

**F6301 A2**



Contract Reference Number: GLA 82795 - Shadow Credit Rating Reports

Date: 5<sup>th</sup> January 2026

**Contract for Services**

**between**

***GLA***

**and**

**SENSUS FINANCIAL ADVISORY LTD**

**Version: Generic June 2025**

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**THIS CONTRACT** is made 6/1/2026 | 09:51 GMT

**BETWEEN:**

- (1) The Greater London Authority of City Hall, Kamal Churchie Way, London, E16 1ZEg (the “**Authority**”); and
- (2) Sensus Financial Advisory Ltd, a company registered in England and Wales (Company Registration Number 15540305) whose registered office is at 124 City Road, London, England, EC1V 2NX (the “**Service Provider**”).

**RECITALS:**

- A. This contract is for the provision of shadow credit rating reports. The GLA requires a Service Provider to provide shadow credit ratings of circa fifteen entities to which the GLA and GLA Land and Property have advanced loans.
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

**THE PARTIES AGREE THAT:**

**1. Definitions and Interpretation**

In the Contract (including the Recitals):

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

“**Affected Party**” has the meaning given to it in Clause 28.4;

“**Associated Person**” has the meaning given to it in section 26 of the Procurement Act 2023;

“**Authority Assets**” means any assets (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the Authority Group;

“**Authority Group**” shall mean where the Authority is:

- (a) TfL, TfL in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to

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

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

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

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

**“Cessation Plan”** a plan agreed between the Parties or determined by the Authority pursuant to Clauses 30.1 to 30.5 (inclusive) to give effect to a Set Aside Order or Clauses 30.6 to 30.11 (inclusive) to give effect to a Public Procurement Termination Event;

**“Charges”** the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 28.7 or Clause 33;

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

**“Connected Person”** has the meaning given to it in paragraph 45, Part 3, Schedule 6 of the Procurement Act 2023;

<b>“Contract”</b>	this contract, including the Schedules and all other documents referred to in this contract;
<b>“Contract Commencement Date”</b>	the date for commencement of the Contract specified in Schedule 1;
<b>“Contract Information”</b>	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
<b>“Contract Manager”</b>	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
<b>“Data Protection Legislation”</b>	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;
<b>“Debarment List”</b>	has the meaning given to it in section 57 of the Procurement Act 2023;
<b>“Electronic Invoicing Platform”</b>	the Authority’s invoicing platform for the submission and receipt of electronic invoices;
<b>“Electronic Procure-to-Pay (eP2P) Vendor Handbook”</b>	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- <a href="https://tfl.gov.uk/corporate/publications-and-reports/procurement-information#on-this-page-5">https://tfl.gov.uk/corporate/publications-and-reports/procurement-information#on-this-page-5</a> ;
<b>“Excludable Supplier”</b>	has the meaning given to it in section 57 of the Procurement Act 2023;

- “Excluded Supplier”** has the meaning given to it in section 57 of the Procurement Act 2023;
- “Force Majeure Event”** any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Affected Party to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;
- “Holding Company”** any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;
- “Insolvency Event”** any of the following:
- (a) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
  - (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;
  - (c) the Service Provider applying to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986;
  - (d) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
  - (e) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason

or being unable to pay its debts within the meaning of the Insolvency Act 1986;

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

**“Intellectual Property Rights”**

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

**“Key Personnel”**

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

**“Losses”**

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

**“Milestone”**

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

**“Parties”**

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

<b>“PDF Invoices”</b>	invoices in PDF (portable document format) format;
<b>“Personal Data”</b>	has the meaning given to it in the Data Protection Legislation;
<b>“Processing”</b>	has the meaning given to it in the Data Protection Legislation;
<b>“Procurement Manager”</b>	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
<b>“Project Plan”</b>	the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
<b>“Public Procurement Termination Event”</b>	has the meaning given to it in Clause 30.7;
<b>“Public Procurement Termination Grounds”</b>	means the Authority 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;
<b>“Relevant Subcontractor”</b>	means a Subcontractor or subcontractor of any tier for the purposes of section 78(2)(c) of the Procurement Act 2023;
<b>“Service Commencement Date”</b>	the date for commencement of the Services set out in Schedule 1;
<b>“Service Provider Equipment”</b>	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
<b>“Service Provider’s Personnel”</b>	all such persons, including (without limitation) employees, officers, suppliers, subcontractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
<b>“Services”</b>	(a) subject to Clause 28.7 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any

variations to such services or activities pursuant to Clause 33; and

- (b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;

<b>“Set Aside Order”</b>	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;
<b>“Specification”</b>	the specification and other requirements set out in Schedule 3;
<b>“Subcontract”</b>	means a contract between the Service Provider and a Subcontractor;
<b>“Subcontractor”</b>	means a subcontractor to the Service Provider, being the counterparty of a contract with the Service Provider involved in the supply of goods, facilities or services necessary for or related to the provision of the Services (or any part of them);
<b>“Supplier Exclusion Ground”</b>	means: <ul style="list-style-type: none"><li>(a) the Service Provider 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</li><li>(b) 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;</li></ul>
<b>“Supply Chain Finance Option”</b>	has the meaning given to it in paragraph 1 of Part 2 of Schedule 6;
<b>“Term”</b>	the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
<b>“TfL”</b>	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;

**“Transparency Commitment”**

means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments;

**“VAT”**

means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature;

- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
  - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
  - 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;
- 1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.10 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

## 2. **Commencement and Duration**

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 28.

## 3. **The Services**

### 3.1 The Service Provider:

3.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;

3.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;

3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and

3.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.

3.2 Notwithstanding anything to the contrary in the Contract, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;

### 3.3 The Service Provider shall provide the Services:

3.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;

3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;

3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and

3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.

3.4 Where in the reasonable opinion of the Authority the Service Provider has failed to provide the Services or any part of them in accordance with the Contract, the

Service Provider shall, without prejudice to any of the Authority's other rights, re-perform the Services or part thereof as requested by the Authority at no additional cost and within such period of time as reasonably specified by the Authority.

