

Dated 15 MAY 2017

LONDON UNDERGROUND LIMITED (1)
and
TELENT TECHNOLOGY SERVICES LIMITED (2)

CONTRACT
for the supply of
INSTALLATION AND MAINTENANCE SERVICES
TO COMMUNICATION ASSETS AND SYSTEMS

CONTRACT REFERENCE NUMBER: TfL-01006

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THIS CONTRACT is made the 15 day of
BETWEEN:

MAY 2017

WINDSOR HOUSE, 42-50 VICTORIA ST.,

- (1) London Underground Limited (company number 01900907) whose registered office is at ~~55~~ Broadway, London SW1H ~~0BB~~ (the "Company" or "LUL" which expressions shall include its successors and assigns); and ^{OTL}
- (2) Telent Technology Services Limited (company number 0703317) whose registered office is at Point 3, Haywood Road, Warwick, CV34 5AH (the "Supplier").

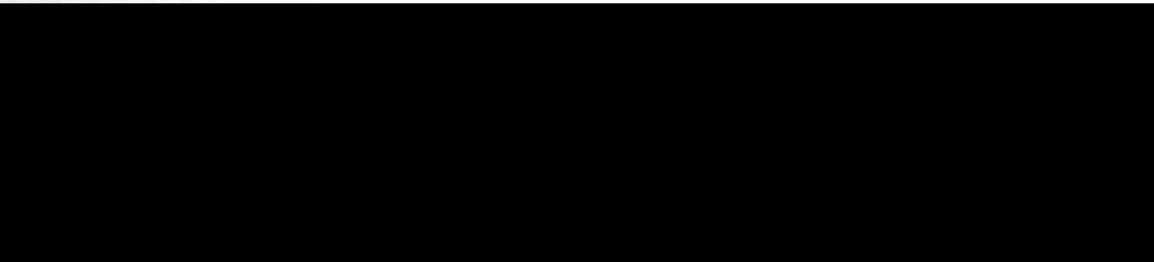
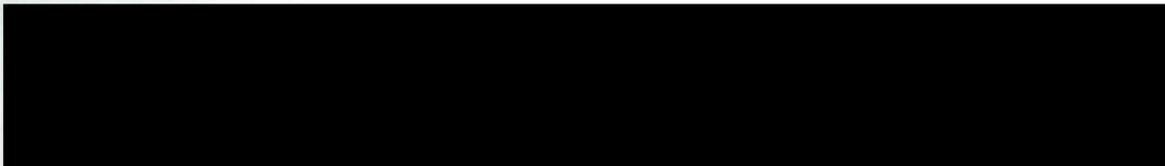
BACKGROUND

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

THIS DEED WITNESSES as follows:

1 Definitions and Interpretation

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



"Additional Services" means Maintenance Renewal Services and other services which are requested by the Company to be provided by the Supplier in accordance with the terms of the Contract in addition to those set out in Schedule 3.

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

“Asset Management System” means the Company’s asset management system used for the planning, recording and management of maintenance work and any updates to the system from time to time.

“BAFO” means ‘best and final offer’.

“Beyond Economic Repair” means

- (a) the projected cost of repair of a repairable or replaceable component in any asset exceeds 60% (sixty percent) of the replacement cost of that asset; or
- (b) the repair of a repairable or replaceable component in any asset offers limited additional operational life such that having regard to the cost involved such repair does not represent good value.

“Cessation Plan” means a plan agreed between the parties or determined by the Company in accordance with Clause 56.1 to give effect to a Declaration of Ineffectiveness.

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

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

“Company’s Risk Event” means:

- Claims, proceedings, compensation and costs payable which are due to:
 - use or occupation of the Site by the Services or for the purpose of the Services which is the unavoidable result of the Services;

- negligence, breach of statutory duty or interference with any legal right by the Company or by any person employed by or contracted to it except the Supplier; or
- a fault of the Company; and
- Loss of or damage to any equipment plant or materials due to:
 - war, civil war, rebellion, revolution, insurrection, military or usurped power;
 - strikes, riots and civil commotion not confined to the Supplier's employees; or
 - radioactive contamination.

“Compensation Event” has the meaning given in Clause 23.

“Competent Authority” means any legislative, judicial, regulatory or administrative body or agency (or any subdivision of any of them) of the United Kingdom or of the European Union or any supranational body which has rulemaking power or whose directives, decisions, instructions, rulings, laws or regulations are directly enforceable against either of the parties in connection with the performance of the Contract.

“Completion Date” means the date specified as such in Schedule 1 or such other date as may be agreed between the parties in accordance with Clause 2.2.

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

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

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

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

“Contract Information” means (i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 10.1 which shall consist of the Supplier’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount.

“Contract Price” means the price stated in Schedule 1 as may be adjusted as expressly stated in the Contract.

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

“Declaration of Ineffectiveness” means a declaration of ineffectiveness in relation to the Contract made by a court of competent jurisdiction in accordance with Regulation 99 of the Public Contracts Regulations 2015 (as amended) or Regulation 45(k) of the Utilities Contracts Regulations 2006 (as amended).

“Dispute” has the meaning given to that term in Clause 45.1.

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

“Environmental Claim” means receipt by the Company in connection with any pollution or contamination of the environment of:

- (a) any written claim, demand, suit or notice from a third party, including a Regulatory Authority (**“Regulatory Authority”** means any government entity or other public or quasi public authority or privatised utility having responsibility for any matters concerning the environment, or Environmental Law) or any order of the court of competent jurisdiction in connection with an alleged breach of Environmental Law; or
- (b) any charge or condition imposed by any Regulatory Authority or any notice served by any Regulatory Authority requiring Remediation (including any written indication from any Regulatory Authority that a requirement to carry out Remediation will be imposed on the Company unless the Company agrees to carry out Remediation voluntarily).

“Environmental Law” means all and any laws, including common law, legislation, codes of practice, notices, judgments, decrees, regulations, applicable clean-up standards, circulars, guidance notes (statutory or otherwise), as may be enacted, adopted, amended or supplemented, concerning the protection of human health, or the environment or the conditions of the work place.

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

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

“Excess Costs” has the meaning given to that term in Clause 31.5.

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

“Force Majeure Event” means any of the following (or any circumstances arising as a consequence of any of the following) if and only to the extent that such event or circumstances is or are not caused by, and their effects are beyond the reasonable control of, a party affected by such an event or circumstances and which have an adverse effect on the party affected by such an event or circumstances and such party's ability to perform its obligations under the Contract and is not an event or circumstances (i) whose effect the party affected by such an event is otherwise required to avoid or provide against (other than by way of insurance) under the Contract or (ii) which the party affected by such an event could reasonably have avoided or provided against:

- (a) war, invasions, acts of foreign enemies, hostilities (whether war be declared or undeclared), civil war, rebellion, revolutions, insurrection, military or usurped power, confiscation, or requisition by or under the order of any government or public or local authority;
- (b) civil unrest;
- (c) any act of terrorism or a specific threat of terrorism which results in the partial or total, temporary or long term closure of the Underground Network;

- (d) lightning, earthquake or subject to (f) below, extraordinary storm;
- (e) fire;
- (f) flooding, other than flooding caused by rising water table or by weather conditions (including extraordinary storm);
- (g) tunnel collapse;
- (h) compliance with the provision of sections 118 to 121 of the Railways Act 1993;
- (i) nuclear, chemical or biological contamination including ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (j) the discovery of fossils, antiquities or other material which in each case is required to be exhumed or unexploded bombs; and
- (k) strikes, lock outs or other industrial action being in each case industry-wide.

“Free Issue Materials” means materials, apparatus and components supplied by the Company to the Supplier without charge and intended for use by the Supplier exclusively in the provision of Services under the Contract.

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

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

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

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

“Interest Rate” means the percentage above the base rate from time to time of the Bank of England as specified in Schedule 1.

“Key Personnel” means Supplier Personnel identified as such in Schedule 1 and any changes to the same that are made in accordance with Clause 26.

“London Living Wage” means the basic hourly wage (before tax, other deduction and any increase for overtime) as may be revised from time to time by the Mayor or any other relevant Competent Authority.

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

“LUL Standards” means the standards described as ‘LUL Standards’ at Schedule 3 Part A Appendix A.

“Maintenance Plan” means the plan of maintenance activities on a twelve (12) month basis set out in Schedule 4 or the latest plan approved by the Company in accordance with Clause 13 for the provision of the Services which has been submitted by the Supplier and approved by the Company. The Maintenance Plan may be varied from time to time subject to the terms and conditions of the Contract or otherwise by agreement in writing between the Supplier and the Company. The latest plan accepted by the Company in accordance with Clause 13 supersedes previous Maintenance Plans

“Maintenance Renewal Services” means the replacement (including the replacement of assets which are Beyond Economic Repair), refurbishment or upgrade of an asset carried out in the accordance with the requirements of Schedule 13.

“Maintenance Renewal Services Completion Date” means the date specified as such in a Variation Order for Maintenance Renewal Services to be completed or such other date as may be notified by the Company in accordance with Clause 23. For the avoidance of doubt a Maintenance Renewal Services Completion Date can be no later than the Completion Date

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



“Nominated Representatives” has the meaning given to that term in Clause 45.2.

“Notice to Proceed” has the meaning given to that term in Clause 31.6(b).

“Notified Sum” has the meaning given to that term in Clause 10.6.

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

“Payment Application” has the meaning given to that term in Clause 10.1.

“Prescribed Period” has the meaning given to that term in Clause 10.7.

“Period” means the Company’s accounting periods which comprise thirteen four week period commencing from the 1st April each financial year.

“Period Review Report” has the meaning set out in Schedule 3.

“Programme” means the programme of work provided by the Supplier for a Variation Proposal for Maintenance Renewal Services or the latest programme approved by the Company in accordance with Clause 13B for the provision of the Maintenance Renewal Services which has been submitted by the Supplier and approved by the Company. The Programme may be varied from time to time subject to the terms and conditions of the Contract or otherwise by agreement in writing between the Supplier and the Company. The latest programme accepted by the Company in accordance with Clause 13B supersedes previous Programmes.

“Prohibited Act” means:

- (a) offering or agreeing to give to any servant, employee, officer or agent of the Company any gift or consideration of any kind as an inducement or reward:

- (i) for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of the Contract or any other contract with the Company; or
 - (ii) for showing or not showing favour or disfavour to any person in relation to the Contract or any other contract with the Company; or
- (b) entering into the Contract or any other contract with the Company with which commission has been paid or has been agreed to be paid by the Supplier or on its behalf or to its knowledge unless, before the Contract is entered into, particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Company; or
- (c) committing an offence:
- (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts,
- in relation to the Contract or any other contract with the Company; or
- (d) defrauding or attempting to defraud the Company.

“Quality and Safety Plan” means the Supplier’s quality and safety plan set out in Schedule 7 as amended from time to time.

“QUENSH” has the meaning given to it in Schedule 7.

“Reactive Maintenance Price” means the proportion of the Contract Price attributable to fault rectification services and as set out in Schedule 2 and as determined by the Company.

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

“Remediation” means any or all investigation, sampling, analysing, removing, remedying, cleaning up, abating, containing, controlling or ameliorating the presence in or effects on the Environment of any contamination or pollution including, but without limitation, the removal, treatment and disposal of material and the treatment and monitoring of ground waters and gases and emissions and the obtaining of expert technical, legal and other professional advice (including all project management functions).

"Responsible Procurement Policy" means the policy document entitled the "GLA Group Responsible Procurement Policy" dated March 2006, updated in January 2008 and as may be amended.

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

"Services" means all or any part of the services stated in the Specification to be performed by the Supplier and any Additional Services and any services, functions or responsibilities which may reasonably be regarded as incidental to the supply of the Services and any Additional Services and which may reasonably be inferred from the Contract.

"Service Delivery Date" means the date specified as such in Schedule 1 and is the date that the Supplier commences the Services on the Site.

"Site" means the work areas detailed in Schedule 1 and/or the Specification and such other work areas as the Company may allow the Supplier to access (subject to and in accordance with Clause 12) in order to perform the Services.

"Specification" means the description of the services to be provided by the Supplier in accordance with the Contract contained in Schedule 3 and any additional requirements forming part of Additional Services instructed by the Company in accordance with Clause 8.

"Standards" means the standards listed in Schedule 3 Part A Appendix A and such European, British and International Standards and associated Codes of Practice required by the Company for the Supplier to perform the Services in accordance with good industry practice. A full set of current Standards is available for the Supplier's use on-line at the LU Standards e-library or as notified to the Supplier.

"Supplier Personnel" means all employees, agents or consultants of the Supplier and the Supplier's subcontractors from time to time.

"Supplier's Representative" means the person appointed by the Supplier and named as such in Schedule 1.

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

“**TfL Group**” means Transport for London and all of its subsidiaries and their subsidiaries (as defined in Section 1159 of the Companies Act 2006) from time to time, together with Crossrail Limited (company number 04212657) and reference to any “**member of the TfL Group**” refers to TfL or any such subsidiary.

“**Third Party Licence**” means any third party licences, consents and permissions required to permit the Supplier to use the Asset Management System.

“**Transparency Commitment**” means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which TfL is committed to publishing its contracts, tender documents and data from invoices received.

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

“**VAT**” means value added tax as provided for in the Value Added Tax Act 1994 and legislation (whether delegated or otherwise) supplemental thereto, or in any primary or secondary legislation promulgated by the European Union or any official body or agency of the European Union, and any similar sales, consumption or turnover tax replacing or introduced in addition to the foregoing.

“**Variation Order**” means the written authorisation from the Company to a Variation Proposal in accordance with the Variation Procedure.

“**Variation Procedure**” means the procedure set out in Schedule 6.

“**Variation Proposal**” means the written proposal put by the Company or the Supplier to vary the Contract in accordance with the Variation Procedure in substantially the form set out in Appendix 1 to Schedule 6.

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

- 1.2 The headings in the Contract are only for convenience and shall not affect its interpretation.
- 1.3 Where appropriate, the singular includes the plural and vice versa.
- 1.4 A reference to a Clause or a Schedule shall be to a Clause of or, as the case may be, a Schedule to, the Contract and references to the Contract include its recitals and Schedules.

- 1.5** References to (or to any specified provision of) the Contract or any other document shall be construed as references to the Contract, that provision or that document as in force for the time being and as from time to time amended in accordance with the terms of the Contract.
- 1.6** Reference to any Applicable Laws and Standards also includes a reference to the Applicable Laws and Standards as from time to time amended, extended or re-enacted.
- 1.7** References to the “**Company**” shall include its successors, transferees and assignees.
- 1.8** References to a person, firm or company shall include any individual company, unincorporated association or body (including a partnership or joint venture) or other entity whether or not having a separate legal personality.
- 1.9** In the event that a conflict, ambiguity or inconsistency exists between the documents comprising the Contract, the order of priority for the purpose of construction in descending order shall be:
- (a) the Clauses of the Contract;
 - (b) the Schedules to the Contract (equal priority, but subject to Clause 1.10); and
 - (c) any other document referred to in, or incorporated by reference into, the Contract.
- 1.10** The documents that make up the Schedules shall be taken as being mutually explanatory of one another. In the event of any conflict between any provision of the Clauses of the Contract and a provision of any other Schedule then the Clauses of the Contract shall take precedence except where the conflicting part of the other Schedule is explicitly expressed to take precedence over any specific part of the Clauses of the Contract.
- 1.11** The words “including”, “includes” and “included” are construed without limitation unless inconsistent with the context.
- 1.12** A period of time stated in “days” is a period calculated in accordance with Section 116 of the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009 (“**HGCRA**”). The Company’s Representative shall for the relevant purposes be the “specified person” as defined in Section 110A(6) of the HGCRA.

2 Duration

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

2.2 The Company shall, at its own discretion be entitled at any time prior to the Completion Date to inform the Supplier of its intention to extend the duration of the Contract by a period of up to three (3) months. The provisions of this Contract shall continue to apply mutatis mutandis to any such extension of the Contract duration (other than this Clause 2.2 containing the option to extend). Upon receipt of such notice from the Company by the Supplier the Contract shall be deemed extended accordingly.

3 Supplier's Primary Obligations

3.1 The Supplier shall provide the Services to the Company in accordance with the terms of the Contract.

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

- (a) be performed by competent, appropriately qualified and trained personnel exercising the highest standard of diligence, care and skill;
- (b) be performed in accordance with the Programme;
- (c) be performed in a regular and diligent manner;
- (d) conform to all Applicable Laws (including but not limited to any law and regulations applicable to the Company or the Underground Network);
- (e) comply with all Standards and any additional standards listed in Schedule 1 or in the Specification;
- (f) comply with the requirements of the Company set out in the Contract and all lawful and reasonable directions of the Company; and
- (g) be performed using goods, materials, facilities, plant and equipment that are new and of a satisfactory quality, sound and free from defects, or where refurbished goods are used with the prior approval of the Company, they should also be of satisfactory quality, sound and free of defects.

3.3 The Supplier warrants to the Company that it has entered into and executed the Contract by its duly authorised representatives in accordance with all procedures required by its governing laws and contractual documents.

3.4 The Supplier warrants to the Company that it has the right to grant to the Company and any member of the TfL Group all licences (including without limitation all rights to sub-licence) of all and any Intellectual Property Rights as contemplated in this Contract.

- 3.5** The Supplier shall perform its obligations under the Contract in accordance with the requirements of the ISO 9000 and ISO 14000 series as appropriate to the provision of the Services and the Quality and Safety Plan, or any equivalent international quality assurance standards as may be accepted as an alternative in the absolute discretion of the Company.
- 3.6** It shall be the responsibility of the Supplier to obtain, at its cost, all necessary approvals, licences, permits and consents in relation to the performance of the Services, including, but not limited to, those required by any Applicable Laws and Standards.
- 3.7** The Supplier warrants to the Company that it has examined the Specification and all other documents forming the Contract and is not aware of any ambiguity or discrepancy within or between any of the contract documents which might adversely affect the carrying out of the Services for the tendered Contract Price in accordance with the terms of the Contract.
- 3.8** Unless otherwise stated in the Contract, the Supplier shall provide all staff and labour, including management and supervision, and all materials (except Free Issue Materials), plant and equipment (whether of a temporary or permanent nature), support services and other facilities necessary for the performance of its obligations under the Contract.
- 3.9** For the avoidance of doubt, neither a communication from the Company nor the review or acceptance of the Services waives, limits or amends in any way any warranties, liabilities or responsibilities of the Supplier under this Contract.
- 3.10** The Supplier shall provide all Contractual Documentation within the times stated in Schedule 1 or the Specification or, if no such times are stated, by no later than ten (10) Working Days from the date on which the Company's Representative requests the same and in any event by no later than the Completion Date.
- 3.11** The Supplier shall be responsible for the accuracy of all Contractual Documentation and shall pay the Company any extra costs occasioned by any discrepancies, errors or omissions therein. The Supplier shall at its own expense carry out any alterations or remedial work necessitated by such errors, omissions or discrepancies and modify the relevant documents or information accordingly.
- 3.12** The Supplier shall attend the Contract progress meetings, organised, chaired and minuted by the Company's Representative, at the intervals specified in Schedule 1 or the Specification or as otherwise specified by the Company's Representative from time to time. The Supplier shall ensure that its representatives at all meetings have delegated power and authority to act on behalf of the Supplier.
- 3.13** Not used.
- 3.14** Design

- (a) The Supplier shall carry out his design in accordance with the Specification and the Contract terms.
- (b) The Supplier shall submit the particulars of his design which the Specification requires to the Company's Representative for acceptance. The Supplier shall not proceed with the performance of the Services until the Company's Representative has accepted his design. Reasons for not accepting the Supplier's design shall include (without limitation):
 - (i) it does not comply with the Specification or any other part of the Contract;
 - (ii) it does not comply with Applicable Laws and Standards;
 - (iii) it is not integrated and coordinated with the designs of others where the Supplier is required by the Specification or instructions of the Company's Representative to do so or such integration is necessary for the Supplier to perform the Services;
 - (iv) it is not in a format which is accepted for use by the Company's Representative.
- (c) The Supplier shall not be entitled to any changes to the Contract Price by reason of anything in this Clause 3.14.
- (d) The Supplier may submit his design for acceptance in parts if the design of each part can be assessed fully.
- (e) The Supplier in designing and specifying the Services which he is required to design and specify, warrants, undertakes and represents to the Company that the design:
 - (i) is in accordance with the Specification and any other performance or output specification or requirements contained or referred to in the Contract; and
 - (ii) complies with all Applicable Laws and Standards;
- (f) The Supplier accepts entire responsibility for the design and specification of the Services which he is required to design and specify and for any mistake, inaccuracy, ambiguity, inconsistency or omission in or between his design and specification of the Services and the documents which are part of the Contract.

3.15 The Supplier shall be fully responsible for the management of obsolescence in equipment and materials until the Completion Date in accordance with the requirements set out in Schedule 13.

4 Early Warning

4.1 The Supplier and the Company shall give an early warning by notifying the other as soon as either becomes aware of any matter which could:

- (a) increase the Contract Price;
- (b) disrupt performance of the Services;
- (c) delay completion of any Maintenance Renewal Services by the relevant Maintenance Renewal Services Completion Date;
- (d) change the Programme;
- (e) constitute a defect;
- (f) adversely affect the Company;
- (g) result in a breach of this Contract or any subcontract;
- (h) lead to the Supplier terminating or suspending any subcontract; or
- (i) cause a breach of any Applicable Laws or statutory requirement.

4.2 The parties agree to co-operate in:

- (a) making and considering proposals for how the effect of risks can be avoided or reduced;
- (b) seeking solutions that will bring advantage to all those who will be affected;
- (c) deciding on the actions which will be taken and who, in accordance with the Contract, will take them; and
- (d) deciding which risks have now been avoided or have passed.

5 Company's and Supplier's Representative

5.1 Each party shall appoint one or more representatives to act on its behalf under the Contract. Each party shall advise the other party, in writing, of the names and contact details of its representatives and these shall be recorded in Schedule 1. The Supplier shall not appoint such a representative without the prior written consent of the Company (which consent shall not be unreasonably withheld). Any party may, on giving reasonable notice to the other party, appoint an additional representative or replace an existing representative but the Supplier may only do so with the prior written consent of the Company. Each party shall be responsible for the acts, omissions, neglects and defaults of its representatives as if such acts, omissions, neglects and defaults were its own. Each party will be bound by any decision made or action taken by its representatives.

6 Records and Audit

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

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

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

6.2A In the event that the Supplier, using all reasonable endeavours, is unable to procure a subcontractor to comply with the requirements of Clauses 6.1 and 6.2, the Supplier may request the Company approve and the Company shall (acting reasonably) approve any alternative arrangements for the retention of the subcontractors' records and rights to audit.

- 6.3** The Company and its authorised representatives and any party legally authorised to inspect any part of the Underground Network shall have the right to inspect and audit any of the records referred to in Clause 6.1 at any time during the period referred to in Clause 6.2.
- 6.4** The Supplier shall promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
- (a) granting or procuring the grant of access to any premises used in performance of the Contract, whether the Supplier's own premises or otherwise;
 - (b) granting or procuring the grant of access to any equipment (including all computer hardware, software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under the Contract, wherever situated and whether the Supplier's own equipment or otherwise;
 - (c) making any contracts and other documents and records required to be maintained under the Contract available for inspection;
 - (d) providing a reasonable number of copies of any contracts and other documents or records reasonably required by the Company's auditor and/or granting copying facilities to the Company's auditor for the purposes of making such copies; and
 - (e) complying with the Company's reasonable requests for access to senior personnel engaged in the Supplier's performance of the Contract.
- 6.5** The Supplier shall maintain an effective and economical programme for monitoring and maintaining product quality, planned and developed in conjunction with any other functions of the Supplier necessary to satisfy the Contract requirements.
- 6.6** The Supplier shall permit the Company's authorised representatives access and facilities (as required and when notified) for the purpose of systems and product quality audits including but not limited to access to documentation showing results of testing and inspection, certificates of conformance and safety-related documents. The Supplier shall provide the Company with a copy of any or all of the records listed in Clause 6.1, free of charge within thirty (30) days of the Company's request for the same.
- 6.7** The Supplier shall, and shall ensure that any subcontractor or sub-supplier shall ensure that appropriate security systems are in place to prevent unauthorised access to, extraction of, or alteration to, data during any audit undertaken pursuant to the Contract.

7 Company's Obligations

- 7.1** The Company shall pay the Supplier the Contract Price for the Services in accordance with the terms of the Contract.
- 7.2** Payment of the Contract Price shall not affect any claims or rights which the Company may have against the Supplier and shall not be an admission by the Company that the Supplier has performed its obligations under the Contract properly.
- 7.3** The Contract is not an exclusive arrangement and nothing in the Contract operates to prevent the Company from engaging any other organisation or person to perform services similar to, or the same as, the Services.

8 Additional Services

The Company may, at any time during the term of the Contract, request the Supplier to provide a quotation for the supply of Additional Services in accordance with the Variation Procedure and Schedule 2. If a Variation Order is made in respect of such Additional Services, Schedule 1, and Schedule 4 shall be amended to include such Additional Services, the expected date of performance for them and the Contract Price.

9 Variation

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

10 Price and Payment

- 10.1** The Supplier shall submit an application for payment of the relevant portion of the Contract Price in accordance with Schedule 2, to the Company's Representative for the Services not less than fourteen (14) days prior to the application for payment dates set out in Schedule 1 (a "**Payment Application**"). Each Payment Application shall specify the sum that the Supplier considers will become due on the payment due date and the basis upon which that sum is calculated. The Supplier shall submit any supporting documents that are reasonably necessary to enable the Company's Representative to check the Payment Application.
- 10.2** The date on which a payment becomes due (for the purposes of the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009 ("**HGCRA**")) is seven (7) days after the application for payment dates set out in Schedule 1.

10.3 The Company's Representative shall assess any Payment Application received pursuant to Clause 10.1 and shall notify the Supplier in writing not later than seven (7) days after the relevant Payment Application date set out in Schedule 1 of:

(a) the amount (if any) the Company's Representative considers to be due at the payment due date (which amount shall be net of any discount to which the Company is entitled and any abatement calculated in accordance with Schedule 11 (Supplier Performance) and Schedule 12 (Availability)); and

(b) the basis on which the amount was calculated,

a "**Payment Certification**". It is immaterial for the purposes of this Clause 10.3 that the amounts referred to in Clause 10.3(a) or Clause 10.3(b) may be zero. A notification given under this Clause 10.3 shall constitute a payment notice for the purposes of section 110A of the HGCR.

10.4 Within five (5) days of receipt of a Payment Certification the Supplier shall issue a VAT invoice for the amount stated in that Payment Certification to the Company. .

10.5 The final date for payment for the purposes of the HGCR shall be fourteen (14) days after the date on which the payment becomes due.

10.6 Subject to Clauses 10.7 and 10.8, the Company shall pay the Supplier the sum referred to in the Company's Representative's Payment Certification pursuant to Clause 10.3 (or, if the Company's Representative has not served a Payment Certification, the sum referred to in the Supplier's Payment Application under Clause 10.1) (the "**Notified Sum**") on or before the final date for payment.

10.7 If the Company intends to pay less than the Notified Sum the Company or the Company's Representative (as the case may be) should notify the Supplier in writing not later than seven (7) days prior (the "**Prescribed Period**") to the final date for payment of:

(a) the amount (if any) that it considers to be due on the date the notice is served and the basis upon which that sum is calculated; or

(b) if there is more than one basis, each basis and the amount attributable to it.

It is immaterial for the purposes of this Clause 10.7 that the amounts referred to in Clause 10.7(a) and Clause 10.7(b) may be zero. Where a pay less notice is given under this Clause 10.7, the Company's obligation to pay the Notified Sum under Clause 10.6 applies only in respect of the sum specified pursuant to this Clause 10.7.

10.8 Notwithstanding Clauses 10.6 and 10.7, if the Supplier is subject to an event set out in Clause 31.1(d) or other like event after the Prescribed Period, the Company shall not be required to pay the Supplier the Notified Sum on or before the final date for payment.

- 10.9** Unless otherwise expressly provided in this Contract, the Contract Price shall be fixed and inclusive of all expenses and disbursements and shall not be adjusted in respect of any increase or decrease of costs to the Supplier in providing the Services or otherwise.
- 10.10** The Contract Price shall not include VAT and, to the extent that such VAT is properly chargeable, it shall be charged at the rate in force on the date of the Payment Application and will be shown as a separate item on all Payment Applications. The Contract Price for the Services shall only be changed in accordance with the Variation Procedure and clause 23.5 (Compensation Events).
- 10.11** In addition to any other rights of the Company whether at law or equity under this Contract, whenever under or arising out of this Contract or any other contract between the Company and the Supplier
- (a) any sum of money is recoverable from or payable by the Supplier; or
 - (b) any Losses are reasonably and properly owed to, or incurred by, the Company or any member of the TfL Group

then the same may be set-off against and/or deducted and/or withheld from any sum then due or which at any time thereafter may become due to the Supplier under this Contract.

- 10.12** All Payment Applications shall clearly show the Contract Reference Number and any associated Variation Order. Supporting documentary information shall be submitted to the Company's Representative for all Payment Applications submitted by the Supplier. The Company's Representative shall from time to time agree with the Supplier the detailed information required in relation to all such Payment Applications and the Supplier shall provide such information as is reasonably required.
- 10.13** All sums payable to the Company by the Supplier under the Contract shall be paid in full, free of any present or future taxes, levies, duties, charges, fees or withholdings and without any deduction, restriction, conditions, withholding, set-off or counterclaim whatsoever; and if the Supplier is compelled by law to make any deduction or withholding, the Supplier shall gross up the payment so that the net sum received by the Company will be equal to the full amount which the Company would have received had no such deduction or withholding been made.

11 Supplier Performance

- 11.1** At the end of the Company's first full accounting period after the Commencement Date (and for the duration of the Contract) every four (4) weeks after that date and at the Completion Date the Company shall assess the Supplier's performance under the Contract in accordance with Schedule 11.
- 11.2** The Company shall have the right to:

- (a) abate the Contract Price for failure to meet the performance measures stated in Schedule 11; and
- (b) use the escalation process stated in Schedule 11 to rectify any unsatisfactory performance by the Supplier in its performance of the Contract or any failure by the Supplier to meet the performance standards set out in Schedule 11.

