

agreed productive output in respect of services for the Company's' Projects Directorate.

Green = The contractor's labour maximise use of the available productive working hours (Operations) or completes all work in accordance with the agreed programme (Projects).

Amber = The contractor's labour occasionally fail to maximise use of the available productive working hours (Operations) or occasionally fail to complete all work in accordance with the agreed programme (Projects) for reasons for which the personnel are wholly or partly responsible.

Red = The contractor's labour frequently fail to maximise use of the available productive working hours (Operations) or frequently fail to complete all work in accordance with the agreed programme (Projects) for reasons for which the personnel are wholly or partly responsible.

For the avoidance of doubt the word 'occasionally' shall mean once per week and the word 'frequently' shall mean in excess of once per week. For the avoidance of doubt the words 'productive working time' means that the personnel do not leave the site more than thirty minutes prior to call back.

iv) **Quality**

Quality shall be measured by the 'cost of poor quality' to include but not be limited to 1) lost customer hours / engineering overruns, 2) failed welds and similar and 3) lost or damaged plant and similar. Collectively 2) and 3) comprise 'poor quality incidents'.

Green = There are no lost customer hours or engineering overrun costs for which the contractor's labour are wholly or partly responsible and the number of 'poor quality incidents' are not excessive.

Amber = There are no lost customer hours or engineering overrun costs for which the contractor's labour are wholly or partly responsible but the number of 'poor quality incidents' are sufficient to cause concern.

Red = There are lost customer hours or engineering overrun costs for which the contractor's labour are wholly or partly responsible or the frequency of 'poor quality incidents' indicates a trend of unacceptable performance.

For the avoidance of doubt the words 'poor quality incidents' shall mean anything that requires re-work as a result of the personnel supplied by the contractor.

v) Financial Accuracy

Financial Accuracy shall be measured by the timely and accurate submission of all requested financial information to include but not be limited by 1) Quotations and Tenders, 2) Applications for Payment and 3) Final Accounts.

Green = The contractor provides all financial information by the due dates and the accuracy of the information is consistent with good practice.

Amber = The contractor occasionally misses submission dates and/or the accuracy of the information is occasionally inconsistent with good practice.

Red = The contractor frequently misses submissions dates and/or the accuracy of the information is frequently inconsistent with good practice.

For the avoidance of doubt 'good practice' shall be understood to mean that the information is accurately compiled and calculated excepting only minor arithmetical errors, the information is summarised in an intelligible manner, all supportive backup material is included and, where applicable, all backup material will have the necessary authorising signatures. For the avoidance of doubt the word 'occasionally' shall mean that there is no discernable trend or pattern to the occurrences and the word 'frequently' shall mean that there IS a discernable trend or pattern to the occurrences due to the regularity of their appearance.

6. Escalation Procedure

6.1 In the event of unsatisfactory performance standards, including (but not limited to) failure to reach the targets set by the Service Delivery Indicators and any other deficiencies in performance, the escalation procedure shall be invoked by the Company in their absolute discretion.

6.2 The purpose of the escalation procedure is to provide a structured framework within which the parties can resolve grievances against timescales and deliverable targets. For the purposes of this procedure notified levels of poor performance will be termed "Non-Conformances".

6.3 This procedure operates with four levels; the lowest level Non-Conformance being Level 1. Should Non-Conformances escalate they shall receive an appropriate level of management intervention from the Company and the Contractor. Level 3 gives final review and an opportunity for remedial actions to resolve issues before the Non-Conformance reaches Level 4, which will entitle the Company to terminate in accordance with Clause 16 of the Conditions of Contract.

6.4 In the event that a performance issue is not resolved between the Company and the Contractor then the Non-Conformance may be raised formally to a Level 1 or Level 2 Non-Conformance, depending upon the severity of the performance failure. It is possible for a number of Level 1 and/or Level 2 issues to be in hand at any one time.

Table 2 – Summary of Escalation Procedure

TRIGGER	LEVEL	ACTION	BY	RESULT
Failure to rectify identified non-conformance issued as part of SDIs	1	Improvement plan with precise end date required. On going review dates specified.	i) The Company ii) The Contractor	Satisfactory - Stop Unsatisfactory - Level 2
Level 1 re-occurrence	2	Improvement plan with precise end date required. On going review dates specified.	i) The Company ii) The Contractor	Satisfactory - Stop Unsatisfactory - Level 3
Consistent failure to meet required requirement				
Safety Condition infringements.				
Level 2 re-occurrence	3	Final review. Final opportunity for remedial action. Precise end date required. Possible notice of termination or other remedy if appropriate.	i) The Company ii) The Contractor	Satisfactory - Stop Unsatisfactory - Level 4
Level 3 re-occurrence	4	TERMINATION		

6.5 Issues shall be resolved locally on a day-to-day basis to the mutual satisfaction of all parties and shall not be raised to Level 1 without prior endeavours to resolve. At this stage of the process, the Contractor may be required to supply a Root Cause Analysis and a Recovery Plan. Performance standards to be achieved and associated processes for measuring and recording Contractor's performance are detailed in Paragraphs 3 and 5 of this Schedule.

