

LONDON CYCLE HIRE SCHEME AGREEMENT

Schedule 24 – Equality and Diversity

SCHEDULE 24

Equality and Diversity

The equality and diversity policies contained within this Schedule 24 shall be TfL Group Policies, as referred to in Clause 35.1 (*Compliance with TfL Group Policies*).

1. Compliance

1.1 Without limiting any other provision of this Agreement, the Service Provider shall, in relation to the Services:

(A) not unlawfully discriminate; and

(B) procure that the Service Provider Personnel do not unlawfully discriminate, within the meaning and scope of the:

(1) Sex Discrimination Act 1975;

(2) Race Relations Act 1976;

(3) Disability Discrimination Act 1995/2005;

(4) Employment Equality (Sexual Orientation) Regulations 2003;

(5) Employment Equality (Religion or Belief) Regulations 2003;

(6) Equality Act 2006; and

(7) any other relevant enactments in force from time to time relating to discrimination in employment.

1.2 The Service Provider acknowledges that the TfL Group is under a duty under section 71 of the Race Relations Act 1976 to have due regard to the need to eliminate unlawful racial discrimination and to promote equality of opportunity and good relations between persons of different racial groups. In the performance of its obligations under this Agreement, the Service Provider shall, and shall use reasonable endeavours to procure that its Sub-Contractors shall, assist and co-operate with the relevant members of the TfL Group where possible in satisfying this duty.

1.3 The Service Provider acknowledges that the TfL Group is under a duty under section 49A of the Disability Discrimination Act 1995/2005 to have due regard to the need to eliminate unlawful discrimination and harassment of disabled persons, to promote equality of opportunity, to take account of disabled persons' disabilities and to promote positive attitudes towards and encourage participation by disabled persons. In the performance of its obligations under this Agreement, the Service Provider shall, and shall use reasonable endeavours to procure that its Sub-Contractors shall, assist and co-operate with the relevant members of the TfL Group where possible in satisfying this duty.

1.4 The Service Provider acknowledges that the TfL Group is under a duty under section 84 of the Equality Act 2006 to have due regard to the need to eliminate unlawful discrimination and harassment and to promote equality of opportunity

between men and women. In the performance of its obligations under this Agreement, the Service Provider shall, and shall use reasonable endeavours to procure that its Sub-Contractors shall, assist and co-operate with the relevant members of the TfL Group where possible in satisfying this duty.

1.5 The Service Provider acknowledges that TfL is under a duty by virtue of a Mayor's direction under section 155 of the Greater London Authority Act 1999 (in respect of the Greater London Authority's duty under section 404(2) of the Greater London Authority Act 1999) to have due regard to the need to:

- (A) promote equality of opportunity for all persons irrespective of their race, gender, disability, age, sexual orientation or religion;
- (B) eliminate unlawful discrimination; and
- (C) promote good relations between persons of different racial groups, religious beliefs and sexual orientation,

and in the performance of its obligations under this Agreement, the Service Provider shall, and shall use reasonable endeavours to procure that its Sub-Contractors shall, assist and co-operate with the relevant member of the TfL Group where possible in satisfying this duty.

1.6 The TfL Group's workplace harassment policy (the "**Workplace Harassment Policy**") as up-dated from time to time (copies of which are available on request from TTL) requires the TfL Group's own staff and those of its sub-contractors to comply fully with the Workplace Harassment Policy to eradicate harassment in the workplace. The Service Provider shall:

- (A) ensure that Service Provider Personnel, and those personnel of its Sub-Contractors, who are engaged in the performance of Service Providers obligations under this Agreement are fully conversant with the requirements of the Workplace Harassment Policy;
- (B) fully investigate allegations of workplace harassment in accordance with the Workplace Harassment Policy; and
- (C) ensure that appropriate, effective action is taken where harassment is found to have occurred.

1.7 In terms of the Design Services and Build Services, the Service Provider shall, wherever practicable and without jeopardising the achievement of the Milestones and Deliverables, design, manufacture and install Terminals and Docking Points that comply with relevant design standards so as to ensure that where possible TTL promotes equality and fulfil its duties under the Race Relations (Amendment) Act 2000, Equality Act 2006 and Disability Discrimination Act 1995/2005.

