

Dated:
18 December 2025

London Fire Commissioner

and

PEOPLESCOUT LIMITED

Contract relating to the provision of LFB4 Employer Value Proposition
(EVP)

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AGREEMENT FOR THE SUPPLY OF SERVICES

THIS AGREEMENT is made the 18th day of December 2025

BETWEEN:

- (1) **LONDON FIRE COMMISSIONER** of 169 Union Street, London, SE1 0LL (the “**LFC**”); and
 - (2) The Party described in Item 1 of Schedule 1 (the “**Contractor**”)
- (each a “**Party**” and together the “**Parties**”).

WHEREAS:

- A. The Contractor submitted the Contractor’s Proposals and the LFC has chosen the Contractor to supply the Services.
- B. The Contractor has agreed to supply the Services on the terms and conditions set out in this Agreement.

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings assigned to them, except where the context requires otherwise:

“**Agreement**” means this agreement between the LFC and the Contractor for the supply of the Services;

“**Best Value**” means the duty imposed on the LFC by Part 1 of the Local Government Act 1999 as amended from time to time and under which the LFC is under a statutory duty to seek continuous improvement in the way its functions are exercised, having regard to a combination of economy, efficiency and effectiveness and to the guidance issued from time to time by the Secretary of State, Audit Commission and the Chartered Institute of Public Finance and Accountancy (and their successor bodies as the case may be from time to time) pursuant to, or in connection with, Part 1 of the Local Government Act 1999;

“**Bribery Act**” means the Bribery Act 2010 any amending legislation and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

“**Central Digital Platform**” has the meaning within Regulation 5(2) of the Procurement Regulations 2024;

“**Charges**” means the prices set out in Schedule 3 (Charges) payable in accordance with Clause 7 of this Agreement and such prices shall be fixed for the duration of this Agreement (excluding Value Added Tax which is properly chargeable to the LFC in respect thereof);

“**Commencement Date**” means the date set out in Item 2 of Schedule 1;

“**Confidential Information**” means all information designated as such by the LFC, whether in writing or otherwise, together with all other information which relates to the business, affairs, developments, trade secrets, know-how, personnel, customers and suppliers of the LFC and other information which may by its nature reasonably be regarded as confidential information of the LFC;

“**Contract Documents**” means these Conditions and all the Schedules attached to these Conditions;

“**Contract Manager**” means the person named in Item 4 of Schedule 1 or such other person notified to the Contractor by the LFC;

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the DPA 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;

“EIR” means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

“Equalities Protocol” means the equalities protocol set out in Schedule 6 to this Agreement;

“FOIA” means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

“Force Majeure” means the occurrence after the date of this Agreement of:

- (a) war, civil war, armed conflict or terrorism; or
- (b) nuclear, chemical or biological contamination unless the source or cause of the contamination is as a result of any act by the Contractor or its Sub-Contractors or any breach by the Contractor of the terms of this Agreement; or
- (c) pressure waves caused by devices travelling at supersonic speeds,

which directly causes either Party (the “Affected Party”) to be unable to comply with all or a material part of its obligations under this Agreement; unless any of the events listed in paragraphs (a) to (c) inclusive arises directly (or indirectly) as a result of any wilful default or wilful act of the Affected Party;

“Good Industry Practice” means that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from to time of a skilled and experienced contractor engaged in the same type of undertaking as that of the Contractor under the same or similar circumstances;

“Intellectual Property” means patents, trade marks, service marks, rights in design, trade or business names, copyrights, software, database rights (whether or not any of these is registered and including applications for registration of any such thing) Confidential Information and know how and any similar or other proprietary rights of such nature;

“Invitation to Tender” means the invitation to tender issued by the LFC;

“Legislation” means all relevant Acts of Parliament and statutory regulations, instruments or orders, guidance, codes of practice, by-laws and directives, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Contractor is bound to comply, which may be in force during the period of the Agreement, as enacted, amended or interpreted from time to time;

“LFC Data” means any documents, materials and other information of any nature whatsoever relating to the LFC which has been made available to the Contractor for use in providing the Services under the Agreement but not including LFC’s Intellectual Property or branding;

“Party” or “Parties” means either or both parties to this Agreement and their successors and permitted assignees;

“Prohibited Act” means any of the following acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the LFC a financial or other advantage to:
 - (i) induce that person to perform improperly a function or activity; or
 - (ii) reward that person for improper performance of a function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a function or activity in connection with this Agreement;

(c) committing any offence under the Bribery Act or under other Legislation creating offences concerning fraudulent acts or at common law concerning fraudulent acts relating to this Agreement or any other contract with the LFC;

(d) defrauding, attempting to defraud or conspiring to defraud the LFC;

“Services” means the services or any one of them described in Schedule 2 (Specification);

“Specification” means the specification set out in Schedule 2 to this Agreement;

“Term” means the term set out in Clause 5.1 of this Agreement;

“Termination Date” means the date set out in Item 3 of Schedule 1; and

“Working Day” means any day of the week from Monday to Friday inclusive but excluding all public holidays in England.

2. INTERPRETATION

2.1. In this Agreement except where the context otherwise requires:

2.1.1. words denoting any gender include all genders, the singular denotes plural and vice versa and words denoting persons shall include firms and corporations and vice versa;

2.1.2. a reference to any statute, enactment, order, regulation or other similar instrument in this Agreement shall be construed as a reference to it as amended or re-enacted; and

2.1.3. references to Clauses and Schedules are, unless otherwise provided, references to clauses and schedules to this Agreement and are for reference only.

3. PRECEDENCE OF DOCUMENTS

3.1. Except as otherwise expressly provided, the Contract Documents are to be taken as mutually explanatory of one another. Any ambiguities or discrepancies shall be resolved by the Contract Manager who shall thereupon issue to the Contractor appropriate instructions in writing and the Contractor shall carry out and be bound by such instructions.

3.2. If there is any conflict or ambiguity between the terms of this Agreement, then a term contained in a document higher in the following list shall have priority over one contained in a document lower in the list:

3.2.1. these Conditions and Schedule 1 (Contract Particulars);

3.2.2. Schedule 2 (Specification);

3.2.3. Schedule 3 (Charges);

3.2.4. Schedule 5 (Press and PR Protocol) and Schedule 6 (Equalities Protocol); and

3.2.5. Schedule 4 (Contractor's Proposals).

3.3. If the standards set out in Schedule 4 (Contractor's Proposals) are greater than those in Schedule 2 (Specification), then the standards in Schedule 4 shall prevail.

4. EXCLUSION OF THE CONTRACTOR'S TERMS AND CONDITIONS

- 4.1. Unless otherwise agreed in writing by the LFC, this Agreement and its terms overrides any of the Contractor's terms and conditions of supply of Services which the Contractor may purport to apply under any confirmation of order or similar document.

5. TERM

- 5.1. This Agreement shall commence on the Commencement Date and shall terminate on the Termination Date unless terminated early under Clause 9 of this Agreement.

