12 Access equipment shall be made available, at all times, for possible use by other parties, subject to an agreed request process between the Service Provider and the Contract Manager.

**SCHEDULE 3 – LUL SPECIFICATION**  
**VOLUME 5 CHAPTER 2 – WINDOW CLEANING**

- 1.13 The Service Provider shall obtain all necessary work permits and submit for approval all necessary risk assessments for proposed window cleaning works in advance of the works being undertaken. No payments for window cleaning works shall be made unless the appropriate authorisation has been given in advance and also the relevant “certificate” of completion and satisfaction has been completed and signed by the Service Provider and the relevant building manager.
- 1.14 At the end of each clean, the windows and surfaces shall be free from all visible dirt, water or other marks, smears, scuffs and in the case of clear glass, any contaminant that would impede clarity of vision through the glass.
- 1.15 Additional Window cleaning is provided on an as required basis as a call off requirement and is against a fixed price per Premises, as per Schedule 4. The additional services comprise the following:
- a) External face of external windows only
  - b) Internal face of external windows only
  - c) Both internal and external faces of external windows
  - d) External window frame cleaning
  - e) Internal window frame cleaning

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 6 – SAFETY AND ENVIRONMENTAL MANAGEMENT**

**VOLUME 6 – SAFETY AND ENVIRONMENTAL MANAGEMENT**



**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 6 – SAFETY AND ENVIRONMENTAL MANAGEMENT**

**SECTION 1 – SAFETY MANAGEMENT**

- 1.1 The Service Provider shall maintain an accredited BS OHSAS 18001 Safety Management System or HSG-65 equivalent Safety Management System throughout the duration of the Contract and shall produce to the Contract Manager satisfactory evidence of this should this be requested at any time. The Authority reserves the right to measure compliance through the use of a third party auditor.
- 1.2 The Service Provider shall ensure that the Premises are fully compliant with safety related legislation in so far as it relates to the Services.
- 1.3 The Service Provider shall observe, implement and comply with the Contract QUENSH Conditions and all Authority health, safety and environmental systems, standards and procedures, ACOPs, British Standards or European equivalent, statutes and regulations, of which the highest standard shall be applied.
- 1.4 The Service Provider shall ensure and be able to demonstrate that, where appropriate, the Service Provider's Personnel are fully competent in the safety related requirements of their areas of functional responsibility.
- 1.5 The Service Provider shall ensure that all the requirements in 1.1 to 1.4 above are in place by the end of Mobilisation.
- 1.6 The Service Provider shall advise the Contract Manager on best practice and provide a list of health and safety competence standards applicable to the Contract and the roles designated by the Service Provider for its staff. The Service Provider shall ensure that these standards are met prior to the Service Commencement Date.
- 1.7 All the Service Provider's risk assessments, including fire risk assessments, shall comply with legal requirements and reflect best practice for all activities within the Services.
- 1.8 The Service Provider shall review and update all existing fire risk assessments and, where they do not exist, develop them, obtain approval of the Contract Manager and implement recommended actions. A programme for carrying out these activities shall be agreed with the Contract Manager during Mobilisation.
- 1.9 The Service Provider shall provide Premises specific safe systems of work (SSOW) that suitably and sufficiently address the control measures identified in all relevant risk assessments for the Premises and for the activities to which they apply.
- 1.10 All risk assessments and SSOW shall be documented and provided in a format approved by the Contract Manager during Mobilisation.
- 1.11 Should there be a requirement by either the Contract Manager or the Service Provider to modify any part of an agreed SSOW / risk assessment during the period of the Contract, the Service Provider shall submit a revised SSOW/ risk assessment for the Contract Manager's consideration. The Service Provider shall obtain the Contract Manager's agreement and approval before adopting any revised working method.
- 1.12 The Service Provider shall be responsible for initiating, controlling and monitoring safe systems of work, advising the Authority on best practice and

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 6 – SAFETY AND ENVIRONMENTAL MANAGEMENT**

ensuring the adequate and professional training of its personnel in all matters of health and safety. All such training shall be included in training records maintained for all the Service Provider's individual members of staff employed on the Contract. The Service Provider shall observe, implement and ensure all personnel and sub-contractors comply with the QUENSH Document (Version 13) and all other safety systems and procedures advocated by the Authority.

- 1.13 The Service Provider shall fully cooperate and liaise with the Contract Manager and any other parties regarding investigation into incidents in compliance with Authority requirements.
- 1.14 During Mobilisation, the Service Provider shall establish Premises specific safety management files to be kept in the relevant building manuals with copies in the Technical Library. They shall consist of without limitation:
- a) a Premises risk register identifying the known significant hazards within the Premises as identified through risk assessment, identifying minimum safety competencies and training for the Service Providers staff that will be exposed to risk, and referencing the specific risk assessments which define the risks;
  - b) risk assessments based on physical area (for example roof, plant rooms, general office, etc.) of each of the areas of the Premises where the Service Providers staff or contractors could be expected to work;
  - c) specific task risk assessments and safe systems of work for planned activities within the Premises;
  - d) risk assessment guidance for expected Reactive Maintenance activities within the Premises;
  - e) Service Providers risk assessments of subcontracted activities. Note that the risk assessments control measures shall include the Service Provider's responsibilities for monitoring, supervision and safety management of the subcontracted activities; and
  - f) a register of equipment provided by the Service Provider within the Premises for access and safety, including maintenance and inspection records (for example step ladder log).
- 1.15 The Service Provider shall produce for the Contract Manager's approval, Contract specific accident reporting procedures and arrangements which include, but are not limited to the following:
- a) recording all accidents in the accident book maintained by the Authority in each Premises;
  - b) notifying the Contract Manager and the Authority's safety manager by the most immediate means available of any injury or imminent danger to a member of staff other than the Service Provider's or to a member of the general public;
  - c) notifying the Contract Manager as soon as reasonably practical of all other accidents, incidents, or dangerous occurrences;
  - d) reporting of reportable events involving members of their staff in Premises in accordance with the Reporting of Injuries Diseases and Dangerous Occurrences Regulations (RIDDOR);

**SCHEDULE 3 – LUL SPECIFICATION**  
**VOLUME 6 – SAFETY AND ENVIRONMENTAL MANAGEMENT**

- e) investigating and reporting on all accidents, incidents, and dangerous occurrences in accordance with escalation procedures and formats agreed with the Contract Manager; and
  - f) attending the Premises within one working day to investigate RIDDOR events and arranging a follow up meeting with the Contract Manager;
- 1.16 The Authority reserves the right to specify investigations into accidents or incidents, which cause the conduct of competence of a member of the Service Provider's staff to be in doubt, to be undertaken by a member of the Service Provider's staff who is external to the Contract or a third party at no cost to the Authority.
- 1.17 The Service Provider must establish and operate an H&S Management System, including as necessary and appropriate, a programme of improvements, aligned to and achieving the aims of the Authority's H&S policy in as far as delivering the Services is concerned, to the agreement and approval of the Authority's H&S manager.
- 1.18 The Service Provider shall designate sufficient competent staff, subject to the approval of the Authority's safety manager, to support the Authority's work access system in accordance with the Authority's works access standard throughout the course of the Contract. This shall include as a minimum:
- a) sufficient staff qualified to a safety management level of IOSH Managing Safely or the equivalent to represent the Service Provider as work sponsors; and
  - b) sufficient staff, but no less than 3, with the appropriate technical and safety training, qualification, and experience to represent the Service Provider as competent persons.
- 1.19 The Service Providers shall undertake the following:
- a) manage and participate in planned general inspections (PGI), and planned environmental inspections (PEI); and
  - b) manage the incident notification process (INF).