- 3.5 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.
- 3.6 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.
- 3.7 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.

#### 4. Charges

- 4.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.
- 4.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.
- 4.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.<sup>1</sup>

#### 5. Payment Procedures and Approvals

- 5.1 The Service Provider shall invoice the Authority in respect of the Charges:
  - 5.1.1 where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 1; or

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

5.1.2 if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

and shall not make any separate charge for submitting any invoice.

5.2 The Service Provider shall submit:

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

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

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

5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.

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

5.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;

5.4.2 not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.

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

- 5.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:
- 5.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or
  - 5.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 18, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.
- 5.6 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.
- 5.7 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The Parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

## 6. **Warranties and Obligations**

- 6.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:
- 6.1.1 the Service Provider:
    - 6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract; and
    - 6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

- 6.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;
  - 6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;
  - 6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification;
  - 6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person; and
  - 6.1.5 as at the date of this Contract, none of the Service Provider, the Service Provider's Associated Persons or any Relevant Subcontractor is an Excluded Supplier or Excludable Supplier (including in each case by reference to their Connected Persons).
- 6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

## 7. **Operational Management**

- 7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract.
- 7.2 The Service Provider shall deal with the Contract Manager (or their nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:
  - 7.2.1 variations to the Contract;
  - 7.2.2 any matter concerning the terms of the Contract; and
  - 7.2.3 any financial matter (including any issues in Schedule 4),which shall be referred to the Procurement Manager.
- 7.3 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.

## 8. **Service Provider's Personnel**

- 8.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.
- 8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.
- 8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.
- 8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).
- 8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.
- 8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.
- 8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

8.8 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, subcontractors and agents) as specified in Schedule 1.

**9. Subcontracting and Change of Ownership**

9.1 The Service Provider shall not assign or subcontract all or any part of the Services without the prior written consent of the Authority, which may be refused or granted subject to such conditions as the Authority sees fit.

9.2 Without prejudice to Clause 9.1, where the Service Provider subcontracts all or any part of the Services to any person, the Service Provider shall:

9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that subcontractor is required to provide;

9.2.2 be responsible for payments to that person;

9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any subcontractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;

9.2.4 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify the Authority in writing of the name, contact details and details of the legal representatives of any such subcontractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;

9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 and provide in writing the name, contact details and details of the legal representatives of each such subcontractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);

9.2.6 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such subcontractor;

9.2.7 include a term in each subcontract (of any tier):

9.2.7.1 requiring payment to be made by the Service Provider or (in respect of a subcontract below the first tier) the payer under the relevant subcontract, to the subcontractor within a specified period not exceeding 30 days from receipt of a

valid and undisputed invoice as defined by the subcontract requirements;

- 9.2.7.2 a requirement that any invoices for payment submitted by the subcontractor are considered and verified by the Service Provider, or (in respect of a subcontract below the first tier) the payer under the relevant subcontract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the subcontract requirements;
- 9.2.7.3 entitling the Service Provider 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;
- 9.2.7.4 a requirement that the subcontractor includes a provision having the same effect as Clause 9.2.7.3 above in any subcontract it awards; and
- 9.2.7.5 requiring notification obligations similar to those set out in Clause 17.4.

- 9.3 The Authority reserves the right to verify whether any subcontractor of any tier is an Excluded Supplier or an Excludable Supplier (and the Service Provider shall provide any information requested by the Authority with regards to such verification). The Authority may require that the Service Provider replace or procure the replacement of any subcontractor of any tier that is or becomes an Excluded Supplier or an Excludable Supplier.
- 9.4 The Service Provider shall promptly notify the Authority of any circumstances from time to time that might give rise to a right of the Authority to require replacement of a subcontractor of any tier pursuant to Clause 9.3.
- 9.5 The Authority shall have no obligation to make any termination or compensation payment in respect of any termination of any subcontractor of any tier pursuant to Clause 9.3.
- 9.6 The Service Provider shall give notice to the Authority within 10 Business Days where:
  - 9.6.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and
  - 9.6.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company; and

- 9.6.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 9.6.1 to 9.6.3 above, the Authority shall have the right to terminate the Contract.

## 10. **Conflict of Interest**

- 10.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Authority Group, save to the extent fully disclosed to and approved by the Authority.
- 10.2 The Service Provider shall complete an assessment for any conflict of interest throughout the Term:
- 10.2.1 at regular intervals (not less than once in every six months; and
- 10.2.2 on further occasions as reasonably required by the Authority,
- and shall provide the Authority with any information requested by the Authority (including without limitation declarations provided by the Service Provider's Personnel) in relation to each assessment completed.
- 10.3 The Service Provider shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 28.1.4.
- 10.4 The Service Provider acknowledges and agrees that for the purpose of this Clause 10, an "interest" includes an interest as defined in section 81(4) of the Procurement Act 2023.

## 11. **Access to Premises and Assets**

- 11.1 Subject to Clause 8.4 any access to either or both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:

- 11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;
  - 11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;
  - 11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;
  - 11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;
  - 11.1.5 not damage the Authority Premises or any assets on Authority Premises; and
  - 11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider's Personnel in the performance of the Services.
- 11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.
- 11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

## 12. **Compliance with Policies and Law**

- 12.1 The Service Provider, at no additional cost to the Authority:
- 12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services (as updated from time to time), including:
    - 12.1.1.1 where the GLA is the Authority, the Authority's Dignity at Work policy and the GLA's Code of Ethics; and
    - 12.1.1.2 where TfL is the Authority, TfL's workplace harassment policy and TfL's Code of Conduct (which is available on TfL's website, [www.tfl.gov.uk](http://www.tfl.gov.uk)); and
    - 12.1.1.3 the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol, guidance on sexual harassment and any other on site regulations specified by the Authority for personnel working

at Authority Premises or accessing the Authority's computer systems.