6.6 Level 1

6.6.1 The Level 1 Non-Conformance will be recorded by the Company and a notice submitted to the Contractor in the form attached as Appendix E to this Schedule. The Contractor shall in response (such response to be within five (5) Business Days of service of the notice by the Company) prepare and submit to the Company a Level 1 Non-Conformance Report. Such report will contain:

- a) confirmation of the date and details of the Level 1 Non-Conformance;
- b) the steps to be taken by the Contractor to ensure there is no repetition of such Level 1 Non-Conformance the "Level 1 Required Action"; and
- c) the time within such Level 1 Required Action is to be completed (which shall be a reasonable period and no longer than the "Level 1 Rectification Period".

6.6.2 The Contractor and the Company will use all reasonable endeavours to agree the Level 1 Rectification Period and the Level 1 Required Action. If the agreed Level 1 Required Action is carried out within the agreed Level 1 Rectification Period then the Non-Conformance will be classed as closed.

6.6.3 All Level 1 Non-Conformances will be reviewed every Accounting Period at the Senior Manager Level Governance Group meetings (whether resolved or not) to ensure that reoccurrence is (where possible) eliminated.

6.7 Level 2

6.7.1 Paragraph 6.7.2 shall apply where:

- a) the Company determines, having regard to the gravity of the Non-Conformance, that a Non-Conformance should be treated as a Level 2 Non-Conformance; or
- b) the Contractor fails to notify the Company of the occurrence of a Level 1 Non-Conformance prior to the Company notifying the same to the Contractor (provided that the Company shall be entitled, having regard to the gravity of the Non-Conformance, to treat this as a Level 3 Non-Conformance rather than a Level 2 Non-Conformance); or
- c) the Contractor fails to make available to the Company a Level 1 Non-Conformance Report within five (5) Business Days of service by the Company of the notice referred to in Paragraph 6.6.1; or
- d) the Contractor fails to undertake the Level 1 Required Action within the Level 1 Rectification Period; or
- e) the Contractor fails to rectify the Level 1 Non-Conformance within the Level 1 Rectification Period; or
- f) a further Non-Conformance occurs after the Level 1 Rectification Period but within 1 month of the end of the Level 1 Rectification Period and that is a Non-Conformance in relation to the same SDI ("Same Type") as the Level 1 Non-Conformance; or
- g) a further Non-Conformance occurs during the Level 1 Rectification Period that is of the Same Type as the Level 1 Non-Conformance and the Contractor has wilfully permitted the occurrence of such further Non Compliance; or
- h) failure to meet the requirements of Schedule 6 [Quality, Environmental, Safety and Health (QUENSH) Conditions].

6.7.2 Where one or more of the circumstances described in Paragraph 6.7.1 applies, then this shall be a "Level 2 Non-Conformance" and the Company may submit a notice to the Contractor in the form attached as Appendix E to this Schedule. The Contractor shall determine (acting reasonably) the steps to be taken by the Contractor to ensure there is no repetition of such Level 2 Non-Conformance (the "Level 2 Required Action") and the time within which such Level 2 Required Action is to be completed (which shall be a reasonable period and no longer than five (5) Days (the "Level 2 Rectification Period"), and prepare and make available to the Company a report (the "Level 2 Non-Conformance Report"), which shall set out the following information:

- a) the date and details of the Level 2 Non-Conformance;
- b) the Level 2 Required Action; and
- c) the Level 2 Rectification Period.

6.7.3 The Contractor and the Company will use all reasonable endeavours to agree the Level 2 Rectification Period and the Level 2 Required Action.

6.7.4 If the Level 2 Required Action is taken within the agreed Level 2 Rectification Period then the Non-Conformance will be considered resolved. However, a record of the Non-Conformance will be made and Level 2 trends monitored.

6.7.5 All Level 2 Non-Conformances will be reviewed every Accounting Period at the Senior Manager Level Governance Group meetings (whether resolved or not) to ensure reoccurrence is (where possible) eliminated.

6.8 Level 3

6.8.1 Paragraph 6.8.2 shall apply where:

- a) the Company determines, having regard to the gravity of the Non-Conformance, that a Non-Conformance should be treated as a Level 3 Non-Conformance; or
- b) the Contractor fails to make available to the Company a Level 2 Non-Conformance Report within five (5) Business Days of service by the Company of the notice referred to in Paragraph 6.7.2; or
- c) the Contractor fails to undertake the Level 2 Required Action within the Level 2 Rectification Period; or
- d) the Contractor fails to rectify the Level 2 Non-Conformance within the Level 2 Rectification Period; or
- e) a further Non-Conformance occurs after the Level 2 Rectification Period but within one (1) month of the end of the Level 2 Rectification Period and which is of the Same Type as the Level 2 Non-Conformance; or
- f) a further Non-Conformance occurs during the Level 2 Rectification Period that is of the Same Type as the Level 2 Non-Conformance and the

Contractor has wilfully permitted the occurrence of such further Non-Conformance.

6.8.2 Where one or more of the circumstances described in Paragraph 6.8.1 applies, then this shall be a "Level 3 Non-Conformance" and the Company shall inform the Contractor of the same by written notice.