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 6 – SAFETY AND ENVIRONMENTAL MANAGEMENT**

**SECTION 2 – ENVIRONMENTAL MANAGEMENT**

- 2.1 The Service Provider shall comply with the provision on environment in the General Terms and Conditions. In particular, in conjunction with QUENSH Conditions (Version 13) at Schedule 7, the Service Provider shall establish during Mobilisation and operate an environmental programme achieving the aims of the TfL corporate environmental policy in as far as building operations are concerned.
- 2.2 The Authority is committed to maintaining and improving the environment wherever possible and as such operates within the TfL environmental management system (EMS). The TfL environmental policy is influenced by that of the Government and is therefore liable to change. The Service Provider shall achieve compliance with the TfL environmental management system and delivery of sustainable development targets within the scope of the service provided by them.
- 2.3 The Service Provider shall have a strong awareness of environmental developments. The Service Provider shall have a proactive environmental policy integrated into its business operations through appropriate management systems, actively promoting an environmental ethos. The Service Provider shall be proactive in its approach to minimising its impact on the environment. The successful Service Provider shall use:
- a) vehicles in connection with the delivery of the required services that are least harmful to the environment, i.e. using 'green fuels' such as Liquid Petroleum Gas (LPG), electricity etc.;
  - b) use environmentally friendly products; and
  - c) develop and adhere to robust written environmental procedures to perform the Contract remit. These shall be incorporated into the Authority's EMS.
  - d) use public transport where practicable for mobile teams to cover outlying locations.
  - e) ensure that the most appropriate and closest engineer is assigned for reactive calls to minimise travel.
- 2.4 The Service Provider shall:
- a) encourage subcontractors involved in provision of the Services to achieve similar environmental standards;
  - b) ensure the Authority is aware of the latest information regarding environmental issues associated with the performance of these services required and to act accordingly;
  - c) be aware of, and comply with all relevant environmental legislation;
  - d) maintain environmental records (e.g. training, purchases etc) on site;
  - e) ensure that goods, services and works, procured by the Service Provider, conform to the requirements of health, safety, environmental and other relevant legislation;
  - f) be proactive in its approach to minimising its impact on the environment; and

**SCHEDULE 3 – LUL SPECIFICATION**  
**VOLUME 6 – SAFETY AND ENVIRONMENTAL MANAGEMENT**

- g) be responsible for ensuring that all staff on site are aware of the Authority's approach to sustainable development and its implications.

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 7 – ENHANCED MAINTENANCE PROJECTS**

**VOLUME 7 – ENHANCED MAINTENANCE PROJECTS**

**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 7 – ENHANCED MAINTENANCE PROJECTS**

- 1.1 From time to time, in order to maintain the effectiveness and efficiency of the Premises and Equipment, it is necessary to undertake projects of a magnitude, cost or complexity, that are over and above routine maintenance/renewals/replacements and other works included within the base Contract specification but at additional cost. These projects may be planned, pro-active or reactive. The Service Provider shall provide a delivery and management service for such projects.
- 1.2 The Service Provider shall ensure satisfactory completion of all projects within time, cost and quality parameters prior to payment, shall maintain records of all project activities, shall produce costing and budgeting information as required and shall provide status reports for inclusion in the four weekly contract review reports. Once handed over for maintenance, the Service Provider shall update all relevant Asset registers and CAFM drawings and shall retain appropriate operating and maintenance manuals for any new Equipment.
- 1.3 All minor projects less than £10,000 in value will not require to be sourced in competition as set out in 1.4 below unless specifically requested by the Contract Manager. The Service Provider shall submit a recommendation as set out in 1.4 below for such projects for approval by the Contract Manager prior to commencement of the work. If the Service Provider intends to subcontract the work, the Contract Manager's approval shall be obtained before the contract is awarded.
- 1.4 The Service Provider shall only provide such projects on receipt of a request made by the Contract Manager to the Account Manager. The Service Provider shall develop and agree the specification for the project if instructed to do so by the Contract Manager. The Service Provider shall conduct a competition amongst at least 3 suppliers by Tendering the project unless agreed otherwise by the Contract Manager. Where competition is used the Service Provider shall make a recommendation for contract award to the Contract Manager for his approval. The acceptance shall be in the form of a written authority from the Contract Manager, a Contract Variation or separate Authority purchase order. The Service Provider's recommendation shall include as a minimum:
- a) a unique reference number;
  - b) comprehensive description of the project requested;
  - c) method statement and risk assessment;
  - d) the implications for deferring or not undertaking the project;
  - e) the benefits of undertaking the project;
  - f) programme;
  - g) technical and commercial assessment and recommendation for contract awards;
  - h) any relevant supporting documentation;
  - i) full cost breakdown – "Open Book" accounting;
  - j) environmental impact including life cycle analysis and waste impact, Part L compliance check; and

**SCHEDULE 3 – LUL SPECIFICATION**  
**VOLUME 7 – ENHANCED MAINTENANCE PROJECTS**

- k) confirmation that all proposed projects comply with the Authority's standards.
- 1.5 Minor projects must not exceed the lump sum of £50,000 in any single instance. Requests shall not be broken down into lower value elements with the intention of avoiding the threshold of £50,000.
- 1.6 On receipt of an instruction to carry out the project as set out in 1.4 above, the Service Provider shall execute the project within the time-scale set out in a documented programme to be provided by the Service Provider to and accepted by, the Contract Manager, as part of the response to the request for the project.
- 1.7 Projects above the value of £50,000 shall be subject to competition only unless otherwise agreed by the Contract Manager. The Service Provider shall provide the support necessary to manage such projects through the project cycle including the provision of authority papers and budget advice to the Contract Manager during the inception stages of such projects.
- 1.8 From the point at which authority to proceed with the project has been given by the Contract Manager then clauses 1.4 and 1.6 shall apply.
- 1.9 Projects must not exceed the lump sum of £250,000 in any single instance. Requests must not be broken down into lower value elements with the intention of avoiding the threshold of £250,000.
- 1.10 In the event that a project exceeds the £250,000 threshold as set out above then the Authority shall Tender the project and appoint others to carry out the project independently. The Service Provider is to co-operate with such third parties as necessary to ensure that the project is carried out in accordance with the Authority's requirements.



