

DATED

26 August

2025

**FRAMEWORK AGREEMENT FOR THE PROVISION OF HIRED PASSENGER
TRANSPORT SERVICES UNDER AN OPEN FRAMEWORK**

Between

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF HARROW**

AND

HATS GROUP LTD

HB Public Law

working in collaboration with you

Harrow Council
Harrow Council Hub
Forward Drive
Harrow
HA3 8FL

DX 30450 Harrow 3

Ref HRWC-CECC-049977a

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This agreement is dated

26 August

2025

Parties

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW** of Harrow Council Hub, Forward Drive, Harrow, Middlesex, HA3 8FL (**Authority**)
- (2) **HATS GROUP LTD** incorporated and registered in England and Wales with company number **03135655** whose registered office is at Lsr Management Ltd Unit C2a Comet Studios, De Havilland Court, Amersham, Buckinghamshire, United Kingdom, HP7 0PX (**Supplier**)

BACKGROUND

- (A) On 17 April 2025, the Authority advertised on the UK e-notification service under reference 2025/S 000-015750 inviting potential service providers (including the Supplier) to tender for the provision of hired passenger transport services, ('the **Services**'), under an open framework.
- (B) On the basis of the Supplier's Tender, the Authority selected the Supplier to enter a framework agreement, under an open framework, to provide services to the Authority when the Authority places Orders in accordance with this Framework Agreement.
- (C) This Framework Agreement sets out the procedure for ordering Services, the main terms and conditions for the provision of the Services and the obligations of the Supplier under this Framework Agreement.
- (D) It is the Parties' intention that the Authority has no obligation to place Orders with the Supplier under this Framework Agreement or at all.

Agreed terms

1. Definitions and interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Framework Agreement.

Approval: means the prior written approval of the Authority.

Audit: means an audit carried out pursuant to clause 10.

Auditor: means the Authority's internal and external auditors, including the Authority's statutory or regulatory auditors, the Comptroller and Auditor General, their staff or any appointed representatives of the National Audit Office, HM Treasury or the Cabinet Office, any party formally appointed by the Authority to

carry out audit or similar review functions and the successors or assigns of any Auditor.

Authorised Representative: means the persons respectively designated as such by the Authority and the Supplier, the first such persons being set out in clause 31.

Award Criteria: means the Emergency Services Award Criteria and/or the Competed Services Award Criteria as the context requires.

Business Continuity Event: an event defined as an event affecting business continuity in the Business Continuity Plan

Business Continuity Plan: a plan which sets out the procedures to be adopted by the Supplier in the event a Business Continuity Event occurs including procedures and planning to be undertaken in the event of a Business Continuity Event as well as ensuring Services continue to be delivered, as set out in Schedule 11

Call-off Terms and Conditions: means the terms and conditions in Schedule 5

Change of Control: means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.

Commencement Date: means 1 August 2025.

Commercially Sensitive Information: the information listed in Schedule 12 comprising the information of a commercially sensitive nature relating to the Service Provider, its intellectual property rights or its business or which the Service Provider has indicated to the Authority that, if disclosed by the Authority, would cause the Service Provider significant commercial disadvantage or material financial loss

Competed Services: means the competed services set out in Schedule 1.

Competed Services Award Criteria: means the award criteria to be applied to Supplemental Tenders received through mini-competitions held for the award of Contracts for Competed Services as set out in Schedule 2.

Complaint: means any formal complaint raised by the Authority in relation to the Supplier's performance under the Framework Agreement or under any Contract in accordance with clause 20.

Confidential Information: means any information of either Party, however it is conveyed, that relates to the business, assets, affairs, developments, trade secrets, operations, processes, product information, know-how, designs or software, personnel and customers, clients, suppliers of the Parties, including Commercially Sensitive Information, Personal Data, Intellectual Property Rights, together with all information derived from the above, any information developed by the Parties in the course of carrying out this Framework Agreement, the terms of this Framework Agreement and any other information clearly designated as being

confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

Connected Person: has the meaning given in paragraph 45, Part 3, Schedule 6 of the Procurement Act 2023.

Contract: means a legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Services made between the Authority and the Supplier comprising the placement of the Order via the Order Email pursuant to clause 4.10 to clause 4.17, any Supplemental Tender, and the Call-off Terms and Conditions (as may be amended pursuant to clause 5).

Contract Notice: means the contract notice reference 2025/S 000-015750 dated 17 April 2025 published in the UK e-notification service.

Controller: as defined in the Data Protection Legislation.

Debarment List: the list of suppliers referred to in section 62 of the Procurement Act 2023.

Default: means any breach of the obligations of the relevant Party under a Contract (including fundamental breach or breach of a fundamental term or material breach as defined in clause 46.3 of the Call-off Terms and Conditions) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (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.

Data Subject: shall have the same meaning as set out in the Data Protection Legislation.

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

Emergency Services: means the emergency services referred to in Schedule 1.

Emergency Services Award Criteria: means the award criteria to be applied for the award of Contracts for Emergency Services as set out in Schedule 2.

Environmental Information Regulations: mean the Environmental Information Regulations 2004 (*SI 2004/3391*) (EIRs) together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and codes of

practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Framework Agreement: means this agreement and all Schedules to this agreement as varied from time to time.

Framework Agreement Variation Procedure: means the procedure set out in 3.

Framework Providers: means the Supplier and other suppliers appointed as framework providers under this Framework Agreement.

Framework Year: means any 12-month period starting on the Commencement Date and on each anniversary of the Commencement Date.

GHG emissions: means emissions of the greenhouse gases listed at Annex A of the 1998 Kyoto Protocol to the United Nations Framework Convention on Climate Change, as may be amended from time to time including carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), nitrogen trifluoride (NF₃), hydrofluorocarbons, perfluorocarbons, and sulphur hexafluoride (SF₆), each expressed as a total in units of carbon dioxide equivalent.

Holding Company: shall have the meaning ascribed by section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

Information: has the meaning given under section 84 of the FOIA.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Law: the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Supplier is bound to comply.

Local Government Transparency Code: the UK Government Guidance of the same name published by the Ministry of Housing, Communities and Local Government on 27 February 2015 and as amended or replaced from time to time.

Management Information: means the management information specified in Schedule 6.

Month: means a calendar month.

Order: means an Order Email sent by the Authority to the Supplier in accordance with the award procedures in clause 4.

Order Email: means an email attaching the information as set out in Schedule 4.

Open Framework Mechanism: as set out in Schedule 9.

Parent Company: means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged in the same or similar business to the Supplier.

Party: means the Authority and/or the Supplier.

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

Pricing Schedule: means the benchmarked pricing set out in Schedule 3.

Processor: as defined in the Data Protection Legislation.

Procurement Act 2023: the Procurement Act 2023 and any subordinate legislation made under that Act from time to time together with any statutory guidance, guidance or codes of practice issued by the relevant government department concerning the legislation.

PSQ Response: means the response to the Procurement Specific Questionnaire submitted by the Supplier to the Authority on 28 May 2025.

Prohibited Act: the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage as an inducement or reward for any improper performance of a relevant 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 relevant function or activity in connection with this Framework Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority;
 - (iii) at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority; or

- (iv) of defrauding attempting to defraud or conspiring to defraud the Authority (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017).
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) if such activity, practice or conduct had been carried out in the UK.

Regulatory Bodies: means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or any other affairs of the Authority.

Relevant Requirements: all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

Requests for Information: means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

Services: means the Hired Passenger Transport services detailed in **Schedule 1**.

Staff: means all persons employed by the Supplier together with the Supplier's servants, agents and suppliers used in the performance of its obligations under this Framework Agreement or Contracts.

Supplemental Tender: means the quotation (in the case the Competed Services Award Criteria is price only) or the quotation and information (in the case the Competed Services Award Criteria is price and quality) submitted to the Authority in response to the Authority's invitation to Framework Providers for formal offers to supply it with Competed Services.

Supplier Personnel: means all employees, staff, other workers, agents and consultants of the Supplier who are engaged in the provision of the Services from time to time.

Tender: means the tender submitted by the Supplier to the Authority on 30 April 2025 set out in Part 2 of Schedule 1.

Term: means the period commencing on the Commencement Date and ending on 31 July 2028 or where the Framework Agreement is terminated earlier than the end of the relevant period, in accordance with the provisions of this Framework Agreement.

Termination Date: means the date of expiry or termination of this Framework Agreement.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Working Days: means any day other than a Saturday, Sunday or public holiday in England and Wales.

Year: means a calendar year.

1.2 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- (d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees.
- (e) reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (f) unless expressly provided otherwise in this Framework Agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes any subordinate legislation made under it, in each case from time to time;
- (g) headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
- (h) the Schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement and any reference to this Framework Agreement shall include the Schedules;
- (i) references in this Framework Agreement to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Framework Agreement so numbered;
- (j) references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework Agreement so numbered; and
- (k) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (l) reference to writing or written excludes fax but not email;

- (m) any obligation on a party not to do something includes an obligation not to allow that thing to be done.

Framework Arrangements and Award Procedure

2. Term of Framework Agreement and Scheme of Frameworks

- 2.1 The Framework Agreement shall take effect on the Commencement Date and shall terminate at the end of the Term.
- 2.2 The Parties acknowledge and agree that the Framework Agreement is subject to the Open Framework Mechanism.

3. Scope of Framework Agreement

- 3.1 This Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Services by the Supplier to the Authority.
- 3.2 The Authority appoints the Supplier as a Framework Provider of the Services and the Supplier shall be eligible to receive Orders for such Services from the Authority during the Term.
- 3.3 The Authority may at their absolute discretion and from time to time order Services from the Supplier in accordance with the ordering procedure set out in clause 4 during the Term. If there is a conflict between clause 4 and the Procurement Act 2023, the Procurement Act 2023 shall take precedence.
- 3.4 If and to the extent that any Services under this Framework Agreement are required, the Authority shall comply with the ordering procedure in clause 4.
- 3.5 The Supplier acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Authority for the Services and that the Authority is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the Services.

4. Award procedures

Awards under the Framework Agreement

- 4.1 If the Authority decides to source Services through the Framework Agreement then it may:

- (a) satisfy its requirements for the Emergency Services by awarding a Contract in accordance with the terms laid down in this Framework Agreement without re-opening competition in accordance with the requirements of clause 4.2; or
- (b) satisfy its requirements for Competed Services by awarding a Contract following a mini-competition conducted in accordance with the requirements of clause 4.3.

Emergency Services (awards without re-opening competition)

- 4.2 A Contract shall be directly awarded to the highest ranked Supplier as set out in Schedule 10 of this Framework Agreement (Framework Supplier Rankings) who can meet the specific requirement where:
- (a) the Services (route) to be supplied under the Contract are strictly necessary for reasons of extreme and unavoidable urgency; and
 - (b) the Contract (route) cannot be awarded based on a mini-competition.
 - (c) for the avoidance of doubt, an urgency is unavoidable as set out in clause 4.2(a) if it is not attributable to any act or omission of the Authority and could not have been foreseen by the Authority.
 - (d) for the avoidance of doubt, in the event the highest ranked Supplier is unable to meet the specific requirement, the Authority shall approach the next highest ranked Supplier until the specific requirement is met.

Competed Services (awards following mini-competitions)

- 4.3 If the Authority orders Competed Services under the Framework Agreement it:
- (a) may circulate a full specification to all the Suppliers on the framework;
 - (b) will provide the Suppliers with a set period in which to submit their responses referred to as the Supplemental Tender for delivering the specific requirements as set out in the circulated specification;
 - (c) will issue the Competed Services Award Criteria which will be used to award scores to the Suppliers' responses which can be either price or both price and quality; and
 - (d) will evaluate the submissions by the Providers and then place the Order with the Supplier that has the highest score or lowest price, subject to clause 4.9 below.

In the event the Competed Services Award Criteria is both price and quality, then the price weighting shall range between 30% to 70% and the quality weighting shall range between 30% to 70%.

- 4.4 In the event the award is to be based on price only, if two or more bids received are within a maximum of £15 per day of each other, the Authority reserves the right not to allocate the route to the lowest bid. The Authority may then allocate the award based on the order of priority as follows:
- (a) reasonable distribution of routes among Suppliers
 - (b) age of vehicle – newer vehicles preferred
 - (c) fuel type – electric preferred over hybrid, hybrid preferred over petrol, petrol preferred over diesel
- 4.5 Not Used.
- 4.6 The Supplier agrees that all Supplemental Tenders submitted by the Supplier in relation to a mini-competition held pursuant to this clause 4 shall remain open for acceptance for 30 days (or such other period specified in the invitation to tender issued by the Authority in accordance with this clause 4).
- 4.7 Notwithstanding the fact that the Authority has followed the procedure set out above for Competed Services, the Authority may cancel, postpone, delay or end the procedure without placing an Order for Services or awarding a Contract. Nothing in this Framework Agreement shall oblige the Authority to place any Order for Services.
- 4.8 The Authority may supplement and refine the terms of the Contract only to the extent permitted by and in accordance with the requirements of the Procurement Act 2023 when awarding both Emergency Services and Competed Services.

Form of Order

- 4.9 Following the decision to award to a Supplier pursuant to clause 4.1 to 4.8, the Authority may place an Order with the Supplier.

Accepting and declining Orders

- 4.10 Following receipt of an Order, the Supplier shall promptly and in any event within a reasonable period determined by the Authority and notified to the Supplier in writing at the same time as the submission of the Order (which in any event shall not exceed 2 Working Days) acknowledge receipt of the Order and either:
- (a) notify the Authority in writing and with detailed reasons that it is unable to fulfil the Order; or
 - (b) notify the Authority that it is able to fulfil the Order by responding to the email confirming acceptance of the Order and providing authorisation on

behalf of the Supplier by the relevant representative of the Supplier to do so.

4.11 If the Supplier:

- (a) notifies the Authority that it is unable to fulfil an Order; or
- (b) the time limit referred to in clause 4.10 has expired;

then the Order shall lapse and the Authority may then send that Order to another Supplier in accordance with the procedure set out in clause 4.2 or clause 4.3, respectively.

4.12 If the Supplier modifies or imposes conditions on the fulfilment of an Order, then the Authority may either:

- (a) reissue the Order incorporating the modifications or conditions subject always to clause 4.8; or
- (b) treat the Supplier's response as notification of its inability to fulfil the Order and the provisions of clause 4.11(a) shall apply.

4.13 In the event the Supplemental Tender for Competed Services includes both price and quality, the Order Email will set out the details accordingly.

4.14 The Parties acknowledge and agree that the placement of an Order is an "invitation to treat" in accordance with this clause 4 by the Authority. Accordingly, upon the Supplier confirming acceptance, this shall act as a signature, as well as constitute its offer to the Authority. The Authority accepting the receipt of the relevant Services under the Order shall act as a signature and be deemed acceptance of the Supplier's offer.

4.15 The Parties acknowledge and agree that upon the fulfilment of the requirements in clause 4.14, a binding Contract shall be created.

4.16 The Parties further acknowledge and agree that representatives of both Parties who send the relevant emails pursuant to clause 4.14, shall be deemed to have the relevant authority on behalf of the respective Party to enter into a Contract.

4.17 The date upon which the Contract shall take legal effect shall be the date upon which the Authority accepts Services pursuant to clause 4.14 of this Framework Agreement.

4.18 For the avoidance of doubt, a Contract may continue to run following the expiry of the Framework Agreement, subject to any termination provisions set out in this Framework Agreement and the Call-Off Terms and Conditions.

5. Contract performance and precedence of documents

- 5.1 The Supplier shall perform all Contracts entered into with the Authority in accordance with:
- (a) the requirements of this Framework Agreement; and
 - (b) the terms and conditions of the respective Contracts.
- 5.2 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Framework Agreement and the terms and conditions of a Contract, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the Contract;
 - (b) the Schedules to the Contract;
 - (c) the Order Email except any Supplemental Tender;
 - (d) the terms of the Framework Agreement, the Schedules to the Framework Agreement except Schedule 1, Part 2 of the Framework Agreement;
 - (e) any other document referred to in the clauses of the Contract; and
 - (f) Schedule 1, Part 2 of the Framework Agreement and the Supplemental Tender.

6. Prices for Services

- 6.1 The price payable by the Authority to the Supplier for Standard Services and Competed Services for the performance of a Contract shall be ascertained at the point any Services under this Framework Agreement are required.
- 6.2 The Parties acknowledge that the Authority may use the pricing information set out in the Pricing Schedule (Schedule 3) for the purposes of benchmarking **only**.

Supplier's General Framework Obligations

7. Warranties and representations

- 7.1 The Supplier warrants and represents to the Authority that:
- (a) it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework Agreement;
 - (b) this Framework Agreement is executed by a duly authorised representative of the Supplier;

- (c) in entering into this Framework Agreement or any Contract, the Supplier, the Staff, and Supplier Personnel have not committed any Prohibited Act;
- (d) the Supplier, the Staff, and Supplier Personnel have not been nor are subject to any investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act;
- (e) the Supplier, the Staff, and Supplier Personnel have not been nor are listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts on the grounds of a Prohibited Act;
- (f) as at the Commencement Date, all information, statements and representations contained in the Tender and the PSQ Response are true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority before the execution of this Framework Agreement and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;
- (g) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Framework Agreement and any Contract which may be entered into with the Authority;
- (h) it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Contract; and
- (i) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;

7.2 The Supplier shall promptly notify the Authority if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 7.1 at the relevant time.

7.3 The Supplier shall promptly notify the Authority in writing if, during the Term:

- (i) the Supplier or the Supplier's Connected Persons is placed on the Debarment List; or

- (ii) a mandatory exclusion ground or discretionary exclusion ground applies to the Supplier, or the Supplier's Connected Persons.

7.4 The Supplier shall promptly notify the Authority in writing within three (3) Working Days of any changes to the Supplier's Connected Persons together with information regarding the identity of the new Connected Persons.

8. Service pre-requisites

The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Contract.

Supplier's information obligations

9. Reporting and meetings

9.1 The Supplier shall submit any Management Information to the Authority in the form set out in **Schedule 6** throughout the Term.

9.2 The Authorised Representatives shall meet in accordance with the details set out in **Schedule 6** and the Supplier shall, at each meeting, present its previously circulated Management Information.

9.3 The Authority may make changes to the nature of the Management Information that the Supplier is required to supply and shall give the Supplier at least one month's written notice of any changes.

10. Records and audit access

10.1 The Supplier shall keep and maintain until six years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Services provided under it, the Contracts entered into with the Authority and the amounts paid by the Authority.

10.2 The Supplier shall keep the records and accounts referred to in clause **10.1** above in accordance with good accountancy practice.

10.3 The Supplier shall afford the Authority or the Auditor (or both) such access to such records and accounts as they may require from time to time.

- 10.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of six years after expiry of the Term to the Authority and the Auditor.
- 10.5 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services pursuant to the Contracts, save insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Authority.
- 10.6 Subject to the Authority's rights of confidentiality, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:
- (a) all information requested by the Auditor within the scope of the Audit;
 - (b) reasonable access to sites controlled by the Supplier and to equipment used in the provision of the Services; and
 - (c) access to the Staff.
- 10.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 10, unless the Audit reveals a Default or a material breach of the Framework Agreement by the Supplier in which case the Supplier shall reimburse the Authority for the Authority's reasonable costs incurred in relation to the Audit.

11. Confidentiality

- 11.1 Subject to clause 11.2, the Parties shall keep confidential the Confidential Information of the Parties and shall use all reasonable endeavours to prevent their employees, officers, representatives, contractors or advisers from making any disclosure to any person of any matters relating thereto.
- 11.2 clause 11.1 shall not apply to any disclosure of information:
- (a) required by any applicable law, a court of competent jurisdiction or regulatory authority, or to any disclosures required under the FOIA or the Environmental Information Regulations or which was available to the receiving party on a non-confidential basis before disclosure;
 - (b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Framework Agreement;
 - (c) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 11.1;

- (d) by the Authority of any document to which it is a party and which the Parties to this Framework Agreement have agreed contains no Confidential Information;
- (e) to enable a determination to be made under clause 21;
- (f) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
- (g) for the purpose of the examination and certification of the Authority's accounts;
- (h) for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (i) by the Authority to any other department, office or agency of the government, provided that the Authority informs the recipient of any duty of confidence owed in respect of the information;
- (j) by the Authority relating to this Framework Agreement and in respect of which the Supplier has given its prior written consent to disclosure; and
- (k) which is required under the Procurement Act 2023.

11.3 Nothing in this clause 11 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Framework Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.

12. Not Used

13. Data protection

13.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

13.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. Schedule 8 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.

13.3 Without prejudice to the generality of Clause 13.1, the Authority will ensure that it has all necessary appropriate consents and notices in place to enable lawful

transfer of the Personal Data to the Supplier for the duration and purposes of this Framework Agreement.

13.4 Without prejudice to the generality of Clause 13.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Framework Agreement:

- (a) process that Personal Data only on the written instructions of the Authority (as set out in **Schedule 8**), unless the Supplier is required by Domestic Law to otherwise process the Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Authority of this before performing the processing required by Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Authority;
- (b) ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by the Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) not transfer any Personal Data outside of the UK unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - (i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with the reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data.

- (d) notify the Authority immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner).
- (e) assist the Authority in responding to any request from a Data Subject and in ensuring compliance with the Authority's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Authority without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Framework Agreement;
- (g) at the written direction of the Authority, delete or return Personal Data and copies thereof to the Authority on termination or expiry of the agreement unless required by Domestic Law to store the Personal Data;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow for audits by the Authority or the Authority's designated auditor pursuant to clause 10 and immediately inform the Authority if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation;
- (i) indemnify the Authority against any losses, damages, costs or expenses incurred by the Authority arising from, or in connection with, any breach of the Supplier's obligations under this clause 13.

