

Dated

2023

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF BARNET
and
DSSL GROUP LIMITED**

**CONTRACT FOR THE REPLACEMENT AND UPGRADE OF CCTV CAMERAS
CREATION OF A NEW CONTROL AND EQUIPMENT ROOM AND
ASSOCIATED MAINTENANCE SERVICES**

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THIS AGREEMENT IS MADE ON THE DAY OF 2023

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of 2 Bristol Avenue, Colindale, NW9 4EW (the "**Authority**"); and
- (2) **DSSL GROUP LIMITED** a company incorporated and registered in England and Wales with company number 06993052 whose registered office is at 1-3 Britannia Court, Burnt Mills Industrial Estate, Basildon, Essex, United Kingdom, SS13 1EU (**Supplier**).

RECITALS

- (A) On 30 September 2022, the Authority advertised on the UK e-notification service (reference 022/S 000-027497), inviting prospective suppliers to submit proposals for the replacement and upgrade of CCTV cameras, the creation of a new control and equipment room, and the provision of associated maintenance services.
- (B) On the basis of the Supplier's response to the advertisement and subsequent tender process, the Authority selected the Supplier to provide the services and the Supplier is willing and able to provide such services in accordance with the terms of this agreement.
- (C) Accordingly, the parties have agreed to enter into a contract for the provision of the Services (as defined below) on the terms and conditions of this agreement.

IT IS HEREBY AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

"**Achieved KPIs**" means in respect of any Service in any measurement period, the standard of performance actually achieved by the Supplier in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the KPI for that Service is calculated and expressed in Schedule 2).

"Additional KPIs" means the additional KPIs set out at Schedule 2

"Authorised Representatives" means the persons respectively designated as such by the Authority and the Supplier, the first such persons being set out in Schedule 4.

"Authority Assets" means any materials, plant or equipment owned or held by the Authority and provided by the Authority to the Supplier for use in providing the Services as identified in **Error! Reference source not found.**

"Authority Premises" means the buildings and premises specified in **Error! Reference source not found.**, or as otherwise agreed between the parties in accordance with the Change Control Procedure.

"Best Industry Practice" means the standards which fall within the upper quartile in the CCTV industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the KPIs, the Term, the pricing structure and any other relevant factors.

"Business Continuity and Disaster Recovery Plan" means the business continuity and disaster recovery plan prepared pursuant to Schedule 5 as amended from time to time.

"Catastrophic Failure"

- (a) a failure by the Supplier for whatever reason to implement the Business Continuity and Disaster Recovery Plan successfully and in accordance with its terms on the occurrence of a business interruption event or Disaster.
- (b) any action by the Supplier, whether in relation to the Services and this agreement or otherwise, which in the reasonable opinion of the Authority's Authorised Representative has or may cause significant harm to the reputation of the Authority.

"Change" means any change to this agreement including to any of the Services.

"Change Control Note" means the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.

"Change Control Procedure" means the procedure for changing this agreement, as set out in Schedule 6.

"Change in Law" means any change in any Law which impacts on the performance of the Services and which comes into force after the Commencement Date.

"Charges" means the charges which shall become due and payable by the Authority to the Supplier in respect of the Services in accordance with the provisions of this agreement, as such charges are set out in Schedule 3.

"Commencement Date" means the date of this agreement.

"Commercially Sensitive Information" means the information listed in Schedule 10 comprising the information of a commercially sensitive nature relating to the pricing of the Services, the Supplier's intellectual property rights or the Supplier's business operations which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss.

"Confidential Information" means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this agreement, including but not limited to:

- (a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii)

the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;

(b) any information developed by the parties in the course of carrying out this agreement;

(c) any Commercially Sensitive Information.

"Consistent Failure" means shall have the meaning set out in **Error! Reference source not found.** of Schedule 2.

"Contracts Finder" means the UK government's publishing portal for public sector procurement opportunities.

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

"Controller" means as defined in the Data Protection Legislation.

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and the guidance and codes of practice issued by the Information Commissioner and the Surveillance Camera Commissioner, or other relevant regulatory authorities and applicable to a party (including but not limited to the Surveillance Camera Code of Practice).

"Data Subject" means as defined in the Data Protection Legislation.

"Dispute Resolution Procedure" means the procedure set out in clause 18.

"Domestic law" means the law of the United Kingdom or a part of the United Kingdom.

"EIRs" means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice

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

"Exit Management Plan" means the plan set out in Schedule 8.

"FOIA" means the Freedom of Information Act 2000 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

"Force Majeure" means any circumstance not within a party's reasonable control including, without limitation:

- (d) acts of God, flood, drought, earthquake or other natural disaster;
- (e) epidemic or pandemic;
- (f) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (g) nuclear, chemical or biological contamination or sonic boom;
- (h) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- (i) collapse of buildings, fire, explosion or accident; and

but excluding any labour or trade dispute, strikes, industrial action or lockouts relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub-Contractor's supply chain.

"Health and Safety Policy" means the health and safety policy of the Authority being one of the Mandatory Policies.

"General Change in Law" means a Change in Law where the change is of a general legislative nature, or which generally affects or relates to the supply of services which are the same as, or similar to, the Services.

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

"Goods" means

"Information" means has, for the purposes of clause 23, the meaning given under section 84 of FOIA.

"Initial Term" means the duration of the agreement starting at 00.01 am on the Commencement Date and ending at 11.59 pm on the day before the third anniversary of the Commencement Date.