12 Access

- 12.1** The Company shall give the Supplier access to the parts of the Underground Network required for the performance of the Services provided that the Supplier complies with the access requirements set out in Schedule 5 and otherwise subject to and in accordance with Schedule 5.

13 Maintenance Plan

- 13.1** Approving the Maintenance Plan

- 13.1.1** If there is no Maintenance Plan at the Commencement Date, the Supplier shall submit a first maintenance plan to the Company's Representative for acceptance within one (1) week of the Commencement Date.

- 13.1.2** The Supplier shall show on each maintenance plan which it submits for acceptance:

- (a) the Services Delivery Date, access dates, key dates and Completion Date;
- (b) the order and timing of operations which the Supplier plans to do in order to provide the Services, including details of the worksites within the Site to be visited; the assets to be maintained; the frequency and duration of attendance at each worksite and including but not limited to details of:
 - the number of planned safety inspections
 - the number of planned preventative inspections
 - the number of periodic technical inspections
 - dates for submission of reports including obsolescence reports

- (c) the order and timing of the work of the Company and others as last agreed with them by the Supplier or, if not so agreed, as stated in the Specification;
- (d) the dates when the Supplier plans to meet each condition stated for any key dates and to complete other work needed to allow the Supplier and others to do their work;
- (e) provisions for float, time risk allowances and environmental and health and safety requirements;
- (f) the dates when, in order to provide the Services in accordance with its Maintenance Plan, the Supplier needs:
 - (i) access to a part of the Site if later than its access date;
 - (ii) acceptances;
 - (iii) plant and materials and other things to be provided by the Company; and
 - (iv) information from others;
- (g) for each maintenance activity, a statement of how the Supplier plans to provide the services identifying the principal equipment and other resources which it intends to use;
- (h) its access requirements in accordance with Schedule 5; and
- (i) other information which the Specification requires the Supplier to show on a maintenance plan submitted for acceptance.

13.1.3 Within two (2) weeks of the Supplier submitting a maintenance plan to him for acceptance, the Company's Representative either accepts the maintenance plan or notifies the Supplier of his reasons for not accepting it. A reason for not accepting a maintenance plan is that:

- (a) the Supplier's plans which it shows are not practicable;
- (b) it does not show the information which the Contract requires;
- (c) it does not represent the Supplier's plans realistically; or
- (d) it does not comply with the Specification or Schedule 5.

13.2 Revising the Maintenance Plan

13.2.1 The Supplier shows on each revised maintenance plan:

- (a) the actual progress achieved on each operation and its effect upon the timing of the remaining Services;

- (b) the effects of implemented Compensation Events;
- (c) the effects of decisions reached and approved by the Company's Representative;
- (d) how the Supplier plans to deal with any delays and to correct notified defects; and
- (e) any other changes which the Supplier proposes to make to the Maintenance Plan.

13.2.2 The Supplier submits a revised maintenance plan to the Company's Representative for acceptance:

- (a) within five (5) days after the date on which the Company's Representative has instructed him to do so;
- (b) when the Supplier chooses to; and
- (c) at no less than four (4) weekly intervals from the Service Delivery Date until the Completion Date.

13B Programmes

13B.1 Approving the Programme

13B.1.1 The Supplier shall submit a first programme to the Company's Representative for acceptance with each Variation Proposal for Maintenance Renewal Services.

13B.1.2 The Supplier shall show on each programme for Maintenance Renewal Services which it submits for acceptance:

- (a) the starting date, access dates, key dates and the Maintenance Renewal Services Completion Date;
- (b) the order and timing of operations which the Supplier plans to do in order to provide the Maintenance Renewal Services;
- (c) the order and timing of the work of the Company and others as last agreed with them by the Supplier or, if not so agreed, as stated in the Variation Proposal;
- (d) the dates when the Supplier plans to meet each condition stated for any key dates and to complete other work needed to allow the Supplier and others to do their work;
- (e) provisions for float, time risk allowances and environmental and health and safety requirements;

- (f) the dates when, in order to provide the Maintenance Renewal Services in accordance with its programme, the Supplier needs:
 - (i) access to a part of the Site if later than its access date;
 - (ii) acceptances;
 - (iii) plant and materials and other things to be provided by the Company; and
 - (iv) information from others;
- (g) for each operation, a statement of how the Supplier plans to do the work identifying the principal equipment and other resources which it intends to use;
- (h) for each Maintenance Renewal Service operation, a cost-loaded programme showing the forecast resources required for that operation;
- (i) its access requirements in accordance with Schedule 5; and
- (j) other information which the Specification requires the Supplier to show on a programme submitted for acceptance.

13B.1.3 Within two (2) weeks of the Supplier submitting a programme to him for acceptance, the Company's Representative either accepts the programme or notifies the Supplier of his reasons for not accepting it. A reason for not accepting a programme is that:

- (a) the Supplier's plans which it shows are not practicable;
- (b) it does not show the information which the Contract requires;
- (c) it does not represent the Supplier's plans realistically; or
- (d) it does not comply with the Specification or Schedule 5.

13B.2 Revising the Programme

13B.2.1 The Supplier shows on each revised programme:

- (a) the actual progress achieved on each operation and its effect upon the timing of the remaining work;
- (b) the effects of implemented Compensation Events;
- (c) the effects of decisions reached and approved by the Company's Representative;
- (d) how the Supplier plans to deal with any delays and to correct notified defects; and

(e) any other changes which the Supplier proposes to make to the Programme.

13B.2.1 The Supplier submits a revised programme to the Company's Representative for acceptance:

- (a) within five (5) days after the date on which the Company's Representative has instructed him to do so;
- (b) when the Supplier chooses to; and
- (c) at no less than four (4) weekly intervals from the Commencement Date until the Completion Date.

14 Time for Performance of the Services and Availability

- 14.1** Without limiting any other remedy, if the Services are not performed in accordance with this Contract then the Company shall be entitled to require the Supplier to re-perform the Services in accordance with the Contract at no extra cost within five (5) Working Days of notification from the Company or such longer period as may be agreed by the Company and notified to the Supplier in writing.
- 14.2** The Supplier shall ensure that the Services are satisfactorily completed in accordance with Schedule 5.
- 14.3** Subject to clause 14.5 the Supplier shall pay and/or the Company may deduct from the amount due such sums as may be identified and calculated by the Company in accordance with Schedule 12 in the event of any act or omission of the Supplier, its subcontractors or agents or any employee thereof, which obstructs, interrupts or hinders the Company in operating its business or any part thereof.
- 14.4** The Supplier and the Company agree that where the Supplier is required to pay and/or the Company is entitled to deduct from the amount due to the Supplier any sums pursuant to Clause 14.3, the Company shall not pursue a claim for unliquidated damages or general damages in law in respect of the consequences of any event, effect, delay or failure described in Clause 14.3 above. In the event that for any reason the right of the Company to deduct or recover monies pursuant to Clause 14.3 is held to be unenforceable in whole or in part and the Company is therefore not entitled to deduct or recover monies as provided by Schedule 12, the Supplier and the Company agree that the Company shall be entitled to claim unliquidated or general damages at law in respect of any event, effect, delay or failure described in Clause 14.3.

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- 14.6** For the avoidance of doubt, the abatements referred to in Clause 14.3 or any unliquidated or general damages recoverable under Clause 14.4 are in addition to any damages payable by the Supplier for delays in achieving any completion dates provided in this Contract. They are not intended to relieve the Supplier from any of its obligations or liabilities under this Contract including liability for costs in respect of the rectification of defects caused by the Supplier.

15 Work on the Site

- 15.1** During the term of the Contract, the Supplier shall:

- (a) ensure the personnel used in the provision of the Services are competent, properly trained and supervised and hold appropriate qualifications or certifications in accordance with any Applicable Laws and Standards;
- (b) ensure that all employees and agents of the Supplier including any of the Supplier's subcontractors working on the Site or third parties' sites comply with the applicable site's local safety arrangements and undergo any relevant induction or training necessary and comply with all reasonable instructions of the Company or applicable third party;
- (c) notwithstanding the terms of Clause 15.1(d), accept full responsibility for its subcontractors and ensure that such subcontractors adhere to the terms and conditions of the Contract;
- (d) supply the Company with a list of all personnel working on the Site together with any other related information that the Company may reasonably require and notify the Company in writing of any changes to the identity of such personnel within one (1) Working Day of such change taking place;
- (e) be responsible for bringing to, erecting and maintaining on and dismantling and removing from the Site its facilities, plant and equipment whether of a temporary or permanent nature;
- (f) ensure that no employees or agents of the Supplier including any of the Supplier's subcontractors use the Company's or a third parties' site equipment without the prior written consent of the Company or the relevant third party;
- (g) carry out the Services in such a manner as not to endanger or interfere in any way with the railway, the Company or any railway operator. The Supplier shall strictly observe all rules and regulations set out or referred to in the Contract and any further instructions, rules and regulations which it may from time to time receive from the Company's

Representative for the working, protection and return of the railway or for the protection of persons on or adjacent to the railway;

- (h) attend the Company or any third party in order to advise on the effects of the Supplier's actions or proposed actions in respect to the Services on the integrity and/or functionality of any other aspect of the railway;
- (i) notify the Company of any circumstances or events of which the Supplier is aware which are likely in the Supplier's reasonable opinion to affect the operation of the Underground Network so as to impact on the services provided to the general public; and
- (j) ensure that the Services are carried out without unreasonable, unnecessary or improper disturbance to the public or, insofar as compliance with the requirements of the Contract permits, without interference with access to, use of or occupation of public and private roads and properties, whether in the possession of the Company or of any other person.

15.2 The Company's Representative may require the Supplier to remove or require a subcontractor to remove from Site any person employed by the Supplier or subcontractor who in the opinion of the Company's Representative:

- (a) misconducts himself or persists in any conduct which is prejudicial to health or safety; or
- (b) is incompetent or negligent in the performance of its duties,

and the Supplier shall comply with the Company's Representative's requirements. Such removal shall not affect the Supplier's liability to provide the Services in accordance with the Contract. Any such person shall not be employed again by the Supplier or subcontractor to provide the Services without prior written permission of the Company's Representative.

15.3 Any person removed from the Site under Clause 15.2 shall be replaced as soon as reasonably possible by the Supplier and the Supplier shall promptly notify the Company of such replacement and in any event by within no later than two (2) Working Days of the replacement.

15.4 Without prejudice to Clauses 15.1(a) to 15.1(j), 15.2 and 15.3, the parties shall co-operate with one another and act reasonably and in good faith in and about the performance of their respective obligations and the exercise of their respective rights under the Contract.

16 Free Issue Materials

16.1 In the event of the Company supplying Free Issue Materials to the Supplier the cost of which has been included in calculating the Contract Price, the Contract Price shall be reduced by the amount included in the Contract Price for the materials which have been replaced by such Free Issue Materials.

- 16.2** Any Free Issue Materials supplied by the Company to the Supplier shall remain the property of the Company and the Supplier shall ensure that all Free Issue Materials are properly labelled as the property of the Company and are kept separate from and not mixed with any materials owned or in the possession of the Supplier or with any materials supplied to it by third parties.
- 16.3** The Supplier shall check the Free Issue Materials at the time of delivery to ensure that they are in good condition and in accordance with the Specification and shall certify the advice note of the supplier of the Free Issue Materials accordingly and return the advice note as soon as reasonably possible to that supplier. The Supplier shall report any loss or damage immediately following inspection of the Free Issue Materials to the Company, the Company's Representative, the supplier of the Free Issue Materials and the carriers of the Free Issue Materials. In the event that such a report is not made, the Supplier shall be responsible for any loss or damage existing at the time of receipt which would have been apparent on a visual check of quantities and condition.
- 16.4** The Supplier shall properly store all Free Issue Materials and other property of the Company whilst the same are in the Supplier's possession and protect the same from damage by exposure to the weather and shall take every reasonable precaution against accident or damage to the same from any cause. The Supplier shall be liable for all loss or damage to such Free Issue Materials and other property of the Company whilst the same are in or ought to be in the Supplier's possession or in, ought to be in, the possession of any subcontractor of the Supplier except where such loss or damage is solely due to any negligent act or omission of the Company or its employees.

17 Environmental Claims

- 17.1** The Supplier shall indemnify the Company against Losses and Remediation costs in respect of any Environmental Claims which may arise out of or by reason of the Supplier's performance, non performance or part performance of the Contract to the extent that such Losses and Remediation costs are due to any act, negligence, breach of contract, breach of statutory duty, error, omission or default by the Supplier, its employees, subcontractors or agents.
- 17.2** The Supplier shall notify the Company's Representative and the Company as soon as it becomes aware that any Remediation is or will become necessary on any part of the Site.
- 17.3** Where the Supplier discovers or suspects that the Site has been contaminated or polluted by another party, the Supplier shall notify the Company's Representative and the Company of the identity of the other party, where known. The Supplier shall not without the prior written consent of the Company undertake any environmental investigations on Site or commission or undertake any Remediation. The Supplier shall provide the Company with a separate record of the costs of any Remediation as soon as possible after such costs are incurred.

- 17.4** In the event that the Supplier commissions an environmental assessment, the Supplier shall use reasonable endeavours to procure that the environmental assessment includes an acknowledgement by its authors that the Company can rely on any reports, recommendations or summaries prepared in relation to the environmental assessment.
- 17.5** The Supplier shall provide to the Company's Representative:
- (a) copies of all environment-related permissions, permits, consents, licenses, registrations and authorisations required for him to carry out the Services (for the purposes of this Clause 17.5, the "**authorisations**");
 - (b) copies of any amendments to the authorisations;
 - (c) notification of any revocations, suspensions, cancellations, withdrawals, adverse amendments or refusals to provide any of the authorisations; and
 - (d) notification of any event or circumstance that is likely to cause the revocation, suspension, cancellation, withdrawal, adverse amendment or refusal to provide any of the authorisations.

18 Inspection and Testing

- 18.1** All goods, materials, facilities, plant, equipment, workmanship and systems to be supplied and work to be provided under the Contract may be subject from time to time to such tests as may be provided for in the Specification or as the Company's Representative may consider necessary to ensure that the Services are carried out in accordance with the Contract.
- 18.2** Testing and inspection may take place at the place of manufacture or fabrication or on Site or at any other place as may be specified in the Specification or approved by the Company's Representative.
- 18.3** The Supplier shall provide the Company's Representative with copies of all test results and inspection certificates which it obtains in connection with the tests and inspections referred to in this Clause 18.
- 18.4** The costs of any test ordered by the Company's Representative which are not provided for in the Specification shall be borne by the Company unless the tests show that workmanship, plant, equipment or materials provided by the Supplier are not in accordance with the Contract. The costs of any test whether ordered by the Company's Representative or otherwise which are provided for in the Specification shall be borne by the Supplier.
- 18.5** The Supplier shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be required to carry out efficiently the tests referred to in this Clause 18.

19 Title

- 19.1** Whatever title the Supplier has to materials, plant and equipment to be incorporated into or form part of the Services passes to the Company upon the earlier of (i) payment for such materials, plant and equipment or (ii) whenever brought within the Site, without prejudice to any rights of rejection the Company may have. Title to materials, plant and equipment referred to in (ii) passes back to the Supplier if it is removed from the Site with the permission of the Company's Representative. Until such time as they are brought within the Site, the Supplier shall be responsible for and insure against the loss, destruction and damage of materials, plant and equipment to be incorporated into or form part of the Services (including while in transit) for their full replacement value, whether or not the property of the Supplier or the Company.
- 19.2** The Supplier shall label the material, plant and equipment "Property of London Underground Limited" where title has passed to the Company prior to bringing such items within the Site and shall ensure that such items are identifiable as belonging to the Company. The Supplier shall not mortgage, pledge or create a security interest in the material, plant or equipment in favour of any third party.
- 19.3** Not used.
- 19.4** Not used.

20 Safety

- 20.1** The Supplier shall not endanger in any manner the health and safety of, or unreasonably interfere with the proper performance of the duties of, the Company's employees or third parties or otherwise expose the Company to liability under any Applicable Laws and Standards, including (without limitation) the Health and Safety at Work etc. Act 1974, the Transport and Works Act 1992, or any statutory modifications or re-enactments thereof.
- 20.2** The Supplier shall act in accordance with the health and safety regulations and requirements stated in the Specification, including (but not limited to):
- (a) the provisions of the Company's Contract QUENSH Conditions that are indicated as being applicable to the Contract in the QUENSH menu set out in Schedule 7 ("**QUENSH**") as amended from time to time; and
 - (b) the Company's drug and alcohol principles as amended from time to time.
- 20.3** Section 20.1.1 (Alcohol and drugs) of QUENSH shall apply to the Contract as if the term "LU Premises" means any of the Company's property where the Services are carried out and as if references to "LU" are references to the Company.

20.4 The Company may at its discretion carry out on the Supplier's behalf any testing of the Supplier's employees, subcontractors or agents for drugs or alcohol which the Contract requires the Supplier to carry out. The reasonable cost to the Company of carrying out the testing shall be paid by the Supplier.

21 Construction (Design and Management) Regulations 2015

21.1 To the extent that the Construction (Design and Management) Regulations 2015 (the "CDM Regulations") apply to the Contract, the Company reserves the right to appoint the Supplier to act as principal contractor and principal designer pursuant to Regulation 5(1) of the CDM Regulations.

21.2 The Supplier shall accept any such appointment made under Clause 21.1 and agrees to carry out all associated obligations imposed by the CDM Regulations. The Supplier and the Company's Representative shall provide each other with all the necessary assistance which they may reasonably require in order to fulfil their respective obligations under the CDM Regulations.

21.2A The Company and the Supplier agree that any such appointment of the Supplier under clause 21.1 will be a variation and the provisions of Clause 9 (Variations) and Schedule 6 (Variation Procedure) shall apply.

21.3 The Supplier warrants to the Company that it:

- (a) is competent to perform such of the duties allocated to it under Clause 21.2;
- (b) shall allocate adequate resources to enable it to comply with its obligations under the CDM Regulations; and
- (c) shall co-operate with other parties appointed under the CDM Regulations.

22 Asset Management System

22.1 The Supplier shall use its own computerised asset management system to record details of work undertaken by the Supplier on the Company's assets as part of the Services and to carry out any other activities in relation to the collection of asset data as may reasonably be required by the Company for the purposes of gathering a complete set of records for inputting into its Asset Management System.

22.2 The Supplier shall ensure that asset information held in the Supplier's asset management system is retained in a format acceptable to the Company, kept up to date and transferred to the Company in accordance with the Requirements set out in the Specification.

22.3 Where access to the Asset Management System is granted for the purposes of recording asset data, as required by the Company, it shall be used by the Supplier and the Supplier shall:

- (a) ensure that all Supplier Personnel attend any training by the Company in relation to the Asset Management System and follow the methods and processes required by the Company, as may be more particularly described in the Specification or notified to the Supplier from time to time;
- (b) perform its obligations under this Clause 22 so as not to put the Company in breach of any of its obligations under any Third Party Licence and shall comply with the terms of any Third Party Licence as if it were a party to the Third Party Licence;
- (c) acknowledge that the Company shall not have any liability to the Supplier in respect of any inaccuracy, error or omission contained in, or any unavailability of, the Asset Management System, and the Supplier shall not be relieved from its obligations under the Contract as a result of the Asset Management System being unavailable or containing any inaccuracies, errors or omissions; and
- (d) use the information generated by the Asset Management System to carry out the Services in accordance with the principle of economic and efficient whole life asset management.

22.4 The Supplier shall ensure that all changes made to the assets listed in Schedule 3 Part B Appendix A during the performance of the Services are recorded on the Asset Management System.

23 Compensation Events

23.1 The following are events which may cause the Supplier delay or disruption and for which the Supplier may be compensated subject to the terms of this Clause 23 ("**Compensation Events**").

- (a) any Variation Order issued by the Company's Representative in accordance with Clause 9 except:
 - (i) a variation made in order to accept a defect in the Services;
 - (ii) an instruction or variation which is stated in the Contract not to give rise to a Compensation Event;
- (b) subject to the requirements of Schedule 5, any other specific constraints or requirements in the Contract regarding access, and to the giving of proper and timely notice and proper coordination by the Supplier, the Company does not allow access to a part of the Site as stated in the Contract;

- (c) the Company's Representative gives an instruction to suspend the Services;
- (d) a weather measurement is recorded:
 - (i) within a calendar month,
 - (ii) before the Completion Date, and
 - (iii) at the place at which the Services are being carried out,the value of which, by comparison with historical weather data, is shown to occur on average less frequently than once in ten (10) years;
- (e) a breach of the Contract or act of prevention on the part of the Company (except to the extent caused by or contributed to by the Supplier or any subcontractor or person for whom those parties are responsible) that is not one of the other Compensation Events;
- (f) the Supplier encounters physical conditions which:
 - (i) are within the Site;
 - (ii) are not weather conditions; and
 - (iii) an experienced contractor would have judged at the Commencement Date for the relevant service to have such a small chance of occurring that it would have been unreasonable for it to have allowed for them.Only the difference between the physical conditions encountered and those for which it would have been reasonable to have allowed is taken into account in assessing a compensation event;
- (g) a Company's Risk Event;
- (h) a change in any LUL Standards with which the Supplier is required to comply;
- (i) not used;
- (j) flooding caused by rising water table or by weather conditions including extraordinary storm, bursting or overflow of water tanks, apparatus or pipes;
- (k) an interruption in the supply of power or other utility services for which the Supplier is not responsible, if and only to the extent that such failure or interruption is not caused by, and its effects are beyond the reasonable control of, the Supplier and it could not reasonably have avoided or provided against the effects;

- (l) a failure by the Company's Representative or the Company to reply to a communication from the Supplier within a period expressly required by the Contract unless:
 - (i) the Company's Representative or the Company withhold acceptance of a communication for a reason stated in the Contract; or
 - (ii) in the opinion of the Company's Representative the communication does not contain sufficient information to enable a response to be made and the Company's Representative has notified the Supplier accordingly;
- (m) a Remediation to the extent that the Company is liable for the harm to the environment giving rise to such Remediation, if and only to the extent that such Remediation is not caused by, and its effects are beyond the reasonable control of, the Supplier and the Supplier could not reasonably have avoided or provided against the effects
- (n) compliance with the Company's Representative's instructions to test, where the test is not provided for in the Specification and the item being tested is found to be in accordance with the Contract;
- (o) an event which is a Force Majeure Event and is not a breach of contract by the Supplier and is not one of the other compensation events stated in the Contract;
- (p) suspension of any or all of its obligations under this Contract where the Supplier has properly exercised its right to suspend in accordance with the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009.

23.2 The Supplier shall notify the Company's Representative of the occurrence of an event which has happened or which it expects to happen if:

- (a) it believes to be a Compensation Event that is delaying or disrupting (or is likely to delay or disrupt) the Services; and
- (b) the Company's Representative has not notified the event to the Supplier.

The event shall be notified as soon as is reasonably practicable and in any event no later than ten (10) days after the Supplier becomes aware or ought reasonably to have become aware of the event or the likelihood of its occurrence.

23.3 If the Company's Representative decides that an event notified by the Supplier:

- (a) arises from any error, omission, negligence, default, breach of contract or breach of statutory duty of the Supplier or any of its employees or agents or of any subcontractor or supplier or any of their employees or agents;

- (b) has not happened and is not expected to happen;
- (c) has no effect in terms of delay or disruption to the Services; or
- (d) is not one of the Compensation Events stated in the Contract

he shall notify the Supplier of his decision. If the Company's Representative decides otherwise, he shall notify the Supplier accordingly.

23.4 The Supplier shall submit full and detailed particulars of any Compensation Event to the Company's Representative as soon as reasonably practicable after receiving the Company's Representative's notification and in any event no longer than four (4) weeks after the occurrence. The particulars shall include full, detailed particulars of the cause and effect of the Compensation Event and:

- (a) the allowable cost, if any, reasonably incurred by the Supplier as a direct consequence of the Compensation Event;
- (b) the extent of the delay, if any;
- (c) details of the measures adopted by the Supplier to mitigate the effects of the Compensation Event;
- (d) the likely effects, if any, on access requirements; and
- (e) such further information as may reasonably be required by the Company.

The Company shall be entitled to:

- (a) seek clarification in respect of the particulars provided by the Supplier; and/or
- (b) request further particulars and related information in connection with the occurrence of the Compensation Event.

Where the particulars for a Compensation Event contain proposed changes to the Contract Price, the Supplier shall keep contemporary records of its costs from time to time as may be necessary to support its claim and without admission as to liability, the Company may, on receipt by the Company of the Supplier's notification in accordance with this Clause 23.4, inspect such records and instruct the Supplier to keep any further contemporary records as are reasonable and may be material to the Supplier's claim.

23.5 If the Company's Representative decides that the occurrence is a Compensation Event pursuant to the Contract and is delaying or disrupting (or is likely to delay or disrupt) the Services then:

- (a) the amount due to the Supplier under the Contract shall not be reduced as the result of any abatement under Clauses 11 and 14.3 to the extent that the failure resulting in such abatement is a direct consequence of the delay or disruption caused by the Compensation Event;
- (b) the booked access periods shall be amended (subject to and in accordance with Schedule 5) to the extent that the Supplier is delayed or disrupted in returning the Site or any part of the Site to the Company at the end of any period of booked access by the Compensation Event;
- (c) any Maintenance Renewal Services Completion Date shall be adjusted by the Company to the extent that the Supplier is delayed or disrupted in carrying out the Maintenance Renewal Services by the relevant Maintenance Renewal Services Completion Date by the Compensation Event (provided that any Maintenance Renewal Services Completion Date can be no later than the Completion Date); and
- (d) subject to Clause 23.6, the additional costs (including profit, as included in the appropriate rates and prices in Schedule 2) reasonably incurred by the Supplier as a direct consequence of delays and disruption to the Services caused by the Compensation Events shall be assessed by the Company's Representative in accordance with Clause 9 in respect of Compensation Events comprising of Variations and for all other Compensation Events according to the effect of the Compensation Event on:
 - (i) the costs of the Services already provided; and
 - (ii) the forecast costs of the Services not yet provided,

and such additional cost shall be taken into account in the calculation of the Contract Price in accordance with Schedule 2, and payment made in accordance with Clause 10 provided that the Supplier complies with the requirements of Clause 23.4. For the avoidance of doubt, the rates and prices included at Schedule 2 are inclusive of all profit and overhead and no further amounts for profit and overhead shall be applied in assessing any costs hereunder. In the event that the Supplier fails to comply with the requirements relating to the provision of full detailed particulars in respect of a Compensation Event as set out in Clause 23.4, the Company's Representative shall make a reasonable ascertainment of the Supplier's entitlement in accordance with Clause 9 and the Company shall pay the Supplier on the basis of the Company's Representative's assessment.

23.6 The Supplier is not entitled to its additional costs incurred as a consequence of delays and disruption to the Services caused by Compensation Events in Clauses 23.1 (d), (j), (k) or (o) which costs shall be borne by the Supplier.

- 23.7** The Supplier shall have no entitlements in accordance with Clause 23.5 to the extent that:
- (a) the Compensation Event or any of its effects arises from any breach, unlawful act or omission, negligence, default and/or failure to comply with the Contract on the part of the Supplier, its officers, employees or subcontractors;
 - (b) the Supplier has failed to take all reasonable steps to mitigate the actual or potential effect of the event; or
 - (c) the Company's Representative decides that there was no such occurrence, that the occurrence was not one of the Compensation Events, or that the occurrence has had no adverse effect on the provision of the Services.

23.8 The Supplier shall have no other claim against the Company in respect of delay or disruption of the Services, except as expressly provided for in the Contract.

23.9 It is a condition precedent for the Supplier's entitlements in accordance with Clause 23.5 that:

- (a) the Supplier has used its best endeavours to adjust the order and sequence in which it proposes to provide the Services and has taken such other mitigating steps as are reasonable in order to avoid or reduce the effect of the delay or disruption; and
- (b) the Supplier has complied fully with the provisions of Clause 23.2 and 23.4.

To the extent the Supplier has failed to comply with either Clause 23.9 (a) or (b), it shall be deemed to have waived its rights and/or entitlements in accordance with Clause 23.5.

23.10 Clause 23 shall not give the Supplier any entitlement to an extension of the period of the Supplier's employment under the Contract or any extension to the Completion Date.

23.11 In judging the physical conditions, access and other conditions for the purpose of assessing a Compensation Event, the Supplier is assumed to have taken into account:

- (a) any information relating to the Site in the Specification or provided by the Company's Representative;
- (b) publicly information relating to the Site;
- (c) information obtainable from a detailed visual inspection and examination of the form and nature of the Site and access and egress routes;
- (d) other information which an experienced supplier could reasonably be expected to have or obtain;

- (e) circumstances affecting or that may affect the Site (including in respect to any applicable safety regulations); and
- (f) the available means of transporting plant, equipment, materials, goods, resource and facilities to and from the Site;

and having taken account of the nature, age, source and likely accuracy of the information referred to in the Contract, had made due allowance in its programme and prices for any reasonably foreseeable Site conditions.

23.12 A Compensation Event may not be notified after the Completion Date (or termination if earlier).

24 Independent Supplier

The Supplier is an independent supplier and is not and shall not hold itself out as, and shall procure that none of the Supplier's employees or subcontractors or their employees hold themselves out as, an agent of the Company.

25 TUPE

25.1 For the purposes of this Clause 25:

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

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

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

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

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

“Transfer Regulations” means all or any of the following: the Transfer of Undertakings (Protection of Employment) Regulations 2006; the Transfer of Employment (Pension Protection) Regulations 2005; any other or further regulations, order or statutory instrument which apply or

are capable of applying to a person to whom section 257 of the Pensions Act 2004 applies, as amended, replaced or extended from time to time and including any regulations or other legislation which (either with or without modification) re-enacts, adopts, consolidates or enacts in rewritten form any such regulations; and

“Transferring Employees” means those employees of or those engaged by the Current Service Provider who transfer or have the right to transfer to the Supplier under the Transfer Regulations

25.2 The Supplier complies and procures that his subcontractors comply with any obligations which may arise out of a transfer to the Company or another person under the Transfer Regulations upon the Completion Date or earlier termination of the Contract.