6. SUPPLY OF SERVICES

- 6.1. The Contractor shall provide the Services to the LFC on the terms and conditions set out in this Agreement and for the Charges set out in this Agreement.
- 6.2. The Contractor acknowledges that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with this Agreement. The Contractor shall not be entitled to any additional payment nor excused from obligation or liability under this Agreement due to any misinterpretation, misunderstanding or any assumptions made by the Contractor of any fact relating to the Services.
- 6.3. This Agreement is not exclusive and the LFC shall be entitled to procure services of the same or similar nature to the Services from any third party or to carry out such services itself.

7. PAYMENT

- 7.1. The LFC agrees to pay the Charges for the Services set out in Schedule 3 (Charges) in accordance with the procedure set out in this clause 7.
- 7.2. Unless otherwise expressly provided, the Charges are inclusive of (and no additional payment will be due to the Contractor in respect of) all necessary services and support including all overheads, office costs, travel costs and anything ancillary or incidental to providing the Services.
- 7.3. All Charges payable under the Agreement exclude VAT unless otherwise stated. VAT, where applicable, shall be shown separately.
- 7.4. Within [10] Working Days following the end of each Month from the Commencement Date the Contractor shall submit to the Contract Manager an invoice, which may be submitted electronically, together with a supporting statement in the form and to the address stated in Item 9 of Schedule 1.
- 7.5. If the LFC considers that the Charges claimed by the Contractor in the invoice have been correctly calculated and that the invoice is otherwise correct, the invoice shall be approved, and payment shall be made within 30 days of receipt of the invoice by bank transfer or such other method as the LFC may choose from time to time.
- 7.6. All payments made under this Agreement shall be made in pounds sterling (GBP).

8. CONTRACTOR'S GENERAL OBLIGATIONS

The Contractor shall:

- 8.1. provide the Services with the reasonable skill, care and diligence to be expected of a competent contractor experienced in providing services of a similar kind, scope and complexity as the Services, and to the entire satisfaction of the LFC;
- 8.2. ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement;

- 8.3. co-operate with the LFC in all matters relating to the Agreement, and comply with all instructions and timeframes of the LFC and the Contract Manager;
- 8.4. appoint or, at the request of the LFC, replace without delay a contract manager, who shall have authority to contractually bind the Contractor on all matters relating to the Services;
- 8.5. only use personnel who are suitably qualified, skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled;
- 8.6. remove any member of the Contractor's personnel from performing the Services if the LFC notifies the Contractor in writing that such person is in the LFC's view incompetent, negligent, or guilty of misconduct and provide a suitable replacement;
- 8.7. comply with:
 - 8.5.1 all applicable Laws from time to time in force; and
 - 8.5.2 the LFC's Policies;
- 8.8. observe and comply with all health and safety and environmental rules and guidance and any other reasonable security requirements that apply at any of the LFC's premises from time to time and are notified to the Contractor;
- 8.9. hold all LFC Data in safe custody at its own risk, maintain the LFC Data in good condition until returned to the LFC, and not dispose of or use the LFC Data other than in accordance with the LFC's written instructions or authorisation;
- 8.10. not do or omit to do anything which may cause the LFC to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
- 8.11. not engage in any conduct or activity that would constitute an offence under the Bribery Act 2010 nor receive or agree to receive from any person, or offer or agree to give to any person, or procure for any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person in relation to this Agreement, or any other contract with the LFC; and
- 8.12. notify the LFC in writing immediately upon the occurrence of a change of control of the Contractor; and ensure that its employees, agents and representatives associated with the supply of the Services comply in all respects with this Clause 8.

9. TERMINATION

- 9.1. The LFC may at any time by notice in writing terminate this Agreement forthwith if:
 - 9.1.1. the Contractor commits a material breach of any of its obligations under this Agreement and such material breach is not capable of remedy;
 - 9.1.2. without prejudice to the generality of Clause 9.1.1, fails to deliver the Services by the agreed date pursuant to an instruction from the Contract Manager;
 - 9.1.3. the Contractor makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or being an individual or firm becomes bankrupt or being a company becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction);

- 9.1.4. the Contractor has a winding-up order made, or has a liquidator appointed, an administrative receiver or court appointed receiver or a resolution for voluntary winding-up passed;
- 9.1.5. the Contractor has possession taken by the holders of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge.
- 9.2. The LFC may terminate this Agreement (for any reason whatsoever) on 2 (two) month's written notice to the Contractor. On termination of the Agreement (howsoever caused) the LFC will not be liable to the Contractor for any loss of profit, loss of contract or any other losses.

10. CONSEQUENCES OF TERMINATION

- 10.1. If this Agreement is terminated under Clause 9.1:
 - 10.1.1. the LFC shall cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Agreement shall have been calculated and provided such calculation shows a sum due to the Contractor;
 - 10.1.2. the LFC shall be entitled to repossess any of its materials or equipment loaned or hired to the Contractor and to exercise a lien over any of the materials, equipment or other services belonging to the Contractor for any sum due hereunder or otherwise from the Contractor to the LFC;
 - 10.1.3. the LFC shall be entitled to employ and pay other persons to complete the obligations of the Contractor under this Agreement to provide the Services or any part thereof and to use all such Contractor's materials, equipment or other services for the purpose thereof;
 - 10.1.4. the LFC shall be entitled to deduct any money due from or payable by the Contractor from any sum or sums which would have been due from the LFC to the Contractor under this Agreement and such loss or damage shall include the reasonable cost to the LFC of the time spent by its officers in terminating this Agreement;
 - 10.1.5. the LFC shall be entitled to recover from the Contractor as a debt any loss, damage, cost or expense to the LFC resulting from or arising out of the termination of the Contractor's obligations under this Agreement and such loss, damage, cost or expense shall include the reasonable cost to the LFC of the time spent by its officers in terminating this Agreement and in making alternative arrangements for the provision of the Services; and
 - 10.1.6. the Contractor shall return all of the LFC Data and/or destroy the LFC Data as directed by the LFC and not use the LFC Data for any other purpose whatsoever unless with the written express agreement of the LFC.

11. LIABILITY

- 11.1 The Contractor shall be responsible for and indemnify and keep indemnified the LFC, its employees, agents and sub-contractors on demand from and against all liability for
 - 11.1.1 death or personal injury;
 - 11.1.2 loss of or damage to property (including property belonging to the LFC or for which LFC is responsible); and

11.1.3 actions, losses or damage, claims, demands, costs, proceedings charges and expenses (including legal expenses on an indemnity basis),

which may arise out of, or in consequence of, the performance or non-performance of the Contractor's obligations or of its employees, agents or sub-contractors under this Agreement except to the extent that such losses are caused by negligence of the LFC or its employees or agents and provided that the Contractor's liability howsoever arising under or in connection with this Agreement shall not exceed the limit of liability set out in Item 7 of Schedule 1.

12. INSURANCE

- 12.1. The Contractor shall hold and maintain during the Term the insurances in the sum of not less than the sum stipulated in Item 8 of Schedule 1 for any one event or series of events, as well as all other insurance as may be necessary or prudent for the performance of this Agreement.
- 12.2. The evidence of the policy or policies of insurance referred to above in Clause 12.1 shall be forthwith produced to the LFC upon request together with satisfactory evidence of payment of the premiums.

