

Transport for London



Transport for London
Procurement & Commercial
5 Endeavour Square
London
E20 1JN

Dated 14 October 2025

LONDON UNDERGROUND LIMITED

and

UNITED SPRINGS LIMITED

CONTRACT
for the supply of GOODS

CONTRACT REFERENCE NUMBER: [REDACTED]

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THIS CONTRACT is dated on Date 14 October 2025

BETWEEN:

- (1) **London Underground Limited**, a company registered in England and Wales under number 01900907 and having its registered office at 5 Endeavour Square, London E20 1JN (the “**Company**” which expression shall include its successors and assigns); and
- (2) **United Springs Limited**, a company registered in England and Wales under number 04080381 and having its registered office at Mandale Park, Norman Road, Rochdale, Lancashire, OL11 4HP (the “**Supplier**”).

BACKGROUND

- (A) The Supplier carries on the business of *manufacturing and* the Goods.
- (B) The Company wishes to buy and the Supplier wishes to supply the Goods on the terms and conditions set out in the Contract.
- (C) This Contract may be utilised by the Company or any other member of the TfL Group. The Greater London Authority, any of the London boroughs, the Metropolitan Police Service, or any functional body (as defined in the GLA Act) may, if the Supplier so agrees, contract with the Supplier on the terms set out in this Contract.

THE PARTIES HEREBY AGREE as follows:

1 Definitions and Interpretation

- 1.1 In the Contract the following definitions shall have the following meanings:

“Additional Goods” means any goods which the Company requests the Supplier to provide in accordance with the terms of the Contract in addition to those set out in the Specification.

“Aggregated Annual Spend” means the total of all sums paid by the Company to the Supplier (exclusive of VAT) pursuant to the terms of the Contract annually calculated in accordance with Clause 8.

“Applicable Laws” means, depending on the context, all or any laws, statutes, proclamations, recommendations, codes of practice, by-laws, directives, Regulations, statutory instruments, rules, orders, rules of court, delegated or subordinate legislation, rules of common law or any European Union legislation (including any declarations of conformity) assimilated or modified by or under the EUWA, at any time or from time to time in force in the whole or any part of the United Kingdom and which are or may become applicable to the Contract, any agreement or document referred to in the Contract, or the Goods.

“Associated Person” shall have the meaning given to it by section 26 of the Procurement Act 2023.

“BAFO” means ‘best and final offer’.

“CCSL” means the Centre for Civil Society Limited, a registered company in England (company number: 07333734) whose registered office is Jacquard Point, 1 and 3 Tapestry Way, London, E1 2FJ or any relevant replacement organisation as notified to the Supplier by the Company from time to time.

“Cessation Plan” means a plan agreed between the parties or determined by the Company in accordance with Clause **Error! Reference source not found.** to give effect to a Set Aside Order or a Public Procurement Termination Event.

“Commencement Date” means the date specified as such in Schedule 1.

“Company’s Representative” means the person appointed by the Company and named as such in Schedule 1.

“Confidential Information” means any information given orally or in writing which is a trade or business secret or method; technical know how; personal data which relates to a living individual who can be identified from that information; information relating to any crime, breach of statutory duty or criminal investigations; information relating to the protection of prominent persons, national security, counter-terrorism or other information relating to the provision of police services for any national or international purpose; information relating to the Company’s obligations in accordance with sections 118 to 121 of the Railways Act 1993; confidential financial information including but not limited to taxation information and returns to shareholders; and any other information that a party would reasonably expect to be able to protect by virtue of business confidentiality provisions.

“Connected Person” shall have the meaning given to it in paragraph 45, Part 3, Schedule 6 of the Procurement Act 2023.

“Consequential Loss” means in relation to a breach of this Contract or other circumstances in which a party is entitled to recover any costs, expenses or liabilities suffered or incurred, loss of profit, loss of revenue, loss of contract, loss of goodwill and/or other financial loss resulting from such breach or circumstances and whether or not the party committing the breach knew, or ought to have known, that such loss would be likely to be suffered as a result of such breach or circumstances.

“Contract” means this contract made between the Company and the Supplier.

“Contractual Documentation” means all documentation and information agreed to be delivered by the Supplier in accordance with the Contract including without limitation records, reports, documents, papers, unpatented designs, drawings, data specifications, manufacturing or work processes, testing procedures, relevant computer data and all other technical business and similar information originated by or on behalf of the Supplier in accordance with the Contract.

“Contract Information” means (i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 8.1 which shall consist of the Supplier’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount.

“Contract Price” means the total price for the Goods stated in Schedule 1.

“Contract Reference Number” means the number shown on the front page of the Contract.

“Contract Variation Procedure” means the procedure set out in 0.

“Data Protection Legislation” means:

- (a) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;
- (b) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
- (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003.

“Debarment List” shall have the meaning given to it by section 57 of the Procurement Act 2023.

“Defect” means that the Goods or any part of them do not comply with the requirements of the Contract, or are not fit for their intended purpose, or are of unsatisfactory quality whether in consequence of faulty design, faulty materials, negligence, bad workmanship or in consequence of any other reason attributable to the Supplier or any Supplier Personnel. For the avoidance of doubt, this shall include damage which occurs during transit from the Supplier to the Company.

“Delivery Address” means the address at which the Supplier shall deliver the Goods to the Company and which is set out in Schedule 1 or such other destination as may be notified by the Company to the Supplier.

“Delivery Date” means the date upon which the Goods or any part of them are actually delivered by the Supplier to the Company.

“Delivery Note” has the meaning given to that term in Clause 9.6.

“Dispute” has the meaning given to that term in Clause 36.1.

“Documentation” means all documents, items of information, data, reports, drawings, specifications, plans, software, designs, inventions and/or other material produced or supplied by or on behalf of the Supplier in the performance of the Contract and whether in paper form or stored electronically.

“EDI Policy” means a written policy provided by the Supplier setting how it will promote equality, diversity and inclusion.

“Electronic Invoicing Platform” means the Company’s invoicing platform for the submission and receipt of electronic invoices.

“Electronic Procure-to-Pay (eP2P) Vendor Handbook” means the handbook setting out the system, format, file requirements and steps for registering to use and using the Electronic Invoicing Platform as updated from time to time, a copy of which can be downloaded from the following link – <https://tfl.gov.uk/corporate/publications-and-reports/procurement-information#on-this-page-5>.

“EUWA” means the European Union (Withdrawal) Act 2018 as amended by the REUL Act.

“Excepted Liabilities” means the liability of the Supplier for:

- (a) any Liquidated Damages payable;
- (b) any abatements for performance levied in accordance with this Contract;
- (c) Losses against which the Supplier is entitled to an indemnity under any policy of insurance (or would have been entitled but for any breach or failure to maintain such insurance);
- (d) Losses caused by fraudulent acts or acts of a criminal nature; and
- (e) Losses caused by the Supplier committing a Prohibited Act or Safety Breach.

“Excludable Supplier” shall have the meaning given to it by section 57 of the Procurement Act 2023.

“Excluded Supplier” shall have the meaning given to it by section 57 of the Procurement Act 2023.

“Excess Costs” has the meaning given to that term in Clause 16.7.

“Existing Contracts” means any and all contracts, whether current, expired or terminated, pursuant to which goods or services have been supplied or provided by the Supplier (in the capacity of contractor or subcontractor) to the Company or any member of the TfL Group.

“Expected Delivery Date” means the date set out in Schedule 1 upon which the Goods or any part of them are to be delivered by the Supplier to the Company.

“Force Majeure Event” means any of the following (or any circumstances arising as a consequence of any of the following) if and only to the extent that such event or circumstances is or are not caused by, and their effects are beyond the reasonable control of, a party affected by such an event or circumstances and which have an adverse

effect on the party affected by such an event or circumstances and such party's ability to perform its obligations under the Contract and is not an event or circumstances (i) whose effect the party affected by such an event is otherwise required to avoid or provide against (other than by way of insurance) under the Contract or (ii) which the party affected by such an event could reasonably have avoided or provided against:

- (a) war, invasions, acts of foreign enemies, hostilities (whether war be declared or undeclared), civil war, rebellion, revolutions, insurrection, military or usurped power, confiscation, or requisition by or under the order of any government or public or local authority;
- (b) civil unrest;
- (c) any act of terrorism or a specific threat of terrorism which results in the partial or total, temporary or long term closure of the Underground Network;
- (d) lightning, earthquake or subject to (f) below, extraordinary storm;
- (e) fire;
- (f) flooding, other than flooding caused by rising water table or by weather conditions (including extraordinary storm);
- (g) tunnel collapse;
- (h) compliance with the provision of sections 118 to 121 of the Railways Act 1993;
- (i) nuclear, chemical or biological contamination including ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (j) the discovery of fossils, antiquities or other material which in each case is required to be exhumed or unexploded bombs; and
- (k) strikes, lock outs or other industrial action being in each case industry-wide.

“Goods” means the goods stated in the Specification to be supplied by the Supplier and any Additional Goods which the Company has agreed to buy under Clause 6.

“Greater London” has the meaning ascribed to it in the GLA Act.

“Greater London Authority Act” or **“GLA Act”** means the Greater London Authority Act 1999 relating to the formation of the Greater London Authority.

"Infrastructure Manager" has the meaning ascribed to it in the Railways and Other Guided Transport Systems (Safety) Regulations 2006.

"Initial Period" means the number of years from the Commencement Date stated in Schedule 1.

"Intellectual Property Rights" means any intellectual property rights in any part of the world and includes but is not limited to all rights to, and interests in, any patents (including supplementary protection certificates), designs, utility models, trade-marks, service marks, trade and business names and get up, moral rights, domain names, copyright and neighbouring rights, databases, semi-conductors, know how, knowledge, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) whether registered or not in respect of any technology, technique, concept, idea, style, scheme, formula, system, logo, mark or other matter or thing, existing or conceived, used, developed or produced by any person, together with all applications and rights to apply for registration or protection of such rights, Confidential Information relating to those rights, material embodying those rights and in each case rights of a similar or corresponding character.

"Interest Rate" means the percentage above the base rate from time to time of the Bank of England as specified in Schedule 1.¹

"Key Personnel" means Supplier Personnel identified as such in Schedule 1 and any changes to the same that are made in accordance with Clause 23.²

"Liquidated Damages" means the sums identified and calculated in accordance with Schedule 1.

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

"Losses" means any expense, liability, loss, claims, fines, damages, costs (including reasonable legal and other professional fees and disbursements), penalties, settlements and judgments incurred by the Company, its employees or agents (which, for the avoidance of doubt, shall include a Replacement Employer).

"Mayor" means the person from time to time holding the office of Mayor of London as established by the GLA Act.

"Nominated Representatives" has the meaning given to that term in Clause 36.2.

"Notice to Proceed" has the meaning given to that term in Clause 16.8(b).

"Notified Sum" has the meaning given to that term in Clause 8.7.

"Operator" means a person with statutory duties to provide or secure the provision for Greater London of public passenger services by railway or a person who secures the provision of such services through appropriate contractual arrangements.

"Payment Application" has the meaning given to that term in Clause 8.1.

"PDF Invoice" means an invoice in PDF (portable document format) format.

"Period" means the Company's accounting periods as notified from time to time by the Company to the Supplier, each such Period being of between 25 and 32 days and one of 13 periods during the Company's Financial Year and **"Periods"** shall be construed accordingly.

"Personal Data" has the meaning given to it in the Data Protection Legislation.

"Prescribed Period" has the meaning given to that term in Clause 8.8.

"Processing" or **"processing"** has the meaning given to it in the Data Protection Legislation.

"Prohibited Act" means:

- (a) offering or agreeing to give to any servant, employee, officer or agent of the Company any gift or consideration of any kind as an inducement or reward:
 - (i) for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of the Contract or any other contract with the Company; or
 - (ii) for showing or not showing favour or disfavour to any person in relation to the Contract or any other contract with the Company; or
- (b) entering into the Contract or any other contract with the Company with which commission has been paid or has been agreed to be paid by the Supplier or on its behalf or to its knowledge unless, before the Contract is entered into, particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Company; or
- (c) committing an offence:
 - (i) under the Bribery Act 2010;
 - (ii) under the Criminal Finances Act 2017;
 - (iii) under legislation creating offences in respect of fraudulent acts; or
 - (iv) at common law in respect of fraudulent acts,

in relation to the Contract or any other contract with the Company; or

(d) defrauding or attempting to defraud the Company.

"Public Procurement Termination Event" means the Company considers that the Contract was awarded or modified in material breach of the Procurement Act 2023 for the purposes of section 78(2)(a) of the Procurement Act 2023.

"Quality and Safety Plan" means the Supplier's quality and safety plan set out in **Error! Reference source not found.** as amended from time to time.

"QUENSH" has the meaning given to it in **Error! Reference source not found.** and references to QUENSH shall be deemed to refer to any amendment to or replacement of all or part of QUENSH from time to time.

"Regulations" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

"Rejected Goods" has the meaning given to that term in Clause 13.2.

"Rejection Notice" has the meaning given to that term in Clause 13.2.

"Relevant Subcontractor" means a Subcontractor or subcontractor of any tier for the purposes of section 78(2)(c) of the Procurement Act 2023.

"Responsible Procurement Policy" means the policy document entitled the "GLA Group Responsible Procurement Policy" dated March 2021, and as may be amended.

"REUL Act" means the Retained EU Law (Revocation and Reform) Act 2023.

"Safety Breach" means a material breach of any obligation under the Contract caused by the gross incompetence of or wilful default by the Supplier (or anyone employed by or acting on behalf of the Supplier) or any of its agents which has materially affected the safe operation of the Underground Network or the safety of the Company's customers, staff or any other person.

"Set Aside Order" means an order setting aside the Contract, any part of the Contract or any modification of the Contract, in each case made by a court of competent jurisdiction in accordance with section 104 of the Procurement Act 2023.

"Specification" means the description of the Goods set out in Schedule 3 to be supplied by the Supplier in accordance with the Contract.

“Standards” means the Category 1 and 2 Standards and Draft Category 1 and 2 Standards and such European, British and International Standards and associated Codes of Practice required by the Company for the Supplier to supply the Goods in accordance with good industry practice. A full set of current Standards is available for the Supplier’s use on-line at the LUL Standards e-library or as notified to the Supplier.

“Subcontract” means a contract between the Supplier and a Subcontractor.

“Subcontractor” means a subcontractor to the Supplier, being the counterparty of a contract with the Supplier involved in the supply of goods, facilities or services necessary for or related to the provision of the Goods (or any part of them).

“Supplier Exclusion Ground” means:

- (i) the Supplier has, since the award of the Contract, become an Excluded Supplier or Excludable Supplier (including by reference to an Associated Person) for the purposes of section 78(2)(b) of the Procurement Act 2023); and/or
- (ii) a Relevant Subcontractor, is or becomes an Excluded Supplier or Excludable Supplier for the purposes of section 78(2)(c) of the Procurement Act 2023.

“Supplier Personnel” means all persons, including (without limitation) employees, workers, officers, suppliers, sub-contractors and agents of the Supplier, who or which are engaged in any of the performance of the Supplier’s obligations under the Contract and the supply of any of the Goods and including the Key Personnel.

“Supplier’s Representative” means the person appointed by the Supplier and named as such in Schedule 1.

“Term” means the period specified as such in Schedule 1 to this Contract.

“TfL” or **“Transport for London”** means Transport for London, a statutory body set up by the Greater London Authority Act.

“TfL Group” means Transport for London and all of its subsidiaries and their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time, and includes subsidiaries of any tier, and reference to any **“member of the TfL Group”** refers to TfL or any such subsidiary.

“Transparency Commitment” means TfL’s commitment (applying to TfL, the Company and the rest of the TfL Group) to publish contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and TfL’s own published transparency commitments.

"Underground Network" means the stations and depots (wherever situate), assets, systems, track, and other buildings which are used in the maintenance and provision of the underground service known as "London Underground".

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and legislation (whether delegated or otherwise) supplemental thereto and any tax replacing, or adding to, the same or of a similar nature.

"Variation Order" means the written authorisation from the Company to a Variation Proposal in accordance with the Contract Variation Procedure.

"Variation Proposal" means the written proposal put by the Company or the Supplier to vary the Contract in accordance with the Contract Variation Procedure in substantially the form set out in Appendix 1 to 0.

"Volume Discount" is the figure calculated annually in accordance with Clause 8.16.

"Volume Discount Percentage" is the volume discount percentage set out in Schedule 1 to the Contract.

"Warranty Period" the period specified as such in Schedule 1.

"Working Day" means any day of the week (other than Saturday or Sunday) which is not an English bank holiday, or public holiday.

- 1.2 The headings in the Contract are only for convenience and shall not affect its interpretation.
- 1.3 Where appropriate, the singular includes the plural and vice versa.
- 1.4 A reference to a Clause or a Schedule shall be to a Clause of or, as the case may be, a Schedule to, the Contract and references to the Contract include its recitals and Schedules.
- 1.5 References to (or to any specified provision of) the Contract or any other document shall be construed as references to the Contract, that provision or that document as in force for the time being and as from time to time amended in accordance with the terms of the Contract.
- 1.6 Reference to any Applicable Laws and Standards also includes a reference to the Applicable Laws and Standards as from time to time amended, extended or re-enacted and references to Applicable Laws includes all subordinate legislation made under them, in each case from time to time.
- 1.7 References to the **"Company"** shall include its successors, transferees and assignees.
- 1.8 References to a person, firm or company shall include any individual company, unincorporated association or body (including a partnership or joint venture) or other entity whether or not having a separate legal personality.

1.9 In the event that a conflict, ambiguity or inconsistency exists between the documents comprising the Contract, the order of priority for the purpose of construction in descending order shall be:

- (a) the Clauses of the Contract;
- (b) the Schedules to the Contract (equal priority but subject to Clause 1.10); and
- (c) any other document referred to in, or incorporated by reference into, the Contract.

1.10 The documents that make up the Schedules shall be taken as being mutually explanatory of one another. In the event of any conflict between any provision of the Clauses of the Contract and a provision of any other Schedule then the Clauses of the Contract shall take precedence except where the conflicting part of the other Schedule is explicitly expressed to take precedence over any specific part of the Clauses of the Contract.

2 Duration and Option to Extend

2.1 The Contract shall commence on the Commencement Date and shall be performed by the Supplier in accordance with the terms of the Contract (save in the event of earlier termination) and shall continue for the Term.

2.2 *The Company shall at its own discretion be entitled at any time prior to the expiry of the Term to inform the Supplier of its intention to extend the Term of the Contract by a period of up to zero additional months. The provisions of the Contract shall continue to apply mutatis mutandis to any such extension of the Term (other than this Clause 2.2 containing the option to extend). On receipt of such notice from the Company by the Supplier the Contract shall be deemed extended accordingly.*

3 Supplier's Primary Obligations

3.1 The Supplier shall supply the Goods in accordance with the terms of the Contract.

3.2 The Supplier shall ensure and warrants to the Company that the Goods will:

- (a) conform in all respects with the Specification and the provisions of the Contract including, without limitation, specifications as to quantity, quality and description;
- (b) be of satisfactory quality and fit for the purpose for which they are intended;
- (c) comply with all Applicable Laws (including but not limited to any law and regulations applicable to the Company or the Underground Network);
- (d) comply with all Standards and any additional standards listed in Schedule 1 or in the Specification;

- (e) comply with the requirements of the Company set out in the Contract and all lawful and reasonable directions of the Company;
- (f) have a rate of deterioration no more than is reasonably to be expected of high quality, reliable, well designed and engineered, materials, goods and equipment.

