



TRANSPORT FOR LONDON
and
TELEFONICA UK LIMITED

Agreement for the provision of
Mobile Services Lot 2

Transport for London
14 Pier Walk
London
SE10 0ES

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THIS AGREEMENT is made on _____

BETWEEN:

- (1) **TRANSPORT FOR LONDON** of 14 Pier Walk, London SE10 0ES ("**TfL**"); and
- (2) **TELEFONICA UK LIMITED**, a company registered in England and Wales under company number 01743099 whose registered office is at 500 Brook Drive, Reading, RG2 6UU (the "**Supplier**"),

(each a "**Party**" and together the "**Parties**").

INTRODUCTION

- (A) TfL is a functional body of the Greater London Authority and manages transport services across London.
- (B) On 3 October 2022 TfL advertised in the 'Find a Tender' service, inviting prospective suppliers to submit proposals for the Services.
- (C) The Supplier is a leading provider of mobile services and has experience in providing services that are equivalent to the Services.
- (D) On the basis of the Supplier's response to the advertisement and a subsequent tender process, TfL selected the Supplier to provide the Services.
- (E) The Parties have agreed to contract with each other in accordance with the terms and conditions set out below.

IT IS AGREED as follows:

SECTION A - PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (*Definitions*) or the relevant Schedule in which that capitalised expression appears.
- 1.2 In this Agreement, unless the context otherwise requires:
 - (a) the singular includes the plural and vice versa;
 - (b) reference to a gender includes the other gender and the neuter;
 - (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity;
 - (d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time including any Laws as amended or repealed to deal with the UK's exit from the European Union;
 - (e) the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
 - (f) references to "**writing**" include typing, printing, lithography, photography, display on a screen, email, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - (g) the headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement;
 - (h) unless otherwise provided, references to Clauses and Schedules are references to the clauses and schedules of this Agreement and references in any Schedule to Paragraphs, Parts and Annexes are, unless otherwise provided, references to the paragraphs, parts and annexes of the Schedule or the Part of the Schedule in which the references appear; and

- (i) references to this Agreement are references to this Agreement as amended from time to time.
- 1.3 If there is any conflict between the Clauses and the Schedules and/or any Annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
- (a) the Clauses (excluding Clause 5.3(d) (*Services*) insofar as it relates to the Supplier Solution);
 - (b) Schedules 2A (*Services*) and 2B (*Service Levels*) and their Annexes;
 - (c) any other Schedules and their Annexes (other than Schedule 3.1 (*Supplier Solution*) and its Annexes); and
 - (d) Clause 5.3(d) (*Services*) insofar as it relates to the Supplier Solution, Schedule 3.1 (*Supplier Solution*) and its Annexes (if any).
- 1.4 The Schedules and their Annexes form part of this Agreement.

2. DUE DILIGENCE

2.1 The Supplier acknowledges that:

- (a) TfL has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Agreement;
 - (b) it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the information made available to it by TfL;
 - (c) it has satisfied itself (whether by inspection or having raised all relevant questions with TfL before the Effective Date) of all relevant details relating to:
 - (i) the Service Requirements;
 - (ii) the nature of the services provided by the Former Supplier and the Services; and
 - (iii) the operating standards, processes and procedures and the working methods of TfL;
 - (d) it has completed all due diligence it deems necessary prior to entering into this Agreement;
 - (e) TfL shall not be required to Approve any Variations to this Agreement requested by the Supplier as a result of any due diligence that it conducts after the Effective Date; and
 - (f) it shall not be entitled to make any claim whatsoever (including any claim for additional money) against TfL on the grounds that incorrect or insufficient information on any matter relating to the Services or this Agreement was given to it by any person, whether or not a member of the TfL Group.
- 2.2 The Supplier shall not be excused from the performance of any of its obligations under this Agreement on the grounds of, nor, shall the Supplier be entitled to recover any additional costs or Charges arising as a result of:
- (a) any misinterpretation of the Service Requirements or the Supplier's other obligations under this Agreement; or
 - (b) any failure by the Supplier to satisfy itself as to the accuracy and adequacy of the information provided by TfL.
- 2.3 Notwithstanding any other terms of this Agreement, TfL does not warrant in any way the accuracy, adequacy or completeness of the information provided by TfL.