13.5 Not Used.

13.6 Either party may, at any time on not less than 30 Working Days' written notice to the other party, revise this clause 13 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Framework Agreement).

13.7 The provisions of this clause shall apply during the continuance of this Framework Agreement and indefinitely after its expiry or termination.

14. Freedom of information and Transparency

- 14.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
 - (b) transfer to the Authority all Requests for Information relating to this Framework Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
 - (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.
- 14.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Framework Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Confidential Information and any other Information is exempt from disclosure in accordance with the FOIA and the EIRs.
- 14.3 The Supplier acknowledges that the Authority is subject to the Local Government Transparency Code.
- 14.4 The Supplier (at its sole cost and expense) shall assist (including providing any information required) and co-operate with the Authority to enable the Authority to meet its obligations pursuant to:
- (a) the Local Government Transparency Code;
 - (b) the Procurement Act 2023;
 - (c) any other relevant Laws; and
 - (d) all relevant Authority policies as the Authority may inform the Supplier about from time to time.

15. Publicity

- 15.1 Unless otherwise directed by the Authority, the Supplier shall not make any press announcements or publicise this Framework Agreement in any way without the Authority's prior written consent.
- 15.2 The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation on the Authority or otherwise, including any examination of this Framework Agreement by the Auditor.
- 15.3 The Supplier shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

16. Business Continuity Plan

The Supplier shall adhere to the Business Continuity Plan in the event of a Business Continuity Event at all times, for the performance of this Framework Agreement and each Contract entered into.

17. Termination

Termination on breach

- 17.1 Without affecting any other right or remedy available to it, the Authority may terminate the Framework Agreement by serving written notice on the Supplier with effect from the date specified in such notice:
- (a) where the Supplier commits a material breach and the Supplier has not remedied the material breach to the satisfaction of the Authority within 20 Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the material breach and requesting it to be remedied;
 - (b) where a material breach is not, in the reasonable opinion of the Authority, capable of remedy;
 - (c) where the Authority terminates a Contract awarded to the Supplier under this Framework Agreement as a consequence of a Default by the Supplier;
 - (d) where any warranty given in clause 7 of this Framework Agreement is found to be untrue or misleading;

For the purposes of clause 17.1(a) and clause 17.1(b), a **material breach** means a breach that has a serious effect on the benefit the terminating party would otherwise derive from this Framework Agreement, or the Supplier repeatedly breaches any of the terms of this Framework Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with

it having the intention or ability to give effect to the terms of this Framework Agreement.

Termination on insolvency and Change of Control

17.2 Without affecting any other right or remedy available to it, the Authority may terminate this agreement with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or [(being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership), or the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (e) the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over all or any of the assets of the Supplier or a receiver is appointed over all or any of the assets of the Supplier;

- (g) the Supplier (being an individual) is the subject of a bankruptcy petition, application or order;
- (h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 17.2(a) to clause 17.2(h) (inclusive); or
- (j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

17.3 The Supplier shall notify the Authority immediately if the Supplier undergoes a Change of Control. The Authority may terminate the Framework Agreement by giving notice in writing to the Supplier with immediate effect within six Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted before the Change of Control.

Termination by Authority for convenience

17.4 The Authority shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving one Month written notice to the Supplier and all other Framework Providers. The Parties acknowledge that if the Authority exercises its rights under this clause 17.4 it shall exercise its equivalent rights under all agreements with the Framework Providers.

Termination required by the Procurement Act 2023

17.5 The Authority may give the Supplier written notice of its intention to terminate if it considers that a termination ground listed in section 78(2) of the Procurement Act 2023 applies. A notice of an intention to terminate under this clause must:

- (a) set out which termination ground the Authority considers applies pursuant to section 78(2) of the Procurement Act 2023 together with the Authority's reasons for deciding to terminate on this basis;

- (b) invite the Supplier to make representations to the Authority about the existence of the termination ground and the Authority's decision to terminate; and
 - (c) specify the means by which, and the time by which, such representations must be made.
- 17.6 On expiry of the time for the Supplier to make representations under clause 17.5(c), if, after considering any representations, the Authority is satisfied that the termination ground applies, it may terminate this Framework Agreement including all Contracts with immediate effect by giving final written notice to the Supplier.
- 17.7 If this Framework Agreement is terminated by the Authority pursuant to clause 17.6, such termination shall be at no loss or cost to the Authority and the Supplier hereby indemnifies the Authority against any such losses or costs which the Authority may suffer as a result of any such termination for cause. The Authority shall mitigate any potential losses so far as reasonably practicable.
- 17.8 Where the Supplier is registered on the Debarment List, the Authority will comply with the provisions in section 57 of the Procurement Act 2023, in relation to mandatory exclusions and discretionary exclusions. The Authority will also have regard to the 'self cleaning' regime, namely whether the circumstances that gave rise to the exclusion ground are continuing or likely to occur again and in particular will consider the factors set out in section 58 of the Procurement Act 2023. The Supplier may be able to submit a bid to be appointed to the next framework in the scheme of open frameworks.

18. Suspension of Supplier's appointment

Without prejudice to the Authority's rights to terminate the Framework Agreement in clause 17, if a right to terminate this Framework Agreement arises in accordance with clause 17, the Authority may suspend the Supplier's right to receive Orders by giving notice in writing to the Supplier. If the Authority provides notice to the Supplier in accordance with this clause 18, the Supplier's appointment shall be suspended for the period set out in the notice or such other period notified to the Supplier by the Authority in writing from time to time.

19. Consequences of termination and expiry

- 19.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Supplier shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this clause 19.

- 19.2 Unless expressly stated to the contrary, the service of a notice to terminate the Framework Agreement shall not operate as a notice to terminate any Contract made under the Framework Agreement. Termination or expiry of the Framework Agreement shall not cause any Contracts to terminate automatically. Subject to clause 19.3 below, for the avoidance of doubt, all Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
- 19.3 In the event this Framework Agreement is terminated due to a breach of the Procurement Act 2023, all Contracts made pursuant to this Framework Agreement shall also terminate.
- 19.4 Within 30 Working Days of the date of termination or expiry of the Framework Agreement, the Supplier shall return or destroy at the request of the Authority any data, personal information relating to the Authority or its personnel or Confidential Information belonging to the Authority in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Supplier's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to 12 Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance, in either case as determined by the Authority.
- 19.5 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement before termination or expiry.
- 19.6 The provisions of clause 7, clause 10, clause 11, clause 13, clause 15, clause 19, clause 22, and clause 32 shall remain in full force and effect and survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

20. Complaints handling and resolution

- 20.1 Within two Working Days of a request by the Authority, the Supplier shall provide full details of a Complaint to the Authority, including details of steps taken for its resolution.
- 20.2 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework Agreement or a Contract, and without prejudice to any obligation of the Supplier to take remedial action under the provisions of the

Framework Agreement or a Contract, the Supplier shall use its best endeavours to resolve the Complaint within ten Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

21. Dispute resolution

- 21.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Service Manager of the Authority and the Business Development Manager of the Supplier shall attempt in good faith to resolve the Dispute;
 - (b) if the Service Manager of the Authority and the Business Development Manager of the Supplier are for any reason unable to resolve the Dispute within 30 Working Days of service of the Dispute Notice, the Dispute shall be referred to the Head of Service of the Authority and the Director of the Supplier who shall attempt in good faith to resolve it;
 - (c) if the Head of Service of the Authority and the Director of the Supplier are for any reason unable to resolve the Dispute within 30 Working Days of it being referred to them, the parties agree to enter into mediation in good faith to settle the dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 30 Working days of service of the Dispute Notice, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (ADR notice) to the other party to the Dispute, referring the dispute to mediation. A copy of the ADR notice should be sent to CEDR;
 - (d) unless otherwise agreed between the parties, the mediation will start not later than 30 Working days after the date of the ADR notice.
- 21.2 The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings.
- 21.3 If for any reason the Dispute is not resolved within 60 Working days of commencement of the mediation, the Dispute shall be referred to and finally resolved by the courts of England and Wales in accordance with clause 32.

General provisions

22. Prevention of bribery

- 22.1 The Supplier shall (and shall procure that the Staff and Supplier Personnel shall):
- (a) not, in connection with this Framework Agreement and any Contract made under it, commit a Prohibited Act;
 - (b) not do, suffer or omit to do anything that would cause the Authority or the Staff and Supplier Personnel to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;
 - (c) have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;
 - (d) notify the Authority (in writing) if it becomes aware of any breach of clause 22.1(a) or clause 22.1(b), or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this Framework Agreement and any Contract made under it.
- 22.2 The Supplier shall maintain appropriate and up to date records showing all payments made by the Supplier in connection with this Framework Agreement and any Contract made under it and the steps taken to comply with its obligations under clause 22.1.
- 22.3 The Supplier shall allow the Authority and its Auditor to audit any of the Supplier's records and any other relevant documentation in accordance with clause 10.
- 22.4 If the Supplier, the Staff, Supplier Personnel breaches this clause 22, the Authority may by notice:
- (a) require the Supplier to remove from performance of this Framework Agreement and any Contract made under it any Staff or Supplier Personnel whose acts or omissions have caused the breach; or
 - (b) immediately terminate this Framework Agreement and any Contract made under it.
- 22.5 Any notice served by the Authority under clause 22.4 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this Framework Agreement and any Contract made under it shall terminate).

- 22.6 Despite clause 21, any dispute relating to:
- (a) the interpretation of this clause 22; or
 - (b) the amount or value of any gift, consideration or commission,
- shall be determined by the Authority and its decision shall be final binding and conclusive.
- 22.7 Any termination under this clause 22 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority.

23. Subcontracting and assignment

- 23.1 Subject to clause 23.2 neither party shall be entitled to assign, novate, transfer, mortgage, charge or otherwise deal in any other manner with or dispose of any or all of its rights and obligations under this Framework Agreement without the prior written consent of the other party, neither may the Supplier subcontract the whole or any part of its obligations under this Framework Agreement, or any subsequent Contract.
- 23.2 The Authority shall be entitled to novate the Framework Agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.

24. Variations to Framework Agreement

Any variations to the Framework Agreement must be made only in accordance with the Framework Agreement Variation Procedure set out in 3.

25. Third party rights

- 25.1 Unless it expressly states otherwise and except as provided in clause 3, clause 4 and clause 7.1, this Framework Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Framework Agreement.
- 25.2 The rights of the parties to rescind or vary this Framework Agreement are not subject to the consent of any other person.

26. Severance

- 26.1 If any provision or part-provision of this Framework Agreement is or becomes invalid, illegal or unenforceable, the relevant provision or part-provision shall be deemed deleted. Any deletion of a provision or part-provision under this clause

shall not affect the validity and enforceability of the rest of this Framework Agreement.

- 26.2 If any provision or part-provision of this Framework Agreement is deemed deleted under clause 26.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

27. Rights and remedies

The rights and remedies provided under this Framework Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

28. Interest

- 28.1 Each party shall pay interest on any sum due under this Framework Agreement, calculated as follows:
- (a) Rate: 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
 - (b) Period: From when the overdue sum became due, until it is paid.

29. Waiver

- 29.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 29.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

30. Entire agreement

- 30.1 This Framework Agreement, the schedules and the documents annexed to it or otherwise referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 30.2 Each party acknowledges that in entering into this Framework Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Framework Agreement.

30.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Framework Agreement.

30.4 Nothing in this clause shall limit or exclude any liability for fraud.

31. Notices

31.1 A notice given to a party under or in connection with this Framework Agreement shall be in writing and sent to the party at the address or email address or DX number given in this Framework Agreement or as otherwise notified in writing to the other party.

31.2 This clause 31.2 sets out the delivery methods for sending a notice to a party under this Framework Agreement and, for each delivery method, the date and time when the notice is deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the address;
- (b) if sent by pre-paid first class post or other next Working Day delivery service, at 9.00am on the [second] Working Day after posting;
- (c) if sent by email, at the time of transmission. or

31.3 If deemed receipt under clause 31.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. Business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

31.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

31.5 For the purposes of clause 31.1, the address of each Party shall be:

- (a) For the Authority:

Rahil Ansari

Address: Harrow Council Hub, Forward Drive, Harrow, HA3 8FL

For the attention of: Service Manager – Transport Hub

Email address: Rahil.Ansari@harrow.gov.uk

(b) For the Supplier:

Eileen O'Shea

Address: 44 Weir Road, London, SW19 8UG

For the attention of: Business Development Manager

Email address: procurement@hatsgroup.com

31.6 Either Party may change its address for service by serving a notice in accordance with this clause.

32. Governing law and jurisdiction

32.1 This Framework Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

32.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Framework Agreement or its subject matter or formation (including non-contractual disputes or claims).

33. Supplier environmental obligations

33.1 The Supplier shall ensure that:

- (a) its operations comply with all applicable environmental Law, including in relation to waste disposal, GHG emissions and the handling of hazardous and toxic materials; and
- (b) it minimises the release of GHG emissions, air pollutants and other substances damaging to health and the environment in providing the Services.

34. Anti-slavery

34.1 The Supplier, if required to make a statement under Section 54 of the Modern Slavery Act 2015, shall notify the Authority each time its statement is published.

34.2 The Supplier warrants from the Commencement Date and throughout the Term that to the best of its knowledge:

- (a) No activity constituting an offence under the Modern Slavery Act 2015 is occurring within its business; and

- (b) No activity constituting an offence under the Modern Slavery Act 2015 is occurring within its supply chain.
- 34.3 The Supplier acknowledges that the Authority is subject to the requirements of Section 52 of the Modern Slavery Act 2015 and the Modern Slavery Act 2015 (Duty to Notify) Regulations 2015 and shall assist and co-operate with the Authority (at the Supplier's expense) to enable the Authority to comply with its duties.
- 34.4 If the Supplier becomes aware of or has a reasonable suspicion of a breach of Clauses 34.2 and/or 34.3, it shall immediately notify the Authority.
- 34.5 If the Supplier makes a notification to the Authority pursuant to Clause 34.4 above, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to access the documents which led the Supplier to make the notification.
- 34.6 If the Supplier is in default under Clauses 34.2 and/or 34.3, the Authority may:
 - (a) Require the Supplier to remove from performance of this Framework Agreement any Supplier Personnel whose acts or omissions have caused the default;
 - (b) Immediately terminate this Framework Agreement;
 - (c) Refer the matter to the Police and/or other relevant agencies, authorities and bodies;
 - (d) Take all or any combination of actions listed at (a), (b), (c)
- 34.7 If the Supplier is in default under Clauses 34.2 and/or 34.3, the Authority shall make a notification to the Secretary of State pursuant to section 52 of Modern Slavery Act 2015.

35. Counter-terrorism

- 35.1 The Supplier acknowledges that the Authority is subject to the requirements of Section 26 of the Counter Terrorism and Security Act 2015 (the "**Prevent Duty**") and shall assist and co-operate with the Authority (at the Supplier's expense) to enable the Authority to comply with its duties.
- 35.2 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel have at any time prior to the Commencement Date:
 - (a) Been engaged in any Extremist Activity or been subject to an investigation or prosecution which relates to alleged Extremist Activity.

- (b) Disseminated extremist views or been subject to an investigation or prosecution which relates to alleged dissemination of extremist viewpoints.
- (c) Allowed its funds or funds under its control to be used to support Extremist Activity or disseminate extremist viewpoints.

35.3 The Supplier shall not:

- (a) Allow its resources, or the resources of the Authority, to the extent that they are available for the Supplier's use, to provide a platform for Extremist Activity or to disseminate extremist viewpoints.
- (b) Allow its funds or funds under its control to be used to support Extremist Activity or disseminate extremist viewpoints.
- (c) Do or suffer to be done anything which may cause the Authority to be in breach of its obligations under the Prevent Duty.

35.4 The Supplier shall immediately notify the Authority (in writing if appropriate), if it becomes aware of any breach of Clauses 35.2 or 35.3 above.

35.5 If the Supplier makes a notification to the Authority pursuant to Clause 35.4 above, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to access the documents which led the Supplier to make the notification.

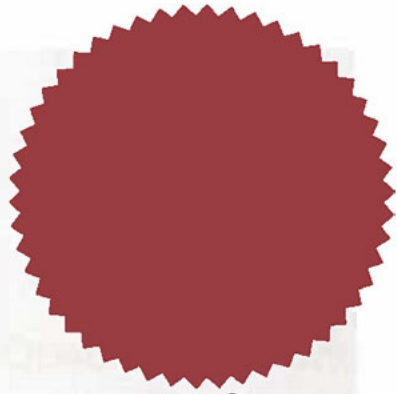
35.6 If the Supplier is in default under Clauses 35.2 and/or 35.3, the Authority may:

- (a) Require the Supplier to remove from performance of this Agreement any Supplier Personnel whose acts or omissions have caused the default;
- (b) Immediately terminate this Framework Agreement and any pursuant Contracts;
- (c) Refer the matter to the Police and/or other relevant agencies, authorities and bodies.
- (d) Take all or any combination of actions listed at (a), (b), (c)

35.7 If the Authority takes action under Clause 35.6 above it may (if appropriate) specify to the Supplier the nature of the breach, the identity of the party who the Authority believes has engaged in the Extremist Activity and the action that the Authority has elected to take (including, where relevant, the date on which this Framework Agreement shall terminate).

In witness of which the Parties have executed this Framework Agreement as a deed the day and year first before written:

Executed as a deed by
**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF
HARROW** by affixing its Common Seal
hereto in the presence of:



Andrew Beresford
ANDREW BERESFORD - SENIOR LAWYER

Authorised signatory Name:

157864

Executed as a deed by **HATS GROUP LTD** acting by two directors OR a director and its secretary OR a director in the presence of a witness

Witness Signature:.....

Henry Bilinski

Witness Name:

Address:

HENRY STANISLAW BILINSKI
CEO AND DIRECTOR

Director
Name:

Occupation:.....

Alexander Howard

ALEXANDER HOWARD
COO AND DIRECTOR

.....
[Director OR Secretary]
Name:

Schedule 1 Services

Part 1 Services (Specification)



SERVICES SPECIFICATION

Hired Passenger Transport (Taxi) Open Framework

Appendix 1

2025

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1. Introduction

- 1.1. This contract will be for the provision of Hired Passenger Transport and ad hoc transport services for vulnerable children and adults for a period of four (4) years.
- 1.2. It is commissioned by the London Borough of Harrow (hereinafter referred to as the 'Authority') and will primarily cover the hired passenger transport for Harrow and Brent Special Needs Transport.
- 1.3. The aim is to improve the lives of vulnerable children, young people, and adults, including those with additional needs, and their carers, by providing a safe, secure, sensitive, and reliable transport service for users. The needs of the child or adult are a key factor in the provision of the service to ensure that Service Users (hereinafter referred to as 'Service Users') receive personalised and quality assured transport services that respond flexibly to their needs.
- 1.4. This service will be covered by multiple Service Providers (hereinafter referred to as 'the Service Provider').
- 1.5. The Service Provider will deliver the service using a range of vehicles including cars, people-carriers, wheelchair-accessible vehicles, minibuses, coaches, and car derived vans.

2. General Requirements

- 2.1. The specification detailed below relates to the:
 - transportation of Service Users from home to school, college, nurseries, and other destinations;
 - transportation of vulnerable children and adults from home to various establishments;
 - short breaks and transportation of goods (including school meals) as required by the Authority.
- 2.2. Most schools and day centers are situated within the London Boroughs of Harrow and Brent but there are a number that are out of Borough destinations. The Service Provider is responsible for the provision of the vehicles, drivers, and passenger assistants, where required, in providing these services.
- 2.3. The services will be provided to meet the needs of:
 - Vulnerable children and young people with Special Educational Needs (SEN) who are assessed as requiring travel assistance.
 - Vulnerable adults who are assessed as requiring travel assistance.
 - Families and Service Users, who may have specific medical or physical needs and require assisted travel.

- Service Users requiring secure transport to and from court and secure facilities and establishments.
- Non-SEN and Social Care Service Users to schools or other destinations.
- The Authority's staff or other authorised individuals and groups travelling in the course of their duties.
- The Authority may have other transport requirements including, but not limited to, the delivery of goods (including school meals) to various locations and facilities and undertake secure courier services using vans and/or other suitable vehicles.

2.4. Most Service Users require Passenger Assistants during transportation to provide additional support and administer medication, where required. The Authority will provide trained staff for some routes but mostly will require the Service Providers to provide suitable trained Passenger Assistants to meet additional requirements.

2.5. The Service Provider is required to undertake scheduled journeys on a daily (morning and afternoon), weekends, weekly, termly, or other basis, as required by the Authority. These journeys will normally involve a single trip (from pick-up to destination(s)) for one or more Service Users.

2.6. Secure Transport is a bespoke on-demand service, primarily requested through the Harrow and Brent Transport Hub at the request of the Authority. Where required, the Authority or the Service Providers will provide suitably trained specialist Passenger Assistants to manage the safe transfer of services users to/from court or to a secure facility.

2.7. In summary the core elements of the Authority's requirements are :

- Driver and Vehicle Only
- Driver and Vehicle with the Authority's Passenger Assistant
- Driver, Vehicle and Service Provider's Passenger Assistant

The Authority will provide route schedules and pricing matrix indicating whether a Passenger Assistant is required.