- 3.2A *The Supplier shall be fully responsible for the management of obsolescence in the Goods and Additional Goods throughout the Term in accordance with the requirements set out in the Specification.*
- 3.3 The Supplier warrants to the Company that it has entered into and executed the Contract by its duly authorised representatives in accordance with all procedures required by its governing laws and contractual documents.
- 3.4 The Supplier warrants to the Company that, as at the date of this Contract, none of the Supplier, the Supplier's Associated Persons or any Relevant Subcontractor is an Excluded Supplier or Excludable Supplier (including in each case by reference to their Connected Persons).
- 3.5 The Supplier shall perform its obligations under the Contract in accordance with the requirements of the ISO 9000 and ISO 14000 series as appropriate to the supply of Goods *and the Quality and Safety Plan*, or any equivalent international quality assurance standards as may be accepted as an alternative in the absolute discretion of the Company.
- 3.6 It shall be the responsibility of the Supplier to obtain, at its cost, all necessary approvals, licences, permits and consents in relation to the Goods and their delivery, including, but not limited to, those required by any Applicable Laws and Standards.
- 3.7 Unless otherwise stated in the Contract, the Supplier shall provide all equipment, support services and other facilities necessary for the performance of its obligations under the Contract.
- 3.8 For the avoidance of doubt, neither a communication from the Company nor the review or acceptance of the Goods waives, limits or amends in any way any warranties, liabilities or responsibilities of the Supplier under this Contract.
- 3.9 The Supplier shall be responsible for the accuracy of all Contractual Documentation and shall pay the Company any extra costs occasioned by any discrepancies, errors or omissions therein. The Supplier shall at its own expense carry out any alterations or remedial work necessitated by such errors, omissions or discrepancies and modify the relevant documents or information accordingly.
- 3.10 The Supplier warrants to the Company that it has the right to grant to the Company and any member of the TfL Group all licences (including without limitation all rights to sub-license) of all and any Intellectual Property Rights as contemplated in this Contract.
- 3.11 *Not Used.*

3.12 *Design*

The Supplier shall carry out its design in accordance with the Specification and the Contract terms. The Supplier shall submit the particulars of its design which the Specification requires to the Company's Representative for acceptance. The Supplier shall not proceed with the supply of Goods until the Company's Representative has accepted its design. Reasons for not accepting the Supplier's design shall include (without limitation):

- a) it does not comply with the Specification, or any other part of the Contract;*
- b) it does not comply with Applicable Laws and Standards;*
- c) it is not integrated and coordinated with the designs of others where the Supplier is required by the Specification or instructions of the Company's Representative to do so or such integration is necessary for the Supplier to provide the Goods; or*
- d) it is not in a format which is accepted for use by the Company's Representative.*

The Supplier shall not be entitled to any changes to the Contract Price or Expected Delivery Date of the Goods by reason of anything in this Clause 3.12.

3.13 *The Supplier may submit its design for acceptance in parts if the design of each part can be assessed fully.*

3.14 *The Supplier integrates and coordinates his design with the designs of others in accordance with the Specification and instructions of the Company's Representative, and where necessary to provide the Goods.*

3.15 *The Supplier in designing and specifying the parts of the Goods which it is required to design and specify, warrants, undertakes and represents to the Company that the design:*

- a) is in accordance with the Specification and any other performance or output specification or requirements contained or referred to in the Contract;*
- b) complies with all Applicable Laws and Standards, and*
- c) is fit for the purpose defined in the Specification.*

3.16 *The Supplier accepts entire responsibility for the design and specification of the Goods which it is required to design and specify and for any mistake, inaccuracy, ambiguity, inconsistency or omission in or between its design and specification of the Goods and the documents which are part of the Contract.*

4 Records, Audit and Notification

4.1 The Supplier shall, and shall procure that its subcontractors shall, maintain a true and correct set of records including personnel records relating to all aspects of their performance of the Contract and all transactions related to the Contract. For the avoidance of doubt, such records shall include but are not limited to:

- (a) all necessary information for the evaluation of claims or variations;
- (b) management accounts, information from management information systems and any other management records;
- (c) accounting records (in hard copy as well as computer readable data);
- (d) subcontract files (including proposals of successful and unsuccessful bidders, bids, rebids etc);
- (e) original estimates;
- (f) estimating worksheets;
- (g) correspondence;
- (h) variation and claims files (including documentation covering negotiated settlements);
- (i) general ledger entries detailing cash and trade discounts and rebates;
- (j) commitments (agreements and leases) greater than £5,000;
- (k) detailed inspection records; and
- (l) such materials prepared in relation to the invitation to tender and subsequent tendering process relating to cost breakdowns, reconciliations against BAFO pricing and project plans, in each case which have not already been provided to the Company.

4.2 The Supplier agrees, and shall procure that its subcontractors agree, to retain all such records in such a manner as the Company may reasonably instruct for a period of not less than twelve (12) years after completion of performance under the Contract. In the absence of specific instructions as to the method of storage, the Supplier shall retain its records in an orderly and logical fashion.

4.3 The Company and its authorised representatives and any party legally authorised to inspect any part of the Underground Network shall have the right to inspect and audit any of the records referred to in Clause 4.1 at any time during the period referred to in Clause 4.2.

4.4 The Supplier shall promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:

- (a) granting or procuring the grant of access to any premises used in performance of the Contract, whether the Supplier's own premises or otherwise;

- (b) granting or procuring the grant of access to any equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under the Contract, wherever situated and whether the Supplier's own equipment or otherwise;
- (c) making any contracts and other documents and records required to be maintained under the Contract available for inspection;
- (d) providing a reasonable number of copies of any contracts and other documents or records reasonably required by the Company's auditor and/or granting copying facilities to the Company's auditor for the purposes of making such copies;
- (e) complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of the Contract; and
- (f) providing the Company with such assistance as the Company may require to discharge its obligations under section 60(4) of the Procurement Act 2023

4.5 The Supplier shall maintain an effective and economical programme for monitoring and maintaining product quality, planned and developed in conjunction with any other functions of the Supplier necessary to satisfy the Contract requirements.

4.6 The Supplier shall permit the Company's authorised representatives, access and facilities (as required and when notified) for the purpose of systems and product quality audits including but not limited to access to documentation showing results of testing and inspection, certificates of conformance and safety-related documents. The Supplier shall provide the Company with a copy of any or all of the records listed in Clause 4.1, free of charge within thirty (30) days of the Company's request for the same.

4.7 The Supplier shall, and shall ensure that any subcontractor or sub-supplier shall ensure that appropriate security systems are in place to prevent unauthorised access to, extraction of, or alteration to data, during any audit undertaken pursuant to the Contract.

4.8 The Supplier shall promptly notify the Company in writing:

- (a) if any of the Supplier, the Supplier's Associated Persons or any Relevant Subcontractor is or is placed on the Debarment List;
- (b) if any of the Supplier, the Supplier's Associated Persons or any Relevant Subcontractor is or becomes an Excluded Supplier or Excludable Supplier (including in each case by reference to their Connected Persons);

and shall provide any further information that the Company may reasonably require in this regard.

- 4.9 Without prejudice to Clause 42 (Change of Control), the Supplier shall notify the Company in writing as soon as reasonably practicable and in any event within 10 Working Days of any changes (excluding the date of the change itself) to the Supplier's Connected Persons together with information regarding any new Connected Persons.

5 **Company's Obligations**

- 5.1 The Company shall pay the Supplier the Contract Price for the Goods in accordance with the terms of the Contract.
- 5.2 Payment of the Contract Price shall not affect any claims or rights which the Company may have against the Supplier and shall not be an admission by the Company that the Supplier has performed its obligations under the Contract properly.
- 5.3 The Contract is not an exclusive arrangement and nothing in the Contract operates to prevent the Company from engaging any other organisation or person to supply goods similar to or the same as the Goods.

6 **Additional Goods**

The Company may, at any time during the Term of the Contract, request the Supplier to provide a quotation for the supply of Additional Goods in accordance with the Contract Variation Procedure and Schedule 2 (Prices). If a Variation Order is made in respect of such Additional Goods, Schedule 1 shall be amended to include such Additional Goods, the Expected Delivery Date and the Contract Price.

7 **Variation**

- 7.1 Unless the parties agree otherwise in writing, any variation to the Contract shall be made under the Contract Variation Procedure.
- 7.2 The Supplier shall not proceed to implement any variation unless there has been a Variation Order.

8 **Price and Payment**

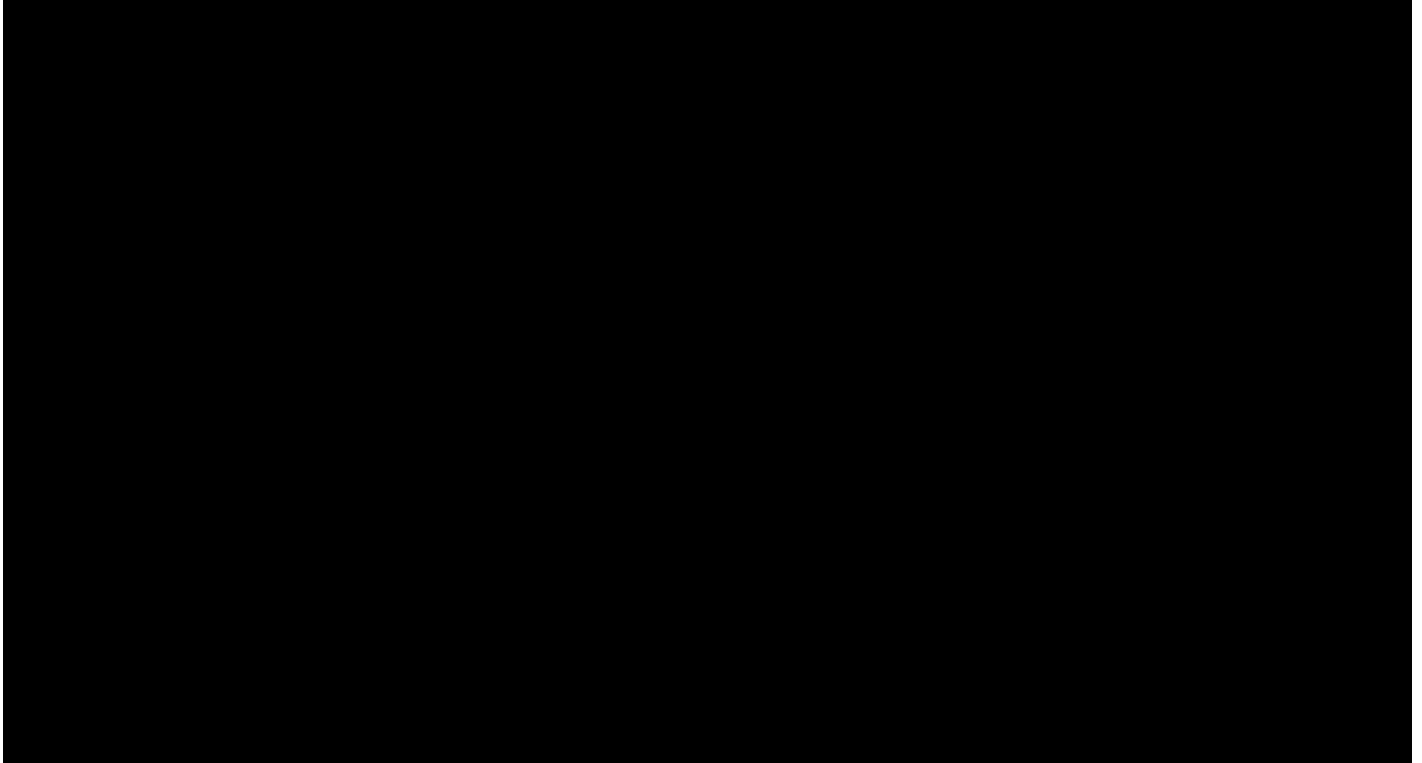
- 8.1 The Supplier shall submit an application for payment to the Company's Representative according to the rates and prices set out in Schedule 2 for the relevant portion of the Contract Price (a "**Payment Application**") in respect of the Goods after the Delivery Date of such Goods. If (as the case may be) the Goods are to be delivered in instalments, the Supplier shall submit a Payment Application for the relevant portion of the Contract Price to the Company's Representative after the Delivery Date of each instalment.
- 8.2 Each Payment Application shall specify the sum that the Supplier considers will become due on the payment due date and the basis upon which that sum is calculated. The Supplier shall submit any supporting documents that are reasonably necessary to enable the Company's Representative to assess and verify the Payment Application.

8.3 *Not used.*

8.4 Not used

8.5 Not used

8.6

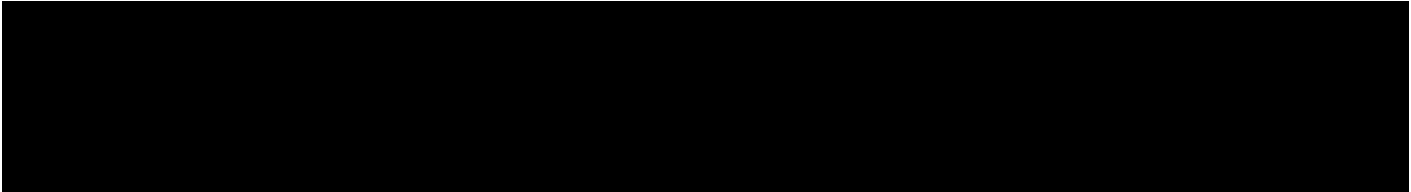


8.7 Not Used.

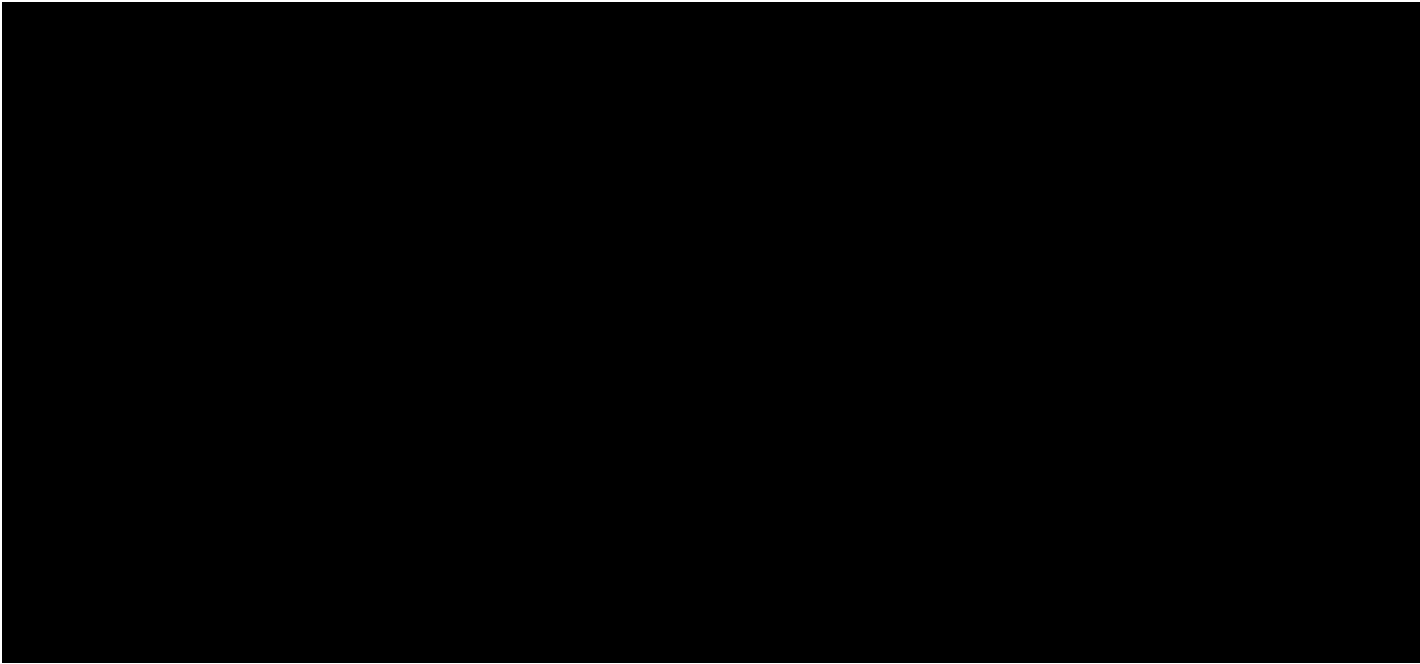
8.8 If the Company intends to pay less than the Notified Sum the Company or the Company's Representative (as the case may be) should notify the Supplier in writing without undue delay (and not later than one (1) day prior (the "**Prescribed Period**")) to the Final Date for Payment of:

- (a) the amount (if any) that it considers to be due on the date the notice is served and the basis upon which that sum is calculated; or
- (b) if there is more than one basis, each basis and the amount attributable to it.

It is immaterial for the purposes of this Clause 8.8 that the amounts referred to in Clause 8.8(a) or Clause 8.8(b) may be zero. Where a notice is given under this Clause 8.8, the Company's obligation to pay the Notified Sum under Clause 8.7 applies only in respect of the sum specified pursuant to this Clause 8.8.