25.3 At any time during the last 12 months of the Contract and/or during any period of notice terminating the Contract, the Company may require the Supplier to provide, within a specified period of being requested, to the Company (or to any other person or persons nominated by the Company) such information as is reasonably required by the Company or such other persons relevant to the potential liabilities of the Company or any other person arising under the Transfer Regulations including but not limited to information on the following:

- (a) the names of employees (of the Supplier or its subcontractors) engaged in providing the Services, their salaries and other conditions of employment, ages and length of service;
- (b) the method of organisation of the employees (of the Supplier or its subcontractors) engaged in providing Services and documentary evidence relating to such organisation;
- (c) the proposals for informing and consulting with affected employees;
- (d) details of collective agreements and union recognition agreements; and
- (e) any other employee liability information within the meaning of the Transfer Regulations, and will in addition provide copies to the Company upon request of any communication with any potential or intended new consultant or the Supplier’s employees or their representatives relating to the effect on such employees of the expiry or termination of the Contract.

25.4 The Supplier will provide the Company upon request with the name and address of a person within its organisation to whom all queries and requests for information under this Clause 25 may be addressed. The Supplier will if required by the Company warrant that any information provided under Clause 25 is accurate, complete and not misleading, including any information supplied in relation to its subcontractors.

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

- (a) re-organise or substantially alter the number or method of organisation or identity of the employees engaged in providing the Services, except to the extent that any such change is the result of a bona fide business reorganisation of the Supplier or the relevant subcontractor which is not related or confined to the employees engaged in providing the Services or the expected Completion Date or termination of the Contract, or
- (b) make any increase to the salaries or any significant change to the terms and conditions of employment of the employees engaged in providing the Services, except where such increases or changes would have arisen in the ordinary course of the Supplier's or the relevant subcontractor's business and are not related to the Completion Date or termination of the Contract (either because they are applied to all of the Supplier's or the relevant subcontractor's employees, whether or not engaged in providing the Services or otherwise) or are the result of a bona fide business reorganisation of the Supplier or the relevant subcontractor which is not related or confined to the employees engaged in providing the Services or relates to the Completion Date or termination of the Contract.

25.6 The Supplier shall indemnify the Company against all Relevant Claims and Liabilities arising from or incurred by reason of any act or omission of the Supplier, its servants or agents in connection with or arising from or incurred by reason of the employment of the Transferring Employees, including but not limited to any claim against the Company or any other person for damages for breach of contract, or for compensation for unfair or wrongful dismissal or redundancy, or failure to provide comparable pension rates, or failure to provide information, or failure to inform or consult Transferring Employees, or in respect of death or personal injury, breach of statutory duty or any other claim in tort by a Transferring Employee, or by a person who would be a Transferring Employee but for any act or omission (including dismissal or constructive dismissal) of the Supplier, arising from the operation (or alleged operation) of the Transfer Regulations in relation to the Services.

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

- (a) any claim by a Subsequent Relevant Employee in respect of any default, failure or omission (or alleged default, failure or omission, provided that such costs claimed for an alleged default, failure or omission are reasonable) by any person whatsoever concerning or arising from employment before a Subsequent Transfer Date in respect of which the Company or the Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation) of the Transfer Regulations; and

- (b) any claim by any former or existing employee of the Supplier or relevant Subcontractor (other than a Subsequent Relevant Employee) in respect of which the Company or a Replacement Employer incurs liability cost or expense by reason of the operation (or alleged operation, provided that such costs claimed are reasonable where the operation of the Transfer Regulations is alleged) of the Transfer Regulations.
- (c) In this Clause 25.7 “Relevant Claims and Liabilities” include those incurred by the Company by reason of any contract term between the Company and a Replacement Employer provided always that in relation to Relevant Claims and Liabilities which the Company may incur to a Replacement Employer, the Supplier shall not be required to indemnify the Company or the Replacement Employer for more than or with a greater scope than it would if such Relevant Claims and Liabilities were made against or incurred by the Company in providing an indemnity under this paragraph.

25.8 The provisions of this Clause 25 are without prejudice to the Transfer Regulations. For the avoidance of doubt, any remedies available to the Company for any breach by the Supplier of any provision of this Clause 25 shall be in addition to and not in substitution for any remedies available to the Company under any provision of the Transfer Regulations.

25.9 In making a claim under an indemnity under Clauses 25.6 and/or 25.7, the Company and/or Replacement Employer shall:

- (a) notify the Supplier of any claims covered by the indemnity as soon as reasonably practicable and in any event within five (5) Working Days of receipt;
- (b) keep the Supplier fully informed and consult with it about material elements of the conduct of the claim;

26 Key Personnel

26.1 The Supplier shall ensure that each of the Key Personnel devotes an appropriate amount of time and effort to the performance of the Services. The Supplier shall take all reasonable steps to ensure it retains the services of the Key Personnel and shall not without prior notification to the Company’ remove, redeploy or change Key Personnel.

26.2 The Supplier agrees to inform the Company of any changes to the Key Personnel where any relevant member of Key Personnel dies, suffers long term sickness or disability, is incapacitated by reason of ill health or accident from performing his or her duties for a period of or periods aggregating thirty (30) days in the preceding three (3) months, is guilty of gross or serious misconduct, goes on any period of statutory leave (other than holiday) or leaves the Supplier’s employment.

- 26.3** The Supplier shall be responsible for the costs of replacing any member of Key Personnel with an appropriately qualified and competent replacement (including but not limited to, the cost of training any replacement to ensure that they can take over the vacated position efficiently and without disrupting the Services). The Supplier shall use all reasonable endeavours to ensure that any replacement for any member of Key Personnel is engaged and available to perform his or her role as soon as reasonably practicable and at least within seven (7) days of the expiry of the notice period of the relevant member of Key Personnel. Where termination of the relevant member of Key Personnel is due to gross or serious misconduct, a replacement shall be engaged and available to perform his/her role as soon as reasonably practicable and in any event within twenty-eight (28) days. Further, save where the relevant member of Key Personnel being replaced has vacated the position immediately due to death, illness, gross misconduct or some other similar reason, the Supplier shall, at its own cost, ensure that the member of Key Personnel being replaced works in parallel with his or her replacement to hand over to them for a period of seven (7) days or any shorter period agreed between the parties.
- 26.4** A reasonable period before an offer of engagement is made to a replacement member of Key Personnel, the Supplier shall provide such information about and access to the relevant individual as the Company may reasonably require. The Company shall notify the Supplier if it objects to the appointment of an individual as a member of Key Personnel, together with its reasons for such objection. The Supplier shall comply with any request by the Company that a particular person should not become a member of Key Personnel.
- 26.5** The Company may change the list of Key Personnel on reasonable notice and subject to the consent of the Supplier, such consent not to be unreasonably withheld or delayed.
- 26.6** Not used

27 London Living Wage

- 27.1** The Supplier shall, to the extent the Contract is for the provision of Services to be undertaken within Greater London or on the Underground Network:
- (a) ensure that none of its employees engaged in the provision of services under the Contract is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
 - (b) provide to the Company such information concerning the application of the London Living Wage as the Company or its nominees may reasonably require;
 - (c) disseminate on behalf of the Company to its employees who are paid no more than the London Living Wage such perception questionnaires in relation to the London Living Wage as the Company or its nominees may reasonably require and promptly collate and return to the Company responses to such questionnaires;

- (d) co-operate and provide all reasonable assistance to the Company and its nominees in monitoring the effect of the London Living Wage; and
- (e) procure that any subcontractor (of any tier) is required to comply with the provisions of this Clause 27 and the provisions of this Clause 27 are included in any subcontract (of any tier).

27.2 The Supplier shall not, and shall procure that any subcontractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or subcontract in accordance with the operation of this Clause 27.

28 Responsible Procurement

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

28.2 The Supplier shall and shall procure that its subcontractors (of any tier) shall comply with, and shall provide such co-operation and assistance as may be reasonably requested by the Company to enable the Company to comply with, the Responsible Procurement Policy.

28.3 The Supplier acknowledges and agrees that the Company is required to develop a policy relating to the promotion of the procurement of goods and services in an ethical manner (the “Ethical Sourcing Policy”) which shall reflect and be consistent with the relevant principles of the Responsible Procurement Policy and the Supplier shall and shall procure that all of its subcontractors shall comply with such Ethical Sourcing Policy to the extent it does not conflict with the Responsible Procurement Policy.

28.4 The Supplier acknowledges and agrees that it (and its subcontractors) shall be required to comply with any changes to the Responsible Procurement Policy (and any adjustment or amendment to the Ethical Sourcing Policy as a result of such amendment or adjustment to the Responsible Procurement Policy).

28.5 The Supplier shall not be entitled to any addition to the Contract Price in the event of any change to the Responsible Procurement Policy (and any change to the Ethical Sourcing Policy as a result of such change to the Responsible Procurement Policy).

28.6 The Supplier shall procure that any subcontractor (of any tier) is required to comply with the provisions of this Clause 28 and the provisions of this Clause 28 are included in any subcontract (of any tier).

28.7 The Supplier shall not, and shall procure that any subcontractor shall not, without the prior written consent of the Company, vary or purport to vary the provisions contained in any contract or subcontract in accordance with the operation of this Clause 28.

29 Failure to Perform

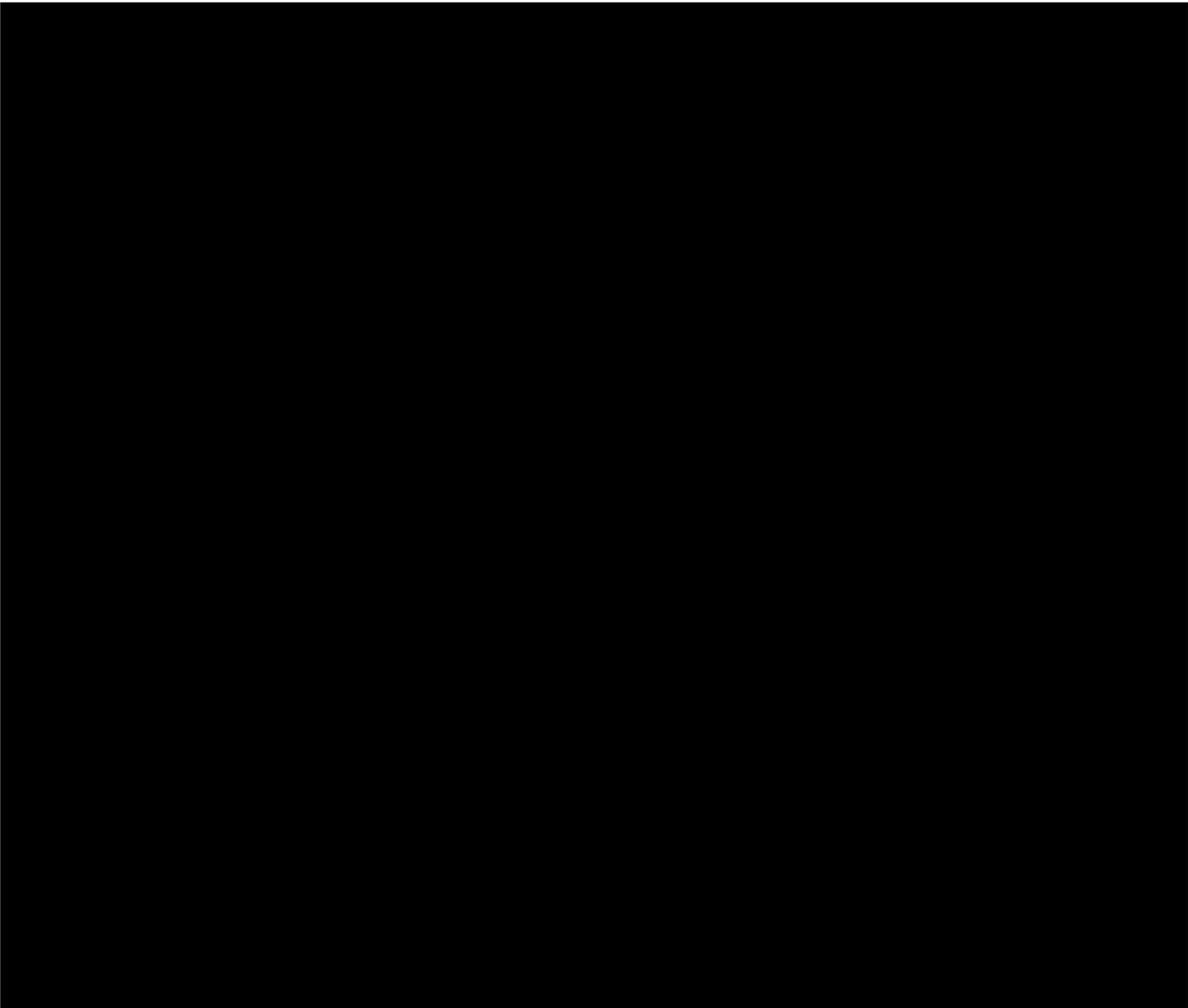
29.1 If the Supplier has not performed the Services in accordance with the terms of the Contract, without prejudice to any other rights the Company shall have under the Contract, the Company shall be entitled to require the Supplier to carry out such work as is necessary to rectify its non-performance which where necessary shall include re-performing the Services within the time period that the Company shall specify.

29.2 Without limiting any other remedy, if the Supplier fails to comply with the requirements of Clause 29.1, the Company shall be entitled to perform or procure the performance of the Services or part thereof itself or from a third party. Without prejudice to any other right or remedy of the Company hereunder or under the general law, all expenditure properly incurred by the Company exercising its rights under this Clause 29.2 is recoverable by the Company from the Supplier and the Company shall be entitled to deduct such amounts from any amount due or to become due to the Supplier under the Contract.

29.3 For the purposes of Clause 29.2 the Supplier hereby grants to the Company and any third party the right to use any Intellectual Property Rights, Documentation, goods, materials and spares belonging to the Supplier or used by the Supplier in connection with the Contract as may be required by the Company to exercise its rights under Clause 29.2 and the Supplier shall provide all such co-operation and assistance as may be required by the Company to enable the Company to exercise its rights under Clause 29.2.

30 Intellectual Property Rights





31 Termination and Suspension

31.1 The Company may terminate the Contract immediately by notice in writing to the Supplier if:

- (a) the Supplier commits a substantial breach of the Contract which in the case of a breach capable of remedy has not been remedied within five (5) Working Days of receipt of such notice, or such other period as may be agreed between the Supplier and the Company, of the Company serving notice on the Supplier requiring such remedy;
- (b) the Supplier or anyone employed by or acting on behalf of the Supplier (whether or not acting independently of the Supplier when committing any breach) commits a Safety Breach or Prohibited Act; or
- (c) Not used, or
- (d) the Supplier enters into compulsory or voluntary liquidation (other than for the purpose of effecting a solvent reconstruction or amalgamation provided that if the company resulting

from such reconstruction or amalgamation is a different legal entity it shall agree to be bound by and assume the obligations of the Supplier under the Contract) or is deemed unable to pay its debts as they fall due in accordance with Section 123(1) of the Insolvency Act 1986, or a meeting of its shareholders or directors is convened to consider any resolution for (or petition or file documents with the courts for) its administration or an administrative receiver, manager, administrator, liquidator, trustee or other similar officer is appointed or notice is given to appoint the same; or

- (e) a breach of the Supplier's obligations under Clause 51 or,
- (f) the Company becomes entitled to terminate in accordance with the escalation procedure set out in Schedule 11.

31.1A The Supplier may terminate the Contract immediately by notice in writing to the Company if:

- (a) the Company enters into compulsory or voluntary liquidation (other than for the purpose of effecting a solvent reconstruction or amalgamation provided that if the company resulting from such reconstruction or amalgamation is a different legal entity it shall agree to be bound by and assume the obligations of the Company under the Contract) or is deemed unable to pay its debts as they fall due in accordance with Section 123(1) of the Insolvency Act 1986, or a meeting of its shareholders or directors is convened to consider any resolution for (or petition or file documents with the courts for) its administration or an administrative receiver, manager, administrator, liquidator, trustee or other similar officer is appointed or notice is given to appoint the same; or
- (b) the Company has not paid (i) an amount certified by the Company's Representative or (ii) if the Company's Representative has not issued a Payment Certification under Clause 10.3, the amount referred to in the Payment Application submitted under Clause 10.1, within thirteen (13) weeks of the date of receipt of the Supplier's VAT invoice issued pursuant to Clause 10.4.

31.2 Without prejudice to Clause 31.1, the Company shall have the right:

- (a) to terminate the Contract at any time and for any reason by giving notice of not less than ninety (90) days to the Supplier in writing; or
- (b) at any time to require the Supplier to suspend provision of the Services by giving notice in writing (a "**Suspension Notice**") to the Supplier (for the avoidance of doubt, the issue of a Suspension Notice is a Compensation Event under Clause 23.1(c)).

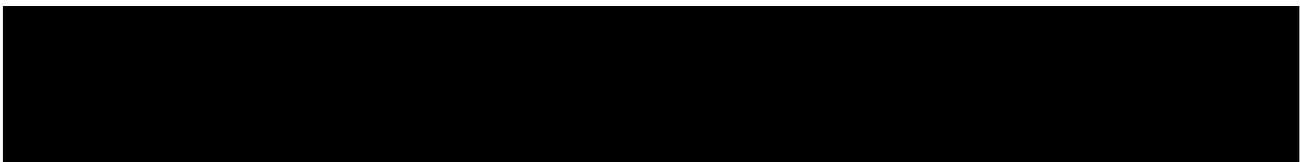
31.3 In the event that the Company terminates the Contract for any reason under this Clause 31, the Supplier shall, without prejudice to any other rights or remedies which the Company may have under the Contract or under general law, at the Company's option:

- (a) permit the Company to enter the Supplier's premises and take possession of any equipment, goods or Documentation which are the property of the Company;
- (b) permit the Company to place an order for the remaining Services with any other person or persons or complete the provision of such Services by its own workmen; and
- (c) promptly return to the Company any equipment, goods or Documentation which are the property of the Company and of which the Supplier or any of its subcontractors have possession.

In either such case, the Company shall be entitled to retain the benefit of any part of the Services already provided by the Supplier in accordance with the Contract, at the material time.

31.4 In the event that the Contract is terminated, the liability of the Company shall be limited to payment to the Supplier for those Services provided in accordance with the Contract up until the date of such termination, less any abatements in accordance with Clauses 11 and 14.3 and other amounts due from the Supplier under the Contract, save that where the Contract is terminated in accordance with Clause 31.2(a) or Clause 31.1A, the following shall be added to the amount due on termination:

- (a) the cost of materials or goods reasonably ordered for the provision of the Services which have been delivered to the Supplier or of which the Supplier is legally liable to accept delivery, such materials or goods becoming the property of the Company upon such payment being made by it;
- (b) other abortive cost reasonably incurred solely in expectation of providing the Services insofar as such expenditure has not been covered by other payments under this Contract, including investment costs in new equipment;
- (c) the cost of removal of equipment; and



31.5 Following a termination in accordance with Clause 31.1 (but not a termination in accordance with Clause 31.2(a)), the Supplier shall, in addition to any other amounts due from the Supplier under or in connection with this Contract, be liable for:

- (a) any Losses of whatever nature arising out of or in connection with the relevant breach; and
- (b) where the Company exercises its rights under Clause 31.3(b) and in doing so incurs costs which are in excess of those which would have been incurred in relation to the due

provision of the Services under the Contract by the Supplier ("**Excess Costs**"), such Excess Costs.

- 31.6** In the event that the Contract is suspended in accordance with Clause 31.2(b), the Supplier shall:
- (a) issue to the Company an application for payment in respect of those Services provided to the Company in accordance with the Contract up until the date of such suspension; and
 - (b) not carry out any further work in connection with the provision of the Services until such time as the Company issues a notice lifting the suspension (a "**Notice to Proceed**"), save that the Supplier will comply with all reasonable instructions the Company may issue during the period of suspension and the Company will reimburse the Supplier's reasonable costs and expenses reasonably incurred in complying with such instructions.
- 31.7** In the event that the Contract is suspended in accordance with Clause 31.2(b), and such suspension continues for a period of twenty-eight (28) days, the Supplier shall be entitled to request that the Company serve a Notice to Proceed. In the event that no Notice to Proceed is issued by the Company within a further fourteen (14) days from such request of the Supplier, the Supplier shall be entitled to approach the Company with a request for a variation, in accordance with the Variation Procedure.
- 31.8** In the event that the parties are unable to agree upon the variation requested under Clause 31.7, then a Dispute shall be deemed to have arisen and the matter shall be referred for resolution in accordance with Clause 45.
- 31.9** Termination of the Contract for whatever reason shall not affect the accrued rights of the parties arising in any way out of the Contract as at the date of termination and in particular but without limitation the right to recover damages against the other party.
- 31.10** If anyone employed by the Supplier, acting independently of the Supplier, commits a Safety Breach or Prohibited Act, then the Company may require the Supplier to exclude that individual from the Services with immediate effect and that individual may only resume the performance of the Services at the Company's absolute discretion.

32 Co-operation in Handover

- 32.1** The Supplier shall provide at no cost such reasonable assistance to the Company and to any third party nominated by the Company as the Company may require during the last six (6) months of the Contract and in the three (3) months after the Completion Date (or, in the case of earlier termination for any reason, the period of three (3) months from the effective Contract termination date) to facilitate the engagement of a successor supplier and/or the resumption by the Company of the performance of the Services and in such a manner so as not to unduly disrupt or hinder the Company's business.

32.2 Without prejudice to the generality of Clause 32.1 above, the Supplier shall on or prior to the Completion Date transfer to the Company such Documentation relating to the Services or full copies thereof as the Company may request.

33 Indemnity and Insurance

33.1 The Supplier shall be liable for, and shall indemnify the Company, including any of its employees, servants, agents, subcontractors, directors and officers and members of the TfL Group on an after-tax basis against all Losses suffered or incurred by the Company or any relevant member of the TfL Group, arising from or in connection with the performance or non-performance of the Supplier under the Contract:

- (a) in respect of death or personal injury to any person;
- (b) in respect of loss of or damage to any property (including the Underground Network and any other property belonging to the Company or for which it is responsible);
- (c) arising out of or in the course of or by reason of any act, omission, negligence or breach of contract or breach of statutory duty, wilful misconduct of the Supplier, its employees, agents or subcontractors; and
- (d) arising under the Company's contracts with third parties.

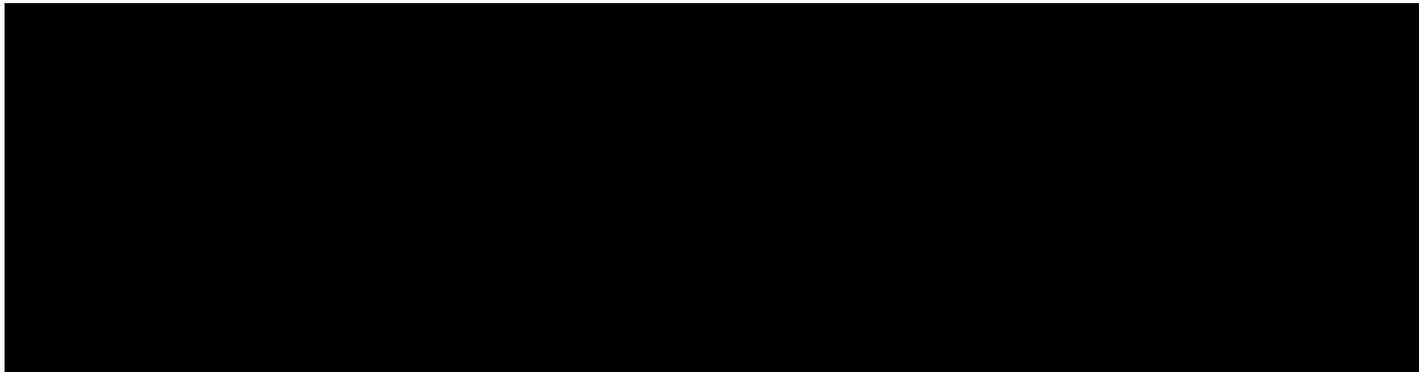
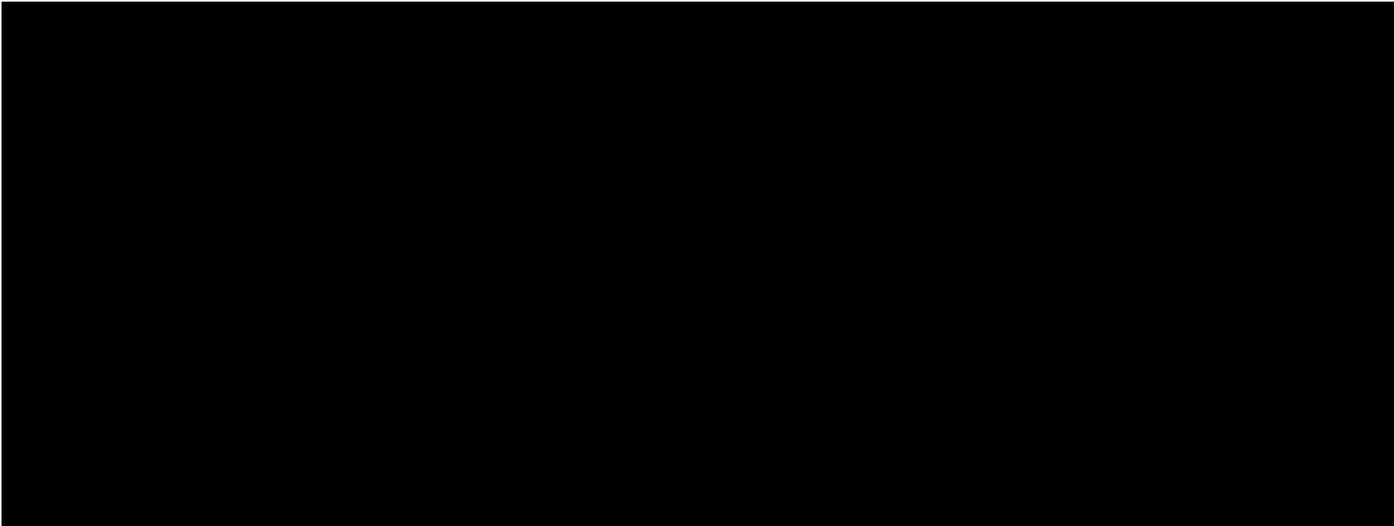
And shall, at its own cost on the Company's request, defend the Company in any proceedings involving the same.

33.2 The Supplier shall not be liable to indemnify the Company or any member of the TfL Group under the indemnity in Clause 33.1 to the extent Losses are solely due to the negligence, breach of duty or breach of contract of the Company.

33.3 The Supplier's indemnity under Clause 33.1 and all other indemnities under the Contract shall remain in force for the duration of the Contract and for the period of twelve (12) years after the Completion Date or earlier termination of the Contract.

33.4 The Company may withhold from any sum due or which may become due to the Supplier any sum due to the Company as a result of the operation of Clause 33.1 provided that an appropriate notice to withhold payment has been served by the Company on the Supplier.

33.5 Other than in respect of the Losses (i) described in Clauses 33.1(a) and (ii) Excepted Liabilities, neither party shall have any liability to the other for any Consequential Loss arising out of the performance of its obligations under or in connection with the Contract. Each party respectively undertakes not to sue the other party, TfL or any member of the TfL Group in respect of Consequential Loss.



33.6 Without prejudice to the obligation to indemnify the Company set out in Clauses 33.1, the Supplier undertakes to:

- (a) maintain at its own cost insurance which complies with the Employers' Liability (Compulsory Insurance) Act 1969 and any statutory orders made under such Act or any amendment or re-enactment thereof and being not less than £10,000,000 (ten million pounds) per occurrence;
- (b) maintain at its own cost an adequate level of public liability insurance in respect of the Supplier's liability for death or injury to any person and loss of or damage to property and being not less than £10,000,000 (ten million pounds) per occurrence;
- (c) maintain at its own cost an adequate level of professional indemnity insurance commensurate with the risk and, where appropriate, being not less than £2,000,000 (two million pounds) per occurrence and in the aggregate per annum;
- (d) ensure that the foregoing insurance policy or policies shall be or are effected with a reputable insurer. Such insurance shall be maintained and in force for a period not less than twelve (12) years after the completion of the Services;
- (e) ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the contract which they are contracted to fulfil; and

- (f) produce within seven (7) days of any reasonable request by the Company and in any event before the commencement of any of the Services under the Contract satisfactory evidence in the form of a broker's letter or similar confirming the existence of insurance in accordance with the terms of this Clause 33.

33.7 The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Clause 33.6.

33.8 If the Supplier fails to maintain the insurance policies as provided in this Clause 33, the Company may effect and keep in force any such insurance and pay such premium or premiums at commercially competitive rates as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or which become due to the Supplier or recover the same as a debt due from the Supplier.

34 Force Majeure Event

34.1 If a Force Majeure Event occurs, the Company's Representative shall give an instruction to the Supplier stating how it is to deal with the event.

35 Confidentiality

35.1 Each Party (the "**Receiving Party**") undertakes to keep confidential and not to disclose to any third party (without the prior written consent of the other Party (the "**Disclosing Party**") any Confidential Information disclosed or obtained, directly or indirectly in connection with this Contract and shall use such information only for the purpose of the performance of his obligations under the Contract. In doing so, each Party shall use at least the same degree of care as it uses with its own confidential information, but in any case no less than reasonable care.

35.2 On the Company's request, the Supplier shall, so far as is reasonably possible:

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

35.3 The Supplier shall ensure that all his subcontractors, suppliers, employees and agents perform his obligations in Clauses 35.1 and 35.2 as if they were the Supplier, and the Supplier shall be

responsible to the Company for any act or omission by his subcontractors, suppliers, employees and agents in breach of such obligations. The Company shall also ensure that all his subcontractors, suppliers, employees and agents perform his obligations in Clause 35.1 as if they were the Supplier, and the Supplier shall be responsible to the Supplier for any act or omission by his subcontractors, suppliers, employees and agents in breach of such obligations.