13. INTELLECTUAL PROPERTY AND LFC DATA

- 13.1. The Contractor grants the LFC, or shall procure the direct grant to the LFC of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual licence to copy and modify the Contractor's Intellectual Property for the purpose of receiving and using the Services.
- 13.2. The LFC may sub-licence the licence granted under Clause 13.1.
- 13.3. The LFC grants the Contractor a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the LFC Data for the Term of the Agreement for the purpose of providing the Services to the LFC in accordance with the Agreement.
- 13.4. The provisions of this Clause 13 shall apply indefinitely after its expiry or termination.

14. WARRANTIES AND REPRESENTATIONS

- 14.1. Without prejudice to any other warranties expressed elsewhere in this Agreement or implied by law, the Contractor warrants and represents that:
 - 14.1.1. it has full capacity and authority and all necessary licences, permits and consents to enter into this Agreement;
 - 14.1.2. this Agreement is executed by a duly authorised representative of the Contractor;
 - 14.1.3. the Contractor shall discharge its obligations under this Agreement with all due skill, care and diligence including but not limited to Good Industry Practice; and
 - 14.1.4. any software, electronic or magnetic media, hardware or computer system used or supplied by the Contractor in connection with the Agreement shall not infringe any intellectual property rights.
- 14.2. Without prejudice to the LFC's rights (whether under this Agreement or otherwise) if the Contractor is in breach of any of its warranties, the Contractor shall, if required to do so by the LFC, promptly re-supply the Services or part of them at its own expense to ensure compliance with such warranties.

15. NO ASSIGNMENT

- 15.1. The Contractor shall not assign, novate or sub-contract this Agreement or any part thereof without the prior written agreement of the LFC.

16. ACCESS TO PREMISES

- 16.1. Any LFC premises made available to the Contractor in connection with this Agreement shall be used by the Contractor solely for the purpose of performing the Services under this Agreement. The Contractor shall have the use of such LFC premises as licensee with the LFC able to refuse admission to any personnel and shall vacate such LFC premises upon the termination or expiry of this Agreement or at such earlier date as the LFC may determine.

17. NON-SOLICITATION OF LFC STAFF

- 17.1. The Contractor hereby agrees and undertakes that it will not during the Term directly or indirectly unless with the written agreement of the LFC (which shall not be unreasonably withheld):
- 17.1.1. employ or engage any employee of the LFC, except in circumstances where the employee's employment with the LFC has ceased before the employment or engagement with the Contractor commences; or
 - 17.1.2. induce or procure any employee of the LFC to do anything which if done by such employee will be a breach of any obligations they may owe to the LFC.

18. LABOUR

- 18.1. During the Term of the Agreement the Contractor shall:
- 18.1.1. comply fully with the terms of any collective agreement entered into between one or more trade unions and any association of employers of which the Contractor is a member; and
 - 18.1.2. not itself, or through a servant or agent, perform any act intended to discourage or penalise employees or prospective employees from becoming or continuing as members of a trade union.
- 18.2. Compliance with clause 18.1 above is a condition of the Agreement. In the event that the Contractor breaches any provision of this Clause 18 in a material respect the LFC shall have the right to terminate the Agreement.

19. ZERO HOUR CONTRACTS

- 19.1. The LFC expects all workers in its supply chain to be provided with fair employment conditions. The Contractor shall not use zero hour contracts in the supply of the Services to the LFC for any low paid, low skilled roles without the prior approval of the LFC.
- 19.2. Compliance with Clause 19.1 above is a condition of the Agreement. In the event that the Contractor breaches any provision of this Clause 19.1 in a material respect the LFC shall have the right to terminate the Agreement.

20. EQUALITIES

- 20.1. During the Term of the Agreement the Contractor shall not itself, or through a servant or agent, discriminate against any person on any grounds contrary to the provisions of the Equality Act 2010 and the Contractor shall comply fully with the terms of the LFC's Equalities Protocol as set out in Schedule 6.

21. PREVENTION OF BRIBERY

- 21.1. The Contractor:
- 21.1.1. shall not, and shall procure that its personnel and Sub-contractors shall not, commit a Prohibited Act;

- 21.1.2. warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the LFC, or that an agreement has been reached to that effect, in connection with the execution of this Agreement (excluding any arrangement of which full details have been disclosed in writing to the LFC and which have the LFC's consent before execution of this Agreement).
- 21.2. The Contractor shall:
 - 21.2.1. if requested, provide the LFC with any reasonable assistance to enable the LFC to perform any activity required by any relevant government or agency for the purpose of compliance with the Bribery Act;
 - 21.2.2. within ten (10) Working Days of the Commencement Date, and annually thereafter, certify to the LFC in writing (such certification to be signed by a Director of the Contractor) compliance with this Clause 21 by the Contractor and all persons associated with it (the Contractor shall provide such supporting evidence of compliance as the LFC may reasonably request).
- 21.3. The Contractor shall have an anti-bribery policy to tackle prevention of any personnel or Sub-contractors from committing a Prohibited Act and shall fully enforce it.
- 21.4. If any breach of Clause 21.1 is suspected or known, the Contractor must notify the LFC immediately.
- 21.5. If the Contractor notifies the LFC that it suspects or knows that there may be a breach of Clause 21.1, the Contractor must respond promptly to the LFC's enquiries, co-operate with any investigation, and allow the LFC to audit books, records and any other relevant documentation.
- 21.6. The LFC may terminate this Agreement by written notice with immediate effect if it reasonably suspects that the Contractor, its personnel or Sub-contractors (in all cases whether or not acting with the Contractor's knowledge) has breached Clause 21.1.
- 21.7. Any notice of termination under Clause 27.6 must specify:
 - 21.7.1. the nature of the Prohibited Act;
 - 21.7.2. the identity of the party whom the LFC believes has committed the Prohibited Act; and
 - 21.7.3. the date on which this Agreement will terminate.
- 21.8. Any termination under Clause 27.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the LFC.

22. CONFIDENTIALITY

- 22.1. The Contractor acknowledges that any Confidential Information provided by the LFC remains the property of the LFC and hereby warrants that any person employed or engaged by the Contractor or any sub-contractor or third parties shall only use Confidential Information for the purposes of this Agreement, shall not disclose Confidential Information to any third party and shall at the LFC's request destroy any Confidential Information in its possession.

23. FORCE MAJEURE

- 23.1. In the event of a Force Majeure, the Affected Party shall be relieved from liability for any delay or failure in performance of any of its obligations under this Agreement which is caused by or results from Force Majeure for so long as and to the extent that the Force Majeure and/or the effects of such occurrence could not be overcome by measures which the Affected Party might reasonably be expected to take with a view to resuming performance of its obligations.

- 23.2. Following the occurrence of Force Majeure, the Affected Party shall notify the other Party in writing as soon as reasonably practicable of the occurrence of the Force Majeure, including details of the nature of the Force Majeure, an estimation of the likely duration of the Force Majeure (to the extent possible) and the Affected Party's obligations under the Agreement as affected by the Force Majeure; and promptly notify the other Party when it is once again able to perform its obligations under the Agreement.
- 23.3. If an occurrence of Force Majeure has continued for more than 90 calendar days and is having a material adverse effect on the Affected Party's performance of its obligations under the Agreement then the other Party may terminate the Agreement in whole or in part immediately upon giving written notice to the Affected Party, in which event neither Party shall be liable to the other by reason of such termination.