6.8.3 The notice referred to in Paragraph 6.8.2 shall set out:

- a) the deadline by which it requires the Contractor to serve on the Company a report setting out the steps which the Contractor has taken, or will take, to ensure that no further Non-Conformances of this type shall arise (the "Level 3 Required Action") (a "Level 3 Non-Conformance Report"); and
- b) the period (being no greater than two (2) months from the time of occurrence of the Level 3 Non-Conformance for the Contractor to put in place steps to ensure that no further Non-Conformances of the Same Type occur (the "Level 3 Rectification Period").

6.8.4 All Level 3 Non-Conformances will be reviewed every third Accounting Period at the Director Level Governance Group meetings.

6.9 Level 4

6.9.1 Paragraph 6.9.2 shall apply where:

- a) the Contractor fails to make available to the Company by the deadline notified under Paragraph 6.8.3 a Level 3 Non-Conformance Report; or
- b) the Contractor fails to undertake the Level 3 Required Action within the Level 3 Rectification Period; or
- c) the Contractor fails to rectify the Level 3 Non-Conformance within the Level 3 Rectification Period; or
- d) a further Non-Conformance occurs after the Level 3 Rectification Period but within one (1) month of the end of the Level 3 Rectification Period and which is of the Same Type as the Level 3 Non-Conformance; or
- e) a further Non-Conformance occurs during the Level 3 Rectification Period that is of the Same Type as the Level 3 Non-Conformance and the Contractor has wilfully permitted the occurrence of such further Non-Conformance.

6.9.2 Where one or more of the circumstances described in Paragraph 6.9.1 applies, then this shall be a "Level 4 Non-Conformance" and the Company will be entitled to terminate the Framework Agreement or the Contract in whole or in part in accordance with either Clause 23.1.12 or Clause 23A.1.5 of the Conditions of Contract, as applicable.

7 Performance Reporting

7.1 The Contractor shall report on the performance of the Services against Service Delivery Indicators in accordance with the Contract Requirements.

Table 3

**Project Track Labour 2015/2019: Service Delivery Indicators
SUPPLIER SDI's**

1. Safety			
1.1 Principal General Inspection (PGI) Score Measure: PGI Score	Score equal to 75%	75% > 70%	Less than 70%
1.2 Serious Incidents Measure: Occurrence of Serious Incident (defined as damage to LU Assets (including TBTC red cable) or Lost Time Injury)	No Occurrence of Serious Incident		Occurrence of Serious Incident or a trend of unacceptable performance
1.3 Incident Report Form (IRF) Measure: issue of IRF assigned to the Suppliers performance (or lack thereof)	No Incident Report Form (IRF) raised (against Suppliers performance or lack thereof)	1Nr Incident Report Form (IRF) raised (against Suppliers performance or lack thereof)	More than 1Nr Incident Report Form (IRF) raised (against Suppliers performance or lack thereof)
1.4 RIDDOR Measure: Occurrence of a RIDDOR	No Occurrence of RIDDOR		Occurrence of RIDDOR
2. Supply of Labour			
2.1 Supply of Required Labour Measure: Labour supplied in accordance with the Competency Matrix (i.e. correct number of Operatives with correct Competence)	Labour supplied is in accordance with the Competency Matrix		Occurrence of Labour supplied not being in accordance with the Competency Matrix
2.2 Consistency of Labour Measure: number of changes to the regular gang structure	No changes	No more than 1Nr change	More than 1Nr change
2.3 Notification of proposed changes in Labour Measure: formal notification of proposed changes supported by evidence of required competencies	A notice period of greater than or equal to 1-week supported with evidence of required competencies	A notice period of less than 1-week supported with evidence of required competencies	A notice period of less than 1-week supported and no evidence of required competencies

EXCEEDED
Score above 75%
OR Safety innovations (proposals put into practice)
Proactive IRF raised (defined as reporting of assets damaged by others or safety concerns)

EXCEEDED
Competent Labour supplied at short notice in the event of a late instruction from the Company

3. Productivity			
<p>3.1 Achieving agreed productive outputs Measure: equivalent metrics (quantity achieved in the Period v Plan) Clarification: The planned quantity will be adjusted for productivity lost for the following: - "Frustrated access" - this includes non-attendance of critical resources from other suppliers; - "Faulty Plant" - the Company provide Plant that is faulty (but not Plant that is damaged – SDI 4.6); - "Plant not provided" - Plant is requested by the SPC and not provided by the Company; - "Materials not provided" - Materials are requested by the SPC and not provided by the Company;</p>	Quantity achieved as planned	Quantity achieved is less than planned (but less than 10% behind)	Quantity achieved is less than planned (behind by 10% or more)