- 35.4** The Receiving Party shall notify the Disclosing Party promptly if the Receiving Party becomes aware of any breach of confidence by a subcontractor, supplier, employee or agent and shall give the Disclosing Party all assistance the Disclosing Party reasonably requires in connection with any proceedings the Disclosing Party brings, or other steps the Disclosing Party takes, against that subcontractor, supplier, employee or agent for such breach of confidence.
- 35.5** The Supplier shall not, either alone or jointly with others, publish any material relating to the Company, the Company's Representative, the Contract or the Services without the prior written consent of the Company.
- 35.6** The Supplier shall not, either alone or jointly with others, make any press, television, radio or other media announcement in connection with the Contract or the Services, or any Dispute arising under or in connection with the Contract.
- 35.7** The provisions of Clauses 35.1 to 35.6 shall not apply:
- (a) to any information which is already in the public domain at the time of its disclosure other than by breach of the Contract; or
 - (b) to any information which is required to be disclosed to the extent required by any applicable law, the regulations of any recognised stock exchange, any taxation authorities or by order of a court or other tribunal of competent jurisdiction or any relevant regulatory body.
- 35.8** The Parties acknowledge that damages would not be an adequate remedy for any breach of this Clause 35 by the other Party and that (without prejudice to all other remedies to which the Company may be entitled as a matter of law) each Party shall be entitled to any form of equitable relief to enforce the provisions of this Clause.

36 Assignment and Subcontracting

- 36.1** The Supplier shall not assign, novate or subcontract any of its rights or obligations under the Contract or any part thereof without the prior written consent of the Company.
- 36.2** The subcontracting of all or any part of the Services to a subcontractor shall not relieve the Supplier of its obligations to perform the Services under the Contract. The Supplier shall be responsible for the acts and omissions of its subcontractors.

36.3 The Company may novate, assign, transfer or subcontract the Contract or any part thereof to any person at any time without the consent of the Supplier, provided the Company has given prior written notice to the Supplier.

36.4 Within seven (7) days of any written request by the Company to the Supplier, the Supplier shall execute a deed of novation in the form set out in Schedule 8 in favour of any person to whom the Contract is being novated.

37 Costs

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

38 Severance

If a provision of the Contract is, or becomes, invalid, unenforceable or illegal, that will not affect the legality, validity or enforceability of any other provision of the Contract, provided that the operation of this Clause 38 would not negate the commercial interest and purpose of the parties under the Contract.

39 Publicity

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

40 Corrupt Gifts and Payments of Commission

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

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

40.3 The Company shall have the right to audit any and all records necessary to confirm compliance with this Clause 40 at any time during performance of this Contract and during the twelve (12) year period following completion of performance.

41 Criminal Record Declarations

41.1 For the purposes of this Clause 41:

“**Relevant Individual**” means any servant, employee, officer, consultant or agent of either the Supplier or any subcontractor or supplier carrying out, or intended to carry out, any aspect of the Services; and

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

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

41.3 The Supplier shall not engage or allow to act on behalf of the Supplier or any subcontractor in the performance of any aspect of the Services any Relevant Individual who has disclosed a Relevant Conviction.

41.4 The Company shall have the right in accordance with the audit rights set out in Clause 4 to audit and inspect the records of the Supplier and its subcontractors and its and their respective employees and agents in order to confirm and monitor compliance with this Clause 41 at any time during performance of this Contract.

41.5 If the Supplier fails to comply with the requirements under Clauses 41.2 and/or 41.3 the Company may, without prejudice to its rights under Clause 31.1, serve notice on the Supplier requiring the Supplier to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration from the Contract and/or the Site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the carrying out of the Services unless (in the case of non-compliance with Clause 41.2) within seven (7) days of receipt of the notice the Supplier confirms to the Company that he has procured all of the relevant Declarations required under Clause 41.2.

41.6 A persistent breach of Clause 41.2 and/or Clause 41.3 by the Supplier shall entitle the Company to terminate the Contract in whole or in part with immediate effect in accordance with Clause 31.1(a).

41.7 In the event the Company becomes aware that a Relevant Individual has committed a Relevant Conviction, the Supplier shall remove or procure the removal (as the case may be) of such Relevant Individual from the Contract and/or the Site with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the carrying out of the Services.

41.8 Nothing in this Clause 41 shall in any way waive, limit or amend any obligation of the Supplier to the Company arising under the Contract and the Supplier's responsibilities in respect of performance of the Services remain in full force and effect and the Supplier cannot claim any extra costs or time as a result of any actions under this Clause 41.

42 No Waiver

42.1 No failure or delay on the part of either party to exercise any right or remedy under the Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in the Contract are cumulative and are not exclusive of any rights or remedies provided by law.

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

43 Entire Contract

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

44 Notices and Service of Process

44.1 Any notice or other document given under, or in connection with, the Contract must be in English and in writing and sent by letter or fax or delivered by hand to the other party's representatives in each case to the address below. The notice or other document will be effective as follows:

- (a) if the notice or other document is sent by letter, it will be effective when it is delivered;
- (b) if the notice or other document is sent by fax, it will be effective when it has been transmitted and the transmission report from the fax machine states that the entire fax has been sent successfully; and

- (c) if the notice or other document is delivered by hand to the other party's representative, it will be effective immediately it is delivered.

The address and fax numbers of the Company and the Supplier are set out in Schedule 1.

If a party's details change, it must notify the other party promptly in writing of any such changes. The parties agree that proceedings arising out of or in connection with the Contract may be served in accordance with this Clause 44.1.

44.2 Not used

45 Dispute Resolution

- 45.1 Any question, dispute, difference or claim (a "**Dispute**") shall be resolved in accordance with this Clause 45.
- 45.2 The parties shall use their reasonable endeavours to resolve any Dispute by a meeting between the Company's Representative and a suitably qualified and duly authorised representative of the Supplier (together the "**Nominated Representatives**") which shall be convened to discuss such Dispute within fourteen (14) days of notification in writing by one party to the other of a matter in dispute.
- 45.3 If the Dispute has not been resolved within twenty-eight (28) days after the date of a meeting between the Nominated Representatives in accordance with Clause 45.2 (or if no such meeting was convened within twenty-eight (28) days after the date on which notification was served by one party on the other), the Dispute shall be referred as soon as practicable to the Company's relevant Head of Commercial and the Supplier's Managing Director or in the absence or unavailability of these personnel, persons of similar status deputised to resolve disputes on behalf of their respective companies.
- 45.4 If the Dispute has not been resolved within twenty-one (21) days of it being referred to the Company's relevant Head of Commercial and the Supplier's Managing Director or their deputies in accordance with Clause 45.3 either party may refer the matter for resolution in accordance with the provisions of Clause 48.
- 45.5 Clauses 45.1 to 45.4 are subject to the Supplier's rights (if any) under the HGCR to refer a Dispute to adjudication at any time. Any such adjudication shall be in accordance with the Company's Adjudication Rules. For the purposes of this Clause 45.5, "**Adjudication Rules**" means the most recent edition of the Company's adjudication rules on the date of the notice referring adjudication.

46 Counterparts

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

47 Partnerships and Joint Ventures

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

48 Governing Law and Jurisdiction

- 48.1** This Contract and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 48.2** The Company and the Supplier submit, subject to the provisions of this Contract, to the exclusive jurisdiction of the courts of England and Wales provided that the Company has the right in its absolute discretion to enforce a judgement and/or to take proceedings in any other jurisdiction in which the Supplier is incorporated or in which any asset of the Supplier may be situated.

49 Contracts (Rights of Third Parties) Act 1999

- 49.1** Subject to the Replacement Employer's rights under Clause 25, no person except any member of the TfL Group may enforce the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999, but this does not affect any other right or remedy of a third party arising at law.
- 49.2** Notwithstanding those rights referred to in Clause 49.1, the Company and the Supplier may agree to vary or rescind the Contract without the consent of any third party.

50 Bonds, Warranties and Guarantees

50.1 The Supplier shall at its own expense provide within seven (7) days of the date of the Contract an executed parent company guarantee from Telent Limited (company number 00067307) in the form set out in Schedule 9 in favour of the Company.

50.3 If at any time an executed bond provided in compliance with Clause 50.2 ceases to meet the requirements of Clause 50.2 then the Supplier shall at its own expense replace such bond with a bond that meets the requirements within seven (7) days.

50.4 If requested by the Company, the Supplier shall provide an accompanying legal opinion to the bond and/or parent company guarantee supplied under Clauses 50.1 and 50.2 completed and signed by a qualified lawyer from the country in which the guarantor and/or parent company is resident in the form specified by the Company.

50.5 If any performance bond and/or parent company guarantee required by the Contract is not procured by the Supplier and delivered to the Company in accordance with Clauses 50.1 or 50.2, one quarter of the Contract Price shall be retained in assessments of the amount due and shall not be payable to the Supplier until such documents have been delivered.

50.6 If required by the Company, the Supplier shall procure that the terms of any subcontract require the subcontractor, within seven (7) days of a written request by the Company to the subcontractor, to enter into a collateral warranty substantially in the form set out in Schedule 10 in favour of the Company with such amendments as may be agreed by the Company (acting reasonably) and if requested by the Company, the Supplier shall require the subcontractor to provide an accompanying legal opinion completed and signed by a qualified lawyer from the country in which the subcontractor is resident in the form specified by the Company. For the avoidance of doubt, collateral warranties will not be required from suppliers of materials, equipment and commercial off the shelf software (“**COTS**”) used by the Supplier in the performance of the Services.

51 Change of Control

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

52 Interest

52.1 If either party fails to pay to the other any amount payable in connection with the Contract on or before the due date for payment, interest shall accrue on the overdue amount from the due date for payment until the date of actual payment (whether before or after judgment) at the Interest Rate. Any interest accruing under this Clause 52.1 shall be immediately payable by the paying party on demand.

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

53 Freedom of Information

53.1 For the purposes of this Clause 53:

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

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

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

53.2 The Supplier acknowledges that the Company:

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

53.3 Without prejudice to the generality of Clause 53.2 the Supplier shall and shall procure that its subcontractors (if any) shall:

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

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

54 Data Transparency

54.1 The Supplier acknowledges that the Company is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 35 and Clause 53, the Supplier hereby gives its consent for the Company to publish the Contract Information to the general public.

54.2 The Company may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Company may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. The Company may in its absolute discretion consult with the Supplier regarding any redactions to the Contract Information to be published pursuant to Clause 54.1. The Company shall make the final decision regarding publication and/or redaction of the Contract Information.

55 Survival

55.1 The provisions of Clauses 4 (Records and Audit), 10.11 (Set-Off), 17 (Environmental Claims), 25 (Supplier Personnel), 28 (Responsible Procurement), 29 (Failure to Perform), 30 (Intellectual Property Rights), 31 (Termination and Suspension), 33 (Indemnity and Insurance), 35 (Confidentiality), 38 (Severance), 39 (Publicity), 40 (Corrupt Gifts and Payments of Commission), 42 (No Waiver), 43 (Entire Contract), 44 (Notices and Service of Process), 45 (Dispute Resolution), 48 (Governing Law and Jurisdiction), 49 (Contracts (Rights of Third Parties) Act 1999), 53 (Freedom of Information), 54 (Data Transparency), 55 (Survival), 56.1 and 56.5 (Transport for London Group) will survive the termination or expiry of this Contract and continue in full force and effect, along with any other Clauses or Schedules of this Contract necessary to

give effect to them. In addition, any other provision of this Contract which by its nature or implication (including in respect of any accrued rights and liabilities) is required to survive the termination will survive such termination as aforesaid.

56 Transport for London Group

56.1 Declaration of Ineffectiveness

- (a) Without prejudice to the Company's right to terminate the Contract under Clause 31.1, Clause 31.2(a) or at common law, the Company may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of this Clause 56.1.
- (b) In the event that any court makes a Declaration of Ineffectiveness, the Company shall notify the Supplier. The parties agree that the provisions of this Clause 56.1 shall apply as from the date of receipt by the Supplier of the notification of a Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 31.1 and this Clause 56.1 or the Cessation Plan, the provisions of this Clause 56.1 and the Cessation Plan prevail.
- (c) The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or which shall accrue to either party prior to or after such Declaration of Ineffectiveness.
- (d) As from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness, the parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Company shall reasonably determine an appropriate Cessation Plan with the object of achieving:
 - (i) an orderly and efficient cessation of the Services or (at the Company's request) a transition of the Services to the Company or such other entity as the Company may specify; and
 - (ii) minimal disruption or inconvenience to the Company or to public passenger transport services or facilities, in accordance with the provisions of this Clause 56.1 and to give effect to the terms of the Declaration of Ineffectiveness.
- (e) Upon agreement, or determination by the Company of the Cessation Plan the parties shall comply with their respective obligations under the Cessation Plan.
- (f) The Company shall pay the Supplier's reasonable costs in assisting the Company in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or charges agreed as part of the Contract or as otherwise

reasonably determined by the Company. Provided that the Company shall not be liable to the Supplier for any loss of profit, revenue goodwill or loss of opportunity as a result of the early termination of the Contract in accordance with this Clause 56.1.

56.2 Crime and Disorder Act 1998

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

- (a) have due regard to the impact of crime, disorder and community safety in the exercise of TfL's duties;
- (b) where appropriate, identify actions to reduce levels of crime and disorder; and
- (c) without prejudice to any other obligation imposed on the Company, exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, in its area,:
 - (i) crime and disorder (including anti-social and other behaviour adversely affecting the local environment);
 - (ii) the misuse of drugs, alcohol and other substances; and
 - (iii) re-offending,

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

56.3 The Company's business

The Supplier acknowledges that it:

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

liability under the Contract due to any misinterpretation or misunderstanding by it of any fact relating to the Services.

56.4 Best value

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

56.5 Data Protection

- (a) The Supplier shall comply with all of its obligations under the Data Protection Act 1998 and if processing personal data (as such terms are defined in section 1(1) of that Act) on behalf of the Company ("**Company Personal Data**"), the Supplier shall only carry out such processing in order to carry out the Services and at all times in accordance with any instructions from the Company.
- (b) When the Supplier receives a written request from the Company for information about, or a copy of, Company Personal Data, the Supplier shall supply such information or data to the Company within such time and in such a form as is specified in the request (such time to be reasonable) or if no period of time is specified in the request, then the Company shall supply the information or data within fourteen (14) days from the date of the request.
- (c) The Company shall remain solely responsible for determining the purposes and manner in which Company Personal Data is to be processed. The Supplier shall not share any Company Personal Data with any subcontractor or third party unless there is a written agreement in place which requires the subcontractor or third party to:
 - (i) only process Company Personal Data in accordance with the Company's instructions to the Supplier; and
 - (ii) comply with the same data protection requirements that the Supplier is required to comply with under the Contract.

56.6 Conflict of Interest

- (a) The Supplier acknowledges and agrees that it does not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the carrying out of the

Services or with any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the Company.

- (b) The Supplier shall undertake ongoing and regular checks for any conflict of interest throughout the duration of the Contract and in any event not less than once in every six (6) months and shall notify the Company in writing immediately on becoming aware of any actual or potential conflict of interest with the carrying out of the Services under the Contract or with any member of the TfL Group and shall work with the Company to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Company's satisfaction, provided that, where the Company is not so satisfied (in its absolute discretion) it shall be entitled to terminate the Contract.

56.7 Equality and Diversity

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

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

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

56.7.2 The Supplier acknowledges that the Company is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to:

- (a) eliminate unlawful discrimination on the grounds of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation (all "**Protected Characteristics**") and marriage and civil partnership;
- (b) advance equality of opportunity between persons who share a Protected Characteristic and persons who do not share it; and
- (c) foster good relations between persons who share a Protected Characteristic and persons who do not.

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

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

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

56.8 Work Related Road Risk

56.8.1 For the purposes of Clauses 56.8.2 to 56.8.9 (inclusive) of this Contract, the following expressions shall have the following meanings:

“Bronze Accreditation” the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at:
www.fors-online.org.uk

“Car-derived Vans” a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;

“Collision Report” a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;

“Delivery and Servicing Vehicle” a Lorry, a Van or a Car-derived Van;

“Driver” any employee of the Supplier (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Supplier while providing the Services;

“DVLA” Driver and Vehicle Licensing Agency;

“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Lorry”	a vehicle with an MAM exceeding 3,500 kilograms;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
“Side Guards”	guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
“Silver Accreditation”	the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms.

Fleet Operator Recognition Scheme Accreditation

56.8.2 Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, it shall within 90 days of the Commencement Date:

- (a) (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Company, is an acceptable substitute to FORS (the “Alternative Scheme”); and
- (b) (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Supplier has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Equipment on Vehicles

56.8.3 The Supplier shall ensure that every Lorry, which it uses to provide the Services, shall:

- (a) have Side Guards, unless the Supplier can demonstrate to the reasonable satisfaction of the Company that the Lorry will not perform the function for which it was built if Side Guards are fitted;
- (b) have front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of fully operational direct and indirect vision aids and driver audible alerts;
- (c) have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and
- (d) have prominent signage on the Lorry to warn cyclists and other road users of the dangers of passing the Lorry on the inside and of getting too close to the Lorry.

Driver Licence Checks

56.8.4 Where the Supplier operates Delivery and Servicing Vehicles to provide the Services the Supplier shall ensure that:

- (a) it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Drivers licence; and
- (b) each of its Drivers engaged in the provision of the Services has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Services and that the driving licence check with the DVLA or equivalent authority is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences

only), or the Supplier's risk scale, provided that the Supplier's risk scale has been Approved in writing by the Company within the last 12 months:

- (i) 0 – 3 points on the driving licence – annual checks;
- (ii) 4 – 8 points on the driving licence – six monthly checks;
- (iii) 9 – 11 points on the driving licence – quarterly checks; or
- (iv) 12 or more points on the driving licence – monthly checks.

Driver Training

56.8.5 Where the Supplier operates Delivery and Servicing Vehicles to provide the Services the Supplier shall ensure that each of its Drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and on-cycle hazard awareness, throughout the term of the Contract.

Collision Reporting

56.8.6 Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, the Supplier shall:

- (a) ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and
- (b) within 15 days of the Commencement Date, provide to the Company a Collision Report. The Supplier shall provide to the Company an updated Collision Report within five working days of a written request from the Company.

Self Certification of Compliance

56.8.7 Where the Supplier operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Commencement Date, the Supplier shall make a written report to the Company detailing its compliance with Clauses 56.8.3, 56.8.4 and 56.8.5 of this Contract (the "WRRR Self-certification Report"). The Supplier shall provide updates of the WRRR Self-certification Report to the Company on each three month anniversary of its submission of the initial WRRR Self-certification Report.

Obligations of the Supplier Regarding Subcontractors

56.8.8 The Supplier shall ensure that those of its subcontractors who operate Delivery and Servicing Vehicles to provide the Services shall:

- (a) comply with Clause 56.8.2; and
- (b) where its subcontractors operate the following vehicles to provide the Services shall comply with the corresponding provisions of this Contract:
 - (i) For Lorries – Clauses 56.8.3, 56.8.4, 56.8.5 and 56.8.6; and
 - (ii) For Vans – Clauses 56.8.4, 56.8.5, and 56.8.6,

as if those subcontractors were a party to this Contract.

Failure to Comply with Work Related Road Risk Obligations

56.8.9 Without limiting the effect of any other clause of this Contract relating to termination, if the Supplier fails to comply with any of Clauses 56.8.2, 56.8.3, 56.8.4, 56.8.5, 56.8.6, 56.8.7 and/or 56.8.8:

- (a) the Supplier has committed a material breach of this Contract; and
- (b) the Company may refuse the Supplier, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Company for any purpose (including but not limited to deliveries).

57 CompeteFor

57.1 Without prejudice to Clause 36, the Supplier will, on a non-exclusive basis, use the CompeteFor electronic brokerage service (or such alternative web-based tool as the Company may direct from time to time) ("**CompeteFor**") to make available to other suppliers all appropriate opportunities, arising in connection with the Contract, to supply goods, works or services to the Supplier.

57.2 The Supplier will use all reasonable endeavours to ensure that its subcontractors (for the purposes of this Clause, the "**Supplier's Subcontractors**") use CompeteFor, on a non-exclusive basis, to make available to other subcontractors all appropriate opportunities, arising in connection with the Contract, to supply goods, works and services to the Supplier's Subcontractors.

57.3 The Supplier will monitor (and maintain a record of) the number, type and value of opportunities, arising in connection with the Contract, made available to other suppliers via CompeteFor,

whether by the Supplier or the Supplier's Subcontractors, as required by this Clause 57.3, and will report this information on a quarterly basis by way of email to the Company's Representative

Schedule 1
Detailed Terms

Commencement Date:	15th May 2017
Services Delivery Date:	25 th June 2017
Completion Date	31 st December 2017
Supplier's Representative:	[REDACTED] Telent Technology Services Limited [REDACTED]
Address for service of notices:	The Company Secretary Telent Technology Services Limited [REDACTED]
Telephone:	[REDACTED] [REDACTED]
Email:	[REDACTED]
Company's Representative:	[REDACTED] London Underground Limited [REDACTED]

Address for service of notices:	<p>[REDACTED]</p> <p>London Underground Limited.</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
Telephone:	[REDACTED]	
Email:	[REDACTED]	
Additional applicable standards under Clause 3.2(e)	The applicable Standards are listed at Schedule 3 Part A – Appendix A.	
Specification:	See Schedule 3	
Maintenance Plan	See Schedule 4	
Site	The Site is the locations at which the Supplier provides the Services to the assets listed in Appendix A to the Specification Part B and Appendix B to the Specification Part C.	
Contract Price:	See Schedule 2	
Contractual Documentation pursuant to Clause 3.10 (requirements may also be stated in the Specification):	Document	Date/Frequency required
	As stated in Schedule 3	As stated in Schedule 3
Contract meetings pursuant to Clause 3.12 (requirements may also be stated in the Specification):	Meeting	Frequency
	As stated in Schedule 3	As stated in Schedule 3

<p>The following Supplier Personnel are Key Personnel pursuant to Clause 26:</p>	<p>(a) Operations Manager – [REDACTED]</p> <p>(b) Commercial manager – [REDACTED]</p> <p>(c) QEHS Manager – [REDACTED]</p> <p>(d) Director Asset Management – [REDACTED]</p>
<p><i>Application for payment dates</i></p>	<p><i>4 weekly commencing from financial year start date in accordance with the Company's corporate calendar.</i></p>
<p><i>Interest Rate pursuant to Clause 52</i></p>	<p>[REDACTED]</p>
<p>The Schedule 11 Service Point Cost per point is</p>	<p>[REDACTED]</p>
<p>The Schedule 12 nominal cost per LCH (Lost Customer Hours)</p>	<p>[REDACTED]</p>
<p>The Schedule 12 Availability Benchmark is</p>	<p>[REDACTED]</p>

Schedule 2

Payment

1. Introduction

- 1.1. This Schedule 2 sets out the breakdown of the Contract Price for the delivery of the Services under the conditions of the Contract.
- 1.2. The Contract Price is fully inclusive of all costs and expenses of whatever nature and howsoever incurred by the Supplier in the provision of the Services and the performance of the Supplier's obligations in accordance with the Contract.
- 1.3. For the avoidance of doubt all prices in this Schedule 2 (including the Contract Price and schedule of rates) are fully inclusive of all overhead and profit.

2. Contract Price

- 2.1. All prices remain fixed for the duration of the Contract (including the period of extension as set out in clause 2.2 of the Contract) save for Variations agreed between the Company and the Supplier in accordance with clause 9 of the Contract and Schedule 6 (Variation Procedure).
- 2.2. The costs associated with the use or provision of equipment, materials and consumables are included within the rates and prices set out in the Contract Price breakdown unless a specific price is expressly included in the Contract Price breakdown for the provision of such items. Where the costs for provision of equipment, materials and consumables are priced separately the cost of the use and incorporation of such items into the Services is deemed to be within the other rates and prices included in the Contract Price breakdown.
- 2.3. All prices are exclusive of value added tax (VAT).
- 2.4. The breakdown of the Contract Price is contained in Appendix 1 to this Schedule 2.
- 2.5. A schedule of rates is provided as Appendix 2 to this Schedule 2 for use of in the pricing of Variation Proposals in accordance with Schedule 6 (Variation Procedure).

3. Retention

- 3.1. Unless otherwise stated in the Contract, no retention is deducted from the monies due to the Supplier.

Appendix 1
Contract Price Breakdown

Appendix 2
Schedule of rates



Schedule 3 Specification

Specification Part A – General Requirements

1. Account Management Team

- 1.1. The Supplier shall provide a team of suitably qualified and experienced staff able to deliver a cost effective service that meets the specified quality standards (the “**Account Management Team**”). The Account Management Team structure, including roles and responsibilities, is subject to agreement by the Company.
- 1.2. The Supplier shall provide an adequate level of staff supervision at all times for all Supplier staff engaged in delivery of the Services.
- 1.3. The Supplier’s Representative or nominated delegate shall be available and contactable 24 hours per day, seven days a week, every day of the year.

2. Security Vetting

- 2.1. The Supplier’s staff requiring access to certain parts of the Site shall be subject to security checks. Details for required security and the parts of the Site to which they are applicable are provided in Appendix B. The Supplier’s staff working in these areas shall undergo a clearance procedure before working in these areas. The Supplier’s staff without security clearance shall be escorted at all times by a member of the Supplier’s staff who is security cleared, and then only if the individual under supervision has a security clearance application submitted and pending. Any such supervision required will be provided at the Supplier’s cost.
- 2.2. The Supplier shall provide sufficient numbers of security cleared staff to deliver the Services without disruption.
- 2.3. The Supplier shall provide details of security cleared staff to the Company and shall keep full records of all clearances and rejected clearances.

3. Immigration, Asylum and Nationality Act 2006

- 3.1. The Company is required to seek assurance that its contracted suppliers are complying with the Immigration, Asylum and Nationality Act 2006, in relation to the staff employed by such suppliers on the Company’s contracts, particularly those that are site based. In particular assurance shall be provided that they:

- a) Only employ persons legally resident within the UK and legally permitted to undertake paid employment in the UK.
- b) Have undertaken pre-employment screening in accordance with the current Baseline Personnel Security Standard (BPSS), including proof of identification, right to work in the UK, previous three years employment history and basic criminal records check (or heightened levels of pre-employment screening where applicable and as instructed by the Company).
- c) Have appropriate staff, trained to the required level in the requirements of immigration legislation employed on pre-employment screening. Managers who are inspecting original identity and right to work documentation should be given appropriate guidance as to how to detect that documents are fraudulent in line with the Centre for the Protection of National Infrastructure Guidelines (CPNI).
- d) Have robust documented processes and procedures for managing pre-employment screening and make evident an auditable record.
- e) Maintain appropriate records in relation to pre-employment screening, in accordance with the Data Protection Act 1998 and European Data Directive 95/46. The Supplier shall ensure that robust safeguards are put in place for the processing, storage and destruction of sensitive information such as criminal disclosure certificates.
- f) The Supplier is responsible for carrying out and paying for any disclosures for all employees before they enter the Company's buildings. This shall consist of verifying various documentation and references. These shall comprise:
 - Proof of Identity at least two of the following: current passport, UK birth certificate; EU national ID card; UK photo driving license (only to be accepted as secondary document).
 - Satisfactorily authenticated former employer written references going back a minimum of three years. The "to whom it may concern" type is not acceptable; applications for references must be made by the Supplier to past employers and evidence of requests should be recorded in line with good HR practice.
 - Copy of naturalization certificate for all naturalized citizens.
 - Proof of address; bank statement, credit card statement, utility bill, council tax bill, mortgage statement, government agency communication i.e. Inland Revenue, insurance document within last 3 months.
 - Proof of right to work: For all non-European Economic Area (EEA) citizens, copy of indefinite leave to remain document or if limited leave to remain

status; copy of work or student visa documents, immigration status document stating restricted right to work in the UK or UK biometric identity card for migrant workers. For EEA nationals of Accession States the Supplier shall ensure compliance with the Workers Registration Scheme or Accession Authorization Scheme, whichever is applicable.

- 3.2. The Supplier shall ensure compliance with the Immigration, Asylum and Nationality Act 2006, and subsequent amendments therein.
- 3.3. Failure to carry out the checks outlined above will be regarded as a fundamental breach of contract and treated accordingly. Lack of cleared staff is no mitigation for non-delivery of the service.
- 3.4. The Company will not take any responsibility for staffing issues arising due to delays in security clearance. It is the Suppliers responsibility to ensure that the Contract is adequately resourced at all times. The Supplier is responsible for all costs associated with this process.
- 3.5. The Company reserves the right to inspect and audit, or appoint an independent specialist to inspect and audit, the Supplier's records to confirm that adequate checks have been carried out in line with requirements for every person used in connection with the Contract. Responsibility for employees lies with the Supplier and not the Company even if the Company has audited the documents. The Supplier shall also provide evidence that any employment agency it uses follows the same procedures and that all agency staff employed have appropriate approvals.

4. Security Passes

- 4.1. Supplier staff shall wear a relevant security pass and/or Supplier pass at all times when on the Site. Where the Company does not provide such passes to the Supplier's staff, the Supplier shall implement its own security pass arrangements that shall be approved by the Company in advance. As a minimum the Supplier provided security pass shall include the staff member's name, photograph and an expiry date. This requirement does not replace and is in addition to any specific Company entry permits issued as part of a training course which may be required for certain parts of the Site. Company specific training requirements are more particularly defined in Section 15 of this Part A of the Specification.

5. Keys and Access

- 5.1. When required, keys and access cards (including other methods of controlled access) shall be provided to the Supplier and the Supplier shall be responsible for the safe keeping of such keys and access cards. The Supplier shall not manufacture duplicate keys and access cards under any circumstances. The Supplier shall return to the

Company all keys and access cards that have been issued on completion of any specific section of works for which keys and access cards have been issued.

5.2. Should the Supplier lose any key or access card provided by the Company then immediately on discovery of the loss, the Supplier shall:-

(a) notify the Company of the loss; and

(b) pay to the Company the cost of replacement of the key(s) or card(s) including any associated installation work

6. Appearance, Dress Code and Behaviour

6.1. The Supplier shall ensure that all staff engaged in delivery of the Services shall be of good character, capability, appearance and behaviour. The Supplier's staff shall undertake the Services with a high level of awareness of customer service.

6.2. The Supplier shall ensure that their staff maintains the highest standard of appearance and behaviour at all times and are professional and courteous when dealing with customers, Company staff and visitors.

6.3. The Supplier's staff engaged in the delivery of the Services shall comply with the TfL Code of Conduct. The Supplier shall ensure that their operatives execute work activities on Site with minimal levels of noise and appropriate conduct, especially within or close to any residential buildings and shall note and comply with any noise abatement requirements.