2.8. The Service Provider is required to provide a safe, secure, sensitive, suitable, cost effective and reliable transport service to meet the needs of Service Users of differing ages, disabilities, ethnicities, and religious beliefs and in accordance with the relevant legislation

2.9. Service Providers must comply with current and future legislation (as amended) including but not limited to the principles inherent in the Children Act 1989, Children Act 2004, and the Children, Schools and Families Act 2010, including associated regulations and guidance notably the Every Child Matters Outcomes, and National Institute for Clinical Excellence (NICE) guidance.

2.10. The service must be:

- **Safe** - The Health, Safety and Welfare of all Service Users is of paramount importance. Attention to Health and Safety legislation must be evident in every aspect of the service including recruitment, employment history, reference and police checks, training, operational processes, vehicle procurement and maintenance.
- **Secure** - The security of Service Users, any luggage and equipment (including medication), will be the responsibility of the Service Provider when providing this service.
- **Sensitive** - The Service Provider must maintain a high level of customer service and should understand the needs of the Service Users and treat them with dignity and respect ensuring a consistent provision of staff on each route.
- **Suitable** - Staff involved in the delivery of the service must be suitably trained, be aware of the diverse needs and requirements of the Service Users. Vehicles and equipment used to provide the service must be suitable for the task identified, at all times to be fully roadworthy and compliant with all legal requirements, at a suitable cost
- **Reliable** - The Service Provider must ensure that vehicles arrive at the right location and on time.

3. **Availability of Service**

3.1. The Service Provider is required to meet the Authority's' requirements to deliver a high level of availability. The majority of the requirements fall between the hours of 0700hrs to 1800hrs, Monday to Friday, inclusive of Bank Holidays where required.

3.2. However, the Authority's will have some requirements outside these times, in the evenings and at weekends and occasionally during the school holidays, which will be agreed with the Service Provider as required.

3.3. **Service Users**

3.3.1. The Authority is responsible for a large number of vulnerable children and adults who may have a wide range of Special Needs which may include learning disabilities, behavioral extreme and sensory difficulties, autistic spectrum disorders, dementia, epilepsy, physical disabilities or a combination of these.

3.3.2. The Service Provider is to ensure that Service Users are treated with courtesy, dignity, respect, and Service Providers staff are sensitive to their needs at all times.

3.4. **Notification and Acceptance of Transport Requirements**

3.4.1. The Authority will notify the Service Provider of their short-term transport requirements which will include relevant details including the destination, stipulated arrival times, and any special needs of the Service User.

3.4.2. Where the Service Provider accepts the Authority's requirement, the Authority is to supply a route schedule to the Service Provider containing all relevant details of the route and the Service Users to be transported.

3.5. **Route Schedule and Variation to Journeys**

3.5.1. The Authority will provide the Service Provider with a route schedule. The schedule will provide details of the Service Users, passenger assistants, pick-ups, destinations, and arrival times.

3.5.2. The Service Provider will not make unauthorized changes to the route schedule. Any proposed change can only be made should any event listed in paragraph 3.5.3 below occur and must be notified to and approved by the Authority before being implemented. This notification is to be by way of a written change request which will set out the change that is being proposed and the reason for the change. The correspondence should be emailed to the Authority operational managers.

3.5.3. *Change Request*

a. Any variations will be dealt via a change request. The Authority will review variation requests where the following parameters have changes/varied:

- Change of pick-up location of the Authority placed Passenger Assistants.
- Change of pick-up location of the Service Users as they occur.
- Addition or removal of Service Users from the route;
- Change of destination;

b. The following criteria applies to variations:

- Resultant distance travelled (applicable to a single journey) is now 20% or more longer in miles
- Vehicle needs to change– increase/decrease in number of seats or upgrade to wheelchair accessible vehicle.

c. Where a change request results in a cost increase of over £25, the Authority will consider a new mini competition for the route. For the avoidance of doubt, if the cost is increase is £25 or less, the Service Provider must account for this.

3.5.4. The Authority retains the right to vary or terminate routes as required to meet business and service user needs without penalty. Reasons for variations or terminations might include but are not limited to:

- Value for Money

- Route Sharing Opportunities
- Addition or removal of Service Users
- Educational reasons
- Needs of Service Users
- Poor Customer Service

3.5.5. The Authority will communicate to the Service Provider, any changes or terminations to the routes, where possible, at least 24 hours in advance.

3.5.6. The Service Provider must advise the Authority if the route timings may result in late arrival at the destination.

4. Mini-Competition

4.1. There will be a requirement to allocate new routes on the commencement of the Framework. The routes will be subject to mini competitions held between all the Service Providers within the Framework in order to provide a fair and transparent allocation process, in accordance with sections 5.2 to 5.9 below.

- 4.2. The allocation will also consider reasonable distribution of routes amongst all Service Providers.
- 4.3. During the course of the academic year there will also be a smaller number of route changes that will be subject to the same Mini-Competition process.
- 4.4. The Service Provider will have to give rationale for not accepting a route they have been awarded.

5. **Route Allocations - Call off Process**

- 5.1. **Direct Awards** - Direct awards of Emergency placements to the highest ranked framework provider who can meet the specific requirement where; the services (route) to be supplied under the contract are strictly necessary for reasons of extreme and unavoidable urgency, and as a result the contract (route) cannot be awarded on the basis of a mini competition. For the benefit of doubt, urgency is unavoidable if it is not attributable to any act or omission of the Authority and could not have been foreseen by the Authority.
- 5.2. **Mini-Competition** - Once a specific requirement (route) is identified by the Authority for services under the Framework, the Authority may circulate a full specification to all the Providers on the Framework.
- 5.3. Providers will have a set period in which to submit their quotations for delivering the specific requirements as set out in the circulated specification. The Authority will issue its award criteria which will be used to award scores to Providers' quotations.
- 5.4. Routes may be awarded based on the most advantageous response (price and quality) or price only. The Harrow and Brent Transport Hub of the Authority that issues the specification will evaluate the quotations submitted by the Providers and then award the contract for the Provider that has the highest score or lowest price.
- 5.5. In the event the award criteria is both price and quality, then the price weighting shall range between 30% to 70% and the quality weighting shall range between 30% to 70%.
- 5.6. In the event the award is to be based on price only, if two or more bids received are within a maximum of £15 per day of each other, the Authority reserves the right not to allocate the route to the lowest bid. The Authority may then allocate the award based on the order of priority as follows:
 - I. reasonable distribution of routes among Service Providers
 - II. age of vehicle – newer vehicles preferred
 - III. fuel type – electric preferred over hybrid, hybrid preferred over petrol, petrol preferred over diesel

IV. vehicle capacity

- 5.7. The Authority will not accept any automatic cost increases. Any request for changes must be justified and will be reviewed in-line with the industry standard.
- 5.8. The Authority may accept variation to scheduled minibus/coach routes where the Service Provider can demonstrate that a variation is beyond the reasonable parameters of the original scheduled route as set out in section 7 below.
- 5.9. All changes will follow the change request process. The Service Provider must respond within 48 hours response time following a change request from the Authority.

6. Driver App Requirement

As part of the service requirements, all drivers must utilise the Mobisoft Driver App to enhance route management, improve service efficiency, and ensure passenger safety. The Mobisoft Driver App provides the following functionalities:

- 6.1 Route Management:** Drivers have access to detailed route information, including pickup and drop-off locations, and passenger boarding and alighting details.
- 6.2 Vehicle Tracking and Logging:** Real-time GPS tracking transmits vehicle location, direction, and speed back to the MTC system. The app also logs arrival and departure times at each stop and records passenger attendance, including any no-shows.

It should be noted that the Authority may change the Mobisoft Driver App and use another application, in the future. Compliance with the use of an application in accordance with the Authority's direction is mandatory for all service providers under the Framework. The Authority will monitor adherence to this requirement as part of its performance evaluation measures

7. Not Used.

8. Returning routes

- a. If a route is returned by a Service Provider within the contract award period, the Service Provider must provide a minimum of 1 weeks' notice. The Authority reserves the right to exclude the Service Provider from the consequential mini competition for the same route, and any other routes for a period of 3 months from the return of the route.

9. Waiting Time

- a. Due to the specific needs of a Service User, the Service Provider will be required to wait to collect the Service User. A waiting time of up to 15 minutes per passenger will be expected per journey and is to be included in the pricing regime.
- b. All cases where waiting times are in excess of 15 minutes must be

notified to the Authority on the same day.

- c. Waiting time claims over 15 minutes per passenger will not be approved where notification is not received and approved by the Authority on the same day they occurred. The claims will be calculated on a case by case basis.

10. Out of Hours Contact

- a. The Service Provider is to provide details of key appropriately qualified and vetted personnel (and keep these up-to-date) to the Authority so that the Authority can contact them outside normal working hours (Mon-Fri 0700-1800hrs), as this may be necessary for urgent operational reasons.
- b. An Out of Hours Duty Manager will be assigned, and contact details will be provided to the Service Provider.
- c. Service Provider must report all cases of habitual lateness, disruption, or non-attendance by the Service User to the Authority. The Authority will contact the family, the school, or the day centre to establish and seek to resolve any difficulties.

11. Operating Requirement

- a. The Service Provider will ensure that the drivers are familiar with the routes prior to the journey commencement
- b. The Service Provider must use all reasonable endeavours to ensure that the same Driver and Passenger Assistant are assigned to the same routes on a regular basis and any changes must be notified to the Authority.
- c. The Service Provider is not permitted to sub-contract any routes to alternative providers.

12. Responsibilities of Parents/Carers

- a. It is the responsibility of the parents/carers to ensure that the Service Users are ready to be collected and received at the agreed times and pick up/drop off points.
- b. The parents/carers should also inform the Authority if the journey is not required for any reason e.g. such as illness, etc.
- c. The Authority will, in turn, inform the Service Provider of any changes to the schedule/route.
- d. The Service Providers must ensure that drivers are advised not to accept any changes from anyone other than the Authority.

13. Responsibilities of Schools, Colleges, Day Centers

- a. It is the responsibility of Schools, Colleges and Day Centres to ensure that Service Users are received and collected (where required) by nominated and authorised members of staff at all times.

- b. All such establishments will ensure that a safe, secure, and suitable parking area is made available to Service Providers to drop off and pick up the Service Users, as far as is reasonably practicable.
- c. All establishments will inform the Authority, if, due to unforeseen emergencies such as extreme weather conditions/staff sickness, they are going to be closed.
- d. All establishments will work together with the Authority and parents/carers to ensure that the highest possible standards of transport services are provided.

14. Pick-up, and Drop-off locations

- a. Pick-up drop off and return locations will be specified on the route schedule by the Authority in all cases and must not be amended without prior consent from the Authority.
- b. The Service Provider shall ensure that Service Users are not picked up or dropped off anywhere other than at the address shown on the schedule.
- c. The Service Provider must ensure that drivers are aware that Service User (or their parents/carers) are not authorised to make changes to the Route Schedule.
- d. Multiple Drops Trips requiring drop offs/collections at two or more destinations will be treated as a single trip and will not be treated as separately charged multiple trips. This will be detailed on the route schedule.
- e. The service is a 'door-to-door' operation. The Passenger Assistant or the driver is not permitted to enter the property to collect the Service User unless the Passenger Assistant is specifically authorised to do so by the Authority.
- f. Occasionally there may be a requirement for a Passenger Assistant to ensure that a Service User, with specialist needs or where the parents/carers of the Service Users have a disability, is collected from and/or returned safely to their own property; this may include entering a property. The Authority will stipulate in writing where this is a specific requirement of the service.
- g. Drivers and passenger attendants will be made aware of the specific needs of each Service User subject to data protection restrictions, which will be recorded in the route schedule (e.g. medical needs, access arrangement where appropriate).
- h. The establishment/schools are responsible for bringing the Service Users to the reception or the vehicle for collection, where practical.

15. Handover Requirements

- a. The Service Provider shall ensure the safety, security and comfort of

Service Users and the Passenger Assistant.

- b. Where a Service User is assisted by a Passenger Assistant, the Service Provider must ensure that the Service User is handed over to the Passenger Assistant by an authorised parent/carer or an authorised member of staff at the school/college/care centre.
- c. The Service Provider shall ensure that where a Passenger Assistant is not provided, and the driver is responsible for the handover of the Service User to the authorised parent/carer or establishment, the driver does not leave the Service User/s unattended at any time.
- d. Drivers and Passenger Assistants will be made aware of the specific needs of each Service User which will also be recorded on the route schedule.
- e. The Service Provider will ensure, where required, that some Service Users, passenger assistants or drivers may be required to obtain a handover signature on the Route Schedule from staff at the school/college/care centre and/or to record Service User arrivals in a log provided by the Authority. This may also be in the form of a smartphone app which will need to be deployed on personal smartphones or smartphones issued by the Service Provider to drivers and passenger assistants.
- f. If there is any doubt about whether an individual is authorised to receive the handover of a Service User from a driver, the Service Provider is to obtain advice from the Authority.
- g. The Service Provider will ensure the safety, security and comfort of Service Users from the point at which the Service User is handed over to the driver/passenger attendant by an authorised parent/carer or member of staff at the school/college/care center, to the point at which the driver/passenger attendant hands over the Service User to the authorised parent/carer or member of staff at the school/college/care centre concerned.

16. Adherence to Instructions

- a. The Service Provider will ensure that, where the collection or delivery of Service Users involves driving onto school, college or care centre premises, drivers and passenger attendants will at all times obey the instructions of the authorised staff of those premises, with regard to parking, marshalling, speed limits and the discharge and boarding of Service Users.

17. Timeliness

- a. The Service Provider must take all reasonable steps to ensure that vehicles arrive at the destination at the agreed times.
- b. Repeated lateness or failure to arrive at the correct place at the time and date set out on the Route Schedule may result in a notice of non-conformance (default notices) being issued by the Authority.

- c. There may be extenuating circumstances when, due to accidents/road closure and increased traffic, that a failure to meet the stipulated times might occur. In these circumstances the Service Provider must contact the Authority to inform it of the situation.
- d. The Authority can withdraw from the Service Provider a route for repeat failures, lateness, or failure to provide services in accordance with the requirements in this Specification. See Quality Standards & Performance Monitoring.

18. Communication of Delays

- a. The trigger for informing the Authority will be if the Service Provider's vehicle is running more than 10 minutes late.

19. Transportation of Passengers in Wheelchairs

- a. The Service Provider must ensure drivers and passengers assistants check that the wheelchair is not faulty before transportation.
- b. Drivers and passenger assistants should check that brakes, headrests, and footrest are in working order and that lap belts are fitted and worn.
- c. The Driver and Passenger Assistant must check the wheelchair tyres are inflated to ensure that the wheelchair restraints can be fitted effectively and ensures the safety/security of the wheelchair. The Service Provider must ensure that they have carried out their own risk assessment on the safety/security of the wheelchair in accordance with their internal processes and procedures
- d. The Service Provider must ensure that wheelchairs and other specialist forms of personal carriage are properly secured using the recommended restraint equipment as required by the appropriate European Directives, Central European Standards (CES) or International Standards (ISO) according to the product type and application.
- e. All wheelchairs must be transported in a fixed position and bear an approved passport (tag) supplied by the Authority that specifies the manufacturers' reference together with the manufacturers' recommended method of restraint for the particular wheelchair being transported. Some Authority's may require Service Providers to supply the passport after carrying out the appropriate checks.
- f. Drivers and Passenger Assistant are responsible for reporting to the Authority all wheelchairs transported without an approved passport (tag) at the time of transporting the Service User. The authority will investigate and ensure the appropriate action.
- g. Passengers must not be carried in wheelchairs facing sideways. The Service Provider shall ensure that should seating positions within the vehicle require altering in order to accommodate the transport of wheelchairs that the seats are secured in the new position within the vehicle.
- h. Wheelchairs should be positioned within the vehicle to allow clear access to emergency exits. There must be a minimum gangway width of 300 mm to at least 2 exits from every seat or wheelchair position.
- i. The Service Provider must ensure that all staff engaged in the delivery of the service are familiar with the Medicines and Healthcare products Regulatory Authority and the Medical Devices Agency guidance and regulatory advice to health care professionals, users, and transport providers.
- j. Regulatory requirements include (but are not limited to);
 - Wheelchair Tie-downs and Occupant Restraints (WTORS) Minimum requirements for WTORS are laid out in ISO 10542 (parts 1-5).

- ISO 10542 compliant WTORS satisfy requirements for European Whole Vehicle Type Approval for Wheelchair Accessible Vehicles under the Special Purpose Category, The European Bus Directive 2001/85/EC, UNECE Regulation 107 and the UK Public Service Vehicles Accessibility Regulations (PSVAR) 2000.
- ISO 7176 Part 19 - Wheeled Mobility devices for use as seats in motor vehicles. ISO 7176 Part 19 provides wheelchair manufacturers with minimum design, performance requirements and associated test methods for both manual and powered wheelchairs intended for use as a forward-facing vehicle seat in a road passenger vehicle.
- Vehicle fixtures the seat fixtures form an integral path for the loads of seatbelt anchorages and are tested following the requirements of UNECE Regulation 14, or Directive 76/115/EC, as amended by 2005/47/EC. Both Directive and Regulation specify seatbelt anchorage load requirements by vehicle category:
 - M1 Vehicles: Vehicles for the carriage of Service Users comprising no more than eight seats in addition to the driver.
 - M2 Vehicles: Vehicles for the carriage of Service Users comprising more than eight seats in addition to the driver's seat and having a maximum mass not exceeding 5 tons.
 - M3 Vehicles: Vehicles used for the carriage of Service Users comprising more than eight seats in addition to the driver' seat and having a maximum mass exceeding 5 tons.

20. Provision of Passenger Assistants

- a. The Authority will provide suitably trained Passenger Assistants to meet the specific needs of the Service Users for some routes. They will need to be collected from the offices located at Forward Drive HA3 8NT.

21. Service User not available

- a. If a Service User is not available for any reason to travel as expected, the Service Provider is to notify the Authority immediately.
- b. Routes cancelled with less than 1-hour notice where the Service User is not available will be paid by the Authority for that section of the journey (**single journey cost only**).

22. Conveyance of un-authorised persons and animals

- a. The Authority shall be the sole hirer of any vehicle during any period that it is in use while carrying out the services under the Contract.
- b. The Service Provider is to ensure that only the Service Users and passenger assistants specified by the Authority are conveyed within the hired transport. No other passengers including relatives and animals are to use the services contracted by the Authority without the prior agreement of the Authority.

23. Stopping En route

- a. When working on a contracted route, the Service Provider will not divert vehicles, except in an emergency. Under no circumstances are stops to be made at shops, cafes etc.
- b. Service Providers are to ensure that vehicles carry sufficient fuel to complete the journey prior to commencing the service.
- c. The Service Provider should ensure that under no circumstances should a driver be refueling a vehicle while the Service Users are on board unless in an emergency where utmost case must be taken for the safety and security of the Service Users.

24. Lock-out Procedure

- a. The Service Provider is to make all reasonable efforts to deliver Service Users to their destinations and that there is a clear handover to the care of the authorised adult at the destination.
- b. The Service Provider must ensure that the Service Users are handed over to the authorised adult.
- c. Under no circumstances a Service User is handed to any of the following:
 - To a neighbour or to adult who is not in the authorised adult
 - It would **not** be acceptable to handover a Service User to a passenger in another vehicle even if they claim to know the Service User.
 - A sibling under the age of 16.

- Always seek authorisation from the Authority Where this handover is not possible, owing to the absence or unavailability of the authorised adult, the Service Provider is to notify the Authority immediately. In such circumstances the Authority will take remedial action and will advise accordingly. The Service Provider is to ensure that Service Users are not left unattended in any circumstances.

25. Planned Closure of Venues

- a. Schools/colleges/day centers and other venues may be closed for reasons such as staff training and on exceptional occasions, for example strike action, emergency repairs, health, and safety etc. The Authority will notify details of these planned closures of venues to the Service Provider and will not be liable for payment for any journeys undertaken by the Service Provider to these venues on these days where prior notification has been given.

26. Extreme Weather and Unplanned Closures of Venues

- a. The Authority will use its best endeavors to advise the Service Provider in advance of closures of venues due to extreme weather or other incidents/emergencies, or where it deems that road conditions are not safe. Where this notification is provided at least 1 hour before the scheduled time of the first transport Service User pick-up, the Authority will not be liable for payment for the journey.
- b. The Service Provider is to use best endeavors to complete all journeys in instances of extreme weather/emergency conditions, where it is considered safe to do so. Should the Service Provider deem a journey as unsafe (due to emergency/extreme weather) the Service Provider is to inform the Authority at the earliest opportunity, and provide a justification. The Authority will take a view as to whether the justification is reasonable, and at its full discretion, decide whether to pay the Service Provider for the relevant journey(s).

27. Carriage of Service Users belongings

- a. The Service Provider is required to transport a reasonable level of personal effects for Service Users at no extra cost. If the Service Provider considers there is a safety risk in transporting additional baggage, then this must be referred to the Authority.
- b. The Service Provider should ensure that drivers and passengers assistant do not carry money for Service Users without the express and explicit agreement of the Authority.

28. Injury and Illness

- a. The Service Provider is to ensure that drivers respond promptly to any personal distress, illness or injury to Service Users that may occur. Normally, this action will be limited to contacting the emergency services or the nearest available trained medical staff, unless staff have received appropriate first aid training and hold current certification in respect of this

training.

- b. The Service Provider is to ensure that all incidents of personal distress, illness or injury to Service Users are reported to the Authority by the close of day or as soon as is practicably possible.