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

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

12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

12.1.4 acknowledges that the Authority is under a duty:

12.1.4.1 under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "**Relevant Protected Characteristic**") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it; and

12.1.4.2 under section 40A of the Equality Act 2010 to take reasonable steps to prevent sexual harassment of its employees in the course of their employment,

and in providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying these duties;

12.1.5 shall provide the Services in such a manner as to:

12.1.5.1 where possible, promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

12.1.5.2 eliminate unlawful discrimination and sexual harassment; and

- 12.1.5.3 where possible, promote good relations between persons of different racial groups, religious beliefs and sexual orientation;
- 12.1.6 where the GLA is the Authority the Service Provider shall:
  - 12.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties referred to in Clauses 12.1.4 - 12.1.5 as are relevant to the Contract and the Service Provider's activities;
  - 12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4 - 12.1.5;
  - 12.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4 - 12.1.5;
  - 12.1.6.4 on entering into any contract with a subcontractor in relation to this Contract, impose obligations upon the subcontractor to comply with this Clause 12.1.6 as if the subcontractor were in the position of the Service Provider;
  - 12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and cooperate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and
  - 12.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.
- 12.1.7 without prejudice to any other provision of this Clause 12.1 or the Schedules, where TfL is the Authority, comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.7, "**Traffic Manager**" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;
- 12.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;

12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010, the Criminal Finances Act 2017 and any guidance issued by the Secretary of State under it; and

12.1.10 where applicable to the Service Provider and without limiting the generality of Clause 12.1.2, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

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

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

12.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;

12.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;

12.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and

12.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

### Work Related Road Risk

12.3 For the purposes of Clauses 12.3 to 12.13 (inclusive) of this Contract, the following expressions shall have the following meanings:

**“Alternative Scheme”** has the meaning given to it in Clause 12.4.1;

**“Approved Progressive Driver Training”** an ongoing programme of Drivers' training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment consistent with the FORS Standard accreditation level required by clause 12.4.3 for the value of the Contract;

**“Category M Vehicle”** a power-driven vehicle having at least four wheels and designed for the carriage of passengers;

**“Category N1 Vehicle”** a vehicle with an MAM not exceeding 3,500 kilograms but not including Category M Vehicles;

<b>“Category N2 HGV”</b>	a vehicle with an MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms and not including Category M Vehicles;
<b>“Category N3 HGV”</b>	a vehicle with an MAM exceeding 12,000 kilograms but not including Category M Vehicles;
<b>“CLOCS Standard”</b>	the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites; further information can be found at: <a href="http://www.clocs.org.uk">www.clocs.org.uk</a> ;
<b>“Collision Report”</b>	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
<b>“Delivery and Servicing Vehicle”</b>	an HGV or a Category N1 Vehicle;
<b>“Driver”</b>	any employee of the Service Provider (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;
<b>“DVLA”</b>	Driver and Vehicle Licensing Agency;
<b>“Direct Vision Standard” or “DVS”</b>	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: <a href="http://www.tfl.gov.uk">www.tfl.gov.uk</a> ;
<b>“DVS Schedule”</b>	the Heavy Goods Vehicle Direct Vision Standard Schedule attached to this Contract;
<b>“FORS”</b>	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;
<b>“FORS Standard”</b>	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](http://www.fors-online.org.uk);

<b>“Gold Accreditation”</b>	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a> ;
<b>“HGV”</b>	a vehicle with a MAM exceeding 3,500 kilograms but not including Category M Vehicles;
<b>“LEZ”</b>	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 <a href="https://tfl.gov.uk/modes/driving/low-emission-zone">https://tfl.gov.uk/modes/driving/low-emission-zone</a> ;
<b>“MAM”</b>	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;
<b>“Motor Vehicle”</b>	a motor vehicle as defined by the Road Traffic Act 1988;
<b>“Silver Accreditation”</b>	the second highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a> ;
<b>“Supply Chain”</b>	any subcontractors or sub-consultants of whatever tier beneath the Service Provider and appointed in relation to the Services;
<b>“Taxi”</b>	a vehicle licensed by TfL as a hackney carriage under section 6 of the Metropolitan Public Carriage Act 1869;
<b>“ULEZ”</b>	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 <a href="https://tfl.gov.uk/modes/driving/ultra-low-emission-zone">https://tfl.gov.uk/modes/driving/ultra-low-emission-zone</a> ;
<b>“WRRR Self-Certification Report”</b>	has the meaning given to it in Clause 12.11; and
<b>“Zero Emission Standard”</b>	tailpipe CO2 emissions of 0 grams per kilometre.

## **Fleet Operator Recognition Scheme Accreditation**

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

12.4.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the “Alternative Scheme”); and

12.4.2 (unless already accredited to the required accreditation within the FORS Standard for the value of the contract as set out in clause 12.4.3 below) have attained the accreditation in relation to the corresponding contract value shown at clause 12.4.3 below.

12.4.3 The required FORS Standard accreditation corresponding to the relevant contract value:

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

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

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

## **Safety Features on HGVs**

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

## **Construction Logistics and Community Safety (CLOCS)**

12.6 Where applicable, for contracts over one million pounds sterling (>£1,000,000):

12.6.1 the Service Provider shall comply with the CLOCS Standard; and

12.6.2 the Service Provider shall ensure that the conditions at all sites and locations where:

12.6.2.1 the Services are being delivered; or

12.6.2.2 in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,

be appropriate for each Delivery and Servicing Vehicle being used in the provision of the Services.

## **Direct Vision Standard (DVS)**

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

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

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

## **Driver Training**

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

## **Collision Reporting**

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

## **Environmental Requirements and Emission Standards**

12.10 Where the Service Provider operates Motor Vehicles other than Taxis in connection with the provision of the Services:

12.10.1 For contracts over one million pounds sterling (>£1,000,000), the Service Provider shall within 180 days of the Contract Commencement Date, procure that all of the Motor Vehicles used in connection with the provision of the Services comply with the emission standard corresponding to their MAM as set out at Clause 12.10.2 below.