6.4. Whilst on duty, the Supplier's Staff shall wear an appropriate uniform and Personal Protective Equipment (PPE) for the tasks being performed, and for the location in which they are operating. The wearing of personal accessories including dangling neckwear or similar articles should also be considered and not impact on the safety of performing the tasks. This shall be agreed with the Company prior to the Commencement Date and prior to any proposed change in design or style. All uniforms and PPE must be distinguishable from that of Company branded clothing.

6.5. Uniforms and/or PPE shall be clean and free from marks and soiling and shall be in good repair at all times.

7. Building Records Management

7.1. The Supplier shall be responsible for maintaining and updating operation and maintenance manuals, drawings, maintenance and service records, compliance certificates, inspection programmes, orders, log books, system files, documents and the relevant Health and Safety file(s) (including a location specific risk register) relating to the

delivery of the Services at the Site. These shall/may be held at Site work locations. The Supplier shall ensure that they remain fully up-to-date at all times, are fully detailed, legible, dated and signed by the Supplier and they shall remain the property of the Company.

- 7.2. The Supplier shall store retain and dispose of all records in accordance with the Company's policies and procedures. The Supplier shall hold all records electronically unless otherwise agreed with the Company. Where records are updated in accordance with 7.1, the Supplier shall show all changes clearly and provide the updated records within 1 month of the completion of works.
- 7.3. The Supplier shall keep up-to-date disposal records for all hazardous waste.
- 7.4. The Supplier shall have the items referred to in paragraphs 7.1 to 7.4 above available for inspection by the Company within 1 day of the issue of the request for inspection.
- 7.5. Data shall be transmitted electronically by the Supplier to the Company in a format as required by the Company

8. Materials and Equipment

- 8.1. The Supplier shall be responsible for the supply, delivery, offloading, storage (where no storage can be provided by the Company) and testing of all materials, consumables, tools and equipment including all safety equipment necessary to undertake the Services.
- 8.2. The Supplier shall provide to the Company, on request, any data/information on the safe use and storage of all Supplier materials, consumables, tools and equipment used at the Site Only Energy A+++', 'A++', 'A+' or A rated appliances shall be provided as replacements for appliances
- 8.3. The Supplier shall ensure the most energy efficient replacement materials, consumables, tools and equipment are selected wherever possible.
- 8.4. The Supplier shall ensure that all replacement parts, components or materials are on a like-for-like basis. Where this is not possible or would invalidate a warranty, parts or materials shall be of a comparable quality and appearance and shall be agreed in advance with the Company. Assets, consumables and components shall be replaced with a new product sourced from the same manufacturer with the same product number. The Supplier may identify alternative products which may provide commercial or operational benefits to the Company and which shall only be used by approval from the Company. The Supplier shall ensure that, in relation to the existing, all replacement parts, components, materials and finishes demonstrate equal or superior whole life costs, quality and performance for the

Company, as defined by the Company. Where this is not possible or would invalidate a warranty, parts, materials and finishes shall be agreed in advance with the Company.

- 8.5. The Supplier shall submit details of materials, consumables tools and equipment to be used in the delivery of the Services to the Company for approval.
- 8.6. In accordance with the Company's commitment to reducing its' environmental impact through responsible procurement, the Company requires the use of materials and consumables utilised in the delivery of the Services, as far as reasonably practicable, that are accredited to the European Eco-label standard (or equivalent).
- 8.7. The Supplier shall provide and hold an adequate supply of fully tested spares and consumables to support the delivery of the Services. The minimum requirements for critical spares holdings are set out in Appendix B to Part B and Appendix C to Part C of the Specification.
- 8.8. The Supplier shall provide and hold an adequate supply of fully tested and approved spares to support the delivery of the Services. Extended lead-in times shall be taken into consideration by the Supplier when ordering spares.
- 8.9. Any tools, equipment or spares which are provided by the Company, for use by the Supplier, are solely for use in the delivery of the Services. Title to the tools, equipment or spares shall remain with the Company.
- 8.10. The Supplier shall ensure that all equipment supplied and used in the delivery of Services is in good working order and are suitably identified and shall carry the correct and valid certification/license, and where applicable, shall be used by the relevant trained operative.
- 8.11. The Supplier shall ensure that inspection, testing and servicing of Supplier equipment and systems is undertaken to ensure they remain safe and available for operational use at all times.
- 8.12. The Supplier shall maintain a record of any items of Company's work equipment or assets issued to the Key Personnel. Work equipment shall be inspected and maintained to ensure it remains safe and available for operational use at all times in accordance with the Provision and Use of Work Equipment Regulations 1998 (PUWER).
- 8.13. The Supplier shall only use materials and equipment that is approved for use by the Company on the Company's approved list of products and materials and complies with Standards where applicable and ensure that all supplied assets, consumables and components meet or exceed the required and statutory standards that are

current throughout the life of the Contract, and any extension thereof. Where it is necessary (for example due to asset obsolescence) for the Supplier to use materials and equipment that do not comply with this requirement the Supplier shall obtain the Company's written approval.

8.14. Equipment installed by the Supplier, which in the reasonable opinion of the Company do not meet these requirements, shall be removed and replaced with acceptable equipment by the Supplier at no cost to the Company. If the Supplier is unable, or unwilling to replace any unsuitable equipment then the Company may arrange their replacement at the Supplier's cost.

8.15. Materials used shall as far as reasonably practicable pose no hazard to health and shall not contravene any relevant regulations or statutory requirements. The labelling and handling of materials that may pose a health hazard shall be to the latest revision of the COSHH Regulations

8.16. The Supplier shall manage the stock levels of consumables to ensure availability to replenish on a reactive basis at all times.

8.17. The Supplier shall ensure consumables are of an appropriate quality standard to reflect the nature of the Sites.

9. On-Site Storage & Accommodation

9.1. No office accommodation or vehicle parking facilities are provided at the Site for the Supplier's use. The Supplier shall make his own arrangements in this respect and shall pay all fees and charges in connection therewith.

9.2. The Company will endeavour to provide suitable welfare and storage facilities at the Sites but these cannot be guaranteed. The provision of such facilities shall be subject to local agreement.

9.3. Where such facilities are unavailable, the Supplier shall make his own arrangements in this respect and shall pay all fees and charges in connection therewith.

10. Temporary Hoardings

10.1. The Supplier shall provide temporary hoardings should they be required in the delivery of the Services. The Supplier shall construct temporary hoardings in accordance with Standard S1027 Site Hoarding, Fencing and Barriers.

10.2. The Supplier shall protect existing structures from damage during the delivery of the Services by the use of any necessary props, screens, fans, waterproof sheets, dust sheets and the like, and any damage caused shall be made good by the Supplier.

11. Utilities

11.1. The Company will provide water, gas and electricity to the Supplier. The Supplier shall provide all electrical leads from the local socket outlet to the place of work, including all necessary extension leads. All leads shall be appropriately tested and tagged in accordance with all current Engineering and British Standards. The Supplier shall use battery operated tools and equipment where possible to prevent circuits being overloaded.

12. Removal and Management of Waste

12.1. The Supplier shall be responsible for the prompt removal from the Site of all waste or surplus material generated by the Supplier in the delivery of the Services and shall ensure its safe disposal.

12.2. The Supplier shall dispose of waste in accordance with the Company's waste policy and waste hierarchy.

12.3. The Supplier shall report to the Company when requested within five (5) working days of all waste arising in the delivery of the Services.

13. The Company's Asset Management System

13.1. The Company currently controls its asset data via two main asset management systems (Maximo and Ellipse).

13.2. In accordance with Contract Clause 22.1 the Supplier shall provide asset data updates to the Company in an agreed format compatible with the Company's Asset Management Systems and the Company shall import those records into its systems.

13.3. The Company plans to ultimately move to the use of a single Asset Management System, where upon direct access to the system may be provided to the Supplier and in which event the Supplier will be required to directly input all asset records into the Asset Management System.

13.4. The Supplier is required to record and provide data on all service activities as follows:

13.4.1. Planned Maintenance

The accepted Maintenance Plan shall be loaded into the Supplier's asset management system and work orders assigned accordingly. The Supplier shall manage, update and complete all work orders by providing asset data update for inputting into the Asset Management System in accordance with 13.2 and 13.3 above.

13.4.2. Reactive Maintenance

All Faults are logged via the Company's Help Desk and the details entered into the Asset Management System. Work order(s) will be generated in the Asset Management System and issued to the Supplier. The Supplier shall manage, update and complete all work orders and provide all necessary information to update the Asset Management System on completion of each work order.

13.4.3. Work Orders

The Supplier shall perform the work and 'complete' the work order recording the details of the work done against the work order for entry into the Asset Management System. The purpose of this process is to create a record log of planned and actual work undertaken on each asset with the Asset Management System.

Work orders must be completed within 12 hours of the final off site time. Final off site time is the date and time the Supplier's operative left Site having completed the Services required by the work order.

For Reactive Maintenance, to enable the Company's help desk to be provided with up to date information, the Supplier shall for Reactive Maintenance provide a work order close out report within the following timescales. A work order close out report shall be provided after each visit irrespective of whether the required work has been completed:

- a. For Emergency faults – telephone call to appropriate Company Help Desk confirming repair as soon as defect is resolved and the information for updating the Asset Management System within 30 minutes of off-site time
- b. For Urgent and Non-Urgent faults – the information for updating the Asset Management System to be provided within 12 hours of off-site time.

Work order close out report shall include:

- Work Order number
- Date and time of attendance
- Date and time of completion
- Building/Station Site
- Asset location (Physical (SID Code); System; Component)
- Attending Supplier and Engineer's name and signature
- Activity undertaken on each visit (E.G.: Work logs including: parts, materials and labour used)

- Asset Condition Assessment
- Underlying Cause and recommended reallocation of fault code if required
- Further recommended action (if applicable)

Any issue or defect that the Supplier becomes aware, constituting a Health and Safety issue or with the ability to become a service affecting fault, must be reported to the nominated Company's help desk immediately.

If after attending Site it is found that a work order has been generated for an asset that is outside of the scope of the Contract, the Supplier shall telephone the nominated Company help desk immediately to ensure that the work order is re-allocated.

14. The Company's Helpdesk and Local Reporting Systems

14.1. The Company operates a number of helpdesks and/or local reporting systems for reporting and recording faults by the Company's staff. Faults will be reported to the Supplier via the Company's helpdesk facility or local reporting system utilised by the relevant Company delivery unit. Full details including the reporting process of each helpdesk or local reporting system utilised by each business unit will be provided to the Supplier during mobilisation.

14.2. It is the Company's intention to rationalise the process of fault reporting across the TfL business during the term of the Contract although this cannot be guaranteed.

14.3. The Supplier shall provide a 24/7 response for all faults reported by the Company. The Supplier's call centre facility shall be the contact point for the Company and must be operated at all times by suitably trained staff. The call centre facility shall be contactable by telephone, facsimile and email at all times. The Supplier's call centre facility shall receive data from the Company and shall share data with the Company as required.

15. Temporary works

15.1. The Supplier has included where reasonably possible for the temporary removal and reinstatement of suspended ceilings, vitreous enamel panels, floor trays, access covers and other such items to facilitate access to all equipment.

15.2. Furniture, suspended ceilings, tiles, raised floor trays, vitreous enamel panels and other such items temporarily removed for access shall be reinstated at the end of the shift and any dust and dirt arising removed by vacuum cleaner (battery operated

or 110 volt with a current PAT label) and the Site left clean and tidy. Suspended ceiling tiles, raised access floor trays, vitreous enamel panels and the like temporarily removed for access shall be referenced to ensure correct position and orientation upon reinstatement by the Supplier. In the event that the Supplier (having used its best endeavors) is unable to reinstate any items, it shall before leaving Site place the items which have not been reinstated in a safe location, make the area safe and secure and report the matter to the Station Supervisor and the Company's Representative. The Company Representative will arrange for others to complete the reinstatement works where it is agreed that the Supplier has acted reasonably.

15.3. Suspended ceiling tiles, raised access floor trays, vitreous enamel panels and the like removed for access shall be cleaned to ensure no dirty marks, finger prints or other such blemishes are apparent upon reinstatement.

16. Skills and Training

16.1. Skills and Qualifications of the Supplier's Staff

- 16.1.1. The Supplier shall provide staff suitably qualified and experienced to deliver the Services.
- 16.1.2. The Supplier shall ensure that there is a sufficient level of trained and competent staff to provide all the requirements of the Services at all required times.
- 16.1.3. The Supplier shall provide staff qualified and competent in the discipline they are performing. The Supplier shall employ competent staff who will be responsible for planning, overseeing and signing off completed works / tasks.
- 16.1.4. The Supplier shall provide details of the number and types of staff to which training will be provided to meet the skills and qualification requirements. The Supplier's proposals shall be subject to agreement and approval by the Company.
- 16.1.5. The Supplier shall appoint one or more competent persons to assist in undertaking the planned and reactive maintenance set out in this specification. A person is regarded to be competent where sufficient training and experience or knowledge and other qualities are held to enable them to properly meet the requirements set out in this specification. An example would be the attainment of accreditation by a recognised professional third party scheme e.g. IRSE Licensing.

16.2. Company Mandatory Safety Training of the Supplier's Staff

16.2.1. In addition to the skills and qualifications requirements, set out in paragraph 16.1 above, the Supplier's staff is required to undertake Company mandatory safety training courses as appropriate.

16.3. Training Plan

16.3.1. The Supplier shall prepare a contract specific training plan for each of its staff who is engaged in the delivery of the Services. This shall include:

- (a) the skills and qualifications requirements as detailed in paragraph 16.1 above.
- (b) the Company mandatory safety training requirements as detailed in paragraph 1.1 above; and
- (c) any other vocational, statutory or compliance training deemed necessary by the Supplier.

16.3.2. The Supplier shall review and update the training plan every four- week period.

16.3.3. The Supplier shall provide staff engaged in delivery of the Services with adequate training on the following, including, but not limited to:

- (a) the tasks they have to perform; and
- (b) use of all necessary equipment required to deliver the Services; and all relevant legislation, British Standards and Company's rules, procedures, standards and codes of practice which relate to delivery of the Services.

17. Safety Training / Licencing Requirements

17.1. The execution of critical and safety related engineering tasks by competent personnel plays an essential part in meeting the objectives of the specification.

17.2. The levels of competence required by LU shall be those recognised by the Institute of Railway Signalling Engineers Scheme (IRSE) or an equivalent accreditation/training scheme. The Supplier must demonstrate how they comply with this requirement or produce an outline plan / programme of how they intend to meet this level of competence. Any competency scheme will be subject to audit by the Company.

17.3. Access to equipment that would normally involve walking on the track in tunnels will only be allowed during Engineering Hours (as defined in Schedule 5), unless alternative action is seen to be necessary by the line management. Relevant training of staff is required to permit trackside access.

18. Standards

18.1. Appendix A to this Part A of the Specification contains a list of Standards which the Supplier shall comply with in the delivery of the Services and details the applicable revision number which the Supplier has made reference to in the calculation of the Contract Price.

18.2. The Supplier shall be a controlled copy holder of the Company's Standards. The Supplier shall be obliged to comply with the latest revision of all Standards and ensure that any changes to any standards that impact on the Services are notified to the Company Representative as soon as reasonably practicable.

18.3. In the delivery of the Services the Supplier shall notify the Company of any partial or non-compliances against the Standards.

18.4. In the event of a conflict between the provisions of different Standards, the Standard with the most stringent provisions shall apply. Any Dispute arising in such a circumstance shall be dealt with in accordance with Clause 45 (Dispute Resolution) of the Contract.

18.5. For the avoidance of doubt where a Standard listed in Appendix A cross refers to a Standard which is not listed, the requirements of the cross referenced Standard shall also be held apply. For Standards crossed referenced, not listed in Appendix A, the revision number shall be construed as the version current at the date of this Contract.

18.6. In addition to compliance with Standards the Supplier shall ensure that all works, operations and actions carried out pursuant to the Contract and all equipment and plant, machinery, apparatus and substances used shall comply with current and relevant statutory instruments, legislation and regulations. In particular your attention is drawn to the following legislation, but not limited to:

- (a) Health, Safety at Work Act 1974;
- (b) Electricity at Work Regulations 1989;
- (c) The current edition of IET Wiring Regulations (BS7671:2008);
- (d) European Directive 89/336/EEC Electromagnetic Compatibility;
- (e) Control of Substances Hazardous to Health Regulations 1999;
- (f) Noise at Work Regulations 1989;
- (g) Environmental Protection Act 1990;

- (h) Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995;
- (i) The Workplace (Health, Safety & Welfare) Regulations 1992;
- (j) Management of the Health and Safety at Work Regulations 1992;
- (k) Personal Protective Equipment Regulations 1992;
- (l) Manual Handling at Work Regulations 1992;
- (m) Provision and Use of Work Equipment Regulations 1998;
- (n) The Supply of Machinery (Safety) Regulations 1992 and (Amendments) 1994;
- (o) Current British Standards and Codes of Practice;
- (p) Current HSE Guidance Notes and ACOPs;
- (q) TfL Facilities Standards;
- (r) TfL telecommunications specific standards;
- (s) British Security Industry Association standards;
- (t) Center for the Protection of National Infrastructure standards.

19. Business Continuity Plan

19.1. The Supplier will ensure they have robust Business Continuity Plans to ensure the continued delivery of the services

19.2. The supplier's Business Continuity Plans will be reviewed and available to the Company for audit

20. Management Arrangements

20.1. The Supplier shall maintain on going day-to-day management arrangements to ensure effective delivery of the service

20.2. The Supplier shall maintain suitable governance structures and systems that are able to deliver the Services and ensure that the Company's relationship management and service management requirements are dealt with at an appropriate level comprising appropriate operational managers, including:

- a) management of the services;
- b) financial management; and
- c) performance and quality management

20.3. The Supplier, with the Company, will set up and implement governance levels shown in the table below to meet at the specified intervals during the Contract Term. A contract review meeting will also be set up which will be commercially led.

Level	Governance Group	Attendees	Frequency
1	Operating Level	Engineering and Contract Staff Technical Account Managers	Daily conference call
2	Service Manager Level	Commercial Management Operating Level Management	Four Week Period
3	Senior Manager Level	Head of Stations Account Director Asset Management Director	Six Monthly
4	Director Level	Head of Procurement General Manager Asset Management Director Managing Director	Annually

20.4. The Supplier shall ensure that its representative at all meetings have delegated power and authority to act on behalf of the Supplier

20.5. The Supplier shall ensure that its representative at all meetings have delegated power and authority to act on behalf of the Supplier.

21. Periodic Meetings & Report

21.1. The Supplier will produce a Period Review Report for review at the contract review four weekly meeting and will include:

1. Executive Summary
2. KPI's
 - a. Safety Tours & Inspections
 - i. Scores achieved
 - ii. Issues & Corrective Actions
 - b. Asset Register
 - i. Scores Achieved
 - ii. Issues and Actions
 - c. Planned Maintenance
 - i. Scores Achieved
 - ii. Issues and Actions
 - d. Technical Inspections
 - i. Scores Achieved

- ii. Issues and Actions
 - e. Service Points
 - i. Scores Achieved against target
 - ii. Service Point Graph
 - iii. Issues and Actions
 - f. Deliverables
 - i. Scores Achieved on
 - Method Statement and Risk Assessments
 - Quality Plan
 - Construction Phase Plan
 - Environmental Management Plan
 - Safety Alerts
 - Toolbox talks
 - Payment Application
 - Period Report
- 3. Health, Safety & Environmental
 - a. Incidents
 - b. IRF
 - c. RIDDORs
 - d. Internal Audits
- 4. Summary of Performance
 - a. Fault graphs & commentary
- 5. Asset Refresh/Obsolescence
 - a. Any new risks
 - b. Current risks and Mitigation
 - c. On-going pricing or Projects
- 6. Commercial
 - a. Payment application
 - b. Correspondence
 - c. Maintenance Variations Summary
 - d. Maintenance CNVC Summary
- 7. Innovation
 - a. Suggestions for performance improvement
 - b. Current initiatives update

Appendices

- A – Performance graphs and fault details
- B – PPM planned v completed
- C – Spares
- D – Asset movements
- E – Commercial documentation

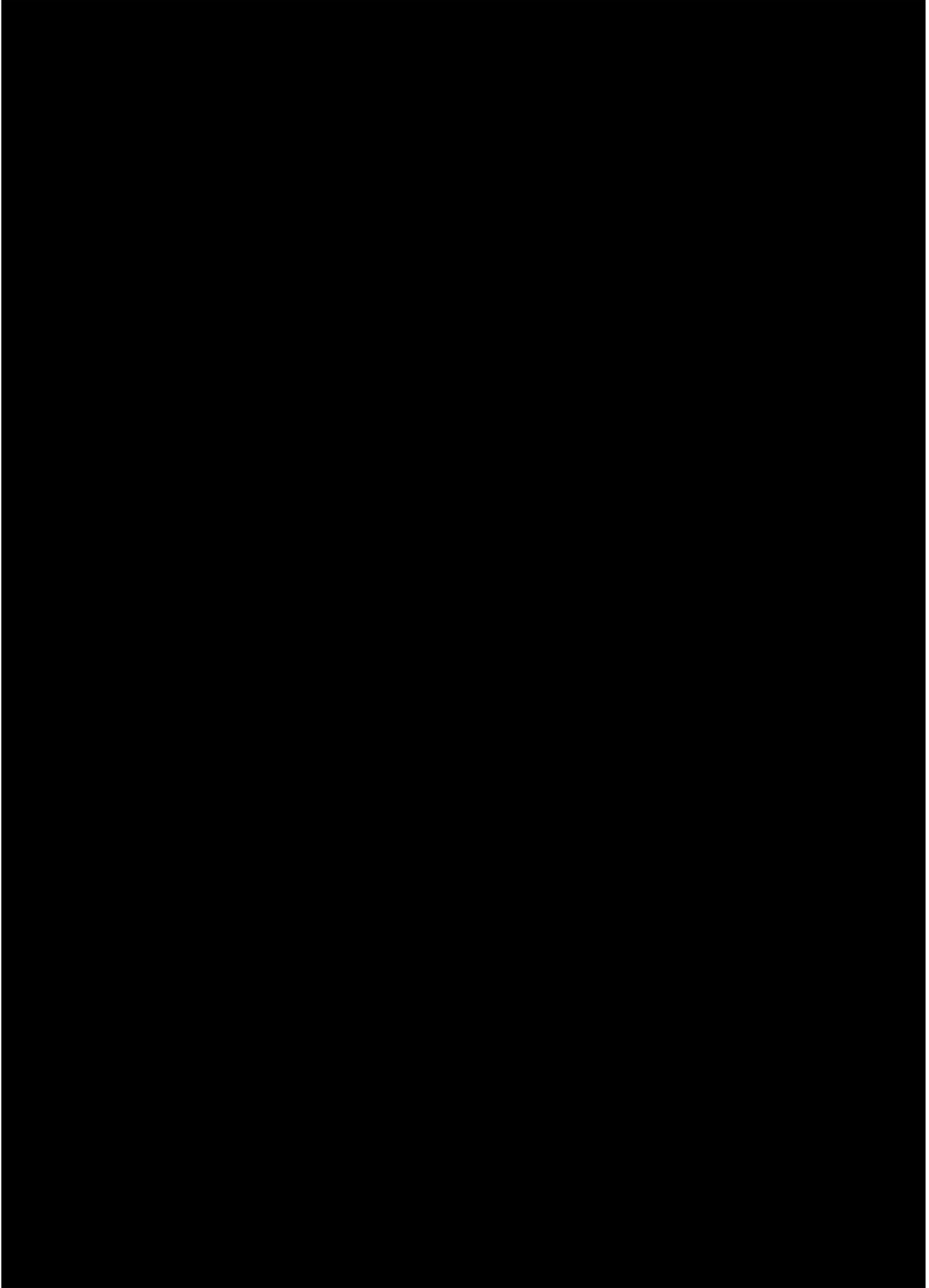
Appendix A: Standards

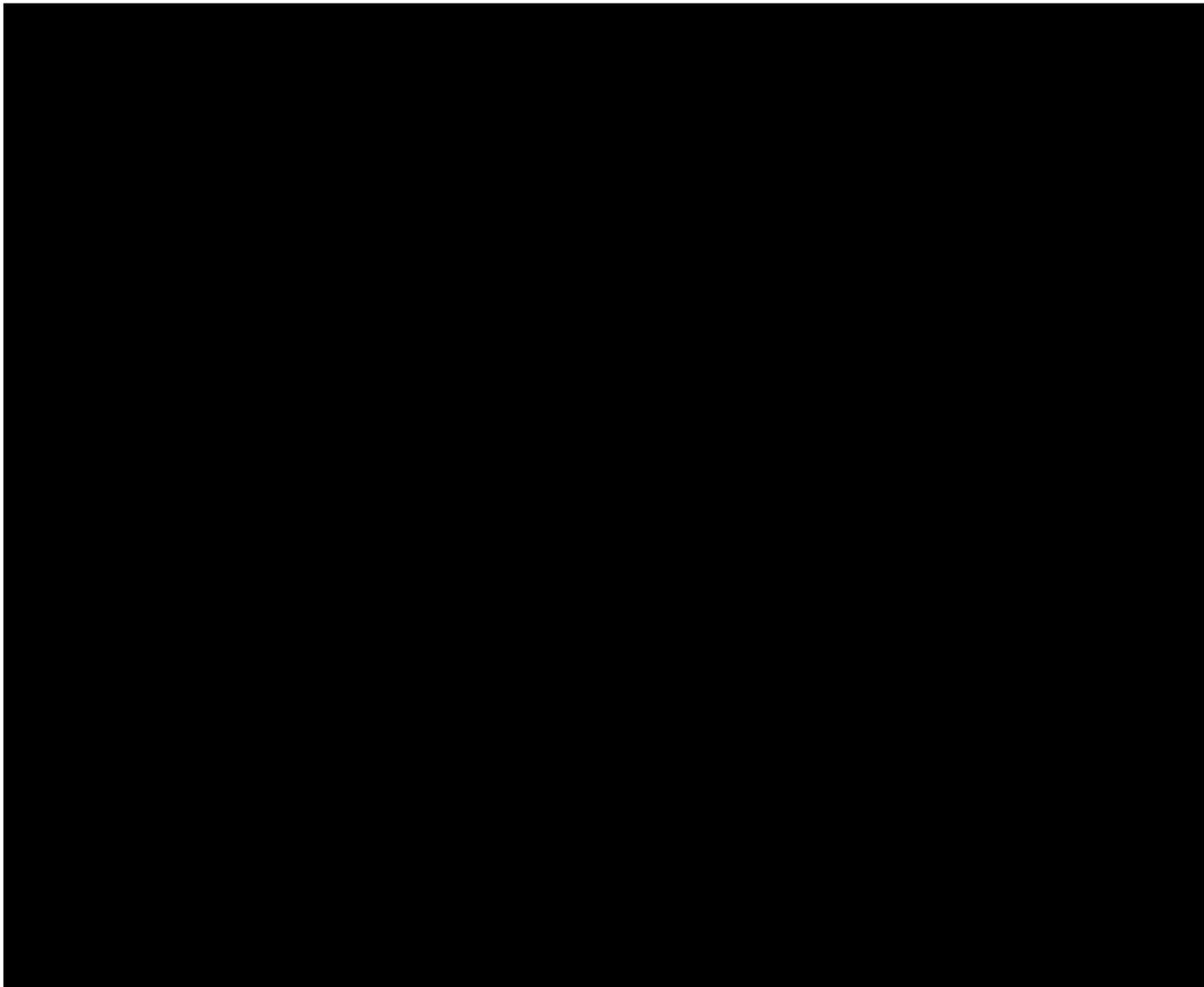
LUL Standards			
Ref	Standard Nr	Revision Nr	Title
1.	S1027	A2	Site Hoarding Fencing and Barriers
2.	S1140	A2	Telecommunications Philosophy and Principles
3.	S1147	A1	Surveillance & Security Systems
4.	S1538	A11	Assurance
5.	S1552	A18	Contract QUENSH condition
6.	1-142	A5	Operational Information Systems
7.	1-143	A3	Emergency Traction Current Discharge System
8.	1-144	A1	Wireless Communication Systems
9.	1-145	A1	Wired Communication Systems
10.	1-146	A1	Station Asset Communications Networks
11.	1-150	A1	Telecommunications - OPO CCTV
12.	G-150	A1	OPO CCTV Systems
13.	G-149	A1	Installation And Maintenance Of Audio Frequency Induction Loops (AFIL)
14.	G-148	A3	Management of Noise due to Public Address Systems
15.	JNP-ENG-S9002	A1	Dot matrix indicator internal cleaning
16.	JNP-ENG-S9003	A1	Standard for tunnel telephone rooms
17.	JNP-ENG-S9004	A1	Access control systems
18.	SCS-ST0002 (Cat 2)	A3	Systems standard for OPO monitors and mirrors

Head Office Standards			
Ref	Standard Nr	Revision Nr	Title
			Manual
1.	-	Issue 1	Manual to the Standards
			Product Selector Standards
2.	BLK02	Issue 1	Office Products
3.	BLK03	Issue 1	Social Space Products
4.	BLK04	Issue 1	Meeting Room Products
5.	BLK05	Issue 1	Kitchenette Products
6.	BLK06	Issue 1	Reception Products
7.	BLK07	Issue 1	Product Fact Finders
			Building Services Standards
8.	BLU01	Issue 1	Central Heating Plant
9.	BLU02	Issue 1	Space Heating
10.	BLU03	Issue 1	Mechanical Ventilation

Head Office Standards			
Ref	Standard Nr	Revision Nr	Title
11.	BLU04	Issue 1	Air Conditioning
12.	BLU05	Issue 4	Refrigeration and Cooling
13.	BLU06	Issue 2	Plumbing & Drainage
14.	BLU07	Issue 1	Water Services
15.	BLU08	Issue 1	Natural Gas
16.	BLU09	Issue 1	Fire Protection Installations
17.	BLU10	Issue 1	Emergency Generators
18.	BLU11	Issue 1	Electrical Distribution
19.	BLU12	Issue 1	Small Power Installations
20.	BLU13	Issue 1	Lighting Installations
21.	BLU14	Issue 4	Fire Alarm Systems
22.	BLU15	Issue 1	Security & Access Control
23.	BLU16	Issue 1	Lift Installations
24.	BLU17	Issue 1	Building Management Systems
25.	BLU18	Issue 1	Metering
			Environmental Standards
26.	GRN01	Issue 2	Environmental Guidelines
27.	GRN02	Issue 1	Design Criteria
28.	GRN03	Issue 1	Acoustic Design Criteria
			Architectural Standards
29.	RED01	Issue 1	Signage
30.	RED02	Issue 4	Floor Finishes
31.	RED03	Issue 4	Wall Finishes and Internal Partitions
32.	RED04	Issue 2	Ceiling Finishes
33.	RED05	Issue 1	Internal Solar Shading Devices
34.	RED06	Issue 4	Furniture
35.	RED07	Issue 1	Window Film and Draught Stripping
36.	RED08	Issue 4	Space Planning
			Fabric Standards
37.	YEL01	Issue 2	Windows
38.	YEL02	Issue 4	Doors
39.	YEL03	Issue 1	Fire Stopping and Fires Barriers
40.	YEL04	Issue 1	Insulation of Building Thermal Elements
41.	YEL05	Issue 2	Bird Repellent Measures

Appendix B: Security Checks





Specification Part B - London Underground Premises

1. General Description of the Services

- 1.1. The Supplier shall deliver planned maintenance services and reactive maintenance services, spares maintenance services, software maintenance services and testing and commissioning services as set out in Sections 2, 3, 4, 5 and 6 below. Such services are provided to the assets listed in Appendix A to this Specification Part B.
- 1.2. The assets are to be available for use during Traffic Hours (as defined in Schedule 5) for 365 days of the year.
- 1.3. The Supplier is to ensure that the Services are available 24/7, 365 days a year.
- 1.4. Access times to the Underground Network may be amended from time to time and the Supplier is required to refer to any Traffic Circular, Engineering Works & Safety Arrangements Circular, nightly engineering notices, Night Tube timings and in particular comply with the requirements of Schedule 5 (Access).
- 1.5. The Supplier is to be aware of the Night Tube service run by the Company and be cognisant of the resulting restricted access arrangements that apply in respect of providing the Services.
- 1.6. The Supplier shall ensure that all technical, quality and performance requirements are achieved in a safe and economic manner
- 1.7. The Supplier shall minimise reported faults by the carrying out of expeditious planned preventative maintenance and through the use of a remote monitoring and diagnostic system as a predictive/preventative fault tools where available.
- 1.8. The Supplier may submit any alternative proposal(s) relating to the provision of the Services in writing to the Company's Representative at any point during prior to Completion. Any such alternative proposals shall include supportive information for the business case for that proposal.
- 1.9. The Supplier may only implement the proposal once the Company's Representative has accepted the proposal in accordance with the Variation Procedure.