**SCHEDULE 3 – LUL SPECIFICATION  
VOLUME 8 – MISCELLANEOUS SERVICES**

**VOLUME 8 – MISCELLANEOUS SERVICES**

**SCHEDULE 3 – LUL SPECIFICATION  
APPENDICES**

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**SCHEDULE 3 – LUL SPECIFICATION**  
**Appendix 1 - KPIs/SLAs & Payment Mechanism**

**SECTION 2 – MAINTENANCE MODEL TASK TOLERANCES**

**3.1 PPM frequencies and tolerances**

The following tolerances will be accepted by the Contract Manager for completing PPM tasks. Completion of tasks outside of these defined tolerance rates, or if failure to undertake tasks in due time causes a disruption in the Services in any form, without justification from the Service Provider, will result in failure to meet the requirements of the Contract and shall be included in PMS scores.

The tolerance figure is the number of calendar days beyond the due date where completion of the task is acceptable.

<b>Frequency of task</b>	<b>Tolerance</b>
Daily	No tolerance
Weekly	2 calendar days
Monthly	7 calendar days
Quarterly	14 calendar days
Bi-annual	28 calendar days
Annual	28 calendar days

**3.2** Reactive maintenance response times shall be in accordance with the response priority matrix in Section 1.



## **SCHEDULE 3 – LUL SPECIFICATION**

**Appendix 3– Floor Plans – on CD-ROM**

**Appendix 4 – Asset Registers – on CD-ROM**

**Appendix 5 – Maintenance Guidelines – on CD-ROM**

**Appendix 6 – Emergency Plans – on CD-ROM**

**SCHEDULE 4 – PRICING (LUL)**

**SCHEDULE 4 – CHARGES (LUL)**

The charges set out in Schedule 4 are as submitted in the Vinci Facilities Invitation to Tender for the TFM contract for LUL sites

**LUL- SUMMARY CONTRACT PRICING**

Service	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Estimated Annual Uplift (Average Earning Index)*		2%	2%	2%	2%	
M&E and Fabric (€1,500 comp)						
Cleaning (inc. Window Cleaning, Pest Control & Grounds)						
Other Management- Helpdesk and Running Costs						
Overhead - 3.5% uplift on cost						
Profit - 2.5% uplift cost						
<b>Sub total base price</b>						
5 % Year on Year Cumulative Saving						
<b>Proposal Price</b>						

**SCHEDULE 4 – PRICING (LUL)**

PRICING SCHEDULE LUL BUILDINGS (TFM 2)									
BUILDING SPECIFIC ITEMS - i.e. COSTS THAT WILL BE DIRECTLY OMITTED IF A BUILDING IS REMOVED FROM THE CONTRACT									
	Maint.	Grounds	Pest Cont.	Cleaning	Window Cleaning	Safety	Env	Misc	
Buildings	Maintenance	Grounds Maintenance	Pest Control	Cleaning	Window Cleaning	Safety Management	Environmental Management	Miscellaneous Services	Totals
Contract 2 (LUL)									
Offices									