"Insolvency Event" means where:

- (c) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (d) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of that other party;
- (e) the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the

Supplier (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership);
- (h) the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver; (i) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (i) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (j) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (c) to (j) (inclusive); or
- (l) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

"Installation Works" means as defined in clause 4.3

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

"KPIs" means the key performance indicators for all and each part of the Services as specified in Schedule 2.

"Key Personnel" means those personnel identified Schedule 4 for the roles attributed to such personnel, as modified pursuant to clause 13.

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

"Mandatory Policies" means the Authority's policies listed in Schedule 1, as amended by notification to the Supplier from time to time.

"Method Statements" means the detailed method statements submitted with the Supplier's Tender and included at Schedule 2 setting out how the Supplier will deliver all of the Authority's requirements identified in the Specification at Schedule 1 including the Supplier's Project Implementation Plan, the new CCTV Control Room works, and transmission migration to fibre from wireless, plans and the procedural approach for the end-to-end delivery of the Services.

"Necessary Consents" means all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents (whether statutory, regulatory, contractual or otherwise) necessary from time to time for the provision of the Services.

"Personal Data" means as defined in the Data Protection Legislation.

"Processor" means as defined in the Data Protection Legislation.

"Prohibited Act" means the following:

- (m) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity;
- (n) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;
- (o) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation or common law concerning fraudulent acts;
 - (iii) of defrauding, attempting to defraud or conspiring to defraud the Authority.
- (p) any activity, practice or conduct which would constitute one of the offences listed under (n) above, if such activity, practice or conduct had been carried out in the UK.

"Prohibited Plastic Items" means the single-use plastic items listed in ANNEX to Schedule 1.

"Priority KPIs" means the priority KPIs set out at Schedule 2

"Project Implementation Plan" means the project implementation plan submitted with the Supplier's Tender at Schedule 2

"Regulated Activity" in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

"Regulated Activity Provider" means shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.

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

"Relevant Transfer" means a relevant transfer for the purposes of TUPE.

"Remediation Notice" means a written notice given by the Authority to the Supplier pursuant to clause 28 to initiate the Remediation Plan Process.

"Remediation Plan" means the plan agreed in accordance with clause 28 for the resolution of a Supplier's default in complying with its obligations under this agreement.

"Remediation Plan Process" means the process for resolving certain of the Supplier's defaults as set out in clause 28.

"Replacement Services" means any services that are identical or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the termination or expiry of this agreement, whether those services are provided by the Authority internally or by any Replacement Supplier.

"Replacement Supplier" means any third party supplier of Replacement Services appointed by the Authority from time to time.

"Representatives" means, in relation to party, its employees, officers, contractors, subcontractors, representatives and advisors.

"Request for Information" means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

"Services" means the services to be delivered by or on behalf of the Supplier under this agreement, as more particularly described in Schedule 1.

"Service Credits" means a sum which the Authority is entitled to deduct or invoice for a Service Failure as specified in Part 2 of Schedule 2.

"Service Failure" means a shortfall or failure by the Supplier to deliver any part of the Services in accordance with any Target KPI.

"Small Works" means minor works that may be required to be carried out in addition to the Works specified in the Specification.

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

"Supplier's Tender" means the tender submitted by the Supplier and other associated documentation set out in Schedule 2.

"Services" means the services to be delivered by or on behalf of the Supplier under this agreement, as more particularly described in Schedule 1.

"Sustainability report" means the report to be submitted to the Authority by the Supplier in accordance with clause 7.4.

"Sub-Contract" means any contract or agreement, or proposed contract or agreement, between the Supplier and a third party

pursuant to which that third party agrees to provide to the Supplier the Services or any part of the Services.

"Sub-Contractor" means a person with whom the Supplier enters into a Sub-Contract[, and any third party with whom that third party enters into a subcontract or its servants or agents].

"Target KPI" means the minimum level of performance for a KPI which is required by the Authority as set out against the relevant KPI in Schedule 2.

"Term" means the period of the Initial Term as may be varied by:

- (q) any extension pursuant to clause 2.2; or
- (r) the earlier termination of this agreement in accordance with its terms.

"Termination Date" means the date of expiry or termination of this agreement.

"Termination Notice" means any notice to terminate this agreement which is given by either party in accordance with clause 29 or clause 30.

"Termination Payment Default" means is defined in Schedule 3.

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).

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

"Work Programme" means the updated and agreed work programme based on the Project Implementation Plan submitted with the Supplier's Tender

"Working Day" means Monday to Friday, excluding any public holidays in England and Wales.

"Working Hours" means the period from 9.00am to 5.00pm on any Working Day.

“Works” the replacement and upgrading of the existing CCTV cameras and/or assets and/or Premises and the upgrade of the transmission network and all associated engineering, fit out, and building works for the new CCTV Control Room at Colindale Avenue.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes any subordinate legislation made under it, in each case from time to time.
- 1.9 A reference to **writing** or **written** excludes fax but not email.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document as varied from time to time.

- 1.12 References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.13 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.14 If there is any conflict or ambiguity between any of the provisions in the main body of this agreement and the schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the agreement;
 - (b) Schedule 1 to this agreement;
 - (c) the remaining schedules to this agreement other than Schedule 2;
 - (d) Schedule 2 to this agreement.

Where there is any conflict or inconsistency between the provisions of this agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Supplier has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and the Supplier has notified the Authority in writing.