2. Planned Maintenance Services

- 2.1. The primary purpose of planned services is the prevention of faults and therefore this service shall be reviewed on a regular basis and changed if required based on the performance of the assets.

- 2.2. The Supplier shall provide an annual programme for planned maintenance services to detail the maintenance activities and frequencies to be undertaken.
- 2.3. The Supplier shall demonstrate it is intended to undertake planned maintenance services on the systems described within this Part B of the Specification.
- 2.4. The following scope of planned maintenance services is for guidance purposes only:
- The mechanical integrity, security and cleanliness of each item and its associated cabling, connectors, terminations, indicators, switches and fixings.
 - The integrity, security and legibility of equipment labelling, legends and markings.
 - The correctness and completeness of equipment, cabling and cable termination labelling and marking.
 - System function and performance conformance.
 - Functional correctness of dual redundancy and switch-over operation (where applicable).
 - Overall system performance.
 - System diagnostics & measurement and records, condition monitoring and assessment / record evaluation.
 - The accuracy and upkeep of as-built drawings, asset lists and configuration information.
- 2.5. Detailed programmes, method statements and scopes of works are to be provided to the Company's Representative in advance of work taking place.
- 2.6. Unless otherwise agreed in advance, the planned maintenance servicing of equipment shall in no manner disrupt the operation of other equipment or facilities provided within the station or within other stations or station control rooms.

3. Reactive Maintenance Services

- 3.1. The Supplier is responsible for the rectification of all faults that occur on the systems described within this Part B of the Specification and is therefore required to respond accordingly to all fault calls on the system.
- 3.2. All requirements for reactive maintenance services shall be instigated through contact with the Supplier's service desk
- 3.3. Should attendance on site following the report of a failure result in the Supplier identifying a fault to equipment or cabling relating to equipment interfaced to the system specified under this Contract, but beyond the scope of this Contract, the Supplier shall immediately report details of the failure to the Company's help desk. In this instance, the Supplier shall provide

the necessary co-operation with others to clearly localise faults that are the responsibility of other system maintainers.

- 3.4. As part of reactive maintenance services the Supplier shall carry out all necessary adjustments, repairs or replacements of items to return the equipment to normal operating conditions.
- 3.5. On identification of a major fault requiring repair or replacement at a later time as agreed with the Company's Representative, the provision and installation of a suitable temporary arrangement shall be effected.
- 3.6. Repairs and replacements shall embrace all the equipment and subsidiary components of the system. Spare equipment including components shall be held by the Supplier at a level commensurate with the achievement (as a minimum) 'acceptable' KPI performance criteria as set out in Schedule 11.
- 3.7. Any replacement of equipment, materials, components and assemblies must comply with Standards. The work requirement shall be of a standard defined within the original installation specification or greater where applicable.
- 3.8. Unless otherwise agreed in advance, the reactive maintenance servicing of equipment shall in no manner disrupt the operation of other equipment or facilities provided within the station or within other stations or station control rooms.

4. Spares Maintenance Services

- 4.1. For the duration of this Contract, the Supplier shall hold a spares holding sufficient scope to enable it to perform the Services in accordance with the requirements of this Part B of the Specification. In particular the Supplier shall maintain and replenish the spares identified in the critical spares list as set out in Appendix C to this Part B of the Specification.
- 4.2. The Supplier shall supply storage facilities for the spares holdings and maintain the spares holding in good, clean and serviceable condition.
- 4.3. The Supplier shall label the spares holding "Property of TfL", shall ensure that the spares' holding is insured for its full replacement value. The Supplier shall not mortgage, pledge or create a security interest in the spares holding in favour of a third party.
- 4.4. At the Completion Date or on earlier termination of this Contract, the Supplier shall deliver to the Company a stock of materials equivalent in quantity and quality to the spares holding that was held by the Supplier six (6) months prior to the Completion Date or earlier termination of the Contract.

- 4.5. The Company shall at all times be the legal and beneficial owner of the spares holding subject to the Company having agreed to make payment for the spares.
- 4.6. For the duration of the Contract, the Supplier shall bear all risks and responsibilities in relation to the spares holding including, without limitation, those risks and responsibilities resulting from theft, fire, accidents or damage.
- 4.7. The Supplier shall track all spares movements.

5. Software Maintenance Services

- 5.1. The Supplier shall maintain schedules for the configuration of all Software associated with any assets or systems. “**Software**” means any computer programs or software produced or supplied by the Supplier from time to time as part of or in connection with the Services and all user documentation in respect of such programs or software and any modification which is required by the Company during the subsistence of the licence referred to in Clause 30.3. The Supplier shall maintain a Software configuration control log for the systems and coordinate the configuration updates on a continual basis when changes are made. All references to Software shall be deemed to include firmware.
- 5.2. New versions, upgrades and refreshes of Software shall be compatible with the assets and systems impacted.
- 5.3. The Supplier shall maintain the Software for all assets and systems in good working order including issuing and installing new versions and updating patches as necessary to ensure that the Software performs.
- 5.4. The Supplier shall inform the Company’s Representative if they do not have access to the source code and so cannot apply patches or make changes to the Software.
- 5.5. The Supplier shall ensure there is a Software configuration control log and that the Company’s Representative has access to the updated version at all times.
- 5.6. The Supplier shall carry out his obligations stated in this Part B of the Specification so there is no adverse effect upon either the functionality and performance of the systems to which the services are being provided or any other systems that fall outside the scope of this Contract due to the Supplier’s direct action.
- 5.7. The Supplier shall ensure that the Software shall be backed up in a safe and secure manner, so reinstallation results in absolute compliance with the Software’s installation specification.

5.8. The Supplier shall be responsible for regularly updating and/or informing the Company of all changes, bug fixes, updates, modifications, amendments and new releases of the Software for assets and systems covered by this Contract.

5.9. The Supplier shall acknowledge and agree that there is both operating system and application Software applicable to the Company's assets and systems and the Supplier is aware of the requirement to obtain from the relevant owners and/or licensors all necessary diagnostic tools to maintain the Software. Where this is not available the Supplier shall inform the Company's Representative.

6. Testing & Commissioning Services

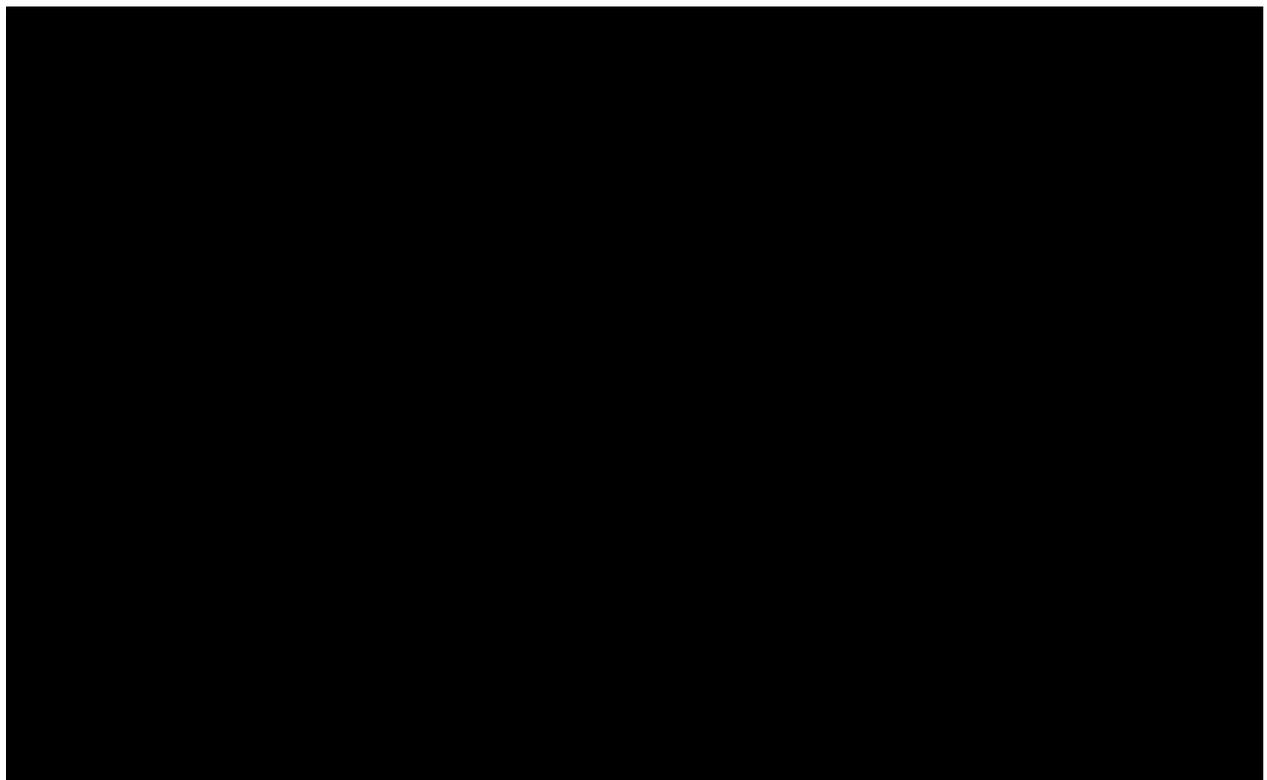
6.1. The Supplier shall undertake testing, commissioning and re-commissioning of assets and systems so that when assets and systems are brought back into service they fully comply with the terms of the Contract.

6.2. The Supplier shall ensure that all staff are suitably qualified to carry out testing and commissioning duties.

6.3. Testing and commissioning shall not interfere with the running of the stations or equipment used to run the stations unless agreed by the Company's Representative.

6.4. Records of testing & commissioning shall be recorded and made available to the Company's Representative.

7. System Descriptions



Specification Part B - Appendix A – Asset List

Specification Part B - Appendix B – Critical Spares List

Specification Part C - TfL Head Office Premises

1. General Description of the Services

- 1.1. The Supplier shall deliver planned maintenance services, reactive maintenance services, spares maintenance services, software maintenance services and testing and commissioning set out in Sections 2, 3, 4, 5 and 6 below. Such services are provided to the assets listed in Appendix B to this Schedule 3 Part C.
- 1.2. The Services shall be delivered in accordance with the Standards applicable to Head Office Premises as set out in Specification Part A – Appendix A and all relevant industry best practice, codes of practice, regulations and legislation, with reference to manufacturers’ design specification and maintenance recommendations and British Standards which ever are the greater.
- 1.3. The Supplier shall be approved and accredited by manufacturers to design installations, install systems and maintain and repair system, maintaining this throughout the life of the contract.
- 1.4. The Supplier shall provide an integrated service whereby and is responsible for the co-ordinated maintenance and management of all aspects of the delivery of the Services and in particular shall manage the delivery of the Services to security systems to ensure seamless cover and protection across all buildings.

2. Planned Maintenance Services

- 2.1. The primary purpose of planned services should be the prevention of faults and therefore this service shall be reviewed on a regular basis and changed if required based on the performance of the assets
- 2.2. The Supplier shall provide an annual programme for planned maintenance services to detail the maintenance activities and frequencies to be undertaken.
- 2.3. The Supplier shall demonstrate it is intended to undertake planned maintenance services on the assets and systems described within this Part C of the Specification
- 2.4. The following scope of planned maintenance services is for guidance purposes only:
 - The mechanical integrity, security and cleanliness of each item and its associated cabling, connectors, terminations, indicators, switches and fixings.
 - The integrity, security and legibility of equipment labelling, legends and markings.
 - The correctness and completeness of equipment, cabling and cable termination labelling and marking.

- System function and performance conformance.
 - Functional correctness of dual redundancy and switch-over operation (where applicable).
 - Overall system performance.
 - System diagnostics & measurement and records, condition monitoring and assessment / record evaluation.
 - The accuracy and upkeep of as-built drawings, asset lists and configuration information.
- 2.5. Detailed programmes, method statements and scopes of works are to be provided to the Company's Representative in advance of work taking place.
- 2.6. Unless otherwise agreed in advance, the planned maintenance services shall in no manner disrupt the operation of other equipment or facilities provided within the buildings.
- 2.7. Planned maintenance services shall be carried out during normal office hours (08:00-17:00 hrs Monday to Friday).

3. Reactive Maintenance Services

- 3.1. The Supplier is responsible for the rectification of all faults that occur on the systems described within this Part C of the Specification and is therefore required to respond accordingly to all fault calls on the system.
- 3.2. The Supplier shall provide a 24 hour response and fix within both Core and Non-core Hours (Core Hours are defined as being 08:00 to 18:00 Monday to Friday excluding Bank Holidays) save where the fault is regarded as a total or part system failure which compromises the security of the building. This will be as determined by the Company's Representative and in which event the Supplier shall provide a 4 hour response and fix within Core and Non-core Hours.
- 3.3. The Company may at its discretion grant the Supplier an extension to any fault rectification time where the Supplier can demonstrate that a specialist part is required to affect a permanent fix or that parts required need to be ordered.
- 3.4. All requirements for reactive maintenance services shall be instigated through contact with the Supplier's Service Desk.
- 3.5. As part of reactive maintenance services the Supplier shall carry out all necessary adjustments, repairs or replacements of items to return the equipment to normal operating conditions.

- 3.6. On identification of a major fault requiring repair or replacement at a later time, as agreed with the Company's Representative, the provision and installation of a suitable temporary arrangement shall be effected.
- 3.7. For each and every fault addressed as part of the reactive maintenance service the Reactive Maintenance Price is deemed to include for all materials and spares up to £500 (five hundred pounds) per fault.
- 3.8. If the repair of a fault requires materials or parts that exceed £500 (five hundred pounds) in total, the Supplier shall obtain the agreement of the Company's Representative via the Variation Procedure as set out in Schedule 6. The Supplier shall be responsible for the first £500 (five hundred pounds) of the cost and the aggregation of faults and associated cost is not permitted. All transport and carriage costs are deemed included in the Reactive Maintenance Price.
- 3.9. For the avoidance of doubt there is no increase to the Reactive Maintenance Price for any additional labour (or other costs which are not material and spares costs) associated with the correction of faults for which the cost of materials and spares is in excess of £500 (five hundred pounds).
- 3.10. Should attendance on site following the report of a failure result in the Supplier identifying a fault to equipment or cabling relating to equipment interfaced to the system specified under this Contract, but beyond the scope of this Contract, the Supplier shall immediately report details of the failure to the Company's Facilities Help Desk. In this instance, the Supplier shall provide the necessary co-operation with others to clearly localise faults that are the responsibility of other system maintainers.
- 3.11. Repairs and replacements shall embrace all the equipment and subsidiary components of the system. Spare equipment including components shall be held by the Supplier at a level commensurate with the achievement of 'acceptable' (as a minimum) KPI performance criteria as set out in Schedule 11.
- 3.12. Any replacement of equipment, materials, components and assemblies must comply with Standards. The work requirement shall be of a standard defined within the original installation specification or greater where applicable.
- 3.13. Unless otherwise agreed in advance the reactive maintenance services shall in no manner disrupt the operation of other equipment or facilities provided within the buildings.

4. Spares Maintenance Services

- 4.1. For the duration of this Contract, the Supplier shall hold a spares holding sufficient scope to enable it to perform the Services in accordance with the requirements of this Part C of the

Specification. In particular the Supplier shall maintain and replenish the spares identified in the critical spares list as set out in Appendix C to this Part C of the Specification.

- 4.2. The Supplier shall supply storage facilities for the spares holdings and maintain the spares holding in good, clean and serviceable condition.
- 4.3. The Supplier shall label the spares holding "Property of TfL", shall ensure that the spares' holding is insured for its full replacement value. The Supplier shall not mortgage, pledge or create a security interest in the spares holding in favour of a third party.
- 4.4. At the Completion Date or on earlier termination of this Contract, the Supplier shall deliver to the Company a stock of materials equivalent in quantity and quality to the spares holding that was held by the Supplier six (6) months prior to the Completion Date or earlier termination of the Contract.
- 4.5. The Company shall at all times be the legal and beneficial owner of the spares holding subject to the Company having agreed to make payment for the spares.
- 4.6. For the duration of the Contract, the Supplier shall bear all risks and responsibilities in relation to the spares holding including, without limitation, those risks and responsibilities resulting from theft, fire, accidents or damage.
- 4.7. The Supplier shall track all spares movements

5. Software Maintenance Services

- 5.1. The Supplier shall maintain schedules for the configuration of all Software associated with any assets or systems. "**Software**" means any computer programs or software produced or supplied by the Supplier from time to time as part of or in connection with the Services and all user documentation in respect of such programs or software and any modification which is required by the Company during the subsistence of the licence referred to in Clause 30.3. The Supplier shall maintain a Software configuration control log for the systems and coordinate the configuration updates on a continual basis when changes are made. All references to Software shall be deemed to include firmware.
- 5.2. New versions, upgrades and refreshes of Software shall be compatible with the assets and systems impacted.
- 5.3. The Supplier shall maintain the Software for all assets and systems in good working order including issuing and installing new versions and updating patches as necessary to ensure that the Software performs.

- 5.4. The Supplier shall inform the Company's Representative if they do not have access to the source code and so cannot apply patches or make changes to the Software.
- 5.5. The Supplier shall ensure there is a Software configuration control log and that the Company's Representative has access to the updated version at all times.
- 5.6. The Supplier shall carry out his obligations stated in this Part C of the Specification so there is no adverse effect upon either the functionality and performance of the systems to which the services are being provided or any other systems that fall outside the scope of this Contract due to the Supplier's direct action.
- 5.7. The Supplier shall ensure that the Software shall be backed up in a safe and secure manner, so reinstallation results in absolute compliance with the Software's installation specification.
- 5.8. The Supplier shall be responsible for regularly updating and/or informing the Company of all changes, bug fixes, updates, modifications, amendments and new releases of the Software for assets and systems covered by this Contract.
- 5.9. The Supplier shall acknowledge and agree that there is both operating system and application Software applicable to the Company's assets and systems and the Supplier is aware of the requirement to obtain from the relevant owners and/or licensors all necessary diagnostic tools to maintain the Software. Where this is not available the Supplier shall inform the Company's Representative

6. Testing & Commissioning

- 6.1. The Supplier shall undertake testing, commissioning and re-commissioning of assets so that the assets being brought back into service comply with the Contract.
- 6.2. The Supplier shall ensure that all staff is suitably qualified to carry out testing and commissioning duties.
- 6.3. Testing and commissioning shall not interfere with the running of the stations or equipment used to run the stations unless agreed by the Company's Representative.
- 6.4. Records of Testing & commissioning shall be recorded and made available to the Company's Representative.

7. System Descriptions

- 7.1. Appendix A to this Part C of the Specification provides a Matrix of Services for the systems covered at the Site locations.

Specification Part C - Appendix A - Matrix of Services

Specification Part C - Appendix B - Asset Lists

Specification Part C - Appendix C - Critical Spares

Schedule 4
Maintenance Plan

Schedule 5

Access

ACCESS PROCEDURE

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1. DEFINITIONS

Accepted Access Plan is the latest Access Plan accepted by the Company's Representative and the Access Manager and which supersedes previous Accepted Access Plans.

Access Manager: The person designated by the Head of Access as the manager for access requests for the Services and who will act as the single point of contact for all access related matters.

Access Plan: The access plan prepared by the Supplier in accordance with the Access Plan Template.

Access Plan Template: The template provided as Appendix 1 to this Schedule.

Access Subcategories has the meaning given in paragraph 1.9 of section 5 of this Schedule.

Access Visualisation Tool: Provides a graphical overlay on a London Underground 'Harry Beck' map of planned and booked work for a user specified area (Track / Stations) for a user specified time period.

Applicant: The Company's Representative.

Application to Work Form means the form contained in Appendix 2 to this Schedule.

Bank Holiday means a recognised UK Bank Holiday excluding Christmas and New Year Bank Holidays, which are more particularly defined below. Start and end times as per definition for "Sunday" stated above.

Christmas and New Year Bank Holidays means the 25 December, 26 December and 01 January within each year. For the avoidance of doubt, each day is deemed to commence at the start of Engineering Hours with the previous Traffic Hours shift paid at the rate applicable for the day in question.

Emergency Access has the meaning given in paragraph 1.5 of section 5 of this Schedule.

Engineering Hours: This term applies to the running line and is described as being when traction current is switched off (as published in the Guide to Switching Current On and Off subject to variance as published in an Engineering Notice) and trains are not running (ref [LU Rule Book](#) 17 for the definition of Engineering Hours).

Engineering Notice: A publication produced and circulated within the Company at short notice containing details of engineering works, special current arrangements, engineers' possessions and engineers' trains and similar activities not included in the Traffic Circular.

Engineering Notice Look Ahead: A draft publication produced and circulated by the Company providing a week-view of items that, at that time, are planned to be published on the Engineering Notice for a specific shift.

Exclusive Access has the meaning given in paragraph 1.4 of section 5 of this Schedule.

General Access has the meaning given in paragraph 1.1 of section 5 of this Schedule.

Head of Access: The person responsible for managing access to the LUL infrastructure for the Services. This role includes but is not limited to the responsibility for the publication of safety documentation.

Incident Officer: The senior LUL operating officer responsible for managing an incident.

L&E Closures has the meaning given in paragraph 1.8 of section 5 of this Schedule.

Latest Request Date: The last date an access request can be made in line with a given timescale.

Local Station Access Arrangement Reference Files: The files published by the Head of Access detailing where works may potentially be undertaken on LUL Stations in Traffic Hours including details of possible locations for the storage of materials and equipment and LUL station opening and closing hours.

LUL Rule Book: The rule books covering the operation of trains and LUL Stations and accessing the Track.

Major Closure: has the meaning given in paragraph 1.6 of section 5 of this Schedule.

Minor Closure: has the meaning given in paragraph 17 of section 5 of this Schedule.

Monday to Friday means the time from start of Traffic hours on Monday morning to the time at the end of Engineering hours on Friday night/ Saturday morning.

Network Rail Network Rail Infrastructure Limited company nr 02904587.

Network Rail Interface Locations means locations on the LU Network where Network Rail infrastructure interfaces with LU infrastructure including but not limited to the location identified in Appendix 5.

Nightly Engineering Protection Arrangements (NEPA): A publication produced and circulated within the Company at short notice containing details of safety related material for engineering Services and engineer's trains and vehicles.

Night Tube means the provision a 24 hour revenue service commencing from the Night Tube Start Date.

Night Tube Start Date means 12th September 2015.

Night Tube Running Period means nominally the period between 21:00hrs Friday night and 06:00hrs Sunday morning.

Night Tube Sections means the sections of the Underground Network which provide Night Tube. The applicable sections of the Underground Network are:

- (a) The Central Line route between and including Hainault, Loughton and Ealing Broadway Stations (no Night Tube outside of this route)

- (b) The Jubilee Line entire network
- (c) The Northern Line route between and including High Barnet, Edgware and Morden Stations via the Charring Cross Branch (no Night Tube outside of this route)
- (d) The Piccadilly Line route between and including Cockfosters and Heathrow Terminal 5 Stations (no Night Tube outside of this route)
- (e) The Victoria Line entire network.

Non-Restrictive/Exclusive Access has the meaning given in paragraph 1.2 of section 5 of this Schedule.

Operational Managers: Are Group Station Managers and Train Operations Managers.

Operational Assurance: An Operational Assurance Notification made to the Company in accordance with the requirements of Standard 1-538 (Assurance).

Others are people or organisations who are not TfL, CRL or the Company, the Contract Manager, the Supplier or any employee, subcontractor or supplier of the Supplier.

Pathway: The TfL project planning process.

Possession Meeting: A meeting to discuss the viability of a proposed Track possession.

Pre-Closure Request Meeting: A meeting to discuss the viability of a proposed closure request.

Published means in respect of Restrictive and Exclusive Track access, the works need to be notified in the Engineering Look Ahead Notice, the Engineering Notice and the Nightly **Engineering Protection Arrangements (NEPA)** Notice. For Restrictive and Exclusive Stations access published means the works need to be notified in the Station Works Plan.

Restrictive Access has the meaning given in paragraph 1.3 of section 5 of this Schedule.

SABRE: (Site Access Booking for Railway Engineering) The system used to plan access, and any system that may supersede it at any time in the future.

“Saturday” means the time from start of Traffic Hours on Saturday morning to the time at the end of Engineering Hours on Saturday night/Sunday morning.

Station Works Plan: The general access requests; planned works weekly and planned daily publications circulated by the Company detailing the access arrangements for works planned to be undertaken at all stations.

Stations: Areas to which LUL Rule Book 10 applies including buildings, equipment or facilities designed to be used by customers to access or leave a train.

“Sunday” means the time from start of Traffic Hours on Sunday morning to the time at the end of Engineering Hours on Sunday night/Monday morning.

Track: Areas to which LUL Rule Book 17 applies including Track, tunnels, embankments and other line side infrastructure.

Traffic Circular: The weekly Traffic Circular which contains diverse information such as, infrastructure changes, train service changes, events affecting the Company, notification of restrictions to LU operations and operational communications.

Traffic Hours: This term applies to the running line and is described as being when traction current is switched on (as published in the Guide to Switching Current On and Off subject to variance as published in an Engineering Notice) and trains are running (ref [LUL Rule Book](#) 17 for the definition of Traffic Hours).

TransPlant Agreement: the contract for the provision of services for the period 1 January 2013 to 31 March 2018 in respect of which the prevailing plant charges are set out in Appendix 7.

Work Request: Work Request e-Form provided on the Company's access booking portal and which is completed by the Supplier to reflect the Access Plan and requirements for plant and equipment and specialist protection.

Working Time: a period of agreed access (including closures) in either Traffic or Engineering Hours

2. GENERAL OBLIGATIONS

1. The Supplier shall comply with its obligations under this Schedule - Access Procedure.
2. The Supplier shall be responsible for supplying to the Company's Representative and the Access Manager all such information and taking all such steps as may be necessary to enable the Company's Representative to obtain where applicable Operational Assurance in respect of the Access required by the Supplier.
3. The parties agree that:
 - 3.1 the dates and times of any Access approved may be cancelled, altered or delayed on notice (or no notice in the case of an emergency or for safety reasons). Alternative arrangements shall be made as soon as the Company's Representative and Access Manager can permit;
 - 3.2 the provisions of either Clause 23.1(b) shall be deemed to apply during such cancellation, alteration or delay to approved Access provided that such cancellation, alteration or delay is not caused (in whole or part) by a failure by the Supplier to comply with its obligations under this Schedule;
 - 3.3 neither party shall have any claim against the other as a consequence of such cancellation, alteration or delay; and
 - 3.4 the Supplier shall as soon as practicable take all reasonable steps necessary to avoid, overcome or minimise the effect of such cancellation, alteration or delay.
4. For access to Network Rail and/or train operating companies' infrastructure and Stations, the Supplier is solely responsible for securing access. The Supplier shall make all necessary arrangements directly with Network Rail and/or train operating companies and shall comply with all their rules and regulations.
5. For Access, following a request to the Supplier from the Company's Representative's fault reporting centre for a part or all of the Services, the Supplier shall apply for Access in accordance with the requirements of this Schedule.
6. The Company shall have no responsibility to the Supplier, and the Supplier shall hold the Company harmless against any Losses that may arise out of any failure by the Supplier to comply with this Schedule.

