

## SCHEDULE 24

### Equality and Diversity

The policies contained within this schedule are TfL policies as referred to in clause 42.1(A)(2) (Compliance with policies).

#### 1. **Compliance**

- 1.1 Without limiting any other provision of this Agreement, the Service Provider shall, in relation to the Services:
  - (A) not unlawfully discriminate; and
  - (B) procure that the Service Provider's Personnel do not unlawfully discriminate, 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.
- 1.2 The Service Provider acknowledges that TfL 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 this Agreement, the Service Provider shall, and shall use reasonable endeavours to procure that its Sub-Contractors shall, assist and co-operate with TfL where possible in satisfying this duty.
- 1.3 The Service Provider acknowledges that TfL is under a duty under section 49A of the Disability Discrimination Act 1995 to have due regard to the need to eliminate unlawful discrimination and harassment of disabled persons, to promote equality of opportunity, take account of disabled persons' disabilities, promote positive attitudes towards and encourage participation by disabled persons. In the performance of this Agreement, the Service Provider shall, and shall use reasonable endeavours to procure that its Sub-Contractors shall, assist and co-operate with TfL where possible in satisfying this duty.
- 1.4 The Service Provider acknowledges that TfL 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 this Agreement, the Service Provider shall, and shall use reasonable endeavours to procure that its Sub-Contractors shall, assist and co-operate with TfL where possible to enable TfL to satisfy its duty.

- 1.5 TfL's workplace harassment policy (the "**Workplace Harassment Policy**") as updated from time to time and notified to the Service Provider requires TfL's own staff and those of its contractors to comply fully with the Workplace Harassment Policy to eradicate harassment in the workplace. The Service Provider shall:
- (A) ensure that its staff, and those of its Sub-Contractors who are engaged in the performance of this Agreement are fully conversant with the requirements of the Workplace Harassment Policy;
  - (B) fully investigate allegations of workplace harassment in accordance with the Workplace Harassment Policy; and
  - (C) ensure that appropriate, effective action is taken where harassment is found to have occurred.

## 2. **Equality Policy**

- 2.1 During the Term, the Service Provider shall comply with the Agreed Equality Policy and shall procure that each of its Sub-Contractors:
- (A) adopts and implements; and
  - (B) in respect of other tiers of sub-contractors beneath the 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 relation to the performance of this Agreement which is at least as extensive in scope as the Agreed Equality Policy.

- 2.2 The Service Provider shall procure that each of its Sub-Contractors:

- (A) provides; and
- (B) in respect of other tiers of sub-contractors beneath the Sub-Contractors which have adopted an equality and diversity policy (whether pursuant to paragraph 2.1 or otherwise), uses reasonable endeavours to procure that each such indirect sub-contractor provide,

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

## 3. **Diversity Training**

- 3.1 During the Term, the Service Provider shall comply with the Agreed Diversity Training Plan in relation to all of its employees and shall procure that each of its Sub-Contractors:
- (A) adopts and implements; and

- (B) in respect of other tiers of sub-contractors beneath the Sub-Contractors, uses reasonable endeavours to procure that those indirect sub-contractors adopt and implement,

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

3.2 The Service Provider shall procure that each of its Sub-Contractors:

- (A) provides; and

- (B) in respect of other tiers of sub-contractors beneath the Sub-Contractors which have adopted a diversity training plan (whether pursuant to paragraph 3.1 or otherwise), use reasonable endeavours to procure that each such indirect sub-contractor provide,

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

4. **Supplier Diversity**

4.1 During the Term, the Service Provider shall at all times comply with the Agreed Supplier Diversity Plan. The Service Provider shall procure that each of its Sub-Contractors:

- (A) adopts and implements; and

- (B) in respect of other tiers of sub-contractors beneath the Sub-Contractors, uses reasonable endeavours to procure that each such indirect sub-contractor adopt and implement,

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

4.2 Where a sub-contractor has, pursuant to paragraph 4.1 or otherwise, adopted a supplier diversity plan, the Service Provider shall procure that each of its Sub-Contractors:

- (A) provides; and

- (B) in respect of other tiers of sub-contractors beneath the Sub-Contractors, uses reasonable endeavours to procure that each such indirect sub-contractor provide,

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

5. **Local Community Relations**

During the Term, and in all dealings with the local communities affected by the provision of the Services, the Service Provider shall comply with the Agreed Communications Plan.