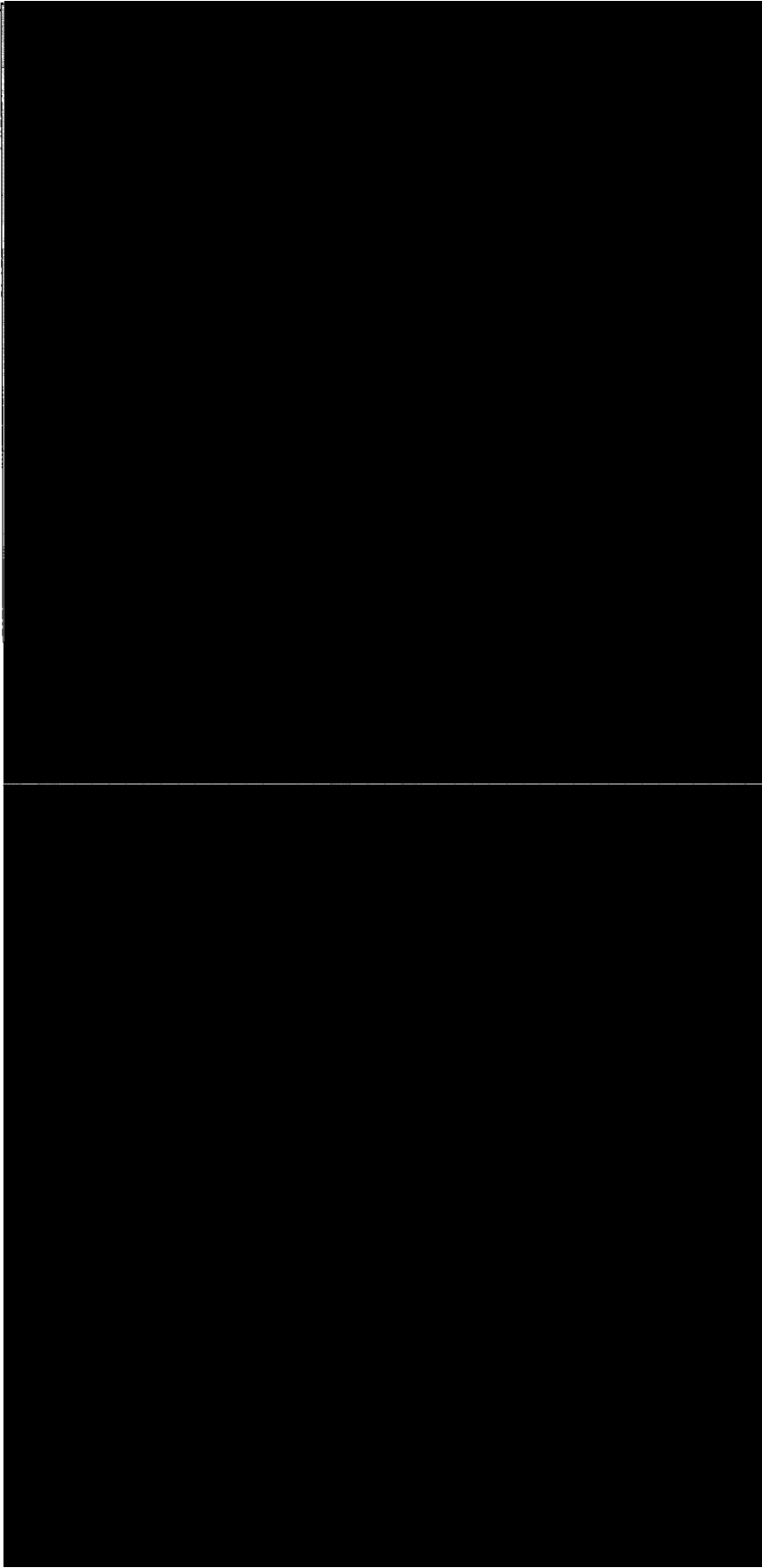
**SCHEDULE 4 – PRICING (LUL)**

<b>Lillie Bridge Depot Workshops</b>	
Train Shed	
MRIS Project office	
Main Building/Staff Accommodation	
Warehouse containing MRIS Office & Valuing Time	
Transplant House	
Mitfe Office	
Portacabin - P6 (TP Vents)	
Points & Crossings/Carpenters Building	
TLL Rail Ops	
Portacabin - P1	
Plant Services	
Vent Store	
Materials Workshop	
MRIS Holding Area	
MRIS Track Maintenance	
Storage Containers	
Fleet Twin Modular Building (SSR)	
Security Lodge	
MRIS Track Store	
<b>Totals</b>	
<b>Total Building Costs</b>	
<b>Total Contract Cost ( Building &amp; Non-Building Costs)</b>	

**SCHEDULE 4 – PRICING (LUL)**

RESOURCING HOURS SCHEDULE	
BUILDING SPECIFIC ITEMS . i.e. COSTS THAT WILL BE DIRECTLY OMITTED IF A BUILDING IS REMOVED FROM THE CONTRACT	
LABOUR RESOURCING HOURS	
	Maintenance
Buildings	Mechanical Engineers
	Electrical Engineers
	Refrigeration engineers
	Public Health (inc. Plumbing) Engineers
	Fabric Operatives
	Multi-skilled engineers
	Fire Systems Engineers
	Lift engineers
	Security Systems Engineers
	Non-skilled labour
	Cleaning Supervisors (non-Working)
	Cleaning Supervisors (Working)
	Cleaning Operatives
	Periodic Operatives
Window Cleaning Supervisors (Non-Working)	
Window Cleaning Supervisors (Working)	
Window Cleaning Operatives	
Contract 2 (LUL)	
Offices	

**SCHEDULE 4 – PRICING (LUL)**

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**SCHEDULE 4 – PRICING (LUL)**

<b>LABOUR CHARGE OUT RATES</b>						
<b>Role</b>	<b>Hourly Wage</b>	<b>N.I.</b>	<b>Overhead &amp; Profit</b>	<b>Total hourly cost to LUL</b>		
<b>Management</b>						
<b>Account Manager</b>						
<b>Hard Services Manager</b>						
<b>Soft Services Manager</b>						
<b>Security Manager</b>						
<b>Building Manager</b>						
<b>Building Manager</b>						
<b>Administrator</b>						

**SCHEDULE 4 – PRICING (LUL)**

<b>Maintenance</b>	
<b>Mechanical Engineers</b>	
<b>Electrical Engineers</b>	
<b>Refrigeration engineers</b>	
<b>Public Health (inc. Plumbing) Engineers</b>	
<b>Fabric Operatives</b>	
<b>Multi-skilled engineers</b>	
<b>Fire Systems Engineers</b>	
<b>Lift engineers</b>	
<b>Non-skilled labour</b>	
<b>CAD technician (optional)</b>	

**SCHEDULE 4 – PRICING (LUL)**

<b>Security</b>	
<b>Security Systems Engineers</b>	
<b>Security Supervisors</b>	
<b>Security Guards</b>	
<b>Mobile Patrol Visits</b>	
<b>Receptionists</b>	
<b>Cleaning</b>	
<b>Cleaning Supervisors (non-Working)</b>	
<b>Cleaning Supervisors (Working)</b>	
<b>Cleaning Operatives</b>	
<b>Periodic Operatives</b>	
<b>Multi Service Operatives</b>	

**SCHEDULE 4 – PRICING (LUL)**

<b>Window Cleaning</b>	
<b>Window Cleaning Supervisors (non-Working)</b>	
<b>Window Cleaning Supervisors (Working)</b>	
<b>Window Cleaning Operatives</b>	



**SCHEDULE 4 – PRICING (LUL)**

NON PREMISES-SPECIFIC ITEMS	ITT Ref.	Clause	Cost
<b>Items - Use blank rows for itemising</b>			
Mobilisation	Sched 3	Appendix 24	
Cost			
<b>Contract Management</b>			
<b>Site based Staff (include cost of each role)</b>			
Project Manager			
Quantity Surveyor Senior			
Sub total			
<b>Premises Management</b>			
Premises Manager 1			
Premises Manager 2			
Sub total			

SCHEDULE 4 – PRICING (LUL)

<b>General Administration On Site</b>		
Administrator		
Sub total		
<b>Transport</b>		
Vehicles (inc Petrol Ins, etc )		
Congestion Charge		
Staff Travel Costs		
Sub total		
<b>Mobile telephones/personal radios (inc. Nos of units and assoc. equipment, e.g. chargers, base stns. etc)</b>		
mobile telephones, chargers etc		Included in overhead
pagers		Included in overhead
two way radios		
Sub total		

**SCHEDULE 4 – PRICING (LUL)**

<b>Overheads (Itemise - extend as necessary)</b>	
Uniforms	
Staff training	
BMS Service	
CAD Service	
Stock taking and stock management	Included in overhead
Price for purchasing the shortfall of stock during Mobilisation.	
Price for replenishment of stock during normal operations.	
Quarterly drawing check of floor plans etc	
Coverage of new Statutory Compliance Legislation	
Overheads Recovery (3.5% of cost)	
Sub total	
<b>Premises Maintenance Projects' Management (Itemise roles)</b>	
Included in management	
Sub total	
<b>Asset Verification and Condition Reports</b>	
Included in management	
Sub total	

**SCHEDULE 4 – PRICING (LUL)**

<b>Asset Renewal/Upgrade Reports</b>			
Included in management			
Sub total			
<b>Helpdesk (Itemise costs)</b>			
Helpdesk Resource			
<b>Strategic Labour Needs and Training (SLNT)</b>			
Implementation Overhead		Included in overhead and Training Costs	
Running Costs		Included in overhead and Training Costs	
Sub total			
<b>Profit</b>			
Premises specific			
Non-Premises specific			
Innovation Savings (per Volume 2, 2.4)			
Sub total			
<b>Total Non Premises-Specific Costs</b>			
target competitive percentage up-lift for the overhead costs			Line 48