EXCEEDED
Quantity achieved is higher than planned

4. Quality			
<p>4.1. Lost Customer Hours / Engineering Overruns Measure: the occurrence of Lost Customer Hours or Engineering Overrun</p>	There are no lost customer hours or engineering overruns for which the contractor's labour are wholly or partly responsible		There are lost customer hours or engineering overruns for which the contractor's labour are wholly or partly responsible
<p>4.2. Compliance Measure: Non-Conformance Reports (NCR's)</p>	No Non-Conformance Reports (NCR's) raised	1Nr Non-Conformance Report (NCR) raised	More than 1Nr Non-Conformance Report (NCR) raised
<p>4.3. Plant Inventory Measure: completion of Plant Inventory (every 2-weeks)</p>	Submission of fully compliant Plant Inventory on time	Submission of fully compliant Plant Inventory no more than 2-days late	Submission of fully compliant Plant Inventory more than 2-days late
<p>4.4. Plant within Maintenance Measure: Plant on site is within it's maintenance period</p>	All Plant on site is within it's maintenance period	No more than 1Nr incident of Plant outside its maintenance period	More than 1Nr incident of Plant that is outside its maintenance period

EXCEEDED

4. Quality	Green	Amber	Red
<p>4.5. Plant is on site and returned upon Completion</p> <p>Measure: Plant booked out to the Job is on site and returned (in full) upon completion of the works</p>	All Plant booked out to the Job is on site (and returned upon completion)	1Nr or more incident of Plant found on site that has been booked out to another Projects Job	1Nr or more incident of Plant missing from site OR not returned (in full) upon completion of the works
<p>4.6. Plant Damage</p> <p>Measure: Plant is damaged beyond reasonable wear and tear as assessed by the Company's Plant Services</p>	No incidents of damaged Plant	No more than 1Nr Incident of damage (up to a maximum repair value of £200)	More than 1Nr Incident of damage

EXCEEDED

5. Commercial	Green	Amber	Red
<p>5.1 Financial Accuracy</p> <p>Measure: the timely and accurate submission of all requested financial information to include but be limited to (1) Quotations and tenders (2) Applications for Payment (3) Weekly Shift Report (priced) and (4) Final Accounts</p>	All financial information submitted by the due dates and the accuracy of the information is consistent with good practice	Occurrence of 1Nr submission being late by less than 3 days <u>and/or</u> the accuracy of the information is occasionally inconsistent with good practice	More than 1Nr Occurrence of a submission being late <u>and/or</u> an occurrence of a submission being late by 3 days or more <u>and/or</u> the accuracy of the information is frequently inconsistent with good practice
<p>5.2 Communications</p> <p>Measure: the contractor providing full and detailed formal responses to Communications by the Required Response date</p>	No more than 1Nr response provided after the Required Response date or provided with insufficient detail	2Nr response provided after the Required Response date or provided with insufficient detail	More than 2Nr response provided after the Required Response date or provided with insufficient detail

EXCEEDED

- 1 Further to clause 31.2 of the Framework Agreement the above Key Performance Indicators shall be measured each Period
- 2 Further to clause 31.3, if the Contractor scores Red three times, the Company may terminate the Framework Agreement in accordance with clause 8.1 of the Framework Agreement
- 3 In the event that a SDI is scored Amber for three consecutive Periods it shall receive a Red score (on the third occasion)
- 4 In the event that a SDI is scored Green for three consecutive Periods it shall receive an "Exceeded" score (on the third occasion)
An "Exceeded" Score will be also be measured when Green is scored in the Period and the "Exceeded" criteria is also met (where specified)
- 5 The SDI's above that have more than one sub-category (e.g. Safety which comprises 1.1, 1.2 and 1.3) shall be measured as follows:
A Red score in one of the sub-categories shall result in the overall SDI being measured as Red
In the event that there are no Reds scores but an Amber score in one of the subcategories, the overall SDI shall be measured as Amber
- 6 SDI's 1 to 4 above will be measured by Site.
A Red score on one of the Sites shall result in the overall SDI being measured as Red
in the event that there are no Reds scores but an Amber score on one of the Sites, the overall SDI shall be measured as Amber

1. REPORTING

- 1.1 The reporting format to be used and content will be confirmed by TfL prior to the commencement of the Contract.

The following table sets out the type and frequency for Contractor's reporting

Report	Content	Frequency
Package SDI Performance Report	Performance against Package SDI's	Monthly
Contract SDI Performance Report	Performance against Contract SDI's	Monthly

The Contractor shall report its performance against SDI's in accordance with Schedule 12

2. GOVERNANCE

2.1 The Contractor shall:

- (a) maintain ongoing management arrangements to ensure the effective delivery of the Services.
- (b) maintain suitable governance structures and systems that are able to deliver the Packaged Works and ensure that TfL's governance, relationship management and service management requirements are dealt with at an appropriate level comprising appropriate operational managers, including:
 - (i) management of the Packaged Works;
 - (ii) financial management; and
 - (iii) performance and quality management;
- (c) with TfL, set up and implement the two governance levels shown in the table below and described in Paragraphs 3.1 and 3.2 to meet at the specified intervals during the term of the Contract. A contract review meeting will also be set up as defined in Paragraph 4. This meeting will be commercially led; and
- (d) the Contractor shall ensure that its representatives at all meetings have delegated power and authority to act on behalf of the Contractor.