24. BEST VALUE

- 24.1. The Contractor acknowledges that the LFC is subject to a duty of Best Value. The Contractor agrees actively to promote, support and assist the LFC in discharging its duty of Best Value and either alone or jointly with the LFC seek to identify improvements in the Services which may result in savings for the LFC or the Contractor or both.

25. PROTECTION OF PERSONAL DATA

- 25.1. Each Party shall comply with its respective obligations under Data Protection Legislation.

26. RECORDS AUDIT AND INSPECTION

- 26.1. The Contractor shall, and shall procure that its Sub-contractors shall, maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and all transactions entered into by the Contractor for the purposes of this Agreement. The Contractor shall and shall procure that its Sub-contractors shall retain all such records for a period of no less than six (6) years (or such other period as may be required by law) following expiry or earlier termination of this Agreement.
- 26.2. The LFC has the right to audit any and all such records at any time during the performance of this Agreement and during the six (6) year period (or such other period as may be required by law) following expiry or earlier termination of this Agreement.

27. ARBITRATION

- 27.1. If any such dispute or difference shall arise between the Contractor and the LFC either during the progress of the Agreement or after the determination abandonment or breach of the Agreement, or as to any matter or thing arising hereunder, then either party shall forthwith give to the other notice of such dispute or difference and such dispute or difference shall be and is hereby referred to the arbitration and final decision of a person to be mutually agreed in writing by the LFC and the Contractor or failing agreement, of a person to be appointed on request by the President of the Law Society of England and the award of such arbitrator shall be final and binding on the parties.

28. FREEDOM OF INFORMATION

- 28.1. The Contractor acknowledges that the LFC is subject to the FOIA and EIR and agrees to assist and co-operate with the LFC to enable the LFC to comply with its obligations under the FOIA and EIR.
- 28.2. This Clause 28 shall survive the expiry or termination of this Agreement.

29. ENTIRE AGREEMENT

- 29.1. This Agreement constitutes the entire understanding between the Parties and, save as may be expressly referred to or referenced herein, supersedes and extinguishes all previous and contemporaneous agreements, statements, promises, assurances, warranties, representations, writings, negotiations, and understandings between them, whether written or oral, relating to its subject matter, except in respect of any fraudulent misrepresentation made by either Party.

30. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 30.1. The Parties do not intend that any term of this Agreement should be enforceable by any third party as provided by the Contracts (Rights of Third Parties) Act 1999 but any third party right which exists or is available independently of the Act is preserved.
- 30.2. The Parties may terminate or rescind this Agreement, or agree to any variation, waiver or settlement in connection with it, without the consent of any other person.

31. PRESS AND PR PROTOCOL

- 31.1. Neither Party shall by itself, its employees or agents (and the Contractor shall procure that its Sub-contractors shall not) communicate with members of the press, television, radio or other communications media on any matter concerning this Agreement without the prior written approval of the other Party except as set out in a protocol in the form set out in Schedule 5 (Press & PR Protocol) as amended from time to time by agreement of the Parties.

32. WAIVER

- 32.1. A waiver of any right or remedy under this Agreement or by any legislation is only effective if given in writing and signed by the waiving Party and shall not be deemed a waiver of any subsequent right or remedy.
- 32.2. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by any legislation shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by any legislation shall prevent or restrict the further exercise of that or any other right or remedy.

33. SEVERABILITY

- 33.1. If any provision or part-provision of this Agreement is or becomes be invalid, illegal or unenforceable to any extent, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted and the Parties shall negotiate in good faith an alternative provision that, to the greatest extent possible, achieves the intended result of the deleted provision. Any modification to or deletion of a provision or part-provision under this Clause 33 shall not affect the validity and enforceability of the rest of this Agreement.

34. SURVIVAL

- 34.1. On termination or expiry of this Agreement, the following clauses shall continue in full force and effect: Clause 10 (Consequences of Termination), Clause 11 (Liability), Clause 12 (Insurance), Clause 22 (Confidentiality), Clause 25 (Protection of Personal Data),

Clause 26 (Records Audit and Inspection), Clause 27 (Arbitration), Clause 28 (Freedom of Information) and Clause 31 (Press and PR Protocol).

- 34.2. Any other provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 34.3. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

35. NOTICES

- 35.1. Except as otherwise expressly provided in this Agreement, no communication from one Party to the other Party shall have validity under this Agreement unless made in writing and in English, and signed by, or on behalf of, the LFC or, as the case may be, by or on behalf of the Contractor in accordance with the terms of this Agreement (where appropriate).
- 35.2. Except as otherwise expressly provided, any notice or other communication whatsoever which either Party may give or make to the other shall be given or made either by post in a prepaid letter, or by email transmission addressed to the other Party in the manner referred to below and if that letter or email is not returned as being undelivered shall be deemed for the purposes of this Agreement to have been given or made after two business days, for a letter, or four hours for an email transmission except that where an email transmission is made after 5.00 pm it shall be deemed to have been received at 9.00am the following business day.
- 35.3. For the purposes of this Clause 36 the address of each Party shall be the name and address details set out in Schedule 1.

36. PARTNERSHIP

- 36.1. Nothing in this Agreement constitutes, or will be deemed to constitute, a partnership between the Parties for any purpose whatsoever, nor make any Party the agent of the other Party or to allow either Party to hold itself out as acting on behalf of the other, save where expressly authorised by the relevant Party. None of the Parties shall have, nor will represent that they have, any authority to make any commitments on the other Party's behalf.

37. LAW AND JURISDICTION

- 37.1. The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter of formation, shall be governed by, and construed in accordance with, the law of England and Wales.
- 37.2. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

THIS AGREEMENT has been signed for and on behalf of the parties the day and year written above.

Signed by for and on behalf of London Fire Commissioner:

Signature:

A handwritten signature in blue ink, appearing to read 'D. Rowell'.

Print name and position:

David Rowell

Assistant Director & Head of Service

Signed by for and on behalf of the Contractor:

Signature:

A handwritten signature in black ink, appearing to read 'R. Peasnell'.