3. WARRANTIES

3.1 As at the Effective Date, TfL represents and warrants that:

- (a) it has full capacity and authority to enter into and to perform this Agreement;
- (b) this Agreement is executed by its duly authorised representative; and

- (c) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law).
- 3.2 As at the Effective Date, the Supplier represents and warrants that:
- (a) it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
 - (b) it has full capacity and authority to enter into and to perform this Agreement;
 - (c) this Agreement is executed by its duly authorised representative;
 - (d) it has all necessary consents and regulatory approvals to enter into this Agreement;
 - (e) there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it or any member of the Supplier Group that might affect its ability to perform its obligations under this Agreement;
 - (f) its execution, delivery and performance of its obligations under this Agreement shall not constitute a breach of any Applicable Law or obligation applicable to it and shall not cause or result in a default under any agreement by which it is bound;
 - (g) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law);
 - (h) all written statements and representations in any written submissions made by the Supplier as part of the procurement process, its tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Agreement or to the extent that the Supplier has otherwise disclosed to TfL in writing prior to the date of this Agreement;
 - (i) it has notified TfL in writing of any Occasion of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
 - (j) it has all necessary rights in and to the Service Materials and Service Deliverables which are necessary for the performance of the Supplier's obligations under this Agreement and/or the receipt of the Services by TfL;
 - (k) it is not subject to any contractual obligation, compliance with which will or is reasonably likely to have a material adverse effect on its ability to perform its obligations under this Agreement; and
 - (l) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or Key Sub-contractors or for their dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's or Key Sub-contractor's assets or revenues.
- 3.3 The representations and warranties set out in Clause 3.2 (*Warranties*) shall be deemed to be repeated by the Supplier on the Service Commencement Date by reference to the facts then existing.
- 3.4 Each of the representations and warranties set out in Clauses 3.1 and 3.2 (*Warranties*) shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Agreement.
- 3.5 If at any time a Party becomes aware that a representation or warranty given by it under Clause 3.1 or 3.2 (*Warranties*) has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

- 3.6 For the avoidance of doubt, notwithstanding the fact that any provision within this Agreement is expressed as a warranty given by the Supplier, such provision shall be deemed to be an obligation for the purposes of any right of termination which TfL may have in respect of a breach of that provision by the Supplier.
- 3.7 Except as expressly stated in this Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

SECTION B - THE SERVICES

4. TERM

- 4.1 This Agreement shall come into force on the Effective Date. The duration of this Agreement includes:
- (a) the Initial Term (excluding if this Agreement terminates earlier pursuant to Clause 28 (*Termination Rights*), any such period after the termination date);
 - (b) if applicable pursuant to Clause 4.2 (*Term*), all Extension Periods (excluding if this Agreement terminates earlier pursuant to Clause 28 (*Termination Rights*), any such period after the termination date); and
 - (c) all Exit Periods,
- and this Agreement terminates on the Expiry Date (such period of duration being the "**Term**").
- 4.2 Subject to Clause 4.3, TfL may elect to extend the Term by one (1) or more Extension Period(s), on the same terms and conditions, provided that such Extension Period(s) may not, in aggregate, exceed seven (7) years in total. TfL shall give Supplier at least three (3) months' notice of each such extension before the end of the then-current Initial Term or Extension Period (as applicable).
- 4.3 TfL shall be entitled to renew the Agreement after the Initial Term pursuant to Clause 4.2 as follows:
- (a) for one or more Fixed Rate Extension Period(s); and
 - (b) in respect of the period after a Fixed Rate Extension Period (in absence of a further Fixed Rate Extension Period applying), in accordance with Clause 4.2,
- in each case (and in aggregate) subject to the maximum renewal period referred to in Clause 4.2.

5. SERVICES

- 5.1 It is acknowledged and agreed that the key objectives that TfL has in procuring the Services from the Supplier are to:
- (a) transfer the provision of the services provided by the Former Supplier (to the extent applicable) to the Supplier with minimal disruption (and in any case, without unplanned disruption) to the Services or the Service Recipients and in a manner consistent with the Transition Plan;
 - (b) have in place performance, reporting and contract management processes which enable and promote an efficient and open relationship between TfL and the Supplier;
 - (c) ensure that the Services represent value for money throughout the Term;
 - (d) ensure that the Charges are calculated correctly and transparently and the Charges are appropriately adjusted to reflect performance; and
 - (e) ensure the successful transition of the provision of the Services from the Supplier to the provision of Replacement Services by one or more Replacement Suppliers with minimal disruption to the Services, the Service Recipients, Other Supplier or Third Parties and in a manner consistent with the Exit Plan,
- (which, together with the objectives identified in the Schedules as TfL Objectives, form the "**TfL Objectives**").

