



Contract Reference Number: GLA 82763 - Workforce
Integration Network

Date: 22/10/2025

Contract for Services

between

GLA

and

The Good People Business Ltd

Version: Generic November 2024

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THIS CONTRACT is made the day of 2025

BETWEEN:

- (1) The Greater London Authority of City Hall, Kamal Chunchie Way, London E16 1ZE City Hall, Queen's Walk, London, SE1 2AA ("**the Authority**"); and
- (2) The Good People Business Ltd, a company registered in England and Wales (**07447400**) whose registered office is at 14th Floor, 33 Cavendish Square, London W1G 0PW ("the Service Provider").

RECITALS:

- A. This procurement supports the Workforce Integration Network's initiative to enhance employment services delivered by community organisations across London. The goal is to help the Greater London Authority (GLA) identify effective ways to assist these organisations, thereby improving employment outcomes for Londoners
- 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. Definitions and Interpretation

In the Contract (including the Recitals):

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

"Affected Party"	has the meaning given to it in Clause 27.3;
"Authority Assets"	means any assets (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the Authority Group;
"Authority Group"	shall mean where the Authority is: <ol style="list-style-type: none">(a) TfL, TfL in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to

any “**member of the Authority Group**” shall refer to TfL or any such subsidiary; and

- (b) the Greater London Authority (GLA), the GLA, TfL, the Mayor’s Office for Policing and Crime, the London Fire Commissioner, London Legacy Development Corporation and the Old Oak and Park Royal Development Corporation (“**Functional Bodies**”) each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any “**member of the Authority Group**” shall refer to the GLA, any Functional Body or any such subsidiary;

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

“Business Day” any day excluding Saturdays, Sundays or public or bank holidays in England;

“Cessation Plan” a plan agreed between the Parties or determined by the Authority pursuant to Clauses 29.1 to 29.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 29.6 to 29.10 (inclusive) to give effect to a Public Procurement Termination Event;

“Charges” 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 Clause 27.6 or Clause 32;

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

“Contract”	this contract, including the Schedules and all other documents referred to in this contract;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Contract Information”	(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 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
“Contract Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Data Protection Legislation”	means: <ul style="list-style-type: none"> (a) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; (b) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
“Declaration of Ineffectiveness”	a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016;
“Electronic Invoicing Platform”	the Authority’s invoicing platform for the submission and receipt of electronic invoices;
“Electronic Procure-to-Pay (eP2P) Vendor Handbook”	the handbook setting out the system, format, file requirements and steps for registering to use and using the Electronic Invoicing Platform as updated from time to time, a copy of which can be downloaded from the following link- https://tfl.gov.uk/corporate/publications-and-reports/procurement-information#on-this-page-5 ;
“Force Majeure Event”	any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of

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

“Holding Company”

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

“Insolvency Event”

any of the following:

- (a) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;
- (c) the Service Provider applying to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986;
- (d) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (e) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (f) being an individual or firm, the Service Provider becoming bankrupt or dying;

- (g) being an individual or firm, the Service Provider's financial position deteriorating so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract are in jeopardy; or
- (h) any similar event to those in (a) to (g) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

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

“Key Personnel”

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

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;

“Milestone”

an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;

“Parties”

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

“PDF Invoices”

invoices in PDF (portable document format) format;

“Personal Data”

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

“Processing”	has the meaning given to it in the Data Protection Legislation;
“Procurement Manager”	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
“Project Plan”	the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
“Public Procurement Termination Event”	has the meaning given to it in Clause 29.7;
“Public Procurement Termination Grounds”	any one or more of the grounds described either in Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016;
“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;
“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
“Service Provider’s Personnel”	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”	<p>(a) subject to Clause 27.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 32; and</p> <p>(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;</p>

“Specification”	the specification and other requirements set out in Schedule 3;
“Supply Chain Finance Option”	has the meaning given to it in paragraph 1 of Part 2 of Schedule 6;
“Term”	the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
“TfL”	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
“Transparency Commitment”	means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments;
“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:
 - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or

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

2. Commencement and Duration

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

3. The Services

3.1 The Service Provider:

- 3.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;
- 3.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;
- 3.1.3 shall neither be entitled to any 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;
 - 3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
 - 3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.
- 3.4 Where in the reasonable opinion of the Authority the Service Provider has failed to provide the Services or any part of them in accordance with the Contract, the Service Provider shall, without prejudice to any of the Authority's other rights, re-perform the Services or part thereof as requested by the Authority at no additional cost and within such period of time as reasonably specified by the Authority.
- 3.5 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.
- 3.6 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.
- 3.7 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.
- 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 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.¹

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 1; 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:

5.2.1 PDF Invoices via email to the email address set out in Schedule 1 and shall ensure that each PDF Invoice has a unique file reference and be a separate PDF file; or

5.2.2 electronic invoices via the Electronic Invoicing Platform and in compliance with the Electronic Procure-to-Pay (eP2P) Vendor Handbook; and

each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT, the Authority's name and address and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment. PDF Invoices, which are sent to the Authority via email, are taken to have been received at the time of transmission. Electronic invoices are taken to have been received at the time when they are transmitted to the Authority via the Electronic Invoicing Platform.

- 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 The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 5, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:

¹ As of 1 March 2021, additional provisions may be required if the VAT reverse charge applies to certain Services which are classified as construction services under the Construction Industry Scheme and where TfL is not the End User. Please refer to Commercial Technical Bulletin, Issue 67 (11.09.19) for an overview of the VAT reverse charge and its application, and consult with the Governance and Best Practice team for guidance in the first instance. For Contracts requiring additional provisions, please consult with TfL Legal for the appropriate drafting.

- 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 1;
- 5.4.2 not been calculated correctly 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.

The Authority shall not be entitled to treat any properly submitted invoice as disputed or incorrect solely due to its own undue delay in considering and verifying it.

- 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 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 18, 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.
- 5.6 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.
- 5.7 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

6. Warranties and Obligations

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

6.1.1 the Service Provider:

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

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

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

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

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

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

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

7. Operational Management

7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract.

7.2 The Service Provider shall deal with the Contract Manager (or their nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:

7.2.1 variations to the Contract;

7.2.2 any matter concerning the terms of the Contract; and

7.2.3 any financial matter (including any issues in Schedule 4),

which shall be referred to the Procurement Manager.

7.3 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no 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 Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.

8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.

8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).

8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.

8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer in relation

to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.

- 8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.
- 8.8 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.

9. Sub-Contracting and Change of Ownership

- 9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority, which may be refused or granted subject to such conditions as the Authority sees fit.
- 9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
 - 9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;
 - 9.2.2 be responsible for payments to that person;
 - 9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;
 - 9.2.4 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify the Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;
 - 9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);

- 9.2.6 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;
- 9.2.7 include a term in each sub-contract (of any tier):
 - 9.2.7.1 requiring payment to be made by the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements;
 - 9.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements;
 - 9.2.7.3 entitling the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and
 - 9.2.7.4 a requirement that the sub-contractor includes a provision having the same effect as Clause 9.2.7.3 above in any sub-contract it awards.
- 9.3 The Service Provider shall give notice to the Authority within 10 Business Days where:
 - 9.3.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and
 - 9.3.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company; and
 - 9.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

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

10. Conflict of Interest

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

11. Access to Premises and Assets

- 11.1 Subject to Clause 8.4 any access to either or both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:
- 11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;
 - 11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;
 - 11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;
 - 11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;
 - 11.1.5 not damage the Authority Premises or any assets on Authority Premises; and
 - 11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all

Authority Assets used by the Service Provider or the Service Provider's Personnel in the performance of the Services.

11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.

11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

12. **Compliance with Policies and Law**

12.1 The Service Provider, at no additional cost to the Authority:

12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services (as updated from time to time), including:

12.1.1.1 where the GLA is the Authority, the Authority's Dignity at Work policy and the GLA's Code of Ethics; and

12.1.1.2 where TfL is the Authority, TfL's workplace harassment policy and TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk); and

12.1.1.3 the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol, guidance on sexual harassment and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems.

The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;

12.1.2 shall provide the Services in compliance with and shall ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either or both of the Service Provider's or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;

- 12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 12.1.4 acknowledges that the Authority is under a duty:
 - 12.1.4.1 under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a “**Relevant Protected Characteristic**”) (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it; and
 - 12.1.4.2 under section 40A of the Equality Act 2010 to take reasonable steps to prevent sexual harassment of its employees in the course of their employment,and in providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying these duties;
- 12.1.5 shall provide the Services in such a manner as to:
 - 12.1.5.1 where possible, 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 sexual harassment; and
 - 12.1.5.3 where possible, promote good relations between persons of different racial groups, religious beliefs and sexual orientation;
- 12.1.6 where the GLA is the Authority the Service Provider shall:
 - 12.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority’s duties referred to in Clauses 12.1.4 - 12.1.5 as are relevant to the Contract and the Service Provider’s activities;
 - 12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4 - 12.1.5;
 - 12.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4 - 12.1.5;

- 12.1.6.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Clause 12.1.6 as if the sub-contractor were in the position of the Service Provider;
 - 12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and cooperate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and
 - 12.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.
- 12.1.7 without prejudice to any other provision of this Clause 12.1 or the Schedules, where TfL is the Authority, comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.7, "**Traffic Manager**" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;
- 12.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;
- 12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010, the Criminal Finances Act 2017 and any guidance issued by the Secretary of State under it; and
- 12.1.10 where applicable to the Service Provider and without limiting the generality of Clause 12.1.2, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

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

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

- 12.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
- 12.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;
- 12.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
- 12.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

Work Related Road Risk

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

“Alternative Scheme”	has the meaning given to it in Clause 12.4.1;
“Approved Progressive Driver Training”	an ongoing programme of Drivers’ training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment consistent with the FORS Standard accreditation level required by clause 12.4.3 for the value of the Contract;
“Category M Vehicle”	a power-driven vehicle having at least four wheels and designed for the carriage of passengers;
“Category N1 Vehicle”	a vehicle with an MAM not exceeding 3,500 kilograms but not including Category M Vehicles;
“Category N2 HGV”	a vehicle with an MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms and not including Category M Vehicles;
“Category N3 HGV”	a vehicle with an MAM exceeding 12,000 kilograms but not including Category M Vehicles;
“CLOCS Standard”	the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles,

	drivers and construction sites; further information can be found at: www.clocs.org.uk ;
“Collision Report”	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
“Delivery and Servicing Vehicle”	an HGV or a Category N1 Vehicle;
“Driver”	any employee of the Service Provider (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;
“DVLA”	Driver and Vehicle Licensing Agency;
“Direct Vision Standard” or “DVS”	Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk ;
“DVS Schedule”	the Heavy Goods Vehicle Direct Vision Standard Schedule attached to this Contract;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk ;
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk ;

“HGV”	a vehicle with a MAM exceeding 3,500 kilograms but not including Category M Vehicles;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while the vehicle is used on the road;
“Silver Accreditation”	the second highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk ;
“Supply Chain”	any sub-contractors or sub-consultants of whatever tier beneath the Service Provider and appointed in relation to the Services; and
“WRRR Self-Certification Report”	has the meaning given to it in Clause 12.10.