12.10.2 The emission standards by MAM of Motor Vehicles for the purposes of Clause 12.10.1 shall be:

Type of Motor Vehicle	Emission standard
Motor Vehicles having an MAM of less than or equal to three thousand five hundred kilograms ( $\leq 3,500$ kg).	Zero Emission Standard.
Motor Vehicles having an MAM greater than three thousand five hundred kilograms ( $> 3,500$ kg).	Compliant with the requirements of either the LEZ or the ULEZ.

12.10.3 On and from 1 July 2027, Clause 12.10.1 shall apply to contracts of any value.

### Self-Certification of Compliance

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

### Obligations of the Service Provider Regarding Subcontractors

12.12 The Service Provider shall procure that those members of the Supply Chain who operate:

12.12.1 Category N1 Vehicles, Category N2 HGVs and/or Category N3 HGVs to provide the Services comply with the corresponding provisions of this Contract:

12.12.1.1 Clauses 12.4, 12.6, 12.8, 12.9, and 12.11;

12.12.1.2 for Category N2 HGVs – Clause 12.5; and

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

12.12.2 Motor Vehicles in connection with the provision of the Services comply with Clause 12.10,

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

### **Failure to Comply**

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

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

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

### **13. London Living Wage**

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

**“CCSL”** 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 by the Authority to the Service Provider from time to time;

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

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

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

13.3.1 ensure that its employees and procure that the employees of its subcontractors (of any tier) engaged in the provision of the Services:

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

13.3.1.2 on the Authority's estate including (without limitation) premises and land owned or occupied by the Authority,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

13.3.2 ensure that none of:

13.3.2.1 its employees; nor

13.3.2.2 the employees of its subcontractors (of any tier),

engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;

13.3.3 provide to the Authority such information concerning the London Living Wage as the Authority or its nominees may reasonably require from time to time, including (without limitation):

13.3.3.1 all information necessary for the Authority to confirm that the Service Provider is complying with its obligations under Clause 13; and

13.3.3.2 reasonable evidence that Clause 13 has been implemented;

13.3.4 disseminate on behalf of the Authority to:

13.3.4.1 its employees; and

13.3.4.2 the employees of its subcontractors (of any tier),

engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and

13.3.5 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):

13.3.5.1 allowing the CCSL to contact and meet with the Service Provider's employees and any trade unions representing the Service Provider's employees;

13.3.5.2 procuring that the Service Provider's subcontractors (of any tier) allow the CCSL to contact and meet with such subcontractors' employees and any trade unions representing the subcontractors' employees,

in order to establish that the obligations in Clause 13.4.1 have been complied with.

13.4 For the avoidance of doubt the Service Provider shall:

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

13.4.2 procure that its subcontractors (of any tier) implement the annual increase in the rate of the London Living Wage,

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

13.5 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its subcontractors (of any tier).

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

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

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

#### 15. **Equipment**

15.1 Risk in:

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

15.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Authority) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the Contract,

regardless of whether or not the Service Provider Equipment and Materials are located at Authority Premises.

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

**16. Quality and Best Value**

16.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

16.2 Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

**17. Records, Audit, Inspection and Notification**

17.1 The Service Provider shall, and shall procure that its subcontractors shall:

17.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

17.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in Data Protection Legislation) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").

17.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 12.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

17.3 The Service Provider shall provide the Authority with such assistance as the Authority may require to discharge its obligations under section 60(4) of the Procurement Act 2023.

17.4 The Service Provider shall promptly notify the Authority in writing:

17.4.1 if any of the Service Provider, the Service Provider's Associated Persons or any Relevant Subcontractor is or is placed on the Debarment List;

17.4.2 if any of the Service Provider, the Service Provider'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 Authority may reasonably require in this regard.

17.5 Without prejudice to Clause 9.4, the Service Provider shall notify the Authority in writing as soon as reasonably practicable and in any event within 5 days of any changes to the Service Provider's Connected Persons together with information regarding any new Connected Persons.

18. **Set-Off**

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

19. **Indemnity**

19.1 Subject to Clause 19.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, subcontractors and agents) (the "**Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider's Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or subcontractors).

19.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or subcontractors.

20. **Insurance**

20.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of not less

than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services (the “**Insurances**”) and will ensure that the Authority’s interest is noted on each and every policy or that any public liability, product liability or employer’s liability insurance includes an Indemnity to Principal clause:

- 20.1.1 public liability to cover injury and loss to third parties;
  - 20.1.2 insurance to cover the loss or damage to any item related to the Services;
  - 20.1.3 product liability; and
  - 20.1.4 professional indemnity or, where professional indemnity insurance is not available, a “financial loss” extension to the public liability insurance referred to in Clause 20.1.1 or, if applicable, the product liability insurance referred to in Clause 20.1.3. Any professional indemnity insurance or “financial loss” extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.
- 20.2 The insurance cover will be maintained with a reputable insurer.
- 20.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 20.1 and payment of all premiums due on each policy.
- 20.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 20.1 being or becoming void, voidable or unenforceable.
- 20.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

## 21. **The Authority’s Data**

- 21.1 The Service Provider acknowledges the Authority’s ownership of Intellectual Property Rights which may subsist in the Authority’s data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority’s data.
- 21.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority’s data and to prevent any corruption or loss of the Authority’s data.

## 22. **Intellectual Property Rights**

- 22.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider

in the provision of the Services (the “**Products**”) provided that such assignment shall not include items not prepared or developed for the purposes of this Contract.

- 22.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 22.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority’s prior written consent) to use any trademarks, trade names, logos or other Intellectual Property Rights of the Authority.
- 22.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

**23. Privacy, Data Protection and Cyber Security**

- 23.1 The Service Provider shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with Schedule 2 of this Contract.
- 23.2 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

**24. Confidentiality and Announcements**

- 24.1 Subject to Clauses 25 and 26, the Service Provider will keep confidential:
- 24.1.1 the terms of this Contract; and
  - 24.1.2 any and all Confidential Information that it may acquire in relation to the Authority.
- 24.2 The Service Provider will not use the Authority’s Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 24.1.
- 24.3 The obligations on the Service Provider set out in Clause 24.1 will not apply to any Confidential Information:
- 24.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 24);
  - 24.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
  - 24.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London

for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and subcontractors.

