

Executed as deed by the parties and delivered on the date of this Agreement.

Executed as a deed by affixing the Common Seal of )  
London Underground Limited )  
in the presence of:- )

.....  
*[Authorised Signatory]*

Executed as a Deed by [SUB-CONTRACTOR] )  
acting by ) .....  
 ) Authorised Signatory  
and ) .....  
 ) Authorised Signatory

Executed as a Deed by [CONTRACTOR] )  
acting by ) .....  
 ) Authorised Signatory  
and ) .....  
 ) Authorised Signatory

## **Schedule 10**

### **Design**

#### **Design Clauses**

1. The Contractor shall in the design of those aspects of the Works within the Designed Portion, exercise all the reasonable skill, care and diligence to be expected of a prudent, competent and properly qualified designer of the relevant discipline experienced in the design of like works for a project of a size, scope, nature and complexity and in a location similar to the Works.
2. The Contractor shall ensure that the Works comply in all respects with the design prepared pursuant to this Schedule 10 (Design).
3. The Contractor warrants (unless otherwise specifically instructed in writing by the Company) only to specify for use or cause or allow for use in or in connection with the Designed Portion, materials which:
  - (a) accord with any relevant recommendations contained in or referred to in the 1997 edition of Good Practice in the Selection of Construction Materials produced by Ove Arup & Partners and sponsored by the British Property Federation and the British Council for Offices;
  - (b) are in accordance with British standards and codes of practice;
  - (c) are not generally known to be deleterious at the time of specification of the Designed Portion; and
  - (d) (in the case of tropical hardwood) are obtained from a source accredited in the Good Wood Guide published by the Friends of the Earth.
4. The Contractor shall immediately notify the Company if the Contractor suspects or becomes aware of any proposed or actual use of any material in or in connection with the Works which is not in accordance with paragraph 3 of this Schedule 10.
5. The Contractor accepts entire responsibility for the design and specification of the Works 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 Works and the documents which are part of the Agreement.
6. Terms used in this paragraph 6 shall, where appropriate and where the context so requires, have the same meanings as set out in the CDM Regulations. The Contractor shall;

- (e) comply with the duties and obligations imposed upon a principal designer by the CDM Regulations where appointed as such pursuant to Clause 7.6 of the Conditions of Contract;
  - (f) co-operate with the principal designer, the principal contractor and any consultant as required by the CDM Regulations;
  - (g) co-operate with the principal designer in the preparation of the health and safety plan; and
  - (h) warrant that it is competent for the purposes of the CDM Regulations to perform the tasks of a principal designer and has allocated adequate resources to comply with the duties and obligations imposed upon a principal designer by the CDM Regulations.
7. The Contractor shall effect and maintain professional indemnity in full force and effect from the Commencement Date until the date which is twelve (12) years after the issue of the Completion Certificate or earlier termination of the Contract, provided that such insurance is available in the market at commercially reasonable rates and on commercially reasonable terms. Any increased or additional premium required by reason of the Contractor's own claims record or other acts, omissions, matters or things particular to the Contractor shall be deemed to fall within commercially reasonable rates. Such insurance shall be from a reputable insurer and on terms approved by the Company (such approval not to be unreasonably withheld).
8. When required to do so by the Company, the Contractor shall provide to the Company satisfactory documentary evidence that the insurance required by paragraph 7 of this Schedule 10 is being maintained.
9. Where the Works include a Designed Portion which is not the design for the entirety of the Works, the Contractor shall ensure that the Designed Portion is properly coordinated with the design of other aspects of the Works.

## **Schedule 11**

### **Key Personnel**

*The following are Key Personnel*

**[ Tables provided by contractor in response to ITT TFL0249 Lot 2]**

**Schedule 12**  
**Contractor Performance**

## **Schedule 13**

### **Access Arrangements**

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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 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 12<sup>th</sup> 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](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.

## 8. TIMESCALES FOR BOOKING ACCESS AND CLOSURES

1. In preparing an Access Plan the Contractor 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 <sup>(ii)</sup>	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 Contractor 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 siding 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 Company's Representative.
  3. The Contractor 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.

## **9. UTILISING EXISTING CLOSURES**

1. The Contractor actively seeks to utilise the the Company's existing closure programme to progress the Works. The Contractor may request details of such closure programme from the Company's Representative, to the extent relevant to the provision of the Works.
2. The Contractor 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 Contractor 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 Contractor attends the planning meetings for the relevant closure and the Contractor prepares for submission by the Contractor 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 Contractor 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 Contractor 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 Contractor accordingly. Where such application has been approved by the Company's Representative, the Contractor 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 Contractor submits an updated Access Plan, to reflect such application, to the Company's Representative for approval.
4. The Contractor recognises the level of disruption and limitation of journey opportunities which result from closures and where the Contractor 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 Contractor seeks consent for the change from the Access Manager. The Contractor 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.