2. COMMENCEMENT AND DURATION

- 2.1 This agreement shall take effect on the Commencement Date and shall continue for the Initial Term.
- 2.2 The Authority may, by giving the Supplier not less than six months' written notice prior to expiry of the Initial Term, request the extension of this agreement in respect of the whole (or part) of the Services and on the same terms *mutatis mutandis*, for a period or periods of up to two years from the day following expiry of the Initial Term.

2.3 The Authority may therefore elect to request the extension to the Initial Term pursuant to sub clause 2.2 by one year only from the day following expiry of the Initial Term, and thereafter request a further extension for a further year.

3. DUE DILIGENCE AND SUPPLIER'S WARRANTY

3.1 The Supplier acknowledges and confirms that:

- (a) the Authority has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this agreement, including arranging site visits prior to the closing date for submission of the Supplier's Tender;
- (b) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of the Authority pursuant to clause (a);
- (c) it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Commencement Date) of all relevant details relating to the performance of its obligations under this agreement (including without limitation the suitability of Authority Premises); and
- (d) it has entered into this agreement in reliance on its own due diligence.

3.2 No representations, warranties or conditions are given or assumed by the Authority in respect of any information which is provided to the Supplier by the Authority and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

3.3 The Supplier:

- (a) warrants and represents that all information and statements made by the Supplier as a part of the procurement process,

including without limitation the Supplier's Tender or response to any selection or pre-qualification questionnaire (if applicable), remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the agreement; and

(b) shall promptly notify the Authority in writing if it becomes aware during the performance of this agreement of any inaccuracies in any information provided to it by the Authority during such due diligence which materially and adversely affects its ability to perform the Services or meet any Target KPIs.

3.4 The Supplier shall not be entitled to recover any additional costs or charges from the Authority arising as a result of, nor be relieved from any of its obligations under this agreement on the ground of, any matters or inaccuracies notified to the Authority by the Supplier in accordance with clause (b) save where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with fundamentally misleading information by or on behalf of the Authority and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Supplier may recover such reasonable additional costs from the Authority or shall be relieved from performance of certain obligations as shall be determined by the Change Control Procedure.

THE SERVICES AND WORKS

4. SUPPLY OF SERVICES AND EXECUTION OF WORKS

4.1 The Supplier shall provide the Services to the Authority with effect from the Commencement Date for the duration of the Term in accordance with the provisions of this agreement, including without limitation Schedule 1 and Schedule 2, including without limitation in compliance with the Project Implementation Plan, the Method Statements, and the Work Programme.

- 4.2 In providing the Services, the Supplier shall at all times:
- (a) without prejudice to clause 5, provide the Services with reasonable care and skill and in accordance with Best Industry Practice;
 - (b) ensure that all Goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
 - (c) obtain, maintain and comply with all Necessary Consents at its own cost (unless otherwise agreed in writing with the Authority).
 - (d) allocate sufficient resources to provide the Services in accordance with the terms of this agreement;
 - (e) ensure that any of the Supplier's Personnel who are engaged in the provision of any of the Services shall, if required by the Authority, attend such meetings at the premises of the Authority or elsewhere as may be reasonably required by the Authority; and
 - (f) provide such reasonable co-operation and information in relation to the Services to such of the Authority's other suppliers and stakeholders as the Authority may reasonably require for the purposes of enabling any such person to create and maintain any interfaces reasonably required by the Authority, including but not limited to the Metropolitan Police.
 - (g) be and remain during the Term certified by the National Security Inspectorate (NSI) NACOSS Gold Scheme for CCTV Systems to NCP 104.3 (November 2017)
- 4.3 This agreement includes an obligation on the Supplier to decommission, replace and/or upgrade as appropriate the Authority's existing CCTV camera network and/or the Authority's

Premises and/or Assets, and to fit out and install equipment at the new CCTV Control Room (the "Installation Works").

- 4.4 The Supplier shall complete the Installation Works in accordance with the NSI code of practice for design, installation and maintenance of CCTV surveillance systems NCP 104.3 November 2017 standard. Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Authority in writing. Following receipt of such notice, the Authority shall inspect the Installation Works and shall, by giving written notice to the Supplier:
- 4.4.1 accept the Installation Works, or
 - 4.4.2 reject the Installation Works and provide reasons to the Supplier if, in the Authority's reasonable opinion, the Installation Works do not meet the requirements set out in this agreement.
- 4.5 If the Authority rejects the Installation Works in accordance with clause 4.4.2 the Supplier shall immediately rectify or remedy any defects and if, in the Authority's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in this agreement, the Authority may terminate this agreement for material default.
- 4.6 The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Authority in accordance with clause 4.4.1. Notwithstanding the acceptance of any Installation Works in accordance with clause 4.4 the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the Specification and otherwise to this agreement. No rights of estoppel or waiver shall arise as a result of the acceptance by the Authority of the Installation Works.