Approval of Agreed Equality Policy (Strategic Plan), Agreed Training Plan, Agreed Diversity Plan and Agreed Communications Plan

- 1.8 Based on the initial drafts of the equality policy (strategic plan), training plan, diversity plan and communications plans submitted by the Service Provider prior to the Effective Date, the Service Provider shall:
- (A) further develop the initial drafts of the equality policy (strategic plan), training plan, diversity plan and communications plans to reflect the comments and requirements of TTL; and
 - (B) submit a revised copy of the equality policy (strategic plan), training plan, diversity plan and communications plans submitted within twenty (20) Working Days of the Effective Date.
- 1.9 If the equality policy (strategic plan), training plan, diversity plan and communications plans submitted (as applicable) is:
- (A) Approved, it shall be adopted immediately and become the Agreed Equality Policy (Strategic Plan), Agreed Training Plan, Agreed Diversity Plan and Agreed Communications Plan (as applicable); or
 - (B) not Approved, the Service Provider shall amend the initial drafts of the equality policy (strategic plan), training plan, diversity plan and communications plans (as applicable) and re-submit the relevant document to TTL for Approval within the time period agreed in writing between the Parties. If TTL does not Approve the relevant document following its resubmission, the matters preventing such Approval shall be resolved in accordance with the Dispute Resolution Procedure.

2. Agreed Equality Policy (Strategic Plan)

2.1 During the Term, the Service Provider shall:

- (A) comply with the Agreed Equality Policy (Strategic Plan); and
- (B) procure that each of its Sub-Contractors:
 - (1) adopts and implements; and
 - (2) in respect of other tiers of sub-contractors beneath the Service Provider's Sub-Contractors, uses reasonable endeavours to procure that such sub-contractors adopt and implement,

an equality and diversity policy in respect of their respective employees engaged in relation to the performance of the Service Provider's obligations under this Agreement which is at least as extensive in scope as the Agreed Equality Policy (Strategic Plan).

2.2 Where the Service Provider's sub-contractor has, pursuant to paragraph 2.1 above or otherwise, adopted an equality and diversity policy, the Service Provider shall procure that such sub-contractors:

- (A) provide; and

- (B) in respect of other tiers of sub-contractors beneath the Service Provider's Sub-Contractors, uses reasonable endeavours to procure that such sub-contractors provide,

a copy of their equality and diversity policy (and any amendments thereto) to TTL or its nominee as soon as reasonably practicable.

3. **Diversity Training**

- 3.1 During the Term, the Service Provider shall comply with the Agreed Training Plan in relation to all Service Provider Personnel and shall procure that each of its Sub-Contractors:

- (A) adopts and implements; and

- (B) in respect of other tiers of sub-contractors beneath the Service Provider's Sub-Contractors, uses reasonable endeavours to procure that those indirect sub-contractors adopt and implement,

a diversity training plan in respect of their respective employees engaged in relation to the performance of the Service Provider's obligations under this Agreement which is at least as extensive in scope as the Agreed Training Plan.

- 3.2 Where the Service Provider's Sub-Contractor has, pursuant to paragraph 3.1 above or otherwise, adopted a diversity training plan, the Service Provider shall procure that such Sub-Contractors:

- (A) provide; and

- (B) in respect of other tiers of sub-contractors beneath the Service Provider's Sub-Contractors, use reasonable endeavours to procure that those indirect sub-contractors provide,

a copy of their diversity training plan (and any amendments thereto) to TTL or its nominee as soon as reasonably practicable.

4. **Agreed Diversity Plan**

- 4.1 During the Term, the Service Provider shall at all times comply with the Agreed Diversity Plan. The Service Provider shall procure that each of its Sub-Contractors:

- (A) adopts and implements; and

- (B) in respect of other tiers of sub-contractors beneath the Service Provider's Sub-Contractors, uses reasonable endeavours to procure that those indirect sub-contractors adopt and implement,

a diversity plan in relation to the performance of the Service Provider's obligations under this Agreement which is at least as extensive as the Agreed Diversity Plan.

- 4.2 Where the Service Provider's Sub-Contractor has, pursuant to paragraph 4.1 above or otherwise, adopted a diversity plan, the Service Provider shall procure that each of its sub-contractors:

- (A) provide; and

- (B) in respect of other tiers of sub-contractors beneath the Service Provider's Sub-Contractors, uses reasonable endeavours to procure that those indirect sub-contractors provide,

a copy of its diversity plan (and any amendments thereto) to TTL or its nominee as soon as reasonably practicable.

5. **Local Community Relations**

During the Term, and in all dealings with the local communities affected by the provision of the LCHS Assets and Services, the Service Provider shall comply with the Agreed Communications Plan.

6. **Monitoring and Reporting**

- 6.1 Subject to paragraph 6.2 below, the Service Provider shall use reasonable endeavours to provide to TTL on the Effective Date and subsequently every six (6) Months thereafter (or at such lesser or greater intervals as agreed between TTL and the Service Provider) the following information:

- (A) the proportion of Service Provider and, to the extent reasonably possible, the employees of its direct Sub-Contractors or indirect sub-contractors engaged pursuant to the terms of the relevant sub-contracts in the performance of this Agreement, who are:

- (1) female;
- (2) of non-white British origin or who classify themselves as being non-white British;
- (3) from the local community; and/or
- (4) disabled;
- (5) from other equality and diversity groups as agreed with the Service Provider; and

- (B) the proportion of its direct Sub-Contractors or indirect sub-contractors that are SMEs and/or BMEs.