- 8.9 *Notwithstanding Clauses 8.7 and 8.8, if the Supplier is subject to an event set out in Clause 16.1(d) or other like event after the Prescribed Period, the Company shall not be required to pay the Supplier the Notified Sum on or before the Final Date for Payment.*
- 8.10 The Contract Price shall be fixed and inclusive of all expenses and disbursements including, but not limited to, the costs incurred in delivering the Goods to the Delivery Address. The Contract Price for the Goods shall only be changed in accordance with the Contract Variation Procedure.
- 8.11 The Contract Price shall not include VAT and, to the extent that such VAT is properly chargeable, it shall be charged at the rate in force on the date of the Payment Application and will be shown as a separate item on all Payment Applications.
- 8.12 In addition to any other rights of the Company whether at law or equity under this Contract, whenever under or arising out of this Contract or any other contract between the Company and the Supplier
- (a) any sum of money is recoverable from or payable by the Supplier; or
- (b) any Losses are reasonably and properly owed to, or incurred by, the Company, or any member of the TfL Group
- then the same may be set-off against and/or deducted and/or withheld from any sum then due or which at any time thereafter may become due to the Supplier under this Contract.
- 8.13 All Payment Applications shall clearly show the Contract Reference Number and any associated Variation Order. Supporting documentary information shall be submitted to the Company's Representative for all Payment Applications submitted by the Supplier. The Company's Representative shall from time to time agree with the Supplier the detailed information required in relation to all such Payment Applications and the Supplier shall provide such information as is reasonably required.
- 8.14 All sums payable to the Company by the Supplier under the Contract shall be paid in full, free of any present or future taxes, levies, duties, charges, fees or withholdings and without any deduction, restriction, conditions, withholding, set-off or counterclaim whatsoever; and if the Supplier is compelled by law to make any deduction or withholding, the Supplier shall gross up the payment so that the net sum received by the Company will be equal to the full amount which the Company would have received had no such deduction or withholding been made.
- 8.15 The Company shall be entitled to the Supplier's standard discount for prompt payment.
- 8.16 

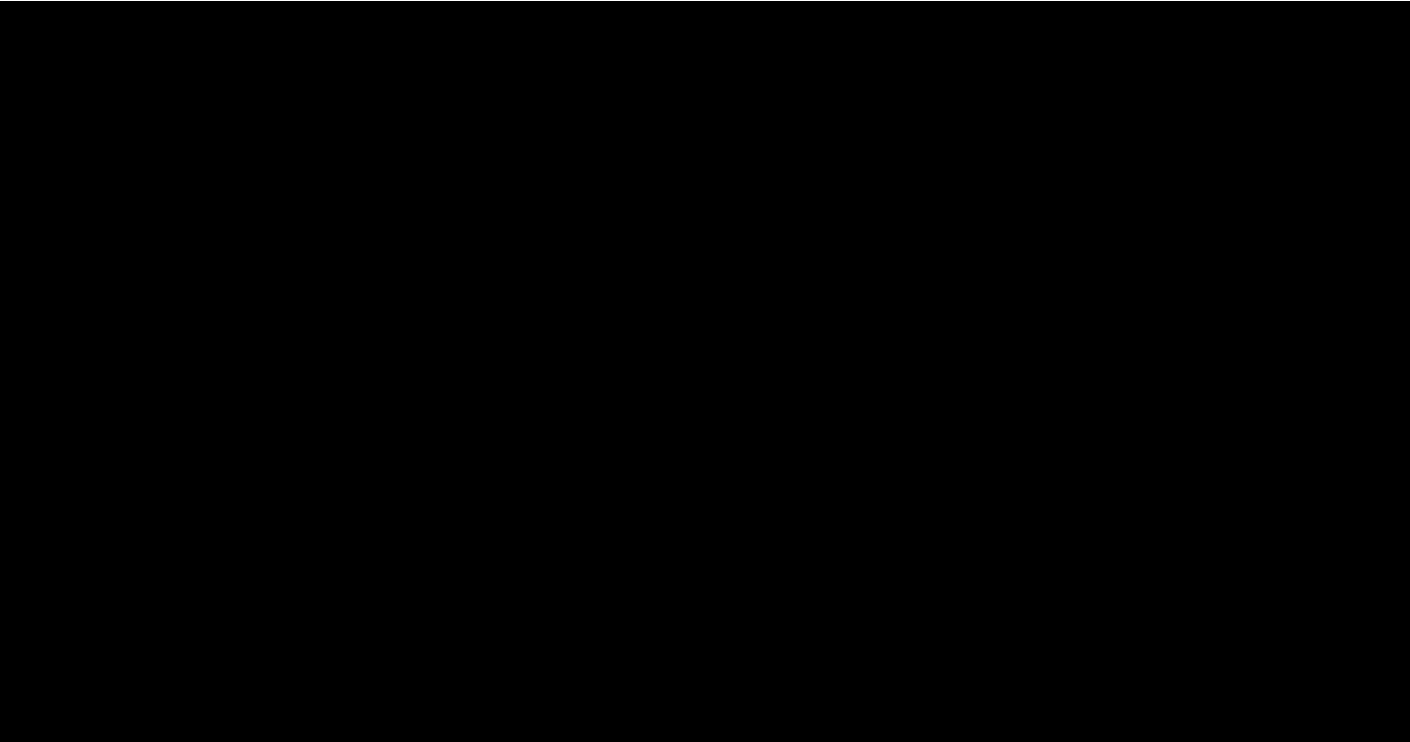
8.17



8.18 No payment made by the Company will indicate or be taken to indicate the Company's acceptance or approval of any part of the Goods delivered or of any act or omission of the Supplier or will absolve the Supplier from any obligation or liability imposed upon the Supplier by any provision of the Contract or otherwise.

9 Delivery of Goods

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- 9.5 The Goods shall be properly packed and secured in such a manner as to reach the Delivery Address in good condition and otherwise in a condition which fully complies with the requirements of the Contract.
- 9.6 The Supplier shall provide a detailed delivery note stating the Contract Reference Number and giving full particulars of the Goods to be supplied (the “**Delivery Note**”). A copy of the Delivery Note shall be delivered with the Goods and be sent by facsimile to the Company on the Delivery Date in accordance with Clause 35.
- 9.7 If for any reason the Company is unable to accept delivery of the Goods on or after the Expected Delivery Date, the Supplier shall store the Goods, safeguard them and take all reasonable steps to prevent their deterioration until the Delivery Date, and the Company shall be liable to the Supplier for the reasonable cost (including insurance) of its so doing.
- 9.8 In the event that all or any of the obligations of the Supplier under the Contract to pay Liquidated Damages are held to be unenforceable, the Supplier agrees to pay the Company damages in respect of all actual Losses suffered by the Company due to the circumstances in respect of which Liquidated Damages would have been payable if the relevant obligation had been enforceable including, without limitation, loss of profit, loss of use, loss of revenues, loss of production and loss of savings. The damages payable by the Supplier in accordance with this Clause 9 shall not exceed the amounts which would have been payable if the relevant obligation(s) to pay Liquidated Damages had been enforceable save where such obligation(s) are held to be unenforceable as a result of any argument or proceedings raised or brought by the Supplier that such obligation(s) are unenforceable, in which case the amount of such damages shall be unlimited.
- 9.9 The Supplier will not, and will ensure that neither its subcontractors, suppliers nor any other person will have, a lien, charge or encumbrance on or over any of the Goods which are vested in the Company under Clause 12.2 for any sum due to the Supplier or its subcontractors, suppliers or other persons and the Supplier shall take all reasonable steps as may be necessary to ensure that the title of the Company and the exclusion of any such lien charge or encumbrance are brought to the notice of subcontractors and other persons dealing with any such Goods.
- 9.10 The Company shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Company elects not to accept such over-delivered Goods it shall be entitled to give notice in writing to the Supplier to remove them. Within 7 days of receipt by the Supplier of such notice the Supplier shall remove the excess and refund to the Company any expenses incurred by the Company as a result of such over-delivery (including but not limited to the costs of moving and storing them) failing which the Company shall be entitled to dispose of such Goods and to charge the Supplier for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Supplier until they are collected by or on behalf of the Supplier or disposed of or purchased by the Company, as appropriate.
- 9.11 Notwithstanding Clause 9.6 the Company may revise the Delivery Note by providing the Supplier with not less than one (1) day’s notice of the revised Expected Delivery Date (the “Revised Delivery Note”).

10 Failure to Supply

- 10.1 Without prejudice to any other right or remedy of the Company under this Contract or general law and its rights under Clause 16, if the Supplier fails to supply the Goods or any part to the Company's satisfaction the Company may give the Supplier at least seven (7) days' notice in writing (except in an emergency when no notice need be given) requiring the Supplier to remedy such failure. If the Supplier fails to comply with the requirements of the Company specified in such notice the Company shall be entitled to perform or procure the supply of the Goods or part thereof itself or from a third party. Without prejudice to any other right or remedy of the Company hereunder or under the general law, all expenditure properly incurred by the Company exercising its rights under this Clause 10.1 is recoverable by the Company from the Supplier and the Company shall be entitled to deduct such amounts from any amount due or to become due to the Supplier under the Contract.
- 10.2 For the purposes of Clause 10.1 the Supplier hereby grants to the Company and any third party the right to use any Intellectual Property Rights, Documentation, goods, materials and spares belonging to the Supplier or used by the Supplier in connection with the Contract as may be required by the Company to exercise its rights under Clause 10.1 and the Supplier shall provide all such co-operation and assistance as may be required by the Company to enable the Company to exercise its rights under Clause 10.1.

11 Supplier Performance

Not used

12 Risk and Ownership

- 12.1 Risk of damage to, or loss of, the Goods shall pass to the Company upon counter-signature by the Company of the Delivery Note. If the Company serves a Rejection Notice under Clause 13.2, risk of damage to and loss of the Goods shall pass to the Supplier on the earlier of the date that the Supplier removes the Goods from the Delivery Address (or such other address as the Company shall specify under Clause 13.3) or the date falling three (3) days after the receipt by the Supplier of the Rejection Notice.
- 12.2 The Supplier shall, without further act, pass title to the Goods, with full title guarantee to the Company, upon the Delivery Date.

13 Inspection of the Goods

- 13.1 Following delivery by the Supplier to the Company of the Goods the Company shall inspect the Goods.
- 13.2 If, following the inspection referred to in Clause 13.1, the Goods do not comply with the terms of the Contract, including but not limited to, conforming to the Specification and being fit for the purpose for which they are intended, without prejudice to any rights or remedies the Company may have against the Supplier, whether under the Contract or

otherwise, the Company may by notice in writing (the “**Rejection Notice**”) to the Supplier reject all or any part of the Goods (the “**Rejected Goods**”).

13.3 The Rejection Notice shall specify the reason for the rejection of the Rejected Goods. Within seven (7) days of receipt of the Rejection Notice, the Supplier shall remove such Rejected Goods at its risk and expense from the Delivery Address or such other address as the Company shall specify in the Rejection Notice and shall at the Company’s option:

- (a) replace such Rejected Goods with Goods which conform in all respects with the Contract within five (5) Working Days; or
- (b) if an application for payment has been submitted or payment made for the Rejected Goods, issue a credit note in respect of that application or refund the payment (as applicable); and
- (c) pay the Company’s Losses resulting from the Supplier’s delivery of Goods that were not in conformity with the terms of the Contract.

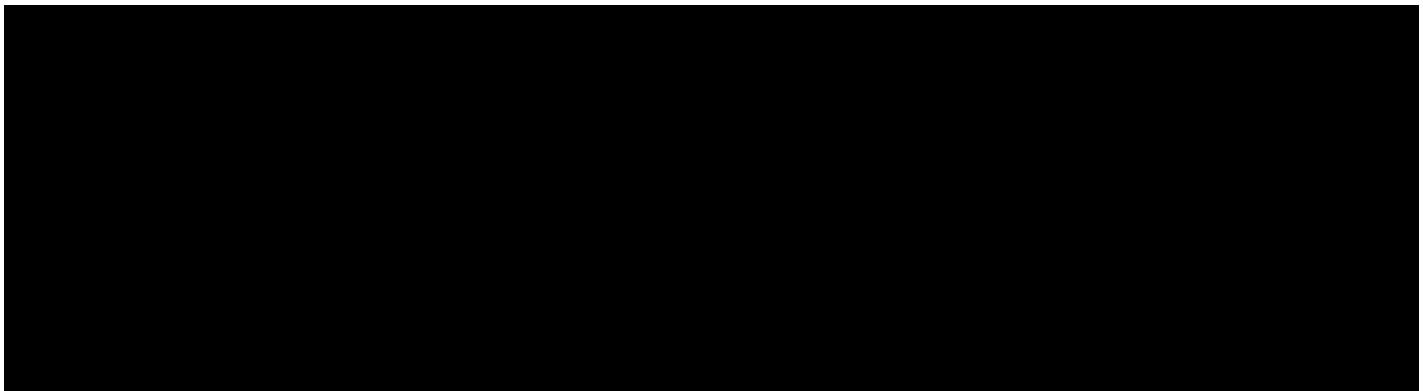
13.4 The Company's rights and remedies under this Clause 13 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into the Contract by the Sale of Goods Act 1979.

13.5 If the Supplier fails to promptly replace Rejected Goods in accordance with Clause 13.3(a), the Company may, without affecting its rights under Clause 13.3(c), obtain substitute goods from a third party supplier, or have the Rejected Goods repaired by a third party, and the Supplier shall promptly reimburse the Company for the costs it incurs in doing so.

13.6 The Goods shall conform in all respects with any sample approved by the Company and in the absence of a sample; all the Goods provided shall be within the normal limits of industrial quality.

14 **Warranty**

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14.4

15 Intellectual Property Rights

Existing Contracts

- 15.1 This Contract is entirely without prejudice to, and nothing in it is intended to, nor shall, in any way prejudice the rights of any member of the TfL Group in relation to intellectual property under or pursuant to Existing Contracts.

Vesting of Intellectual Property Rights created under this Contract

- 15.2 All Intellectual Property Rights created wholly or mainly in connection with the performance of, or in order to perform, the Contract shall vest in the Company. The Supplier shall procure that each of its subcontractors (of any tier) or other third party shall assign such Intellectual Property Rights to the Company.

Ownership of the Supplier's Intellectual Property Rights

- 15.3 Without prejudice to Clause 15.2, all Intellectual Property Rights owned by the Supplier or its subcontractors (of any tier) or other third party and which are not assigned to, or vested in, the Company pursuant to Clause 15.2 shall remain or be vested in the Supplier, its subcontractors (of any tier) or other third party (as the case may be).

Company's Licence to use the Supplier's Intellectual Property Rights

- 15.4 The Company shall have and the Supplier hereby grants and procures that its subcontractors (of any tier) or other third party grant, to the Company a worldwide, royalty-free, perpetual, irrevocable, non-exclusive licence (with the

right to sub-license such rights to any third party) to use and copy the Intellectual Property Rights referred to in Clause 15.3 for the purposes of:

- (a) understanding the Goods;
- (b) operating, maintaining, repairing, modifying, altering, enhancing, re-figuring, correcting, replacing, re-procuring and re-tendering the Goods;
- (c) extending, interfacing with, integrating with, connecting into and adjusting the Goods;
- (d) enabling the Company to carry out the operation, maintenance, repair, renewal and enhancement of the Underground Network;
- (e) executing and completing the provision of the Goods; and
- (f) enabling the Company to perform its function and duties as Infrastructure Manager and Operator of the Underground Network.

Provision of Supporting Documentation and Other Materials

15.5 The Supplier shall:

- 15.5.1 promptly, and in any event by no later than such date as the Company may notify to the Supplier, provide at no charge to the Company, copies of any materials and items (including, without limitation, Documentation) in the Supplier's or subcontractors (of any tier) or other third party's possession or control (or which ought reasonably to be in the Supplier's or subcontractors (of any tier) or other third party's possession or control) which are referred to or relied upon in using and copying, or required in any way for the use and copying of, the Intellectual Property Rights referred to in Clauses 15.2, 15.3 and 15.4 above; and
- 15.5.2 keep copies of such materials, items and Documentation in a secure place where they will not deteriorate and undertake regular (and in any event not less than every three months) integrity testing of the same and provide written evidence of such testing to the Company at regular intervals and in any event upon the Company's request.

Company's Rights of Retention

- 15.6 If the Supplier has not complied with its obligations under Clause 15.5.1, the Company shall be entitled to retain one quarter of the sums that would otherwise be due to the Supplier under this Contract until the Supplier has complied with its obligations under Clause 15.5.1.

Company's Rights to the Software

- 15.7 If the Supplier or any of its subcontractors providing software for incorporation into or operation of the Goods stops trading, is subject to an insolvency event equivalent to any of those events set out in Clause 16.1 (including their equivalent in any jurisdiction to which the Supplier or any of its subcontractors is subject), makes known its intention to withdraw support of that software or fails to support that software in accordance with the terms of this Contract then the Supplier, at no charge to the Company, shall use its best endeavours to transfer or procure the transfer to the Company of all Intellectual Property Rights in that software.

Company's Rights in relation to Other Procurement Activities

- 15.8 For the avoidance of doubt, the Company shall be entitled to use and copy the materials, items and Documentation referred to in Clause 15.5 above and anything in which the Intellectual Property Rights referred to in Clauses 15.2, 15.3 and 15.4 subsist for the purposes of inviting tenders or of procuring goods and/or services the same as or similar to the Goods for the carrying out of any activities in connection with the licence under Clause 15.4 subject always to the Company's requirements for tenderers to treat the same in the strictest confidence.

15.9 *Supplier's Indemnity against Third Party Intellectual Property Rights Infringement*

15.9.1 The Supplier shall indemnify and hold harmless the Company and any member of the TfL Group against any actions, claims, losses, demands, costs, charges or expenses that arise from or are incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights belonging to any subcontractor (of any tier) or other third party and against all costs and damages of any kind which the Company may incur in connection with any actual or threatened proceedings before any court or arbitrator or any other dispute resolution forum. If required by the Company the Supplier shall conduct negotiations with any subcontractor (of any tier) or other third party and/or a defence in relation to any action, claim or demand referred to herein on behalf of the Company.

15.9.2 In the event of a claim of infringement of any Intellectual Property Rights the Supplier shall use all reasonable endeavours to make such alterations or adjustment to the Goods as may be necessary to ensure that the use and provision of the Goods continues in spite of such claim.

Ownership of the Company's Intellectual Property Rights

- 15.10 Intellectual Property Rights in all documentation and in all other material and items supplied by the Company to the Supplier in connection with the Contract shall remain vested in the Company or the person owning such rights at the time the documentation, material or items were supplied. The Supplier shall, if so requested, at any time, execute such documents and perform such acts as may be required fully and effectively to assure to the Company the rights referred to in this Clause.