29. Administration of Medication

- a. The Service Provider is to ensure that drivers do not accept, store, or administer any medication, including the use of oxygen and injections, without the express and explicit agreement of the Authority.
- b. Staff must not accept direct instructions concerning the administration of medication from anyone, including Service Users parents/carers and school/college/care centre staff, but should be directed back to the Authority. Administration of any medicines must be explicitly authorised by the Authority.
- c. Additionally, the Service Provider is to ensure that drivers and passenger assistants only administer medications when such individuals have been explicitly trained and certified to carry out such administration by a medically qualified and competent person, and only in accordance with authorisation and the approved care plan supplied by the Authority.
- d. For some Service Users, emergency medication will be required as part of their care plan to be transported with the Service User so that it is available for the emergency services in response to a 999 call rather than for the passenger assistance to administer.
- e. Any medical emergency and/or administration of medicines must be carefully recorded, and the Service Provider must ensure that it is reported to the Authority immediately.

30. Safer Recruitment

- a. The Service Provider is to ensure that it has clear written processes and procedures for the recruitment and selection of staff employed in this contract which meet all the requirements of legislation and employment law in order to ensure the recruitment of suitable staff is in a fair and non-discriminatory manner.
- b. The Service Provider must ensure that the staff employed in the execution of this contract, meet the requirements of the contracting Authorities, which includes but is not limited to, the following requirements (which are applicable to both drivers and passenger attendants – except where stated):
 - Any non-UK residents must have Home Office clearance to work in UK.
 - Must comply with UKBA visa conditions
 - Must have a UK National Insurance number that has been verified as well as UK Border Agency verification and clearance.

- Have provided 2 satisfactory references covering the last 5 years of employment.
 - All drivers supplied must have a valid UK photo-type driver's license (with no disqualification and no more than 6 penalty points for minor traffic offences).
 - Be able to understand, speak and write English to a standard sufficient to be able to communicate effectively with Service Users, with particular regard to the communication of safety and other important service-related information.
 - All contracted staff should be fit, both physically and psychologically, to meet the specific requirements of their duties.
- c. In addition, it is desirable that staff have previous experience of working with children or vulnerable adults in a similar environment.
 - d. The Authority will at all times retain the right to use its discretion and to seek further clarification from the Service Provider when considering the suitability of staff to undertake driving and passenger attendant duties on its behalf.
 - e. The Authority expects the Service Provider to recruit staff employed in the execution of the service in accordance with the principles of Safer Recruitment.
 - f. The Service Provider's engaged in the recruitment of staff employed in the execution of these services must have received formal training in Safer Recruitment practice. The Service Provider must ensure that only those staff that have been trained are used for the recruitment of staff employed for the Authority.
 - g. Safer recruitment includes, but is not limited to: Recruitment and Selection, Vetting and Checking Candidates, Safer Practices and Managing Allegations against Staff. All Service Provider's staff who have access to personal and/or sensitive data or have contact with vulnerable children and adults in the provision of these services are employed using the Safer Recruitment processes.
 - h. The Authority will have the right to randomly select and interview staff to ensure safer recruitment standards are being applied by the Service Provider. Where the Authority makes a recommendation, the Service Provider will be required to implement changes within the specified timescales.

31. Vetting and Checking (including Disclosure and Barring Service)

- a. The Service Provider is to ensure that Enhanced DBS checks, including Protection of Vulnerable Adults (PoVA) and Protection of Children Act (PoCA), are carried out by the Service Provider on all staff including

drivers, passenger assistants, office-based and any replacement staff, before they are employed on the Contract. Portability of DBS checks carried out by a previous employer will not be permitted.

b. The Service Provider must:

- Meet all costs associated with carrying out these checks, including, where necessary, the expense of registering with the (DBS).
- Ensure these checks are renewed at least every three years.
- Maintain a central system for recording Enhanced DBS checks with the date of issues, DBS reference number and evidence that these checks are being monitored and comply with requirements. These records must be made available for inspection by the Authority upon request.

c. The Authority reserves the right to request evidence that an Enhanced DBS check is conducted on a Service Provider's employee at its discretion and the Authority can request spot checks of the Service Providers records without prior notice.

32. Notification of Offences

- a. Due to the nature of the service to be provided and contact with vulnerable adults and children the Service Provider's staff used on any part of this service will be exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974, by virtue of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975.
- b. The Service Provider is to ensure that it informs the Authority of any summons on the Service Provider, or its staff employed in the execution of this contract, to appear in a Magistrates Court or Traffic Commissioner's Court.

33. Staff Records

- a. The Service Provider must keep the following records, and make them available for inspection by the Authority on request, in respect of each member of staff supplied:
- Full name and current residential address.
 - Verified personal identification (birth certificate or passport) and recent photograph.
 - Two signed references, one of which shall be the most recent employer on a copy of the headed notepaper of that employer which shall be satisfactory and refer to employment undertaken in the 6-month period prior to working with Service Provider.

- Full Curriculum Vitae or employment history and evidence of all relevant training undertaken.
- Declaration where staff have any family member working for an Authority, possible conflict of interest.
- Record of any formal interview in accordance with a consistent and adequate procedure.
- Details of next of kin, together with an emergency contact telephone number.
- A copy of the individuals immigration status, if appropriate (see Home Office guidance on Prevention of Illegal Working);
- A verified copy of the individual's driving licence (drivers only) appropriate to the duties to be carried out; and records of annual verification checks that have been carried out by the Service Provider.
- All relevant medical records pertaining to the renewal of driving licences along with medical reports and results.
- Details of any spent and unspent convictions, subject to the Rehabilitation of Offenders Act (1974) Exemption Order 1975. Including evidence of risk assessment as to suitability to employ on the Authority's routes.
- Copy of hire and reward vehicle insurance (self-employed drivers).
- Copy of London Taxi and Private Hire Operating Licence (for drivers employed by private hire companies operating in the London area) or other relevant Local Authority licensing permit (for drivers employed by companies operating outside the London area).
- Copy of training records.

Failure to comply with the requirements shall be deemed a breach of contract.

34. Safeguarding

- a. The Authority ensures that children and other vulnerable people are protected from those in whose care they are placed and who may pose a threat to their wellbeing. A criminal record will not necessarily debar a Service Provider, as this will depend upon the nature of the offence and its relevance to the employment being sought.
- b. The Service Provider will provide a written statement about previous convictions and if required fully assist the Authority in checking on the criminal background of the staff.
- c. The Service Provider and each operative employed to drive on any route during the term of the contract (including nominated employees providing

cover during periods of holiday, sickness etc) must provide a statement of all previous convictions, together with an agreement to a search of police records and such personal details as necessary. The Authority reserves the right to:

- The Service Provider is to ensure that the transportation of vulnerable children and adults is in accordance with legislation, protecting any child or adult from cruel and abusive treatment by their parents or carers. Guidance as given in the following publication:

[Working together to safeguard children - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

- The Service Provider must ensure that all staff are informed of the competencies for effective safeguarding of children.
- d. In all instances where the Service Provider has a safeguarding related concern, these must be notified to the Authority immediately.

35. Rejection of Staff

- a. The Authority reserves the right to instruct the Service Provider not to use particular members of staff for the execution of transport services under this Contract, without prejudice.
- b. The Authority is not required to give the reason for such exclusion and will not be liable for any compensation or cost as a result of such instruction, but rejection of staff will normally only be on an exceptional basis and will generally be accompanied with reasonable explanation (e.g. in relation to concerns about the safeguarding of Service Users).
- c. The Service Provider may be requested to provide an alternative member of staff in the place of anyone rejected by the Authority.

36. Training

- a. The Service Provider must ensure that all drivers and passenger assistants, before being assigned to a duty in execution of the service for the Authority, are properly trained to carry out all of the duties required of them. Where issued by the Authority, the staff handbook must be given to all drivers and passenger assistants and signed for.
- b. Training providers must be approved by the Authority and in some circumstances the Authority will require the training to be provided by a third party provider. Authorised representatives of the Authority may choose to sit in on training courses to monitor quality.
- c. Copies of all training certificates must be shared with the Authority in electronic format, whether formally requested or not.

d. Staff training must include:

Training Course	Driver	Passenger Assistant	Medical Trained Passenger Assistant
Child Protection/Safeguarding	X	X	
Disability Awareness	X	X	
Health and Safety - Incident/Accident reporting	X	X	
Manual Handling	X	X	
Certificated First Aid and EpiPen	X	X	
Wheelchair restraints and tail lifts (unless covered in PATS)	X	X	
Conflict de-escalation	X	X	
Completion of Minibus Driver Awareness Scheme (MIDAS)	X		
Driver CPC where appropriate	X		
Passenger Assistant Training Scheme (PATS)		X	
Specialist/Medical			X
Buccal Training			X
Challenging behaviour			X
Physical Intervention			X
Severe Epilepsy Care			X
Sign Language			X
Suction Emergency Care			X
DBS checks	X	X	X

- e. In addition, and where required, staff should also be required to undertake specific additional training appropriate to the needs of Service Users. The cost of this additional training should be included within the daily rate of the route.
- f. The Service Provider must make their staff available to attend other relevant training as and when required by the Authority to meet changes in passenger needs and legislation.
- g. Annual refresher training for the moving and handling of vulnerable persons, and biannual training for Safeguarding will be agreed between the Authority and the Service Provider.
- h. Service Providers must provide and maintain accurate and up-to-date records of training for all staff (including certificates) and make them available for inspection by the Authority on request.

37. Staff Identification

- a. The Service Provider must ensure that all staff working on the Harrow Contract wear an identity badge, issued by the Service Provider and bearing contact details for the Service Provider.
- b. The badge must incorporate a sealed photograph and must be visibly worn at all times.
- c. The Service Provider must make arrangements to enable anyone, with just cause, to challenge and seek confirmation from the Service Provider of the identity of any individual who claims to be working for, or representing, the Service Provider whilst executing services on behalf of the Authority.
- d. The Service Provider shall not alter, change or replicate identifying documents provided by the Authority.
- e. Where the Authority issues an ID badge, the Service Provider must ensure that their drivers and passenger assistants wear this at all times during service delivery.

38. Responsibilities of the Service Providers

- a. The Service Provider must ensure that their employees operate at all times within the requirements of the law and the Authority's Code of Conduct.
- b. The Service Provider must ensure that:
 - Where no Passenger Assistant is required to travel on the journey, drivers must ensure the safe transit of all Service Users at all times.
 - The driver is trained for the operation of the tail-lift and for securing wheelchairs where applicable.

- The Service Provider shall ensure that drivers and passenger assistants are trained in the operation and correct fitting methods of four point wheelchair restraints and double inertia reel belts to secure passengers, wheelchairs and equipment carried on the vehicles, as per manufactures guidelines and legislation Wheelchair Tie-downs and Occupant Restraints (WTORS) Minimum requirements for WTORS are laid out in ISO 10542 (parts 1-5).SO 10542 compliant WTORS satisfy requirements for European Whole Vehicle Type Approval for Wheelchair Accessible Vehicles under the Special Purpose Category, The European Bus Directive 2001/85/EC, UNECE Regulation 107 and the UK Public Service Vehicles Accessibility Regulations (PSVAR) 2000 and ISO 7176 Part 19 - Wheeled Mobility devices for use as seats in motor vehicles. ISO 7176 Part 19 provides wheelchair manufacturers with minimum design, performance requirements and associated test methods for both manual and powered wheelchairs intended for use as a forward-facing vehicle seat in a road passenger vehicle.
- The Authority is informed if any employee receives any endorsements, cautions or civil or criminal convictions between inspections.
- The Service Provider is responsible for the conduct of its employees.
- The Service Provider will ensure that all contact with Service Users is maintained through the Authority.
- The Service Provider will ensure that their employees are fully aware of the Authority's policy regarding contact between employees and Service Users. This includes but is not exclusive, telephone, SMS, Social Networking and sharing of digital media.
- The Service Provider will ensure that their employees are fully aware of the Authority's policy regarding maintaining professional boundaries with Service Users and their families.
- All staff employed by the Service Provider including any temporary or 'casual' drivers shall at all times be properly insured with a reputable Insurance Company in respect of the particular vehicle driven by them in performance of this Contract.
- The Service Provider must ensure that routes are not subcontracted out to alternative providers.
- The Service Provider must ensure that drivers do not accept and or solicit money or gifts of any kind from Service Users or parents/carers, under any circumstances.
- The Service Provider must ensure that their drivers do not smoke, eat, or operate under the influence of alcohol or non-prescribed drugs (or prescribed drugs that advise the user that they should not drivers/operate machinery) whilst carrying out any of the Authority's transport service requirements.

- The Service Provider to ensure appropriate communication is available on the vehicle and used as per the legislation and in terms the requirements of this contract.
- The Service Provider must ensure regular checks (min. six monthly) of driving licences with the DVLA and evidence of checks available for inspection by the Authority.

39. Duties of the Driver and Passenger Assistants

- a. Drivers shall possess and carry with them a current and valid photographic driving licence for the type of vehicle they are driving. The Authority shall require all licences to be submitted to them for checking at six monthly intervals.
- b. Drivers should park the vehicle to allow the Service Users can board or egress safely. Where practicable, the point of entry/exit should be aligned to the pavement, kerbside or outside or adjacent to the Service User's home or pick- up point (i.e. such that Service Users do not have to go to the other side of the vehicle, or cross the road, to board or egress).
- c. The driver and passenger assistant shall wear Service Provider's identity cards at all times. The card must have a photograph of the Service Providers employee and be worn at all times during the performance of the Services.
- d. A high standard of service is expected, commensurate with the carriage of passengers with special needs.
- e. Drivers and Passenger Assistants must be of good character and display a caring attitude towards their passengers.
- f. Smoking, the use of non-prescribed drugs or the consumption of alcohol on or in the near vicinity of any vehicle is strictly forbidden, including the use of electric cigarettes. Staff will not be under the influence of drink or drugs, whether prescription or otherwise when on duty.
- g. Drivers must be prepared to assist the Passenger Assistant in dealing with parents, doctors, education staff and social service staff. They must be sensitive towards the diverse nature of the Borough's population. The Authorities insist on a high standard of courtesy and care for all people connected with the service.
- h. The driver and passenger assistant shall be required to provide a comprehensive written report to the Authority in the event of a road accident, complaint or any other incident relating to the Contract which may be under investigation by the Authority.
- i. Drivers shall be familiar with the geography of the Borough and aware of passenger' special needs.

- j. Drivers and passengers' assistants must have a route list, and telephone numbers of Authority's Transport Office and a care plan.
- k. The Authority must be notified by 7.00 a.m. on each occasion the regular staff are not available to undertake the route, together with the reason for the unavailability, in order that the Service User may be informed of the change.
- l. All journeys shall be provided in accordance with the timetable and route schedule, subject to any variations, supplied by the Authority.
- m. Route schedules shall not be varied without the express approval of the Authorised Officer except in exceptional circumstances such as road closures, traffic diversions etc. and any such changes must be notified to the Authority immediately.
- n. Only passengers included in the schedules shall be transported on the vehicles. The Service Provider shall direct parents or teachers requiring any change to the schedules to the appropriate Authority responsible for management of the Contract, for consideration.
- o. The Service Provider shall provide reasonable assistance when collecting passengers from their home and when they arrive at the school. This assistance may include such tasks as ensuring the pupils leave the vehicle with all of their effects and supporting them to and from the vehicle.
- p. Where a tail-lift vehicle is required for loading/unloading wheelchairs, it is the responsibility of the driver to operate this equipment. A passenger assistant shall accompany the wheelchair on the tail-lift during this operation. The Driver has ultimate responsibility for securing and ensuring that wheelchairs are secured correctly prior to departing.
- q. Where Service Users have mobility difficulties they shall be assisted to their seats.
- r. In the event that a Service User is not ready at the scheduled pick up time the Passenger Assistant shall knock on the door or ring the doorbell to attract the parents/carers attention. If the Service User is not ready to board the vehicle within ten minutes, staff must contact the Authority through his/her supervisor for further instructions.
- s. Service Users shall be seated and secured before a vehicle moves off. The Driver shall ensure that Service Users passengers alighting from a vehicle are clear of the door or any part of the vehicle before moving off.
- t. The Driver should ensure that Service Users are seated in the rear of the vehicle and child locks are activated from commencement of the journey.

- u. All reasonable care shall be taken to ensure that all Service Users remain seated and secure when the vehicle is in motion, ensuring good behaviour is maintained.
- v. Any Service User not conforming to the Service Providers' requests to remain seated should be reported by the driver or passenger assistant to the Authority and an incident form completed.
- w. When Service Users are to be taken home, they shall be collected from a member of staff by the Passenger Assistant and assisted to the vehicle. Some passengers may require physical support at these times.
- x. On arrival at home pupils shall be handed over to the parents, or a responsible adult authorised by the parents in writing to the Authority. Under no circumstances should a passenger – regardless of age, be left with a sibling.
- y. If there is still no one available to receive the passenger, then the driver or passenger assistant must report the situation immediately to the Authority and await further instructions.
- z. In the event that the Authority is unsuccessful with the Service User's emergency contacts, there may be a requirement to deliver the Service User to a duty social worker or respite centre.
- aa. When the arrangements have been made for pupils to gain access to their home independently the driver or passenger assistant shall ensure that they have written authority from the Authority to allow the Service User to enter the premises
- bb. The passenger assistant or the driver must ensure the service enters the property safely before driving away.
- cc. In the event of any situation where the health, safety or welfare of a Service User is a cause for concern, the Service Provider shall pull over and stop and contact the Authority by radio/car phone for instructions or emergency services as appropriate
- dd. Where an unescorted journey is undertaken the Service Provider shall ensure that Service Users do not leave the vehicle until the destination has been reached.
- ee. The Service Provider shall ensure that all staff employed on the contract are familiar with the requirements of this Document which directly affect services to be provided by them under the contract.
- ff. The Service Provider shall at all times during the Contract period employ sufficient persons with the necessary abilities and skills for the proper performance of the Services. Staff shall only be employed who are mature and emotionally well balance and are sensitive to the complex needs of pupils of profound multiple learning and physical difficulties.

- gg. All staff employed by the Service Provider for the purposes of this Contract shall at the commencement of the Contract and whenever driving any vehicle in the performance of the Contract have a good standard of health and in particular shall have good sight, hearing and not be suffering from any disease of the heart or lungs or any nervous or mental disorders or from fits of depression or high blood pressure or from any other illness or condition likely to interfere with the proper performance of his duties and responsibilities as a driver. It is the Service Providers responsibility to ensure that all Drivers are deemed medically fit for the role of transporting passengers and appropriate medicals are carried out.
- hh. Prior to the Commencement Date and throughout the Term of the Contract the Service Provider shall provide the names and other necessary details of the staff who are employed to fulfil this Contract, for the purposes of satisfying the Authority (by means of additional confidential inquiry carried out by the Authority) that the person(s) concerned is/are of suitable character to be employed
- ii. The Service Provider shall ensure, that all staff carry out their duties and behaviour is exemplary at all times whilst executing the service.
- jj. The Authority shall be entitled to object to the employment of any staff used or proposed to be used for the Contract without giving any reasons and in such event the staff shall not be employed by the Service Provider on the performance of the Contract as a driver or a passenger assistant.

40. PPE

- a. The Service Provider will ensure that drivers and passenger attendants are dressed to an appropriate and professional standard commensurate with their duties.
- b. The Service Provider is responsible for the provision of any necessary Personal Protective Equipment appropriate to their duties.
- c. Drivers and passenger assistants must wear high visibility tabards or jackets when carrying out their duties.

41. Vehicles

- a. The Service Provider is to ensure that the vehicles provided for the execution of journeys required by the Authority are safe and suitable for the purpose in every respect, with particular regard to the provision of suitable seating, safety and restraint equipment, accessibility and restraint for wheelchairs, and heating and ventilation.
- b. The vehicles equipment, appliances, and all materials (“the Contract Vehicles”) used in the execution of or in connection with the Contract shall conform to the standards described in the Contract. Any dispute as to whether the Contract Vehicles are of such a standard as described in the Contract shall be referred to the Authorised Officer whose decision shall be final and binding on the parties.
- c. Where an appropriate Standard Specification or Standard Code of Practice has been issued by the British Standards Institution or the European Economic Community equivalent and is current at the date of tender or becomes current during the duration of the Contract, the Service Provider will ensure that the Contract Vehicles accord with such Standard Specification or Code of Practice.
- d. All vehicles should be ‘fit for purpose’, roadworthy and compliant with all relevant legislation.
- e. The Authority reserves the right to reject a vehicle provided by a Service Provider for the execution of the service, at its discretion, if it considers that the vehicle does not meet these requirements, where appropriate and including, but not limited to:
 - Compliance with current Disabled Persons Transport Advisory Committee (DPTAC) regulations relevant to this type of service.
 - Lap diagonal inertial reel all age seat belts to all seats.
 - Fire extinguisher to BS5423 and First Aid box.
 - Seat, seat belts, locking mechanisms and seat tracking to be tested and certified to the requirements of seat belt legislation for “M” category vehicles.
 - Three-point webbing anchorages for wheelchairs together with lap/diagonal restraints for their occupants.
 - Adequate heating, ventilation, and lighting.
 - Two-way radio/telephone communication facility for communication.
- f. All vehicles used in the provision of the service shall have a maximum age of 10 years - (The Authority may withdraw its approval of any vehicle previously approved at its discretion when the Service Provider shall at

his cost supply forthwith a substitute vehicle satisfactory to the Authority in all respects. (If the Service Provider is unable to provide a substitute vehicle, then he may supply a vehicle in accordance with (Breakdown Arrangements and Notification) of this Specification.