- 4.7 Throughout the Term, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.
- 4.8 The Supplier shall appoint a principal designer and a principal contractor under Part 3 (Health and safety duties and roles) of The Construction (Design and Management) Regulations 2015 to manage the Installation Works, who must have the skills, knowledge and experience, and the Supplier must have the organisational capability, necessary to fulfil the role that they are appointed to undertake, in a manner that secures the health and safety of any person affected by the Installation Works.
- 4.9 All materials supplied and work carried out under this agreement must comply in all respects with the recommendations set out in the current edition and latest amendments of the following non-exhaustive publications and any other relevant applicable law:
- (a) The Construction (Design and Management) Regulations 2015
 - (b) The HSE (Managing health and safety in construction) Construction (Design and Management) Regulations 2015 - Guidance on Regulations 2015.
 - (c) London Borough of Barnet Utility and Highways Charter
 - (d) The Traffic Management Act 2004
 - (e) The London Permit scheme
<https://content.tfl.gov.uk/london-permit-scheme-document-2015.pdf>
 - (f) Well managed Highway Infrastructure Code of Practice – Guidance notes 22 (Minor Structures)
<https://www.theihe.org/asset-management-toolkit-minor-structures/>
 - (g) National Highway Sector Scheme 8 (NHSS8) - Highway Electrical

- (h) BS EN 62676-4:2015 Video surveillance systems for use in security applications
- (i) The Institution of Engineering and Technology (IET) Requirements for Electrical Installations IET Wiring Regulations BS7671:2018 (18th Edition, as amended)
- (j) British Telecom Standards of Wiring and Audio Requirements SIN 351 (SIN Suppliers' Information Note)
- (k) The Electromagnetic Compatibility Regulations Directive 2014/30/EU
- (l) Regulations of the electrical power supply authority
- (m) Health and Safety at Work Act 1974
- (n) HSE publication HS(R) 25 Memorandum of guidance on the Electricity at Work Regulations 1989
- (o) Data Protection Legislation
- (p) The Amended Surveillance Camera Commissioner's Code of Practice – 2022
- (q) Protection of Freedoms Act 2012
- (r) BSIA Planning, installation & maintenance of CCTV systems – code of practice
- (s) New Roads and Street Works Act 1991
- (t) Volume 1: NJUG Guidelines on the Positioning and Colour Coding of Underground Utilities' Apparatus (Issue 4)
- (u) The Waste Electrical and Electronic Equipment Regulations 2013

4.10 The Authority must agree all work in any Authority Premises including approving risk assessments and method statements and hours of work.

5. KPIs

- 5.1 Where any Service is stated in Schedule 2 to be subject to a specific KPI, the Supplier shall provide that Service in such a manner as will ensure that the Achieved KPI in respect of that Service is equal to or higher than the corresponding Target KPI to such specific KPI.
- 5.2 If the existing Services are varied or new Services are added, Target KPIs for the same will be determined by the parties and included within Schedule 2.
- 5.3 The Supplier shall provide monthly reports summarising the Achieved KPIs as provided for in clause 16.
- 5.4 In the event that any Achieved KPI falls short of the relevant Target KPI, without prejudice to any other rights the Authority may have, the provisions of clause 12 shall apply.

6. COMPLIANCE AND CHANGE IN LAWS

- 6.1 In performing its obligations under this agreement, the Supplier shall at all times comply with:
 - (a) all applicable Law;
 - (b) the Mandatory Policies.

The Supplier shall maintain such records as are necessary pursuant to the Laws and Mandatory Policies and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by the Authority (or its authorised representative).

- 6.2 Without limiting the generality of the obligation under clause 6.1, the Supplier shall (and shall procure that the Supplier Personnel shall) perform its obligations under this agreement (including those in relation to the Services) in accordance with:
 - (a) all applicable Law regarding health and safety; and
 - (b) the Health and Safety Policy whilst at the Authority Premises.

- 6.3 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority Premises of which it becomes aware and which relate to or arise in connection with the performance of this agreement. The Supplier shall instruct the Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
- 6.4 Without limiting the general obligation set out in clause 6.1, the Supplier shall (and shall procure that the Supplier Personnel shall):
- (a) perform its obligations under this agreement (including those in relation to the Services) in accordance with:
 - (i) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) the Authority's equality and diversity policy as provided to the Supplier from time to time; and
 - (iii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law;
 - (b) take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).
- 6.5 The Supplier shall monitor and shall keep the Authority informed in writing of any changes in the Law which may impact the Services and shall provide the Authority with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes. The Supplier shall only implement such changes in accordance with the Change Control Procedure.

6.6 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms of this agreement nor be entitled to an increase in the Charges as the result of a General Change in Law.

7. SUPPLIER ENVIRONMENTAL OBLIGATIONS

7.1 The Supplier shall ensure that:

- (a) its operations comply with all applicable environmental Law, including in relation to waste disposal, GHG emissions and the handling of hazardous and toxic materials;
- (b) the Goods it manufactures (including the inputs and components that it incorporates into its Goods) comply with environmental Law;
- (c) it will only use packaging materials that comply with applicable environmental Law.

7.2 The Supplier shall have in place a suitable environmental management system for managing its environmental risks, which as a minimum must:

- (a) assess the environmental impact of all past, current and future operations;
- (b) specify steps to continuously improve environmental performance, and reduce pollution, emissions and waste;
- (c) specify measures to reduce the use of all raw materials, energy and supplies;
- (d) require Supplier Personnel to be trained in environmental matters.

7.3 The Supplier shall, in performing its obligations under this agreement:

- (a) comply with any environmental related KPIs in Schedule 2;

- (b) not provide to the Authority any Goods or deliverables comprising wholly or partly of Prohibited Plastic Items;
- (c) not use any Goods or deliverables which comprise wholly or partly of a Prohibited Plastic Item to provide the Services unless the use is either related to management of the Supplier's general operations, or otherwise agreed in writing with the Authority;
- (d) minimise the release of GHG emissions, air pollutants and other substances damaging to health and the environment in providing the Services taking into account factors including the locations from which materials are sourced, transport of materials, work-related travel by Supplier Personnel, emissions from Supplier offices and equipment.