- 24.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 24.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 24.6 The provisions of this Clause 24 will survive any termination of this Contract for a period of 6 years from termination.

## 25. **Freedom of Information and Transparency**

25.1 For the purposes of this Clause 25:

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

25.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

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

25.2 The Service Provider acknowledges that the Authority:

25.2.1 is subject to the FOI Legislation and agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

25.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

25.3 Without prejudice to the generality of Clause 25.2, the Service Provider shall and shall procure that its subcontractors (if any) shall:

25.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as

soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and

- 25.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.
- 25.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.
- 25.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 25.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 24.1 and Clause 25, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 25.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 25.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 25.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

**26. Procurement Legislation Disclosure**

26.1 For the purposes of this Clause 26:

<b>Term</b>	<b>Meaning</b>
<b>“Appropriate Authority”</b>	means an appropriate authority for the purpose of the Procurement Legislation;
<b>“Disclosure Obligation”</b>	means: <ul style="list-style-type: none"> <li>(a) any obligation to publish information arising under Procurement Legislation which the Authority considers applicable to the Contract, including without limitation obligations to publish copies of the Contract and information relating to the Service</li> </ul>

Provider's performance under the Contract;  
and

(b) 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).

26.2 The Service Provider acknowledges that the Authority:

26.2.1 is subject to the Procurement Legislation and agrees to assist and cooperate with the Authority to enable the Authority to comply with the Disclosure Obligations; and

26.2.2 without prejudice to the Authority's other rights, powers or remedies, may disclose information as the Authority considers appropriate (in its absolute discretion) to comply with the Disclosure Obligations. The Authority shall be responsible for determining whether any information is exempt from disclosure under the Procurement Legislation.

26.3 Without limiting the generality of Clause 26.2, the Service Provider shall, and shall procure that its subcontractors shall:

26.3.1 provide the Authority with such information that the Authority requests within five (5) Business Days of a request from the Authority (or such longer period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify; and

26.3.2 make available the Service Provider's Personnel as reasonably requested by the Authority,

to comply with the Authority's Disclosure Obligations.

26.4 The Authority may in its absolute discretion consult with the Service Provider regarding any proposed information to be disclosed pursuant to the Disclosure Obligations. The Authority shall make the final decision regarding disclosure, publication and any redaction of such information

**27. Dispute Resolution**

27.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract (“**Dispute**”) before resorting to litigation.

27.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7)

Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) (“**Senior Personnel**”) of each of the Parties for resolution.

- 27.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party (“**Notice**”) to commence such process and the Notice shall identify one or more proposed mediators.
- 27.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution (“**CEDR**”) in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 27.5 Where a dispute is referred to mediation under Clause 27.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 27.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties’ authorised representatives, shall be final and binding on the Parties.
- 27.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 42.
- 27.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 27.
- 27.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 27 and Clause 27 shall not apply in respect of any circumstances where such remedies are sought.

## 28. **Breach and Termination of Contract**

- 28.1 Without prejudice to the Authority’s right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:
- 28.1.1 In addition and without prejudice to Clauses 28.1.2 to 28.1.6 (inclusive), the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority)

- from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;
- 28.1.2 the Service Provider is subject to an Insolvency Event;
  - 28.1.3 in the event that there is:
    - 28.1.3.1 a change of ownership referred to in Clause 9.6 or the Service Provider is in breach of Clause 9.6; or
    - 28.1.3.2 a breach of the Service Provider's obligations under Clause 17.4 or 17.5;
  - 28.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;
  - 28.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery or other offence described in the Bribery Act 2010 and/or the Criminal Finances Act 2017;
  - 28.1.6 if the circumstances under section 72(3) of the Procurement Act 2023 apply;
  - 28.1.7 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law; or
  - 28.1.8 the Authority becomes entitled to terminate the Contract under Clause 28.2.
- 28.2 The Authority may, where it considers that a Supplier Exclusion Ground applies, terminate the Contract in accordance with the provisions of this Clause 28.2, as follows:
- 28.2.1 the Authority shall serve notice on the Service Provider of its intention to terminate which shall:
    - 28.2.1.1 specify which Supplier Exclusion Ground the Authority considers applies and the reasons for the Authority deciding to terminate on this basis;
    - 28.2.1.2 invite the Service Provider to make representations to the Authority about the existence of the Supplier Exclusion Ground and the Authority's decision to terminate;
    - 28.2.1.3 specify the period within which the Service Provider must make such representations;
    - 28.2.1.4 if applicable, specify a reasonable period (determined at the sole discretion of the Authority) within which the Service Provider is required to have (or procured that its Subcontractor or subcontractor of any tier has) ceased

subcontracting to the Excluded Supplier or Excludable Supplier, and, if the Authority considers necessary, appoint an alternative supplier who is approved by the Authority;

- 28.2.2 on expiry of the period referred to in Clause 28.2.1.3 (and, where applicable, 28.2.1.4) then, if after considering the Service Provider's representations, the Authority is satisfied that the termination ground applies, it shall be entitled to terminate the Contract immediately upon written notice or after such period as the Authority specifies in such notice (in its absolute discretion).
- 28.3 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 28.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.
- 28.4 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract (the "**Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 28.4 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 28.5 Without prejudice to the Authority's right to terminate the Contract under Clause 28.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 28.5 may be disapplied by notice to that effect in Schedule 1.
- 28.6 Without prejudice to the Authority's right to terminate the Contract under Clauses 28.1, 28.5 or at common law, the Authority may terminate the Contract at any time following a Set Aside Order in accordance with the provisions of Clause 30.