Fleet Operator Recognition Scheme Accreditation

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

- 12.4.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the **“Alternative Scheme”**); and
- 12.4.2 (unless already accredited to the required accreditation within the FORS Standard for the value of the contract as set out in clause 12.4.3 below) have attained the accreditation in relation to the corresponding contract value shown at clause 12.4.3 below.
- 12.4.3 The required FORS Standard accreditation corresponding to the relevant contract value:

Value of contract with the Authority	Required standard	
One million pounds sterling or less (≤ £1,000,000)	For the Service Provider	Silver Accreditation (or higher) or the equivalent standard within the Alternative Scheme
	For the Supply Chain	Silver Accreditation (or higher) or the equivalent

		standard (or higher) within the Alternative Scheme
Over one million pounds sterling (>£1,000,000)	For the Service Provider	Gold Accreditation or the equivalent standard within the Alternative Scheme
	For the Supply Chain	Silver Accreditation (or higher) or the equivalent standard (or higher) within the Alternative Scheme

- 12.4.4 The Service Provider shall maintain the relevant standard set out at clause 12.4.3 above (or the equivalent standard within the Alternative Scheme) by way of an annual independent audit in accordance with the relevant accreditation within the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme.
- 12.4.5 The Service Provider shall procure that its Supply Chain maintain the relevant standard set out at clause 12.4.3 above (or the equivalent standard within the Alternative Scheme) by way of an annual independent audit in accordance with the relevant accreditation within the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme.

Safety Features on HGVs

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

Construction Logistics and Community Safety (CLOCS)

- 12.6 Where applicable, for contracts exceeding a value of one million pounds sterling (>£1,000,000):
- 12.6.1 the Service Provider shall comply with the CLOCS Standard; and
 - 12.6.2 the Service Provider shall ensure that the conditions at all sites and locations where:
 - 12.6.2.1 the Services are being delivered; or
 - 12.6.2.2 in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,
 - 12.6.3 are appropriate for each Delivery and Servicing Vehicle being used in the provision of the Services.

Direct Vision Standard (DVS)

12.7 Where applicable, for contracts exceeding a value of one million pounds sterling (>£1,000,000) where the duration will exceed 12 months and a significant amount of the work will be conducted within the GLA boundaries:

12.7.1 the Service Provider shall comply with the DVS Schedule; and

12.7.2 the Service Provider shall ensure that all Category N3 HGVs used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating.

Driver Training

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

Collision Reporting

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

Self-Certification of Compliance

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

Obligations of the Service Provider Regarding Sub-contractors

12.11 The Service Provider shall procure that those members of the Supply Chain who operate Category N1 Vehicles, Category N2 HGVs and/or Category N3 HGVs to provide the Services comply with the corresponding provisions of this Contract:

12.11.1 Clauses 12.6, 12.8, 12.9, 12.10; and

12.11.2 for Category N2 HGVs – Clause 12.5; and

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

as if those members of the Supply Chain were a party to this Contract.

Failure to Comply

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

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

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

13. London Living Wage

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

“CCSL” the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;

“London Living Wage” the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk);

“Subcontractor” a sub-contractor (of any tier) of the Service Provider.

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

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

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

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

- 13.2.1.2 on the Authority's estate including (without limitation) premises and land owned or occupied by the Authority,
be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;
- 13.2.2 ensure that none of:
 - 13.2.2.1 its employees; nor
 - 13.2.2.2 the employees of its Sub-contractors,
engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;
- 13.2.3 provide to the Authority such information concerning the London Living Wage as the Authority or its nominees may reasonably require from time to time, including (without limitation):
 - 13.2.3.1 all information necessary for the Authority to confirm that the Service Provider is complying with its obligations under Clause 13; and
 - 13.2.3.2 reasonable evidence that Clause 13 has been implemented;
- 13.2.4 disseminate on behalf of the Authority to:
 - 13.2.4.1 its employees; and
 - 13.2.4.2 the employees of its Sub-contractors,
engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and
- 13.2.5 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):
 - 13.2.5.1 allowing the CCSL to contact and meet with the Service Provider's employees and any trade unions representing the Service Provider's employees;
 - 13.2.5.2 procuring that the Service Provider's Sub-contractors allow the CCSL to contact and meet with the Subcontractors' employees and any trade unions representing the Sub-contractors' employees,

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

13.3 For the avoidance of doubt the Service Provider shall:

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

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

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

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

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

14. **Corrupt Gifts and Payment of Commission**

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

15. **Equipment**

15.1 Risk in:

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

15.1.2 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 Authority Premises.

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

16. **Quality and Best Value**

- 16.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.
- 16.2 Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

17. **Records, Audit and Inspection**

- 17.1 The Service Provider shall, and shall procure that its sub-contractors shall:
- 17.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and
 - 17.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in Data Protection Legislation) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").
- 17.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 12.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

18. **Set-Off**

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract or under any other contract with any member of the Authority Group may recover such amount as a debt.

19. Indemnity

- 19.1 Subject to Clause 19.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider's Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).
- 19.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

20. Insurance

- 20.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of not less than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services (the "**Insurances**") and will ensure that the Authority's interest is noted on each and every policy or that any public liability, product liability or employer's liability insurance includes an Indemnity to Principal clause:
- 20.1.1 public liability to cover injury and loss to third parties;
 - 20.1.2 insurance to cover the loss or damage to any item related to the Services;
 - 20.1.3 product liability; and
 - 20.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 20.1.1 or, if applicable, the product liability insurance referred to in Clause 20.1.3. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.
- 20.2 The insurance cover will be maintained with a reputable insurer.
- 20.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 20.1 and payment of all premiums due on each policy.

20.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 20.1 being or becoming void, voidable or unenforceable.

20.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

21. The Authority's Data

21.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.

21.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

22. Intellectual Property Rights

22.1 The Service Provider hereby 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.

22.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.

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

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

23. Privacy, Data Protection and Cyber Security

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

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

24. **Confidentiality and Announcements**

24.1 Subject to Clause 25, the Service Provider will keep confidential:

24.1.1 the terms of this Contract; and

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

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

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

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

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

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

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

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

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

25. **Freedom of Information and Transparency**

25.1 For the purposes of this Clause 25:

25.1.1 **"FOI Legislation"** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department

- for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;
- 25.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and
- 25.1.3 **“Information Access Request”** means a request for any Information under the FOI Legislation.
- 25.2 The Service Provider acknowledges that the Authority:
- 25.2.1 is subject to the FOI Legislation and agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and
- 25.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.
- 25.3 Without prejudice to the generality of Clause 25.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:
- 25.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and
- 25.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.
- 25.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.
- 25.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 25.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 24.1 and Clause 25, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 25.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the

Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.

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

26. **Dispute Resolution**

- 26.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.
- 26.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 26.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.
- 26.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 26.5 Where a dispute is referred to mediation under Clause 26.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 26.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 26.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 41.
- 26.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 26.

26.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 26 and Clause 26 shall not apply in respect of any circumstances where such remedies are sought.

27. Breach and Termination of Contract

27.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:

27.1.1 In addition and without prejudice to Clauses 27.1.2 to 27.1.6 (inclusive), the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;

27.1.2 the Service Provider is subject to an Insolvency Event;

27.1.3 in the event that there is a change of ownership referred to in Clause 9.3 or the Service Provider is in breach of Clause 9.3;

27.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;

27.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery or other offence described in the Bribery Act 2010 and/or the Criminal Finances Act 2017; or

27.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or

27.1.7 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law.

27.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 27.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.

- 27.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 27.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 27.4 Without prejudice to the Authority's right to terminate the Contract under Clause 27.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 27.4 may be disapplied by notice to that effect in Schedule 1.
- 27.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 27.1, 27.4 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 29.
- 27.6 To the extent that the Authority has a right to terminate the Contract under this Clause 27 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

28. **Consequences of Termination or Expiry**

- 28.1 Notwithstanding the provisions of Clause 24, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.
- 28.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
- 28.3 Upon expiry or termination of the Contract (howsoever caused):

- 28.3.1 the Service Provider shall, at no further cost to the Authority:
- 28.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and
 - 28.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.
- 28.3.2 the Authority shall (subject to Clauses 18, 28.1 and 28.4 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.
- 28.4 On termination of all or any part of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and (save where terminated under Clause 27.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.
- 29. Declaration of Ineffectiveness and Public Procurement Termination Event**
- 29.1 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 28 and Clauses 29.1, 29.2, 29.4 to 29.6 (inclusive) and 29.12 shall apply as from the time when the Declaration of Ineffectiveness is made.
- 29.2 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 in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 29.1 to 29.6 inclusive.
- 29.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 29.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from the Authority, 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:

29.3.1 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

29.3.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 29.2 to 29.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.

29.4 Where there is any conflict or discrepancy between the provisions of Clause 28 and Clauses 29.2 to 29.6 (inclusive) and 29.12 or the Cessation Plan, the provisions of these Clauses 29.2 to 29.6 (inclusive) and 29.12 and the Cessation Plan shall prevail.

29.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the Authority) in the event that a Declaration of Ineffectiveness is made.

29.6 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 any Declaration of Ineffectiveness.

29.7 Without prejudice to the Authority's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016, in the event that the Authority exercises its right to terminate pursuant to this Clause 29.7 (a "**Public Procurement Termination Event**"), the Authority shall promptly notify the Service Provider and the Parties agree that:

29.7.1 the provisions of Clause 28 and these Clauses 29.7 to 29.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and

29.7.2 if there is any conflict or discrepancy between the provisions of Clause 28 and these Clauses 29.7 to 29.12 or the Cessation Plan, the provisions of these Clauses 29.7 to 29.12 and the Cessation Plan shall prevail.

29.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination

Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 29.7 to 29.11 inclusive.

29.9 As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, 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:

29.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and

29.9.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of these Clauses 29.7 to 29.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.

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

29.11 The Authority shall pay the Service 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 as a result of Public Procurement Termination Grounds.

29.12 For the avoidance of doubt, the provisions of this Clause 29 (and applicable definitions) shall survive any termination of the Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

30. **Survival**

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

31. **Rights of Third Parties**

31.1 Save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**Third Party Act**"), the Parties do not intend that any of the terms of the

Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

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

32. Contract Variation

Save where the Authority may require an amendment to the Services and/or this Contract is amended pursuant to the Service Provider's exercise of any Supply Chain Finance Option, the Contract may only be varied or amended with the written agreement of both Parties. Save for any variations or amendments to reflect the Service Provider's exercise of any Supply Chain Finance Option (the mechanism for which is set out at Part 2 of Schedule 6) 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 Part 1 of Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

33. Novation

- 33.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).
- 33.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.
- 33.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

34. Non-Waiver of Rights

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

35. Illegality and Severability

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

accomplishment of the purpose of the Contract, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

36. Notices

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

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

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

37. Entire Agreement

37.1 Subject to Clause 37.2:

37.1.1 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

37.1.2 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.