Print name and position:

Robert Peasnell

Head of Growth

SCHEDULE 1 - CONTRACT PARTICULARS

- Item 1:** Contractor's Name: PEOPLESCOUT LIMITED
Registered Address: 265 Tottenham Court Road, London, W1T 7RQ
Company Registration Number: 05648042
- Item 2:** Commencement Date (Clause 1): 18th December 2025
- Item 3:** Termination Date (Clause 1): 30th June 2026
- Item 4:** Contract Manager (Clause 1): Damian Candish
- Item 5:** Contractor's Notice Details
Name: Robert Peasnell
Address: 265 Tottenham Court Road, London, W1T 7RQ
Point of Contact: Robert Peasnell
Telephone: +447901 591306
Email: Robert.Peasnell@tmpw.co.uk
- Item 6:** LFC's Notice Details
Name: Damian Candish
Address: 3rd Floor West, 169 Union Street, London, SE1 0LL
Point of Contact: Damian Candish
Telephone: +447881269500
Email: DAMIAN.CANDISH@london-fire.gov.uk
- Item 7:** Contractor's limit of liability (clause 11): Total amount paid or payable for the Services under this Agreement
- Item 8:** Public Liability Insurance (Clause 12) £5,000,000
Employers Liability Insurance (Clause 12) 10,000,000
Professional Indemnity Insurance (Clause 12) £1,000,000
- Item 9:** Invoices shall be submitted in hardcopy to The London Fire Commissioner, Finance Department, Accounts Payable Section, 3rd floor, 169 Union Street, London, SE1 0LL or in soft copy PDF format emailed to Accounts Payable at invoices@london-fire.gov.uk. Invoices must contain any PO number, the Agreement Number and details of the Services provided. Payment will be made within 30 days of receipt of a valid and undisputed invoice by bank transfer or such other method as the LFC may choose from time to time.

SCHEDULE 2 - SPECIFICATION

Executive Summary:	
Introductions:	
Aim	<p>The aim is to develop and activate LFB's EVP so LFB attracts the best staff and retains existing staff.</p> <p>Prospective suppliers should note:</p> <ol style="list-style-type: none"> 1. Internal activation must start before external activation. 2. External activation must start by 31 March 2026. 3. These dates are not flexible because this is a specific His Majesty's Inspectorate of Constabulary and Fire & Rescue Services (HMICFRS) action for LFB to complete. 4. The supplier will need to show value for money in their proposals as we need to demonstrate how taxpayers' money is spent. 5. The maximum budget for this contract is £50,000. 6. Proposals must show a pricing breakdown for each deliverable part of the proposal with time spent in days.
Background	<p>Work to date:</p> <p>In 2024 an agency developed a draft EVP message framework for LFB through document review, research, and staff workshops with operational, FRS and control staff (see accompanying documents). The EVP message framework is under review internally and seeking staff opinion on the EVP messaging. See Appendix 1: LFB's draft EVP.</p> <p>There is an LFB project team to develop and activate the EVP, comprised of Recruitment, Outreach, Communications, Fire Stations, and Control, with Organisational Development (HR) leading the project (who the successful supplier will be working closely with).</p> <p>The challenges:</p>

<p>LFB largely relies on our reputation to recruit, which is subjective and based on perceptions of what LFB does as an organisation. This tends to be a much narrower view of roles on offer and of the organisation.</p> <p>We need to control the narrative by activating an EVP that shows exactly who we are as an organisation (our culture), what it takes to be a firefighter and the breadth of other roles and how they contribute towards delivering LFB's services.</p> <p>The lack of awareness exists despite information on our website and provided at Outreach days.</p> <p>We need to meet our workforce composition targets. We have consistently not met the annual targets with the exception of attracting staff from the LGBT community. The current workforce composition is:</p>		
Staff composition	2025/26 Annual Target	2029 Aspiration
Women	20%	50%
Ethnic Minority	19%	40%
Disabled	10%	10% (same as annual)
LGB	4.60%	4.60 (same as annual)
<p>The recent independent culture review showed more of the negative aspects of LFB which we are working hard to change and improve, this is an opportunity for the EVP to show what makes LFB a great place to work.</p> <p>We need to;</p> <ol style="list-style-type: none"> 1. Better access diverse labour markets and attract a diverse talent for every role. 2. Demonstrate the benefits of positive action internally and externally. 3. Strengthen awareness of LFB as an inclusive and attractive employer, targeting career opportunities to underrepresented groups. 4. Demonstrate why LFB is an employer of choice and a great alternative for those who want a change of career. 5. Demonstrate the benefits of working at LFB internally and externally (see Appendix A for current benefits). 6. Demonstrate the breadth of other roles (FRS and Control) on offer and how they contribute to delivering LFB's services. 		

	<ol style="list-style-type: none"> 7. Attract better quality firefighter candidates by demonstrating the stark realities of the role, enabling prospective employees to self-select out of the process and vice-versa. 8. Enable LFB to compete with other similar uniformed organisations, such as the Armed Forces, Met Police, or London Ambulance Service. 9. Demonstrate that LFB is a unified organisation, where our core recruitment is for firefighters, we need to attract the best people across all functions to support our frontline staff. <p>Demonstrating the benefits of positive action within the EVP:</p> <p>An essential part of the EVP is that prospective and existing staff better understand the value of positive action and having a diverse workforce.</p> <p>Positive action is often misunderstood. It is not about lowering standards or giving some people an unfair advantage. Every firefighter and member of staff must meet the same high standards of capability, performance, and values without exception.</p> <p>What positive action <i>does</i> mean is that LFB works hard to remove barriers, challenge myths, and reach talented people from all backgrounds who may not previously have seen themselves in our service. It's about ensuring that the best candidates, whatever their background, know they have a fair chance to succeed.</p> <p>By doing this, we strengthen our workforce. A service that reflects the communities we serve is better able to earn trust, solve problems, and keep people safe. Positive action is about expanding opportunity and attracting the broadest pool of high-quality candidates.</p> <p>Our EVP should clearly explain:</p> <ul style="list-style-type: none"> • <u>Equal standards</u>: That everyone must meet the same rigorous requirements. • <u>Expanded opportunity</u>: We are proactive in reaching out to diverse talent from underrepresented groups, to make sure they know the fire and rescue service is for them. • <u>Stronger service</u>: A workforce that reflects London is a workforce better equipped to serve it. <p>Staff benefits:</p> <p>LFB does offer a good range of benefits to staff, although these are somewhat scattered and not well promoted internally or externally, which makes it difficult for existing and new staff to appreciate and utilise the benefits on offer. LFB pays well across all our entry-level roles and offers structured career progression in operational and Control roles.</p> <p>Workforce and recruitment figures:</p> <p>LFB has around 5900 staff, who are located at 102 fire stations and one river station, headquarters, four Area Team offices, and London Operations Centre (Control) in Greater London.</p> <p>There are three occupational groups;</p> <ul style="list-style-type: none"> • Operational staff (firefighters and officers); c4900 staff. We recruit c.280 per year.
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	<ul style="list-style-type: none"> • Fire and Rescue Service (FRS) Staff (non-operational support staff e.g. finance, HR); c.900 staff. We recruit c.100-200 per year. • Control Staff (answer 999 calls and mobilise resources to incidents); c.100 staff. We recruit c.20 per year. <p>There are 16 departments covering a range of functions (available on request).</p> <p>Recruitment Overview:</p> <p>LFB hasn't run a centralised recruitment campaign for several years for any occupational group.</p> <p><i>Firefighter Recruitment:</i></p> <ul style="list-style-type: none"> • We receive a good volume of applications, previous recruitment campaigns have received up to 9000 applicants for 280 jobs. • Every applicant to become a firefighter must attend an Outreach Day, where they are given information about the job and the skills and attributes they need to be successful. • The only sift to enter into the selection process is a basic English and maths test (c.level 1-2). • We are reviewing firefighter recruitment to ensure the process is fit-for-purpose, which includes more applicant sifting pre-assessment. <p><i>FRS and Control Staff Recruitment:</i></p> <ul style="list-style-type: none"> • We rarely have a high volume of quality candidates. • There are no centrally delivered attraction campaigns for FRS or Control. • Jobs are advertised on LFB's website, occasionally through partner websites such as NFCC, and on Reed for temporary hires. • Managers can pay for LinkedIn advertising should they wish. <p>A new Head of Resourcing will join the organisation in autumn. They will be responsible for leading the recruitment and outreach functions, with specific objectives around reviewing firefighter assessment processes. At present, firefighter recruitment is paused until Spring 2026.</p> <p>Useful links:</p> <ul style="list-style-type: none"> • LFB website careers pages https://www.london-fire.gov.uk/careers/ • LFB Community Risk Management Plan https://www.london-fire.gov.uk/about-us/your-london-fire-brigade-our-plan-for-2023-29/ • LFB Values https://www.london-fire.gov.uk/about-us/our-values/ • Independent Culture Review of London Fire Brigade
Scope, Boundaries and Constraints	<p>Scope of work required:</p>