7.4 On each anniversary of the Commencement Date, the Supplier shall complete and submit to the Authority a Sustainability Report in relation to the Services being provided, which shall be in the form specified in Schedule 4 and include contain information on:

- (a) the Supplier's GHG emissions using the most recent government conversion factors for greenhouse gas reporting;
- (b) the Supplier's water use (in metres cubed);
- (c) the Supplier's energy consumption relating to assets used at Authority Premises or other locations;
- (d) transport use (and resulting GHG emissions) for Goods delivered to, or Supplier Personnel travel to, Authority Premises or other Authority locations;
- (e) volume of waste produced at Authority Premises or other locations that relate to the provision of the Services; and
- (f) the overall sustainability impact of the Services, including improvements identified by the Supplier, new policies or targets adopted to reduce the environmental impact of the Supplier's

operations and contributions towards any Authority environmental policies or targets.

7.5 The Authority may audit the Supplier's compliance with this clause 7 in accordance with clause 26.

8. USE OF AUTHORITY PREMISES AND ASSETS

8.1 With effect from the Commencement Date, the Authority shall grant the Supplier a non-exclusive and revocable licence to enter the Authority Premises for the sole purpose of providing the Services to the Authority. The licence shall be subject to the conditions of this agreement, is personal to the Supplier and is not deemed to create a relationship of landlord and tenant between the parties.

8.2 The licence granted pursuant to clause 8.1 shall terminate immediately on the Termination Date.

8.3 The Supplier shall ensure that visiting or using the Authority Premises, the Supplier Personnel shall:

- (a) keep the Authority Premises clean, tidy and properly secure;
- (b) co-operate as far as may be reasonably necessary with the Authority's employees;
- (c) act in such a way as to avoid causing unreasonable or unnecessary disruption to the routine and procedures of the Authority; and
- (d) comply with all the rules and regulations that the Authority notifies to the Supplier from time to time in writing relating to the use and security of the Authority Premises.

8.4 The Supplier shall ensure that the Supplier Personnel shall not:

- (a) obstruct access to the Authority Premises, or any part of them;
or
- (b) do or permit to be done on the Authority's Premises anything which is illegal or which may be or become a nuisance,

damage, inconvenience or disturbance to the Authority or the occupiers of or visitors to the Authority Premises.

- 8.5 The Supplier shall ensure that any Authority Assets are:
- (a) used with all reasonable care and skill and in accordance any manufacturer guidelines or instructions;
 - (b) kept properly secure; and
 - (c) not removed from the Authority Premises unless expressly permitted under this agreement or agreed in writing with by the Authority's Authorised Representative.
- 8.6 The Authority shall maintain and repair the Authority Assets but where such maintenance or repair arises directly from the act, omission, default or negligence of the Supplier Personnel (fair wear and tear excluded) the costs incurred by the Authority in maintaining and repairing the same shall be recoverable from the Supplier as a debt.
- 8.7 The Supplier shall notify the Authority immediately on becoming aware of any damage caused by the Supplier Personnel to any property of the Authority or other recipient of the Services, or to any of the Authority Premises in the course of providing the Services. The Supplier shall be responsible for the reasonable costs of repair or replacement and, without prejudice to its other rights and remedies under this agreement or otherwise, the Authority shall be entitled to set off such reasonable costs of repair or replacement against sums owing to the Supplier under this agreement.
- 8.8 Subject to the requirements of clause 33 and the Exit Management Plan, in the event of the expiry or termination of the agreement, the Authority shall on reasonable notice provide the Supplier with such access as the Supplier reasonably requires to the Authority Premises to remove any of the Supplier's equipment. All such equipment shall be promptly removed by the Supplier.

9. BUSINESS CONTINUITY AND DISASTER RECOVERY

- 9.1 The Supplier shall ensure that it is able to implement the Business Continuity and Disaster Recovery plan at any time in accordance with its terms.
- 9.2 The Supplier shall test the Business Continuity and Disaster Recovery Plan on a regular basis (and, in any event no less than once every 12 months period from the Commencement Date). The Authority shall be entitled to participate in such tests as it may reasonably require.
- 9.3 Following each test, the Supplier shall send to the Authority a written report summarising the results of the test and shall promptly implement at the Supplier's expense any actions or remedial measures which the Authority reasonably considers to be necessary as a result of those tests.
- 9.4 The Supplier shall implement the Business Continuity and Disaster Recovery Plan if the Services are not available for more than twenty four hours.

10. CHARGES, INVOICING AND PAYMENT

- 10.1 The Authority shall pay the Charges to the Supplier in accordance with Schedule 3.
- 10.2 The Charges:
- (a) shall remain fixed during the Term; and
 - (b) are the entire price payable by the Authority to the Supplier in respect of the Services and include, without limitation, any royalties, consents, licence fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses and the cost of Supplier Personnel.
- 10.3 Except as otherwise provided in this agreement, the parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under this agreement.