- g. Preference is given to electric and hybrid vehicles.
- h. The Authority reserves the right to stipulate the size and capacity of vehicles used in connection with this Contract and requests the withdrawal of any vehicle(s), that it considers unsuitable for use in connection with any journey/run under this Contract.
- i. Service Users to be transported by the Service Provider may have very limited body movement. The Service Provider shall ensure that any vehicle to be used in the performance of the Contract provides easy access from ground level to the seat to be occupied; the same consideration shall also apply to enable passengers to exit the vehicle. With the exception of cars and taxis all vehicles shall have a centre (or off centre) aisle wide enough to enable Service Users who may require assistance to move about the vehicle in reasonable comfort, at least in accordance with type approval compliance at all times.
- j. The Service Provider shall ensure that all seats are forward facing and maintained in a clean condition and that there is sufficient space between seats to enable passengers to travel in comfort. The material of the seat covering is at the discretion of the Service Provider. Any costs arising from the need to clean seats, for whatever reason, shall be at the Service Providers' expense.

42. Roadworthiness Obligation

- a. The Service Provider will ensure all vehicles used in the execution of services required by the Authority are at all times safe and roadworthy and that they conform to all relevant legal and statutory requirements.
- b. All vehicles provided by the Service Provider in performance of the Contract shall at all times (where appropriate) comply with the Certificate of Fitness and Public Service Vehicle Licence and shall at all times and in all respects be of a roadworthy condition. The Service Provider must be able (where appropriate) to produce a Department of Transport Certificate (M.O.T. Certificate) and proof of regular maintenance and servicing.
- c. If the Authority has any concerns regarding vehicles they will, at the Service Providers expense, require the vehicle to be checked by the Authority's approved workshop.
- d. The Service Provider is to ensure that all records of inspection relevant to road worthiness requirements are available for inspection on request.

43. Maintenance and Inspection

- a. The Service Provider is to ensure that vehicles, and ancillary equipment such as tail-lifts, are maintained and inspected in accordance with the manufacturer's specification, the requirements of the licensing authorities, and as is necessary to ensure that the vehicles remain safe and roadworthy at all times.
- b. The Service Provider is to make available to the Authority on demand all necessary vehicle maintenance, inspection, and certification records.
- c. The Service Provider may be requested to provide evidence of compliance with the requirements specified by Transport for London for the London Emission Zone (LEZ) in appropriate
- d. The Authority may at any time test, examine and approve the Contract Vehicles and workmanship used for and in connection with the Contract and the Service Provider shall furnish at his own expense all labour and Contract Vehicles necessary in order to make such test examinations and approvals as aforesaid at a location specified by the Authorised Officer.

44. Breakdown Arrangements and Notification

- a. The Service Provider must ensure that, in the event of a vehicle breakdown whilst carrying Service Users or on route to the collection of Service Users, the driver advises the Authority immediately.
- b. The Service Provider is to ensure that suitable breakdown repair/recovery arrangements are in place to rectify vehicle breakdowns as a matter of urgency.
- c. The Service Provider is to arrange a suitable replacement vehicle to enable the journey to be completed as quickly as possible where it is evident that a breakdown cannot be rectified within 30 minutes. If the Service Provider is unable to dispatch another vehicle to arrive at the location of the breakdown within 30 minutes, the Authority must be advised, and alternative arrangements will be made by the Authority and the Service Provider re-charged for the replacement transport. If the Authorities are not advised immediately and/or Service Users are stranded on the broken-down vehicle for an excessive period of time, the Authority may issue a default notice to the Service Provider at its discretion.
- d. If any vehicles used by the Service Provider for the purposes of the Contract break down or are considered unsuitable by the Authority for any other reason the Service Provider shall at his cost supply and keep the Authority supplied with another vehicle or vehicles of similar type and capacity and to the Authorities satisfaction in all respects.

- e. Should the Service Provider be unable to provide suitable substitute vehicle(s) from his own fleet of vehicles to the satisfaction of the Authority then the Service Provider may upon written consent of the Authorised Officer use the services of a provider who is part of this Framework.

45. Vehicle Equipment

- a. The Service Provider is to ensure that all relevant vehicle equipment is 'fit for purpose', meets all regulatory requirements (as specified) and correctly fitted to the vehicle.
- b. The Service Provider is to ensure that all vehicles with more than 9 seats carry a fire extinguisher, and that all vehicles carry a first aid kit. Drivers must know the location of all safety equipment carried, be trained in its use, and ensure that it is secured safely at all times. The Service Provider must ensure that safety equipment is inspected in line with the prescribed timescales and properly maintained and conform to any legal requirements in force during the contract period. Any costs arising from maintaining the safety equipment or changes that may be required shall be at the Service Provider's expense.
- c. The Authorities reserve the right to introduce a universal wheelchair passport scheme where required during the period of the framework. The Service Provider is required to ensure that carriage of all wheelchairs is fully compliant with current legislation and any policies or procedures of the Authority.

46. Tail-Lift Vehicles/Minibuses

- a. The Contract shall ensure that all vehicles comply with the Department of Transport Code of Practice for the Safety of Passengers in Wheelchairs on Buses.
- b. The Service Provider shall ensure that all Minibuses and Tail-lift Welfare Buses used in the performance of the Contract will have an approved "non-slip" floor covering which must be maintained to the Authority's satisfaction.
- c. When tail lifts are in use such equipment shall be subject to LOLER (Lifting Operations and Lifting Equipment Regulations 1998 test certification. The Service Provider shall ensure that wheelchair anchorages, when required, are provided to the satisfaction of the Local Authority

47. Seat – Security

- a. The Service Provider shall ensure that seats, wheelchairs, and other items can be secured safely. Tracking or other approved equipment shall be fitted to the floor and the interior side panels at a suitable height to secure wheelchairs to the floor and side of the vehicle.

48. Securing Straps/Clamps

- a. The Service Provider shall ensure that vehicles deployed on the Contract are fitted with sufficient 4-point wheelchair restraints and double inertia reel harnesses for the purpose of securing wheelchair passengers into their wheelchairs and the wheelchairs to the floor of the vehicle.
- b. All straps and clamps shall be provided by the Service Provider and maintained in a serviceable and clean condition. The Service Provider at his expense shall provide replacements through whatever reason.

49. Seat Belts

- a. The Service Provider is to ensure that the vehicle is equipped with seatbelts that meet all prevailing legislative requirements in all seats occupied by crew members and Service Users and is to ensure that these seatbelts are worn at all times when these seats are occupied. Vehicles with up to 16 passenger seats must be fitted with a minimum of 3-point retractable seatbelts on all passenger seats. Seatbelts and anchorage points must meet current regulatory standards.
- b. The Service Provider shall ensure that all vehicles are fitted with approved inertia reel lap and shoulder belts on all seats and are suitable for the passengers to be transported. The seat belts must be maintained in a clean and serviceable condition. In the interest of passenger safety precautions must be taken to ensure that seat belts do not fall to the floor when not in use.
- c. All cars and taxis must have four doors, be fitted with rear seat belts, have childproof locks fitted and operational at all times on the rear side doors. There will also be a requirement for some taxis to have wheelchair access as indicated on individual route lists.
- d. Seatbelts should comply with the design and performance requirements of UNECE Regulation 16 and the Directive 77/541/EC, as amended by Directive 2005/40/EC.
- e. Floor and anchorage systems should be compliant with the requirements of UNECE Regulation 14 and the Directive 76/115/EC as amended.
- f. The Authority reserves the right to check on the compliance and suitability of all restraint equipment being used by the Service Provider.

50. Communication Equipment

- a. The Service Provider is to ensure that all vehicles carry a serviceable mobile communication device (e.g. mobile telephone or communication radio) for communication and safety reasons. When no passenger attendant is travelling, the Service Provider must ensure that the driver only uses this telephone to receive or make calls or SMS messages when the vehicle is stationary and parked and the engine is switched off and when allowed by law.

- b. The device must also be suitable to operate approved apps to manage electronic route schedules and Service User details. The Service Provider will be required to purchase the app licence and allow for the cost within the daily rate.

51. CCTV

- a. The Authority may require removable video cameras to be used in- vehicle for certain routes and certain Service Users. These will be provided by the Authority and will be subject to data protection regulation and approvals by all appropriate parties.
- b. Any video footage obtained will only be used for investigating reported incidents and responding to submitted allegations.

52. Provision of Child Seats, Booster Seats, Harnesses

- a. At no additional charge, the Service Provider may be required to provide all necessary standard equipment, including Houdini, booster seats/cushions or child seats, appropriate to the age, height and weight of the Service Users concerned, as is required to ensure compliance with the law. However, these may be to the Service Provider for a short period by the Authority at its discretion.
- b. Under this contract, the Service Provider may not rely upon the normal exemption to supply this equipment that is applied to private hire companies for the carriage of fare-paying passengers. Where special-purpose equipment (excluding that outline above and in 8.5 and 8.8) is required to meet the unique requirements of an individual transport Service User, the Authority is to make this equipment available to the Service Provider in consultation with the parent/carer of the Service User concerned.

53. Advertising on Vehicles

- a. The Service Provider must not advertise on any vehicles used for the purpose of this service without the prior consent and approval of the Authority. Vehicles must not display identification as ambulances unless they are operating in this capacity.

54. Vehicle Cleansing and Damage

- a. Vehicles used on the service must project a positive image of the Authority. Externally, the vehicle body and paintwork shall be maintained in a good condition, free of dents or corrosion (Minor damage from stone chips is acceptable). Internally, roof linings, floor coverings, seats etc. will be clean and free of splits or other damage. As agents representing the Authority, the Service Provider should ensure that vehicles always look presentable and clean.
- b. The Service Provider will ensure that the outside and inside of all vehicles are cleaned on a regular basis and will keep the vehicle(s) free

from rubbish at all times. The Service Provider shall be solely responsible for the costs of cleaning and tidying the interior and exterior of the vehicles.

- c. The Authority accepts no liability for any losses, costs, damage, liabilities, or action whatsoever and howsoever caused as a result of the Service Provider performing the service.
- d. The Service Provider should insure vehicles against accidental damage and the Authority will only pay for damage to vehicles caused by Service Users in exceptional circumstances and at its discretion. Due to the nature of this work it is expected that appropriate insurance is in place to cover damage caused by Service Users. The Service Provider must notify the Authority of any damage allegedly caused by Service Users immediately, and must make requests for payment for damages in writing to the Authority within 72 hours and accompanied by photographs of the damage and a full explanation of the circumstances, including details of any witnesses.

55. Vehicle Tracking reports

- a. The Service Provider will be required to have a 'Live' tracking system preferred capability to identify and report at all times the location, time to destination and actual arrival time.
- b. Destination of the Service Provider's vehicles for scheduled and ad hoc transport provision. The Service Provider shall supply a copy of the attendance report at destinations in support of the monthly Service Providers' performance report stipulating date and time of arrival at the destination.
- c. These reports must be standard reports provided from the tracking system software and will be accepted by the Authority of confirmation of the actual attendance time to be used where service delivery has exceeded the agreed journey time and for payment of discounted rates, KPI monitoring and non-conformance reporting.
- d. The Authority may choose to use the smartphone apps to track vehicles whilst providing the service. Tracking will only start when logged into the app and stop when logged out.

56. Licensing

a. Operator's Licensing

- i. The Service Provider must hold current valid operator's licences appropriate to the service provided and in accordance with the legal requirements relevant to the type of vehicle being used on specific provision.
- ii. The Service Provider must supply to the Authority copies of the operator's licence(s) held on request.

b. Public Service Vehicle Operator's Licensing (Coaches and Minibuses)

- i. All vehicles (where appropriate) used by the Service Provider in the performance of this Contract shall have a valid Public Service Vehicle (P.S.V.) Licence and every driver (where appropriate) employed in performance of the Contract shall have a valid P.S.V/PCV Drivers' Licence appropriate for the vehicle to be driven. If so, required the Service Provider or all or any of his Drivers must at any time during the duration of this Contract present the Licences to the Authorised Officer for inspection.

c. Operator's Licence

- i. The Service Provider shall have and keep in force a Standard Public Service Vehicle Operators Licence or a restricted Public Service Vehicle Operators Licence as required by section 12 of the Public Passenger Vehicle Act 1981 or a Restricted Licence as required by section 12 of the Transport Act 1985 which permits the operation of the service and shall produce the licence at any reasonable time for inspection by the Authority.
- ii. The Service Provider shall ensure that he, his employees, and the vehicles comply with the requirements of the law relating to any matter which concerns the vehicles including the licensing, insurance, operation, construction and use, equipment, and safety of the vehicles.
- iii. Competent drivers licensed and insured in accordance with the law shall only drive vehicles.

d. London Taxi and Private Hire Operating Licence

- i. The Service Provider shall ensure that his employees comply with the requirements of the law relating to London Taxi and Private Hire and (the "Act") Public Hire Vehicles (London) Act 1998.

e. Vehicle Licensing

- i. The Service Provider is to ensure that private hire vehicles are licensed by the London Taxi and Private Hire for companies located within the London, and by the relevant Local Authority for companies located outside the London area, and that they display official licence plates inside and out in accordance with PCO/Local Authority requirements.
- ii. Where a Service Provider is operating a vehicle under the provisions of a Section 19 permit, the permit is displayed clearly in the vehicle. It should be noted that the provision of a Section 19 permit does not exempt the Service Provider from compliance with any of the Authority's requirements stated in this Specification for the execution of the service.

f. Driver Licensing

- i. The Service Provider must ensure that drivers must hold current appropriate licences issued by the DVLA for the class of vehicles driven in the execution of this contract.
- ii. The Authority may request confirmation from the Service Provider of the status of driving licenses held by any driver employed in the execution of this contract at any time and on demand.
- iii. The Service Provider shall ensure that his employees comply with the requirements of the law relating to London Taxi and Private Hire Private Hire or with the relevant Local Authority for companies based outside the London area.

57. License Checks

- a. The Service Provider is to ensure that driving licences are checked a minimum of every 6 months directly with the DVLA to identify appropriate categories of licence are still in place and whether any new endorsements have been incurred
- b. The Authority reserves the right to inspect all operator, vehicle, and driver licenses relevant to the execution of the service at any time.

58. Health and Safety

a. Risk Assessment, Care-Plans and Duty of Care

- i. Service Providers will at all times work in conjunction with the Authority, care providers, schools, and colleges to ensure that the Health, Safety and Welfare of Service Users.
- ii. The Service Provider will ensure that employees are properly trained for the work for which they are employed, and that they are fully conversant with, and comply with, the Service Provider's and the Authority's Health and Safety requirements.
- iii. The Service Provider will:
 1. Provide staff with a copy of the Service Provider's current Health & Safety Policy and all Safety Approved Codes of Practice relevant to the staff employed;
 2. Inform the Authority as soon as becoming aware of any prosecution or likely prosecution of the Service Provider for any offence pertaining to the health and safety of its employees and/or other persons, or of any conviction or such prosecution as a result of its undertaking, and shall provide the Authority with such further information as the Authority may reasonably require;

3. Prepare appropriate Risk Assessments for the activities which their staff will undertake under this contract. Such Risk Assessments must be consistent with, and may be based upon, any Risk Assessments prepared by the Authority for its own execution of transport Service User transport activities. However, the responsibility for the completion of Risk Assessments and for the safe execution of services required under this contract rests with the Service Provider.
4. Provide its employees with relevant information required in respect of risks to Health and Safety.
5. Provide its employees with relevant Personal Protective Equipment where necessary together with information on the equipment provided.
6. Report all injuries, diseases and dangerous occurrences as required of an employer under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations
7. (RIDDOR) 1995 and as amended April 2012 and ensure that the Authority is made aware of all such reports.

iv. The Authority will provide the following to the Service Provider:

1. Information concerning the needs of Service Users - including Care Plans where appropriate - as is required to ensure that the Service Provider can meet its duty of care to those Service Users whilst they are in the care of the Service Provider.
2. The Service Provider will provide the Authority on request:
 3. A copy of its Risk Assessments appropriate to the services being provided by the Service Provider.

59. Complaints Handling

- a. If a Service Provider receives a complaint directly from the Service Users concerning the execution of services required under this contract, then it must advise the complainant to contact the Authority direct.
- b. The Service Provider must record details of any complaints received from the Authority and the steps taken to investigate and resolve them. This record is to be made available for inspection by the Authority on request.

60. Incidents & Accidents

- a. The Service Provider must report immediately to the Authority any incidents or accidents (whether or not an injury has been sustained) which occur whilst transporting Service Users under the contract.

- b. The Service Provider must ensure that all incidents or accidents are properly logged, that the nature of the incident or accident is communicated to the Authority immediately and that a full and detailed written report is provided to the Authority within 48 hours.

61. Emergency Response

- a. In the event that the Authority is required to activate a response to any emergency to deal with situations affecting the health, safety and welfare of people, property or the environment (e.g.: the occurrence of a major disaster or as a result of severe weather conditions), the Service Provider shall:
 - i. On receipt of an instruction from the Authority all the resources used in the execution of the contract as are available and make them available to the Authority, as may be required, and;
 - ii. During the emergency whole or part of the normal services carried out under this contract may be suspended by the Authority and the Service Provider may be expected to work alongside voluntary organisation's and other bodies as directed by the Authority.
- b. Where the Service Provider is contracted to provide transport routes the Authorities' to support vulnerable children and adults 24/7 or at short notice, to make available a suitable all-weather vehicle(s) e.g. 4x4 to the Authority to ensure the Authority's business continuity in an emergency.
- c. The Authority will meet all reasonable costs incurred by the Service Provider in the execution of such emergency requirements.
- d. In the event of a Pan London emergency the Authority or another organisation, authorised by the Authority, may step-in to activate a response to any emergency to deal with situations affecting the health, safety and welfare of people, property or the environment (e.g.: the occurrence of a major disaster or as a result of severe weather conditions), In this event the Authority will notify the Service Providers of the handover and hand back arrangements at the time of the event.

62. Quality Standards & Performance Monitoring

- a. The Authority will monitor the Service Provider's performance and actions and any breaches of the quality standards based on the Key Performance Indicators (KPIs) from commencement of the contract.
- b. The Authority expects the Service Provider to carry out spot checks to ensure that their staff are providing the service required by the Authority in accordance with the Specification.
- c. The Authority reserves the right to request details of the frequency, content, and outcome of these checks. The Authority will also conduct such checks and inspections as it considers necessary to monitor the execution of the service by the Service Provider and to ensure

compliance with the Specification. These checks and inspections will include:

- Regular and un-notified spot checks on the Service Provider's vehicles and staff during the execution of services required by the Authority. The Authority's inspectors will provide appropriate identification to the Service Provider's staff prior to commencing checks and will ensure that do not cause hazard or undue delay to the completion of the service. The Authority will provide details of such checks to the Service Provider in writing, including positive and negative observations, as appropriate.
 - A pre-notified annual compliance audit at the Service Provider's nominated premises, against a checklist that will be made available to the Service Provider in advance of the audit. The outcome of compliance audits will be notified to the Service Provider in writing.
- d. An un-notified compliance audit at the Service Provider's premises where it considers this to be necessary.
- e. The Service Provider is required to provide a full response to any observations made by the Authority within 10 days, including details of any remedial action taken.
- f. The Authority reserves the right to carry out follow-up checks and audits where considered necessary, to increase the frequency of checks and audits, and to issue default notices, where it considers that Service Provider has failed to meet significant requirements of the contract.
- g. Quarterly - contract monitoring meetings between the Authority and the Service Provider will be held.
- h. Annually - annual review may include a site visit by the Authority's authorised officer to the Service Provider's premises. Information gathered from the annual review and quarterly monitoring will be used by the Authority to assess if the requirements of the contract have been achieved.
- i. The Service Provider will permit access to all appropriate and relevant confidential records during the quarterly or annual review.
- The Authority's authorised officer will wish to examine, at a minimum:
 - Self-audit records (daily activity logbook)
 - A sample of staff records including details of recruitment, employment history, reference, and DBS checks
 - A sample of staff training records and driver license checks
 - Health and Safety and Risk Assessments.
- j. The Service Provider will be required to action recommendations made by the Authority at monitoring meetings within agreed timescales and without cost to the Authority.