Contract Performance Governance ~ Key Meetings Schedule

Governance Group	Attendees	Frequency
Director Level	To be completed prior to Contract Award	Annually
Senior Manager Level	To be completed prior to Contract Award	Quarterly

3. GOVERNANCE GROUPS

3.1 Director Level Governance Group

3.1.1 The Contractor shall, with TfL, set up and implement a governance group (the "Director Level Governance Group").

3.1.2 The members of the Director Level Governance Group shall comprise senior board level staff from the Contractor and broadly equivalent nominated representatives of TfL, as outlined below:

TfL	Contractor	TfL
Position	Position	Position
To be completed prior to Contract Award	To be completed prior to Contract Award	To be completed prior to Contract Award
To be completed prior to Contract Award	To be completed prior to Contract Award	To be completed prior to Contract Award

3.1.3 The Director Level Governance Group shall meet annually at TfL's offices or as otherwise agreed Contract Start Date.

3.1.4 Meetings of the Director Level Governance Group will have the following aims:

- (a) to ensure that arrangements are in place to achieve TfL's objectives for the Packaged Works
- (b) to review and assess the success of the Contract;
- (c) to review and assess the success of the relationship between the Parties;
- (d) to undertake a review of Contractor performance;
- (e) to review developments in TfL and the Contractor's businesses and in the marketplace generally, and assess the implications (if any) for the Services and the Framework Agreement in general; and
- (f) to ensure that the Parties are implementing the necessary skills and capabilities to meet their respective obligations under the Contract

3.1.5 A summary report shall document the business of the meetings, prepared under the auspices of TfL and the Contractor. The report will include issues of concern for the future operation of the Contract.

3.2 Senior Management Level Governance Group

3.2.1 The Contractor shall, with TfL, set up and implement an intermediate level governance group (the "Senior Manager Level Governance Group").

3.2.2 The members of the Senior Manager Level Governance Group shall comprise senior management of the Contractor and broadly equivalent nominated representatives of staff from TfL, who are responsible for the delivery of relationships below Director Governance Group level, as outlined below:

TfL	Contractor
Position	Position
To be completed prior to Contract Award	To be completed prior to Contract Award
To be completed prior to Contract Award	To be completed prior to Contract Award

3.2.3 The Senior Management Level Governance Group shall meet twice yearly at TfL's offices or as otherwise agreed between TfL and the Contractor.

3.2.4 Meetings of the Senior Management Level Governance Group will have the following aims:

- (a) review the delivery of the Packaged Works;
- (b) review the operation of the Contract, identify risks and issues arising, commission work to address any such issues, ensure that such work is completed in a timely fashion and to adequate standards, and follow up recommendations arising from that work;
- (c) review the adequacy and effectiveness of the governance arrangements in the light of any relevant management, operational and audit report, ensure that senior managers on both sides have a complete and accurate understanding of the Contract and its operation;
- (d) evaluate each Party's skills and resource requirements in relation to the delivery of the Packaged Works;
- (e) provide support to the Director Level Governance Group, as required from time to time;
- (f) review the people aspects in relation to the delivery of the Packaged Works;
- (g) to operate the Dispute Resolution Procedure, as may be required;
- (h) review the effectiveness and progress of Remedial Action, Root Cause Analysis and Reliability Growth Plans/Reports; and
- (i) review any contractual or performance issues between the Parties and seek to resolve them in accordance with this Framework Agreement.

3.2.5 A summary report shall document the business of the meetings, prepared under the auspices of TfL and the Contractor. The report will include:

- (a) progress on issues identified at the previous meeting; and
- (b) issues of concern for the future operation of the Contract that have been identified since the previous meeting.

4. Contract Review Meetings

The Contractor shall, with TfL, set up and implement a contract review meeting (the "Contract Review Meeting").

4.1 The members of the Contract Review Meeting will comprise management staff of the Contractor and broadly equivalent nominated representatives of staff from TfL, who are responsible for the day-to-day delivery of the Contract and all Packaged Works and who have a thorough understanding of the Services, as outlined below;

To be Inserted Upon Award	

4.2 The Contract Review Meeting will monitor and review the following:

- (a) health, safety and environmental reports and issues arising, including but not limited to:
 - (i) accidents at work/Incident Management;
 - (ii) Contractor auditing of Contractor's Personnel;
 - (iii) quality audit results and matters arising;
 - (iv) Contractor compliance with drugs and alcohol testing;
 - (v) safety critical licensing;
 - (vi) COSHH/Safety/Data storage;
 - (vii) environmental audits and matters arising; and
 - (viii) safety Alerts;
- (b) QUENSH issues;
- (c) Planning issues;
- (d) Access issues;
- (e) Training & Training requirements;

- (f) Programme achievement;
- (g) Performance against SDIs; and
- (h) Payment Applications.
- (i) Continuous Improvements and Innovation

4.3 The Contract Review Meeting shall meet at TfL's offices or as otherwise agreed between TfL and the Contractor at periodic intervals after the Contract Start Date.

4.4 A summary report shall document the business of the meetings, prepared under the auspices of TfL and the Contractor. The report will include:

- (a) progress on issues identified at the previous meeting; and
- (b) issues of concern for the future operation of the Contract and any Packaged Works that have been identified since the previous meeting.