28.7 To the extent that the Authority has a right to terminate the Contract under this Clause 28 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

29. **Consequences of Termination or Expiry**

29.1 Notwithstanding the provisions of Clause 24, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

29.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

29.3 Upon expiry or termination of the Contract (howsoever caused):

29.3.1 the Service Provider shall, at no further cost to the Authority:

29.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and

29.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

29.3.2 the Authority shall (subject to Clauses 18, 29.1 and 29.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.

29.4 On termination of all or any part of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide

any or all of the Services and (save where terminated under Clause 28.5) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

**30. Set Aside Order and Public Procurement Termination Event**

30.1 In the event that a court makes a Set Aside Order, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 29 and Clauses 30.1, 30.2, 30.4 to 30.6 (inclusive) and 30.13 shall apply as from the time when the Set Aside Order is made.

30.2 The Set Aside Order shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Set Aside Order in respect of the period prior to the Set Aside Order, save as otherwise expressly provided to the contrary in Clauses 30.1 to 30.6 inclusive.

30.3 During any court proceedings seeking a Set Aside Order, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 30.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from the Authority, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

30.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and

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

in accordance with the provisions of Clauses 30.2 to 30.6 (inclusive) and which the Parties agree would have effect in the event that a Set Aside Order is made.

30.4 Where there is any conflict or discrepancy between the provisions of Clause 29 and Clauses 30.2 to 30.6 (inclusive) and 30.13 or the Cessation Plan, the provisions of these Clauses 30.2 to 30.6 (inclusive) and 30.13 and the Cessation Plan shall prevail.

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

30.6 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit,

revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to any Set Aside Order.

30.7 Without prejudice to the Authority's rights of termination implied into the Contract by section 78(1) of the Procurement Act 2023 but subject to Clause 30.8, in the event that the Authority exercises its right to terminate pursuant to this Clause 30.7 (a "**Public Procurement Termination Event**"), the Authority shall promptly notify the Service Provider and the Parties agree that:

30.7.1 the provisions of Clause 29 and these Clauses 30.7 to 30.13 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and

30.7.2 if there is any conflict or discrepancy between the provisions of Clause 29 and these Clauses 30.7 to 30.13 or the Cessation Plan, the provisions of these Clauses 30.7 to 30.13 and the Cessation Plan shall prevail.

30.8 In the event of a Public Procurement Termination Event, the Authority shall serve a notice on the Service Provider of its intention to terminate which shall:

30.8.1 provide the Authority's reasons for considering that Public Procurement Termination Grounds have occurred and the reasons for the Authority deciding to terminate on this basis; and

30.8.2 invite the Service Provider to make representations to the Authority about the occurrence of the Public Procurement Termination Grounds and the Authority's decision to terminate; and

30.8.3 specify the period within which the Service Provider must make such representations,

and on expiry of the period referred to in Clause 30.8.3 above, if after considering the Service Provider's representations, the Authority is satisfied that the Public Procurement Termination Grounds apply the Authority may terminate the Contract in accordance with Clause 30.7.

30.9 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 30.7 to 30.12 inclusive.

30.10 As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

30.10.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may

specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and

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

in accordance with the provisions of these Clauses 30.7 to 30.12 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.

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

30.12 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract as a result of Public Procurement Termination Grounds.

30.13 For the avoidance of doubt, the provisions of this Clause 30 (and applicable definitions) shall survive any termination of the Contract following a Set Aside Order or termination on Public Procurement Termination Grounds.

### 31. **Survival**

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 15, 17-21 (inclusive), 22.2, 23-27 (inclusive), 29, 30-33 (inclusive), 35-42 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

### 32. **Rights of Third Parties**

32.1 Save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**Third Party Act**"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.

32.2 Notwithstanding Clause 32.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

### 33. **Contract Variation**

Save where the Authority may require an amendment to the Services and/or this Contract is amended pursuant to the Service Provider's exercise of any Supply Chain Finance Option, the Contract may only be varied or amended with

the written agreement of both Parties. Save for any variations or amendments to reflect the Service Provider's exercise of any Supply Chain Finance Option (the mechanism for which is set out at Part 2 of Schedule 6) the details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Part 1 of Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

**34. Novation**

34.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).

34.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.

34.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

**35. Non-Waiver of Rights**

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 37. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

**36. Illegality and Severability**

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

**37. Notices**

37.1 With the exception of invoices, any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand or prepaid recorded delivery first class post addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address notified to the other Party in writing in accordance with this Clause as an address to