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

38. 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.

39. 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.

40. 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.

41. Governing Law

- 41.1 The Contract shall be governed by and construed in accordance with the law of England and Wales.
- 41.2 Without prejudice to Clause 26, the courts of England and Wales will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract.
- 41.3 Either Party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.
- 41.4 Subject to Clause 41.3, each Party waives any objection to, and submits to, the jurisdiction of the courts of England and Wales. Each Party agrees that a judgment or order of any such court is binding upon it and may be enforced against it in the courts of England and Wales or any other jurisdiction.

SCHEDULE 1

KEY CONTRACT INFORMATION

42. **Contract Reference Number:** GLA 82763 – Workforce Integration Network
43. **Name of Service Provider:** The Good People Business Ltd
44. **Commencement:**
- (a) **Contract Commencement Date:** 24th October 2025
- (b) **Service Commencement Date:** 24th October 2025
45. **Duration/Expiry Date:** 30th September 2026
46. **Optional Extension Provision of up to 8 months**
47. **Payment (see Clauses 5.1 and 5.4):**

Clause 5.1

Milestones	Milestone payment percentage	Date for milestone to be completed
Delivery starts <ul style="list-style-type: none"> Kick off meeting occurs Detailed service delivery plan with timelines provided and signed off by GLA Systems for undertaking job-matching services are set up and go live 	20%	21/11/2025
<ul style="list-style-type: none"> 80 eligible employers onboarded to the service with each providing vacancies collated by broker and provided to CBOs Delivery of at least two 1-1 coaching sessions for each CBO, and/or one 	20%	15/12/2025

group workshop for CBOs		
<ul style="list-style-type: none"> • 160 eligible employers onboarded to the service with each providing vacancies collated by broker and provided to CBOs • Delivery of one job fair or programme event 	25%	15/02/2026
<ul style="list-style-type: none"> • 200 eligible employers onboarded to the service with each providing vacancies collated by broker and provided to CBOs • Delivery of at least four 1-1 coaching sessions for each CBO, and/or two group workshops for CBOs • Interim report delivered 	25%	31/03/2026
<ul style="list-style-type: none"> • Delivery of two job fairs or related event • Final report delivered 	10%	31/05/2026

Clause 5.4

Payment shall be made within 30 days of receipt of invoices.

48. Email address where PDF Invoices shall be sent:

invoices@tfl.gov.uk

Invoices should be addressed to:

Greater London Authority

Accounts Payable

P.O. Box 45276

14 Pier Walk, North Greenwich, London, SE10 1AJ

All invoices must have GLA Contract Reference Number, Purchase Order number, GLA Contact name, a separate calculation of VAT and a brief description of the Services provided.

49. **Time for payment where not 30 days (see Clause 5.4):**

50. **Details of the Authority's Contract Manager**

Name: [REDACTED]

Address: GLA, City Hall, Kamal Churchie Way, London E16 1ZE

Tel: [REDACTED]

Email: [REDACTED]

Details of the Authority's Procurement Manager

Name: [REDACTED]

Address: TfL, Palestra House, 197 Blackfriars Road, London, SE1 8NJ

Email: [REDACTED]

51. **Service Provider's Key Personnel: – TBC at contract award**

Name & Position	Contact Details	Area of Responsibility
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]

52. **Notice period in accordance with Clause 27.4 (termination without cause):**

90 days unless an alternative is listed here *[insert alternative if needed]*
[if appropriate, write "Clause 27.4 does not apply" and delete the 90 day reference]

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

For the Authority: [REDACTED] [REDACTED], The Greater London Authority of City Hall, Kamal Chunchie Way, London E16 1ZE City Hall, Queen's Walk, London, SE1 2AA

For the attention of: [REDACTED], GoodPeople, The Exchange, Somerset House, Strand, London WC2R 1LA

For the Service Provider:

- 54. **Office facilities to be provided to the Service Provider in accordance with Clause 11.3:** *[Need to be clear about any telephony, IT etc.]*

- 55. **Training to be provided by the Service Provider in accordance with Clause 8.8:**

SCHEDULE 2

SPECIAL CONDITIONS OF CONTRACT

A1 Privacy and Data Protection

For the purposes of this Clause A1, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Authority Personal Data”	Personal Data and/or Sensitive Personal Data Processed by the Service Provider or any sub-contractor on behalf of the Authority, pursuant to or in connection with this Contract;
“Data Controller”	has the meaning given to it in Data Protection Legislation;
“Data Processor”	has the meaning given to it in Data Protection Legislation;
“Data Protection Impact Assessment”	an assessment by the Data Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Legislation”	means: (a) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; (b) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
“Data Subject”	has the meaning given to it in Data Protection Legislation;
“Personal Data”	has the meaning given to it in Data Protection Legislation;
“Processing”	has the meaning given to it in Data Protection Legislation and “ Process ” and “ Processed ” will be construed accordingly;

“Restricted Countries”	any country outside the European Economic Area other than the UK following withdrawal from the European Union;
“Sensitive Personal Data”	sensitive or special categories of Personal Data (as defined in Data Protection Legislation) which is Processed pursuant to or in connection with this Contract; and
“Subject Request”	a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision making including profiling.

A1.1 With respect to the Parties' rights and obligations under the Contract, the Parties acknowledge that the Authority is a Data Controller solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed, and that the Service Provider is a Data Processor.

A1.2 Details of the Authority Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:

A1.2.1 The Authority Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subject:

- Employees
- Subscribers
- Users

A1.2.2 The Authority Personal Data to be Processed includes the following types of Personal Data and/or Sensitive Personal Data:

- Names
- Email addresses
- Telephone numbers
- Postal addresses
- Employment information

A1.2.3 The Authority Personal Data is to be Processed for the following purpose(s):

- Public task

A1.2.5 The subject matter of the Authority Personal Data to be Processed is:

The processing is necessary to ensure that the Service Provider can effectively deliver the Contract to provide brokerage services for the GLA's Inclusive Talent Brokerage Programme.

A1.2.6 The duration of the Processing shall be:

20th October 2025 to 30th September 2026

A1.2.7 The nature of the Processing is:

- Collection
- Organisation
- Storage
- Retrieval
- Use

A1.3 Without prejudice to the generality of Clause 23, the Service Provider shall:

A1.3.1 process the Authority Personal Data only in accordance with written instructions from the Authority to perform its obligations under the Contract;

A1.3.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

A1.3.3 notify the Authority without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by the Authority is incompatible with any obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

A1.3.4 maintain, and make available to the Authority on its request, documentation which describes the Processing operations for which it is responsible under this Contract including:

A1.3.4.1 the purposes for which Authority Personal Data is Processed;

A1.3.4.2 the types of Personal Data and categories of Data Subject involved;

- A1.3.4.3 the source(s) of the Personal Data;
- A1.3.4.4 any recipients of the Personal Data;
- A1.3.4.5 the location(s) of any overseas Processing of Authority Personal Data;
- A1.3.4.6 retention periods for different types of Authority Personal Data; and
- A1.3.4.7 where possible a general description of the security measures in place to protect Authority Personal Data;
- A1.3.5 where requested to do so by the Authority, assist the Authority in carrying out a Data Protection Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation);
- A1.3.6 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, take appropriate technical and organisational security measures which are appropriate to protect against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Authority Personal Data which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the measures);
- A1.3.7 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, 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 Clauses A1.3.6 and A1.3.8, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Service Provider itself or the Authority;
- A1.3.8 notify the Authority without undue delay and in any event within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of this Clause A1, including the unauthorised or unlawful Processing of Authority Personal Data, or its accidental loss, destruction or damage;
- A1.3.9 having notified the Authority of a breach in accordance with Clause A1.3.8, keep the Authority properly and regularly informed in writing until the breach has been resolved to the satisfaction of the Authority;

- A1.3.10 fully cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Contract, in relation to compliance with Data Protection Legislation or in relation to any actual or suspected breach), whether by the Authority (or any agent acting on its behalf), any relevant regulatory body, including the Information Commissioner, the police and any other statutory law enforcement agency, and shall do so both during the Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);
- A1.3.11 notify the Authority within two (2) Business Days if it, or any sub-contractor, receives:
- A1.3.11.1 from a Data Subject (or third party on their behalf):
 - A1.3.11.1.1 a Subject Request (or purported Subject Request); or
 - A1.3.11.1.2 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation;
 - A1.3.11.2 any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data; or
 - A1.3.11.3 a request from any third party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by law;
- A1.3.12 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause A1.3.11, including by promptly providing:
- A1.3.12.1 the Authority with full details and copies of the complaint, communication or request; and
 - A1.3.12.2 where applicable, such assistance as is reasonably requested by the Authority to enable it to comply with the Subject Request within the relevant timescales set out in Data Protection Legislation;
- A1.3.13 when notified in writing by the Authority, supply a copy of, or information about, any 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 two (2) Business Days from the date of the request;

- A1.3.14 when notified in writing 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; and
 - A1.3.15 if required to do so by Data Protection Legislation, appoint a designated Data Protection Officer.
- A1.4 The Service Provider shall not share Authority Personal Data with any sub-contractor without prior written consent from the Authority. The Service Provider shall provide the Authority with such information regarding the proposed sub-contractor as the Authority may reasonably require. The Service Provider shall only share Authority Personal Data with a sub-contractor where there is a written contract in place between the Service Provider and the sub-contractor which requires the sub-contractor to:
- A1.4.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider; and
 - A1.4.2 comply with the same obligations which the Service Provider is required to comply with under this Clause A1 (and in particular Clauses 12.1, 17.1, 17.2, 19.1, 21.2, 23 and 24).
- A1.5 The Service Provider shall, and shall procure that any sub-contractor shall:
- A1.5.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider and as reasonably necessary to perform the Contract in accordance with its terms;
 - A1.5.2 not Process Authority Personal Data for any other purposes (in whole or part) and specifically, but without limitation, reproduce or refer to it in training materials, training courses, commercial discussions and negotiations with third parties or in relation to proposals or tenders with the Authority;
 - A1.5.3 not Process Authority Personal Data in such a way as to:
 - A1.5.3.1 place the Authority in breach of Data Protection Legislation;
 - A1.5.3.2 expose the Authority to the risk of actual or potential liability to the Information Commissioner or Data Subjects;