SCHEDULE 12A
LIQUIDATED DAMAGES

1. LIQUIDATED DAMAGES FOR STATION CLOSURE

- 1.1 In the event that any act or omission of the Contractor, its sub-contractors or agent or any employee of any of them, obstructs, interrupts or hinders the Company in operating its business by causing a full Station closure or partial closure to part of the Station, as per locations detailed in Schedule 3B [the Specification] or any subsequent call off of Packaged Works, without express permission from the Contracts Manager or his representative, damages will be charged at a rate commensurate with the Stations NACHS Tables Calculation Rules, Lost Customer Hours, Appendix A to this Schedule. The tables represent a genuine pre-estimate of loss likely to be suffered in the event of any obstruction, interruption or hindrance of passenger entry and exit to all Lines within stations forming a part of this Contract.
- 1.2 A station closure is defined as the station closed for passenger entry and exit on all Lines. It is assumed that the train service is not affected. The impact is calculated for all passengers who would usually start or finish their journeys or interchange at that station. If the station is “closed” for one line only, a proportion of the total is used depending upon the number of lines normally serving the station. Either will be a **“Station Closure Incident”**.
- 1.3 **“NACHS”** means Nominally Accumulated Customer Hours and is the method for estimating the impact of incidents that occur on the LUL network.
- 1.4 **“NAX”** is the unit of passenger impact based on passenger perceived journey time.
- 1.5 **“Lost Customer Hours”** means the total additional journey time measured in hours, experienced by customers using the Underground Network as a result of service disruptions and is calculated by multiplying the NAX value by 100.
- 1.6 Damages will be applied at £3.64 per Lost Customer Hour as shall be amended on 1 April in accordance with RPIX.
- 1.7 Any damages so incurred shall be paid by the Contractor on demand or may be deducted from the Service Payment or any other amount due to the Contractor under or pursuant to the Contract.
- 1.8 **WORKED EXAMPLE – based on the 2015 NACHS Tables and using a figure of £3 per Lost Customer Hour**
- (i) Kings Cross St Pancras Station is closed between 07:00 and 0800 hours on a Monday due to an electrical fault in a fire call point caused by excessive water used as part of the cleaning process. The Lost Customer Hours for the incident are calculated as follows:
 - (ii) Refer to the tables provided. The period of the station closure crosses one time band.
 - (iii) The Hour of Day applicable from the tables (Full Station Closures) is 07:00 to 08:00. The NAX value is therefore 25.71203

(iv) Lost Customer Hours are calculated by multiplying the NAX value by 100.
Lost Customer Hours in this example would therefore be 2,571.

(v) Damages applicable in this example would therefore be:

2,571 (Lost Customer Hours) X £3 (Damages applicable for each lost customer hour)
= £7,713.00 (seven thousand, seven hundred and thirteen pounds)

2. LIQUIDATED DAMAGES FOR LINE SUSPENSION

2.1 In the event that any act or omission of the Contractor, its sub-contractors or agent or any employee of any of them obstructs, interrupts or hinders the Company in operating its business by causing a Full or Partial Line Suspension without express permission from the Contract Manager or his representative, damages will be charged at a rate commensurate with the Stations NACHS Tables Calculation Rules, Lost Customer Hours, Appendix A to this Schedule. The tables represent a genuine pre-estimate of loss likely to be suffered in the event of any Full or Partial Line Suspension forming a part of this Contract.

2.2 A full or partial line suspension results in passengers being unable to use the line for their intended journey. As a result passengers experience additional journey time as they transfer to other lines or modes of transport in order to travel to their intended destination. Either a full or partial line suspension shall be a **“Line Suspension Incident”**.

2.3 **“NACHS”** means Nominally Accumulated Customer Hours and is the method for estimating the impact of incidents that occur on the LUL network.

2.4 **“NAX”** is the unit of passenger impact based on passenger perceived journey time.

2.5 **“Lost Customer Hours”** means the total additional journey time measured in hours, experienced by customers using the Underground Network as a result of service disruptions and is calculated by multiplying the NAX value by 100.

2.6 Damages will be applied at £3.64 per Lost Customer Hour as shall be amended on 1 April in accordance with RPIX.

2.7 Any damages so incurred shall be reduced from payment.

2.8 WORKED EXAMPLE– based on the 2015 NACHS Tables and using a figure of £3 per Lost Customer Hour

The whole of the District Line is suspended between 05:30 and 08:30 hours on a Tuesday due to a Protection Master not handing back possession of the track after the completion of trackside wall cleaning. The Lost Customer Hours for the incident are calculated as follows:

- (i) Refer to the tables provided. The period of the Line Suspension crosses four time bands.
- (ii) The Hours of Day applicable from the tables (Full Line Suspension) are 05:00 to 06:00, 06:00 to 07:00, 07:00 to 08:00 and 08:00 to 09:00
- (iii) The NAX values are calculated by adding together the NAX values for each time band. If the period of suspension or loss is less than an hour within any time band then the NAX values are adjusted by 204 dividing the total NAX value for the time band by the relevant fraction of the hour e.g. if loss or suspension is only 30 minutes within a time band then the total is divided by 2. Equally if loss or suspension is only 10 minutes within a time band then the total is divided by 6.