Company's Intellectual Property Rights

15.11 *The Supplier is not entitled to use in any manner whatsoever any Intellectual Property Rights belonging to the Company.*

16 Termination and Suspension

16.1 The Company may terminate the Contract immediately (or on such notice as the Company may determine) by notice in writing to the Supplier if:

- (a) the Supplier commits a breach of the Contract which in the case of a breach capable of remedy has not been remedied within five (5) Working Days, or such other period as may be agreed between the Supplier and the Company, of the Company serving notice on the Supplier requiring such remedy;
- (b) the Supplier or anyone employed by or acting on behalf of the Supplier (whether or not acting independently of the Supplier when committing any breach) commits a Safety Breach or Prohibited Act;
- (c) any limit on the Supplier's liability to pay Liquidated Damages is reached or exceeded; or
- (d) the Supplier enters into compulsory or voluntary liquidation (other than for the purpose of effecting a solvent reconstruction or amalgamation provided that if the company resulting from such reconstruction or amalgamation is a different legal entity it shall agree to be bound by and assume the obligations of the Supplier under the Contract) or is deemed unable to pay its debts as they fall due *in accordance with within the meaning of* section 123(1) of the Insolvency Act 1986, or a meeting of its shareholders or directors is convened to consider any resolution for (or petition or file documents with the courts for) its administration or an administrative receiver, monitor, manager, administrator, liquidator, trustee or other similar officer is appointed or notice is given to appoint the same *or any similar or analogous procedure or step is taken in any jurisdiction* or the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986 or
- (e) a breach of the Supplier's obligations under Clause 4.8 (notification of debarment etc), Clause 4.9 (Records, Audit and Notification), Clause 25 (London Living Wage), Clause 42 (Change of Control) or Clause 47.9 (Work Related Road Risk); or
- (f) if the circumstances under section 72(3) of the Procurement Act 2023 apply; or
- (g) the Company becomes entitled to terminate under Clause 16.4; or
- (h) the Supplier fails to comply in the provision of the Goods with legal obligations in the fields of environmental, social or labour law *or*,
- (i) *the Company becomes entitled to terminate in accordance with the escalation procedure set out in 0.*

- 16.2 Without prejudice to Clause 16.1, the Company shall have the right:
- (a) to terminate the Contract at any time by giving notice of not less than thirty (30) days to the Supplier in writing; or
 - (b) at any time to require the Supplier to suspend the provision of the Goods by giving notice in writing (a **"Suspension Notice"**) to the Supplier.
- 16.3 Without prejudice to the Company's right to terminate the Contract under Clauses 16.1 or 16.2 or at common law, the Company may terminate the Contract at any time following a Set Aside Order or a Public Procurement Termination Event in accordance with the provisions of Clause **Error! Reference source not found..**
- 16.4 The Company may, where it considers that a Supplier Exclusion Ground applies, terminate the Contract in accordance with the provisions of this Clause 16.4, as follows:
- (a) the Company shall serve notice on the Supplier of its intention to terminate which shall:
 - (i) specify which Supplier Exclusion Ground the Company considers applies; and the reasons for the Company deciding to terminate on this basis;
 - (ii) invite the Supplier to make representations to the Company about the existence of the Supplier Exclusion Ground and the Company's decision to terminate;
 - (iii) specify the period³ within which, the Supplier must make such representations;
 - (iv) if applicable, specify a reasonable period⁴ (determined at the sole discretion of the Company) within which the Supplier is required to have (or procured that its Subcontractor or subcontractor of any tier has) ceased sub-contracting to the Excluded Supplier or Excludable Supplier, and, if the Company considers necessary, appoint an alternative supplier who is approved by the Company.
 - (b) On expiry of the period referred to in Clause 16.4(a)(iii) (and, where applicable, (iv)) then, if after considering the Supplier's representations, the Company is satisfied that the termination ground applies, it shall be entitled to terminate the Contract immediately upon written notice or such period as the Company considers appropriate.
- 16.5 In the event that the Company terminates the Contract for any reason, the Supplier shall, without prejudice to any other rights or remedies which the Company may have under the Contract or under general law, at the Company's option:

- (a) permit the Company to enter the Supplier's premises and take possession of any equipment, goods or documentation which are the property of the Company; and
- (b) permit the Company to place an order for the remaining Goods (or equivalent goods) with any other person or persons; and
- (c) promptly return to the Company any equipment, goods or documentation which are the property of the Company and of which the Supplier or any of its subcontractors have possession.

In either such case, the Company shall be entitled to retain those Goods already provided by the Supplier in accordance with the Contract, at the material time.

16.6 In the event that the Contract is terminated, the liability of the Company shall be limited to payment to the Supplier for those Goods provided in accordance with the Contract up until the date of such termination.

16.7 Following a termination in accordance under Clause 16.1 the Supplier shall be liable to the Company for

- (a) any Losses of whatever nature arising out of or in connection with the relevant breach or circumstances; and
- (b) where the Company exercises its rights under Clause 16.5(b) and in so doing incurs costs which are in excess of those which would have been incurred in relation to the due provision of the Goods under the Contract by the Supplier ("**Excess Costs**"), such Excess Costs.

16.8 In the event that the Contract is suspended in accordance with Clause 16.2(b), the Supplier shall:

- (a) issue to the Company an application for payment in respect of those Goods provided to the Company in accordance with the Contract up until the date of such suspension; and
- (b) not carry out any further work in connection with the provision of the Goods until such time as the Company issues a notice lifting the suspension (a "**Notice to Proceed**").

16.9 Subject to Clause 16.10, in the event that the Contract is suspended in accordance with Clause 16.2(b), and such suspension continues for a period of twenty-eight (28) days, the Supplier shall be entitled to request that the Company serve a Notice to Proceed. In the event that no Notice to Proceed is issued by the Company within a further fourteen (14) days from such request of the Supplier, the Supplier shall be entitled to approach the Company with a request for a variation, in accordance with the Contract Variation Procedure.

16.10 In the event that the Supplier has commenced an appeal under section 65 of the Procurement Act 2023 then the process in Clause 16.9 does not apply until the conclusion of any such appeal (and if the Supplier is successful in its

appeal the process in Clause 16.9 shall apply from the date of the Company's receipt of notification from the Supplier of the successful outcome of the appeal)⁵.

- 16.11 In the event that the parties are unable to agree upon the variation requested under Clause 16.9, then a Dispute shall be deemed to have arisen and the matter shall be referred for resolution in accordance with Clause 36.
- 16.12 Termination of the Contract for whatever reason shall not affect the accrued rights of the parties arising in any way out of the Contract as at the date of termination and in particular but without limitation the right to recover damages against the other party.
- 16.13 If anyone employed by the Supplier, acting independently of the Supplier, commits a Safety Breach or Prohibited Act, then the Company may require the Supplier to exclude that individual from the provision of the Goods with immediate effect and that individual may only resume the provision of the Goods at the Company's absolute discretion.

17 Co-operation in Handover

- 17.1 The Supplier shall provide at no cost such reasonable assistance to the Company and to any third party nominated by the Company as the Company may require during the last six (6) months of the Contract and in the three (3) months after the expiration of the Term (or, in the case of earlier termination for any reason, the period of three (3) months from the effective Contract termination date) to facilitate the engagement of a successor supplier and/or the resumption by the Company of the provision of the Goods and in such a manner so as not to unduly disrupt or hinder the Company's business
- 17.2 Without prejudice to the generality of Clause 17.1 above, the Supplier shall on or prior to the end of the effective Contract termination date transfer to the Company such Documentation relating to the Goods or full copies thereof as the Company may request.

18 Indemnity and Insurance

- 18.1 The Supplier shall be liable for, and shall indemnify the Company, including any of its employees, servants, agents, subcontractors, directors and officers and members of the TfL Group on an after-tax basis against all Losses suffered or incurred by the Company or any relevant member of the TfL Group, arising from or in connection with the performance or non-performance of the Supplier under the Contract:
 - (a) in respect of death or personal injury to any person;
 - (b) in respect of loss of or damage to any property (including the Underground Network and any other property belonging to the Company or for which it is responsible);

- (c) arising out of or in the course of or by reason of any act, omission, negligence or breach of contract or breach of statutory duty, wilful misconduct of the Supplier or any Supplier Personnel; and
- (d) arising under the Company's contracts with third parties.

and shall, at its own cost on the Company's request, defend the Company in any proceedings involving the same.

- 18.2 The Supplier shall not be liable to indemnify the Company or any member of the TfL Group under the indemnity in Clause 18.1 to the extent Losses are solely due to the negligence, breach of duty or breach of contract of the Company.
- 18.3 The Supplier's indemnity under Clause 18.1 and all other indemnities under the Contract shall remain in force for the duration of the Contract and for the period of twelve (12) years after the Delivery Date or earlier termination of the Contract.⁶
- 18.4 The Company may withhold from any sum due or which may become due to the Supplier any sum due to the Company as a result of the operation of Clause 18.1, provided that an appropriate notice to withhold payment has been served by the Company on the Supplier.
- 18.5 Other than in respect of the Losses (i) described in Clauses 18.1(a) , 18.1(c) (so far as such Losses relate to breach of Clause 47.5 and Schedule 13 (Privacy and Data Protection)) and 18.1(d) above and (ii) Excepted Liabilities, neither party shall have any liability to the other for any Consequential Loss arising out of the performance of its obligations under this Contract or arising in connection with the Contract. Each party respectively undertakes not to sue the other party, TfL or any member of the TfL Group in respect of Consequential Loss.
- 18.6 Without prejudice to the obligation to indemnify the Company set out in Clause 18.1, the Supplier undertakes to:
 - (a) maintain at its own cost insurance which complies with the Employers' Liability (Compulsory Insurance) Act 1969 and any statutory orders made under such Act or any amendment or re-enactment thereof;
 - (b) maintain at its own cost an adequate level of public liability insurance in respect of the Supplier's liability for death or injury to any person and loss of or damage to property and being not less than £5,000,000 (five million pounds) per occurrence;
 - (c) maintain at its own cost an adequate level of professional indemnity insurance commensurate with the risk and, where appropriate, being not less than £2,000,000 (two million pounds) per occurrence;
 - (d) maintain at its own cost an adequate level of "goods in transit" insurance commensurate with the risk and, where appropriate, being not less than £828,860.00 per occurrence, in respect of the Supplier's liability for

theft, loss or damage to property and Goods while in transit from one place to another or being stored during a journey;

- (e) maintain at its own cost product liability insurance in respect of the Supplier's liability for death or injury to any person, or loss or damage to any property arising out of its performance of the Contract in an amount not less than £5,000,000 (five million pounds), for any one occurrence;
- (f) ensure that the foregoing insurance policy or policies shall be or are effected with a reputable insurer. Such insurance shall be on terms approved by the Company (such approval not to be unreasonably withheld or delayed) and shall be maintained in force for a period not less than twelve (12) years after delivery of the Goods;
- (g) ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the contract which they are contracted to fulfil; and
- (h) produce within seven (7) days of any reasonable request by the Company and in any event before the provision of any of the Goods under the Contract satisfactory evidence in the form of a broker's letter or similar confirming the existence of insurance in accordance with the terms of this Clause 18.6.

18.7 The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Clause 18.6.

18.8 If the Supplier fails to maintain the insurance policies as provided in Clause 18.6, the Company may effect and keep in force any such insurance and pay such premium or premiums at commercially competitive rates as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or which become due to the Supplier or recover the same as a debt due from the Supplier.

18.9 Not used.

19 Force Majeure and Permitted Delay Events

19.1 Force Majeure

- (a) Neither party shall be in breach of its obligations under the Contract if there is any total or partial failure of performance by it of its duties and obligations under the Contract occasioned by any Force Majeure Event. If either party is unable to perform its duties and obligations under the Contract as a direct result of a Force Majeure Event, that party shall within one (1) Working Day of such event taking place give written notice to the other party specifying the event and the steps taken by it to minimise or overcome the effects of such event. The operation of the Contract shall be suspended during the period (and only during the period) in which the Force Majeure Event continues. Without delay upon the Force Majeure Event ceasing to exist the party relying upon it shall give written notice to the other of this fact. If the Force Majeure Event

continues for a period of more than twenty-eight (28) days and substantially affects the abilities of the Supplier to perform its obligations under the Contract, the Company shall have the right to terminate the Contract immediately upon giving written notice of such termination to the Supplier.

19.2 *Permitted Delay Events*

- (a) If a delay is caused or either party can reasonably foresee delay occurring by reason of a Permitted Delay Event then the Supplier shall give notice to the Company's Representative of the same and any claim for an extension of time to the Expected Delivery Date, within seven (7) days after the cause of any delay has arisen.
- (b) For the purposes of the Contract, the occurrence of one or more of the following shall constitute a "Permitted Delay Event":
 - (i) any act of prevention, omission, default or neglect or breach by the Company of an express obligation under this Contract; or
 - (ii) any variation of the Contract under Clause 7; or
 - (iii) the suspension of the Contract in accordance with Clause 16 (other than where the suspension is necessary by reason of default by the Supplier).
- (c) Where any delay in achieving the Expected Delivery Date arises, the Supplier shall be entitled to an extension to such Expected Delivery Date (either prospectively or retrospectively) but only to the extent that such delay is directly caused by a Permitted Delay Event that has a direct and material adverse effect on the Supplier's ability to provide the Goods by the Expected Delivery Date and provided that the Supplier
 - (i) notifies the Company of the Permitted Delay Event in accordance with Clause 19.2 and subsequently provides such further information as the Company may reasonably require regarding the nature and likely duration of such event;
 - (ii) provides the Company with reasonable access to the Supplier's premises or of its subcontractors for investigating the validity of the potential Permitted Delay Event;
 - (iii) uses its reasonable endeavours to mitigate the delay to the relevant Expected Delivery Date; and
 - (iv) shall not be entitled to an extension of time to the extent that the Permitted Delay Event was caused by or resulted from any act, omission, neglect, default or breach of this Contract by the Supplier or any Supplier Personnel.

20 Safety

- 20.1 The Supplier shall not endanger in any manner the health and safety of, or unreasonably interfere with the proper performance of the duties of, the Company's employees or third parties or otherwise expose the Company to liability under any Applicable Laws and Standards, including (without limitation) the Health and Safety at Work etc. Act 1974, the Transport and Works Act 1992, or any statutory modifications or re-enactments thereof.
- 20.2 The Supplier shall act in accordance with the health and safety regulations and requirements stated in the Specification, including (but not limited to):
- (a) the provisions of the Company Contract QUENSH Conditions that are indicated as being applicable to the Contract in the QUENSH menu set out in the Specification ("**QUENSH**") as amended from time to time or any provision which may replace it from time to time; and
 - (b) the Company's drug and alcohol principles as amended from time to time.
- 20.3 Section 20.1.1 (Alcohol and drugs) of QUENSH or any provision which may replace it from time to time shall apply to the Contract as if the term "LU Premises" means any of the Company's property and as if references to "LU" are references to the Company.
- 20.4 The Company may at its discretion carry out on the Supplier's behalf any testing of the Supplier Personnel for drugs or alcohol which the Contract requires the Supplier to carry out. The reasonable cost to the Company of carrying out the testing shall be paid by the Supplier.

21 Not used

21.1 Not used.

21.2 Not used.

22 Independent Supplier

The Supplier is an independent supplier and is not and shall not hold itself out as, and shall procure that none of the Supplier Personnel hold themselves out as, an agent of the Company. All personnel used by the Supplier in the performance of its obligations under the Contract shall be engaged by the Supplier, or any subcontractor or agent of the Supplier.

23 Supplier Personnel

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23.1 For the purposes of this Clause 23:

“Current Service Provider” means any person, company or other legal entity which on or before the Commencement Date employed or engaged any of the Transferring Employees, and which (for the avoidance of doubt) may include the Company.

“Relevant Claims and Liabilities” means all liabilities, obligations, proceedings, court or tribunal orders, losses, fines and penalties, damages, expenses, costs (including reasonable legal costs and disbursements) actions, claims and demands;

“Replacement Employer” means any person to whom a Subsequent Transferring Employee may or does transfer under the Transfer Regulations on expiry or termination of the Contract (or part of it);

“Staff List” has the meaning set out in Clause 23.3;

“Subsequent Transfer Date” means the time and date on which a Subsequent Transferring Employee transfers to a Replacement Employer by virtue of the Transfer Regulations;

“Subsequent Transferring Employee” means a person employed or engaged by the Supplier or relevant subcontractor from time to time in respect of any part of the supply of Goods who would transfer (in whole or part) to a Replacement Employer by virtue of the Transfer Regulations on the expiry or termination of the Contract (or part of it);

“Transfer Regulations” means all or any of the following: the Transfer of Undertakings (Protection of Employment) Regulations 2006; the Transfer of Employment (Pension Protection) Regulations 2005; any other or further regulations, order or statutory instrument which apply or are capable of applying to a person to whom section 257 of the Pensions Act 2004 applies, as amended, replaced or extended from time to time and including any regulations or other legislation which (either with or without modification) re-enacts, adopts, consolidates or enacts in rewritten form any such regulations; and

“Transferring Employees” means those employees or workers of the Current Service Provider who transfer (in whole or part) or have the right to transfer (in whole or part) to the Supplier under the Transfer Regulations

23.2 The Supplier will comply and procure that its subcontractors comply with any obligations which may arise out of a transfer to the Company or another person under the Transfer Regulations upon the expiry of the Term or earlier termination of the Contract.

23.3 When requested by the Company (but not more than twice in any 12 month period) and at any time during the last twelve (12) months of the Contract and/or during any period of notice terminating the Contract, the Company may

require the Supplier to provide, within a specified period of being requested, to the Company (or to any other person or persons nominated by the Company) such information as is reasonably required by the Company or such other persons relevant to the potential liabilities of the Company or any other person arising under the Transfer Regulations including but not limited to information on the following:

- (a) an anonymised or pseudonymised list of employees or workers (of the Supplier and its subcontractors) engaged in supplying the Goods, their salaries, benefits (including pension entitlements) and other conditions of employment or engagement, ages and length of service (the “**Staff List**”);
- (b) the method of organisation of the employees or workers (of the Supplier and its subcontractors) engaged in supplying the Goods and documentary evidence relating to such organisation;
- (c) the proposals for informing and consulting with affected employees or workers;
- (d) details of collective agreements and union recognition agreements; and
- (e) any other employee liability information within the meaning of the Transfer Regulations, and will in addition provide copies to the Company upon request of any communication with any potential or intended new consultant or the Supplier’s employees or workers or their representatives relating to the effect on such employees or workers of the expiry or termination of the Contract.

23.4 The Supplier will provide the Company upon request with the name and address of a person within its organisation to whom all queries and requests for information under this Clause 23 may be addressed. The Supplier will warrant that any information provided under Clause 23.3 is accurate, complete and not misleading, including any information supplied in relation to its subcontractors.

23.5 The Supplier will if requested notify the Company as soon as practicable and in any event within 5 days of the Supplier becoming aware of any additional or new information and any changes to any information already provided under Clause 23.

23.6 The Supplier agrees that the Company will be permitted to disclose any information provided to it under this Clause 23 in anonymised or pseudonymised form to any person who has been invited to tender for the supply of the Goods (or similar goods) and to any third party engaged by the Company to review the supply of the Goods and to any Replacement Supplier.

23.7 The Supplier will not and will procure that its subcontractors will not in the 6 months prior to the expiry or termination of the Contract (or, where notice of termination is given of less than 3 months, during any such period of notice) without the Company’s prior written consent:

- (a) re-organise or substantially alter the number or method of organisation (including proportion of working time spent) or identity of the employees or workers engaged in supplying the Goods, except to the extent

that any such change is the result of a bona fide business reorganisation of the Supplier or the relevant subcontractor which is not related or confined to the employees or workers engaged in providing the Goods or to the expected expiry of the Term or termination of the Contract, or

- (b) make any increase to the salaries or any change to the terms and conditions of employment or engagement of the employees or workers engaged in the provision of the Goods, except where such increases or changes would have arisen in the ordinary course of the Supplier's or the relevant subcontractor's business and are not related to the expiry of the Term or termination of the Contract (either because they are applied to all of the Supplier's or the relevant subcontractor's employees or workers, whether or not engaged in supplying the Goods (or otherwise) or are the result of a bona fide business reorganisation of the Supplier or the relevant subcontractor which is not related or confined to the employees or workers engaged in the provision of the Goods or to the expiry of the Term or termination of the Contract.

23.8 The Supplier will and will procure that any subcontractor will co-operate with the Company and any Replacement Employer in the orderly management of the transfer of employment or engagement of any Subsequent Transferring Employees.

23.9 The Supplier will and will procure that any subcontractor will provide the Company and any Replacement Employer with a final Staff List (the "**Final Staff List**") and staffing information relating to persons on that list not less than 28 days before any Subsequent Transfer Date, or if the Contract is terminated by the Company in accordance with Clause 16.1, 16.2 or 16.3, then the Final Staff List will be provided by the Supplier to the Company as soon as reasonably practicable and in any event no later than 14 days after the termination of the Contract.