63. Key Performance Indicators

- a. The table below gives the KPIs that will be monitored as part of this contract. The monthly cap for deductions is £1,000.00
- b. The relevance of the KPIs to the successful operation of the contract is important and these are based on the measurement of performance being:
 - Specific: Clear and focused to avoid any misinterpretation.
 - Measurable: Quantifiable through comparative analysis with other data.
 - Attainable: achievable and reasonable.
 - Realistic: fits into the organisational processes and is cost-effective and
 - Timely: delivered within the set timeframes.
- c. KPI Failure Escalation Process – there will be a two-stage process where :
 - Stage 1 - requires an accepted Corrective Action Plan to be produced by the Service Provider when one or more KPIs, in one month, have not achieved the minimum requirements. The corrective action plan will be reviewed over the agreed period of correction and if it has failed to remedy and deliver the improvements required the issues are escalated to Level 2.
 - Stage 2 - Management Team reviews the root cause of the underperformance issues collaboratively with the Service Provider and the parties agree the required approaches for performance improvements. The Contractor incorporates the agreed improvement approaches and submits a Corrective Action Plan Level 2.
- d. **Corrective Action Plans** – the outcome of the plan is to resolve the service failure in a mutually advantageous way. The plan at a minimum should include (but not be limited to):
 - Level 1 - Identification of weaknesses, Processes, what changes are to take place, What the anticipated outcome will be, Roles and responsibilities and Timescales.
 - Level 2 - As above plus include (but not limited to) why the previous plan did not achieve its anticipated performance.

e. KPIs List

No	Performance area	Indicator	Purpose	Frequency	Measure	Target	Deduction	Penalty application
1	Staff	Driver and Escort Inductions	Staff to have received copy and briefing on agreed induction handbook. Include Driving Centre procedure.	Six monthly	Signature to be obtained from staff and record kept for auditing	100%	£30	Per failure
2	Staff	Training	All staff have received and undertaken relevant training to required standards	Six monthly	Management Information supplied by Provider (subject to client audit and verification)	100%	£50	Aggregated failures incurred during measurement period
3	Checks	NI /VISA	Eligibility to work in UK, NI and Visa Checks	Six monthly	Management Information supplied by Provider (subject to client audit and verification)	100%	£200	Per failure
4	Checks	Compliance	Current enhanced DBS renewable every 3 Years	Six monthly	Management Information supplied by Provider (subject to client audit and verification)	100%	£100	Per failure
5	Checks	Compliance	Current Driving Licence Checks. Max 3 penalty points at initial employment. Entitlement to drive specified Category of Vehicle. Annual check required.	Annually	Management Information supplied by Provider (subject to client audit and verification)	100%	£100	Per failure

6	Health & Safety	Wheelchair	Failure to secure wheelchair(s) and passengers within wheelchairs and or car seats with appropriate and compliant restraint equipment	Six monthly	Audit / Incident	100%	£50	Per failure
7	Compliance	Policy	Breach of Data Protection Act and or related policies of the Contracting Authority	Six monthly	Number of breaches	100%	£100	Per failure
8	Finance	Timesheets / Invoices	Must be administered in line with the specification with 100% accuracy	Six monthly	Timesheet format to be agreed at mobilisation. Invoice information must match timesheet hours	100%	£30	Per failure
9	Audit	Specification	Must meet all requirements detailed in contract specification document	Annually	Measure based on table of requirements - format to be confirmed at mobilisation	100%	£50	Per failure
10	Operational	Reports	Late arrival at pick up point or destination	Six monthly	20 minutes to 40 minutes	100%	£30	Per failure
11	Operational	Specification	Late arrival at pick up point or destination	Six monthly	Over 40 minutes or failure to turn up.	100%	£50	Per failure

- f. Service failures will be agreed with the Service Provider on a monthly basis and recorded accordingly. Where these exceed the discounted rates triggers, these rates will be invoked in the current calendar month payment. Any challenged payments that are agreed by both parties to be adjusted in the following calendar month payment. Failure to agree payments to escalated to the dispute resolution procedure.

64. Service Failure

- a. Where the Authority incurs additional charges due to service failure of the incumbent Service Provider in respect of the following:
 - A one-off failure incident requiring the Authority to seek alternative transport to cover the service delivery;
 - Transfer of the scheduled route from the incumbent Service Provider to an alternative Service Provider:
 - where the remaining contracting term is in excess of 3 months, the expenses paid will be applied to the variance in the Service Provider's rates, if applicable, for a maximum of 3 months;
 - where the remaining contracting term is less than 3 months, the expenses paid will be applied to the variance in the Service Providers rates the remaining period of the contracting term.
 - The payments are to be notified by the Authority within 10 days of incurring the additional cost to the Service Provider and to be invoiced by the Authority at the end of the calendar month with the payment terms of the Authority.

65. Quality Standards

- a. The Quality Standards are those standards that comply in particular with the qualitative elements contained in the Specification.
- b. The Authority will apply specific performance criteria where the Service Provider fails to meet the quality standards. The Service Provider's performance will be subject to a 6 monthly and annual review by the Authority and may be changed, subject to the formal agreement of the Authority and the Service Provider.
- c. The Authority will apply a performance criterion based upon three key levels of performance failure by the Service Provider, as follows:
 - Minor Non-conformance;
 - Major Non-conformance;
 - Breach of the contract's terms and conditions.

66. Default Notice

a. A Minor Non-Conformance includes but is not limited to:

- The vehicle is over ten minutes but less than 30 minutes later than the agreed pickup time and the Authority has received no prior notification of an acceptable reason for the lateness.
- The vehicle shows signs of lack of cleanliness of vehicle's interior or exterior condition, e.g. dirty paintwork, windows, contamination of seats and interior, torn, broken, missing, or excessively worn vehicle fabric.
- The vehicle is used for the carriage of unauthorized materials.
- The driver is delayed in completing the agreed route due to the lack of knowledge of the route or collection or drop off points.
- The driver or passenger assistant is not wearing an approved identification badge that displays their name and photograph at any time whilst executing the service.
- The driver or passenger assistant fails to assist the passenger to access / egress from the vehicle, explain the safety features of the vehicle or assist with the loading or unloading of the passenger's equipment or baggage.
- Where the Service Provider fails to provide a regular driver and passenger assistant/s.
- Where the Service Provider fails to provide a replacement vehicle within the agreed timescale.
- Where a Service Provider fails to provide a service.

b. A Minor Non-Conformance shall be managed as followed:

- The Service Provider to review the manner in which the service is provided and initiate appropriate corrective measures to the satisfaction of the Authority within a period of 2 working days, following the issue of a default notice by the Authority of each Minor Non-Conformance.
- Where the Service Provider fails to undertake corrective action in accordance with the default notice within the time allowed, the Authority may issue a further default notice to the Service Provider.
- For the avoidance of doubt, the Minor Non-Conformance will remain valid for the purposes of the below, regardless of whether any corrective measures are undertaken as per the above.
- A total of five (5) Minor Non-Conformances in a contractual year will equate to one Major Non-Conformance.

- A total of three (3) Minor Non-Conformances for a route arriving late in a contractual year may result in the route being terminated. A Minor Non-Conformance for a route arriving late in a contractual year shall count towards the equation of one Major Non-Conformance as set out above.

c. A Major Non-Conformance includes but is not limited to:

- The vehicle fails to arrive or arrives over 30 minutes later than the agreed pick up time.
- The Service Provider does not hold the relevant license to operate the Hired Passenger Transport Service
- The driver does not hold the relevant license to operate the vehicle.
- The driver or the passenger assistant does not possess a clear enhanced DBS disclosure.
- The vehicle safety features are inoperative or in poor operating condition such that the vehicle would be in contravention of the mot (VOSA) test / road traffic regulations,
- Where the appropriate permit or licence disc is not displayed.
- The driver drives the vehicle in an unsafe or unprofessional manner, or in a manner that causes the passenger undue distress.
- The driver uses a mobile telephone whilst driving.
- The driver or passenger assistant smokes inside or outside of the vehicle whilst in attendance or transporting a passenger.
- The driver or the passenger assistant uses inappropriate, abusive, or sexual language.
- The driver drives a vehicle under the influence of drugs, alcohol or any other banned substances or medication that influences the driver's driving capability.
- The driver or the passenger assistant inappropriately touches or assaults a passenger.
- The driver or the passenger assistant is involved a safeguarding or child protection breach of the Authorities child protection policy.
- The Service Provider fails to provide suitable trained drivers or passenger assistants to meet the sensitivity of the routes and Service Users transported.
- The driver is prosecuted for a driving offence(s) and issued with 6 or more points on their driving license.

- The Service Provider fails to provide monthly or annual performance reports or supporting the Authority to attain Service Provider records and/or undertake audits.
- The Service Provider fails to attend contract review meeting(s) or investigations related to health & safety incidents, child protection, annual review, complaints, non- conformance, and benchmarking reviews.
- The Authority may terminate the contract if a total of three major non-conformances occur within each year following the commencement date.

d. A Major Non-Conformance shall be managed as followed:

- The Authority in consultation with the Service Provider will review each alleged Major Non-Conformance by the Service Provider.
 - The Service Provider may appeal against the Authority's findings to the Authority's representative within 10 working days of any decision.
 - The Service Provider shall send a senior level representative to a meeting convened by Authority's representative following the occurrence of an alleged Major Non-Conformance in order to investigate the non- conformance.
- e. The decision as to whether a Major Non-Conformance remains valid will be subject to the decision being appealed by the Service Provider, and whether the Authority deems the decision to remain valid following the Authority's investigation.
- The Authority's representative will inform the Service Provider of the result of the investigation within a period of 5 working days from the date of the meeting.
 - A total of three Major Non-Conformances in a contractual year may result in the route being terminated.

67. Record-keeping

- a. Service Providers are required to keep a daily log of all journeys carried out in the execution of the service. This log is to include details of journeys undertaken (include driver and passenger attendant details,

arrival/departure times, details of 'no shows', and details of incidents and instances of unsatisfactory behaviour by Service Users.

- b. Service Providers will be required to submit financial accounts annually and at any time on request by the Authority.
- c. Service Providers must be compliant with the Data Protection Act, implementing recommended systems and reporting data loss as they occur.

68. Compliance Visits, Spot Checks, and Inspections

- a. The Authorities expect the Service Providers to carry out spot checks to ensure that all its employees are providing the service required by the Authority in accordance with the Specification and the Conditions of Contract. The Authority reserves the right to request details of the frequency, content, and outcome of these checks.
- b. The Authority will also conduct such checks and inspections as it considers necessary to monitor the execution of the service by the Service Provider and to ensure compliance with the Specification. These checks and inspections will include:
 - Regular and un-notified spot checks on the Service Provider's vehicles and staff during the execution of services required by the Authority. The Authority's inspectors will provide appropriate identification to the Service Provider's staff prior to commencing checks and will ensure that they do not cause hazard or undue delay to the completion of the service. The Authority will provide details of such checks to the Service Provider in writing, including positive and negative observations, as appropriate.
 - A pre-notified annual compliance audit at the Service Provider's nominated premises, against a checklist that will be made available to the Service Provider in advance of the audit. The outcome of compliance audits will be notified to the Service Provider in writing.
 - An un-notified compliance audit at the Service Provider's premises where it considers this to be necessary.
- c. The Service Provider is required to provide a full response to any observations made by the Authority within 10 working days, including details of any remedial action taken.
- d. The Authority reserves the right to carry out follow-up checks and audits where considered necessary, to increase the frequency of checks and audits, and to issue default notices, where it considers that the Service Provider has failed to meet significant requirements of the contract.

69. Data Protection and Confidentiality

- a. The Authorities considers that the proper protection of sensitive personal and confidential data is of the utmost importance in the execution of the service.
- b. Data protection is monitored by the Information Commissioner's Office, an independent official body. The Information Commissioner is responsible for administering the provisions of the Data Protection Act 2018 and has powers to take legal action against businesses or individuals found to be acting unlawfully. An employee or partner organisation may make themselves liable to legal action by the Information Commissioner and/or by any individual whose information they have disclosed in breach of data protection legislation, and who suffers loss as a result.
- c. The Authority's data security policies are designed to protect the Authorities, staff, clients, partner organisations and members of the public by preventing such breaches from happening. The policies seeks to ensure that personal data processed by or on behalf of the Authorities is dealt with in full compliance with the Act. The Service Providers must ensure they act in adherence to the data security policies.
- d. The Service Providers must ensure that all staff involved in the execution of the service, including office-based staff, are made aware of their responsibilities for Data Protection and have received appropriate training in the handling and security of personal and sensitive personal information.
- e. The Service Provider shall ensure that it has in place appropriate technical and organisational measures to ensure the security and safe storage and disposal of all personal and confidential data (including a document control procedure to guard against unauthorised access, accidental loss, destruction or damage to, the personal data) in accordance with all of the requirements of the Data Protection Act.
- f. The Service Providers will be required to comply with and adhere to the Authority's policies and procedures and must ensure appropriate methods for secure and appropriate transfer (including secure email), retention and disposal of data identified as personal or sensitive data by the Authority.
- g. The Service Provider must maintain the Shared Personal Data Register, for receipt of the personal and or sensitive data in accordance with the Authority's Information Sharing Procedure.
- h. The Authority will require confirmation and evidence of compliance with the Data Protection Act and the relevant processes and procedures of the Authority prior to commencement of the service. Further, the Authorities reserve the right to inspect the arrangements for handling, security, and disposal of personal and confidential data at its discretion.

70. Contract Management

- i. Service Providers to self-monitor their performance and provide in a monthly and an annual report to the Authority detailing the Service Providers' service delivery performance, current and pending risks and health and safety related issues for each calendar month. The report to contain the number of and extent of service failure attained to be reported against the contract service delivery criteria
 - ii. The Authority and Contract to annually review the Service Provider's performance, reviewing the Service Provider's monthly reports, service, and default notices also any other related correspondence between the Authorities or Service Providers, including third party surveys.
- i. The Service Provider is required to attend meetings with the Authority concerning the execution of the service when reasonably requested by the Authority. Such meetings will be held as required and will include a formal annual appraisal of the Service Provider's performance under the contract.
 - j. The Service Provider will be required to attend Safeguarding or Child Protection meetings when requested by the Authority and to provide the Authority with information relating to allegations or suspicions of abuse, where necessary.



Schedule 2 Award Criteria

Part 1 Emergency Services Award Criteria

In accordance with clause 4.2 of this Framework Agreement.

Part 2 Competed Services Award Criteria

In accordance with clause 4.3 of this Framework Agreement.



Schedule 4 Order Email

The following shall be included in the Order Email, which can be set out in more than one email:

- Detailed Route Schedule
- Passenger Transport Needs Assessment
- Key Information as set out below:

Framework Agreement Reference

Date

Serial No.

Route Number

Venue

Academic Days Per Year (Approx,)

Total No. of Walkers

Total No. of Wheelchairs

No. of Journeys per day

Daily Mileage

Vehicle Type

Escort Requirements (Yes/No)

Daily, weekly, termly

Harrow/Brent

Planner

Price per Day

Awarded to

Schedule 5 Call-off Terms and Conditions

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Parties

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW** of Harrow Council Hub, Forward Drive, Harrow, Middlesex, HA3 8FL (**Customer**)
- (2) **[FULL COMPANY NAME]** incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Supplier**)

BACKGROUND

- (A) On [DATE], the Customer advertised on the UK e-notification service [REFERENCE] inviting potential service providers (including the Supplier) to tender for the provision of hired passenger transport services, ('the **Services**'), under an open framework.
- (B) On the basis of the Supplier's Tender, the Customer selected the Supplier to enter a framework agreement, under an open framework, to provide services to the Customer when the Customer places Orders in accordance with the Framework Agreement.
- (C) The Framework Agreement sets out the procedure for ordering Services, the main terms and conditions for the provision of Services and the obligations of the Supplier under the Framework Agreement.
- (D) The Customer has selected the Supplier to provide the Services and the Supplier is willing and able to provide the Services in accordance with the terms and conditions of this Contract.

1. Definitions

In the Contract, unless the context otherwise requires, the following provisions shall have the meanings given to them below:

Approval: the prior written approval of the Customer.

Audit: an audit carried out pursuant to clause 30.

Auditor: the National Audit Office or an auditor appointed by the Customer as the context requires.

Authorised Representative: the persons respectively designated as such by the Customer and the Supplier in clause 54.5 of this Contract.

Commercially Sensitive Information: as defined in the Framework Agreement.

Confidential Information: means any information of either Party, however it is conveyed, that relates to the business, assets, affairs, developments, trade secrets, operations, processes, product information, know-how, designs or

software, personnel and customers, clients, suppliers of the Parties, including Commercially Sensitive Information, Personal Data, Intellectual Property Rights, together with all information derived from the above, any information developed by the Parties in the course of carrying out this Contract, the terms of this Contract and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

Contract: the written agreement between the Customer and the Supplier consisting of the Order Email and these clauses (except that, for the purposes of clause 53.5 only, reference to "Contract" shall not include the Order Email) as varied from time to time.

Contract Period: the period from the Service Commencement Date to:

- a) the date of expiry set out in clause 3;
- b) such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract.

Contract Price: the price (exclusive of any applicable VAT), payable to the Supplier by the Customer under the Contract, as set out in the Order Email, for the full and proper performance by the Supplier of its obligations under the Contract.

Contract Year: any 12-month period starting on the Service Commencement Date and on each anniversary of the Service Commencement Date.

Controller: as defined in the Data Protection Legislation.

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 Data Protection Act 2018 (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.

Data Subject: shall have the same meaning as set out in the Data Protection Legislation.

Default: any breach of the obligations of the relevant Party under the Contract (including fundamental breach or breach of a fundamental term or material breach as defined in clause 46.2) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

Deliverables: those deliverables listed in the Order Email.

Dispute Resolution Procedure: the dispute resolution procedure in clause 51.

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

Environmental Information Regulations (EIRs): the Environmental Information Regulations 2004 (*SI 2004/3391*), together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Equipment: the Supplier's equipment, plant, materials, vehicle and such other items supplied and used by the Supplier in the performance of its obligations under the Contract.

FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time, together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Framework Agreement: the framework agreement for the provision of hired passenger transport Services between the Customer and the Supplier dated the same date of the Framework Agreement that this Contract is a schedule to.

Good Industry Practice: using the standards, practices, methods and procedures conforming to the Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

GHG emissions: means emissions of the greenhouse gases listed at Annex A of the 1998 Kyoto Protocol to the United Nations Framework Convention on Climate Change, as may be amended from time to time including carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), nitrogen trifluoride (NF₃), hydrofluorocarbons, perfluorocarbons, and sulphur hexafluoride (SF₆), each expressed as a total in units of carbon dioxide equivalent.

Holding Company shall have the meaning ascribed in section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

Information: has the meaning given under section 84 of the FOIA.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Law: the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Supplier is bound to comply.

Major Non-Conformance: as described in paragraph 66c of Part 1 of Schedule 1 of the Framework Agreement.

Management Information: the management information set out in Schedule 1 of the Framework Agreement and that of which is specified in the Order Email (if applicable).

Month: calendar month.

Minor Non-Conformance: as described in paragraph 66a of Part 1 of Schedule 1 of the Framework Agreement.

Order: the order placed by the Customer to the Supplier in accordance with the Framework Agreement, which sets out the description of the Services to be supplied including, where appropriate, the Route, the timeframe, the Deliverables and the Quality Standards.

Order Email: the document used to place an Order.

Parent Company: any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged in the same or similar business to the Supplier. The term

Party: the Supplier or the Customer and Parties shall mean both the Supplier and the Customer.

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

Processor: as defined in the Data Protection Legislation.

Prohibited Act: the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer a financial or other advantage as an inducement or reward for any improper performance of a relevant 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 relevant function or activity in connection with this Contract;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts relating to this Contract or any other contract with the Customer;

- (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Customer; or
 - (iv) of defrauding attempting to defraud or conspiring to defraud the Customer (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017).
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) if such activity, practice or conduct had been carried out in the UK.

Procurement Act 2023: the Procurement Act 2023 and any subordinate legislation made under that Act from time to time together with any statutory guidance, guidance or codes of practice issued by the relevant government department concerning the legislation.

Procurement Specific Questionnaire (PSQ): the questionnaire completed by the Supplier which collects core supplier information (from the central digital platform), additional exclusions and debarment information.

PSQ Response: means the response to the Procurement Specific Questionnaire submitted by the Supplier to the Customer on [DATE].

Quality Standards: the quality standards (or equivalent) published by BSI, the British Standards Institution, ISO, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with, including that of which is set out in Part 1 of Schedule 1 of the Framework Agreement and as may be further detailed in the Order Email.

Regulatory Bodies: those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Customer.

Relevant Requirements: all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

Replacement Supplier: any third-party service provider appointed by the Customer to supply any services that are substantially the same as or similar to any of the Services and which the Customer receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

Request for Information: shall have the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply).

Route: the order of locations which the Supplier shall follow under the Contract.

Service Commencement Date: the service commencement date set out in the Order Email.

Services: the transport services to be supplied as specified in the Order Email.

Staff: all employees, staff, other workers, agents suppliers and consultants of the Supplier who are engaged in the provision of the Services from time to time.

Staff Vetting Procedures: the Customer's procedures and departmental policies for the vetting of personnel for:

- a) eligibility to work in the UK;
- b) the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measure including, but not limited to, the provisions of the Official Secrets Acts 1911 to 1989;
- c) the carrying out of regulated activity within the meaning of the Safeguarding Vulnerable Groups Act 2006.

Sustainability Report: the report to be submitted to the Customer by the Supplier in accordance with clause 16.4.

Tender: the document(s) submitted by the Supplier to the Customer for admission onto the Framework Agreement as supplemented by the information submitted to the Customer in response to the Customer's Order, including the Supplier's Supplemental Tender.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Variation: has the meaning given to it in clause 38.

Vehicle: the vehicle used by the Supplier in order to deliver the Services.

VAT: value added tax chargeable in the UK.

Working Day: any day other than a Saturday or Sunday or public holiday in England and Wales.

2. Interpretation

The interpretation and construction of the Contract shall be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;

- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes any subordinate legislation made under it, in each case from time to time;
- (e) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (f) reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- (g) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- (h) headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (i) the Schedules form part of the Contract and shall have effect as if set out in full in the body of the Contract and any reference to the Contract shall include the Schedules;
- (j) references in the Contract to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to the Contract so numbered; and
- (k) references in the Contract to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to the Contract so numbered;
- (l) reference to writing or written excludes fax but not email;
- (m) any obligation on a party not to do something includes an obligation not to allow that thing to be done.