**SCHEDULE 4 – PRICING (LUL)**

Window Cleaning	
External face of external windows only	Internal face of external windows only
Both internal and external faces of external windows	Internal face of external windows only
External window frame cleaning	Internal window frame cleaning
Buildings	Contract 2 (LUL)
Offices	Offices

**SCHEDULE 4 – PRICING (LUL)**

Site Accommodation																	
[Redacted Content]																	

**SCHEDULE 4 – PRICING (LUL)**

LUL Train Crew Accom	

**SCHEDULE 4 – PRICING (LUL)**

<b>Maintenance Pricing</b>	<b>Totals Maintenance</b>		
	<b>Statutory Compliance</b>		
	<b>Security Systems Maintenance</b>		
	<b>Lifts Maintenance</b>		
	<b>Fire Systems (incl. PFA) Maintenance</b>		
	<b>Fabric Maintenance</b>		
	<b>M&amp;E Maintenance</b>		
<b>Buildings</b>			
<b>Contract 2 (LUL)</b>			
<b>Offices</b>			



**SCHEDULE 4 – PRICING (LUL)**

Site Accommodation																
[Redacted Content]																

**SCHEDULE 4 – PRICING (LUL)**

LUL Train Crew Accommodation							
[Redacted Content]							

**SCHEDULE 4 – PRICING (LUL)**

**SCHEDULE 4 – PRICING (LUL)**

Maintenance Threshold Values (Vol.2 Ch | Clause 1.3)

Materials	Labour	Contract Price

Tender proposed Maintenance Threshold Values (Vol.2 Ch | Clause 1.3)

Materials	Labour	Contract Price
Tenderer to insert threshold value	Tenderer to insert threshold value	

Unit prices for voice comms equipment (Vol | Ch | Clause 5.4.1)

Type	Unit Price
Mobile Phone	
Pager	
Two way Radio	

Replenishment of Stock (Vol 2 Ch | Clause 3.1)

	Price
Mobilisation	£9,087
Normal operations	£4,544

**SCHEDULE 4 – PRICING (LUL)**

**KPI - Performance Monitoring System**

KPI Category	Total Fee At Risk		Weighting	Fee at Risk pa	Fee at Risk per month	No of KPIs
	Per Annum	Monthly				
1 Effective Service Delivery						
2 Asset Management						
3 General Management						
4 Environmental Management						
5 Risk Management						
<b>Total</b>						

**SCHEDULE 5– PROJECT PLAN (LUL)**

**SCHEDULE 5 – PROJECT PLAN (LUL)  
(NOT USED)**

**SCHEDULE 6-FORM OF VARIATION (LUL)**

**SCHEDULE 6 – FORM OF VARIATION (LUL)**

**SCHEDULE 6--FORM OF VARIATION (LUL)**

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone Number *[to be inserted]*

Authority Fax Number *[to be inserted]*

Date: *[to be inserted]*

**AUTHORITY FOR VARIATION TO CONTRACT (AVC)**

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

Details of Variation	Amount (£)
Allowance to the Authority	
Extra Cost to Authority	
Total	

.....  
For the Authority (signed)

.....  
Print Name

Acceptance by the Service Provider

Date:

.....  
For the Service Provider (signed)

.....  
Print Name



**SCHEDULE 7–QUENSH MENU (LUL)**

**SCHEDULE 7 – QUENSH MENU (LUL)  
SEPARATE PDF FILE**

**SCHEDULE 8–STRATEGIC LABOUR NEEDS & TRAINING (LUL)**

**SCHEDULE 8 –SLNT(LUL)**

**STRATEGIC LABOUR NEEDS & TRAINING**

## SCHEDULE 8–STRATEGIC LABOUR NEEDS & TRAINING (LUL)

### SECTION 1 Introduction

1.1 Without prejudice to the other provisions in this Agreement relating to Service Provider Personnel, this Schedule sets out the Service Provider’s obligations in respect of:

- a) supporting the TfL Group (and Third Parties nominated by the TfL Group) in the implementation of the Skills and Employment Strategy; and
- b) ensuring that the Service Provider attracts, develops and retains Service Provider personnel with the skills necessary to deliver the services for Total Facilities Management throughout the Contract Term.

1.2 In this Schedule, the following terms shall have the corresponding meanings:

<b>“Apprentice”</b>	means a member of Service Provider personnel who is registered as an apprentice with an industry recognised body;
<b>“Agreed SLNT Plan”</b>	means the Service Provider’s strategic labour needs and training plan set out at Appendix 2 ( <i>Initial/Agreed SLNT Plan</i> ) to this Schedule, to be prepared in accordance with the SLNT Plan Template and Approved by the Authority;
<b>“Initial SLNT Plan”</b>	means the initial strategic labour needs and training plan set out at Appendix 2 ( <i>Initial/Agreed SLNT Plan</i> ), submitted by the Service Provider as part of its Tender and to be agreed between the Parties in accordance with section 2 of this Schedule;
<b>“Periodic SLNT Monitoring Report”</b>	means the report to be prepared by the Service Provider in the form set out at Appendix 3 ( <i>Periodic SLNT Monitoring Report Template</i> ) and submitted to the Authority in accordance with the provisions of section 6 of this Schedule;
<b>“Relevant Employment Vacancy”</b>	means an employment vacancy within the Service Provider’s organisation for a member of Service Provider personnel;
<b>“Skills and Employment Strategy”</b>	means the TfL Group’s ten (10) year skills and employment strategy, as amended from time to time <sup>1</sup> ;
<b>“SLNT Co-ordinator”</b>	has the meaning set out in section 3 of this Schedule;
<b>“SLNTInfraction”</b>	means any breach by the Service Provider of any of its

<sup>1</sup><http://www.tfl.gov.uk/assets/downloads/corporate/Skills-and-employment-strategy-march09.pdf>

## SCHEDULE 8—STRATEGIC LABOUR NEEDS & TRAINING (LUL)

obligations under this Schedule;

- “SLNT Output”** means the minimum number of Apprentice positions or equivalent to be delivered by the Service Provider (either directly through its own personnel and the personnel of its Sub-Contractors) under this Contract, as identified and agreed in the Agreed SLNT Plan;
- “SLNT Plan Template”** means the template for the SLNT Plan set out at Appendix 1 (*SLNT Template*) to this Schedule, to be completed by the Service Provider;
- “Trainee”** means a member of Service Provider personnel who is registered as a trainee with an industry recognised body; and
- “Training Plan”** has the meaning set out in section 4 of this Schedule.