- A1.5.3.3 expose the Authority to reputational damage including adverse publicity;
 - A1.5.4 not allow Service Provider's Personnel to access Authority Personal Data unless such access is necessary in connection with the provision of the Services;
 - A1.5.5 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can access Authority Personal Data;
 - A1.5.6 ensure that all Service Provider's Personnel who can access Authority Personal Data:
 - A1.5.6.1 are informed of its confidential nature;
 - A1.5.6.2 are made subject to an explicit duty of confidence;
 - A1.5.6.3 understand and comply with any relevant obligations created by either this Contract or Data Protection Legislation; and
 - A1.5.6.4 receive adequate training in relation to the use, care, protection and handling of Personal Data on an annual basis.
 - A1.5.7 not disclose or transfer Authority Personal Data to any third party without the Service Provider having obtained the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Contract);
 - A1.5.8 without prejudice to Clause A1.3.6, 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; and
 - A1.5.9 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided by the Authority to the Service Provider from time to time.
- A1.6 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Authority Personal Data in or to any Restricted Countries without prior written consent from the Authority (which consent may be subject to additional conditions imposed by the Authority).
- A1.7 If, after the Service Commencement Date, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:

- A1.7.1 the Service Provider shall submit a written request to the Authority setting out details of the following:
 - A1.7.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;
 - A1.7.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in;
 - A1.7.1.3 any sub-contractors or other third parties who will be Processing and/or receiving Authority Personal Data in Restricted Countries;
 - A1.7.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;
- A1.7.2 in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;
- A1.7.3 the Service Provider shall comply with any written instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:
 - A1.7.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Contract or a separate data processing agreement between the Parties; and
 - A1.7.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into a data processing agreement with the Service Provider on terms which are equivalent to those agreed between the Authority and the Service Provider in connection with the Processing of Authority Personal Data in (and/or transfer of Authority Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in A1.7.3.1.

- A1.8 The Service Provider and any sub-contractor (if any), acknowledge:
- A1.8.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Authority's written instructions and the Contract;
 - A1.8.2 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;
 - A1.8.3 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;
 - A1.8.4 notwithstanding Clause 27.1.1, if the Service Provider has committed a material breach under Clause A1.8.3 on two or more separate occasions, the Authority may at its option:
 - A1.8.4.1 exercise its step in rights pursuant to Clause A16;
 - A1.8.4.2 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
 - A1.8.4.3 terminate the Contract in whole or part with immediate written notice to the Service Provider.
- A1.9 Compliance by the Service Provider with this Clause A1 shall be without additional charge to the Authority.
- A1.10 The Service Provider shall remain fully liable for all acts or omissions of any sub-contractor.
- A1.11 Following termination or expiry of this Contract, howsoever arising, the Service Provider:
- A1.11.1 may Process the Authority Personal Data only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under law and will then comply with Clause A1.11.3;
 - A1.11.2 where Clause A1.11.1 does not apply, may Process the Authority Personal Data only for such duration as agreed in Clause A1.2.6 above and following this will then comply with Clauses A1.11.3 and A1.11.4;
 - A1.11.3 subject to Clause A1.11.1, shall on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such

usable format as and to the extent the Authority may reasonably require) the Authority Personal Data; or

- A.1.11.4 in the absence of instructions from the Authority after 12 months from the expiry or termination of the Contract securely destroy the Authority Personal Data.
- A1.12 Authority Personal Data may not be Processed following termination or expiry of the Contract save as permitted by Clause A1.11.
- A1.13 For the avoidance of doubt, and without prejudice to Clause A1.11, the obligations in this Clause A1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.
- A1.14 The indemnity in Clause 19 shall apply to any breach of Clause A1 and shall survive termination or expiry of the Contract.
- A1.15 The Parties' liability in respect of any breach of Clause 23.1 and this Clause A1 insofar as they relate to fines, court awards, settlements and legal costs shall be unlimited.

A2 IT Systems

For the purposes of this Clause A2, unless the context indicates otherwise, the following expressions shall have the following meanings:

“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;

A2.1 The Service Provider shall ensure that:

- A2.1.1 any software, electronic or magnetic media, hardware or computer system used or supplied by the Service Provider in connection with the Contract shall:

- A2.1.1.1 not have its functionality or performance affected, or be made inoperable or be more difficult to use by reason of any data related input or processing in or on any part of such software, electronic or magnetic media, hardware or computer system;
- A2.1.1.2 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 either or both of the Authority or any other member of the Authority Group, on which it is used or with which it interfaces or comes into contact;
- A2.1.1.3 comply with the Government's open standards principles as documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles#open-standards-principles>;
- A2.1.1.4 be Euro Compliant; and

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 A2.

Intellectual Property Rights

This clause shall supersede Clause 22 of the TfL Contract for Services Terms and Conditions in its entirety:

22.1 All Intellectual Property Rights in materials created under this Contract shall vest in the Authority.

22.2 The Service Provider shall retain ownership of all Background Intellectual Property, being any materials, know-how, or methods created independently of this Contract.

22.3 The Service Provider grants the Authority a perpetual, royalty-free licence to use such Background Intellectual Property solely for the purpose of receiving and using the Services.

22.4 The Authority grants the Service Provider a perpetual, royalty-free licence to use Deliverables created under this Contract for its internal purposes and for the development of similar services, provided that no personal or confidential data of the Authority is disclosed.

SCHEDULE 0

SPECIFICATION

1. Executive Summary

The GLA's Workforce Integration Network (WIN) is seeking a recruitment organisation to provide a brokerage service as part of WIN's upcoming project to support community-based organisations (CBOs), i.e. employability organisations, delivering wrap-around support to underrepresented groups to match "job-ready" diverse candidates, with vacancies held by employers in London's growth sectors. WIN seeks a broker that can fulfil the following four functions:

- The commissioned broker will generate employer leads (live vacancies) through their own employer networks, as well as new employer relationships. This new employer leads would come from different parts of London's Inclusive Talent System, including GLA's existing relationships, etc.
- The broker would distribute employer leads amongst CBOs, expanding the supply of suitable opportunities available to their beneficiary groups to fill. The commercial broker will also support activity to match "job ready" candidates from other parts of the ITS such as graduates from the GLA Skills Bootcamps, Trailblazers programme, etc.
- Deliver bespoke programme-wide activities. For example, large job fairs that connect skilled and "job ready" candidates from across the programme and CBOs to inclusive employers with vacancies.
- The broker will provide coaching and tailored support to CBOs to build their capacity to reach a wider group of employers in key growth sectors.

The programme is expected to initially run from September 2025 to August 2026; timelines for delivery will be agreed with successful bidders at inception.

Should take-up for the service be successful, WIN reserves the right to review and update the service and extend the length of this contract accordingly.

2. Background

As part of his 2018 Strategy for Social Integration, the Mayor launched the Workforce Integration Network (WIN) to improve access to quality employment for underrepresented Londoners. WIN works with employers and public bodies to support Black men (16–24 and 50+), Black women, and Pakistani and Bangladeshi women—groups facing some of the capital's highest unemployment rates. The approach also considers intersectional barriers such as class and disability.

Despite high demand for skilled workers — 82% of firms have vacancies — around half of firms in London with live vacancies report that they struggle to fill them. Many beneficiaries from underrepresented communities remain excluded due to discrimination, health conditions, caring responsibilities, or unmet skills needs. In 2021–22, unemployment reached 33% for young Black men, 22.9% for older Black men, 37% for Pakistani and Bangladeshi women, and 31.1% for Black women.

Community-Based Organisations (CBOs) can be highly effective in placing candidates into sustained employment, have a high level of trust with communities, and offer culturally appropriate and tailored models of support. For example, some CBOs get between 50-80 per cent of their beneficiaries in well-paid, high-quality employment, compared to the 33 per cent industry average typically getting people into low paid, low skilled roles. However, they often lack the capacity to expand relationships with a broad range of employers in London's growth sectors to scale up the volume of job-placements. This leads to a) talented "job ready" beneficiaries graduating from training and employment support programmes without finding employment, and b) limitations on their ability to expand their operations without more dedicated resourcing to job brokerage and employer relationship activities.

This disconnect between untapped talent and employer demand reflects a systemic failure in the labour market and contributes to inequality and reduced productivity. WIN aims to bridge this gap, helping employers access diverse talent pools to address skills shortages, drive innovation, and boost long-term business value.

Inclusive Talent Brokerage Description

To address these challenges, WIN is launching a programme to support approximately 700 people from underrepresented communities into employment in London's key growth sectors by December 2026. The programme will simplify job matching processes between employers and diverse talent to increase CBOs capacity for employer engagement, building long term capacity into the ITS.

The programme that will fund CBOs with an existing track record in securing job opportunities for beneficiaries to build their capacity for greater employer engagement and place more people into sustainable employment. This could include:

- Funding new roles on employer engagement
- Developing new resources to better connect beneficiaries to employment and supporting them during the application process
- Generating and sharing new data and insights to better connect beneficiaries to employment
- Creating capacity for projects or services to support beneficiaries in the first few months of employment to sustain it
- Support for employers to build more inclusive recruitment processes in longer term.

The programme will also commission an employment broker (likely a commercial recruitment partner) to support CBOs to match "job-ready" candidates to employers in London's growth sectors. Information on the broker's role can be found in Appendix A5.

Programme aims and outcomes

The overarching goal of the Inclusive Talent Brokerage programme, in line with the London Growth Plan's Inclusive Talent Strategy, is to grow and diversify workforces in growth sectors and to support Londoners facing barriers to work obtain good quality jobs.

The aims of the programme include:

- Reducing workforce inequalities and tackling barriers that Londoners from underrepresented groups face in accessing good work
- Reducing the talent gap by connecting diverse talent pools to quality jobs and recruitment pipelines in growth sectors
- Helping more employers create inclusive recruitment, hiring, and in-work support practices that deliver social and commercial value
- Fostering new ways of working between communities, recruiters, employers, and public services to support systems change.

The programme outcomes are:

For underrepresented Londoners that receive support:

- **Increased success in finding good quality jobs** (*numbers into good work*)
- **Sustained employment and/or career progression** (*numbers still in employment at six months, numbers progressing to more skilled and better paid work*)

For employers, community organisations, and recruiters:

- **Increase in opportunities available to underrepresented Londoners** (*number of opportunities accessed through job brokerage and partnership activity, number of appropriate referrals made to other support such as adult learning or bootcamps*)
- **Engaged employers recruit more candidates from underrepresented groups** (*increase in proportion of underrepresented Londoners in engaged employers' candidate pools, getting an interview, getting a job offer*)
- **Positive changes to employer attitudes and hiring practices** (*number of engaged employers reporting more inclusion-friendly attitudes, and qualitative evidence for changes to recruitment and hiring practices in the longer term*)

- **Increased involvement of underrepresented Londoners in community efforts to promote labour market inclusion** (*numbers of participants joining alumni networks, becoming mentors or volunteers*)

3. SCOPE OF REQUIREMENT

WIN seeks to commission an organisation specialising recruitment services to support CBOs to place candidates from underrepresented groups into good work by connecting them to job opportunities. The broker's purpose is to act as an intermediary connecting CBOs and employers together, screening vacancies, and sharing them with all or specific CBOs, increasing the organisational capacity of individual CBOs to improve their effectiveness, and delivering large scale events to connect CBOs, beneficiaries, and employers together.