23.10 The Supplier shall indemnify the Company and any Current Service Provider against all Relevant Claims and Liabilities arising from or related to:

- (a) any failure by the Supplier (or its subcontractors) to comply with the Transfer Regulations in relation to any Transferring Employee;
- (b) the employment or engagement or termination thereof by the Supplier (or its subcontractors) of any Transferring Employee or any person who would be a Transferring Employee but for any act or omission (including dismissal or constructive dismissal) of the Supplier or its subcontractors;
- (c) any actual or proposed changes by the Supplier (or its subcontractors) to the terms and conditions or working conditions of any Transferring Employee which are alleged to be to their detriment;
- (d) the employment or engagement or termination thereof of any Supplier Personnel by the Supplier or its subcontractors.

23.11 The Supplier shall indemnify the Company and all Replacement Employers against all Relevant Claims and Liabilities arising from or related to:

- (a) any claim by a Subsequent Transferring Employee in respect of any default, failure or omission (or alleged default, failure or omission) by any person whatsoever concerning or arising from employment or engagement before a Subsequent Transfer Date in respect of which the Company or the Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations;
- (b) any claim by any former or existing employee or worker of the Supplier or relevant Subcontractor (other than a Subsequent Transferring Employee) in respect of which the Company or a Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations; and
- (c) any claim or demand or other action taken against the Company or any Replacement Employer by any Subsequent Transferring Employee who continues to be employed or engaged in part by the Supplier after the Subsequent Transfer Date and which arises directly or indirectly out of or in connection with that retained employment or engagement or its termination.
- (d) For the avoidance of doubt, the Supplier shall continue to have full liability for the matters set out in (a) – (c) above if it is held or alleged that: (i) the contract of employment or engagement of any of the Subsequent Transferring Employees does not transfer in its entirety to the Company and/or any Replacement Employer (and/or its/their Sub-Contractors) and/or (ii) liability for any such contract of employment or engagement of any such Subsequent Transferring Employees does not transfer in its entirety to the Company and/or any Replacement Employer (and/or its/their subcontractors).
- (e) In this Clause 23.11 “Relevant Claims and Liabilities” include those incurred by the Company by reason of any contract term between the Company and a Replacement Employer provided always that in relation to Relevant Claims and Liabilities which the Company may incur to a Replacement Employer, the Supplier shall not be required to indemnify the Company for more than or with a greater scope than it would if such Relevant Claims and Liabilities were made against or incurred by the Company in providing an indemnity to the Replacement Supplier on the same terms set out in sub-clauses (a) - (c) above.

Key Personnel

23.12 *The Supplier shall ensure that each of the Key Personnel devotes substantially their whole time and effort to fulfilment of the Supplier's obligations under the Contract and/or the supply of the Goods as applicable. The Supplier shall take all reasonable steps to ensure it retains the services of the Key Personnel and shall not without the Company's prior written consent terminate their employment, remove or change Key Personnel or do any such thing which would cause any of the Key Personnel to resign.*

- 23.13 *The Supplier agrees to inform the Company of any changes to the Key Personnel where any relevant member of Key Personnel dies, suffers long term sickness or disability, is incapacitated by reason of ill health or accident from performing their duties for a period of or periods aggregating thirty (30) days in the preceding three (3) months, is guilty of gross or serious misconduct, goes on any period of statutory leave (other than holiday) or leaves the Supplier's employment.*
- 23.14 *The Supplier shall be responsible for the costs of replacing any member of Key Personnel with an appropriately qualified and competent replacement (including but not limited to, the cost of training any replacement to ensure that they can take over the vacated position efficiently and without disrupting the supply of Goods). The Supplier shall use all reasonable endeavours to ensure that any replacement for any member of Key Personnel is engaged and available to perform their role as soon as reasonably practicable and at least within seven (7) days of the expiry of the notice period of the relevant member of Key Personnel. Where termination of the relevant member of Key Personnel is due to gross or serious misconduct, a replacement shall be engaged and available to perform their role as soon as reasonably practicable and in any event within twenty-eight (28) days. Further, save where the relevant member of Key Personnel being replaced has vacated the position immediately due to death, illness, gross misconduct or some other similar reason, the Supplier shall, at its own cost, ensure that the member of Key Personnel being replaced works in parallel with their replacement to hand over to them for a period of seven (7) days or any shorter period agreed between the parties.*
- 23.15 *A reasonable period before an offer of engagement is made to a replacement member of Key Personnel, the Supplier shall provide such information about and access to the relevant individual as the Company may reasonably require. The Company shall notify the Supplier if it objects to the appointment of an individual as a member of Key Personnel, together with its reasons for such objection. The Supplier shall comply with any request by the Company that a particular person should not become a member of Key Personnel.*
- 23.16 *The Company may change the list of Key Personnel on reasonable notice and subject to the consent of the Supplier, such consent not to be unreasonably withheld or delayed.*

23.17 Not used

24 Confidentiality

- 24.1 The Supplier undertakes to keep confidential and not to disclose to any third party (without the prior written consent of the Company) any Confidential Information supplied by the Company to the Supplier and shall use such information only for the purpose of the performance of its obligations under the Contract.
- 24.2 On the Company's request, the Supplier shall, so far as is reasonably possible:

- (a) transfer onto hard copies or other media in industry standard format and programming languages and deliver to the Company any Confidential Information in its possession or control supplied by the Company to the Supplier;
- (b) return to the Company all copies (whether hard copy or other media) of such Confidential Information; and
- (c) destroy, erase or otherwise expunge from its records, systems, databases or other forms of archive all such Confidential Information save to the extent that information needs to be retained for statutory purposes or tax purposes.

- 24.3 The Supplier shall ensure that all Supplier Personnel perform its obligations in Clauses 24.1 and 24.2 as if they were the Supplier, and the Supplier shall be responsible to the Company for any act or omission by Supplier Personnel in breach of such obligations.
- 24.4 The Supplier shall notify the Company promptly if the Supplier becomes aware of any breach of confidence by any Supplier Personnel and shall give the Company all assistance the Company reasonably requires in connection with any proceedings the Company brings, or other steps the Company takes, against any such Supplier Personnel for such breach of confidence.
- 24.5 The Supplier shall not, either alone or jointly with others, publish any material relating to the Company, the Company's Representative, the Contract or the Goods without the prior written consent of the Company.
- 24.6 The Supplier shall not, either alone or jointly with others, make any press, television, radio or other media announcement in connection with the Contract or the Goods, or any Dispute arising under or in connection with the Contract.
- 24.7 The provisions of Clauses 24.1 to 24.6 shall not apply:
- (a) to any information which is already in the public domain at the time of its disclosure other than by breach of the Contract; or
 - (b) to any information which is required to be disclosed to the extent required by any applicable law, the regulations of any recognised stock exchange, any taxation authorities or by order of a court or other tribunal of competent jurisdiction or any relevant regulatory body.
- 24.8 The Supplier acknowledges that damages would not be an adequate remedy for any breach of this Clause 24 by the Supplier and that (without prejudice to all other remedies to which the Company may be entitled as a matter of law) the Company shall be entitled to any form of equitable relief to enforce the provisions of this Clause 24.

25 London Living Wage

- 25.1 For the purposes of this Clause 25, "Sub-contractor" means a sub-contractor (of any tier) of the Supplier.
- 25.2 The Supplier acknowledges and agrees that the Mayor pursuant to section 155 of the Greater London Authority Act has directed that members of the TfL Group ensure that the London Living Wage be paid to anyone engaged by any member of the TfL Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Company's estate in the circumstances set out in Clause 25.3(a).
- 25.3 Without prejudice to any other provision of this Contract, the Supplier shall:
- (a) ensure that its employees and workers and procure that the employees and workers of its Sub-contractors engaged in the provision of the Goods or performance under this Contract:
 - (i) for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and
 - (ii) on the Company's estate including (without limitation) premises and land owned or occupied by the Company,be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;
 - (b) ensure that none of:
 - (i) its employees and workers; nor
 - (ii) the employees and workers of its Sub-contractors,engaged in the provision of the Goods or performance of this Contract be paid less than the amount to which they are entitled in their respective contracts of employment;
 - (c) provide to the Company such information concerning the London Living Wage as the Company or its nominees may reasonably require from time to time, including (without limitation):
 - (i) all information necessary for the Company to confirm that the Supplier is complying with its obligations under Clause 25; and
 - (ii) reasonable evidence that Clause 25 has been implemented;
 - (d) disseminate on behalf of the Company to:

- (i) its employees and workers; and
- (ii) the employees and workers of its Sub-contractors,

engaged in the provision of the Goods or performance of this Contract such perception questionnaires as the Company may reasonably require from time to time and promptly collate and return to the Company responses to such questionnaires; and

- (e) cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):
 - (i) allowing the CCSL to contact and meet with the Supplier's employees and workers and any trade unions representing the Supplier's employees and workers;
 - (ii) procuring that the Supplier's Sub-contractors allow the CCSL to contact and meet with the Sub-contractors' employees and workers and any trade unions representing the Sub-contractors' employees and workers,

in order to establish that the obligations in Clause 25.3(a) have been complied with.

25.4 For the avoidance of doubt the Supplier shall:

- (a) implement the annual increase in the rate of the London Living Wage; and
- (b) procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage,

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

25.5 The Company reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Supplier's staff and the staff of its Sub-contractors.

25.6 Without limiting the Company's rights under any other termination provision in this Contract, the Supplier shall remedy any breach of the provisions of this Clause 25 within four (4) weeks' notice of the same from the Company (the "**Notice Period**"). If the Supplier remains in breach of the provisions of this Clause 25 following the Notice Period, the Company may by written notice to the Supplier immediately terminate this Contract.

26 Responsible Procurement

26.1 The Supplier and the Company acknowledge and agree that the Mayor, in accordance with section 155 of the GLA Act has directed TfL and its subsidiaries (including the Company) to do all things reasonably necessary to comply with (inter alia) the Responsible Procurement Policy in its procurement activities.

- 26.2 The Supplier shall and shall procure that its subcontractors (of any tier) shall comply with, and shall provide such co-operation and assistance as may be reasonably requested by the Company to enable the Company to comply with, the Responsible Procurement Policy.
- 26.3 The Supplier acknowledges and agrees that the Company is required to develop a policy relating to the promotion of the procurement of goods and services in an ethical manner (the “**Ethical Sourcing Policy**”) which shall reflect and be consistent with the relevant principles of the Responsible Procurement Policy, and the Supplier shall and shall procure that all of its subcontractors shall comply with such Ethical Sourcing Policy to the extent it does not conflict with the Responsible Procurement Policy.
- 26.4 Where applicable to the Supplier, the Supplier shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it. *The Supplier shall implement an Ethical Sourcing and Modern Slavery Action Plan in accordance with Schedule 12 to this Contract.*
- 26.5 The Supplier acknowledges and agrees that it (and its subcontractors) shall be required to comply with any changes to the Responsible Procurement Policy (and any adjustment or amendment to the Ethical Sourcing Policy as a result of such amendment or adjustment to the Responsible Procurement Policy).
- 26.6 The Supplier shall not be entitled to any addition to the Contract Price in the event of any change to the Responsible Procurement Policy (and any change to the Ethical Sourcing Policy as a result of such change to the Responsible Procurement Policy).
- 26.7 The Supplier shall procure that any subcontractor (of any tier) is required to comply with the provisions of this Clause 26 and the provisions of this Clause 26 are included in any subcontract (of any tier).
- 26.8 The Supplier shall not, and shall procure that any subcontractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or subcontract in accordance with the operation of this Clause 26.

27 Assignment and Subcontracting

- 27.1 The Supplier shall not assign, novate or subcontract any of its rights or obligations under the Contract or any part thereof without the prior written consent of the Company (and on such conditions as the Company in its sole discretion determines).
- 27.2 The subcontracting of all or any part of the Goods to a subcontractor shall not relieve the Supplier of its obligations to supply the Goods under the Contract. The Supplier shall be responsible for the acts and omissions of subcontractors.
- 27.3 The Company may novate, assign, transfer or subcontract the Contract or any part thereof to any person at any time without the consent of the Supplier, provided the Company has given prior written notice to the Supplier.

- 27.4 Within seven (7) days of any written request by the Company to the Supplier, the Supplier shall execute a deed of novation in the form set out in 0 in favour of any person to whom the Contract is being novated.
- 27.5 Without prejudice to the Company's prior written consent pursuant to Clause 27.1, where the Supplier subcontracts any or all of the provision of the Goods, the Supplier shall in each Subcontract (and procure that its Subcontractors (and any of their subcontractors of any tier) include in each of their subcontracts of any tier):
- 27.5.1 payment terms substantially similar to those set out in Clause 8 which comply with terms implied into the Subcontract by section 73 of the Procurement Act 2023;
- 27.5.2 notification obligations similar to those set out in Clause 4.8;and
- 27.5.3 terms entitling the Supplier or (in respect of a subcontract below the first tier) the payer under the relevant subcontract to terminate that subcontract if the relevant subcontractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law.
- 27.6 On or before the Commencement Date, the Supplier shall notify the Company in writing of the name, contact details and details of the legal representatives of any Subcontractor to the extent that such information has not already been provided by the Supplier to the Company. The Supplier shall also immediately provide to the Company in writing the name, contact details and details of the legal representatives of each new Subcontractor which the Supplier subsequently involves in the provision of the Goods after the Commencement Date.
- 27.7 The Company reserves the right to verify whether any subcontractor of any tier is an Excluded Supplier or an Excludable Supplier (and the Supplier shall provide any information requested by the Company with regards to such verification). The Company may require that the Supplier replace or procure the replacement of any subcontractor of any tier that is or becomes an Excluded Supplier or an Excludable Supplier.
- 27.8 The Supplier shall promptly notify the Company of any circumstances from time to time that might give rise to a right of the Company to require replacement of a subcontractor pursuant to Clause 27.7.
- 27.9 The Company shall have no obligations to make any termination or compensation payment in respect of any termination of any subcontractor of any tier pursuant to Clause 27.7.

28 Company's and Supplier's Representative

Each party shall appoint one or more representatives to act on its behalf under the Contract. Each party shall advise the other party, in writing, of the names and contact details of its representatives and these shall be recorded in Schedule 1. The Supplier shall not appoint such a representative without the prior written consent of the Company (which consent shall not be unreasonably withheld). Any party may, on giving reasonable notice to the other party,

appoint an additional representative or replace an existing representative but the Supplier may only do so with the prior written consent of the Company. Each party shall be responsible for the acts, omissions, neglects and defaults of its representatives as if such acts, omissions, neglects and defaults were its own. Each party will be bound by any decision made or action taken by its representatives.

29 Costs

Except as otherwise agreed, each party shall bear its own costs incurred in connection with the negotiation, preparation and execution of the Contract.

30 Severance

If a provision of the Contract is, or becomes, invalid, unenforceable or illegal, that will not affect the legality, validity or enforceability of any other provision of the Contract, provided that the operation of this Clause 30 would not negate the commercial interest and purpose of the parties under the Contract.

31 Publicity

The text of any press release or other communication to be published by or in the media concerning the subject matter of the Contract shall require the prior written approval of the Company. No interviews concerning the same shall be given by the Supplier with the media without prior written approval from the Company of the content of such an interview.

32 Corrupt Gifts and Payments of Commission

32.1 The Supplier undertakes that it shall not and procures that its subcontractors and suppliers shall not enter into or offer to enter into any business arrangement with any servant, employee, officer or agent of the Company other than as a representative of the Company without the Company's prior written approval.

32.2 The Supplier undertakes that it shall not, and uses reasonable endeavours to procure that its subcontractors and suppliers shall not commit any Prohibited Acts or cause the Company to commit any equivalent act.

32.3 The Company shall have the right to audit any and all records necessary to confirm compliance with this Clause 32 at any time during performance of this Contract and during the twelve (12) year period following completion of performance.

33 No Waiver

33.1 No failure or delay on the part of either party to exercise any right or remedy under the Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be.

The rights and remedies provided in the Contract are cumulative and are not exclusive of any rights or remedies provided by law.

- 33.2 No payment made by the Company shall indicate or be taken to indicate the Company's acceptance or approval of any part of the Goods or any act or omission of the Supplier from any obligation or liability imposed upon the Supplier by any provision of the Contract or otherwise.

34 Entire Contract

The Contract embodies and sets forth the entire contract and understanding of the parties and shall supersede all prior oral or written contracts understandings or arrangements relating to the subject matter of the Contract. Except in the case of fraud neither party shall be entitled to rely on any contract, understanding or arrangement which is not expressly set forth in the Contract.

35 Notices and Service of Process

- 35.1 Any notice or other document given under, or in connection with, the Contract must be in English and in writing and sent by letter or delivered by hand (save for *PDF Invoices sent by email invoices submitted via the Electronic Invoicing Platform in accordance with the eP2P Vendor Handbook. Invoices submitted as an electronic invoice invoices submitted using an electronic contract management system*) to the other party's representatives in each case to the address below. The notice or other document will be effective as follows:

- (a) if the notice or other document is sent by letter, it will be effective when it is delivered;
- (b) if the notice or other document is delivered by hand to the other party's representative, it will be effective immediately it is delivered; and
- (c) *In the case of an invoice submitted via the Electronic Invoicing Platform, it shall be deemed to have been received in accordance with the eP2P Vendor Handbook. In the case of a PDF Invoice sent by email, it shall be deemed to be received five (5) working hours (where "working hours" are 09:00 to 17:00 in a Working Day) following the time when the sender's email system dispatches the email provided that the correct email addresses are used, and the onus shall be on the sender to prove the time that the email was dispatched and the address it was sent to. The place of delivery of email will be deemed to be the postal address of the recipient set out in Schedule 1.*

- 35.2 The addresses of the Company and the Supplier are set out in Schedule 1.

- 35.3 If a party's details change, it must notify the other party promptly in writing of any such changes. The parties agree that proceedings arising out of or in connection with the Contract may be served in accordance with this Clause 35.1.

36 Dispute Resolution

- 36.1 Any question, dispute, difference or claim (a “**Dispute**”) shall be resolved in accordance with this Clause 36.
- 36.2 The parties shall use their reasonable endeavours to resolve any Dispute by a meeting between the Company’s Representative and a suitably qualified and duly authorised representative of the Supplier (together the “**Nominated Representatives**”) which shall be convened to discuss such Dispute within fourteen (14) days of notification in writing by one party to the other of a matter in dispute.
- 36.3 If the Dispute has not been resolved within twenty-eight (28) days after the date of a meeting between the Nominated Representatives in accordance with Clause 36.2 (or if no such meeting was convened within twenty-eight (28) days after the date on which notification was served by one party on the other), the Dispute shall be referred as soon as practicable to *the Company’s Contracts and Procurement Manager and the Supplier’s Managing Director* or in the absence or unavailability of these personnel, persons of similar status deputed to resolve disputes on behalf of their respective companies.
- 36.4 If the Dispute has not been resolved within twenty-one (21) days of it being referred to *the Company’s Contracts and Procurement Manager and the Supplier’s Managing Director* or their deputies in accordance with Clause 36.3 either party may refer the matter for resolution in accordance with the provisions of Clause 37.
- 36.5 Clauses 36.1 to 36.4 are subject to the Supplier’s rights (if any) under the HGCRA to refer a Dispute to adjudication at any time. Any such adjudication shall be in accordance with the Company’s Adjudication Rules. For the purposes of this Clause 36.5, “**Adjudication Rules**” means the most recent edition of the Company’s adjudication rules on the date of the notice referring adjudication.