### SECTION 2 Agreed SLNT Plan

- 2.1 Based on the Initial SLNT Plan, the Service Provider shall:
- a) further develop the Initial SLNT Plan to reflect the comments and requirements of the Authority; and
  - b) submit a revised copy of the Initial SLNT Plan to the Authority for Approval during Mobilisation.
- 2.2 If the Initial SLNT Plan is:
- a) approved, it shall be adopted immediately and become the Agreed SLNT Plan; or
  - b) not Approved, the Service Provider shall amend the Initial SLNT Plan and re-submit it to the Authority for approval within the time period agreed in writing between the Parties. If the Authority does not approve the Initial SLNT Plan following its resubmission, the matters preventing such approval shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.3 Without limiting any other provision of this Contract, the Service Provider shall:
- a) comply with provisions of the Agreed SLNT Plan; and
  - b) at no additional cost to the Authority and subject to the provisions of clause 2.4 below, review and amend the Agreed SLNT Plan every twelve (12) Months following the Service Commencement Date or at other times requested by the Authority, to reflect:
    - i good industry practice;
    - ii any changes to the nature of the Services; and
    - iii any amendments proposed by the Authority.
- 2.4 Any changes or amendments to the Agreed SLNT Plan shall not be implemented until approved in writing by the Authority.

### SECTION 3 SLNT Co-ordinator

## **SCHEDULE 8—STRATEGIC LABOUR NEEDS & TRAINING (LUL)**

- 3.1 Within twenty (20) Working Days of the Contract Commencement Date, the Service Provider shall nominate a member of Service Provider Personnel with the necessary skills and authority to:
- a) be responsible for the implementation and on-going development and maintenance of the Agreed SLNT Plan; and
  - b) act as the single point of contact between Authority Personnel on all matters concerning the Agreed SLNT Plan.
- 3.2 The Parties shall add the SLNT Co-ordinator to the list of Service Provider Key Personnel set out Schedule 2b.

### **SECTION 4 Training of Trainees and/or Apprentices**

- 4.1 Within five (5) Working Days of the date of a Trainee's and/or Apprentice's commencement with the Service Provider, the Service Provider shall prepare and complete a written training plan for such member of Service Provider personnel. The Training Plan shall include:
- a) details of the skills and competencies to be developed and acquired by the Trainee and/or Apprentice; and
  - b) the timescales by which the Trainee and/or Apprentice should acquire the defined skills and competencies.
- 4.2 The Service Provider shall:
- a) review and update Training Plans for all Trainees and/or Apprentices each Month; and
  - b) make copies of completed and up to date Training Plans available to Authority for inspection.

### **SECTION 5 Local Community Relations**

- 5.1 The Service Provider acknowledges and accepts that the Authority works closely with Third Party organisations to implement the Skills and Employment Strategy.
- 5.2 Accordingly, the Service Provider shall:
- a) at the time of placing an advertisement for a Relevant Employment Vacancy, notify the Authority (and/or any Third Parties nominated by the Authority) of such advertisement, providing details of the:
    - i Relevant Employment Vacancy;
    - ii date of the advertisement; and
    - iii publication in which the advertisement is scheduled to appear or appeared (as applicable); and
  - b) attend a minimum of two (2) events each year, at a time and location specified by the Authority, to publicise employment and training opportunities arising from the provision of the Services.

### **SECTION 6 Monitoring and Reporting**

- 6.1 Subject to paragraph 6.2 below, the Service Provider shall provide the Authority with a periodic SLNT Monitoring Report a minimum of 5 working

## **SCHEDULE 8—STRATEGIC LABOUR NEEDS & TRAINING (LUL)**

days before the periodic contract monitoring meetings detailing the Service Provider's performance against the Agreed SLNT Plan.

- 6.2 Failure to provide the Authority with a copy of the periodic SLNT Monitoring Report within the timescales set out in clause 6.1 above shall constitute a failure to meet the Acceptable Service Level.
- 6.3 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 1998 (as may be amended) in the:
- a) development and maintenance of Training Plans; and
  - b) collection and reporting of the information to the Authority pursuant to paragraph 6.1 above.

### **SECTION 7 SLNT Infractions**

- 7.1 Failure to:
- a) ensure that each SLNT Output for the monitoring period is delivered in accordance with Agreed SLNT Plan; and/or
  - b) review the Agreed SLNT Plan in accordance with clause 2.3,
- shall constitute a failure to meet the Acceptable Service.

### **SECTION 8 SLNT Audit**

- 8.1 The Authority may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance the provisions of this Schedule.
- 8.2 The Service Provider shall maintain and retain records relating to the Agreed SLNT Plan and its compliance with the provisions of this Schedule for a minimum of seven (7) years.
- 8.3 The Authority shall use reasonable endeavours to co-ordinate such audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider is not, without due cause, disrupted or delayed in the performance of the Service Provider's obligations under this Contract.
- 8.4 The Service Provider shall promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
- a) granting or procuring the grant of access to any:
    - i premises used in the Service Provider's performance of this Contract, whether the Service Provider's own premises or otherwise;
    - ii equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's obligations under this Schedule, wherever situated and whether the Service Provider's own equipment or otherwise; and
  - b) complying with the Authority's reasonable requests for access to senior personnel engaged in the Service Provider's performance of this Contract.

**SCHEDULE 8–STRATEGIC LABOUR NEEDS & TRAINING (LUL)**

**Appendix 1 – SLNT Template**

SLNT Activity Breakdown template

SLNT Category	Priority Activity	Year 1	Year 2	Year 3	Year 4	Year5	Totals	Cross Check	
								SLNT Value	SLNT Totals
<b>Worklessness</b>									
- Apprentices (FTE)	Y							1	
- Job Starts (FTE)	Y							1	
- Placement Positions (Days)	Y							200	
<b>New Entrants</b>									
- Apprentices (FTE)	Y							1	
- Job Starts (FTE)								1	
- Graduates (FTE)								1	
<b>Trainees</b>									
- Placement Positions (Days)								200	
- Taster Positions (Days)								100	
<b>Current Workforce</b>									
- Adult Apprentices (FTE)	Y							1	
- Workforce Skills (Days)								100	
<b>Educational Activities (Days)</b>								50	
							Total SLNT Activity		
							Priority Activities		

SLNT Method Statement template

Title: Delivery against TfL Priorities
Referring to the SLNT Activity Breakdown outlined in Attachment 1, the Tenderer shall describe the activities it will undertake in each of the SLNT areas. This should include:
<ul style="list-style-type: none"> <li>a) The qualifications and training programmes that have been identified;</li> <li>b) Named staff resource that will be deployed to support the activity;</li> <li>c) External funding streams that have been identified to support the activity;</li> <li>d) Assumptions made in proposing the activities; and</li> <li>e) Any input is required from TfL to undertake these activities.</li> </ul>
Any areas that are not proposed for undertaking activity should be left blank.