3. THE ACCESS PLAN

1. If required the Supplier prepares an Access Plan with the objective to maximise the efficient use of the available working time and takes account of the following in the access planning process:

- the information provided in the Local Station Access Arrangement Reference Files (the use of any potential storage areas identified by the Local Station Access Arrangement Reference Files remains subject to the Supplier obtaining the appropriate storage licences);
- if the Services can be carried out in Traffic Hours and constructs the Access Plan to achieve the optimisation of working time;
- the minimisation of the number and duration of closures;
- the utilisation and extension of existing planned closures;
- the hours/shifts/days in the week required to be worked in order to comply with the Contract Programme;
- the timescales for booking access and closures as defined in this Schedule;
- the sharing of access with Others and the minimisation of disruption of the work of Others;
- if the productivity of Engineering Hours working can be increased, safely, by completing the clearance of workers, materials tools and equipment tools in Traffic Hours and supports plans with method statements detailing appropriate measures for the protection of the public;
- the maximisation of working time during Engineering Hours when accessing the Track through a Station (where it is safe to do so, all persons, plant and equipment may be positioned within the Station ready to access the Track immediately on confirmation of traction current being turned off);
- a minimum call back time of 20 (twenty) minutes for Track access before the expiry of each shift of Engineering Hours (to allow for the safe removal of all workers, materials, tools, equipment and the like) unless a shorter period is agreed by the Contract Manager;
- any limitation on Engineering Hours specific to the Services as may be specified by the Contract Manager ; and
- the time required for the Supplier to ensure the site is left clean and safe;
- Night Tube.

2. If required the Supplier submits an Access Plan to the Company's Representative for acceptance. Within two weeks of the Supplier submitting an Access Plan for acceptance the Company's Representative either accepts the Access Plan or notifies the Supplier of his reasons for not accepting it. A reason for not accepting an Access Plan is that:

- it is not compatible with the Access Plan Template;

- it does not take into account the information provided in the Local Station Access Arrangement Reference Files;
 - it does not optimise the working time;
 - it proposes an excessive number or duration of closures;
 - it does not adequately make use of existing planned closures;
 - it is not compatible with the Contract Programme;
 - it does not comply with the timescales for booking Access and Closures as set out in this Schedule;
 - it assumes the use of an existing closure for which an Application to Work Form has not been approved by the Access Manager;
 - it assumes an extension to an existing planned closure which has not had the prior approval of the Access Manager;
 - requests an access or closure type which is not appropriate for the Services;
 - it does not adequately provide for the work of Others;
 - it does not maximise the use of available access;
 - it does not allow for minimum call back periods or other working constraints detailed by the Company's Representative;
 - it does not provide as a minimum all the information provided in the Access Plan Template;
 - it does not allow sufficient time for the site as a whole to be left clean and safe;
 - it does not allow for the operation of Night Tube.
3. The Supplier submits a revised Access Plan for acceptance in the following circumstances:
- if the Accepted Access Plan is no longer applicable in all the circumstances;
 - when a change is required to align with the Contract Programme; and
 - within the period for reply after the Company's Representative has instructed the Supplier to do so. For the avoidance of doubt such instruction does not constitute a Variation.
4. Should the Supplier need to work hours additional to those stated in the Accepted Access Plan (within the constraint of the maximum working hours available within the booked access types), the Supplier gives at least 5 working days' notice and obtains the Company's Representative's prior written acceptance.

4. BOOKING AND ARRANGING ACCESS

1. If required the Supplier books and co-ordinates access to the Premises with the Access Manager in accordance with the Work Request/SABRE process and the accepted Access Plan. The Supplier accepts that access to the Site will be refused without a valid SABRE number and the Supplier checks that it is in possession of a valid SABRE number for all access requirements detailed on the accepted Access Plan. If the Supplier is not in possession of the same it advises the Company's Representative accordingly.

2. The Supplier complies with the requirements of the use of LUCAS (London Underground Combined Access System) and Sentinel (Network Rail's Access and Competency System), particularly in the context of access control at the point of site entry. The Supplier shall note that individuals will be refused access to Sites without a valid LUCAS or Sentinel Card.

Note the Company is phasing out the use of LUCAS cards and is adopting Sentinel as a replacement access and competency control system. On expiry of existing LUCAS cards the Supplier shall sponsor its personnel required to work on the Company's infrastructure to obtain replacement Sentinel cards if they are not already a Sentinel card holder.

3. Training, Certificates, Identity Cards and Entry Permits

3.1 The Supplier is responsible for ensuring that all staff and personnel are suitably trained, competent and carry the appropriate and requisite certification for performing the roles required of them in carrying out the works.

The Standards, and in particular QUENSH and the Rule Book(s) set out the training and certifications required to be met by the Supplier.

3.2 Not used

3.3 The Supplier is responsible for arranging, booking, and paying for all requisite medicals, training and certification of its staff and / or personnel.

3.4 The Supplier allows a minimum of 28 days' notice period for all the Company provided training and certification courses. This must be included on the programme for acceptance. Any time period less than this cannot be guaranteed, and although efforts may be made to facilitate wherever possible, the Supplier does not rely on such reduced time periods being accommodated.

3.5 At the starting date of the Contract, the Supplier must produce a competency matrix for all Supplier's staff or personnel involved in providing the Services detailing the training, certification and other competency information held on record. The Supplier updates the matrix throughout the Contract duration maintaining current records and make available on request of the Company's Representative.

4. London Underground Access control

4.1 LUCAS (London Underground Combined Access System) Smartcards will not be issued after 01/04/2015. Unexpired cards issued before this date remain valid until they expire or by further notification from the Company.

4.2 All Supplier Personnel require either

- A valid LUCAS smartcard OR
- A Sentinel smartcard endorsed with the Industry Common Induction (ICI) competence plus the LU-ICI endorsement

in order to access the Site and carry out works on London Underground operational infrastructure.

4.3 The Supplier registers to become a Sentinel Sponsor via the Rail Industry Supplier Qualification Scheme (RISQS). Further details can be found at the following Achilles website address (Achilles administer the Scheme on the behalf of RISQS). http://www.achilles.com/en/?option=com_content&view=article&id=285

4.4 All Sponsors and Sponsored individuals must abide by the Sentinel Scheme Rules, the latest version of these can be found at the following Sentinel website address:

<https://www.railsentinel.co.uk/Content/Downloads/SentinelSchemeRules.pdf>

4.5 The Smartcard is specific to an individual and is not transferable

4.6 The Supplier's personnel carry their Smartcard at all times when working on operational underground network property and present them to any authorised representative of the Company for inspection when requested to do so. Failure to produce a valid Smartcard, or requisite certification, for inspection may result in the individual being instructed to leave site. A Smartcard is not required when working solely on non-operational underground network property.

4.7 The Smartcard does not entitle the Supplier's staff or personnel to any benefits other than permitting access to the Site for the purpose of carrying out works during the agreed hours of work. The LUCAS Smartcard remains the property of the Company and is required to be returned immediately upon request.

4.8 Details of required courses and medicals are detailed in QUENSH.

4.9 Exceptions to the Smartcard process;

For certain exceptional access circumstances it may not always be practical or cost effective to enrol the suppliers or Others onto the Sentinel Scheme.

Such scenarios whereby temporary LUA-LU paper certificates are issued would be;

- Specialised contractors requiring limited access
- Survey work requiring limited access

If the Company's Representative decides to permit exceptional access to site or working areas, the Supplier must obtain the Company's Representative's written acceptance regarding the personnel and work activities prior to commencement on Site.

- 4.10 Any person attempting to gain access to the Site or working areas who is not in possession of a valid LUCAS or Sentinel Smartcard is treated as a visitor. All visitors, except for authorised collection or delivery drivers, are escorted or supervised at all times by an authorised member of staff whilst on site.

The Supplier maintains a register of all visitors including:-

- Name;
- Employer;
- Nature of business / persons being visited;
- Time in;
- Time out;
- Supervisor/escort name including signature.

The Supplier provides a health and safety site briefing to the visitor who signs a form to confirm that they have received the briefing and understand the site rules and their respective responsibilities as a visitor.

The Supplier issues the visitor a temporary pass that is valid for a maximum 24 hours and the expiry date and time is clearly indicated.

The Supplier ensures the temporary pass is returned when the visitor leaves the Site and that a list of lost any passes is maintained.

Lost electronic visitor passes are de-activated immediately on the Supplier being made aware of the loss.

5. London Underground – Access Control

5.1 When booking in and out of the Site, the Supplier's staff and personnel report in, record entry and exit, and present their Smartcards when and where required, in accordance with the local access control arrangements.

5.2 Where a Smartcard reader is installed on Site as part of the local access control arrangements, then all Supplier staff and personnel as a mandatory requirement swipe their Smartcard on entry and egress from the Site. Any individuals found on Site where such a card-reading system is in place who have not followed such a procedure may be instructed to leave Site for the duration of the associated shift, regardless of whether they may hold the appropriate Smartcard. The Company takes no responsibility for any abortive costs or impact to schedule of any such instruction to any member of the Supplier's staff under such

circumstances.

6. If the Supplier wishes to make a change to the Supplier's requirements for Access after it has been approved by the Company's Representative and Access Manager, the Supplier shall submit written request of such change and a revised programme and Access Plan to the Company's Representative and Access Manager confirming any and all revised Access requirements.

5. TYPES OF ACCESS

1. Summarised below are the types of access that the Supplier's Access Plan shall be based upon. In preparing the Access Plan the Supplier selects the type of access required for the works. The Supplier consults with the Access Manager as to the appropriateness of the selection as set out in the Access Plan. The Access Manager's decision as to the types of access and closures which can be used in the formulation of the Access Plan is final and binding.

1.1 General Access

General Access is a category of access for undertaking non-exclusive/non-restrictive works on the Underground Network, using all necessary tools and equipment. It is valid for both Station and Track. SABRE numbers may be valid for up to a whole financial year, but can also be issued for shorter time periods to suit work demands.

General Access may be applied for to cover large areas of the Underground Network, for example whole lines, or for more discrete locations or worksites to suit work demands. The Supplier may apply for a number of General Access SABRE numbers, but the Access Manager will aim to limit the proliferation of General Access SABRE numbers for the same or similar work teams, projects, or areas etc.

General Access does not need to be Published.

1.2 Non-Restrictive/Exclusive Access

Non-Restrictive/Exclusive Access is a category of access for undertaking non-restrictive and non-exclusive works on the Underground Network, using all necessary tools and equipment. It is valid for both Station and Track.

The Supplier clearly defines the area covered by a Non-Restrictive/Exclusive Access request and limits the area to the minimum required to deliver the works.

Non-Restrictive/Exclusive Access does not need to be Published.

1.3 Restrictive Access

Restrictive Access is a category of access that places a restriction on what can take place within a particular worksite and where the restriction will apply to all parties attempting to work that particular shift.

The Supplier demonstrates that this is the most appropriate form of access and takes account of the impact that the granting of Restrictive Access would have on the network and other work streams. Restrictive Access will not typically be permitted to cover a protracted number of shifts or consecutive shifts, across the same geographical area.

The Supplier clearly defines the area covered by a Restrictive Access request and restricts the area to the minimum required to deliver the works and avoids unduly impeding the works of Others.

Restrictive Access will need to be Published.

1.4 Exclusive Access

Exclusive Access is a category of access that prohibits any party not directly involved in the works (for which Exclusive Access has been booked) from working in that worksite.

The Supplier demonstrates that this is the most appropriate form of access and takes account of the impact that granting Exclusive Access would have on the Underground Network and other work streams. Exclusive Access will not typically be permitted to cover a protracted number of shifts or consecutive shifts, across the same geographical area.

The Supplier clearly defines the area covered by an Exclusive Access request and restricts it to the minimum area required to deliver the works and to avoid unduly impeding the works of others.

Exclusive Access will need to be Published.

1.5 Emergency Access

Emergency Access is access required to deal with an Incident as defined in the Rule Book, or is required to rectify the failure of an asset which, if not rectified, would have a material adverse impact on passenger services for the following day. Emergency Access takes precedence over any other booking or request as directed by the Incident Officer.

1.6 Major Closures

A Major Closure can be classified as any planned disruptive work which results in any LU service being unavailable between 0600 and 2100 on a weekday (excluding Bank Holidays).

1.7 Minor Closures

A Minor closure can be classified as any planned disruptive work, apart from L&E Closures (defined below) which results in any LUL services being unavailable outside the hours of 0600 and 2100 on a weekday (excluding Bank Holidays or at any other time at Weekends and Bank Holidays (including the Night Tube Period for work with the Night Tube Sections).

1.8 L&E Closures

Lift & Escalator Closures are closures of lifts, escalators, travelators, fixed stairways, routeways or cross-passageways which can be accommodated without requiring a Station or platform to be closed. The Supplier will liaise with the Access Manager to review the impact of the requested L&E Closure in the context of any other concurrent Underground Network closures. The Company's Representative may also participate in such liaison.

1.9 Access Subcategories

Within the above access types there are a number of access subcategories which are used in the booking system. The subcategories are detailed in Appendix 4 hereto and a description

of the typical work to which they apply, such as track possession, is also provided in order to assist the Supplier in identifying the type of access applicable to particular works.

6. CLOSURE REQUESTS PROCESS

1. For all closure requests the Supplier attends a Pre-Closure Request Meeting or Possession Meeting with the Access Manager before a Work Request is submitted by the Supplier for approval. The Company's Representative may attend such Meetings.
2. Where the Company's Representative and Supplier agree a proposed closure has business justification the Supplier confirms with the Access Manager the acceptability of the proposed closure. Where the Access Manager confirms that the proposed closure dates are not acceptable the Supplier will liaise with the Access Manager to identify alternative closures that are as near as possible and equivalent to, the closures originally proposed by the Supplier. The Company's Representative may also participate in such liaison. The Access Manager's decision as to acceptability of a proposed closure or proposed alternative closures is final and binding.
3. The Access Manager may reject proposed closures on, including (without limitation) the grounds that if granted it would unduly limit journey opportunities. By way of guidance, and without limitation, examples of such a limitation of journey opportunities would be:
 - a closure of a central London Station during a seasonal event;
 - a closure of key Station for access to a popular one-off event during the period of the event;
 - a closure of a key branch for access to airport terminals during a peak travel weekend; or
 - a closure on a part of a line when there is a concurrent closure on the only alternate line during an abnormally busy period.
 - Similarly a closure request may be rejected where it is considered that the level of disruption caused is not justifiable given the nature and the scope of the works.

7. TIMESCALES FOR BOOKING ACCESS AND CLOSURES

1. In preparing an Access Plan the Supplier makes allowance for the minimum booking periods for the applicable access and closure types, as listed in the following table:

Type	Applicable to:			
	Station Access	Track Access	Working Time in	
			Engineering Hours	Traffic Hours
General Access Non-Restrictive/ Exclusive Access	Yes (14)	Yes (14)	Yes	Yes
Restrictive Access Exclusive Access	Yes (21)	Yes (56)	Yes	Yes
Major Closures	Yes (540)	Yes (540)	No	Yes
Minor Closure	Yes (222)	Yes (222)	No ⁽ⁱⁱ⁾	Yes
L&E Closure	Yes (90)	N/A	Yes	Yes

Notes:

- i. The above table gives the T- date in brackets by which planning must be completed (the Latest Request Date). The Supplier must allow for sufficient time for adequate access planning.
 - ii. A Minor Closure may be applicable to Engineering Hours if a vehicle is being outstabled. Where no more than two vehicles are being outstabled at any single location the timescale for booking may, subject to the agreement of the Access Manager, be reduced to 90 days.
 - iii. A Closure in respect of a depot or sliding may be required if the proposed works affects the operational railway
2. At specific locations the minimum booking period for Closures stated in the above table may be able to be reduced. Where a reduced period applies this shall be specified by the Contract Manager.
 3. The Supplier plans access as early as possible and in no event applies for access or closures after the Latest Request Date past.
 4. Where access is required to Network Rail infrastructure at the Network Rail Interface Locations the minimum booking period for all access types is [294] days access except for Major Closures which remains unchanged.

8. UTILISING EXISTING CLOSURES

1. The Supplier actively seeks to utilise the Company's existing closure programme to progress the Services. The Supplier may request details of such closure programme from the Company's Representative, to the extent relevant to the provision of the Services.
2. The Supplier identifies all possible opportunities to use the Company's existing closure programme and provides the information necessary to complete the Application to Work Form. The Supplier completes the Application to Work Form and submits this to the Access Manager and the Company's Representative for approval. Such Form shall be submitted a minimum of 15 (fifteen) weeks prior to the relevant closure start date. The Supplier attends the planning meetings for the relevant closure and the Supplier prepares for submission by the Supplier any information as may be requested by the Access Manager as part of this planning process. The Company's Representative may attend such Meetings.
3. The Supplier may also propose an extension to an existing planned closure. The Company's Representative considers the proposal and where the business benefits more than offsets the increased customer disruption, authorises the Supplier to seek endorsement by the Access Manager. The Access Manager determines whether the request should be taken forward as a formal application and advises the Supplier accordingly. Where such application has been approved by the Company's Representative, the Supplier submits an updated Access Plan, to reflect such application, to the Company's Representative for approval. Where such application has been approved by the Company's Representative, the Supplier submits an updated Access Plan, to reflect such application, to the Company's Representative for approval.
4. The Supplier recognises the level of disruption and limitation of journey opportunities which result from closures and where the Supplier plans any change to the scope or type of works to be undertaken under an existing closure, seeks the approval of the Company's Representative accordingly. The Supplier seeks consent for the change from the Access Manager. The Supplier accepts that if the Access Manager or the Company's Representative considers that changes in scope are such that the business benefit of the works to be carried out is no longer commensurate with the disruption caused, that the closure may be cancelled. For the avoidance of doubt where a closure is cancelled in these circumstances it is not a compensation event and the Supplier submits a revised Access Plan for acceptance by the Company's Representative.

9. ENGINEERING TRAINS

1. Engineering trains may be available from the Company for transportation of Plant and Materials and Equipment to and from platforms in Stations together with other specialist mechanised plant for the delivery of the works. The Applicant submits a Work Request detailing requirements for engineering trains and mechanised plant to the Access Manager in accordance with the timescales set out in Appendix 3. It required the Supplier shall provide the Applicant with all the information relating to engineering trains and mechanised plant required by the Work Request and where the Supplier is the Applicant seeks the approval of the Project Manager before the formal submission of the Work Request to the Access Manager.
2. Where the Supplier cancels the booking for an engineering train or other mechanised plant, the Supplier shall compensate the Company as follows:
 - Cancellations made at least 56 (fifty-six) days in advance of the date on which the train has been booked to run – no charge will be levied by the Company
 - Cancellations made at less than 56 (fifty-six) days in advance of the date on which the train has been booked to run – the full price will be charged by the Company, in accordance with the prevailing charges detailed in the TransPlant Agreement as set out in Appendix 7.
3. The Supplier directs any requests to amend a booking for engineering trains or mechanised plant to the Access Manager and the Company's Representative in compliance with the minimum timescales set out in Appendix 3. Requests to amend the make up of engineering trains will be subject to availability.
4. Other mechanised vehicles provided by the Supplier must be plant approved and have route clearance for the area involved. This is the responsibility of the Supplier. Access for other mechanised vehicles shall be booked by the Supplier by directing such booking to the Access Manager and the Company's Representative in the same manner as for engineering trains or mechanised plant as described above and is subject to the same minimum timescales as set out in Appendix 3.
5. Engineering train rolling stock and train/mechanised vehicle paths will be subject to optimisation planning by the Access Manager at 56 (fifty-six) days prior to the week of the requested date. The intention of this process is to:
 - Maximise the nightly use of the available resources, trains, rolling stock, loading gangs, crews
 - Maximise train pathing opportunities and time at site
 - Maximise the access to the infrastructure to all parties requiring access
 - Promote opportunities to share engineering trains between requesters in order to optimise available access and/or resources

- Meet business needs and/or priorities
6. In the event that it is required to re-schedule a requested engineering train, the Access Manager will use reasonable endeavours to provide an alternative and equivalent booking as close to the original date as possible.

10. PROTECTION

1. The Supplier consults and agrees all protection arrangements (including provision of additional Specialist Protection resources) with the Company's Representative and the Access Manager. The Applicant seeks formal approval for the agreed protection arrangements (including provision of agreed Specialist Protection resources) by submitting a Work Request
2. The Supplier provides a minimum of 1 qualified Site Person in Charge (SPC) for each work party
3. From May 2015, the Supplier's SPC (who work on the track) shall hold a dual qualification enabling them to provide protection as well as provide work site supervision and shall work as part of the protection detail. If works are planned to take place during Engineering Hours, the SPC shall hold a dual qualification enabling them to provide protection during Engineering Hours, and shall be familiar with the area that they will be working in and safe routes to / from the worksite, as such there should be no need for additional protection staff to be employed.
4. Prior to May 2015, where the Supplier is not able to provide a full complement of SPC with dual protection qualifications, the Applicant requests the Access Manager to arrange for protection to be provided by the Company.
5. In the event of additional Specialist Protection staff being required, the Supplier shall advise the Company's Representative accordingly and the Applicant requests the additional Specialist Protection resources from the Access Manager a minimum of 21 days before the Specialist Protection is required. Where the Supplier is the Applicant it will seek the approval of the Company's Representative before the submission of such request. The Access Manager will review the protection arrangements and determine the number and qualifications of any Specialist Protection staff that may be required. This will be done in consultation with the Applicant and where the Applicant is the Supplier, in consultation with the Applicant and the Company's Representative. Any Specialist Protection will be arranged by the Access Manager and provided by the Company.
6. The cost of Specialist Protection staff will be charged back to the Supplier in the event of cancellation (or non-utilisation) on the following basis:
 - Cancellations made 96 hours or more in advance of the activity start date – no charge will be levied by the Company;
 - Cancellations made less than 96 before the job start date – the full cost will be charged to the Supplier.
7. The above durations are subject to the cancellation being made before 12:00hrs on a weekday (Monday to Friday inclusive). Where a cancellation notice is received after 12:00hrs, the 96hour cancellation period will be calculated from 09:00hrs on the next weekday.

Appendix 1: Access Plan Template

Transport for London
London Underground Limited

<Programme>

<Project>

<UIP Code>

<Document Reference>

Access Plan

Lifecycle Stage

<lifecycle stage>

Prepared by		
Manager (LU Accountable Manager / LU Project Manager)	The Access Plan conforms to the template and the information is up to date, reflecting the current state of the project design and requirements for access.	
Name:	Signed:	Date:
Approved by		
LU Access Manager	I confirm that the Access Plan provides sufficient information to agree the access arrangements in principle and no further design details are needed at the current time.	
Name:	Signed:	Date:

Distributed to:

<Name>	<Role>	<Name>	<Role>
<Name>	<Role>	<Name>	<Role>
<Name>	<Role>	<Name>	<Role>
<Name>	<Role>	<Name>	<Role>

Document History

Revision	Date	Summary of changes

MAYOR OF LONDON

Transport for London



7.0 SPECIALIST PROTECTION (if applicable)

Describe what specialist resources will be required & whether these will be provided by LU / Contractor or a Third Party

8.0 VEHICLES / PLANT / EQUIPMENT (if applicable)

Describe what Vehicles / Plant / Equipment will be required

Describe any access / planning requirements

9.0 ADDITIONAL INFORMATION

Add any other information which may be pertinent to the access requirements here

For details on completion timescales for processing Access Requests, talk to an Access Manager

A resource loaded schedule of work is to be attached when the form is submitted for final approval & processing

Appendix 2: Application to Work Form

Multi-Worksite Possession Team Application to Work Form					
Date of Application			Week No.		Equivalent Engineering hours shifts
Date of Possession			Week No.		
Responsible manager for work	Name				
	Organisation		Cost Centre		
	Contact number		E mail:		
Scope of work: Brief Description					
Chainage	Line(s) Affected	Times Req'd.	Limits		
Worksite Location Lines Affected Including EB – WB – IR – OR – NB – SB Limits 1 No. Form For Each Respective Worksite					
Is it Possible to Pass Engineering Trains through your worksite. Ensure all information is correctly entered.		Yes If Yes, how much notice req'd. to clear site		No If No, enter justification below	
Engineering Trains					
Are Engineering trains working in your worksite		Yes		If Yes, how many and which type:	
		No			
Road Rail Vehicles (RRVs)					
Are EHS Possessions required to Outstable RRVs prior to Closure		Yes		Are EHS Possession required to return RRVs following Closure	Yes
		No			No
Comments					
On Track Plant / machinery					
Are any On Track Plant / machinery Working in your worksite		Yes		If yes ensure you enter all information correctly in the respective boxes below	
		No			
Line(s) Affected	Access		Egress		
Resources					
Are any specific resources required for your worksite		Yes		If yes ensure you enter all information correctly in the respective boxes below	
		No			
Are all staff on site Track Accustomed certificated?		Yes			
		No		If no ensure, adequate time is allocated to clear line(s) of all non cert. staff to allow passage of Engineering train if applicable	
Anticipated No of staff in worksite					
Control measures for access to worksite					
Is station Access required		Yes	No		
Worksite Notification: Date Worksite Notification accessible for review.					

Appendix 3: Indicative Timescales for the Publication of Notices

T - 4 weeks							T - 3 weeks							T - 2 weeks							T - 1 week							Work due this week													
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday							
				Closing date for draft ELAN						Draft ELAN published for requesters comments																															

Appendix 4: Access Subcategories

Station works			
Access Type	Booking Description	Days	Work Type Description
General Access	General Access (non Track)	14	For undertaking the majority of everyday access needs, using relevant tools and materials. Not to be used for works that imposes a restrictive or exclusive requirement on other access users.
Non Restrictive/ Exclusive Access	Non Restrictive/ Exclusive Access (non Track)	14	For undertaking everyday access needs, using relevant tools and materials within a defined area
Restrictive Access (Restrictive - Asbestos Premises	56	Only issued to specialist Asbestos contractors registered with LU for asbestos works. Access for asbestos works e.g. removal for which no other parties can be present on grounds of safety.
	Restrictive - Bright Lights	56	For where access introduces the use of additional lighting that could potential impact other access users. Rarely applied.
	Restrictive - Closure Area	56	To define an area of a station subject to a Closure (i.e. taken out of service for the purposes of engineering works).
	Restrictive - Movement of Materials	56	For where access necessitates the movement of materials either through a station that may impact on other access users. May include craning over of materials.
	Restrictive - Noisy Works	56	For where access will result in particularly noisy works that may have an impact on other access users.
	Restrictive - Plant / Chemicals in a confined space	56	For where access introduces the use of plant and chemicals in a confined space. Rarely used.
	Restrictive - Power Cessation- Power Outages Possible	56	For where access will introduce a cessation of power that may impact other access users (e.g. need for temporary supplies/portable lighting).

Station works			
Access Type	Booking Description	Days	Work Type Description
Exclusive Access	Exclusive – Asbestos Exclusion Zone	56	Only issued to specialist Asbestos contractors registered with LU for asbestos works. Access for asbestos works e.g. removal for which no other parties can be present on grounds of safety.

Track			
Booking Description	Booking Description	Booking Description	Booking Description
General Access (Non Exclusive/ Non-Restrictive)	General Access (Track)	14	For undertaking the majority of everyday access needs, using relevant tools and materials. Not to be used for works that imposes a restrictive or exclusive requirement on other access users.
Non Restrictive/ Exclusive Access	Non Restrictive/ Exclusive Access (Track)	14	For undertaking everyday access needs, using relevant tools and materials within a defined area
Restrictive	Restrictive - Allied Track	56	To define an area of track used in conjunction with, or subject to impact from, another access booking e.g. unloading of materials from a train booked under an Exclusive Specified Area.
	Restrictive - Asbestos Premises	56	Only issued to specialist Asbestos contractors registered with LU for asbestos works. Access for asbestos works e.g. removal for which no other parties can be present on grounds of safety.
	Restrictive - Bright Lights	56	For where access introduces the use of additional lighting that could potential impact other access users. Rarely applied.
	Restrictive - Closure Area	56	To define an area of the LU railway subject to a Closure (i.e. taken out of service for the purposes of engineering works).
	Restrictive - Motorised Trolley	56	For the operation of a motorised track trolley on the railway.

Track			
Booking Description	Booking Description	Booking Description	Booking Description
	Restrictive - Movement of Materials	56	For where access necessitates the movement of materials either on, over or adjacent to the LU railway that may impact on other access users. May include craning over of materials.
	Restrictive - Noisy Works	56	For where access will result in particularly noisy works that may have an impact on other access users.
	Restrictive - Out-stabled Trains	56	To define an area of the LU railway where a service train is stabled (normally in platforms/sidings). May restrict the type of works that can be performed adjacent to this location.
	Restrictive - Plant / Chemicals in a confined space	56	For where access introduces the use of plant and chemicals in a confined space (e.g. platform invert). Rarely used.
	Restrictive - Power Cessation- Power Outages Possible	56	For where access will introduce a cessation of power (e.g. tunnel lighting, supply points) that may impact other access users (e.g. need for temporary supplies/portable lighting).
	Restrictive - Protection Area	56	To define an area of track used as a protecting or 'buffer' zone. Used in conjunction with another Exclusive booking e.g. Specified Area, Possession.
	Restrictive - Sub Station Works	56	Primarily for the use of LU Power teams requiring access to sub stations supplying power to the LU traction current system.