- 10.4 The Supplier shall invoice the Authority for payment of the Charges at the time the Charges are expressed to be payable in accordance with Schedule 3. All invoices shall be directed to the Authority's Authorised Representative and shall contain such information as the Authority may inform the Supplier from time to time. Any such invoices shall take into account any Service Credits which have been accrued in the previous period.
- 10.5 The Authority shall accept for processing any electronic invoice submitted by the Supplier that complies with the standard on electronic invoicing provided that it is valid and undisputed. For these purposes, an electronic invoice complies with the standard of electronic invoicing where it complies with the standard and any of the syntaxes published in the UK version of Commission Implementing Decision (EU) 2017/1870 as it forms part of English law under the European Union (Withdrawal) Act 2018.
- 10.6 Where the Supplier submits an invoice to the Authority in accordance with clause 10.6, the Authority will consider and verify that invoice within 14 days. Where the Authority fails to do so, and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 10.7 35 days after the date on which it is received by the Authority.
- 10.7 The Authority shall pay the Supplier any Charges due under any invoice submitted to it by the Supplier within 14 days of verifying that the invoice is valid and undisputed.
- 10.8 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- (a) provisions having the same effect as clause 10.6 and clause 10.7 of this agreement; and
 - (b) a provision requiring the counterparty to that Sub-Contract to include in any subcontract which it awards provisions having

the same effect as clause 10.6 to clause 10.8 of this agreement.

- 10.9 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 18. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until seven days after resolution of the dispute between the parties.
- 10.10 Subject to clause 10.9, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this agreement in accordance with clause 11. The Supplier shall not suspend the supply of the Services if any payment is overdue unless it is entitled to terminate this agreement under clause 29.2 for failure to pay undisputed charges.
- 10.11 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice. The Supplier shall indemnify the Authority against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for, or to pay, any VAT relating to payments made to the Supplier under this agreement.
- 10.12 The Supplier shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Authority pursuant to this agreement. Such records shall be retained for inspection by the Authority for six years from the end of the Contract Year to which the records relate.
- 10.13 The Authority may at any time, set off any liability of the Supplier to the Authority against any liability of the Authority to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. Any

exercise by the Authority of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

11. INTEREST

11.1 Each party shall pay interest on any sum due under this agreement, calculated as follows:

- (a) Rate. 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- (b) Period. From when the overdue sum became due, until it is paid.

12. SERVICE CREDITS

If the Supplier commits a Service Failure, the Authority shall be entitled to either submit an invoice to the Supplier or make deductions from the Charges corresponding to Service Credit set out in Part 2 of Schedule 2.

STAFF

13. KEY PERSONNEL

13.1 Each party shall appoint the persons named as such in Schedule 4 as the individuals who shall be responsible for the matters allocated to such Key Personnel. The Key Personnel shall be those people who are identified by each party as being key to the success of the implementation and/or operation of the Services and who shall be retained on the implementation and/or operation of the Services for such time as a person is required to perform the role which has been allocated to the applicable Key Personnel. The Key Personnel shall have the authority to act on behalf of their respective party on the matters for which they are expressed to be responsible.

13.2 The Supplier shall not remove or replace any of the Key Personnel unless:

- (a) requested to do so by the Authority in accordance with clause 14.2 or clause 14.3;
- (b) the person is on long-term sick leave;
- (c) the element of the Services in respect of which the individual was engaged has been completed to the Authority's satisfaction;
- (d) the person resigns from their employment with the Supplier; or
- (e) the Supplier obtains the prior written consent of the Authority.

13.3 The Supplier shall ensure that the role of each of its Key Personnel is not vacant (in terms of a permanent representative) for more than seven Working Days. Any replacement shall be as, or more, qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom they have replaced. A temporary replacement shall be identified with immediate effect from the Supplier becoming aware of the role becoming vacant.

13.4 If the Supplier replaces the Key Personnel as a consequence of this clause 13, the cost of effecting such replacement shall be borne by the Supplier.

14. SUPPLIER PERSONNEL

14.1 At all times, the Supplier shall ensure that:

- (a) each of the Supplier Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
- (b) there is an adequate number of Suppliers Personnel to provide the Services properly;
- (c) only those people who are authorised by the Supplier (under the authorisation procedure to be agreed between the parties) are involved in providing the Services; and

(d) all of the Supplier Personnel comply with the Mandatory Policies.

14.2 The Authority may refuse to grant access to, and remove, any of the Supplier Personnel who do not comply with any of the Mandatory Policies, or if they otherwise present a security threat.

14.3 The Supplier shall replace any of the Supplier Personnel whom the Authority reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Supplier Personnel for any reason, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.

14.4 The Supplier shall maintain up-to-date personnel records on the Supplier Personnel engaged in the provision of the Services and shall provide information to the Authority as the Authority reasonably requests on the Supplier Personnel. The Supplier shall ensure that the Supplier Personnel cannot be individually identified from the information so provided.

14.5 The Supplier shall use its reasonable endeavours to ensure continuity of personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the Services is at least as good at the prevailing industry norm for similar services, locations and environments.

15. TUPE

The parties agree that the provisions of Schedule 9 shall apply to any Relevant Transfer of staff under this agreement.

CONTRACT MANAGEMENT

16. REVIEW AND MONITORING

16.1 Each party shall nominate an Authorised Representative who will have authority to act on its behalf and contractually bind it in respect of all matters relating to the performance of this agreement. The first

Authorised Representatives are listed in Schedule 4. The Authorised Representatives will co-ordinate and manage the provision of the Services and work with each other to address any problems that arise in connection with the Services (including by signing Change Control Notes).