The total NAX value would therefore be calculated as: $6.2199/2 + 127.7285 + 434.5155 + 799.9656/2 = 965.33675$

- (v) The Lost Customer Hours are calculated by multiplying the NAX value by 100. Lost Customer Hours in this example would therefore be 96,534
- (vi) Damages applicable in this example would therefore be:
 $96,534$ (Lost Customer Hours) X £3 (Damages applicable for each lost customer hour) = £289,602.00 (two hundred and eighty nine thousand, six hundred and two pounds)

3. LIQUIDATED DAMAGES FOR PLATFORM CLOSURE

3.1 In the event that any act or omission of the Contractor, its sub-contractors or agent or any employee of any of them obstructs, interrupts or hinders the Company in operating its business by causing a Platform Closure without express permission from the Contract Manager or his representative, damages will be charged at a rate commensurate with the Stations NACHS Tables Calculation Rules Lost Customer Hours, Appendix A to this Schedule. The tables represent a genuine pre-estimate of loss likely to be suffered in the event of any Platform Closure forming a part of this Contract.

3.2 A Platform closure results in passengers being unable to use the Platform for their intended journey. As a result passengers experience additional journey time as they transfer to other lines or modes of transport in order to travel to their intended destination. Such an event shall be known as “**Platform Closure Incident**”.

3.3 “**NACHS**” means Nominally Accumulated Customer Hours and is the method for estimating the impact of incidents that occur on the LUL network.

3.4 “**NAX**” is the unit of passenger impact based on passenger perceived journey time.

3.5 “**Lost Customer Hours**” means the total additional journey time measured in hours, experienced by customers using the Underground Network as a result of service disruptions and is calculated by multiplying the NAX value by 100.

3.6 Damages will be applied at £3.64 per Lost Customer Hour as shall be amended on 1 April in accordance with RPIX.

3.7 Any damages so incurred shall be reduced from payment.

3.8 **WORKED EXAMPLE– based on the 2006 NACHS Tables and using a figure of £3 per Lost Customer Hour**

(i) The Westbound District Line platform at Tower Hill is closed between 07:10 and 08:20 hours on a Wednesday due to the platform floors being still wet as a result of late or incorrect cleaning. The Lost Customer Hours for the incident are calculated as follows:

(ii) Refer to the tables provided. The period of the platform closure crosses two time bands.

(iii) The Hours of Day applicable from the tables (Platform Closures) are 07:00 to 08:00 and 08:00 to 09:00.

(iv) The NAX values are calculated by adding together the NAX values for each time band. If the period of suspension or loss is less than an hour within any time band then the NAX values are adjusted by dividing the total NAX values for the time band by the relevant fraction of the hour e.g. if loss or suspension is only 30 minutes within a time band then the total is divided by 2. Equally if loss or suspension is only 10 minutes within a time band then the total is divided by 6.

(v) The NAX value would therefore be calculated as:
 $0.35/1.2 + 0.41/3 = 0.428333333$

(vi) Lost Customer Hours are calculated by multiplying the NAX value by 100.
Lost Customer Hours in this example would therefore be 43.

(vii) Damages applicable in this example would therefore be:
 $43 \text{ (Lost Customer Hours)} \times \text{£}3 \text{ (Damages applicable for each lost customer hours)} = \text{£}129.00 \text{ (one hundred and twenty-nine pounds)}$

Schedule 13

Access Arrangements

CONTENTS

1. Definitions
2. General Obligations
3. Access Plan
4. Booking and Arranging Access
5. Clash Checking
6. Types of Access
7. Closure Requests Process
8. Timescales for Booking Access
9. Utilising Existing Closures

APPENDICES

1. Access Plan Template
2. Application to Work Form
3. Indicative Timescales for the Publication of Notices
4. Access Subcategories
5. Network Rail Interface Locations

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 Works and who will act as the single point of contact for all access related matters.

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

Access Plan Template: The template provided as Appendix 1 to this Schedule 13.

Access Subcategories has the meaning given in paragraph 1.9 of section 6 of this Schedule 13.

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 Contractor

Application to Work Form means the form contained in Appendix 2 to this Schedule 13.

"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 6 of this Schedule 13.

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 [LUL 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 6 of this Schedule 13.

General Access has the meaning given in paragraph 1.1 of section 6 of this Schedule 13.

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

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

L&E Closures has the meaning given in paragraph 1.8 of section 6 of this Schedule 13.

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 the Company's Stations in Traffic Hours including details of possible locations for the storage of materials and equipment and station opening and closing hours.

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

Major Closure: has the meaning given in paragraph 1.6 of section 6 of this Schedule 13.

Minor Closure: has the meaning given in paragraph 1.7 of section 6 of this Schedule 13.

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 Works 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 6 of this Schedule 13.

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 the Company, the Company's Representative, the Contractor or any employee, subcontractor or supplier of the Contractor.

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 6 of this Schedule 13.

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.

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 Underground Network, 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 [LU Rule Book](#) 17 for the definition of Traffic Hours).