37 Governing Law and Jurisdiction

- 37.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 37.2 Without prejudice to Clause 36 (Dispute Resolution), the courts of England and Wales will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract.
- 37.3 Either party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.
- 37.4 Subject to Clause 37.3, each party waives any objection to, and submits to, the jurisdiction of the Courts of England and Wales. Each party agrees that a judgment or order of any such court is binding upon it and may be enforced against it in the courts of England and Wales or any other jurisdiction.

38 Counterparts

This Contract may be executed in several counterparts each of which shall be deemed an original and all of which shall constitute one and the same document.

39 Contracts (Rights of Third Parties) Act 1999

- 39.1 Subject to the Replacement Employer's rights under Clause 23, no person except any member of the TfL Group may enforce the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999, but this does not affect any other right or remedy of a third party arising at law.
- 39.2 Notwithstanding those rights referred to above in Clause 39.1, the Company and the Supplier may agree to vary or rescind the Contract without the consent of any third party.

40 Partnerships and Joint Ventures

- 40.1 If the Supplier is a partnership, the rights, obligations and liabilities of the partners in the partnership under the Contract are joint and several. The Contract and the liabilities of the partners under the Contract shall not automatically terminate upon the death, retirement or resignation of any one or more members of such partnership or upon the admission of additional partner or partners. The partner or partners in the partnership shall use their reasonable endeavours to procure that any additional partner or partners enter into an agreement with the Company confirming their acceptance of the rights, obligations and liabilities of the Supplier under the Contract.
- 40.2 If the Supplier comprises two (2) or more parties in joint venture, the rights, obligations and liabilities of each such party under the Contract are joint and several.
- 40.3 Nothing in the Contract shall constitute, or shall be deemed to constitute, a partnership between the parties. Except as expressly provided in the Contract, neither party is deemed to be the agent of the other, and neither party holds itself out as the agent of the other.

41 Bonds, Warranties and Guarantees

Not used

42 Change of Control

The Supplier shall not without the prior written consent of the Company implement any change of ownership of the Supplier where such change relates to fifty per cent (50%) or more of the issued share capital of the Supplier.

43 Interest

43.1 If either party fails to pay to the other any amount payable in connection with the Contract on or before the due date for payment, interest shall accrue on the overdue amount from the due date for payment until the date of actual payment (whether before or after judgment) at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998. Any interest accruing under this Clause 43.1 shall be immediately payable by the paying party on demand.

43.1 *If either party fails to pay to the other any amount payable in connection with the Contract on or before the due date for payment, interest shall accrue on the overdue amount from the due date for payment until the date of actual payment (whether before or after judgment) at the Interest Rate. Any interest accruing under this Clause 43.1 shall be immediately payable by the paying party on demand.*

43.2 Interest (if unpaid) arising on an overdue amount will be compounded monthly with the overdue amount but will remain immediately due and payable.

44 Freedom of Information

44.1 For the purposes of this Clause 44.1:

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

“Information” means information recorded in any form held by the Company or by the Supplier on behalf of the Company; and

“Information Request” means a request for any Information under the FOI Legislation.

44.2 The Supplier acknowledges that the Company:

- (a) is subject to the FOI Legislation and agrees to assist and co-operate with the Company to enable the Company to comply with its obligations under the FOI Legislation; and
- (b) may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Supplier.

44.3 Without prejudice to the generality of Clause 44.2 the Supplier shall and shall procure that its subcontractors (if any) shall:

- (a) transfer to the Company's Representative (or such other person as may be notified by the Company to the Supplier) each Information Request relevant to the Contract, the supply of Goods or any member of the TfL Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Working Days of receiving such Information Request; and
- (b) in relation to Information held by the Supplier on behalf of the Company, provide the Company with details about and/or copies of all such Information that the Company requests and such details and/or copies shall be provided within five (5) Working Days of a request from the Company (or such other period as the Company may reasonably specify), and in such forms as the Company may reasonably specify.

44.4 The Company shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Supplier shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Company.

45 Data Transparency

45.1 The Supplier acknowledges that the Company is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 24 and Clause 44, the Supplier hereby gives its consent for the Company to publish the Contract Information to the general public.

45.2 The Company may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Company may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. The Company may in its absolute discretion consult with the Supplier regarding any redactions to the Contract Information to be published pursuant to Clause 45.1. The Company shall make the final decision regarding publication and/or redaction of the Contract Information.

46 Survival

The provisions of Clauses 4 (Records and Audit), 8.12 (Set-Off), 10 (Failure to Supply), Clause 14 (Warranty), 14.3 (Intellectual Property Rights), 16 (Termination), 18 (Indemnity and Insurance), 23 (Supplier Personnel), 24 (Confidentiality), 26 (Responsible Procurement), 30 (Severance), 31 (Publicity), 32 (Corrupt Gifts and Payments of Commission), 33 (No Waiver), 34 (Entire Contract), 35 (Notices and Service of Process), 36 (Dispute Resolution), 37 (Governing Law and Jurisdiction), 39 (Contracts (Rights of Third Parties) Act 1999), 44 (Freedom of Information), 45 (Data Transparency), 46 (Survival), **Error! Reference source not found.** (Set Aside Order and Public Procurement Termination Event), 47.5 (Data Protection and Cyber Security) and 47.7 (Procurement Legislation Disclosure) will survive the termination or expiry of this Contract and continue in full force and effect, along with any other Clauses or Schedules of this Contract necessary to give effect to them. In addition, any other provision of this

Contract which by its nature or implication (including in respect of any accrued rights and liabilities) is required to survive the termination will survive such termination as aforesaid.

47 Transport for London Group

47.1 Set Aside Order and Public Procurement Termination Event

(a) Without prejudice to the Company's right to terminate the Contract under Clause 16.1, Clause 16.2(a) or at common law, the Company may terminate the Contract at any time in accordance with the provisions of this Clause **Error! Reference source not found.** in the event that:

- (i) a court makes a Set Aside Order; or
- (ii) there is a Public Procurement Termination Event (subject to Clause 47.1(b)).

(b) In the event of a Public Procurement Termination Event, the Company shall serve a notice on the Supplier of its intention to terminate which shall:

- (i) provide the Company's reasons for considering that a Public Procurement Termination Event has occurred and the reasons for the Company deciding to terminate on this basis; and
- (ii) invite the Supplier to make representations to the Company about the occurrence of the Public Procurement Termination Event and the Company's decision to terminate; and
- (iii) specify the period within which the Supplier must make such representations;

and on expiry of the period referred to in Clause 47.1(b)(iii) above, if after considering the Supplier's representations, the Company is satisfied that a Public Procurement Termination Event applies the Company may terminate the Contract in accordance with Clause 47.1(c).

(c) In the event that a court makes a Set Aside Order or the circumstances set out in Clause 47.1(b) apply, the Company shall notify the Supplier of the Set Aside Order or termination as a result of the Public Procurement Termination Event (such termination to take effect immediately or on such notice as the Company considers appropriate). Where there is any conflict or discrepancy between the provisions of Clause 16.1 and this Clause 47.1 or the Cessation Plan, the provisions of Clause 47.1 and the Cessation Plan prevail. The Set Aside Order or termination as a result of the Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or which shall accrue to either party prior to or after the Set Aside Order or termination.

- (d) The Set Aside Order or termination as a result of the Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or which shall accrue to either party prior to or after the Set Aside Order or termination.
- (e) Following receipt by the Supplier of notification under Clause 47.1(c) the parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Company shall reasonably determine an appropriate Cessation Plan with the object of:
 - (i) achieving an orderly and efficient cessation of or (at the Company's request) a transition to the Company or such other entity as the Company may specify of either (at the Company's election):
 - (A) supply of Goods; or
 - (B) if applicable, any part of the supply of Goods which are affected by the Set Aside Order or the Public Procurement Termination Event;
 - (ii) achieving minimal disruption or inconvenience to the Company or to public passenger transport services or facilities; and
 - (iii) giving effect to the terms of the Set Aside Order (if applicable).
- (f) Upon agreement, or determination by the Company of the Cessation Plan the parties shall comply with their respective obligations under the Cessation Plan.
- (g) The Company shall pay the Supplier's reasonable costs in assisting the Company in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or charges agreed as part of the Contract or as otherwise reasonably determined by the Company. Provided that the Company shall not be liable to the Supplier for any loss of profit, revenue goodwill or loss of opportunity as a result of the early termination of the Contract in accordance with this Clause **Error! Reference source not found..**

47.2 **Crime and Disorder Act 1998**

The Supplier acknowledges that Transport for London is under a duty under section 17 of the Crime and Disorder Act 1998 (as amended by the Police and Justice Act 2006 and the Policing and Crime Act 2009) to:

- (a) have due regard to the impact of crime, disorder and community safety in the exercise of TfL's duties;
- (b) where appropriate, identify actions to reduce levels of crime and disorder; and

- (c) without prejudice to any other obligation imposed on the Company, exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent in its area:
 - (i) crime and disorder (including anti-social and other behaviour adversely affecting the local environment);
 - (ii) the misuse of drugs, alcohol and other substances; and
 - (iii) re-offending

and in the performance of the Contract, the Supplier shall assist and co-operate with the Company and relevant members of the TfL Group and shall use reasonable endeavours to procure that its subcontractors assist and co-operate, with the Company and relevant members of the TfL Group to enable TfL to satisfy its duty.

47.3 **The Company's business**

The Supplier acknowledges that it:

- (a) has sufficient information about the Company and the supply of Goods;
- (b) is aware of the Company's processes and business;
- (c) has made all appropriate and necessary enquiries to enable it to carry out the supply of Goods in accordance with the Contract;
- (d) is aware of the purposes for which the supply of Goods are required; and
- (e) shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by it of any fact relating to the supply of Goods.

47.4 **Best value**

The Supplier acknowledges that TfL is a best value authority for the purposes of the Local Government Act 1999 and as such the Company is required to make arrangements to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness. The Supplier shall assist the Company to discharge TfL's duty where possible, and in doing so, shall carry out any review of the supply of Goods reasonably requested by the Company from time to time. The Supplier shall negotiate in good faith (acting reasonably) with the Company any changes to the Contract in order for the Company to achieve best value.

47.5 **Data Protection and Cyber Security**

- (a) The Supplier shall comply with all of its obligations under the Data Protection Legislation and Schedule 13.
- (b) The Supplier shall follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre (or equivalent or replacement guidance or requirements in place from time to time).

47.6 Conflict of Interest

- (a) The Supplier acknowledges and agrees that it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the carrying out of the supply of Goods or with any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the Company.
- (b) The Supplier shall complete an assessment for any conflict of interest throughout the duration of the Contract at regular intervals (not less than once in every six (6) months) and on further occasions as reasonably required by the Company.
- (c) The Supplier shall provide the Company with any information requested by the Company (including without limitation declarations provided by Supplier Personnel) in relation to each assessment completed.
- (d) The Supplier shall notify the Company in writing immediately on becoming aware of any actual or potential conflict of interest with the carrying out of the supply of Goods under the Contract or with any member of the TfL Group and shall work with the Company to do whatever is necessary (including the separation of staff working on, and data relating to, the supply of Goods from the matter in question) to manage such conflict to the Company's satisfaction, provided that, where the Company is not so satisfied (in its absolute discretion) it shall be entitled to terminate the Contract.
- (e) The Supplier acknowledges and agrees that for the purpose of this Clause 47.6 an "interest" includes an interest as defined in Section 81(4) of the Procurement Act 2023.

47.7 Procurement Legislation Disclosure

- (a) For the purposes of this Clause 47.7:

"Appropriate Authority" means an appropriate authority for the purpose of the Procurement Legislation;

"Disclosure Obligation" means:

- (i) any obligation to publish information arising under Procurement Legislation which the Company considers applicable to the Contract, including without limitation obligations to publish copies of the Contract and information relating to the Supplier's performance under the Contract; and
- (ii) any obligation to provide information to an Appropriate Authority;

“Procurement Legislation” means the Procurement Act 2023, all regulations made under it and any amendment or re-enactment of any of them and any relevant guidance or recommendations issued by the Cabinet Office or an Appropriate Authority (including in each case their successors or assigns).

- (b) The Supplier acknowledges that the Company:
 - (i) is subject to the Procurement Legislation and agrees to assist and cooperate with the Company to enable the Company to comply with the Disclosure Obligations; and
 - (ii) without prejudice to the Company’s other rights, powers or remedies, may disclose information as the Company considers appropriate (in its absolute discretion) to comply with the Disclosure Obligations. The Company shall be responsible for determining whether any information is exempt from disclosure under the Procurement Legislation.
- (c) Without limiting the generality of Clause 47.7(b), the Supplier shall, and shall procure that its sub-contractors shall:
 - (i) provide the Company with such information that the Company requests within five (5) Working Days of a request from the Company (or such longer period as the Company may reasonably specify), and in such forms as the Company may reasonably specify; and
 - (ii) make available the Supplier’s Personnel as reasonably requested by the Company,

to comply with the Company’s Disclosure Obligations.
- (d) The Company may in its absolute discretion consult with the Supplier regarding any proposed information to be disclosed pursuant to the Disclosure Obligations. The Company shall make the final decision regarding disclosure, publication and any redaction of such information.

47.8 **Equality and Diversity**

47.8.1 Without limiting the generality of any other provision of the Contract, the Supplier:

- (a) shall not unlawfully discriminate;
- (b) shall procure that its employees, workers, officers and agents do not unlawfully discriminate; and
- (c) shall use reasonable endeavours to procure that its subcontractors do not unlawfully discriminate when providing the supply of the Goods,

within the meaning and scope of the Equality Act 2006, the Equality Act 2010 and any other relevant enactments in force from time to time in relation to discrimination in employment.

- 47.8.2 The Supplier acknowledges that the Company is under duties under section 149 of the Equality Act 2010:
- (a) to have due regard to the need to eliminate unlawful discrimination on the grounds of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation (all “**Protected Characteristics**”) and marriage and civil partnership;
 - (b) to have due regard to the need to advance equality of opportunity between persons who share a Protected Characteristic and persons who do not share it;
 - (c) to have due regard to the need to foster good relations between persons who share a Protected Characteristic and persons who do not;
 - (d) to take reasonable steps to prevent sexual harassment of its employees in the course of their employment,

and in performing the Contract the Supplier shall assist and cooperate with the Company where possible in satisfying this duty.

47.8.3 The Supplier shall ensure that its staff, and those of its subcontractors who are engaged in the performance of the Contract comply with the Company’s policies in relation to equal opportunities and diversity, discrimination, workplace harassment (including sexual harassment) and drugs and alcohol as may be updated from time to time. Copies of these policies are available from the Company at any time on request.

47.8.4 To the extent that the Company is required to assist or co-operate with TfL in compliance with its duties under the Equality Act 2010 (Specific Duties) Regulations 2011, the Supplier shall assist and co-operate with the Company where possible.

47.8.5 Within 3 Working Days after the commencement date of the Contract, the Supplier shall provide to the Company a copy of its EDI Policy (in the form submitted to the Company before the parties entered into the Contract). The Supplier shall keep its EDI Policy under review for the duration of the Contract and shall promptly provide the Company with any such revised EDI Policy.

47.9 **Work Related Road Risk**

47.9.1 For the purposes of Clauses 47.9.2 to 47.9.10 (inclusive) of this Contract, the following expressions shall have the following meanings:

“**Alternative Scheme**” has the meaning given to it in Clause 47.9.2(a);

“Approved Progressive Driver Training”	an ongoing programme of Drivers’ training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment consistent with the FORS Standard accreditation level required by Clause 47.9.2(c) with reference to the value of the Contract;
“Category M Vehicle”	a power-driven vehicle having at least four wheels and designed for the carriage of passengers;
“Category N1 Vehicle”	a vehicle with a MAM not exceeding 3,500 kilograms but not including Category M Vehicles;
“Category N2 HGV”	a vehicle with a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms and not including Category M Vehicles;
“Category N3 HGV”	a vehicle with a MAM exceeding 12,000 kilograms but not including Category M Vehicles;
“Collision Report”	a report detailing all collisions during the previous twelve (12) months involving injuries to persons or fatalities;
“Delivery and Servicing Vehicle”	an HGV or Category N1 Vehicle;
“Direct Vision Standard” or “DVS”	Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk
“Driver”	any individual member of Supplier Personnel including an agency or contracted driver, who operates Delivery and Servicing Vehicles on behalf of the Supplier while delivering the Goods;

“DVLA”	Driver and Vehicle Licensing Agency;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“HGV”	a vehicle with a MAM exceeding 3,500 kilograms but not including Category M Vehicles;
“LEZ”	the Low Emission Zone mandated by TfL and operating in Greater London as an emissions-based charging scheme for certain vehicle types more particularly described at https://tfl.gov.uk/modes/driving/low-emission-zone ;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while the vehicle is used on the road;
“Motor Vehicle”	a motor vehicle as defined by the Road Traffic Act 1988;

“Silver Accreditation”	the second highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Supply Chain”	any sub-contractors or sub-consultants of whatever tier beneath the Supplier and appointed in relation to the supply of the Goods;
“Taxi”	a vehicle licensed by TfL as a hackney carriage under section 6 of the Metropolitan Police Carriage Act 1869;
“ULEZ”	the Ultra Low Emission Zone mandated by TfL and operating in Greater London as an emission-based charging scheme for certain vehicle types more particularly described at https://tfl.gov.uk/modes/driving/ultra-low-emission-zone ;
“WRRR Self-Certification Report”	has the meaning given to it in Clause 47.9.8; and
“Zero Emission Standard”	tailpipe CO2 emissions of 0 grams per kilometre.

Fleet Operator Recognition Scheme Accreditation

- 47.9.2 Where the Supplier operates Delivery and Servicing Vehicles to provide the Goods, it shall within 90 days of the Commencement Date:
- (a) (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Company, is an acceptable substitute to FORS (the “**Alternative Scheme**”); and
 - (b) (unless already accredited to the required accreditation within the FORS Standard for the value of the contract as set out in Clause 47.9.2(c) below) have attained the accreditation in relation to the corresponding contract value shown at Clause 47.9.2(c) below.

- (c) The required FORS Standard accreditation corresponding to the relevant contract value:

Value of contract with the Company (or reasonably estimated value of the contract where it is not fixed price)	Required standard	
Contract Price or estimated Contract Price of one million pounds sterling or less (≤ £1,000,000)	For the Supplier	Silver Accreditation (or higher) or the equivalent standard (or higher) within the Alternative Scheme
	For the Supply Chain	Silver Accreditation (or higher) or the equivalent standard (or higher) within the Alternative Scheme
Contract Price or estimated Contract Price of over one million pounds sterling (>£1,000,000)	For the Supplier	Gold Accreditation or the equivalent standard within the Alternative Scheme
	For the Supply Chain	Silver Accreditation (or higher) or the equivalent standard (or higher) within the Alternative Scheme

- (d) The Supplier shall maintain the relevant standard set out in Clause 47.9.2(c) above (or the equivalent standard within the Alternative Scheme) by way of an annual independent audit in accordance with the relevant accreditation within the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme.
- (e) The Supplier shall procure that its Supply Chain maintain the relevant standard set out at Clause 47.9.2(c) above (or the equivalent standard within the Alternative Scheme) by way of an annual independent audit in accordance with the relevant accreditation within the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme.