- 16.2 Each party shall use all reasonable endeavours to ensure that the same person acts as its Authorised Representative throughout the Term, but may, following reasonable notice to the other party, replace that person from time to time where reasonably necessary in the interests of its business.
- 16.3 The Authorised Representatives shall meet at not less than monthly intervals to monitor and review the performance of this agreement, including the achievement of the Target KPIs. Such meetings shall be minuted by the Authority's Authorised Representative and copies of those minutes shall be circulated to and approved by both parties.
- 16.4 Without prejudice to any other reports required under this agreement, in advance of each meeting to be held in accordance with clause 16.3:
- (a) the Supplier shall provide the Authority with a monthly written report detailing its performance against each of the KPIs and identifying any issues regarding the performance of the agreement for discussion at the meeting; and
 - (b) the Authority shall notify the Supplier of any concerns it has regarding the performance of the agreement for discussion at the meeting.
- 16.5 At the meeting, the parties shall agree a plan to address any problems identified in the performance of the agreement. In the event of any problem being unresolved, or a failure to agree on the plan, the procedures set out in clause 28 shall apply. Progress in implementing the plan shall be included in the agenda for the next monthly meeting.

- 16.6 A review meeting to assess the Supplier's performance of its obligations under this agreement shall be held at six-monthly intervals throughout the Term. Each meeting shall be attended by senior representatives of each party, together with the Authorised Representatives.
- 16.7 The Authority may increase the extent to which it monitors the performance of the Services if the Supplier fails to meet the Target KPIs or fails to fulfil its other obligations under this agreement. The Authority shall give the Supplier prior notification of its intention to increase the level of its monitoring. The Supplier shall bear its own costs in complying with such enhanced monitoring as is conducted by the Authority pursuant to this clause 16.7.
- 16.8 The Supplier shall submit any other management reports to the Authority in the form and at the interval specified in Schedule 4, or as specified elsewhere in this agreement.

17. CHANGE CONTROL, BENCHMARKING AND CONTINUOUS IMPROVEMENT

- 17.1 Any requirement for a Change shall be subject to the Change Control Procedure.
- 17.2 The parties shall comply with the provisions of Schedule 7 (Benchmarking).
- 17.3 The Supplier shall throughout the Term seek ways to derive efficiencies with respect to delivery of the Services, and use all reasonable endeavours to ensure that the Authority receives the benefit of any such efficiencies.
- 17.4 Where the Supplier identifies a potential efficiency:
- (a) it shall promptly inform the Authority and shall advise the Authority whether, in the Supplier's professional opinion, the implementation of any change necessary to enable the Authority to enjoy that benefit is desirable (in view of quality, reliability and other relevant factors as well as price); and

- (b) if the Authority concludes that the implementation of the necessary change is desirable, the Supplier shall implement the change.

17.5 Where the achievement of the benefit by the Authority would necessitate the making of a Change Control Note, the Change Control Procedure shall apply but the Supplier shall not be entitled to object to the proposed change. Any benefits arising from any such change as is referred to in this clause 17 (including any consequent reductions in the Charges) shall accrue solely to the Authority.

18. DISPUTE RESOLUTION

18.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then, except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
- (b) if the Authorised Representatives are for any reason unable to resolve the Dispute within 30 Working Days of service of the Dispute Notice, the Dispute shall be referred to the Authority's chief executive and the Supplier's Managing Director who shall attempt in good faith to resolve it;
- (c) if the Authority's chief executive and the Supplier's Managing Director are for any reason unable to resolve the Dispute within 30 Working Days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 20 Working Days of referral of the Dispute Notice, the mediator will be nominated by CEDR. To initiate the

Monthly Contract Management Meeting - Agenda

Issues and Escalation Process Identify issues and escalation points of contract for the Authority & Supplier
The Project Plan Full installation & removal of equipment
Key Challenges Supplier to raise any key challenges with the Authority
Performance against KPIs Supplier to provide KPI updates & approved Service Credits issued
Finance Budget monitoring Outstanding payments
Service Resources Named staff list review Any starters & leavers
Any other business Other business from Supplier or the Authority

Quarterly Contract Management Meeting – Agenda

Issues and Escalation Process Identify issues and escalation points of contract for the Authority & Supplier
The Project Plan Full installation & removal of equipment
Contract Development, Innovation, and improvement Any areas where the Authority or Supplier can improve to reduce costs or achieve efficiencies
Change Control procedure Any contract or service changes
Key Challenges Supplier to raise any key challenges with the Authority
Performance against KPIs Supplier to provide KPI updates & Approval of any Service Credits issued – monthly/Quarterly
Risk & Issue Log Authority to hold a risk log and issues log – Supplier to feed into report quarterly
Finance Budget monitoring Outstanding payments
Service Resources Named staff list review / Any starters & leavers
Health & Safety & Environmental Issues Health & Safety office staff and staff out on site
Supplier Group Update Supplier business performance
Any other business - from Supplier or the Authority

Annual Contract Management Meeting – Agenda

Issues and Escalation Process Identify issues and escalation points of contract for the Authority & Supplier
The Project Plan Final Update Year 1 Contract
Contract Development, Innovation, and improvement Any areas where the Authority or Supplier can improve to reduce costs or achieve efficiencies
Change Control procedure Any contract or service changes
Key Challenges Supplier to raise any key challenges with the Authority
Performance against KPIs Supplier to provide KPI updates & Service Credits applied – Contract Year end
Risk & Issues Log Council to hold a risk log and issues log
Finance Supplier to provide Contract Year end position
Service Resources Named staff list review Any starters & leavers
Health & Safety & Environmental Issues Health & Safety office staff and staff out on site
Policy Assurance Supplier adherence to relevant policies and standards i.e., Safeguarding, GDPR, Health and Safety checked at least annually
Supplier Group Update

Supplier business performance
Exit Management Plan – annual review and update
Any other business Other business from Supplier or the Authority