Account management will be key in ensuring coordination of relationships, enhancing communication pathways, and supporting to achieve employment outcomes. The GLA will require bidders to provide details regarding their oversight of how this operation would distribute job leads, vacancies, and employer relationships across CBOs to ensure transparency and fairness.

Additionally, due to the constrained timeframes this service is operating under, the GLA will require all bidders to clearly demonstrate how they will set up their job matching mechanisms to effectively deliver the programme within approximately a month of being appointed.

The commercial broker will provide four primary activities as part of the service:

Employer leads generation

The commissioned organisation shall undertake business development activities to identify and sign up employers to the service and share these with CBOs. This will be done through the following activities:

- Utilising their existing networks of employers to sign them up to participate in the service.
- Working with GLA teams, and others as relevant, to sign up and onboard WIN and GLA employer relationships into the service, including the yet-to-be-established employer boards and sector brokers.
- Developing new business relationships to generate sign-ups to the service with the intention of passing those relationships onto CBOs. The broker will be expected to aggregate leads and pass them onto CBOs to develop into relationships themselves.
- Undertake promotional and marketing activities to spread awareness of the service.

Additionally, for all employers identified, the broker will be expected to screen them against our criteria for inclusion in our service, which can be found below:

- Committed to addressing equity, diversity, and inclusion in their recruitment practices e.g. having EDI workforce strategies or action plans in place
- Committed to considering candidates provided by CBOs for recruitment vacancies
- Committed to offering good work opportunities as part of their recruitment - this includes all posts paying London Living Wage at minimum, no zero hours contracts, a minimum of three months of employment per post, and a minimum of 16/hrs per week. See the GLA's Good Work Standard guidance for further information; note that we are not requiring employers to sign up to the GWS as a prerequisite to participate in this service.
- Committed to sharing relevant data with the WIN team to enable us to monitor the delivery and evaluation of the service
- Designating one individual that will serve as a point of contact between the broker and CBOs
- Undertaking recruitment activity for the service duration from October 2025 to September 2026
- Advertising vacancies based in London
- Advertising remote vacancies that Londoners can realistically submit applications for (defined as within one hour of multi-modal travel distance from London)
- Offer the following early careers recruitment types:
 - Internships (minimum three months)
 - Apprenticeships
 - Temporary contracts (minimum six months)
 - Permanent contracts
 - Full-time roles
 - Part-time roles
- All temporary contracts and internships offered are expected to lead to sustained employment

Furthermore, WIN expects the broker to prioritise employers from the following sectors for business development and onboarding; however, employers falling outside these sectors may still be onboarded. We will be prioritising the following sectors included in the London Growth Plan:

- Construction & Infrastructure
- Creative and cultural

- Digital and technology
- Energy
- Experiences
- Financial, professional, and business services and technology
- Health
- Hospitality
- International education
- Life sciences
- Social care
- Transport/Logistics

Job matching services

The commissioned organisation will undertake activities to support job matching of employer vacancies and CBOs. This will be done by:

- Developing a system to aggregate all vacancies provided by onboarded employers to the service. This could be existing platforms and/or systems the commissioned organisations currently operates. This platform should be available for access to the GLA, and partners.
- Screening vacancies and matching them to CBO candidate pools based on skills needs; CBOs would share candidate pool profiles with the broker beforehand. The broker will not be expected to do job matching at an individual level. They will share the vacancies that match the profile of CBO candidates as a group.
- Develop a system to ensure transparency and fairness on how vacancies and employer leads are distributed amongst CBOs. Where vacancies require general skills, the broker should share them with all CBOs. Where more specialist skills are required, the broker would filter which CBOs to share this with.
- Collaborating with other GLA partners (such as training providers delivering-GLA funded skills programmes) to support activity to match “job ready” candidates from other parts of the ITS such as graduates from the Skills Bootcamps into vacancies provided by employers.

Capacity building support

The commissioned organisation shall undertake activities to expand the organisational capacities of CBOs to enable them to operate their employability services more effectively beyond the lifetime of the service. This will be undertaken by:

- Holding an initial session with each CBO to identify their organisation’s current functionalities, delivery capacity, ambitions for organisational development, and

thus what support the broker can provide to expand their organisational capacity in line with their capabilities.

- Agreeing in collaboration with CBOs, and in consultation with the GLA, which areas CBOs wish to develop.
- Providing coaching and tailored support to help CBOs strengthen those functions, such as through specialist workshops or 121 sessions. Support can be delivered online, hybrid, or in-person formats. CBOs, the broker, onboarded employers, or the GLA could provide physical venues for this element subject to agreement amongst all parties.

Delivery of bespoke programme-wide activities

The commissioned organisation shall undertake tailored large-scale events to facilitate the outcomes and outputs of the service that connect CBO beneficiaries, CBOs, and employers. While the precise details will be agreed with WIN, this could be undertaken by:

- Organising in-person job fairs or networking events with beneficiaries, onboarded employers and CBOs.
- Business development workshops with CBOs and employers, etc.
- These events should be mainly delivered in person. CBOs, the commissioned organisation, onboarded employers, or the GLA could provide physical venues for this element subject to agreement amongst all parties.

Monitoring and evaluation

In addition to these core functions, the GLA expects the broker to undertake robust data collection, tracking, and analysis of CBOs, employers, and recruitment stages of employment vacancies and provide a monthly progress report regarding these metrics. WIN also expects the commissioned organisation to hold weekly project update meetings and provide WIN with written summaries of the contents of the meetings and actions agreed.

WIN will commission an evaluator to monitor the project and evaluate its delivery, and we expect the broker to collaborate regularly with our evaluator, as agreed with WIN. All data shall be treated in accordance with UK data protection laws, including the GDPR.

Metrics we expect the broker to capture includes, but is not limited to:

- Number of employers onboarded onto the service
- Sources of all employers onboarded onto the service e.g. CBOs, GLA, broker, etc.
- Sectors of employers onboarded onto the service
- Names, numbers of employers rejected from onboarding onto the service, and reasons why
- Number and type of vacancies provided by each employer
- Number of suitable vacancies provided to CBOs

- Number of programme-wide activities organised
- Number of beneficiaries and employers attending programme-wide activities
- Number of candidates from GLA ITS put forward for vacancies through this service

The broker is expected to deliver an end of year report outlining the programme activities delivered, and outcomes achieved.

Experience

We are looking for an organisation with a history and experience of:

- Employer recruitment and account management processes
- **Generating and maintaining employer relationships** across the Mayor's priority sectors, with dedicated business development teams
- Ability to **leverage large existing employer networks**, particularly in the Mayor's priority sectors, and quickly onboard new employers
- Operational experience in **aggregating and managing high volumes of vacancies** through internal platforms or external-facing systems
- Strong CRM or vacancy management system capability — ideally with platforms that can be **accessed by external stakeholders**
- Systems and infrastructure to **track and report on vacancies, leads, and placements** across multiple partners
- Track record of working within or alongside **multi-agency delivery models** (e.g., with CBOs, local authorities, training providers)
- Demonstrated experience delivering **coaching, training or organisational support** to charities, SMEs, or community partners
- A proven commitment and knowledge of equity, diversity, and inclusion (EDI), inclusive recruitment practices, good work, and social value principles
- Understanding of **inclusive employment systems** and local economic strategies, particularly in a London context

Definitions

Community-based organisation	Is usually a non-profit entity that operates within a specific community or geographical area, aiming to address local needs and improve the well-being of its residents. For the purposes of this programme, we refer to organisations that specialise in career development and employability support for underrepresented groups.
Underrepresented groups	Those who are underrepresented in the London labour market. These include: <ul style="list-style-type: none"> • Black men aged 16-24 • Black men aged 50+ • Black women • Pakistani and Bangladeshi women

Job-readiness	Refers to the skills, knowledge, and attributes that enable individuals to successfully transition into and thrive in the workforce
Role-readiness	Refers to the skills, knowledge, and attributes that enable individuals to successfully transition into a specific role
Talent pool	A pool of candidates who have been through programmes and now possess the skills and needed for current or future job openings
Job brokerage	Job brokerage involves a dual approach of working with both beneficiaries and employers. Beneficiaries receive support to apply to specific vacancies, while employers that share opportunities and vacancies are offered a service that connects them to suitable candidates that are intentionally matched to their needs.
Employer engagement	Broadening employer relationships, advocating for underrepresented communities and offering access to role-ready candidates to fill job roles.
Inclusive recruitment processes	Removing specific barriers in recruitment processes and create a more enabling environment for candidates from underrepresented communities
In-work support	Providing additional support to those that have successfully found work to sustain employment
Good work / good quality jobs	A job that provides a minimum of 16 hours/week and is continuous for at least 12 weeks, pays a basic salary of the London Living Wage or above, and does not involve the use of zero-hours contracts.
Skills bootcamps	Skills Bootcamps help Londoners aged 19+ to enter employment, upskill or change career and are open to adults who are full-time or part-time employed, self-employed or unemployed, as well as adults returning to work after a break.
Growth sectors / priority sectors	<ul style="list-style-type: none"> • Construction & the built environment • Creative and cultural • Digital and technology • Financial, professional, and business services and technology • Energy • Health & Social care • Transport/Logistics • Hospitality (experience economy) • International education • Life sciences
Inclusive Talent System	The Inclusive Talent Strategy (ITS) is a key component of the London Growth Plan, aiming to develop a more employer-led and integrated skills and employment system to help Londoners into high-quality jobs and provide employers with the talent

	they need. It focuses on building a skilled workforce, creating diverse talent pipelines, and ensuring all Londoners have access to the skills and training necessary for career progression. The strategy is being developed collaboratively by the Greater London Authority (GLA) and London Councils, with input from stakeholders across the capital
Talent gap	The disparity between the skills and talent needed by organisations in London and the available talent pool when considering diversity and inclusion.
Opportunities	<p>Internships (minimum three month) / apprenticeships / early careers roles / permanent roles / temporary contracts (minimum six month). These include part time opportunities</p> <p>All temporary contracts and internships offered are expected to lead to sustained employment.</p>
Job outcome	Refers to a successful placement into a job that meets the definition of good work
Sustained employment	Being employed for at least 6 months.

SCHEDULE 3
CHARGES

The total contract value is fixed at £99,000.00 and will not exceed this amount.