Work Request: Work Request e-Form provided on the Company's access booking portal and which is completed by the Contractor 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 Contractor shall comply with its obligations under this Schedule 13 [Access Arrangements].
2. The Contractor 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 Contractor.
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 Clause 12.2 of the Conditions of Contract 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 Contractor to comply with its obligations under this Schedule 13;
 - 3.3 neither Party shall have any claim against the other as a consequence of such cancellation, alteration or delay; and
 - 3.4 the Contractor 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 Contractor is solely responsible for securing access. The Contractor 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 Contractor from the Company's Representative's fault reporting centre for a part or all of the Works, the Contractor shall apply for Access in accordance with the requirements of this Schedule 13.
6. The Company shall have no responsibility to the Contractor, and the Contractor shall hold the Company harmless against any Losses that may arise out of any failure by the Contractor to comply with this Schedule 13.

3. THE ACCESS PLAN

1. The Contractor 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 Contractor obtaining the appropriate storage licences);
 - if the Works 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 13;
 - 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 Company's Representative;
 - any limitation on Engineering Hours specific to the Works as may be specified by the Company's Representative ; and
 - the time required for the Contractor to ensure the site is left clean and safe;
 - Night Tube.
2. The Contractor submits an Access Plan to the Company's Representative for acceptance. Within two weeks of the Contractor submitting an Access Plan for acceptance the Company's Representative either accepts the Access Plan or notifies the Contractor 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 13;
 - 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 Works;
 - 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 Contractor 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 Contractor to do so. For the avoidance of doubt such instruction does not constitute a Variation or entitle the Contractor to apply for an extension of time.
4. Should the Contractor 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 Contractor gives at least 5 working days' notice and obtains the Company's Representative's prior written acceptance

4. BOOKING AND ARRANGING ACCESS

1. The Contractor 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 Contractor accepts that access to the Premises will be refused without a valid SABRE number and the Contractor checks that it is in possession of a valid SABRE number for all access requirements detailed on the accepted Access Plan. If the Contractor is not in possession of the same it advises the Company's Representative accordingly.
2. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor.
 - 3.2 Not used
 - 3.3 The Contractor is responsible for arranging, booking, and paying for all requisite medicals, training and certification of its staff and / or personnel.
 - 3.4 The Contractor allows a minimum of 28 days notice period for all 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 Contractor does not rely on such reduced time periods being accommodated.
 - 3.5 At the starting date of the Contract, the Contractor must produce a competency matrix for all Contractor's staff or personnel involved in providing the Works detailing the training, certification and other competency information held on record. The Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor'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 Employer 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 Contractor 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.
[State whether there is any restriction on the number of visitors permitted per authorised person.]
 The Contractor 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 Contractor 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 Contractor issues the visitor a temporary pass that is valid for a maximum 24 hours and the expiry date and time is clearly indicated.
 The Contractor 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 Contractor being made aware of the loss.

5. London Underground – Access Control

- 5.1 When booking in and out of the site, the Contractor'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 Contractor 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 Contractor's staff under such circumstances.
- 5.3 If the Contractor wishes to make a change to the Contractor's requirements for Access after it has been approved by the Company's Representative and Access Manager, the Contractor 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. CLASH CHECKING

1. The Contractor shall be responsible for checking for clashes (Clash Checking) in respect of access booked by Others and the Company's Representative in respect of which the Company's Representative has provided the Contractor with the Access Visualisation Tool. The Contractor shall also monitor the following publications:
 - (a) Engineering Look Ahead Notice
 - (b) Engineering Notice
 - (c) Nightly Engineering Protection Arrangements (NEPA)
 - (d) Traffic Circular
 - (e) Station Works Plan
2. In the event of clashes the Contractor shall notify the Company's Representative and where instructed submit a revised Access Plan for acceptance. The indicative publication timescales (in advance of proposed works) for the above notices are as provided in Appendix 3.
3. Not used
4. In the event that the Contractor attends the site and access is not provided by the Company in accordance with the Accepted Access Plan the Contractor shall complete the Cancelled or Delayed/Curtailed Access Form contained in Appendix [].
5. Clash Checking, the completion of a Cancelled or Delayed/Curtailed Access Form in full (including the obtaining of all necessary signatures) and the identification of the period access in question on the Accepted Access Plan (with the relevant SABRE number) are all condition precedents in respect of any entitlement to apply for a compensation event/claim.

6. TYPES OF ACCESS

1. Summarised below are the types of access that the Contractor's Access Plan shall be based upon. In preparing the Access Plan the Contractor selects the type of access required for the works. The Contractor 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 discreet locations or worksites to suit work demands. The Contractor 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 Contractor 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 and 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Works 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 of the Company's Works 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 Contractor 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 Contractor in identifying the type of access applicable to particular works.

7. CLOSURE REQUESTS PROCESS

1. For all closure requests the Contractor attends a Pre-Closure Request Meeting or Possession Meeting with the Access Manager before a Work Request is submitted by the Contractor for approval. The Company's Representative may attend such Meetings.
2. Where the Company's Representative and Contractor agree a proposed closure has business justification the Contractor 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 Contractor 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 Contractor. 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.