## SCHEDULE 8—STRATEGIC LABOUR NEEDS & TRAINING (LUL)

Up to [250] words may be used in each of the following boxes.

### **Worklessness**

**Content:**

### **Apprentices**

**Content:**

### **Adult Apprentices**

**Content:**

### **New Entrants (Job Starts and Graduates)**

**Content:**

### **Trainee's (Placement Positions and Taster Positions)**

**Content:**

### **Current Workforce (Workforce Skills)**

**Content:**

### **Schools Engagement Activity**

**Content:**



## SCHEDULE 8–STRATEGIC LABOUR NEEDS & TRAINING (LUL)

### Appendix 2 – Initial/Agreed SLNT Plan

The Initial SLNT Plan provided in the Service Provider’s Tender will be inserted in this Appendix 2. When the content of such plan is Approved by the Authority it shall become the Agreed SLNT Plan and replace the Initial SLNT Plan.

### Appendix 3 – Monthly SLNT Monitoring Report Template

#### SLNT Monitoring Form

Organisation:	
Date:	
Period	

SLNT Category	Priority	Numbers				Additional Detail / Information
		Annual Target	Annual Forecast	Outputs this Month	Outputs to Date	
<b>Worklessness</b>						
- Apprentices (FTE)	Y					
- Job Starts (FTE)	Y					
- Placement Positions (Nos)	Y					
<b>New Entrants</b>						
- Apprentices (FTE)	Y					
- Job Starts (FTE)						
- Graduates (FTE)						
<b>Trainees</b>						
- Placement Positions (Nos)						
- Taster Positions (Nos)						
<b>Current Workforce</b>						
- Adult Apprentices (FTE)	Y					
- Workforce Skills (Days)						
<b>Educational Activities (days)</b>						

<b>Output Summary</b>	
Highlights	
Issues/Concerns	

**SCHEDULE 9 – MOBILISATION TASKS (LUL)**

**SCHEDULE 9 – MOBILISATION TASKS (LUL)**

## SCHEDULE 9 – MOBILISATION TASKS

### LUL Mobilisation Tasks

#### VOLUME 1 CHAPTER 1 – GENERAL MANAGEMENT

No	Sec	Description
1	2.2	verify the accuracy of the contents of Appendix 2 and report any and all discrepancies to the Contract Manager
2	2.6	develop an integrated Health, Safety, Environmental and Quality project plan
3	2.7	shall implement an ISO accredited quality management system
4	3.1.5	develop a call-out procedure, including the use of the out of Core Hours Help Desk
5	3.3.1	establish the contract management team
6	3.3.5	develop a Communications Plan during Mobilisation to define the interface and interactions between the contract management team and the Authority's in-house facilities management team
7	3.3.6	define the overall project structure
8	3.10.1	agree with the Contract Manager the design/style of uniforms to be worn by the Service Provider's staff appropriate to tasks to be performed
9	3.10.2	agree with the Contract Manager a personnel identification badge to be worn on Uniforms
10	3.11.2	review training plan and schedule
11	3.11.4	organise initial training for the Service Provider's staff including specialised Authority training
12	3.13.2	submit a revised copy of the Initial Strategic Labour Needs and Training plan and submit for approval (Schedule 8 2.1 b)
13	4.4	Provide written process for monitoring performance
14	4.5	Agree self monitoring system
15	5.2.9	make arrangements for setting up the Service Provider's offices
16	6.1.2	make arrangements for taking over the existing Technical Library
17	6.2.4	organise induction sessions for sub-contractors
18	6.4.10	ensure that the Help Desk system is fully operational
19	7.1	revise the Business Continuity Plan

**SCHEDULE 9 – MOBILISATION TASKS**  
**LUL Mobilisation Tasks**

No	Sec	Description
20	8.2.1	attend review meetings every week during the first three months of Mobilisation
21	8.2.3	agree with the Contract Manager the content, format and frequency of management information to be provided to the Authority during normal operations to include, but not limited to, data on equipment, staff turnover, environment and health and safety
22	8.2.5	agree a standard agenda for the weekly progress meeting during Mobilisation
23	10.1.1	within one month of the start of Mobilisation agree a handover plan with the incumbent Service Provider and the Contract Manager
24	10.1.2	within two weeks of the Contract Start Date, agree a detailed implementation plan with the Contract Manager
25	10.2.1	finalise any TUPE arrangements if applicable and recruit additional staff as necessary to service the Contract where TUPE does not apply

**VOLUME 1 CHAPTER 2 – PREMISES MANAGEMENT**

No	Sec	Description
1	1.6	carry out an initial review of the FLEPP and individual Premises EPPs
2	1.11	carry out a thorough analysis of all occupational leases under which the leasehold Sites are held and evaluate all impacts/constraints on Service provision

**VOLUME 2 CHAPTER 1 – GENERAL REQUIREMENTS FOR MAINTENANCE**

No	Sec	Description
1	1.3	produce a suitable programme of Planned Preventative Maintenance for each of the areas covered in chapters 2 to 6 of this volume for the approval of the Contract Manager
2	1.22	ensure that all the equipment needed to service the contract is in place by the end of Mobilisation
3	3.6.1	start the preparation of Asset verification and condition reports within a programme agreed with the Contract Manager and update the

**SCHEDULE 9 – MOBILISATION TASKS**  
**LUL Mobilisation Tasks**

No	Sec	Description
		Asset Registers accordingly
4	3.7.1	start the preparation of Asset renewal/upgrade reports within a programme agreed with the Contract Manager
5	4.2	carry out a survey and recommend the optimum stock levels required
6	4.4	create an inventory of stocks

**VOLUME 2 CHAPTER 2 – MECHANICAL & ELECTRICAL MAINTENANCE**

No	Sec	Description
1	1.5.2	carry out 5-yearly Air Conditioning (CIBSE TM44) inspections of all systems over 12.5kw cooling capacity and plan project works to decommission AC equipment that cannot be converted from R22
2	1.7.3	carry out an initial audit of lux levels being achieved by lighting installations and plan any follow up reactive maintenance of systems
3	3.2	develop PPM maintenance regime for M&E in detail for approval by the Contract Manager
4	4.4	log all existing O&M documents, verify their accuracy and submit costed proposals for their update

**VOLUME 2 CHAPTER 3 – FABRIC MAINTENANCE**

No	Sec	Description
1	3.1	develop PPM maintenance regime for fabric Maintenance in detail for approval by the Contract Manager