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SCHEDULE 4
PROJECT PLAN

Milestones	Milestone payment percentage	Date for milestone to be completed
Delivery starts <ul style="list-style-type: none"> • Kick off meeting occurs • Detailed service delivery plan with timelines provided and signed off by GLA • Systems for undertaking job-matching services are set up and go live 	20%	21/11/2025
<ul style="list-style-type: none"> • 80 eligible employers onboarded to the service with each providing vacancies collated by broker and provided to CBOs • Delivery of at least two 1-1 coaching sessions for each CBO, and/or one group workshop for CBOs 	20%	15/12/2025
<ul style="list-style-type: none"> • 160 eligible employers onboarded to the service with each providing vacancies collated by broker and provided to CBOs • Delivery of one job fair or programme event 	25%	15/02/2026
<ul style="list-style-type: none"> • 200 eligible employers onboarded to the service with each 	25%	31/03/2026

providing vacancies collated by broker and provided to CBOs		
<ul style="list-style-type: none"> • Delivery of at least four 1-1 coaching sessions for each CBO, and/or two group workshops for CBOs • Interim report delivered 		
<ul style="list-style-type: none"> • Delivery of two job fairs or related event • Final report delivered 	10%	31/05/2026

SCHEDULE 5
FORM FOR VARIATION

Part 1 VARIATION

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone: *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

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

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

.....
For the Authority (signed)

.....
(print name)

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

Part 2 – SUPPLY CHAIN FINANCE OPTION RELATED VARIATIONS

1. The Authority is developing a scheme and system whereby the Service Provider may be permitted, at the Authority's sole discretion, to seek payment of invoices in respect of Charges under this Contract within a time period less than the 30 days of receipt set out Clause 5.4.1 in consideration for a reduction in the Charges due thereunder (the **"Supply Chain Finance Option"**).
2. The Service Provider hereby agrees that where such requests are made by the Service Provider and approved by the Authority, by way of such process and/or systems put in place by the Authority acting either on its own behalf or by or via its employees, agents, contractors or otherwise such request, approval and resulting accelerated and reduced payment shall constitute the Service Provider's exercise of the Supply Chain Finance Option and the valid and legally binding:
 - 2.1 variation by the Parties of the related Charges due and payable to the Service Provider under this Contract; and
 - 2.2 waiver by the Service Provider of any right held previously by it to invoice for and be paid the amount by which the Charges are reduced pursuant to its exercise of the Supply Chain Finance Option.

SCHEDULE 6

CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS

Not applicable

SCHEDULE 7
RE TENDER COOPERATION

Not applicable

SCHEDULE 8

HEAVY GOODS VEHICLE DIRECT VISION STANDARD SCHEDULE

Not applicable

Appendix 1: Tender Response

Introduction and Overview

The WIN is a vital programme for London, addressing systemic barriers preventing many communities from securing good work. We understand and fully support the project's vision: not only connecting underserved Londoners to jobs, but reshaping employer practice, strengthening the role of CBOs, and creating a fairer jobs market. Our proposal offers immediate mobilisation, the highest likelihood of delivery, a uniquely relevant track record, and a self-sustaining legacy for London.

About GoodPeople

GoodPeople is a London-based business with a social purpose, with 13 years' experience delivering inclusive employment and social value programmes across London. We've grown organically and now operate at a significant scale. Over the past two years, we have engaged over 2,500 employers and unlocked more than 8,000 jobs across London. Many of our employers are already pre-screened against "good work" criteria, enabling immediate mobilisation and transparent delivery.

We're a trusted delivery partner to clients across the public, private and VCSE sector. We've delivered projects funded by local authorities (eg Lambeth), Sub-Regional Partnerships (eg WLA), Housing Associations (eg Clarion), corporates, property developers, and employers of all sizes and sectors. We consistently exceed commissioner targets. Our Southwark Works Employer Relationship Management service is an example of the WIN model in action, where we rapidly mobilised, onboarded employers, built CBO capacity, and delivered significant impact.

Why We Are Different

We bring a unique combination of expertise that others cannot:

- Proven delivery across all four areas of this bid in a single project, not multiple (employer engagement, job matching, capacity building, in-person activities)
- Commercial recruitment experience balanced with deep expertise in supporting disadvantaged jobseekers and the CBOs that represent them.
- A proven digital platform (GoodWork.London) with integrated AI-enabled matching, personalised job matching, dashboards for tracking and evaluation.
- A delivery team already in place, with strong existing employer and CBO relationships across London, meaning we can begin delivery immediately.

Our expertise and delivery model align with the GLA's priorities. We have a track record of flexibility in delivery, adapting to commissioner and community needs.

Why choose GoodPeople

We believe our track record demonstrates unique capability that others do not have.

Commercial recruitment firms can offer scale but lack expertise to work with underserved jobseekers or CBOs, and typically focus on volume rather than impact or sustainability. **Large welfare-to-work providers** provide reach, but lack the tech-enabled matching capability, and the agility to flex approach quickly to commissioner or CBO needs.

GoodPeople combines the best of both. We deliver employer engagement at scale, support for CBOs, technical capability, and proven delivery models. We are excited by the opportunity to work with partners, and build on our mission to scale up access to good work and impact for underserved communities.

1) Understanding & Methodology

Introduction and Overview

London's growth brings opportunity, but also inequality and labour market challenges. The GLA's Growth Plan, Equality Impact Assessment and State of London statistics highlight rising poverty and income inequality. WIN aims to bridge systemic barriers, open diverse talent pools, unlock good work, and demonstrate the commercial and social impact of engaging underutilised talent. Ultimately, it aims to help deliver on the Growth and Skills area of the Mayor's Growth Plan - *helping more Londoners into work and ensuring all Londoners can get the skills or training needed to progress their careers*. GoodPeople are well placed to deliver this mission.

We have deep expertise across all four bid areas, experience of working at scale with employers and jobs, and a strong record supporting under-represented groups and CBOs. With 12+ years of relevant delivery and methodologies, including Southwark Council's Southwark Works, we bring proven experience.

Understanding - The Challenges this Service Seeks to Overcome

1. Systemic labour market barriers block underserved communities from good work and employers from finding skills.

- Skills shortages are acute in growth sectors; 82% of employers report open vacancies, 46% struggle to fill them (Business LDN LSIP, 2025).
- Unemployment among Bangladeshi and Pakistani women was 16.9% in 2022 vs 5.5% for men, with 48% economically inactive. These underutilised pools are a major opportunity.

2. Current approaches to recruitment aren't working - overcoming barriers requires CBOs AND employer engagement experienced in working with underserved groups

- Current approaches (major job boards, recruitment consultants) are not fit for purpose. Commercial priorities, a lack of community connections and little experience working with additional needs make these services a poor fit.
- CBOs have high trust relationships with communities, and provide wraparound support to prepare jobseekers for work. But they often don't have the internal expertise or capacity to unlock opportunities at scale from employers.
- A more collaborative approach to employer engagement and brokerage can help unlock opportunities from employers at scale and prevent duplication of effort.

3. A 'critical mass' of jobs and employers is needed - but employer and job screening and an understanding of jobseeker needs is essential

- A 'critical mass' of opportunities is needed to broker outcomes at scale. Given the project budget and timeline, this requires existing employer relationships, and a tech-enabled approach, to deliver - both of which GoodPeople have.
- But employer and opportunity screening and experience of working with underserved communities is essential, to open up the right kind of opportunities.
- Research such as the Taylor Review shows poor forms of work can be actively harmful to health. This is echoed by GoodPeople's research - funded by Impact on Urban Health on disability employment (Inclusive Workplaces for those with LTCs, 2021), or borough funded employer engagement (LB Lambeth, 2020).

Understanding - The Role this Service Can Play

The GLA requires a service that can bridge the gap between employers and underserved talent via the community organisations that support them.

- For employers: easy access to a diverse pipeline of talent through a central service, delivering them relevant, job-ready candidates
- For jobseekers: access to a range of opportunities that meet their needs and across multiple sectors, employers, occupations and work patterns.
- For CBOs: business development and engagement support that opens up access to relationships with inclusive employers across London at scale;

The service will hit and exceed the employer engagement targets, and exceed the 700 job start target required by sharing at least 3,000 in-scope jobs (exceeding a 1:4 ratio of jobs shared to job starts found on our other contracts). It will also need to deliver to key GLA priorities, with a focus on growth sectors, alignment with the Good Work Standard, delivery of an equitable process for finding and sharing jobs, and detailed impact reporting and auditability.

Methodology - Introduction

Our approach reflects WIN's requirements and GoodPeople's delivery experience. It will be employer-led, commercially aware, and shaped by our work with CBOs and underserved groups. We operate at scale, leveraging relationships and platforms to ensure rapid mobilisation and smooth delivery. The methodology is structured around the broker's four functions, plus evaluation, reporting and contract management, with an assumptions log.

1) Employer Lead Generation

- **Leveraging Our Employer Relationships:** GoodPeople lead delivery for a series of large-scale programmes. We have engaged and/or received jobs from **2,500+** businesses operating in London over the past 24 months alone across a multitude of sectors, and unlocked **8,000+** jobs. This includes **560+** businesses already vetted against WIN 'good work' principles, and **950+** potential businesses with named contacts/live relationships. GoodPeople will re-engage these employers, promote WIN and onboard them.
- **Leveraging Existing Networks:** GoodPeople participates in employer networks across London. This includes SRPs (eg we deliver an [inclusive employer programme for West London Alliance](#)), BIDs (eg funded business engagement for South Bank BID), employer networks from 25+ education partners, and sector-specific groups. We'll activate these through webinars, via email and social media with co-branded comms, and/or individual meetings to unlock jobs.
- **Additional Outreach and Engagement Approaches:** Additional engagement will supplement the above, often for specific/niche sectors or job requirements. We have a database of **3,000+ additional employers** that fit the WIN criteria. Email, LinkedIn and other outreach processes will be used by our Partnerships team to engage employers, explain the offer and unlock opportunities.
- **Collaborating with GLA Networks:** In the kickoff phase we'll work with the GLA team to map other networks and the best means of engagement, then host or participate in webinars, roundtables, events, and direct employer conversations.
- **Employer Screening Process:** Employers will first be screened against the WIN's criteria. Our 'good work london' platform has a built-in system to shortlist in-scope employers by factors that align with the Mayor's GWS and WIN criteria. This would be confirmed by the team, added to the 'Potential Employer' database, and outreached. If the engaged employer confirms participation in WIN with a specific named contact, they will be added to 'Confirmed Employer' and their jobs added to the platform.