SCHEDULE 5 – Business Continuity and Disaster Recovery Plan

SCHEDULE 7 – Not Used

SCHEDULE 9 - TUPE

SCHEDULE 10 - Commercially sensitive information

SCHEDULE 11- Authority's Premises and Assets – See Specification

SCHEDULE 12 - Insurance

1. The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:
 - (a) public liability insurance with a limit of indemnity of not less than ten million pounds sterling (£10,000,000) for each and every claim;
 - (b) employer's liability insurance with a limit of indemnity of not less than five million pounds sterling (£5,000,000) in accordance with any legal requirement for the time being in force on an annual aggregate basis;
 - (c) professional indemnity insurance with a limit of indemnity of not less than five million pounds sterling (£5,000,000) on an annual aggregate basis and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover;
 - (d) product liability insurance with cover (for a single event or a series of related events) of not less than one million pounds sterling (£1,000,000)

(the Required Insurances)

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

SCHEDULE 13 - Data processing

1. Processing by the Supplier
 - 1.1 Scope
 - 1.2 Nature
 - 1.3 Purpose of processing
 - 1.4 Duration of processing
2. Types of Personal Data
3. Categories of Data Subject

SCHEDULE 4 - Contract management

Key Personnel

Clair Green - Executive director of Assurance

Declan Khan - Assistant Director Counter Fraud Community Safety & Protection

[REDACTED]

[REDACTED]

[REDACTED]

Meetings

Monthly meeting to be attended by:

[REDACTED]

[REDACTED]

[REDACTED]

Quarterly Meetings to be attended by:

Declan Khan - Assistant Director Counter Fraud Community Safety & Protection

[REDACTED]

[REDACTED]

[REDACTED]

Annual Meetings to be attended by:

Clair Green - Executive director of Assurance

Declan Khan - Assistant Director Counter Fraud Community Safety & Protection

Agendas Minutes and Risk Registers

The Authority will prepare and send out Agendas for the meetings at least 3 Working Days in advance of the relevant meeting

The Authority will arrange for the meetings to be minuted

The Authority shall take responsibility for maintaining the up to date risk registers

PART 2 - Consistent Failure

1. CONSISTENT FAILURE

In this agreement, **Consistent Failure** shall mean

- (a) a failure to meet one or more KPIs 6 times or more in a three monthly period

OR

- (b) the Supplier accruing Service Credits in any period of three consecutive months, or any six months in a rolling 12-month period, in excess of £12,000.00

OR

- (c) the Authority serving three Remediation Notices in a rolling twelve month period.

OR

- (d) the Supplier repeatedly breaching any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement.

SCHEDULE 2 – PART 3 - Supplier's Tender

SCHEDULE 2 - Performance regime

PART 1 - KPIs

1. THE KPIs AND SERVICE CREDITS

- 1.1 The KPIs which the Parties have agreed shall be used to measure the performance of the Services by the Supplier are contained in the tables below.
- 1.2 The Supplier shall monitor its performance against each KPI and shall send the Authority a report detailing the Achieved KPIs in accordance with the reporting requirements below and in Schedule 4.

PSS CCTV System - KPIs

Priority KPIs	TARGET RESPONSE TIME	REPAIR/WORKS COMPLETION	WORK TYPE
Priority KPI 1	Within 4 Hours of notification or becoming aware	Attend fault until repaired, subject to the availability of materials	Loss of any/all Control Room equipment that adversely effects the overall operation of the system. Attendance to any CCTV equipment that is an immediate health and safety risk
Priority KPI 2	Within 24 Hours of notification or becoming aware (Excluding Weekend & Bank Holidays unless 24/7/365 option adopted)	Fixed/replaced within 48 Hours (Excluding Weekend & Bank Holidays) unless 24/7/365 option adopted)	<p>Recovery and making safe any camera installed in a public area that has suffered from accidental or deliberate damage.</p> <p>Loss of images from any camera.</p> <p>The Authorities expectation is for 97% of cameras to be up and running at all times.</p>

Priority KPI 3	Within 24 Hours of notification or becoming aware (Excluding Weekend & Bank Holidays unless 24/7/365 option adopted)	Fixed/made safe within 48 Hours (Excluding Weekend & Bank Holidays) unless 24/7/365 option adopted)	Recovery and making safe any associated equipment installed in a public area that has suffered from accidental or deliberate damage. The Authorities expectation is for 97% of cameras to be up and running at all times.
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Service Credits

If the Supplier fails to meet the above PSS CCTV system Priority KPI targets, Service Credits will be applied at the Supplier's hourly rate for any hour late (capped at day rate)

IN WITNESS WHEREOF THIS DOCUMENT HAS BEEN EXECUTED AND DELIVERED ON THE DATE FIRST STATED ABOVE.

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



No. IN SEAL REGISTER
57/8721

Authorised Signatory

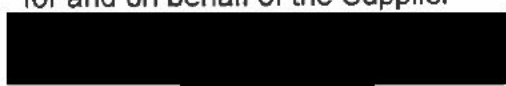


Authorised Signatory



Signed by

for and on behalf of the Supplier



Director



Signed by

for and on behalf of the Supplier



Director



IN WITNESS WHEREOF THIS DOCUMENT HAS BEEN EXECUTED AND DELIVERED ON THE DATE FIRST STATED ABOVE.

Executed as a deed by
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No. IN SEAL
REGISTER
5718720

Authorised Signatory



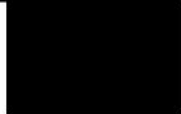
Authorised Signatory

Signed by

for and on behalf of the Supplier



Director



Signed by

for and on behalf of the Supplier



Director



SCHEDULE 1 - Specification