## **10. ACCESS WITHIN THE RAILWAY ENVIRONMENT**

### **1. Engineering Trains**

Engineering trains may be available from the Company for transportation of Plant and Materials and equipment on the Underground Network 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 6. The Contractor shall provide the Applicant with all the information relating to engineering trains and mechanised plant required by the Work Request and where the Contractor is the Applicant seeks the approval of the Company's Representative before the formal submission of the Work Request to the Access Manager.

Where the Contractor cancels the booking for an engineering train or other mechanised plant, the Contractor 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 11..

The Contractor 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 6. Requests to amend the make up of engineering trains will be subject to availability.

Other mechanised vehicles provided by the Contractor must be plant approved and have route clearance for the area involved. This is the responsibility of the Contractor. Access for other mechanised vehicles shall be booked by the Contractor 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 6.

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

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

### **2. Protection**

The Contractor 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.

The Contractor provides a minimum of 1 qualified Site Person in Charge (SPC) for each work party.

From May 2015, the Contractor'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.

Prior to May 2015, where the Contractor 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.

In the event of additional Specialist Protection staff being required, the Contractor 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 Contractor 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 Contractor, 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.

The cost of Specialist Protection staff will be charged back to the Contractor 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 Contractor.

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>

<b>Prepared by</b>		
<b>Manager</b> (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:
<b>Approved by</b>		
<b>LU Access Manager</b>	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



[illegible]

<p><b>7.0 SPECIALIST PROTECTION (if applicable)</b></p> <p>Describe what specialist resources will be required &amp; whether these will be provided by LU / Contractor or a Third Party</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>
<p><b>8.0 VEHICLES / PLANT / EQUIPMENT (if applicable)</b></p> <p>Describe what Vehicles / Plant / Equipment will be required</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div> <p>Describe any access / planning requirements</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>
<p><b>9.0 ADDITIONAL INFORMATION</b></p> <p>Add any other information which may be pertinent to the access requirements here</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>
<p>For details on completion timescales for processing Access Requests, talk to an Access Manager</p> <p>A resource loaded schedule of work is to be attached when the form is submitted for final approval &amp; processing</p>

## 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						
<b>Chainage</b>						
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		
<b>Engineering Trains</b>						
Are Engineering trains working in your worksite		Yes		If Yes, how many and which type:		
		No				
<b>Road Rail Vehicles (RRVs)</b>						
Are EHs Possessions required to Outstable RRVs prior to Closure		Yes		Are EHs Possession required to return RRVs following Closure		Yes
		No				No
Comments						
<b>On Track Plant / machinery</b>						
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		
<b>Resources</b>						
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		If no ensure, adequate time is allocated to clear line(s) of all non cert. staff to allow passage of Engineering train if applicable		
		No				
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**

[illegible]

**Notes**  
**ELAN = Engineering Look Ahead Notice**  
**EN = Engineering Notice**  
**NEPA = Nightly Engineering Protection Arrangements**

#### 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).
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.
	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.

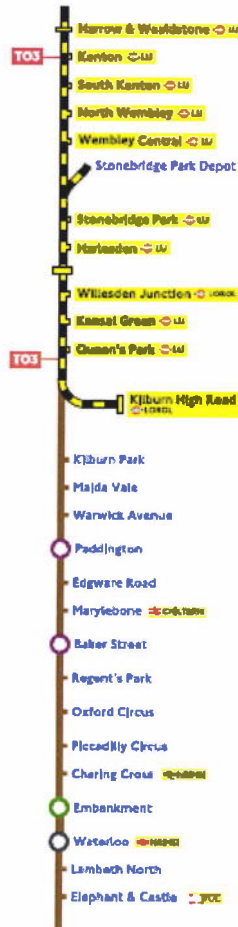
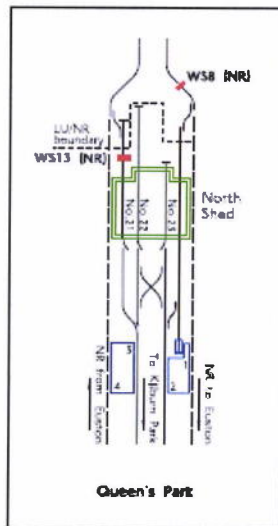
Track			
Booking Description	Booking Description	Booking Description	Booking Description
	Restrictive - Plant / Chemicals in a confined space	56	For where access introduces the use of plant and chemicals in a confined space (e.g. platform inverts). Rarely used.
	Restrictive - Power Cessation- Power Outages 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.
	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	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 - 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

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

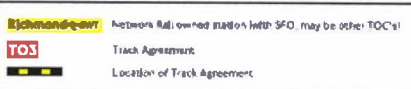


Station Agreements between Harrow & Wealdstone and Kilburn High Road via Queen's Park. Following Willesden Junction LU is the Station Facility Owner.

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 Kilburn High Road station is provided under Track Agreement TOS for reversing the service in emergency only.



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.

<b>Richmond-GW</b>	Network Rail owned station with SFO, may be other TOC's
<b>TOC</b>	Track Agreement
<b>SSW</b>	Location of Track Agreement

Created: 30 March 2013

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

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