	<p>The supplier will be working alongside the LFB EVP project team, providing expertise and delivering key aspects of activation and advising on the content and areas LFB should be producing in conjunction. The suppliers remit includes;</p> <ol style="list-style-type: none"> 1. Providing expertise, advice and guidance about how LFB should deliver our EVP internally and externally. 2. Develop a step-by-step plan in conjunction with the LFB project team to launch and continue delivering the EVP both internally and externally. 3. Ensure the EVP internal and external activation reflects LFB's diverse workforce and communicates the benefits of positive action in recruitment and employment. 4. Develop and refine the existing draft EVP messaging to a final usable version. 5. Creating message houses that are targeted at different groups internally and externally. 6. Production of new assets such as videos, imagery, and photography on digital and physical channels internally and externally. <p>Work that can be carried out by LFB:</p> <p>There are a variety of aspects of activating the EVP that LFB can do internally. These are examples, we will adjust as per the recommendations provided in point 1 above;</p> <ol style="list-style-type: none"> 1. Applying the messaging on internal and external assets e.g. recruitment materials such as job packs, job descriptions, assessment material, Outreach resources for open days, Fire Cadet assets, LFB Museum assets, LFB vehicle wrapping etc. 2. Creating intranet pages for internal staff (e.g. a benefits hub) 3. Updating careers pages of external website with messaging, EVP assets, and benefits area. 4. Applying EVP messaging and accreditation logos in areas such as staff email sign-off's. 5. Incorporating EVP messaging and assets into the design of our new Headquarters (c.2028). 6. Managing LFB social media accounts (e.g. YouTube, Facebook, Instagram, X etc). 7. Enabling staff to become brand ambassadors on their personal social media accounts. 8. Physical "Come work for us" cards that staff can give to people who have made a positive impression (links to brand ambassadors).
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	<p>Constraints:</p> <ol style="list-style-type: none"> 1. The Internal activation must start before external activation. 2. External activation must start by 31 March 2026. 3. Assets should be designed so they can be owned and edited by LFB without any reliance on external partners. 4. Campaigns should be designed around existing communication channels, or where there are opportunities to use channels differently. 5. LFB will provide logos and branding guidelines. 6. There is no funding available for items like billboard campaigns and television adverts. <p>There are no other foreseeable constraints at this time, however it should be accepted that some may arise as work progresses.</p>
Objectives	<p>Provision of the requirements that enables LFB to;</p> <ol style="list-style-type: none"> 1. Better access diverse labour markets and attract a diverse talent for every role. 2. Demonstrate the benefits of positive action internally and externally. 3. Strengthen awareness of LFB as an inclusive and attractive employer, targeting career opportunities to underrepresented groups. 4. Demonstrate why LFB is an employer of choice and a great alternative for those who want a change of career. 5. Demonstrate the benefits of working at LFB internally and externally (see Appendix A for current benefits). 6. Demonstrate the breadth of other roles (FRS and Control) on offer and how they contribute to delivering LFB's services. 7. Attract better quality firefighter candidates by demonstrating the stark realities of the role, enabling prospective employees to self-select out of the process and vice-versa. 8. Enable LFB to compete with other similar uniformed organisations, such as the Armed Forces, Met Police, or London Ambulance Service. 9. Demonstrate that LFB is a unified organisation, where our core recruitment is for firefighters, we need to attract the best people across all functions to support our frontline staff.
Policies	

	<p>Policy 0944 - Social Media Policy. For awareness, particularly for brand ambassadors.</p> <p>LFB brand guidelines will be shared on successful award of this contract.</p>
Requirements:	
Mandatory/essential requirements	<p>LFB is seeking external expertise to assist activation of our EVP; the contractor should describe in their proposals where additional enhancements will result in a more effective activation.</p> <p>The contractor should consider the budgetary constraints already outlined. If additional work falls outside of the essential requirements, costed proposals (e.g. add-on's) should be made to further enhance EVP activation.</p>
Optional requirements	<p>Acceptance and sign-off/agreement of deliverables will be by a named representative of the EVP working group. It should be noted the representative will be seeking internal agreement for acceptance of deliverables.</p> <p>The contractor is responsible for developing a plan which delivers the requirements and deliverables.</p>
Implementation requirements	Not applicable.
Possible future enhancements	Not applicable.
<u>Deliverables</u>	
<p>Deliverables</p> <ol style="list-style-type: none"> 1. Providing expertise, advice and guidance about how LFB should deliver our EVP internally and externally. 	

2. Develop a step-by-step plan in conjunction with the LFB project team to launch and continue delivering the EVP both internally and externally.
3. Ensure the EVP internal and external activation reflects LFB's diverse workforce and communicates the benefits of positive action in recruitment and employment.
4. Develop and refine the existing draft EVP messaging to a final usable version.
5. Creating message houses that are targeted at different groups internally and externally.
6. Production of new assets such as videos, imagery, and photography on digital and physical channels internally and externally.

Deliverables Acceptance Criteria:

All acceptance will be confirmed by Damian Candish, the LFB project team lead.

All deliverables must meet the stated objectives by the internal and external launch deadlines. The objectives are listed below for reference.

1. **Providing expertise, advice and guidance about how LFB should deliver our EVP internally and externally.**
 - Delivered within the first three weeks of the contract. Acceptance confirmed within 5 working days.
 - Acceptance by examination requiring a written high-level approach/strategy.
2. **Develop a step-by-step plan in conjunction with the LFB project team to launch and continue delivering the EVP both internally and externally.**
 - Delivered within the first three weeks of the contract. Acceptance confirmed within 5 working days.
 - Acceptance by examination requires a plan with clearly defined steps, actions and timeframes. Which details contractor produced assets, actions required by LFB to complete (e.g. updating assets our end, when and how to start what communications), usage of assets by LFB for internal and external launch.
3. **Ensure the EVP internal and external activation reflects LFB's diverse workforce and communicates the benefits of positive action in recruitment and employment.**
 - Delivered as per the actions and milestones in the internal and external launch and continuation plan (deliverable 2).
 - Acceptance by examination that the EVP design and delivery meets the guidance set out in the background section of this document "Demonstrating the benefits of positive action within the EVP". Specifically regarding;
 - Equal standards: That everyone must meet the same rigorous requirements.