Safety Features on HGVs

- 47.9.3 The Supplier shall ensure that every HGV, which it uses to provide the Goods, shall be fitted with safety features consistent with the Silver Accreditation.

Direct Vision Standard (DVS)

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

- (a) the Supplier shall comply with the DVS Schedule attached to this Contract; and
- (b) the Supplier shall ensure that all Category N3 HGVs used in the provision of the Goods achieve a minimum of a three (3) star Direct Vision Standard rating.

Driver Training

47.9.5 Where the Supplier operates Delivery and Servicing Vehicles to supply the Goods the Supplier shall ensure that each of its Drivers attends Approved Progressive Driver Training throughout the duration of the Contract.

Collision Reporting

- 47.9.6 Where the Supplier operates Delivery and Servicing Vehicles to deliver the Contract, the Supplier shall:
- (a) within 15 days of the Commencement Date, provide to the Company a Collision Report; and
 - (b) the Supplier shall provide to the Company an updated Collision Report within five Working Days of a written request from the Company at any time.

Environmental Requirements and Emission Standards

- 47.9.7 Where the Supplier operates Motor Vehicles other than Taxis in connection with the supply of the Goods:
- (a) for contracts over one million pounds sterling (>£1,000,000), the Supplier shall within 180 days of the Commencement Date, procure that all of the Motor Vehicles used in connection with the supply of the Goods comply with the emission standard corresponding to their MAM as set out in Clause 47.9.7(b) below:
 - (b) the emission standards by MAM or Motor Vehicles for the purposes of Clause 47.9.7(a) shall be:

Type of Motor Vehicle	Emission standard
Motor Vehicles having an MAM of less than or equal to three thousand five hundred kilograms (≤3500kg)	Zero Emission Standard

Motor Vehicles having an MAM greater than three thousand five hundred kilograms (>3500kg)	Compliant with the requirements of either the LEZ or the ULEZ
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(c) on and from 1 July 2027, Clause 47.9.7(a) shall apply to contracts of any value.

Self Certification of Compliance

47.9.8 Where the Supplier operates Delivery and Servicing Vehicles to supply the Goods, within 90 days of the Commencement Date, the Supplier shall provide a written report to the Company detailing its compliance with Clauses 47.9.2, 47.9.3, 47.9.4, **Error! Reference source not found.**, 47.9.5, and 47.9.7 (as applicable) of this Contract (the “WRRR Self-Certification Report”). The Supplier shall provide updates of the WRRR Self-Certification Report to the Company on each six month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Supplier regarding subcontractors

47.9.9 In addition to compliance with Clause 47.9.2(e), the Supplier shall procure that those members of the Supply Chain who operate Category N1 Vehicles, Category N2 HGVs and/or Category N3 HGVs to supply the Goods shall comply with the corresponding provisions of this Contract:

- (a) for all Delivery and Servicing Vehicles, Clauses 47.9.2, 47.9.5, 47.9.5, 47.9.8; and
- (b) for Category N2 HGVs- Clause 47.9.3;
- (c) for Category N3 HGVs- Clauses 47.9.3, and where applicable 47.9.4; and
- (d) for Motor Vehicles in connection with the supply of the Goods comply with Clause 47.9.7;

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

Failure to Comply

47.9.10 Without limiting the effect of any other clause of this Contract relating to termination, if the Supplier fails to comply with any of Clauses 47.9.2, 47.9.3, (where applicable) 47.9.4, (where applicable) 47.9.5, 47.9.6, 47.9.8, 47.9.8 and 47.9.9:

- (a) the Supplier has committed a material breach of this Contract; and

- (b) the Company may refuse the Supplier, Supplier Personnel and its and their Motor Vehicles entry onto any property that is owned, occupied or managed by the Company for any purpose (including but not limited to deliveries).

48 **Compete For**

- 48.1 Without prejudice to Clause 27, the Supplier will, on a non-exclusive basis, use the CompeteFor electronic brokerage service (or such alternative web-based tool as the Company may direct from time to time) ("**CompeteFor**") to make available to other suppliers all appropriate opportunities, arising in connection with the Contract, to supply goods, works or services to the Supplier.
- 48.2 The Supplier will use all reasonable endeavours to ensure that its subcontractors (for the purposes of this Clause, the "**Supplier's Subcontractors**") use CompeteFor, on a non-exclusive basis, to make available to other subcontractors all appropriate opportunities, arising in connection with the Contract, to supply goods, works and services to the Supplier's Subcontractors.
- 48.3 The Supplier will monitor (and maintain a record of) the number, type and value of opportunities, arising in connection with the Contract, made available to other suppliers via CompeteFor, whether by the Supplier or the Supplier's Subcontractors, as required by this Clause 48.3, and will report this information on a quarterly basis by way of email to the Company's Representative.

49 **Criminal Record Declarations**

- 49.1 For the purposes of this Clause 49:

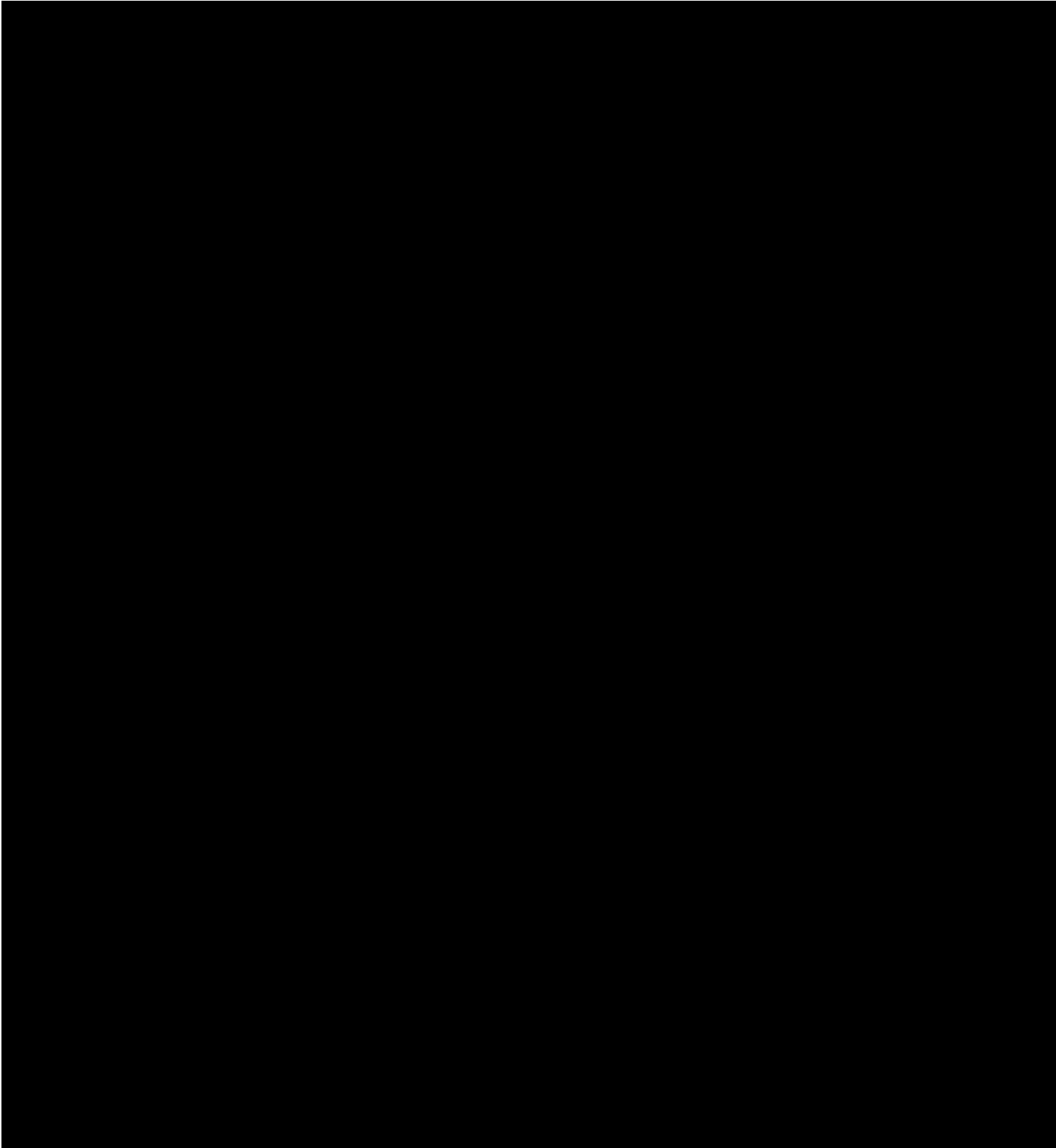
"**Relevant Individual**" means any individual who is a member of Supplier Personnel involved in the provision of, or intended to be involved in provision of, any aspect of the Goods; and

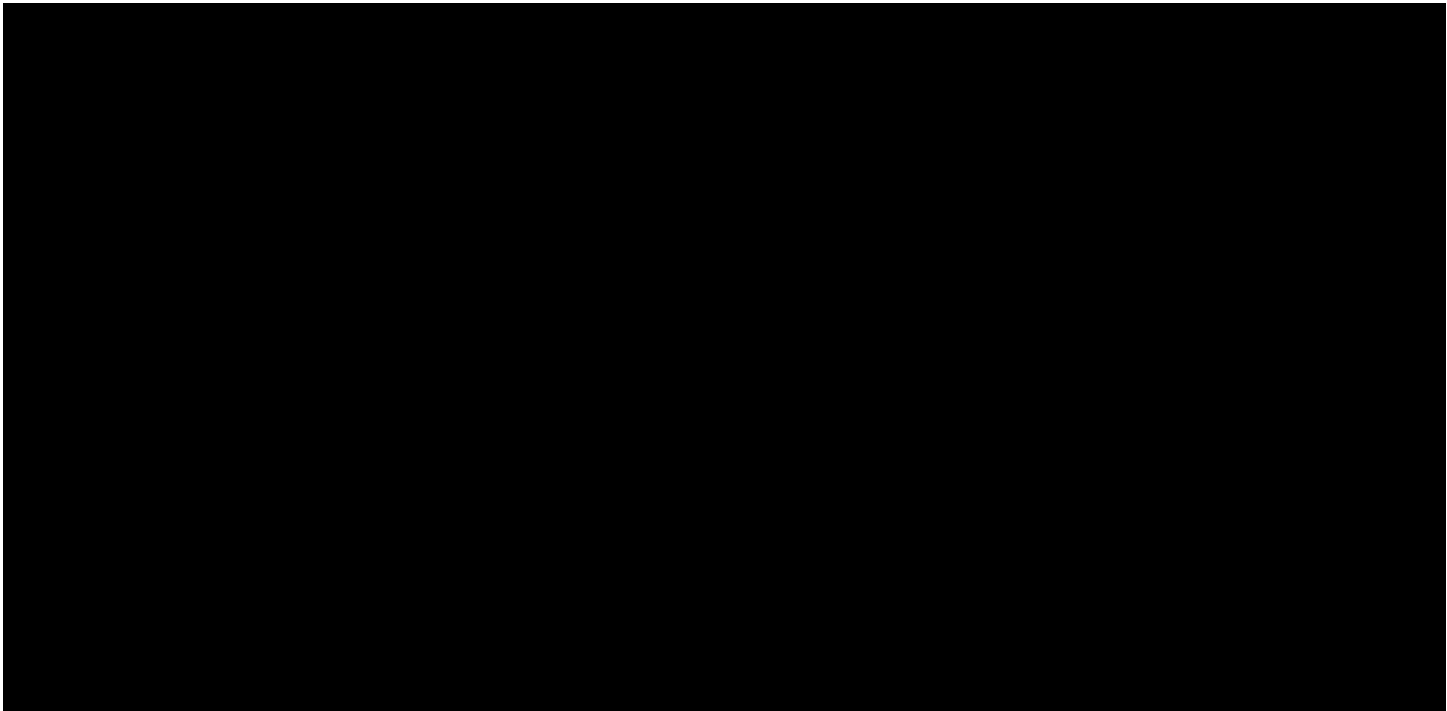
"**Relevant Conviction**" means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security.

- 49.2 The Supplier shall procure from each Relevant Individual (as the case may be) a declaration that he has no Relevant Convictions ("**Declaration**") or disclosure of any Relevant Convictions. A Declaration shall be procured prior to a Relevant Individual providing any of the Goods. The Supplier shall confirm to the Company in writing on request or in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Supplier shall procure that a Relevant Individual notifies the Supplier immediately if he commits a Relevant Conviction and the Supplier shall notify the Company in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.

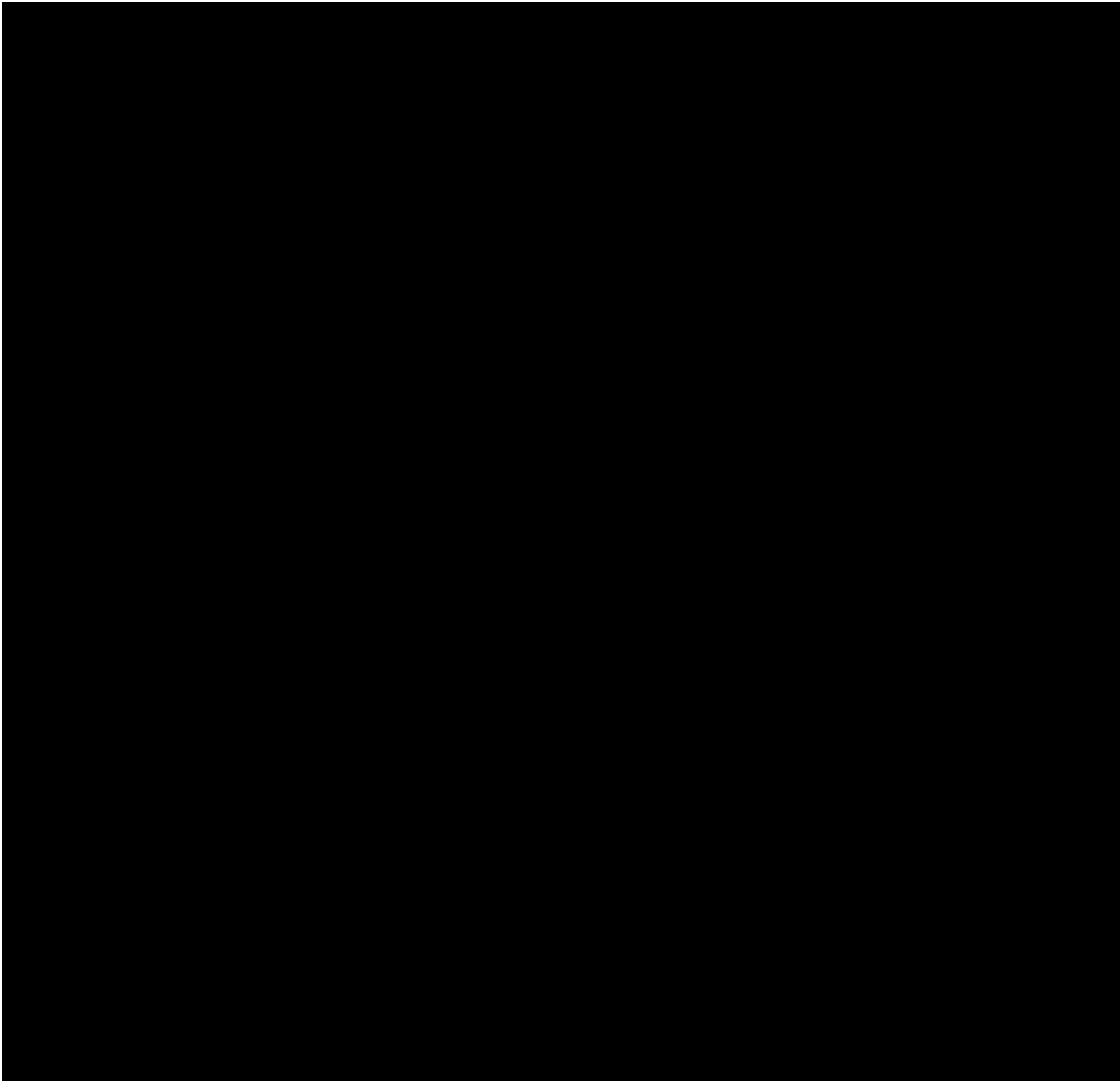
- 49.3 The Supplier shall not engage or allow to act on behalf of the Supplier or any subcontractor in the performance of any aspect of the Goods any Relevant Individual who has disclosed a Relevant Conviction.
- 49.4 The Company shall have the right in accordance with the audit rights set out in Clause 4 to audit and inspect the records of the Supplier and Supplier Personnel in order to confirm and monitor compliance with this Clause 49 at any time during performance of this Contract.
- 49.5 If the Supplier fails to comply with the requirements under Clauses 49.2 and/or 49.3 the Company may, without prejudice to its rights under Clause 16.1, serve notice on the Supplier requiring the Supplier to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration from the Contract and/or Company's site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Goods unless (in the case of non-compliance with Clause 49.2) within seven (7) days of receipt of the notice the Supplier confirms to the Company that he has procured all of the relevant Declarations required under Clause 49.2.
- 49.6 A persistent breach of Clause 49.2 and/or Clause 49.3 by the Supplier shall entitle the Company to terminate the Contract in whole or in part with immediate effect in accordance with Clause 16.1(a).
- 49.7 In the event the Company becomes aware that a Relevant Individual has committed a Relevant Conviction, the Supplier shall remove or procure the removal (as the case may be) of such Relevant Individual from the Contract and/or the Company's site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Goods.
- 49.8 Nothing in this Clause 49 shall in any way waive, limit or amend any obligation of the Supplier to the Company arising under the Contract and the Supplier's responsibilities in respect of the provision of the Goods remain in full force and effect and the Supplier cannot claim any extra costs or time as a result of any actions under this Clause 49.