which notices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

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

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

## 38. **Entire Agreement**

38.1 Subject to Clause 38.2:

38.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

38.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

38.2 Nothing in this Clause 38 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

## 39. **Counterparts**

This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

## 40. **Relationship of the Parties**

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

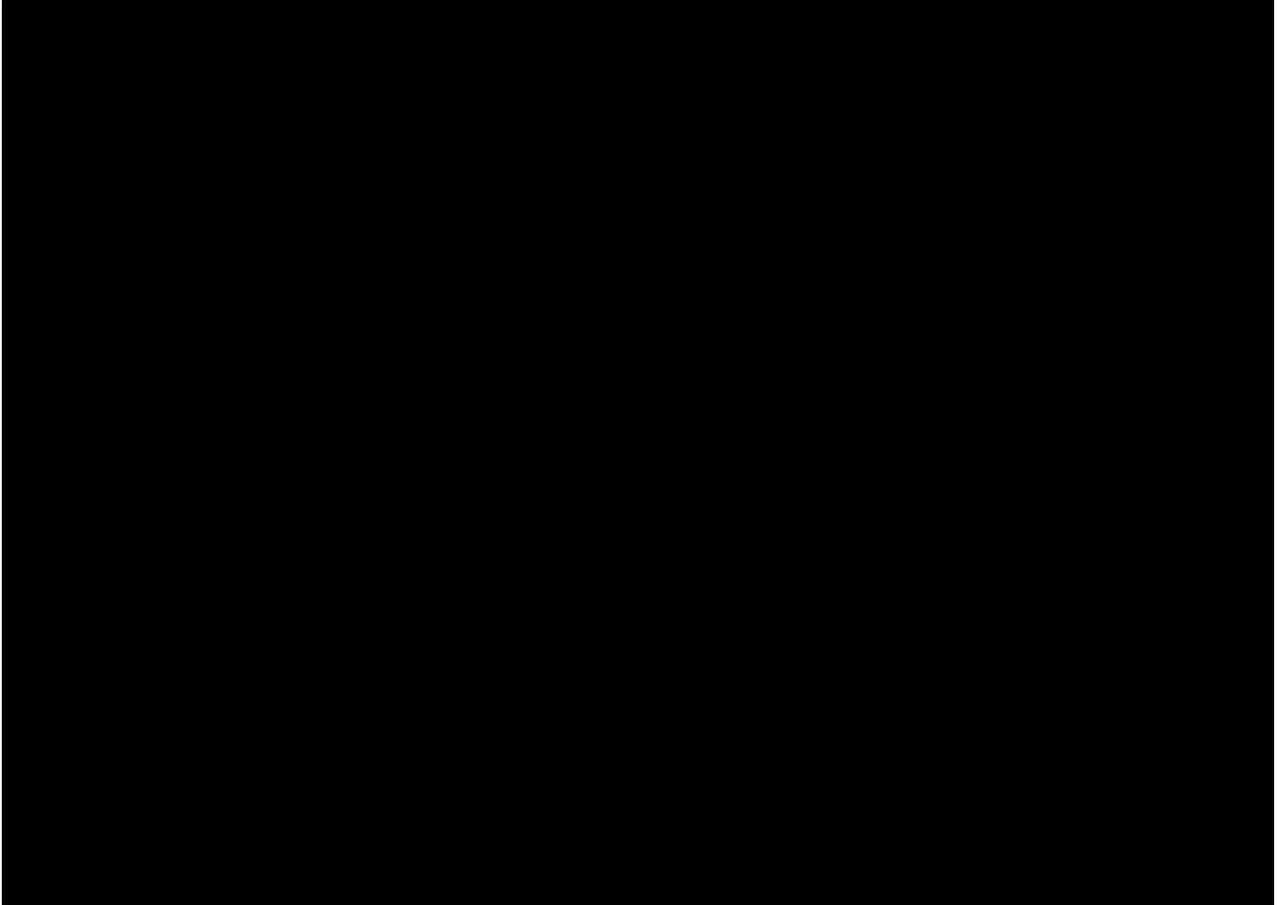
## 41. **Further Assurance**

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

**42. Governing Law**

- 42.1 The Contract shall be governed by and construed in accordance with the law of England and Wales.
- 42.2 Without prejudice to Clause 27, 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.
- 42.3 Either Party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.
- 42.4 Subject to Clause 42.3, 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.

**THE CONTRACT** has been signed for and on behalf of the Parties the day and year written above.



**SCHEDULE 1**

**KEY CONTRACT INFORMATION**

**Contract Reference Number:** GLA 82795 - Shadow Credit Rating Reports

**Name of Service Provider:** Sensus Financial Advisory Ltd

**Commencement:**

(a) **Contract Commencement Date:** 7<sup>th</sup> January 2026

(b) **Service Commencement Date:** 7<sup>th</sup> January 2026

**Duration/Expiry Date:** Duration of 2 year 8 months, and expire on the 30<sup>th</sup> September 2028, with the option to extend up to a further 1 year.

**Payment (see Clauses 5.1 and 5.4):**

**Clause 5.1**

Where no alternative is listed, the payment period shall be 4-weekly

**Clause 5.4**

Where no alternative is listed, payment must be made within 30 days of receipt of invoices (within 10 days for SMEs).

**Email address where PDF Invoices shall be sent:**

[Redacted email address]

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

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

[Redacted Contract Manager details]

**Details of the Authority's Procurement Manager**

[Redacted Procurement Manager details]

**Service Provider's Key Personnel:**



**Notice period in accordance with Clause 28.5 (termination without cause):**

30 days

**Address for service of notices and other documents in accordance with Clause 37:**

**For the Authority:** [Redacted]

[Redacted]

**For the Service Provider:** [Redacted]

[Redacted]

**Office facilities to be provided to the Service Provider in accordance with Clause 11.3:**

Not Applicable

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

Not Applicable





**SCHEDULE 3**  
**SPECIFICATION**

# **Specification**

## **GLA 82795 - Shadow Credit Rating Reports**

TfL Restricted

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## **1. ORGANISATIONAL OVERVIEW**

### **1.1 Organisation**

The GLA was established by the GLA Act 1999. Its staff are appointed by the Head of Paid Service, the GLA's most senior official, and serve both the Mayor and the London Assembly.

The corporate roles undertaken by GLA staff include:

Spending money wisely - the GLA's budget and business planning documents clearly set out how Londoners' money is being spent.

Maintaining high standards - the GLA upholds the highest standards of conduct and maintains registers of gifts and hospitality and of interests for its members and senior staff

Governing the Organisation - the GLA has developed a transparent and comprehensive approach to corporate governance which is overseen by its Corporate Management Team

Electing the Mayor and Assembly - the GLA's Greater London Returning Officer (GLRO) oversees the administration of GLA elections which are held every four years.

Further information on GLA can be found on the following website, and GLA expects that you will review the publicly available material relating to various aspects of this procurement: [www.london.gov.uk](http://www.london.gov.uk)

### **1.2 Business Unit**

Financial Services is part of the Chief Finance Officer Directorate supporting the GLA Mayor directorates with budget setting, financial reporting and financial controls. The team consist of Finance Business Partners, Management Accounting Officers and the Technical Accountancy team. The Technical Accountancy team lead on the preparation of the statutory financial statements.