<ul style="list-style-type: none"> ○ Expanded opportunity: We are proactive in reaching out to diverse talent from underrepresented groups, to make sure they know the fire and rescue service is for them. ○ Stronger service: A workforce that reflects London is a workforce better equipped to serve it.
<p>4. Develop and refine the existing draft EVP messaging to a final usable version.</p> <ul style="list-style-type: none"> • Delivered within the first four weeks of the contract. Acceptance confirmed within 8 working days. • Acceptance by examination requires that EVP messaging is in line with LFB culture and accurately reflects who we are and what we offer as an organisation.
<p>5. Creating message houses that are targeted at different groups internally and externally.</p> <ul style="list-style-type: none"> • Delivered as per the actions and milestones in the internal and external launch and continuation plan (deliverable 2). Acceptance confirmed within eight working days. • Acceptance by examination of a framework that describes which parts of our EVP messaging should be used by specific communication methods/platforms to specific groups (e.g. internal, external, specific messaging for different groups, specifying the communication methods required).
<p>6. Production of new assets such as videos, imagery, and photography on digital and physical channels internally and externally.</p> <ul style="list-style-type: none"> • Delivered as per the actions and milestones in the internal and external launch and continuation plan (deliverable 2). Acceptance confirmed within 10 working days. <p>Acceptance by examination that the requirements and objectives detailed in this document are met by the assets, and that the assets produced are as per the accepted proposals from the contractor and within the launch and continuation strategy and plan.</p>
<ul style="list-style-type: none"> • <u>Payment Schedule</u>
<p>Payment will be made upon LFB acceptance of all the agreed requirements in the suppliers proposal.</p>
<p><u>General Data Protection Regulation (GDPR)</u></p>
<p>There are no anticipated GDPR issues associated with this contract, such as the need to share any protected data.</p>
<p><u>Intellectual Property Rights (IPR) & Non-Disclosure:</u></p>

The production of all assets by the contractor for LFB will be owned by LFB. All assets' files will be sent to LFB for future use as LFB wishes.

Performance Measures and Contract Management:

- Regular meetings and contact with the contractor will be expected given the short duration of the work. This could reasonably be a weekly general contact, however representatives from the working group will be available as much as the contractor reasonably requires to deliver the requirements.
- The contractor and LFB will agree a delivery plan within the first 3 weeks of the contract that achieve the contract requirements.
- The contractor will give weekly progress updates to the LFB, where LFB will review against the delivery plan.
- Prompt responses to queries by both LFB and the contractor should be within 24 hours, allowing for exceptional circumstances where reasonable to do so.
- LFB will grant access to premises and staff where required by the contractor, and where agreed by LFB, to deliver the requirements. The contractor should give as early notice as practically possible. Although it must be appreciated that we are an emergency service and this cannot hinder any frontline response to incidents or core functions, noting that resources can often be redeployed elsewhere quickly and arrangements may need to be rescheduled as short notice or on the day. All efforts will be made to minimise disruption to delivering the requirements.

ICT Security Consideration:

Not applicable – the contract will not involve the acquisition or development of software.

Contract Termination/Exit Management:

NA

Appendix 1 – LFB's draft EVP.

This was produced externally, with desk-based research and focus groups with LFB staff.

LFB EVP working group are reviewing this EVP framework internally, alongside consultation with Firefighters and our external Community Forum.

SCHEDULE 3 - CHARGES

Price item description	Task detail	Job title	Hours	Rate £/hr	Third-party description	Line value	Item total
Work to support the development and activation of our Employer Value Proposition	Strategy for both internal and external activation (initial workshop session to gather industry insights)	Employer Brand Strategist	24	£113		£2,700.00	£48,100.00
		Head of Creative	24	£70		£1,680.00	
		Social Strategist	24	£70		£1,680.00	
		Paid Media and Performance Manager	24	£45		£1,080.00	
	Development of ideas and proposal for activation approach (to include innovative solutions using existing communication channels and suggestions for any new)	Employer Brand Strategist	16	£113		£1,800.00	
		Art Director	16	£70		£1,120.00	
		Copywriter	16	£83		£1,320.00	
		Social Strategist	16	£70		£1,120.00	
	Refinement of creative and allowance for activation assets	Paid Media and Performance Manager	16	£45		£720.00	
		Art Director	16	£70		£1,120.00	
		Copywriter	16	£83		£1,320.00	
		Filmmaker	24	£70		£1,680.00	
	Final allowance for amends before activation	Art Director	16	£70		£1,120.00	
		Copywriter	16	£83		£1,320.00	
		Filmmaker	16	£70		£1,120.00	
	Internal activation allowance - to be fully scoped following kick off call but may include banners, events, print and digital				Internal activation allowance - to be fully scoped following kick off call but may include banners, events, print and digital	£11,000.00	
	External activation allowance - may include video assets, OOH (not including billboards etc.), events and assets across print and digital				External activation allowance - may include video assets, OOH (not including billboards etc.), events and assets across print and digital	£12,000.00	
	Delivery and oversight	Client Manager	28	£50		£1,400.00	
		Project Manager	56	£50		£2,800.00	
TMP full rate-card price							£75,160.00
Contract/framework rate-card price							£48,100.00
Final price							£48,100.00

Notes:

1. All costs exclude VAT.
2. All costs are subject to detailed scope.
3. Work will not commence until sign off and all required assets are received.
4. Costs are valid for 30 days.
5. Expenses associated with the delivery of this project i.e. Travel, accommodation, subsistence, etc.) will be charged back at cost.
6. This quote excludes purchase of fonts, photography and other third-party costs.
7. All quotes are based on the information available at the time. Additional requirements will be assessed, and costs/timescales may be revised accordingly.
8. There is 30-day warranty on development work. Bugs or issues that are not picked up in UAT or within 30 days of go-live are subject to additional charges.

SCHEDULE 4 – CONTRACTOR'S PROPOSALS



TMP%20Worldwide's
%20response%20to%

SCHEDULE 5 - PRESS AND PR PROTOCOL

London Fire Commissioner and TMP (HOLDINGS) LIMITED

JOINT PROTOCOL FOR DEALING WITH ENQUIRIES FROM THE MEDIA AND THE PUBLIC

1 Purpose of the Protocol

- 1.1 To record the arrangements agreed between the London Fire Commissioner (the LFC) and TMP (HOLDINGS) LIMITED (the Contractor) for dealing with enquiries from the media and the public.

2 The LFC's Organisation Arrangements

- 2.1 The LFC's Press Office has a complement of five full-time staff and is managed by the Head of Media and Internal Communications.
- 2.2 The Press Office is generally staffed from 8.30 am until 5.30 pm Monday to Friday inclusive. Telephone No. 020-8536-5922. Outside of these hours a member of the press office will be on call. When it is not staffed the telephones in the Press Office are diverted to Brigade Control which can deal with basic media enquiries or, where necessary, contact the Duty Press Officer.