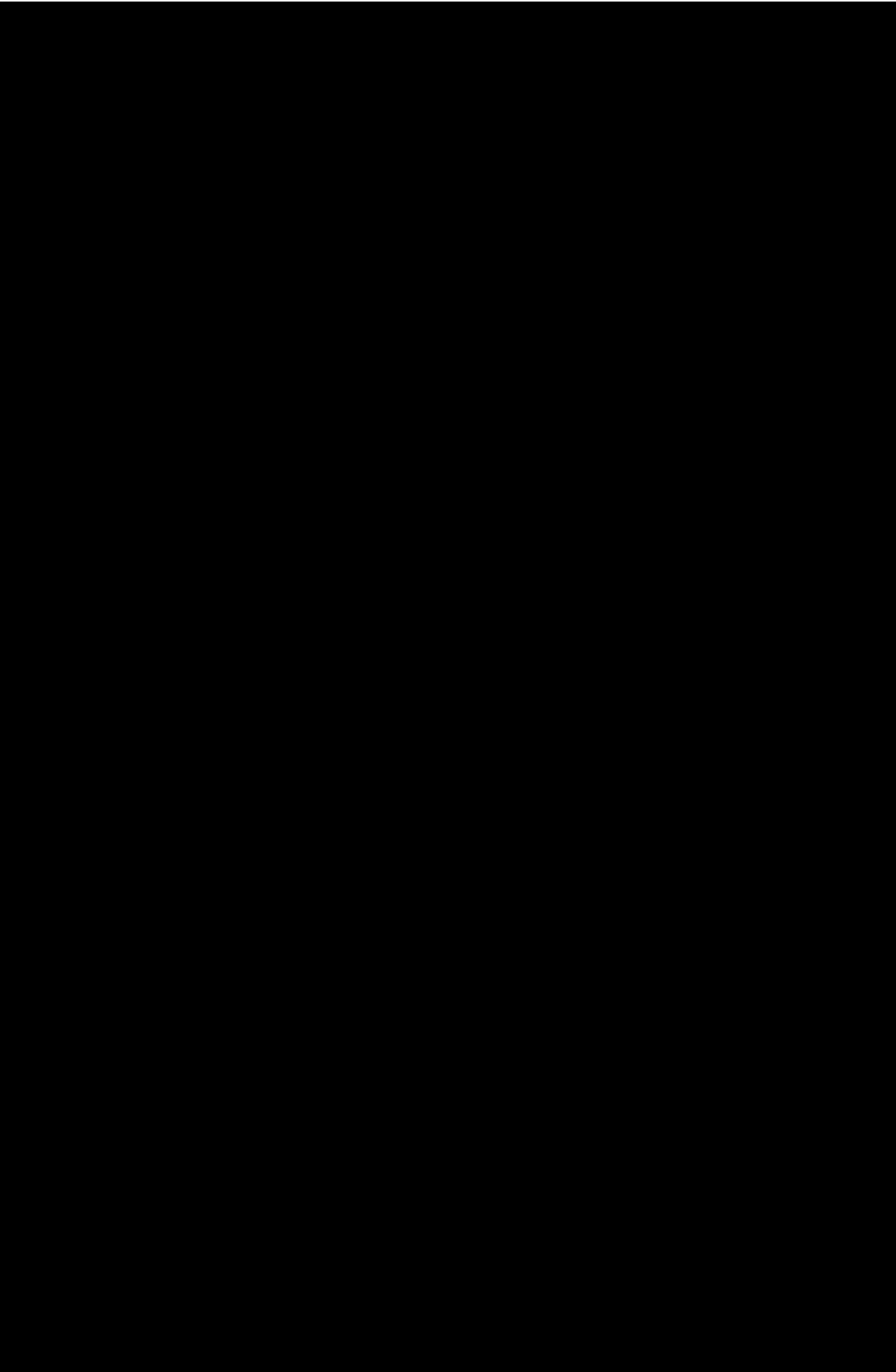
Schedule 1
Detailed Terms





Schedule 2
Prices





Schedule 3

Specification

The Supplier shall deliver 197 units of Anti-Roll Bar Kits, identified by COMPANY SAP Part Number Reference 00211/6146. The Supplier affirms ownership of associated Intellectual Property Rights and confirms possession of compliant technical drawings, which will be used in the production and supply of the parts.

Part Description:

Article DN001339 (TfL 00211/6146)

BT Material-Nr. 100103420 + 100102425 (Kit)

Torsion Spring (Anti-Roll Bar) acc. BT drawing 100103420

(assembly), BT drawing 100102424 Rev. A (bar) and BT

drawing 100102419 (lever raw part, forged), including

1 x assembled lever (shrink fit, BT 100102417) and

1 x unassembled loose lever wit cylindrical splines/serration

(BT 100102425)

Execution as already previously delivered to Bombardier

Siegen (Bogies, Germany) and TfL.

Schedule 4

Contract Variation Procedure

- 1 The cost of any Variation Order shall be agreed between the parties taking account of the reasons why the Variation Order was required.
- 2 The Company may propose a variation by completing Part A of the Variation Proposal and supplying three (3) copies of it to the Supplier. Within five (5) Working Days of receipt, or such other time as may be agreed by the Company, the Supplier shall complete Part B of the Variation Proposal and shall supply two (2) copies of the Variation Proposal to the Company. The Company shall be entitled, at any time within thirty (30) days of receipt, to instruct and authorise the Supplier to proceed with the variation on the terms so set out by each party by completing and signing Part C of one copy of the Variation Proposal (which, following such signature, will be referred to as a **"Variation Order"**) and supplying such Variation Order to the Supplier. The relevant part(s) of the Contract shall thereupon be varied accordingly.
- 3 The Supplier may propose a variation, after requesting the issue by the Company of a Variation Proposal variation number, by completing Parts A and B of a Variation Proposal and supplying two (2) copies of it to the Company. The Company shall be entitled, at any time within thirty (30) days of receipt, to instruct the Supplier to proceed with the variation on the terms so set out by the Supplier by completing and signing Part C of one copy of the Variation Proposal (which, following such signature, will be referred to as a **"Variation Order"**) and supplying such Variation Order to the Supplier. The relevant part(s) of the Contract shall thereupon be varied accordingly.
- 4 The Supplier may indicate in a Variation Proposal that the price is an estimated price but, if it does so, it shall supply a firm price to the Company in writing at least seven (7) days before the expiry of the time within which the Company is entitled to instruct the Supplier to proceed with the variation.
- 5 The price indicated by the Supplier must be the full price and shall cover all costs associated with the variation. If appropriate a range of prices may be shown corresponding to the quantity of Goods to be supplied.
- 6 In an emergency, both parties shall use their reasonable endeavours to expedite the actions permitted or required under the Contract Variation Procedure.
- 7 The Company will not accept any retrospective claims for additional work caused by a variation which has not been approved by the Company in accordance with the Contract Variation Procedure before the commencement of such additional work.
- 8 All authorised additional work resulting from any Variation Proposal shall be priced in accordance with any applicable rates set out in Schedule 2 (Prices).

9. The Supplier shall at all times act reasonably and shall price each Variation Proposal at the least possible additional cost to the Company that it is reasonably and economically practicable for the Supplier to offer and which has the least possible impact on the terms of the Contract, including, but not limited to the Specification.
10. Strict adherence to the procedure described in this 0 shall be a condition precedent to any addition to the price for the Goods. If the Supplier does not adhere to each paragraph in this 0 then the Supplier shall not be entitled to any addition to the Contract Price notwithstanding that the Supplier may have supplied additional or varied Goods.

Appendix 1 **Form of Variation Proposal/Variation Order**

To:	From:
------------	--------------

Contract Reference:

Variation Number:

Variation Title:

PART A (TO BE COMPLETED BY THE ORIGINATOR OF THE VARIATION ORDER)	
Description of change:	
Reason for changes and impact (if any) on Contract:	
Variation Proposal Authorised by:	Proposal Date:
PART B (TO BE COMPLETED BY THE SUPPLIER)	
Price Breakdown Note: If a further breakdown is needed please append details as a separate sheet.	
Expected Delivery Date:	
Supplier's Representative:	
Print Name: Signature: Date:	
Completed document to be returned to the Company's Representative	
PART C (TO BE COMPLETED BY THE COMPANY'S REPRESENTATIVE)	
Comment on Parts A and B:	
Variation Authorisation	
Company's Representative:	
Print Name: Signature: Date:	

Schedule 5

Deed of Novation

THIS DEED is made day of 202[]

BETWEEN:

LONDON UNDERGROUND LIMITED a company registered in England and Wales under number 1900907 and having its registered office at 5 Endeavour Square, London E20 1JN (the “**Company**”); and

[] a company registered in [England and Wales] under number [] and having its registered office at [] (the “**Supplier**”); and

[] a company registered in [England and Wales] under number [] and having its registered office at [] (the “**New Company**”).

WHEREAS:

- (A) The Company has an agreement dated [] and referenced [insert contract number] with the Supplier for the provision of [describe in brief the scope of work/services] (the “**Contract**”).
- (B) The Company wishes to transfer [part of] its benefit and burden under the Contract to the New Company.
- (C) The Supplier and the New Company have agreed to such transfer upon the terms and conditions of this Deed.

IT IS AGREED AS FOLLOWS:

1. In this Deed:
- 1.1 "**Transfer Date**" means [].

With effect from the Transfer Date:

- 2.1 the New Company undertakes to perform the obligations of the Company under the Contract and be bound by its terms in every way as if the New Company is and had been named at all times as a party to the Contract in lieu of the Company;
- 2.2 the Supplier releases and discharges the Company from all demands and claims whatsoever in respect of the Contract and accepts the liability of the New Company in relation to the Contract in lieu of the liability of the Company and agrees to be bound by the terms of the Contract in every way as if the New Company were and had been a party to the Contract at all times in lieu of the Company;
- 2.3 for the avoidance of doubt, it is hereby expressly agreed that:
 - 2.3.1 any and all rights, claims, counter-claims, demands and other remedies of the Supplier against the Company accrued under or in connection with the Contract prior to the date hereof shall be exercisable and enforceable by the Supplier against the New Company; and

- 2.3.2 any and all rights, claims, counter-claims, demands and other remedies of the Company against the Supplier accrued under or in connection with the Contract prior to the date hereof shall be exercisable by the New Company against the Supplier.
- 2.4 the Company transfers its rights and obligations under the Contract to the New Company.
- 2. A person who is not a party to this Deed may not enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

Schedule 6
Form of Parent Company Guarantee and Performance Bond

Not applicable.

Schedule 7
Form of Collateral Warranty

Not applicable

Schedule 8
Supplier Performance

Not applicable

Schedule 9

Privacy and Data Protection

For the purposes of this Schedule, unless the context indicates otherwise, the following expressions shall have the following meanings:	
“Company Personal Data”	Personal Data and/or Sensitive Personal Data Processed by the Supplier or any sub-contractor on behalf of the Company, pursuant to or in connection with the Contract;
“Data Controller”	has the meaning given to it in Data Protection Legislation;
“Data Processor”	has the meaning given to it in Data Protection Legislation;
“Data Protection Impact Assessment”	an assessment by the Data Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Subject”	has the meaning given to it in Data Protection Legislation;
“Restricted Countries”	any country outside the European Economic Area other than the UK following withdrawal from the European Union;
“Sensitive Personal Data”	sensitive or special categories of Personal Data (as defined in Data Protection Legislation) which is Processed pursuant to or in connection with the Contract; and
“Subject Request”	a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision making including profiling.

1. With respect to the parties' rights and obligations under the Contract, the parties acknowledge that the Company is a Data Controller solely responsible for determining the purposes and manner in which Company Personal Data is to be Processed, and that the Supplier is a Data Processor.
2. Details of the Company Personal Data to be Processed by the Supplier and the purposes of such Processing are as follows:
 - a. The Company Personal Data to be Processed by the Supplier (if any) concerns the following categories of Data Subject:
 - b. The Company Personal Data to be Processed includes the following types of Personal Data and/or Sensitive Personal Data:
 - c. The Company Personal Data is to be Processed for the following purpose(s):

- d. The Company Personal Data is to be Processed in the following Restricted Countries:
 - e. The subject matter of the Company Personal Data to be Processed is:
 - f. The duration of the Processing shall be:
 - g. The nature of the Processing is:
3. Without prejudice to the generality of the obligation to comply with all of its obligations under the Data Protection Legislation in Clause 47.5, the Supplier shall:
- a. process the Company Personal Data only in accordance with written instructions from the Company to perform its obligations under the Contract;
 - b. use its reasonable endeavours to assist the Company in complying with any obligations under Data Protection Legislation and shall not perform its obligations under the Contract in such a way as to cause the Company to breach any of its obligations under Data Protection Legislation to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
 - c. notify the Company without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by the Company is incompatible with any obligations under Data Protection Legislation to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
 - d. maintain and make available to the Company on its request, documentation which describes the Processing operations for which it is responsible under the Contract including:
 - i. the purposes for which Company Personal Data is Processed;
 - ii. the types of Personal Data and categories of Data Subject involved;
 - iii. the source(s) of the Personal Data;
 - iv. any recipients of the Personal Data;
 - v. the location(s) of any overseas Processing of Company Personal Data;
 - vi. retention periods for different types of Company Personal Data; and
 - e. where possible a general description of the security measures in place to protect Company Personal Data .where requested to do so by the Company, assist the Company in carrying out a Data Protection Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation);
 - f. without prejudice to any cyber security and/or payment card industry data security standard obligations in the Contract, take appropriate technical and organisational security measures which are appropriate to protect against unauthorised or unlawful Processing of Company Personal Data and against accidental loss, destruction of, or damage to such Company Personal Data which the Company may reasonably reject (but failure to reject shall not amount to approval by the Company of the adequacy of the measures);
 - g. without prejudice to any cyber security and/or payment card industry data security standard obligations in the Contract, provide the Company with such information as the Company may from time to time require to satisfy itself of compliance by the Supplier (and/or any authorised sub-contractor) with paragraphs 3(f) and 3(h), including,

protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Supplier itself or the Company;

- h. notify the Company without undue delay and in any event within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of this Schedule, including the unauthorised or unlawful Processing of Company Personal Data, or its accidental loss, destruction or damage;
- i. having notified the Company of a breach in accordance with paragraph 3(h), keep the Company properly and regularly informed in writing until the breach has been resolved to the satisfaction of the Company;
- j. fully cooperate as the Company requires with any investigation or audit in relation to Company Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Contract, in relation to compliance with Data Protection Legislation or in relation to any actual or suspected breach), whether by the Company (or any agent acting on its behalf), any relevant regulatory body, including the Information Commissioner, the police and any other statutory law enforcement agency, and shall do so both during the Contract and after its termination or expiry (for so long as the party concerned retains and/or Processes Company Personal Data);
- k. notify the Company within two (2) Working Days if it, or any sub-contractor, receives:
 - i. from a Data Subject (or third party on their behalf):
 - 1. a Subject Request (or purported Subject Request); or
 - 2. any other request, complaint or communication relating to the Company's obligations under Data Protection Legislation.
 - ii. any communication from the Information Commissioner or any other regulatory authority in connection with Company Personal Data; or
 - iii. a request from any third party for disclosure of Company Personal Data where compliance with such request is required or purported to be required by law;
- l. provide the Company with full cooperation and assistance (within the timescales reasonably required by the Company) in relation to any complaint, communication or request made as referred to in paragraph 3(k), including by promptly providing:
 - i. the Company with full details and copies of the complaint, communication or request; and
 - ii. where applicable, such assistance as is reasonably requested by the Company to enable it to comply with the Subject Request within the relevant timescales set out in Data Protection Legislation.
- m. when notified in writing by the Company, supply a copy of, or information about, any Company Personal Data. The Supplier shall supply such information or data to the Company within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Working Days from the date of the request;
- n. when notified in writing by the Company, comply with any agreement between the Company and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any

- 85

- g. not disclose or transfer Company Personal Data to any third party without the Supplier having obtained the prior written consent of the Company (save where such disclosure or transfer is specifically authorised under the Contract);
 - h. without prejudice to paragraph 3(f), wherever the Supplier uses any mobile or portable device for the transmission or storage of Company Personal Data, ensure that each such device encrypts Company Personal Data.
6. comply during the course of the Contract with any written retention and/or deletion policy or schedule provided by the Company to the Supplier from time to time. The Supplier shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Company Personal Data in or to any Restricted Countries without prior written consent from the Company (which consent may be subject to additional conditions imposed by the Company).
7. If, after the Commencement Date, the Supplier or any sub-contractor wishes to Process and/or transfer any Company Personal Data in or to any Restricted Countries, the following provisions shall apply:
- a. the Supplier shall submit a written request to the Company setting out details of the following:
 - i. the Company Personal Data which will be transferred to and/or Processed in any Restricted Countries;
 - ii. the Restricted Countries which the Company Personal Data will be transferred to and/or Processed in;
 - iii. any sub-contractors or other third parties who will be Processing and/or receiving Company Personal Data in Restricted Countries;
 - iv. how the Supplier shall ensure an adequate level of protection and adequate safeguards in respect of Company Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Company's compliance with Data Protection Legislation.
 - b. in preparing and evaluating such a request, the parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the parties and/or the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;
 - c. the Supplier shall comply with any written instructions and shall carry out such actions as the Company may notify in writing when providing its consent to such Processing or transfers, including:
 - i. incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into the Contract or a separate data processing agreement between the parties; and
 - ii. procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing Company Personal Data in any Restricted Countries enters into a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Company and the Supplier in connection with the Processing of Company Personal Data in (and/or transfer of Company Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in 7(c)(i).
8. The Supplier and any sub-contractor (if any), acknowledge:

- a. the importance to Data Subjects and the Company of safeguarding Company Personal Data and Processing it only in accordance with the Company's written instructions and the Contract;
 - b. the loss and damage the Company is likely to suffer in the event of a breach of the Contract or negligence in relation to Company Personal Data;
 - c. any breach of any obligation in relation to Company Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Contract;
 - d. notwithstanding Clause 16.1(a) (termination), if the Supplier has committed a material breach under paragraph 8(c) on two or more separate occasions, the Company may at its option:
 - i. exercise its rights under Clause 10.1 to supply the Goods in place of the Supplier;⁷
 - ii. withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
 - iii. terminate the Contract in whole or part with immediate written notice to the Supplier and Clause 16.6 shall apply as if the Contract had been terminated in accordance with Clause 16.1.
9. Compliance by the Supplier with this Schedule shall be without additional charge to the Company.
10. The Service Provider shall remain fully liable for all acts or omissions of any sub-contractor.
11. Following termination or expiry of the Contract, howsoever arising, the Supplier:
 - a. may Process the Company Personal Data only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under law (and will then comply with paragraph 11(b));
 - b. where paragraph 11(a) does not apply, may Process the Company Personal Data only for such duration as agreed in paragraph 2(f) and following this will then comply with paragraph 11(c);
 - c. subject to paragraph 11(a), shall;
 - i. on written instructions from the Company either securely destroy or securely and promptly return to the Company or a recipient nominated by the Company (in such usable format as and to the extent the Company may reasonably require) the Company Personal Data; or
 - ii. in the absence of instructions from the Company after 12 months from the expiry or termination of the Contract securely destroy the Company Personal Data.
12. Company Personal Data may not be Processed following termination or expiry of the Contract save as permitted by paragraph 11.

13. For the avoidance of doubt, and without prejudice to paragraph 11, the obligations in this Schedule shall apply following termination or expiry of the Contract to the extent the party concerned retains or Processes Company Personal Data.
14. The indemnity in Clause 18.1 shall apply to any breach of this Schedule and shall survive termination or expiry of the Contract.
15. The parties' liability in respect of any breach of Clause 47.5 and this Schedule insofar as they relate to fines, court awards, settlements and legal costs shall be unlimited.

EXECUTION PAGE:

This Contract has been signed by for and on behalf of the parties on the day and year written above.

Signed by
for and on behalf of
London Underground Limited

Signed by: 14/10/2025
[Redacted Signature]
106B68E700914E7...

[Redacted Signature]

Signed by
for and on behalf of
United Springs Limited

Signed by: Date 14/10/2025
[Redacted Signature]
36DB4B050641490...

[Redacted Signature]