6. **Monitoring And Reporting**

6.1 Subject to paragraph 6.2, the Service Provider shall use reasonable endeavours to provide to TfL on the Effective Date and subsequently every six (6) calendar months from the date of this Agreement (or at such lesser or greater intervals as agreed between TfL and the Service Provider) the following information:

- (A) the proportion of Service Provider employees and, to the extent reasonably possible, the employees of its direct and indirect sub-contractors engaged pursuant to the terms of the relevant sub-contracts in the performance of this Agreement, who are:
  - (1) female;
  - (2) of non-white British origin or who classify themselves as being non-white British;
  - (3) from the local community; and/or
  - (4) disabled; and
- (B) the proportion of its direct and indirect sub-contractors that are SMEs and/or BMEs.

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 paragraph 6.1.

7. **Diversity Infractions**

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

- (A) without prejudice to any other right or remedy it might have under this Agreement, if a Diversity Infraction is committed by the Service Provider then TfL 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 the Diversity Infraction, within thirty (30) calendar 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 Sub-Contractor of the Service Provider, TfL 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 relevant Sub-Contractor ceases committing and remedies the Diversity Infraction within thirty (30) calendar days of receipt by the Service Provider of such notice (or such longer period as may be specified in the notice).

7.2 If the Service Provider fails to procure the remedy of any Diversity Infraction referred to in paragraph 7.1(B), then TfL may serve a further written notice upon the Service Provider and within thirty (30) calendar days of receipt of such further notice (or such longer period as may be specified in the notice), the Service Provider shall terminate the engagement of its Sub-Contractor under the relevant contract with its

Sub-Contractor and procure performance of the affected works or services by another Sub-Contractor which complies with the obligations specified in paragraphs 1 to 6 of this schedule.

**8. Equality and Diversity Audit**

- 8.1 TfL may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with paragraphs 1 to 6 of this schedule. TfL's rights pursuant to this paragraph shall include any and all documents and records of the Service Provider and its Sub-Contractors and, where applicable, subject to the provisions of paragraphs 2 to 4, its indirect sub-contractors and shall include the Minimum Records.
- 8.2 The Service Provider shall, and shall procure that each of its Sub-Contractors and, where applicable subject to the provisions of paragraphs 2 to 4, its indirect sub-contractors, shall maintain and retain the Minimum Records for a minimum of six (6) years with respect to all matters in respect of the performance of paragraphs 1 to 6. The Service Provider shall procure that each Sub-Contract between it and its Sub-Contractors and, where applicable, subject to the provisions of paragraphs 2 to 4, each sub-contract between its 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 TfL substantially equivalent to those granted by the Service Provider pursuant to paragraph 8.1.
- 8.3 TfL 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 and each Sub-Contractor is not, without due cause, disrupted or delayed in the performance of its obligations under this Agreement and/or relevant Sub-Contract (as the case may be).
- 8.4 The Service Provider shall promptly provide, and shall procure that its Sub-Contractors and, where applicable subject to the provisions of paragraphs 2 to 4, its 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 this Agreement or in the 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 paragraphs 1 to 6, wherever situated and whether the Service Provider's own equipment or otherwise; and
  - (C) complying with TfL's reasonable requests for access to senior personnel engaged in the Service Provider's performance of this Agreement or the relevant sub-contractor's performance of its sub-contract.

**APPENDIX 1 TO SCHEDULE 24**

**Agreed Equality Policy**

***[Information Redacted]***

**APPENDIX 2 TO SCHEDULE 24**

**Agreed Diversity Training Plan**

***[Information Redacted]***

**APPENDIX 3 TO SCHEDULE 24**  
**Agreed Supplier Diversity Plan**

*[Information Redacted]*

**APPENDIX 4 TO SCHEDULE 24**

**Agreed Communications Plan**

*[Information Redacted]*