3 The Contractor's Organisational Arrangements

- 3.1 Names and contact arrangements for these staff are set out in Appendix A to this Protocol. The Contractor will advise the LFC of any changes to Appendix A within five working days of the changes being effected.

4 LFC arrangements for dealing with enquiries from the media and publicity

- 4.1 The LFC (normally via the Press Office) will handle all enquiries from the media or the public relating to the LFC's services.
- 4.2 So far as matters directly relating to the Goods and Services provided by the Contractor and matters relating directly to the Agreement are concerned, the Press Office will:
 - 4.2.1 without contacting the Contractor, provide factual information to the media and the public based on information provided by the Contractor
 - 4.2.2 issue a holding statement in response to enquiries and agree with the Contractor the text of any oral or written material to be issued to the media or the public
 - 4.2.3 advise the Contractor contacts of any proposed LFC public relations events which could reasonably be expected to involve matters relating to the supply of the Goods and Services by the Contractor or the contractual arrangements with the LFC and agree any action to be taken by the Parties
 - 4.2.4 deal expeditiously with and not unreasonably withhold approval to any material referred to in 5.1.1 below

5 The Contractor's arrangements for dealing with enquiries from the media and public

- 5.1 So far as matters relating to the Goods and Services provided by the Contractor are concerned, the Contractor will at its own expense:

- 5.1.1 provide factual information to the LFC for issue to the media and the public and update this information as required
- 5.1.2 notify the LFC's Press Office at the earliest possible opportunity, by phone of any enquiry from the media or the public relating to the Agreement, provision of the Goods or performance of the Services by the Contractor, or other LFC Contractual arrangements with the Contractor.
- 5.1.3 contact the LFC's Press Office by phone, email or fax with requests from the media to photograph or film at any LFC property for approval by the Head of Media and Internal Communications and agreement as to the arrangements to be made and the requests will not be agreed until such approval is given.
- 5.1.4 advise the Head of Media and Internal Communications of any proposed public relations events which could reasonably be expected to involve matters relating to the Agreement, provision of the Goods or performance of the Services by the Contractor or the contractual arrangements with the LFC and agree any action to be taken by the Parties and the event will not proceed until such agreement is reached
- 5.1.5 so far as 5.1.3 above is concerned, where approval is given for photographing or filming on LFC property, ensure that those attending from or on behalf of the Contractor comply with all instructions issued by any LFC Employee, Officer, or Member of the LFC and sign an indemnity in the form provided by the LFC (if requested)
- 5.1.6 ensure that all of its staff and sub-contractors or other agents are apprised of the content of this protocol so far as relevant to the performance of the contract duties of the Contractor.



Signed For the LFC



Signed Robert Peasnell For the Contractor

London Fire Commissioner and PEOPLESCOUT LIMITED

Appendix A

London Fire Commissioner and PEOPLESCOUT LIMITED

JOINT PROTOCOL FOR DEALING WITH MEDIA ENQUIRIES

The Contractor's contacts

Monday to Friday: 0800 to 1900

Core Team: Name

Office No

Mobile No

The Contractor's marketing contact names:

E-mail addresses are:

SCHEDULE 6 - EQUALITIES PROTOCOL

(1) The Contractor shall have a written Equal Opportunities Policy, which shall be produced to the LFC upon request.

(2) The Contractor shall, in accordance with its equal opportunities policy, seek to eliminate all unlawful discrimination in relation to sex, race, disability, religion and sexual orientation in its employment and management practices and in the performance of its obligations under the Agreement.

(3) The Contractor shall work with the LFC as reasonably required throughout the term of the contract to promote equality in accordance with the Equality Clause in the Agreement, and to ensure that the delivery of Contract is achieved without unlawful discrimination on the grounds of sex, race, disability, sexual orientation, or religion.

(4) The Contractor shall work with the LFC as reasonably required throughout the term of the Agreement to enable the LFC to fulfil its duties under the Equality Act 2010 and section 404 of the Greater London Authority Act 1999 (promoting equality of opportunity for all persons, irrespective of their race, sex, disability, age, sexual orientation or religion; eliminating unlawful discrimination; and promoting good relations between persons of different racial groups, religious beliefs, and sexual orientation).

(5) In the event that the Contractor enters into any contract with a subcontractor in relation to the Agreement, the Contractor shall impose obligations on such subcontractor to comply with the duties set out at paragraphs (1)-(4) above as if the subcontractor were in the position of the Contractor, and shall take reasonable steps to ensure that its subcontractors, employees, and workers, engaged by it on work related to the Contract, do not discriminate unlawfully against any person on the grounds of sex, race, disability, sexual orientation or religion.

(6) The Contractor shall at its expense provide such evidence to the LFC upon request, as the LFC may require for the purpose of determining whether the Contractor has complied with paragraphs (1) – (5) above. In particular:

- (a) The Contractor shall provide any evidence requested within such timescale as the LFC may reasonably require;
- (b) The Contractor shall attend such meetings as the LFC may reasonably require, for the purpose of determining whether it has complied with paragraphs (1)-(5) above;
- (c) The Contractor shall co-operate fully with the LFC in any way required during the course of the LFC's investigation of the Contractor's compliance with its duties.

(7) The Contractor shall inform the LFC forthwith in writing, should it become aware of any proceedings brought against it in connection with the Contract by any person for breach of the Equality Act 2010

(8) The LFC reserves the right to amend this Protocol from time to time as reasonably required. The LFC will inform the Contractor of amendments to the Protocol. The Contractor is required to comply with the terms of the Protocol as amended from time to time.

Appendix B - LFB brand guidelines

Guidelines for sending images for design and print production

Photographs

1. Photo files must be provided as high resolution files.
2. Digital cameras need to be set to the high resolution option (e.g. 300dpi) before images are taken.
3. File formats we can accept are: jpg, png, tif and eps.
4. It's not always possible to use file size to tell if the image will be of high enough quality for print. This is

because image files are often compressed to make the file smaller and save space on a computer, phones, cameras or other devices. Please check the quality by opening the file before you send it to the

design team or to Internal Communications. We cannot use images if the resolution/quality is low.

5. Check the image isn't blurred or out-of-focus.
6. When emailing an image from your phone or other device, please check will be sent using the highest quality option possible. It will mean the file size is larger, but it will ensure the quality isn't reduced.

Note: Using a Wi-Fi network to send larger files will avoid using up your personal data allowance.

7. Please ensure that everyone shown in an image has consented to its use and that there are no issues

over copyright.

8. Never source an image from websites, social media or apps, even if you have permission to use it. The

image quality is unlikely to be suitable for design and print.

Graphics (including logos) and illustrations

1. The preferred file format for graphic and illustration files is a vector/Illustrator eps or ai file.
2. If you provide them as other files types (jpegs, png, tiff or non-vector eps files), they must be provided as

high resolution files, as detailed above.
3. Please ensure you have written permission to use the image. For example, if you are sending us a logo

from another company or organisation, you must have written approval for its use.
4. Please send the design and brand guidelines with any logo files. You must get these directly from the

company/organisation