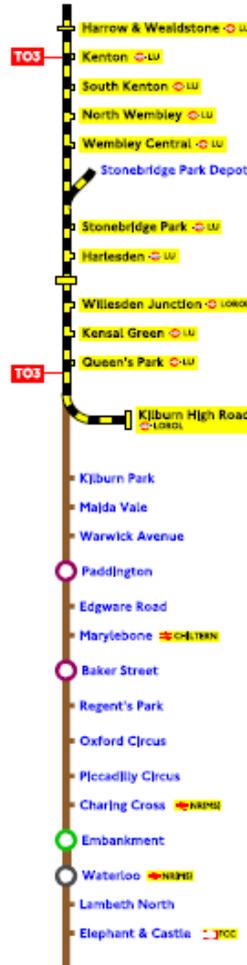
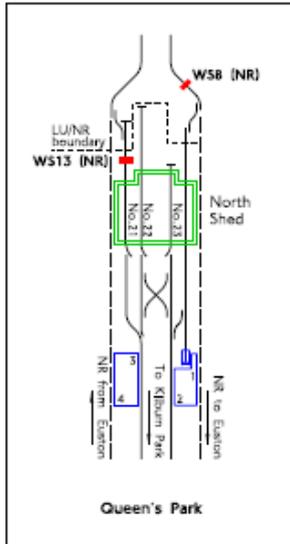
Track			
Booking Description	Booking Description	Booking Description	Booking Description
	Restrictive - Wheels Free Zone	56	For works that require the running rails to be free of electrically conducting plant or equipment e.g. trolleys, trains etc. Usually used for works requiring isolation of the signalling circuits e.g. commissioning.
Exclusive	Exclusive	56	For works necessitating sole access of the LU railway, and not more appropriately catered for under other categories herein. Only used sparingly and for short durations due to its restrictive nature on other works.
	Exclusive - Asbestos Exclusion Zone	56	Only issued to specialist Asbestos contractors registered with LU for asbestos works. Access for asbestos works e.g. removal for which no other parties can be present on grounds of safety.
	Exclusive - Current Rail Resistance Measurements	56	Primarily for the use of LU Power teams requiring controlled current measurements of the traction current delivery system.
	Exclusive - Engineers' Current Area	56	For the running of engineering vehicles on live traction current in accordance with the Rule Book.
	Exclusive - Possession	56	For the exclusive control of access to a given area of the railway. Traction current may be on or off. May involve the use of engineering trains, RRVs etc. As defined in the Rule Book

Track			
Booking Description	Booking Description	Booking Description	Booking Description
Exclusive	Exclusive - Running on current, moving according to signals	56	For the running of vehicles on live traction current obeying LU signalling systems (e.g. test trains). Often referred to as 'Cancelled Engineering Hours'. As defined in the Rule Book.
	Exclusive - Specified Area	56	For the running of engineering machines e.g. trains, RRVs on the railway. As defined in the Rule Book
	Exclusive - Traction Current Switching During Eng Hrs	56	For access that requires traction current to be switched on and off intermittently during the engineering hours shift. Primarily used in relation to power supply testing/commissioning etc.

Appendix 5: Network Rail Interface Locations

Bakerloo line

TO3. Harrow & Wealdstone to Kiburn High Road via Queen's Park Track Agreement. LU is Network Rail's customer for track, signalling and traction current. These are shared with LORGL which also has an Agreement with Network Rail.



Station Agreements between Harrow & Wealdstone and Kiburn High Road via Queen's Park. Excluding Willesden Junction LU is the Station Facility Owner.

LU's access to Stonebridge Park is via Network Rail track. There is an end-on track interface between LU and Network Rail track at the depot entrance.

There are end-on track interfaces between LU and Network Rail at the North end of the LU Queen's Park North Shed. LU and Network Rail tracks also run parallel through Queen's Park Station.

The route from Queen's Park to Kiburn High Road station is provided under Track agreement TO3 for reversing the service in emergency only.

	Network Rail owned station (with SFO, may be other TOC's)
	Track Agreement
	Location of Track Agreement

Created: 30 March 2012

For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNW-B, SE-B and WN-B

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Central line

Ealing Broadway - Station Agreement.
FGW is the Station Facility Owner.
LU is the customer but owns the
Central and District line platforms.



West and South Ruislip - Station Agreements.
LU is the station owner. Chiltern Railways is
LU's customer but manages its own platforms.

Greenford - Station Agreement. LU is the station
owner. FGW is LU's customer.
Network Rail owns the track in the bay platform.

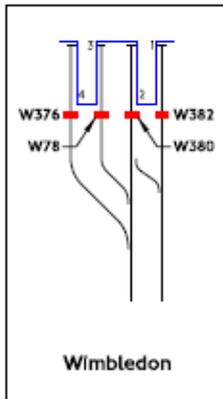
Richmond-PWT	Network Rail owned station (with SFO, may be other TOC's)
TOC	Track Agreement
	Location of Track Agreement

Created: 30 March 2012

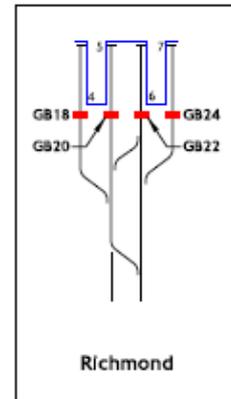
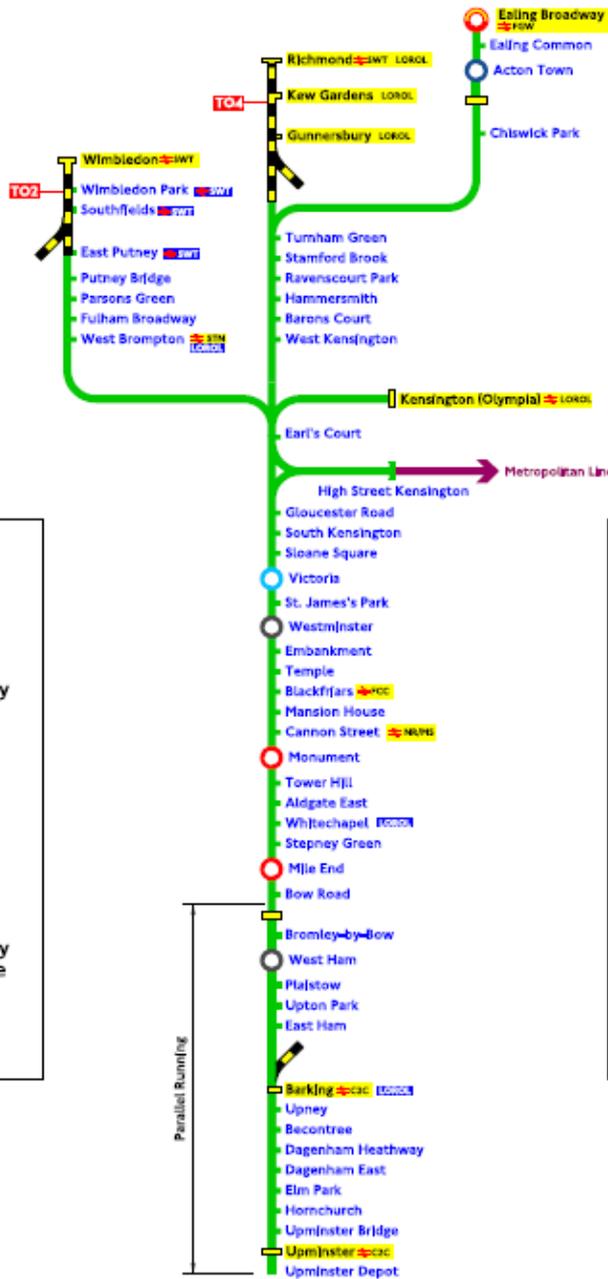
For details of Land and Property boundaries
refer to Site Specific Engineering arrangements
GW-C, ML-C and SE-C

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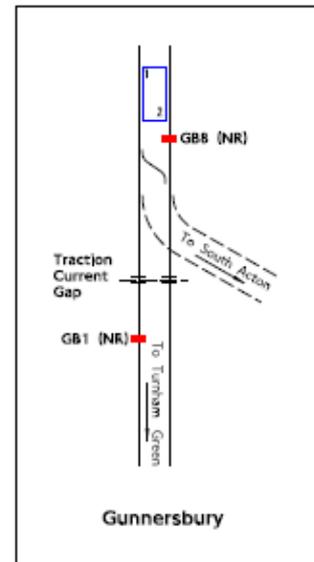
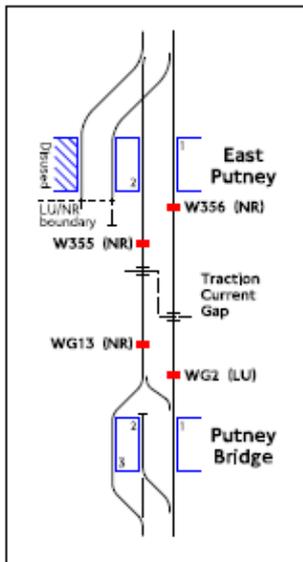
District line



T02. East Putney to Wimbledon Track Agreement. Gives South West Trains a diversionary and empty stock route. Network Rail supplies the traction current and signal operation but is LU's customer for track.



Kensington Olympia - Station Agreement. LORGL is the Station Facility Owner. LU is the customer.



Barking and Upminster - Station Agreements. C2C is the Station Facility Owner. LU is the customer.

Richmond (TO4) Network Rail owned station (with SFO, may be other TOC's)
 TO2 Track Agreement
 Location of Track Agreement

For details of Land and Property boundaries refer to Site Specific Engineering arrangements SE-D and WN-D

Jubilee line



Canning Town - Station Agreement. LU is the Station Facility Owner. The Docklands Light Railway's access is covered by a lease but LU provides some station services.

West Ham - Station Agreement. LU is the station facility owner. C2C is the customer but manages its own platforms.

Stratford - Station Agreement. High level platforms and subways. NXEA are the Station Facility Owner. LU (Central line) is the customer, but staff Central line platforms.

Richmond → Wm	Network Rail owned station (with SFO, may be other TOC's)
TO3	Track Agreement
	Location of Track Agreement

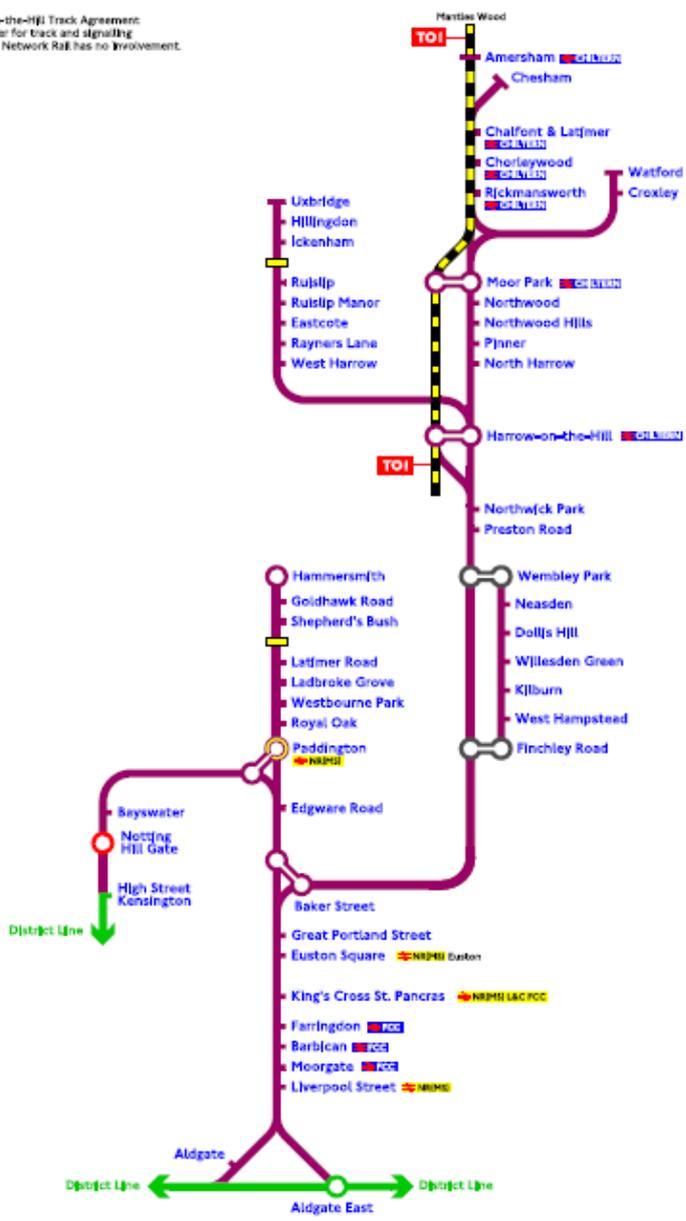
Created: 30 March 2013

For details of Land and Property boundaries refer to Site Specific Engineering arrangements SE-J and LNW-J

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Metropolitan line

TOI, Maresfield Wood - Harrow-on-the-Hill Track Agreement
 Chiltern Railways is LU's customer for track and signalling
 over the Metropolitan main line. Network Rail has no involvement.



Station Agreements between Amersham and Harrow-on-the-Hill. LU is the station facility owner. Chiltern Railways is the customer. Chiltern uses Moor Park in emergencies only.

Farringdon and Moorgate - Station Agreements. LU is the Station Owner. FCC is the customer at Moorgate but manages its own platforms.

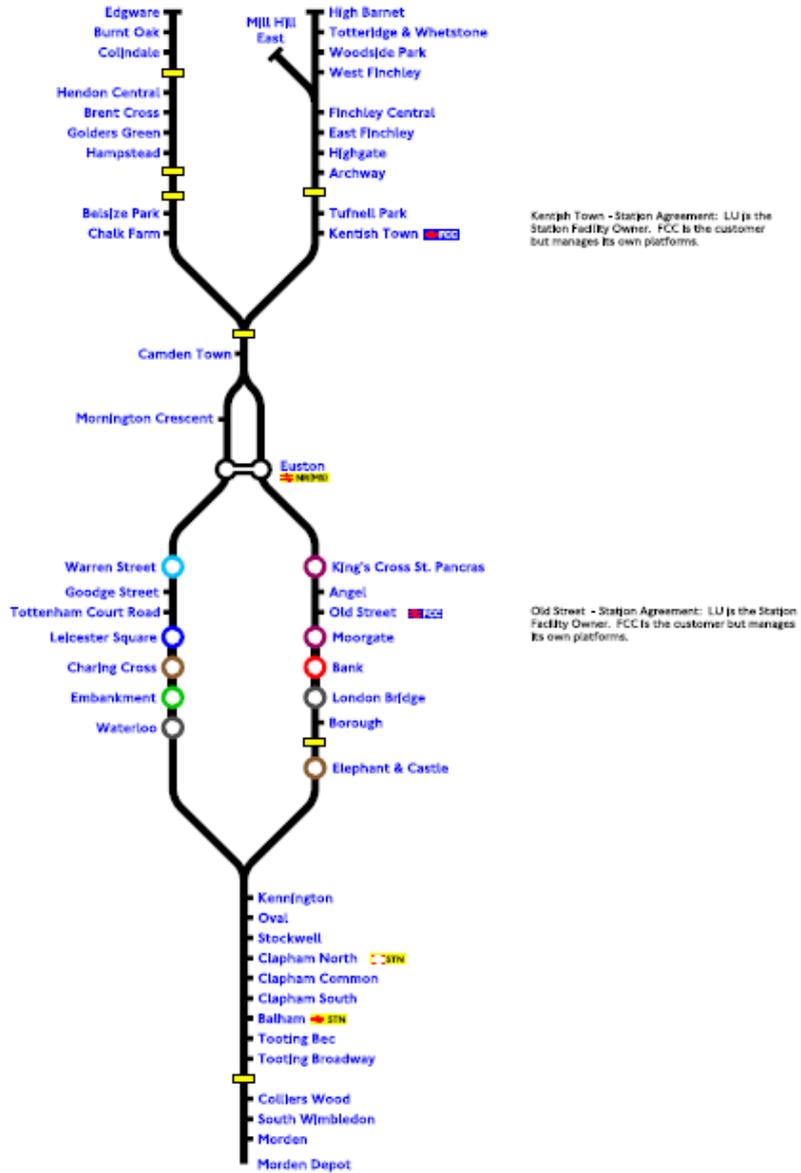
Richmond-OWT	Network Rail owned station (with SFO, may be other TOC's)
TOI	Track Agreement
	Location of Track Agreement

For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNE-M, LNW-M, SE-M and WN-M

Created: 30 March 2012

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Northern line



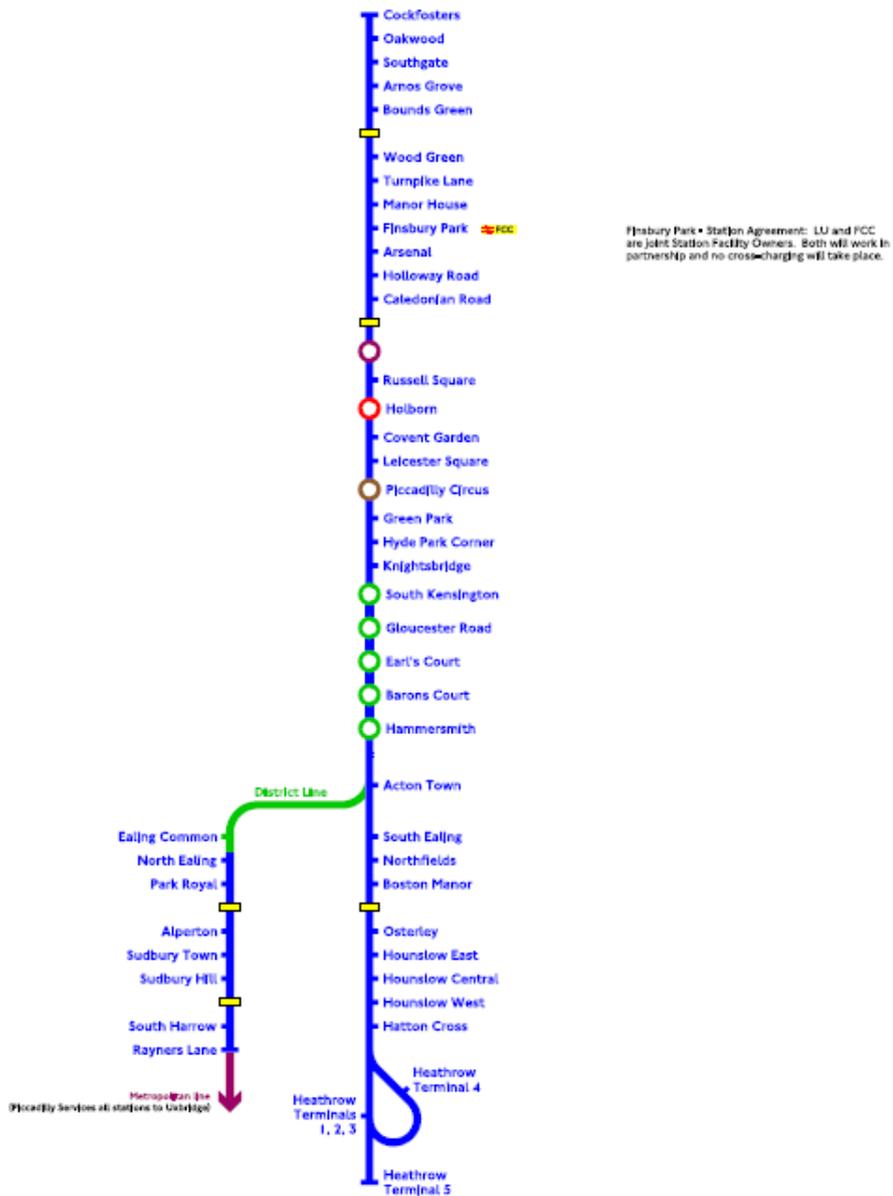
	Network Rail owned station (with SFO, may be other TOC's)
	Track Agreement
	Location of Track Agreement

Created: 30 March 2012

For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNE-N, LNW-N and SE-N

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Piccadilly line



Richmond+sw Network Rail owned station (with SFO, may be other TOC's)
TO3 Track Agreement
 Location of Track Agreement

Created: 30 March 2012

For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNE-P, LNW-P, SE-P and WN-P

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Victoria line



Walthamstow Central - Station Agreement: NXEA is the Station Facility Owner. LU is the customer but owns its own part of the station at sub surface level.

Blackhorse Road - Station Agreement: LU is the Station Facility Owner. LORCL Train Services is the customer but manages its own platforms.

Tottenham Hale and Seven Sisters - Station Agreements: LU is the Station Owner. NXEA is the customer but manages its own platforms.

Highbury & Islington - FCC is the Station Facility Owner for the deep level platforms. LU is the Station Facility Owner for the LORCL Train Services platforms. All other parts of the station are owned by LU.

Richmond-SWR	Network Rail owned station (with SFO, may be other TOC's)
TOC	Track Agreement
	Location of Track Agreement

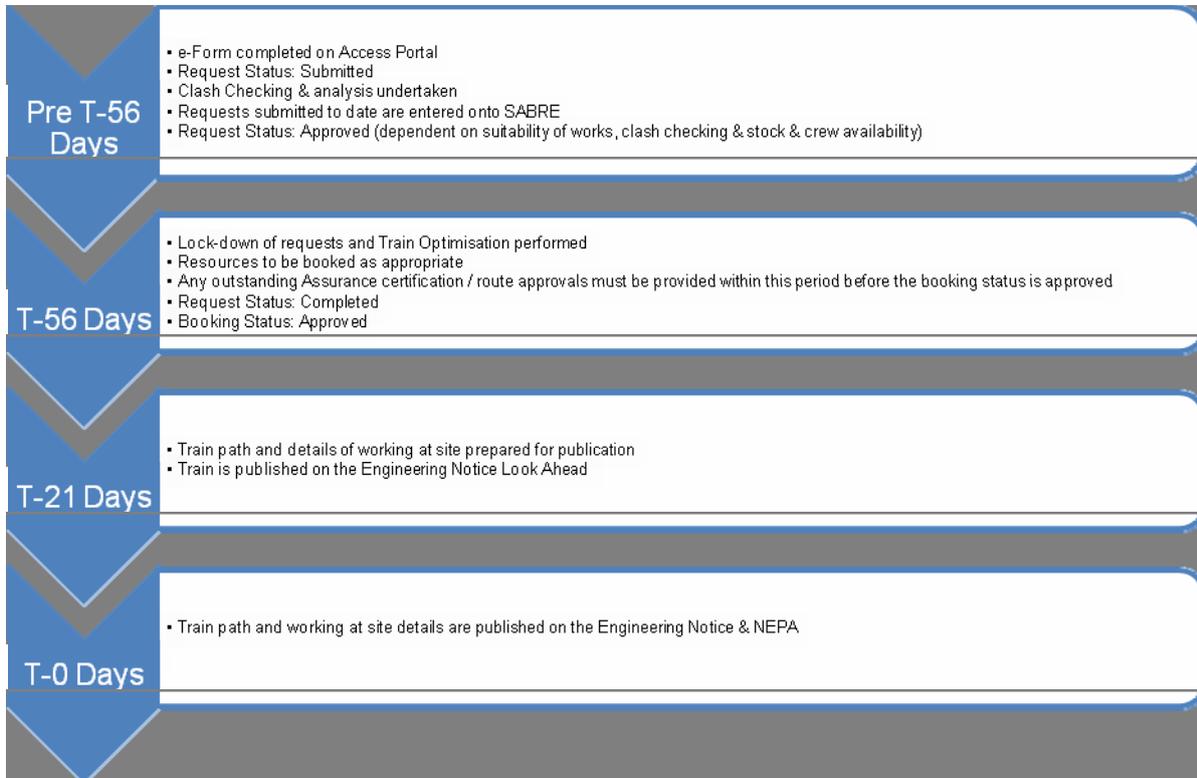
Created: 30 March 2012

<p>For details of Land and Property boundaries refer to Site Specific Engineering arrangements LNE-V, LNW-V and SE-V</p>
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Appendix 6: Request Lifecycle for a Train or Motorised Vehicle Request

The timescales for booking an engineering train or other mechanised vehicle is described in the following flow chart.



Note: 'T' indicates the Monday of the week that the train or vehicle is booked to work in.

The process at each stage is summarised as follows:

a. Pre T-56 Days

A Work Request for a train can be submitted by a Manager at any time prior to T-56 days. All requests will be made by the Manager comprehensively completing all the requisite screens of the Work Request. The Work Request is the sole means by which TransPlant engineering vehicles can be booked and requested and there is provision on the Work Request to provide specific details as to the make-up of each train (if the consist is known). The Access Manager will assist the Manager as necessary in planning and requesting trains or access for mechanised vehicles.

b. T-56 Days

All planning for engineering trains, train paths or mechanised vehicles must be completed & received by T-56 days, after which train optimisation will be carried out by the Access Manager.

From T-56 days onwards the requested access for an engineering train or mechanised vehicle will be entered onto SABRE and a check for any clashes can be carried out. The Access Manager will update the request's status to 'Completed' if there are no clashes or impediments pertaining to the request at that time. If there is a clash at this stage, the

Access Manager will assess whether the clash is likely to be resolvable by the train optimisation process and will work with the Manager to identify potential alternative dates.

- c. The Access Manager and Manager will agree the engineering train paths, confirm the engineering train's method of working at site; access and egress to the worksite for mechanised vehicles and/or personnel, and carry out protection planning.
- d. The Access Manager will update the Booking status to 'Approved'.
- e. T-21 Days
- f. At this time the train path, and details of the train or mechanised vehicle's working at site, will be prepared for publication. These details will be included on the Engineering Notice Look Ahead.
- g. T-0 Day of the Works
- h. The Engineering Notice is published with full details of the train or mechanised vehicle's path and it's working at site.

Network Rail Infrastructure

Notwithstanding the timescales stated above, where engineering trains or other mechanised vehicles are required and which need to be positioned on Network Rail infrastructure in order to deliver the *works*, a Work Request for the provision of such vehicles shall be submitted to the Access Manager before T-365. The Access Manager will advise the applicable timescales for confirmation of booking following consultant with Network Rail.

Appendix 7: TransPlant Agreement Charges

Standard Charges for TransPlant Services 1st April 2014 to 31st March 2015

Class / Code	Description	Standard 2014/15 Charge
A	Class A Non-coupling Train	██████
B	Class B Long Welded Rail Train	██████
C	Class C Uncoupling train with loading gang	██████
D	Class D Uncoupling train without loading gang	██████
E	Class E Ballasted Track Replacement including T3 (price for weekend)	██████
H	DISAB (Ballast Sucker) 8 hour shift	██████
L	Technical and Operational Support (8 hour) per person	████
LG	Loading gang 8hr shift (up to 5 operatives)	██████
M	Technical and Operational Support per hour per person	██
P	Crane, Roll Loader, Track Relaying Machine	██████
T1	Plain Line/ P&C Tamper 8hr shift	██████
T2	Plain Line/ P&C Tamper	██████

	12hr shift	
T3	Plain Line/ P&C Tamper 8hr shift in train formation	██████
T4	Plain Line/ P&C Tamper 12hr shift in train formation	██████

Schedule 6

Variation Procedure

- 1 The Parties agree to endeavour to agree the variation to the Contract Price of any Variation Order, taking account of the rates and prices included in Schedule 2. Where the Parties are unable to agree the cost of any Variation Order within twenty-one (21) days of issue of the Variation Order by the Company's Representative, the dispute resolution procedure at clause 45 shall apply.
- 2 The Company may, at any time prior to the Completion Date or earlier termination of the Contract, propose a variation by completing Part A of the Variation Proposal and supplying three (3) copies of it to the Supplier. Within five (5) Working Days of receipt, or such other time as may be agreed by the Company, the Supplier shall complete Part B of the Variation Proposal and shall supply two (2) copies of the Variation Proposal to the Company. The Company shall be entitled, at any time within thirty (30) days of receipt, to instruct and authorise the Supplier to proceed with the variation on the terms so set out by each party by completing and signing Part C of one copy of the Variation Proposal (which, following such signature, will be referred to as a "**Variation Order**") and supplying such Variation Order to the Supplier. The relevant part(s) of the Contract shall thereupon be varied accordingly.
- 3 The Supplier may, at any time prior to the Completion Date or earlier termination of the Contract, propose a variation, after requesting the issue by the Company of a Variation Proposal variation number, by completing Parts A and B of a Variation Proposal and supplying two (2) copies of it to the Company. The Company shall be entitled, at any time within thirty (30) days of receipt, to instruct the Supplier to proceed with the variation on the terms so set out by the Supplier by completing and signing Part C of one copy of the Variation Proposal (which, following such signature, will be referred to as a "**Variation Order**") and supplying such Variation Order to the Supplier. The relevant part(s) of the Contract shall thereupon be varied accordingly.
- 4 In cases where the Company requires a variation to be implemented by the Supplier, whether at the suggestion of the Supplier or not, as soon as possible and before the effect on the Contract Price is established, the Company's Representative will complete and sign Part C of one copy of the Variation Proposal (which, following such signature, will be referred to as a "**Variation Order**") and supplying such Variation Order to the Supplier.. The Supplier will immediately proceed with the Variation Order required. The Parties shall agree the variation to the Contract Price as soon as reasonably possible thereafter. In default of such agreement within twenty-one (21) days of issue of the Variation Order by the Company's Representative, the dispute resolution procedure at clause 45 shall apply.

- 5 The Supplier may indicate in a Variation Proposal that the variation to the Contract Price is an estimated price but, if it does so, it shall supply a firm price to the Company in writing at least seven (7) days before the expiry of the time within which the Company is entitled to instruct the Supplier to proceed with the variation.
- 6 The variation to the Contract Price indicated by the Supplier must be the full price and shall cover all costs associated with the variation. If appropriate a range of prices may be shown corresponding to the extent of the Services to be carried out.
- 7 In an emergency, both parties shall use their reasonable endeavours to expedite the actions permitted or required under the Variation Procedure.
- 8 The Company will not accept any retrospective claims for additional work caused by a variation which has not been approved by the Company in accordance with the Variation Procedure before the commencement of such additional work.
- 9 All authorised additional work resulting from any Variation Proposal shall be priced in accordance with any applicable rates set out in Schedule 2.
- 10 Variation Proposals for Maintenance Renewal Services shall include the information required by Schedule 13 (Obsolescence Management and Maintenance Renewal Services) section 13.2. and a programme providing the information set out in Contract Clause 13B (Programmes).
- 11 The Supplier shall at all times act reasonably and shall price each Variation Proposal at the least possible additional cost to the Company that it is reasonably and economically practicable for the Supplier to offer and which has the least possible impact on the terms of the Contract, including but not limited to, the Specification and the Programme.
- 12 Strict adherence to the procedure described in this Schedule 6 shall be a condition precedent to any addition to the Contract Price for the Services. If the Supplier does not adhere to each paragraph in this Schedule 6 then the Supplier shall not be entitled to any addition to the Contract Price notwithstanding that the Supplier may have supplied additional or varied Services.

Appendix 1
Form of Variation Proposal/Variation Order

To:	From:
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Contract Reference:
Variation Number:
Variation Title:

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

Schedule 7
QUENSH and Quality and Safety Plan

QUENSH Menu

F0780 A18 Contract Menu

This Contract Menu must be used in conjunction with
Category 1 Standard S1552 "Contract QUENSH Conditions"

Contract Menu

Contract No: _____

Contract Name

Installation & Maintenance Services to
Comms Assets & Systems.

Client:

London Underground Ltd.

Supplier:

Talent Technology Services Ltd.

Principal Contractor:

Yes

No