3. Contract Period

The Contract shall take effect on the Service Commencement Date and shall continue on an annual rolling basis unless terminated in accordance with clause 46B of this Contract, subject always to the Open Framework Mechanism in Schedule 9 of the Framework Agreement, and unless this Contract is otherwise terminated in accordance with the provisions of the Contract or the Framework Agreement, respectively.

4. Not Used.

5. Supplier's status

At all times during the Contract Period the Supplier shall be an independent service provider and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party except as expressly permitted by the terms of the Contract.

6. Customer's obligations

Except as otherwise expressly provided, the obligations of the Customer under the Contract are obligations of the Customer in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation on, or in any other way fetter or constrain, the Customer in any other capacity, nor shall the exercise by the Customer of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Customer to the Supplier.

7. Mistakes in Information

The Supplier shall be responsible for the accuracy of all drawings, documents and information supplied to the Customer by the Supplier in connection with the supply of the Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein.

Supply of services

8. Services

8.1 The Supplier shall supply the Services during the Contract Period in accordance with the Customer's requirements as set out in the Contract in consideration for the payment of the Contract Price. The Customer may inspect and examine the manner in which the Supplier supplies the Services during normal business hours on reasonable notice.

8.2 The Supplier acknowledges that it has made its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Customer before submitting its Tender so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.

8.3 The Supplier shall:

- (a) at all times comply with the Quality Standards, and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body;
- (b) to the extent that the standard of Services has not been specified in the Contract, agree the relevant standard of the Services with the Customer before the supply of the Services; and
- (c) at all times perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

8.4 The Supplier shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.

8.5 The timely supply of the Services shall be of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date.

9. Provision of Equipment and Vehicle

9.1 Unless otherwise stated in the Order Email, the Supplier shall provide all of the Equipment and the Vehicle necessary for the supply of the Services.

9.2 Not Used.

9.3 All Equipment brought onto and the Vehicle use for the Route shall be at the Supplier's own risk and the Customer shall have no liability for any loss of or damage to any Equipment or the Vehicle unless the Supplier is able to demonstrate that such loss or damage was caused or contributed to by the Customer's Default. Unless otherwise agreed, the Vehicle and Equipment used to deliver the Services will remain the property of the Supplier.

9.4 The Supplier shall maintain the Equipment in a safe, serviceable and clean condition and the Vehicle in the condition as set out in paragraph 41 of Schedule 1 of the Framework Agreement.

9.5 The Supplier shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:

- (a) remove any Equipment that in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with the Contract;
- (b) replace such item with a suitable substitute item of Equipment; and/or

- (c) replace the Vehicle, if in the reasonable opinion of the Customer, the Vehicle does not conform to the standards set out in paragraph 41 of Schedule 1 of the Framework Agreement.

Staffing

10. Not Used

11. Supplier's Staff

- 11.1 The Supplier shall procure that it shall obtain the prior Approval of the Customer before removing or replacing any Staff during the Contract Period.
- 11.2 The Customer shall not unreasonably delay or withhold its consent to the appointment of a replacement for any Staff by the Supplier, but the Customer may interview the candidates before they are appointed.
- 11.3 The Supplier acknowledges that the Staff are essential to the proper provision of the Services to the Customer. The Supplier shall ensure that the role of any Staff is not vacant and if it becomes vacant, a replacement who has suitable qualifications and experience and be fully competent to carry out the tasks assigned to the Staff shall be found immediately, due to the nature of Services being delivered.
- 11.4 The Customer may also require the Supplier to remove any Staff that the Customer considers in any respect unsatisfactory. The Customer shall not be liable for the cost of replacing any Staff.
- 11.5 The Supplier warrants that it has complied with the Staff Vetting Procedures in respect of all Staff employed or engaged by the Supplier at the Service Commencement Date and that it shall not employ or engage any person in the provision of the Services who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out the Services.
- 11.6 The Supplier shall use its reasonable endeavours to ensure continuity of personnel and to ensure that the turnover rate of its Staff engaged in the provision or management of the Services is at least as good as the prevailing industry norm for similar services, locations and environments.

12. Non-solicitation

For the duration of the Contract and for a period of 12 Months thereafter neither the Customer nor the Supplier shall employ or offer employment to any of the other

Party's staff who have been associated with the procurement and/or the contract management of the Services without that other Party's prior written consent.

13. Not Used.

14. Not Used.

15. Not Used.

16. Supplier environmental obligations

16.1 The Supplier shall ensure that:

- (a) its operations comply with all applicable environmental Law, including in relation to waste disposal, GHG emissions and the handling of hazardous and toxic materials; and
- (b) it minimises the release of GHG emissions, air pollutants and other substances damaging to health and the environment in providing the Services.

16.2 Where the Supplier is registered on the Debarment List, the Authority will comply with the provisions in section 57 of the Procurement Act 2023, in relation to mandatory exclusions and discretionary exclusions. The Authority will also have regard to the 'self cleaning' regime, namely whether the circumstances that gave rise to the exclusion ground are continuing or likely to occur again and in particular will consider the factors set out in section 58 of the Procurement Act 2023. The Supplier may be able to submit a bid to be appointed to the next framework in the scheme of open frameworks.

17. Health and safety

17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract, and which may affect the Supplier in the performance of its obligations under the Contract.

17.2 Not Used.

17.3 The Supplier shall ensure it adheres to paragraphs 58, 60 and 61 of Schedule 1 (Specification) of the Framework Agreement for any health and safety related issues.

17.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relating

to health and safety, which may apply to Staff and other persons in the performance of its obligations under the Contract.

- 17.5 The Supplier shall ensure that its health and safety policy (as required by the Health and Safety at Work etc Act 1974) is made available to the Customer on request.

Payment and Contract Price

18. Contract Price

- 18.1 In consideration of the Supplier's performance of its obligations under the Contract, the Customer shall pay the Contract Price in accordance with clause 19.
- 18.2 The Customer shall, in addition to the Contract Price and following evidence of a valid VAT invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

19. Payment and VAT

- 19.1 The Supplier shall ensure that each invoice is submitted in accordance with the payment profile set out in the Order Email and contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documents reasonably required by the Customer to substantiate the invoice. If it is an electronic invoice it must also comply with the standard on electronic invoicing. For these purposes "electronic invoice" means an invoice which has been issued transmitted and received in a structured electronic format which allows for its automatic and electronic processing. An electronic invoice complies with the standard on electronic invoicing where it complies with the standard and any of the syntaxes published in the UK version of Commission Implementing Decision (EU) 2017/1870 as it forms part of English law under the European Union (Withdrawal) Act 2018.
- 19.2 Where the Supplier submits an invoice (including an electronic invoice) to the Customer in accordance with clause 19.1, the Customer will consider and verify that invoice within 7 days.
- 19.3 The Customer shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date on which the Customer has determined that the invoice is valid and undisputed.
- 19.4 Where the Customer fails to comply with clause 19.3, the invoice shall be regarded as valid and undisputed 7 days after the date on which it is received by the Customer.

- 19.5 Not Used.
- 19.6 The Supplier shall add VAT to the Contract Price at the prevailing rate as applicable.
- 19.7 The Supplier shall indemnify the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this clause 19.7 shall be paid by the Supplier to the Customer not less than five Working Days before the date on which the tax or other liability is payable by the Customer.
- 19.8 The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Contract under clause 46 for failure to pay undisputed sums of money.

20. Recovery of sums due

- 20.1 Wherever under the Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Contract or under any other agreement or contract with the Customer.
- 20.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 20.3 The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.
- 20.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

Statutory obligations and regulations

21. Conflicts of interest

- 21.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where (in the reasonable opinion of the Customer), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or Staff and the duties owed to the Customer under the provisions of the Contract.
- 21.2 The Supplier shall promptly notify the Customer (and provide full particulars to the Customer) if any conflict referred to in clause 21.1 arises or is reasonably foreseeable.
- 21.3 The Customer reserves the right to terminate the Contract immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Customer under the provisions of the Contract. The actions of the Customer under this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

22. Prevention of bribery

- 22.1 The Supplier shall:
- (a) not, in connection with this Contract, commit a Prohibited Act;
 - (b) not do, suffer or omit to do anything that would cause the Customer or the Staff to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;
 - (c) have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;
 - (d) notify the Customer (in writing) if it becomes aware of any breach of clause 22.1(a) or clause 22.1(b), or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this Contract.
- 22.2 The Supplier shall maintain appropriate and up to date records showing all payments made by the Supplier in connection with this Contract and the steps taken to comply with its obligations under clause 22.1.

- 22.3 The Supplier shall allow the Customer and its Auditor to audit any of the Supplier's records and any other relevant documentation in accordance with clause 30.
- 22.4 If the Supplier, or its Staff breach this clause 22, the Customer may by notice:
- (a) require the Supplier to remove from performance of this Contract any Staff whose acts or omissions have caused the breach; or
 - (b) immediately terminate this Contract.
- 22.5 Any notice served by the Customer under clause 22.4 shall specify the nature of the Prohibited Act, the identity of the party who the Customer believes has committed the Prohibited Act and the action that the Customer has elected to take (including, where relevant, the date on which this Contract shall terminate).
- 22.6 Despite clause 51, any dispute relating to:
- (a) the interpretation of this clause 22; or
 - (b) the amount or value of any gift, consideration or commission,
- shall be determined by the Customer and its decision shall be final binding and conclusive.
- 22.7 Any termination under this clause 22 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Customer.

23. Discrimination

The Supplier shall perform its obligations under this Contract (including those in relation to the Services) in accordance with:

- (a) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
- (b) the Customer's equality and diversity policy as provided to the Supplier from time to time;
- (c) any other requirements and instructions which the Customer reasonably imposes in connection with any equality obligations imposed on the Customer at any time under applicable equality Law;

Information

24. Confidentiality

- 24.1 Subject to clause 24.2, the Parties shall keep confidential the Confidential Information of the Parties and shall use all reasonable endeavours to prevent their

employees, officers, representatives, contractors, or advisers from making any disclosure to any person of any matters relating thereto.

24.2 clause 24.1 shall not apply to any disclosure of information:

- (a) required by any applicable Law, a court of competent jurisdiction or regulatory authority, or to any disclosures required under the FOIA or the Environmental Information Regulations or which was available to the receiving party on a non-confidential basis before disclosure;
- (b) that is reasonably required by persons engaged by a Party in the performance of such Party's obligations under this Contract;
- (c) that is reasonably required by the Customer;
- (d) where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 24.1;
- (e) by the Customer of any document to which it is a party and which the parties to this Contract have agreed contains no Confidential Information;
- (f) to enable a determination to be made under clause 51;
- (g) which is already lawfully in the possession of the receiving party, before its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
- (h) by the Customer to any other department, office or agency of the government, provided that the Customer informs the recipient of any duty of confidence owed in respect of the Confidential Information;
- (i) for the purpose of the examination and certification of the Customer's accounts;
- (j) for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources;
- (k) by the Customer relating to this Contract and in respect of which the Supplier has given its prior written consent to disclosure; or
- (l) which is required under the Procurement Act 2023.

24.3 The Parties shall not use the Confidential Information of the Parties for any purpose other than to exercise their rights and perform their obligations under or in connection with this Contract.

24.4 On or before the termination or expiry of the Contract, the Supplier shall ensure that all documents and computer records in its possession, custody or control

which contain Confidential Information or relate to personal information of the Customer's employees, tax-payers or service users, are delivered up to the Customer or securely destroyed.

25. Not Used

26. Data Protection

- 26.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 26 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 26.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor. Annex B sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 26.3 Without prejudice to the generality of clause 26.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Contract.
- 26.4 Without prejudice to the generality of clause 26.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Contract:
- (a) process that Personal Data only on the written instructions of the Customer (as set out in B), unless the Supplier is required by Domestic Law to otherwise process the Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures, (as defined in the Data Protection Legislation), reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and

services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with the reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (d) notify the Customer immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
- (e) assist the Customer in responding to any request from a Data Subject and in ensuring compliance with the Customer's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer immediately and in any event within 24 hours on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Contract;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination or expiry of this Contract unless required by Domestic Law to store the Personal Data;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 26 and allow for audits by the Customer or its designated auditor pursuant to clause 30 and immediately inform the

Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation;

- (i) indemnify the Customer against any losses, damages, cost or expenses suffered by the Customer arising from or in connection with any breach by the Supplier of its obligations under this clause 26.

26.5 Not Used.

26.6 Either party may, at any time on not less than 30 Working Days' written notice to the other party, revise this clause 26 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

26.7 The provisions of this clause shall apply during the continuance of this Contract and indefinitely after its expiry or termination.

27. Freedom of Information

27.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Customer all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

27.2 The Supplier acknowledges that the Customer may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Supplier. The Customer shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of FOIA) to the extent that it is permissible and reasonably practical for

it to do so but (notwithstanding any other provision in this Contract) the Customer shall be responsible for determining in its absolute discretion whether any Confidential Information and any other Information is exempt from disclosure in accordance with FOIA and the EIRs.

28. Publicity, media and official enquiries

- 28.1 Unless otherwise directed by the Customer, the Supplier shall not make any press announcements or publicise the Contract in any way without the Customer's Approval.
- 28.2 The Customer shall be entitled to publicise the Contract in accordance with any legal obligation on the Customer or otherwise, including any examination of the Contract by the Auditor.
- 28.3 The Supplier shall not do anything, or cause anything to be done, which may damage the reputation of the Customer or bring the Customer into disrepute.

29. Intellectual Property Rights

- 29.1 In the absence of prior written agreement by the Customer to the contrary, all Intellectual Property Rights created by the Supplier or the Staff:
 - (a) in the course of performing the Services; or
 - (b) exclusively for the purpose of performing the Services,shall vest in the Customer on creation.
- 29.2 The Supplier shall indemnify the Customer against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Customer's acts or omissions.

30. Records and audit access

- 30.1 The Supplier shall keep and maintain until six years after the end of the Contract Period (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including the Services provided under it, the Contract entered into with the Customer and the amounts paid by the Customer.

- 30.2 The Supplier shall keep the records and accounts referred to in clause 30.1 in accordance with good accountancy practice.
- 30.3 The Supplier shall on request afford the Customer, the Customer's representatives and the Auditor such access to such records and accounts as they may require from time to time.
- 30.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Contract Period and for a period of six years after the expiry of the Contract Period to the Customer, the Customer's representatives and the Auditor.
- 30.5 The Customer shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Supplier or delay the provision of the Services, except insofar as the Supplier accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Customer.
- 30.6 Subject to the Customer's rights of confidentiality, the Supplier shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:
- (a) all information requested by the Auditor within the scope of the Audit;
 - (b) reasonable access to sites controlled by the Supplier and to Equipment used in the provision of the Services; and
 - (c) access to Staff.
- 30.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 30, unless the Audit reveals a Default by the Supplier in which case the Supplier shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the Audit.

31. Replacement of corrupted data

If, through any Default of the Supplier, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall reimburse the Customer in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

Control of the Contract

32. Provision of information and meetings

Provision of information and meetings shall be pursuant to Part 1, Schedule 1 of the Framework Agreement (Specification). In the event the Authority has further provision of information and meetings requirements, this shall be set out in the Order Email.

33. Monitoring of Contract performance

Monitoring of contract performance shall be pursuant to Part 1, Schedule 1 of the Framework Agreement (Specification). In the event the Authority has further contract performance monitoring requirements, this shall be set out in the Order Email.

34. Remedies in the event of inadequate performance

34.1 Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Supplier's obligations under the Contract, then the Customer shall take reasonable steps to investigate the complaint. The Customer may, in its sole discretion, uphold the complaint, and may, acting reasonably:

(a) Subject to clause 34.4, withhold a sum; or

(b) deduct a sum,

in each case equal to a maximum of 15% of the Contract Price payable in respect of the Month in which the complaint arose.

34.2 The parties agree that a deduction made pursuant to clause 34.1(b) represents a genuine, reasonable and proportionate pre-estimate of the loss likely to be suffered by the Customer.

34.3 Where the Customer withholds a sum pursuant to clause 34.1(a) then that sum shall be paid to the Supplier when, in the reasonable opinion of the Customer, the matters complained of have been rectified and there has been no repeat of those matters for 3 Month(s).

34.4 If the Customer is of the reasonable opinion that there has been a Default in respect of the Contract by the Supplier, then the Customer may, without prejudice to its rights under the terms of this Contract, do any of the following:

(a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Customer that the

Supplier will once more be able to supply all or such part of the Services in accordance with the Contract;

- (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or
- (c) charge the Supplier for and the Supplier shall pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

34.5 If the Supplier fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Customer shall instruct the Supplier to remedy the failure and the Supplier shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within ten Working Days of the Customer's instructions or such other period of time as the Customer may direct.

34.6 If the Supplier:

- (a) fails to comply with clause 34.5 and the failure is materially adverse to the interests of the Customer or prevents the Customer from discharging a statutory function; or
- (b) persistently fails to comply with clause 34.5,

the Customer may terminate the Contract with immediate effect by giving the Supplier notice in writing.

35. Rights and remedies

The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

36. Transfer and sub-contracting

36.1 Subject to clause 36.2 neither party shall be entitled to assign, novate, transfer, mortgage, charge or otherwise deal in any other manner with or dispose of any or all of its rights and obligations under this Contract without the prior written consent of the other party, neither may the Supplier subcontract the whole or any part of its obligations under this Contract.

36.2 The Customer shall be entitled to novate the Contract to any other body which substantially performs any of the functions that previously had been performed by the Customer.

37. Waiver

37.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

37.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

38. Variation

38.1 Subject to the provisions of this clause 38, the Customer may request a variation in accordance with Part 1 of Schedule 1 of the Framework Agreement, to the Services ordered provided that such variation does not amount to a material change to the Order or is not in contravention of any Law. Such a change is hereinafter called a "Variation".

38.2 The Customer may request a Variation by completing and sending an email with the details set out in Annex A referred to as a "Variation Email" in this Contract, to the Supplier, giving sufficient information for the Supplier to assess the extent of the Variation and any additional cost that may be incurred. The Supplier shall respond to a request for a Variation as soon as possible having regard to the nature of the Services.

38.3 If the Supplier is unable to provide the Variation to the Services or where the Parties are unable to agree a change to the Contract Price, the Customer may:

- (a) agree that the Parties continue to perform their obligations under the Contract without the Variation; or
- (b) terminate the Contract with immediate effect.

38.4 If the Parties agree the Variation and any variation in the Contract Price, the Supplier shall carry out such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in the Contract.

38.5 The Parties acknowledge and agree that upon the Variation Email being sent, the Supplier shall confirm acceptance which shall act as a signature. Upon the Authority accepting the receipt of the varied Services, this shall act as a countersignature and shall be deemed acceptance of a Variation.

- 38.6 The Parties acknowledge and agree that upon the fulfilment of the requirements in clause 38.5, the relevant Contract shall be formally varied.
- 38.7 The Parties further acknowledge and agree that representatives of both Parties who send the relevant emails pursuant to clause 38.5, shall be deemed to have the relevant authority on behalf of the respective Party to vary the relevant Contract.
- 38.8 The date upon which the variation shall take legal effect shall be the date upon which the Authority accepts the receipt of the varied Services pursuant to clause 38.5 of this Framework Agreement.
- 38.9 The Parties further acknowledge and agreed that the words and expressions in the Variation shall have the meanings given to them in the Contract, and the Contract, including any previous Variations, shall remain effective and unaltered except as amended by the latest Variation.

39. The Contracts (Rights of Third Parties) Act 1999

- 39.1 Except as expressly provided elsewhere in this Contract, this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- 39.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.

40. Severance

- 40.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, the relevant provision or part-provision shall be deemed deleted. Any deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.
- 40.2 If any provision or part-provision of this Contract is deemed deleted under clause 40.1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

Liabilities

41. Liability, indemnity and insurance

- 41.1 Nothing in this Contract shall be construed to limit or exclude either Party's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any claim under clause 19.7;
- (d) any claim under clause 43; or
- (e) any claim under the indemnity in clause 29.2;
- (f) any claim under the indemnity in clause 26.4(i).

41.2 Subject to clause 41.3 and clause 41.4, the Supplier shall indemnify and keep indemnified the Customer in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported supply, of the Services or the performance or non-performance by the Supplier of its obligations under the Contract, including in respect of any death or personal injury, fraud or fraudulent misrepresentation, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier. The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Contract.

- (a) Subject always to clause 41.1 and clause 41.4, the liability of either Party for Defaults shall be subject to the annual aggregate liability under the Contract of either Party for all Defaults shall in no event exceed the greater of £10,000,000 (**Ten Million Pounds**) of the Contract Price payable by the Customer to the Supplier in the Contract Year in which the liability arises.

41.3 Subject to clause 41.1, in no event shall either Party be liable to the other for any:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of revenue; or
- (e) any indirect or consequential loss or damage.

41.4 The Customer may, among other things, recover as a direct loss:

- (a) any additional operational and/or administrative expenses arising from the Supplier's Default;
- (b) any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Supplier's Default;

- (c) sums paid by the Customer to the Supplier pursuant to the Contract in respect of any Services not provided in accordance with the Contract;
- (d) the additional cost of any replacement services for the remainder of the Contract Period following termination of the Contract as a result of a Default by the Supplier;
- (e) additional costs of procuring and implementing replacements for, or alternatives to, Services not provided in accordance with the Contract. These include consultancy costs and additional costs of management time.

41.5 Nothing in the Contract shall impose any liability on the Customer in respect of any liability incurred by the Supplier to any other person, but this shall not be taken to exclude or limit any liability of the Customer to the Supplier that may arise by virtue of either a breach of the Contract or by negligence on the part of the Customer, or the Customer's employees, servants or agents.