**VOLUME 2 CHAPTER 4 – FIRE SYSTEMS MAINTENANCE**

No	Sec	Description
1	2.2	develop PPM maintenance regime for fire systems maintenance in detail for approval by the Contract Manager

**SCHEDULE 9 – MOBILISATION TASKS**  
**LUL Mobilisation Tasks**

**VOLUME 2 CHAPTER 5 – LIFT MAINTENANCE**

No	Sec	Description
1	3.2	develop PPM maintenance regime for lift maintenance in detail for approval by the Contract Manager

**VOLUME 2 CHAPTER 6 – SECURITY SYSTEMS MAINTENANCE**

No	Sec	Description
1	2.2	develop PPM maintenance regime for security systems maintenance in detail for approval by the Contract Manager

**VOLUME 2 CHAPTER 7 – STATUTORY COMPLIANCE**

No	Sec	Description
1	3.5	validate and update any diagrammatic / schematic drawings that illustrate any of the Plant, Equipment, and Services included under this Contract relating to statutory compliance
2	3.8	the Service Provider shall agree with the Contract Manager its programme of work in relation to Statutory Compliance

**VOLUME 3 – GROUNDS MAINTENANCE**

No	Sec	Description
1	1.1	develop the grounds maintenance regime in detail and obtain approval for it from the Contract Manager
2	2.2	develop a programme of PPM for grounds maintenance services to the Contract Manager for approval
3	2.5	agree with the Contract Manager any out of Core Hours grounds maintenance service visits

**SCHEDULE 9 – MOBILISATION TASKS**  
**LUL Mobilisation Tasks**

**VOLUME 4 – PEST CONTROL**

No	Sec	Description
1	1.1	develop the pest control regime and obtain approval for it from the Contract Manager
2	3.1	develop for approval by the Contract Manager a 52 week programme of planned pest control tasks
3	9.3	pest control trend data report format agreed with the Contract Manager
4	10.1	a schedule of pest control quality control visits for the Premise(s) shall be submitted and approved by the Contract Manager

**VOLUME 5 CHAPTER 1 GENERAL CLEANING**

No	Sec	Description
1	1.1	develop the cleaning regime in detail and obtain approval for it from the Contract Manager
2	1.4	develop a 52-week programme of cleaning for approval by the Contract Manager

**VOLUME 5 CHAPTER 2 WINDOW CLEANING**

No	Sec	Description
1	1.1	develop the window cleaning regime in detail and obtain approval for it from the Contract Manager
2	1.3	propose and agree with the Contract Manager a 52-week programme of window cleaning

**SCHEDULE 9 – MOBILISATION TASKS**  
**LUL Mobilisation Tasks**

**VOLUME 6 – SAFETY MANAGEMENT**

No	Sec	Description
1	1.5	establish the required safety management regime
2	1.8	agree with the Contract Manager a programme of review, update and development of fire risk assessments
3	1.10	agree with the Contract Manager the format of risk assessments and SSOW
4	1.14	establish Premises specific safety management files
5	2.1	establish during Mobilisation an environmental programme



## SCHEDULE 10 – BASELINE TENDER INFORMATION

1. The call volume advised at tender was 100 for LUL. In the event that the call volume varies significantly for a sustained period of time then this will be reviewed with the Contract Manager and the Service Provider and a course of action will be agreed as appropriate.
2. It is proposed that the scope of services for comprehensive cover as per Schedule 3 Volume 2 Chapter 1 clause 1.13 excludes the following:  
'Faults attributed to misuse, vandalism or criminal damage unless perpetrated by the Service Provider, the Service Provider's sub-contractors or the Service Provider's personnel shall be reimbursable and not included within clause 1.13 schedule 3 volume 2 Chapter 1 of the specification. Such faults shall be rectified by the Service Provider in accordance with the requirements of schedule 3 appendix 1 but shall not be subject to performance measurement as set out in section 4 schedule 3 volume 1 chapter 1 of the specification. The service provider shall inform the Contract Manager immediately of any such faults such that appropriate action can be taken.'

### 3. Due Diligence

(Note at the meeting dated 24/4/2012 it was stated that clause 1.6 under volume 2, chapter 1 General requirements for maintenance covers the due diligence amendments listed below adequately.

- 1.6 *During the first 3 months following the Service Commencement Date, the Service Provider and Contractor shall jointly identify any Assets that are not fit for purpose and agree with the Contract Manager any revised performance parameters that may in the Contract Manager's reasonable opinion be appropriate.*

This clause does not exclude the Service Providers liability for comprehensive cover on these assets therefore we would request that the following clauses are still required.

1.6.1 Items identified as not in a maintainable condition will be excluded from the comprehensive cover until such time as they are brought up to an acceptable condition.

4. The following clause overwrites Schedule B clause 11.3:

11.3 5% year on year cumulative savings mechanism

11.3.1 Vinci will present cumulative saving proposals for agreement by the Authority, at a target level of 5% of the annual Base price for the Year.

11.3.2 Should the proposals be accepted by the Authority a variation will be raised effectively reducing the base price for subsequent years.

11.3.3 The annual base price to be used is that at the commencement date, or anniversary of the commencement date, as adjusted by approved variations identified as relating to cumulative savings, and reductions in contract scope,

11.3.4 For the avoidance of doubt the base price is only to be adjusted by variations identified as cumulative savings proposals and variations removing services or locations from original contract scope. Any other variations adding to the scope are not subject to a 5% reduction.

11.3.6 The principles of Vinci submission in respect of cumulative savings proposals are as indicated in Vinci tender return, Volume 1 Management page 8,

**SCHEDULE 10 – BASELINE TENDER INFORMATION**

reproduced in 11.3.7 below, and approval for proposals of this nature should not be unreasonably withheld.

**11.3.7 Sample savings from tender proposal.**

TfL - Innovation and Continous Improvement Sample Savings						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
1. Hours saved						
1.1. Overtime cost	11,205	(10,404)	(10,512)	(10,824)	(16,896)	(43,036)
2. Clearing time saved to other duties						
2.1. Reduction in hours	42,800	(3,925)	(43,889)	(44,713)	(43,569)	(219,516)
2.2. Savings on other duties						
3. Hours saved						
3.1. Hours saved	21,583	(31,533)	(35,732)	(34,324)	(31,261)	(105,267)
3.2. Hours saved						
Total savings	67,100	(45,602)	(50,033)	(49,921)	(95,550)	(328,006)

- 5. The Authority acknowledges that should London Living Wage be amended then it will reimburse the Service Provider for any resulting increase, including any adjustments required to Supervisor rates to maintain the rate differential. The Service Provider acknowledges that the index adjustment contemplated in Schedule 2B clause 11.2 will not apply where LLW related adjustments have been made

**SCHEDULE 10 – BASELINE TENDER INFORMATION**