2) Job Matching System

- **Job Matching Platform:** Opportunity aggregation, distribution, and application management will all be handled through GoodPeople's established 'Good Work London' platform, the largest good work jobs board in London which has handled over 5,000 opportunities and 550 employers.
- **GoodPeople Vacancy Aggregation System:** 'Confirmed Employer' jobs will be aggregated. Employers have multiple options for sharing roles to minimise friction. They can do via a simple job submission form on the site, or jobs can be automatically 'scraped' from a career site or other source. These will be tagged and recorded so numbers can be tracked for the WIN programme. We'll unlock at least 3,000 jobs to help achieve 700 job outcomes, enough to comfortably exceed the roughly 1:4 jobs shared to starts ratio we see on other contracts.
- **Screening Jobs:** Even when an employer has been approved, each job screened to ensure they meet living wage criteria. If not they will not be shared.
- **Onboarding CBOs and Jobseekers:** Jobseekers easily register on the platform and complete their profile. This includes experience, skills, preferences (eg salary, work schedule, location) and support needs (eg workplace adjustment). Only standard data is shared with employers, while customised weekly job matches are shared with every WIN jobseeker.
- **Distribution of jobs, and customised recommendations and matching:** Jobs can be distributed to CBOs and jobseekers on a completely customised basis. AI-supported tools review each individual profile and provide recommended jobs specific to a jobseeker's skills, interests, location and support needs, while ensuring data security. This includes individual matches, sector-specific bulletins, emails highlighting Disability Confident Employers, and more.
- **Ringfencing Jobs:** Jobs can also be 'ringfenced' - ie only those with the link can view/apply. If needed this could be used to only share certain roles with the WIN CBO network, or a specific CBO partner, or even a specific jobseeker cohort.
- **Managing Applications:** Depending on employer preference, applications are made either through the platform, or directly via the employers' site. All applications are recorded. For applications made on the platform, outcomes are recorded, with employers citing reasons for rejection to ensure this feedback can be used by CBOs to improve jobseeker support.
- **Data Insights, Reporting and Data Security:** Our data processes comply with all GDPR and FOI obligations. Jobseeker support needs not shared with employers unless agreed with the jobseeker. Data can be outputted in live 'dashboards' to improve tracking, including GLA dashboard with employers, jobs, jobseekers and CBO performance. Dashboards can also be created for each CBO to track candidates' progress.

3) Bespoke Programme-Wide Activities

- **Design and delivery of large-scale recruitment Events and Job Fairs:** GoodPeople have delivered 30+ fairs in 6 months, with 4,000+ attendees. Is example the Green Skills fair with West London Green Skills Hub, involving 600+ jobseekers and 15+ employers. We'll run 3+ WIN job fairs across London, co-designed with CBOs, including CV workshops and interview prep.
- **Design and delivery of employer engagement events and roundtables:** GoodPeople already deliver employer engagement webinars and events. GoodPeople will organise 4+ events/webinars for WIN Employers, focusing on emphasising benefits of diverse employment, and on how to build more diverse and inclusive workplaces.
- **Employer Capacity Building:** GoodPeople's work is rooted in supporting employers to improve hiring and HR practices. We partner with Living Wage Standard, Disability Confident and Carers Covenant to deliver employer

workshops. With WLA we support SMEs to be more inclusive of those with experience of care. We'll organise 4+ similar events in the WIN programme. We've also developed a series of 'employer toolkits' (simple step by step processes), and can utilise these for WIN employers too.

- **Demonstrating and reporting on impact:** Each event will be tracked, and attendees and their name/organisation reported. After events, follow-up requests for feedback and areas for improvement received from participants will be shared with the GLA and used to help improve future events for the WIN programme.

4) Capacity Building for CBOs

- **Initial kickoff sessions/onboarding:** We've developed an effective model through delivering LB Southwark's Employer Relationship Management Service. In this we are working with CBOs across 9 Lots, and part of our role is capacity building. Relationships are key - we'll have initial 1:1 kickoff meetings in person, build rapport and learn more about the CBO, their jobseekers and profiles, and map CBOs own strengths and support needs.
- **Mapping and delivering a support offer:** Based on the CBO requested areas of support, and GLA/WIN team input, we will shape a service offer for the CBOs, either individually or in a group (if there are commonalities). Examples of CBO support we have delivered in the past include on internal processes, employer engagement, candidate preparation, interview preparation, and more.
- **Feedback, co-design, and embedding changes:** We will have consistent meetings with CBOs to understand how the service could be improved, and also consistently feed back what we hear from employers regarding candidate preparation. We will adapt self-serve toolkits for CBOs to take away learnings.
- **Building sustainability:** We are committed to supporting CBO's development through providing, processes, tools and best practice. We are a social enterprise and so are also committed to ongoing collaboration and generosity with our employer relationships, an approach not echoed in most commercial recruiters.

5) Contract & Performance Management

- **Governance:** RACI matrix agreed at mobilisation to define roles across GoodPeople, GLA and sub-consultants. Contract Lead is single accountable owner, supported by PMO.
- **Meetings:**
 - Any new risks or dependencies flagged in meetings
 - Monthly Performance review with GLA to review KPIs, agree changes and sign off reports.
 - Quarterly reviews for lessons learned and forward planning.
- **Change & Escalation:** All scope changes follow formal change control with impact assessment and approval. Issues resolved at project level within 5 days, escalated to Contract Lead within 10, and to GLA if unresolved.
- **Data & Compliance:** Data governance plan from mobilisation, including GDPR/FOI compliance. DPIA completed at inception, reviewed annually. Dashboards use role-based access controls and audit trails.

Reporting & Improvement: Live dashboards for GLA/CBOs plus monthly impact reports with KPIs, case studies and risk updates. Feedback loops feed into monthly and quarterly reviews for continuous improvement.

Assumptions Log: GoodPeople Appendix 1

3) Programme Delivery

This programme strongly aligns with GoodPeople's expertise, relationships, and delivery across all areas of the bid. We'll apply tested approaches from large-scale projects eg Southwark Works, the WLA Inclusive Employers, the goodwork.london platform, and Net Zero Careers Accelerator. With the majority of the delivery team already in place, we can begin immediately. Our proven track record shows we can mobilise in 4–6 weeks or less, and we are confident that delivery targets are both achievable and sustainable. The programme is structured into six delivery areas, each with embedded milestones, effort days, and resourcing plans. The A3 Gantt provides a visual overview of timelines.

Mobilisation

Mobilisation will be rapid and structured. Within the first four weeks we will: (a) hold a joint kick-off meeting with GLA and CBOs; (b) Map employer and community networks; (c) Establish governance, reporting arrangements, and escalation pathways; (d) Configure dashboards and live reporting systems for transparency. By the end of this phase, the service will be fully live with an agreed engagement plan and service standards.

Employer Lead Generation

Our approach combines scale with targeting. Activities include:

- Outreach to over 2,500 existing employers.
- Activation of networks including LSIPs, sub-regional partnerships (e.g. WLA), BIDs, and sector hubs.
- Targeted outreach and relationship building in construction, health, digital, green, and creative sectors.
- Two employer roundtables/events to convene stakeholders, test messaging, and secure vacancies.
- Rolling employer onboarding: 80 employers by Dec 2025, 160 by Feb 2026, and 200+ by Mar 2026

Job Matching

Vacancy flow will be managed through the Good Work London platform. Key activities are:

- Aggregating vacancies and screening them for Good Work compliance.
- Onboarding jobseekers via CBO referrals, ensuring candidates are job-ready.
- Distributing tailored job alerts to CBOs and candidates.
- Ongoing tracking of applications and outcomes via dashboards.
- We aim to share 3,000+ vacancies and onboard at least 1,000 candidates by contract close.

CBO Capacity Building

CBO strengthening is central to programme legacy. We will:

- Deliver one-to-one onboarding sessions for 20+ CBOs.
- Provide ongoing process support and troubleshooting.
- Run four CBO capacity-building workshops

- Facilitate peer learning by co-hosting employer events with CBO staff.
- Co-design improvements and maintain regular feedback loops to embed capability

Programme-Wide Activities

To showcase scale and embed inclusive practice, we will:

- Host 3+ major job fairs (Dec 2025, Feb 2026, Apr 2026) with 750+ attendees
- Deliver targeted employer roundtables.
- Adapt and share six inclusive recruitment resources/toolkits, released at regular intervals across delivery.
- These activities provide a platform for convening employers, CBOs, and jobseekers at scale, while influencing employer practices.

Monitoring and Reporting

We will maintain robust governance and continuous improvement through:

- Monthly reports and live dashboards for the GLA and CBOs.
- Four quarterly learning reviews (Nov 2025, Jan 2026, Mar 2026, May 2026).
- A maintained risk register with proactive updates.
- This ensures transparency, accountability, and learning embedded throughout delivery.

Knowledge Transfer and Handover

The final stage focuses on sustainability and legacy. Activities include:

- Final evaluation and lessons-learned report (Apr–May 2026).
- Case studies demonstrating impact.
- Transfer of employer contacts, vacancy management tools, and dashboards to TfL and CBOs.
- A close-out workshop in May 2026 to consolidate insights and agree a sustainability roadmap.
- By close-out, TfL, CBOs, and employers will have the capacity, tools, and confidence to continue delivery beyond the contract period.

A3 Programme Summary: GoodPeople Appendix 2
Risk Register: GoodPeople Appendix 3

4) Knowledge Transfer

The value of this programme lies not only in immediate delivery but in leaving TfL, CBOs, and employers with the capacity, tools, and confidence to sustain the model. Knowledge transfer is not an afterthought for GoodPeople - capacity building for local communities and CBOs is a core part of delivery. Unlike commercial recruitment partners, we are comfortable sharing detailed employer relationships to enable the service to thrive, ensuring a complete and lasting handover. We apply a structured six-step framework to capture and embed lessons throughout delivery:

1) Capture

Weekly project updates and monthly reviews drawing insights from employer engagement, brokerage, and CBO capacity building. Real-time feedback from TfL, employers, CBOs, and participants will also be collected after events.

2) Document

Insights will be collated in a learning log, recording challenges, solutions, and adaptations. Accessible toolkits and process guides will be shared covering employer onboarding, Good Work screening, vacancy distribution, and inclusive recruitment practices.

3) Analyse

Quarterly improvement cycles will review captured lessons with TfL and delivery partners, assessing effectiveness and identifying refinements.

4) Share

CBO staff will co-facilitate employer engagement, embedding practice through peer learning. Monthly updates and quarterly reports will highlight emerging lessons, while dashboards will provide real-time visibility of progress and outcomes.

5) Apply

Findings are fed back into ongoing delivery, with iterative improvements to employer approaches, vacancy distribution processes, and CBO support.

6) Store

All employer relationships can be transitioned to CBOs with stewardship plans agreed. A final reflection workshop with TfL, CBOs, and employers will consolidate learning and agree a sustainability roadmap. Dashboards, toolkits, and handover packs will remain with TfL and CBOs, ensuring legacy and continuity.