42. Insurances

42.1 The Supplier shall at its own cost effect and maintain with reputable insurance companies insurance policies to cover its liabilities under this Contract providing as a minimum the following levels of cover:

- (a) public liability insurance with a limit of indemnity of not less than **£10,000,000** (Ten Million Pounds) per claim in relation to any one claim or series of claims;
- (b) employer's liability insurance with a limit of indemnity of not less than **£10,000,000** (Ten Million Pounds) per claim in relation to any one claim or series of claims;
- (c) professional indemnity insurance with a limit of indemnity of not less than **£2,000,000** (Two Million Pounds) in relation to any one claim or series of claims and shall ensure that all professional consultants involved in the provision of the Services hold and maintain appropriate cover;
- (d) vehicle and other insurances as may be required pursuant to Part 1 of Schedule 1 of the Framework Agreement (Specification).

(the **Required Insurances**). The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

- 42.2 The Supplier shall give the Customer, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 42.3 If, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 42.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.
- 42.5 The Supplier shall hold and maintain the Required Insurances for a minimum of six years following the expiry or earlier termination of the Contract.

43. Taxation, National Insurance and employment liability

The Parties acknowledge and agree that the Contract constitutes a contract for the provision of Services and not a contract of employment. The Supplier shall at all times indemnify the Customer and keep the Customer indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby the Customer is alleged or determined to have assumed or been imposed with the liability or responsibility for the Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to HM Revenue or Customs as an employer of the Staff whether during the Contract Period or arising from termination or expiry of the Contract.

44. Warranties and representations

- 44.1 The Supplier warrants and represents to the Customer that:
- (a) it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and perform its obligations under the Contract;
 - (b) the Contract is executed by a duly authorised representative of the Supplier;
 - (c) in entering the Contract the Supplier and the Staff have not committed any Prohibited Act;
 - (d) the Supplier and the Staff have not been nor are subject to any investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act;

- (e) the Supplier and the Staff have not been nor are listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts on the grounds of a Prohibited Act;
- (f) as at the Service Commencement Date, all information, statements and representations contained in the Tender and the PSQ Response for the Services are true, accurate and not misleading except as may have been specifically disclosed in writing to the Customer before execution of the Contract and it will promptly advise the Customer of any fact, matter or circumstance of which it may become aware during the Contract Period which would render any such information, statement or representation to be false or misleading;
- (g) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;
- (h) it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under the Contract;
- (i) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
- (j) it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (k) the Services shall be provided and carried out by appropriately experienced, qualified and trained Staff with all due skill, care and diligence.

44.2 The Supplier shall promptly notify the Customer if, at any time during the Contract Period, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 44.1 at the relevant time.

Default, disruption and termination

45. Termination on insolvency and change of control

45.1 Without affecting any other right or remedy available to it, the Customer may terminate this Contract with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 OR (being an individual) is deemed either unable to pay their debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 OR (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company, limited liability partnership or partnership) [other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier];
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership), or the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (e) the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over all or any of the assets of the Supplier or a receiver is appointed over all or any of the assets of the Supplier;
- (g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied

or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;

- (h) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 45.1(a) to clause 45.1(g) (inclusive); or
- (i) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

45.2 The Supplier shall notify the Customer immediately if the Supplier undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010 (**Change of Control**). The Customer may terminate the Contract by giving notice in writing to the Supplier with immediate effect within six Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Customer becomes aware of the Change of Control,

but shall not be permitted to terminate where an Approval was granted before the Change of Control.

46. Termination on Default

46.1 Part 1 of Schedule 1 of the Framework Agreement sets out Quality Standards which the Supplier must adhere to. Without affecting any other right or remedy available to it, the Customer may terminate the Contract by giving written notice to the Supplier with immediate effect if the Supplier commits the following breaches:

- (a) A total of three (3) minor non-conformances for a route arriving late in a contractual year;
- (b) A total of three (3) major non-conformances in a contractual year.

For the avoidance of doubt, any action pursuant to 46.1(b) shall be taken only after the process set out in paragraph 66d of Part 1 of Schedule of 1 of the Framework Agreement (Service Specification) has been completed.

46.2 Without affecting any other right or remedy available to it, the Customer may terminate the Contract by giving written notice to the Supplier with immediate effect if the Supplier commits a material breach and (if such breach is remediable) the Supplier fails to remedy that breach to the satisfaction of the Customer within 20 Working Days, or such other period as may be specified by the Customer, or in accordance with the relevant after issue of a written notice specifying the material breach and requesting it to be remedied.

- 46.3 For the purposes of clause 46.1, **material breach** means:
- (a) where the Supplier is unable to continue delivering Services in accordance with relevant Laws;
 - (b) where the Supplier has breached any of its obligations set out in clause 17 of this Contract;
 - (c) where the Supplier has breached any of its obligations under the Multi Agency Safeguarding Arrangements as set out in Schedule 12 of the Framework Agreement;
 - (d) a breach that has a serious effect on the benefit the terminating party would otherwise derive from this Contract during the Contract Period; or
 - (e) where the relevant Enhanced DBS checks have not been carried as per Part 1, Schedule 1 (Specification) of the Framework Agreement.
- 46.4 Without affecting any other right or remedy available to it, the Customer may terminate the Contract by giving written notice to the Supplier with immediate effect if:
- (a) the Supplier repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;
 - (b) the Supplier commits a material breach which is not, in the Customer's reasonable opinion, capable of remedy;
 - (c) any warranty given by the Supplier in clause 44 of this Contract is found to be untrue or misleading.
- 46.5 If the Customer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within 90 Working Days of the date of such written notice, the Supplier may terminate the Contract in writing with immediate effect, except that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under clause 20.

46A Termination to meet business and service user needs

The Authority may terminate a Contract due to business or service user needs as set out in paragraph 3.5 of Part 1 of Schedule 1 of the Framework Agreement (Specification) and shall provide 24 hours' notice where possible. The Supplier acknowledges and agrees that due to the nature of the Services, the Authority's right to terminate under this clause is reasonable.

46B Contracts – Rolling on an Annual Basis

The Supplier acknowledges and agrees that a Contract shall be on an annual rolling contract in accordance with and subject to the Open Framework Mechanism set out in Schedule 9 of the Framework Agreement. The Contract shall always roll on to 1 August in the next relevant year, unless the Authority informs the Supplier that the relevant Contract(s) in a given year are to terminate on 31 July in the current year providing notice where possible, with termination effective on 31 July in the current year, subject to any termination provisions set out in the Framework Agreement or this Contract, being utilised by the Authority.

47. Termination for convenience

Without affecting any other right or remedy available to it, the parties may terminate this Contract or terminate the provision of any part of this Contract at any time by giving one-week written notice to the other party.

48. Consequences of termination or expiry

48.1 Where the Customer terminates the Contract under clause 34.6, clause 45 and clause 46 and then makes other arrangements for the supply of Services, the Customer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period. The Customer shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under clause 34.6, clause 45, clause 46, no further payments shall be payable by the Customer to the Supplier until the Customer has established the final cost of making those other arrangements.

48.2 Not Used

48.3 Not Used.

48.4 Except as otherwise expressly provided in this Contract:

- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations of either Party accrued under the Contract before termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- (b) the provisions of clause 18, clause 19, clause 20, clause 21, clause 22, clause 24, clause 26, clause 27, clause 29, clause 30, clause 31, clause 41, clause 42, clause 43, clause 44, clause 48, clause 49, clause 50, clause 51 and clause 55 shall remain in full force and effect and survive

the termination or expiry of the Contract, together with any other provision which is either expressed to or by implication is intended to survive termination or expiry.

49. Disruption

- 49.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Customer, its employees or any other Supplier employed by the Customer.
- 49.2 The Supplier shall immediately inform the Customer of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- 49.3 In the event of industrial action by the Staff, the Supplier shall seek the Customer's Approval to its proposals for the continuance of the supply of the Services in accordance with its obligations under the Contract.
- 49.4 If the Supplier's proposals referred to in clause 49.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Customer may:
- (a) require the Supplier to provide alternative proposals; or
 - (b) undertake the Services itself or procure the supply of the Services and charge the Supplier for and the Supplier shall pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

Subject to clause 49.5, nothing in this clause shall release the Supplier from the proper performance of its obligations under the Contract.

- 49.5 If the Supplier is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business by direction of the Customer, an appropriate allowance by way of extension of time will be approved by the Customer. In addition, the Customer will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

50. Recovery on termination

- 50.1 On the termination of the Contract for any reason or the expiry of the Contract, the Supplier shall:
- (a) immediately return to the Customer all Confidential Information, Personal Data and all information and documents relating to the Customer's Intellectual Property Rights in its possession or in the possession or under the control of any permitted suppliers, which was obtained or produced in the course of providing the Services;
 - (b) assist and co-operate with the Customer to ensure an orderly transition of the provision of the Services to any Replacement Supplier and/or the completion of any work in progress; and
 - (c) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Customer or the Replacement Supplier to conduct due diligence.
- 50.2 If the Supplier fails to comply with clause 50.1(a), the Customer may recover possession thereof and the Supplier grants a licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its permitted suppliers where any such items may be held.
- 50.3 The Supplier shall provide all assistance under clause 50.1(b) and clause 50.1(c) free of charge.

51. Dispute resolution

- 51.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (Dispute) then the parties shall follow the procedure set out in this clause, unless KPI failure or a Minor Non-Conformance or Major Non-Conformance has occurred, in which case the escalation processes in Schedule 1 (Specification) of the Framework Agreement shall apply:
- (a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Service Manager of the Customer and [EMPLOYEE TITLE] of the Supplier shall attempt in good faith to resolve the Dispute;
 - (b) if the Service Manager of the Customer and the [EMPLOYEE TITLE] of the Supplier are for any reason unable to resolve the Dispute within 30 Working Days of service of the Dispute Notice, the Dispute shall be

referred to the Head of Service of the Customer and [SENIOR OFFICER TITLE] of the Supplier who shall attempt in good faith to resolve it;

- (c) if the Head of Service of the Customer and [SENIOR OFFICER TITLE] of the Supplier are for any reason unable to resolve the Dispute within 30 Working Days of it being referred to them, the parties agree to enter into mediation in good faith to settle the Dispute in accordance with [the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 10 Working Days of service of the Dispute Notice, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (ADR notice) to the other party to the Dispute, referring the dispute to mediation. A copy of the ADR notice should be sent to CEDR.
- (d) unless otherwise agreed between the Parties, the mediation will start not later than 30 Working Days after the date of the ADR notice.

51.2 The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings.

51.3 If for any reason the Dispute is not resolved within 60 Working Days of commencement of the mediation, the Dispute shall be referred to and finally resolved by the courts of England and Wales in accordance with clause 55.

52. Force majeure

Neither Party shall be in breach of this Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 3 Months, the party not affected may terminate this Contract by giving 30 days' written notice to the affected party.

53. Entire agreement

53.1 This Contract, the annexes and the documents annexed to it or otherwise referred to in it constitutes the entire agreement between the Parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

53.2 Each Party acknowledges that in entering into this Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

- 53.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 53.4 Nothing in this clause shall limit or exclude any liability for fraud.
- 53.5 In the event of and only to the extent of any conflict between the Order Email, the clauses of this Contract and any document referred to in those clauses, the conflict shall be resolved in accordance with the following order of precedence:
- (a) the clauses of the Contract;
 - (b) the Order Email except the Supplemental Tender to the Order Email;
 - (c) the terms of the Framework Agreement, the Schedules to the Framework Agreement and the appendices to the Order Form, except Schedule 1 Part 2 to the Framework Agreement and the Supplemental Tender to the Order Email;
 - (d) any other document referred to in the clauses of the Contract; and
 - (e) Schedule 1 Part 2 to the Framework Agreement and the Supplemental Tender to the Order Email.
- 53.6 This Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

54. Notices

- 54.1 Except as otherwise expressly provided within this Contract, a notice given to a party under or in connection with this Contract shall be in writing and sent to the party at the address or email address given in this Contract or as otherwise notified in writing to the other party.
- 54.2 This clause 54.2 sets out the delivery methods for sending a notice to a party under this Contract and, for each delivery method, the date and time when the notice is deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the address;
 - (b) if sent by pre-paid first class post or other next Working Day delivery service, at 9.00am on the second Working Day after posting; or
 - (c) if sent by email, at the time of transmission.
- 54.3 If deemed receipt under clause 54.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. Business hours

means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

54.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

54.5 For the purposes of clause 54.1, the address of each Party shall be:

(a) For the Authority:

Rahil Ansari

Address: Harrow Council Hub, Forward Drive, Harrow, HA3 8FL

For the attention of: Service Manager – Transport Hub

Email address: Rahil.Ansari@harrow.gov.uk

(b) For the Supplier:

[NAME OF SERVICE PROVIDER'S REPRESENTATIVE]

Address: [ADDRESS]

For the attention of: [POSITION OF CONTACT]

Email address: [E-MAIL ADDRESS]

54.6 Either Party may change its address for service by serving a notice in accordance with this clause.

55. Governing law and jurisdiction

55.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

55.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

ANNEX A Variation Email

The following shall be included in the Variation Email, which can be set out in more than one email:

- Detailed Route Schedule
- Passenger Transport Needs Assessment
- Key Information as set out below:

Framework Agreement Reference

Date

Serial No.

Route Number

Venue

Academic Days Per Year (Approx,)

Total No. of Walkers

Total No. of Wheelchairs

No. of Journeys per day

Daily Mileage

Vehicle Type

Escort Requirements (Yes/No)

Daily, weekly, termly

Harrow/Brent

Planner

Price per Day

Awarded to

ANNEX B Data processing

1. The Supplier shall comply with any further written instructions with respect to processing by the Authority.

2. Any such further instructions shall be incorporated into this Schedule.

3. Processing by the Supplier

3.1 Scope

Contact details and special needs details for children and adults being transported by the Authority.

3.2 Nature and Purpose of processing

3.3 The Supplier is required to pick up and transport members of the public (children from home to school and adults from home to day centres). To undertake this function, they will need to have records of contact details for the service user and next of kin / emergency contacts as well as holding data on medical conditions and special needs of the service user. This will be held electronically and on paper. The data will be shared between back office staff and driver / passenger assistants. The data is to be used only for the purpose of safely transporting service users.

3.4 Duration of processing

The Contract Period of this Contract.

3.5 Types of Personal Data

Name, address, date of birth, NI number, telephone number, images, biometric data, medical conditions, special needs, next of kin contact details.

3.6 Categories of Data Subject

Service users including children and adults.

3.7 Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data

All data to be held for the duration of the contract and 12 months after the end of the contract. After which time it is to be deleted, and deletion confirmed to the Authority.

Schedule 6 Contract management

1. Meetings

As set out in Part 1 of Schedule 1 (Specification).

2. Reports

3. As set out in Part 1 of Schedule 1 (Specification).

Schedule 7 Framework Agreement Variation Procedure

1. Introduction

- 1.1 3 details the scope of the variations permitted and the process to be followed where the Authority proposes a variation to the Framework Agreement.
- 1.2 The Authority may propose a variation to the Framework Agreement under 3 only where the variation does not amount to a material change in the Framework Agreement or the Services.

2. Procedure for proposing a variation

- 2.1 Except where paragraph 4 applies, the Authority may propose a variation using the procedure contained in this paragraph 2.
- 2.2 In order to propose a variation, the Authority shall serve each Framework Provider with written notice of the proposal to vary the Framework Agreement (**Notice of Variation**).
- 2.3 The Notice of Variation shall contain details of the proposed variation providing sufficient information to allow each Framework Provider to assess the variation.
- 2.4 On receipt of the Notice of Variation, each Framework Provider has 10 days to respond in writing with any objections to the variation.
- 2.5 Where the Authority does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, the Authority may then serve each Framework Provider with a written agreement detailing the variation to be signed and returned by each Framework Provider within 10 days of receipt.
- 2.6 On receipt of a signed agreement from each Framework Provider, the Authority shall notify all Framework Providers in writing of the commencement date of the variation.

3. Objections to a variation

In the event that the Authority receives one or more written objections to a variation, the Authority may:

- (a) withdraw the proposed variation; or
- (b) propose an amendment to the variation.

4. Variations that are not permitted

In addition to the provisions contained in paragraph 1.2, the Authority may not propose any variation that:

- (a) may prevent one or more of the Framework Providers from performing its obligations under the Framework Agreement; or
- (b) is in contravention of any Law.

Schedule 8 Data processing

1. The Supplier shall comply with any further written instructions with respect to processing by the Authority.

2. Any such further instructions shall be incorporated into this Schedule.

3. Processing by the Supplier

3.1 Scope

Contact details and special needs details for children and adults being transported by the Authority.

3.2 Nature and Purpose of processing

3.3 The Supplier is required to pick up and transport members of the public (children from home to school and adults from home to day centres). To undertake this function, they will need to have records of contact details for the service user and next of kin / emergency contacts as well as holding data on medical conditions and special needs of the service user. This will be held electronically and on paper. The data will be shared between back office staff and driver / passenger assistants. The data is to be used only for the purpose of safely transporting service users.

3.4 Duration of processing

The Term of this Framework Agreement.

3.5 Types of Personal Data

Name, address, date of birth, NI number, telephone number, images, biometric data, medical conditions, special needs, next of kin contact details.

3.6 Categories of Data Subject

Service users including children and adults.

3.7 Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data

All data to be held for the duration of the contract and 12 months after the end of the contract. After which time it is to be deleted, and deletion confirmed to the Authority.

Schedule 9 Open Framework Mechanism

- (1) In accordance with section 49(2) Procurement Act 2023, the next framework will be awarded at least once during the period of three (3) years beginning with the day of the award of the first framework in the scheme, and each period of five (5) years beginning with the day of the award of the second framework in the scheme, with the final framework to expire at the end of the period of eight (8) years beginning with the day on which the first framework under the scheme is awarded.
- (2) For the avoidance of doubt and in accordance with section 49(2) Procurement Act 2023, this Framework Agreement is part of the Scheme and will expire at the end of the Term which is the same time as the award of the second framework which shall have a term of 3 years and an extension option of 2 years (the “**Second Framework**”).
- (3) The scheme of frameworks will consist of two frameworks: this Framework Agreement and the Second Framework. The Second Framework shall be for a term of 3 years with an option to extend by 2 years at the discretion of the Authority, giving a total of 8 years for the whole scheme. When re-opening the Scheme in year 3, suppliers may be appointed based on their original submission and new suppliers may submit to join the Second Framework. Providers will be re-ranked for the Second Framework; referred to as (the “**Scheme**”).
- (4) For the avoidance of doubt, the Authority will issue new framework agreements to all suppliers who have been successful in being awarded the Second Framework, regardless of whether the suppliers were a party to a framework agreement with the Authority on the terms of this Framework Agreement.
- (5) In accordance with section 49(3) Procurement Act 2023, the parties agree that if the Framework Agreement as a part of the Scheme expires whilst a process for the award of a Contract in accordance with the Framework Agreement is ongoing, the Authority may continue the process and award the Contract as though the Framework Agreement has not expired.
- (6) Contracts under this first Framework Agreement shall be entered into on an annual rolling basis and subject to (8) below, shall expire a year after the

end of the Term of this Framework Agreement, regardless of when they have been entered into.

- (7) Subject to (9) below, any Contracts under the Second Framework shall expire one year from the commencement date of the Second Framework, regardless of when they have been entered into.
- (8) For the purposes of clarity, any Contracts entered into pursuant to (6) above and (9) below, shall always roll on to 1 August for the next relevant year, unless the Authority informs the Supplier that the relevant Contract(s) in a given year are to terminate on 31 July for the current year, providing notice where possible, with termination effective on 31 July in the current year, subject to any termination provisions set out in this Framework Agreement, and any subsequent Contracts, being utilised by the Authority.
- (9) Upon the natural expiry of the Contracts pursuant to (6) and (7) above, all Contracts, regardless of whether they have been awarded under this Framework Agreement or the Second Framework, shall expire and a re-tender exercise of new Contracts shall occur in accordance with the mini-competition provisions of the Second Framework and Contracts shall be awarded on the same rolling basis as described in (8) above. The new Contracts shall expire at the end of the Second Framework, subject to (10) below.
- (10) In the event the Second Framework is extended by 2 years, then new Contracts entered into pursuant to (9) above, shall continue to roll over, subject always to (8) above, unless, the Authority has chosen to terminate the relevant Contract(s), at the expiry of the initial term of the Second Framework.

Schedule 10 Framework Supplier Rankings

In accordance with clause 4.2, the ranked order of Suppliers is as follows:

Rank	Organisation Reference	Supplier Name
1 st	Organisation A	Wembley Hire Limited
2 nd	Organisation B	Grays Essex Limited
3 rd	Organisation C	London Travel Solution Limited
4 th	Organisation D	One2one Cars Services Ltd
5 th	Organisation E	Golden2dot Ltd
6 th	Organisation F	Mr. Mahamoud Elsayib t/a Amac Express Services
7 th	Organisation G	SIMPLAA UK Ltd
8 th	Organisation H	HATS Group Ltd
9 th	Organisation I	Islington Car Service Ltd
10 th	Organisation J	Fast Travel Solution Limited
11 th	Organisation K	Mango Rides Limited
12 th	Organisation L	Cheetah Ltd
13 th	Organisation M	Harrow Community Transport
14 th	Organisation N	Clover Car Services Limited



Schedule 12 Commercially Sensitive Information

Not Applicable