## **2. INTRODUCTION**

### **2.1 Background**

International Financial Reporting Standard, IFRS 9 Financial Instruments requires the calculation of the expected credit allowance (ECL) on loans advanced to third parties (the borrower). The credit rating of the borrower is a key input in determining the probability of default which is used the ECL calculation. The ECL is a measure of exposure to default and financial loss and is recognised as a provision in the annual financial statements.

There is current contract for the provision of the credit ratings has ended and the service is being re-tendered.

### **3. SCOPE**

#### **3.1 General Requirement & Deliverables**

The GLA requires a Service Provider to provide shadow credit ratings of circa fifteen entities to which the GLA and GLA Land and Property have advanced loans. At present these are loans to property developers, housing associations, financial intermediaries, charities and Business and Consumer Services. The credit ratings will be used by GLA and its subsidiary, GLA Land and Property Limited in the expected credit loss calculations that informs the expected credit loss calculation required under International Financial Reporting Standard 9 – Financial Instruments.

A separate credit rating report will be required for each entity. The credit rating has to take into account the relevant sector and be in the form of a shadow credit rating report.

The credit ratings will be required annually.

The GLA will confirm by the end of the first week in January, the entities requiring a credit rating for that financial year.

The Service Provider will provide the financial data templates mid- January each year.

The completed financial data templates will be submitted to the Service Provider at the end of February.

Draft credit rating reports are required at the latest 4 weeks later, at the end of March.

The Service Provider will be required to respond to external audit queries within 2 working days and to action any agreed changes such as updating the reports or amending the credit rating.

Final credit rating reports shall be issued once the credit ratings have been reviewed by the external auditors.

The Service Provider is to include a sample credit rating report in the tender pack.

The GLA may also require assistance with the estimation of loss given defaults on loans it has issued, to assist with the calculation of expected credit losses, as required under IFRS 9, Financial Instruments.

Data Privacy requirements – The shadow credit rating reports require financial data supplied by the borrowers to be submitted by the GLA to the Service Provider. This financial data is confidential.

No handover is required from the current to the new provider, if applicable.

The requirement is individual reports for circa 15 entities, however this is subject to change, depending on loan repayments and any new loans issued, therefore we are requesting a price per report.

Delivery method of the reports – Draft reports are to be emailed to the GLA, with final reports emailed on completion of the audit. Our external auditors may challenge assumptions or inputs, and the credit rating report may need to be amended accordingly.

#### 4. PROJECT PLAN/TIMESCALES

Services will begin 5<sup>th</sup> January 2026, for a duration of 2 year 8 months, and expire 30<sup>th</sup> September 2028, with the option to extend up to 1 year.

<b>Deliverable*</b>	<b>Date</b>
Submit draft shadow credit rating report(s) to GLA, subject to audit	End of March 2026
Submit draft shadow credit rating report(s) to GLA, subject to audit	End of March 2027
Submit draft shadow credit rating report(s) to GLA, subject to audit	End of March 2028
Submit draft shadow credit rating report(s) to GLA, subject to audit	End of March 2029

*\* As mentioned above, the service provider will be required to respond to external audit queries within 2 working days and to action any agreed changes such as updating the reports or amending the credit rating. The GLA audit will usually run between July and October. Following this, final credit rating reports shall be issued once the credit ratings have been reviewed by the external auditors.*

## SCHEDULE 4

### CHARGES

The maximum total contract value is £144,000. The total annual charge will depend on the type of report and how many entities required reports.

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED] – [REDACTED]

**SCHEDULE 5**  
**PROJECT PLAN**

<b>Deliverable*</b>	<b>Date</b>
Submit draft shadow credit rating report(s) to GLA, subject to audit	End of March 2026
Submit draft shadow credit rating report(s) to GLA, subject to audit	End of March 2027
Submit draft shadow credit rating report(s) to GLA, subject to audit	End of March 2028
Submit draft shadow credit rating report(s) to GLA, subject to audit	End of March 2029

*\*The service provider will be required to respond to external audit queries within 2 working days and to action any agreed changes such as updating the reports or amending the credit rating. The GLA audit will usually run between July and October. Following this, final credit rating reports shall be issued once the credit ratings have been reviewed by the external auditors.*

**SCHEDULE 6  
FORM FOR VARIATION**

**Part 1 VARIATION**

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone: *[to be inserted]*

Date: *[to be inserted]*

**AUTHORITY FOR VARIATION TO CONTRACT (AVC)**

Pursuant to Clause 33 of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
<b>ALLOWANCE TO THE AUTHORITY</b>	
<b>EXTRA COST TO THE AUTHORITY</b>	
<b>TOTAL</b>	

..... (print name)  
 For the Authority (signed)

<b>ACCEPTANCE BY THE SERVICE PROVIDER</b>	
<b>Date</b>	<b>Signed</b>

## **Part 2 – SUPPLY CHAIN FINANCE OPTION RELATED VARIATIONS**

1. The authority is developing a scheme and system whereby the service provider may be permitted, at the authority's sole discretion, to seek payment of invoices in respect of charges under this contract within a time period less than the 30 days of receipt set out clause 5.4.1 in consideration for a reduction in the charges due thereunder (the "supply chain finance option").
2. The service provider hereby agrees that where such requests are made by the service provider and approved by the authority, by way of such process and/or systems put in place by the authority acting either on its own behalf or by or via its employees, agents, contractors or otherwise such request, approval and resulting accelerated and reduced payment shall constitute the service provider's exercise of the supply chain finance option and the valid and legally binding:
  - 2.1 Variation by the parties of the related charges due and payable to the service provider under this contract; and
  - 2.2 Waiver by the service provider of any right held previously by it to invoice for and be paid the amount by which the charges are reduced pursuant to its exercise of the supply chain finance option.

**SCHEDULE 7**

**CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS**

Not Applicable



**SCHEDULE 9**

**HEAVY GOODS VEHICLE DIRECT VISION STANDARD SCHEDULE**

Not Applicable

## **APPENDIX 1 – TENDERERS PROPOSAL**









