Outputs

- TfL and CBO-facing toolkits and training materials
 - Practical guides covering employer onboarding and Good Work screening
 - Data reporting, ensuring CBOs and TfL staff can independently run the model
- A consolidated “Lessons Learnt” report
 - A structured document capturing challenges, solutions, case studies, and best practice from delivery, with recommendations for scaling the service
- Comprehensive handover pack:
 - Including a full register of employers
 - Vacancy management protocols
 - Step-by-step instructions for maintaining the pipeline
- Continuous improvement recommendations:
 - Tailored proposals for TfL/GLA, highlighting opportunities to strengthen the brokerage model, enhance employer collaboration, and better integrate with WIN and Bootcamp providers.

5) Conflicts of Interest

None

6) Relevant Experience

GoodPeople is uniquely qualified to deliver this specification; we have demonstrated experience and success in all areas of delivery. Three examples illustrate this:

1. Southwark Works 'Employer Relationship Management' Service (ERM):

Successful delivery of an employer engagement and brokerage model, similar in structure and aims to WIN. Demonstrates experience capacity building CBOs and employers, unlocking opportunities at scale, effective brokerage and recruitment, and quality governance. As the 'ERM', GoodPeople's role is to:

- **Mobilise quickly to map, screen and engage employers at scale:** from our existing employer networks and new outreach across a wide range of sectors. Responding to community needs, but especially growth sectors such as construction, green skills, and social care. **Our Impact:** 500+ employers engaged. We onboarded 50 employers within the first three months of the programme.
- **Unlock jobs and other opportunities at scale that respond to community need:** working with CBOs to understand priority areas and sector requests, then engaging employers accordingly (eg flexible hours for parenting responsibilities, shortened hours for disabled jobseekers, Disability Confident employers for those with SEN. **Our Impact:** 700+ jobs distributed to Southwark partners
- **Share jobs dynamically, receive applications, manage recruitment process:** Delivered via a digital platform, with CRM, vacancy and candidate tracking processes in place. Jobs shared automatically via a portal as well as via email **Our Impact:** 1,200+ applications sent from Southwark Works candidates
- **Build capacity among CBOs on employer engagement and candidate prep:** We have monthly meetings with each CBO, and deliver a series of capacity building workshops for CBOs and their career coaches based on identified challenges. **Our Impact:** 10+ capacity building sessions delivered to CBOs
- **Support employers to improve hiring practices:** We work with employers to improve processes, increase prevalence of 'good work', and develop 'toolkits' for them to self-serve. **Our Impact:** Employer workshops delivered, supporting 30+ businesses to be more inclusive. 12+ employer 'toolkits' to support best practice.
- **Deliver in-person events:** Large in-person workshops, job fairs and more to connect jobseekers to employers. **Our Impact:** Delivery of 30+ job fairs (some with 200+ participants), and employability workshops to over 800+ participants
- **Deliver tracking and impact reporting to the commissioner:** Consistent on-time delivery with exceptional reporting, risk management and mitigation

The contract has been renewed for two years. Our Commissioner: *"It is pleasing to see the progression of your activities and the outcomes being achieved."* Highlighting *"very positive outputs in key areas such as employers engaged and vacancies secured and distributed among the network."* *"You continue to build good relationships with large employers, supporting them through large recruitment drives and inclusive initiatives". "We look forward to continued success."*

2. Goodwork.london careers platform: A GoodPeople developed jobs platform with 18+ months of track record. It collates good jobs from inclusive employers, shares with underserved jobseekers, and tracks impact. It demonstrates an existing technical infrastructure that can be directly applied to WIN programme, and customised as needed:

- **Employer and Job pre-screening and job aggregation:** Employers must evidence commitments such as paying the London Living Wage, being Disability Confident, or supporting diverse workforces. These commitments are built into searchable employer profiles, allowing jobseekers to filter and apply only to “good jobs.” **Our Impact:** 600+ employers onboarded. 5,000+ ‘good work’ roles shared
- **Job Segmentation and matching with AI-enabled recommendations:** Roles can be shared publicly or privately with specific partners. GoodPeople’s AI agents are also able to map roles against candidate profiles and share highly relevant jobs, meaning high quality and relevant matching delivered at scale.
- **Outcome tracking and reporting:** Outcome dashboards can be created for specific stakeholders, outlining data such as CBO jobseekers onboarded, their profiles and preferences, numbers of jobs and employers shared, applications, and more. **Our impact:** custom dashboards for partners as required
- **Employer Support:** We provide employers with resources, reporting, and account management to embed inclusive practices. The Careers Hub offers toolkits, guides and other support. **Our Impact:** 20+ employer toolkits created

We’ll deploy this platform as the brokerage tool for WIN - goodwork.london therefore represents proven infrastructure, employers, and inclusive standards. It ensures vacancies are accessible and aligned with the needs of Londoners, makes hiring easy for employers, and supports CBOs with effective tracking and reporting.

3. Net Zero Careers Programme: We lead the Net Zero Careers programme, connecting Londoners to jobs in the green and retrofit sectors. Working with 40+ CBOs and 20+ training partners, we’ve built a pipeline of candidates and jobs:

- **CBO, education partner and bootcamp engagement:** We work directly with 80+ CBOs, housing associations, FE colleges, and GLA-funded bootcamps to identify talent, build candidate readiness, and ensure caseworkers can promote green career pathways with their jobseekers
- **Employer engagement and screening at scale:** Engaging over 700+ employers to unlock jobs and other opportunities
- **Purposeful, commercial recruitment:** Our approach is designed to meet the urgent skills needs in retrofit and wider green industries. We broker talent pipelines into net zero roles, aligning candidates with employer workforce requirements and helping businesses address hiring needs.
- **Tech and AI-support delivery, with custom job recommendations and matching:** We underpin delivery with digital tools, including AI-driven matching and custom job recommendations, giving CBOs and candidates transparent, accessible pathways into emerging sectors.
- **Highly successful In-person career event with key subregional partners:** These events are highly action-oriented, with live interviews and on-the-spot hiring taking place on the day. **Our Impact:** Typically 25+ employers and training providers at each event alongside employability partners 600+ candidates.

This programme demonstrates our ability to respond to growth sectors, broker opportunities in industries where diversity is limited, and build the confidence of frontline staff to promote emerging career pathways. Our experience is directly transferable to WIN’s ambition to support Londoners into priority sectors such as construction, digital, health, and green industries.

GoodPeople Appendix 1 – Assumptions Log

Assumption ID	Assumption made	Reasoning	Potential Impact	Linked Risk ID
A1	CBOs are committed to collaboration on the programme, and resourced to engage fully	Capacity building depends on CBOs attending sessions and taking on employer accounts	Delays in engagement could slow handover and require more GP resource	R2, R7
A2	Employers remain willing to engage and provide vacancies in priority sectors	Targets (200+ employers) rely on demand in construction, health, digital, etc.	If demand dips, outreach must widen; vacancy flow may weaken	R1, R6
A3	GLA/TfL approvals and data-sharing processes are timely	Comms plan, reporting templates, and GDPR compliance must be signed off quickly	Delays could push back vacancy system launch and compress milestones	R5
A4	Access to GLA/WIN employer and community networks is provided	Tender references collaboration with GLA's existing contacts	Without access, outreach will take longer and cost more	R1
A5	Access to GLA Bootcamp providers and their learners is facilitated	ITT highlights integration with wider GLA skills programmes; introductions from GLA expected	Without introductions, pipeline of job-ready candidates may weaken; additional outreach required	R3
A6	Definition of "underrepresented groups" is applied broadly	ITT lists priority groups but also refers to underserved communities generally	A narrow definition could reduce reach and impact; flexibility needed	R9
A7	Employers and CBOs adopt Good Work Standard criteria	All jobs must meet LLW and fair work requirements	Vacancy pool may reduce if employers fall short; risk to target numbers	R4

GoodPeople Appendix 2 – A3 Programme Summary

GoodPeople Appendix 3 – Risk Register

Risk ID	Risk Description	Assumptions / Cause	Impact	Likelihood	Mitigation / Controls	Owner	Linked Assumption
R1	Slow employer onboarding delays vacancy flow	Assumes at least 200 employers can be onboarded quickly from existing networks	Medium – fewer roles available for jobseekers, risk of missed targets	Low	Pre-secured pipeline of 2,500+ employers; rapid outreach via BIDs, WLA, sector hubs; regular GLA check-ins	Employer Engagement Manager	200+ employers can be onboarded quickly from existing networks
R2	Unequal CBO engagement limits fair access	Assumes 20+ CBOs will actively participate throughout contract	High – reputational risk, inequitable outcomes	Medium	Transparent vacancy distribution system; onboarding support; capacity-building workshops	Partnerships Lead	20+ CBOs will actively participate throughout contract
R3	Candidate readiness gaps (skills/experience)	Assumes CBO referrals provide job-ready candidates	High – programme reputation risks with employers, reduced employer commitments, lower conversion to jobs.	Medium	Support via employer feedback loops, ensuring referrals from /to GLA bootcamps/training, CV/interview workshops at fairs	CBO Partners with GP oversight	CBO referrals provide job-ready candidates
R4	Employers fail Good Work criteria	Assumes sufficient employers meet London Living Wage/EDI standards	High – reputational risk if unsuitable jobs shared	Medium	Screening via Good Work London platform; employer coaching; escalation route to GLA	Employer Engagement Manager	Sufficient employers meet London Living Wage / EDI standards
R5	Data protection breach or non-compliance	Handling candidate/employer data across multiple systems	High – legal/contractual risk	Low	GDPR-compliant platform; secure dashboards; FOI-ready reporting	GP Tech Lead	Data sharing and reporting processes

							approved on time
R6	Delivery targets not met due to external factors (economic downturn, employer withdrawal)	Assumes stable employer recruitment demand	High – missed KPIs	Medium	Leverage broad sector mix; continuous employer engagement; regular risk reviews with GLA	CEO/Director	Stable employer recruitment demand
R7	CBOs not able to sustain brokerage post-contract	Assumes capacity building is absorbed	Medium – weak legacy	Medium	Knowledge transfer toolkit; employer handover; lessons learnt workshops	Partnerships Lead	Capacity building is absorbed and embedded
R8	Event delivery (3 job fairs, webinars) disrupted	Assumes venues/attendance secured	Medium – reduced reach to employers/jobseekers	Low	Use existing partners (Millwall FC, WLA, boroughs); digital/hybrid contingency	CEO/Director	Venues and attendance secured for job fairs/webinars
R9	Misinterpretation of “underrepresented groups”	Assumes scope includes groups beyond those listed (e.g. wider disadvantaged groups)	Low – scope creep or delivery criticism	Low	Explicit alignment with GLA priorities; confirm definition with GLA at mobilisation	CEO/Director	Definition applies broadly, not only to listed groups
R10	Commercial viability	Assumes funding fully covers costs; no reliance on speculative revenue	Low – as GoodPeople is a social enterprise and already has employer base	Very Low	Programme not a commercial risk vs private providers; leverages existing funded infrastructure	CEO/Director	Programme is not a commercial risk for GoodPeople