- 6.2 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act in the collection and reporting of the information to TTL pursuant to paragraph 6.1 above.

7. **Diversity Infractions**

- 7.1 If the Service Provider or any of its Sub-Contractors commits a Diversity Infraction, TTL shall be entitled (but not obliged) to act as follows:

- (A) if a Diversity Infraction is committed by the Service Provider:

- (1) TTL may serve written notice upon the Service Provider identifying in reasonable detail the nature of the Diversity Infraction; and

- (2) the Service Provider shall cease committing and remedy the Diversity Infraction within thirty (30) calendar days of receipt of such notice (or such longer period as may be specified in the notice); or
 - (B) if the Diversity Infraction is committed by a Sub-Contractor:
 - (1) TTL may serve written notice upon the Service Provider identifying in reasonable detail the nature of the Diversity Infraction; and
 - (2) the Service Provider shall procure that the relevant Sub-Contractor ceases committing and remedies the Diversity Infraction within thirty (30) calendar days of receipt by the Service Provider of such notice (or such longer period as may be specified in the notice).
- 7.2 If the Service Provider fails to remedy of any Diversity Infraction referred to in paragraph 7.1(A) above, TTL may terminate this Agreement in accordance with Clause 62.4(m)(xiii) (*Termination*).
- 7.3 If the Service Provider fails to procure the remedy of any Diversity Infraction referred to in paragraph 7.1(B) above:
- (A) TTL may serve a further written notice upon the Service Provider; and
 - (B) within thirty (30) calendar days of receipt of such further notice (or such longer period as may be specified in the notice), the Service Provider shall terminate the engagement of its Sub-Contractor under the relevant Sub-Contract and procure performance of the affected works or services by another Sub-Contractor which complies with the obligations specified in paragraphs 1 to 6 of this Schedule 24.
8. **Equality and Diversity Audit**
- 8.1 TTL may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with paragraphs 1 to 6 of this Schedule 24. TTL's rights pursuant to this paragraph 8 shall include any and all documents and records of the Service Provider and its Sub-Contractors and, where applicable, subject to the provisions of paragraphs 2 to 4, indirect sub-contractors and shall include the Minimum Records.
- 8.2 The Service Provider shall, and shall procure that each of its Sub-Contractors and, where applicable subject to the provisions of paragraphs 2 to 4, indirect sub-contractors, shall maintain and retain the Minimum Records for a minimum of twelve (12) years with respect to all matters in respect of the performance of paragraphs 1 to 6. The Service Provider shall procure that each Sub-Contract between it and its Sub-Contractors and, where applicable, subject to the provisions of paragraphs 2 to 4, each sub-contract between its Sub-Contractors and any indirect sub-contractors shall contain rights of audit in favour of and enforceable by TTL substantially equivalent to those granted by the Service Provider pursuant to paragraph 8.1.
- 8.3 TTL shall use reasonable endeavours to co-ordinate such audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider and each Sub-Contractor is not, without due cause, disrupted or delayed in the performance of the Service Provider's and/or Sub-Contractor's

obligations under this Agreement and/or the relevant Sub-Contract (as the case may be).

- 8.4 The Service Provider shall promptly provide, and shall procure that its Sub-Contractors and, where applicable subject to the provisions of paragraphs 2 to 4 indirect sub-contractors promptly provide, all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
- (A) granting or procuring the grant of access to any premises used in the Service Provider's performance of this Agreement or in the relevant Sub-Contractor's performance of its Sub-Contract, whether the Service Provider's own premises or otherwise;
 - (B) granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's or the relevant Sub-Contractor's obligations specified in paragraphs 1 to 6, wherever situated and whether the Service Provider's own equipment or otherwise; and
 - (C) complying with TTL's reasonable requests for access to senior personnel engaged in the Service Provider's performance of this Agreement or the relevant Sub-Contractor's performance of its Sub-Contract.

APPENDIX 1 TO SCHEDULE 24
Agreed Equality Policy (Strategic Plan)

[Information Redacted]

APPENDIX 2 TO SCHEDULE 24

Agreed Training Plan

[Information Redacted]

APPENDIX 3 TO SCHEDULE 24

Agreed Diversity Plan

[Information Redacted]

APPENDIX 4 TO SCHEDULE 24

Agreed Communications Plan

[Information Redacted]