- 5.2 Save as described in Clause 6 (*Transition*) the Supplier shall provide the Services from (and including) the Effective Date.
- 5.3 The Supplier shall:
- (a) perform its obligations under this Agreement, including in relation to the supply of the Services:
 - (i) in a manner that is consistent with the TfL Objectives;
 - (ii) in accordance with the Service Requirements;
 - (iii) in a professional manner and with reasonable care and skill;
 - (iv) using appropriately experienced, trained and qualified personnel;
 - (v) in a timely, economic, efficient and reliable manner;
 - (vi) in an open and honest manner;
 - (vii) in accordance with all Applicable Law;
 - (viii) subject to Clause 5.5(b) (*Services*), in a manner that does not hinder or prevent TfL's compliance with Applicable Laws;
 - (ix) in accordance with Good Industry Practice; and
 - (x) in accordance with the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 5.3(a)(i) to 5.3(a)(ix) (*Services*);
 - (b) at all times comply with the provisions set out in Schedule 2B (*Service Levels*);
 - (c) deliver the Services using efficient business processes and ways of working having regard to TfL's obligation to ensure value for money; and
 - (d) provide the Services in accordance with the Supplier Solution and any Variations implemented in accordance with this Agreement.
- 5.4 If the Supplier becomes aware of any inconsistency between the requirements of Clauses 5.3(a)(i) to 5.3(a)(ix) (*Services*), the Supplier shall immediately notify the TfL Representative in writing of such inconsistency and the TfL Representative shall, as soon as reasonably practicable, notify the Supplier which requirement the Supplier shall comply with.
- 5.5 TfL acknowledges and agrees that if the service requirements specified by TfL in this Agreement are inconsistent with TfL's obligations under Applicable Law, then:
- (a) if TfL wishes to amend such requirements to achieve compliance with the relevant Applicable Law, it shall do so (and pay any associated Charges) in accordance with the Variation Procedure; and
 - (b) the Supplier's provision of the Services in accordance with such requirements prior to implementation of any Variation proposed by TfL pursuant to Clause 5.5(a) (*Services*) shall not (in itself) be a breach of Clause 5.3(a)(viii) (*Services*).

Supplier covenants

- 5.6 The Supplier shall:
- (a) at all times allocate sufficient resources with the appropriate technical expertise to provide the Services in accordance with this Agreement;
 - (b) obtain, and maintain throughout the duration of this Agreement, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Services;
 - (c) ensure that:
 - (i) it shall continue to have all necessary rights in and to the Service Materials and Service Deliverables which are necessary for the performance of the Supplier's obligations under this Agreement and/or the receipt of the Services by TfL; and
 - (ii) any products or services recommended or otherwise specified by the Supplier for use by TfL in conjunction with the Services shall enable the Services to meet the Service Requirements;

- (d) minimise any disruption to the Services or the Service Recipients when carrying out its obligations under this Agreement;
- (e) co-operate with any Other Supplier notified to the Supplier by TfL from time to time by providing:
 - (i) reasonable information;
 - (ii) advice; and
 - (iii) reasonable assistance,
 in connection with the Services to any such Other Supplier to enable such Other Supplier to create and maintain technical or organisational interfaces with the Services and, on the expiry or termination of this Agreement for any reason, to enable the timely transition of the Services (or any of them) to TfL and/or to any Replacement Supplier in accordance with the following collaborative working principles:
 - (iv) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
 - (v) being open, transparent and responsive in sharing relevant and accurate information with such Other Suppliers;
 - (vi) where reasonable, adopting common working practices, terminology, standards and technology;
 - (vii) a collaborative approach to service development and resourcing with such Other Suppliers;
 - (viii) providing reasonable cooperation, support, information and assistance to such Other Suppliers in a proactive, transparent and open way and in a spirit of trust and mutual confidence;
 - (ix) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle; and
- (f) ensure that any Documents provided by the Supplier to TfL are comprehensive, accurate and prepared in accordance with Good Industry Practice;
- (g) provide TfL with such assistance as TfL may reasonably require during the Term in respect of the supply of the Services;
- (h) gather, collate and provide such information and co-operation as TfL may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Agreement;
- (i) notify TfL in writing within ten (10) Working Days of any Change of Control taking place;
- (j) notify TfL in writing within ten (10) Working Days of Supplier becoming aware of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might materially affect its ability to perform its obligations under this Agreement; and
- (k) ensure that neither it, nor any member of the Supplier Group brings TfL into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in TfL.

5.7 Any obligation in this Agreement which requires the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-contractors and Supplier Personnel also do, or refrain from doing, such act or thing.

Co-operation with TfL and other parties

5.8 The Supplier shall (and shall procure that all Sub-contractors and Supplier Personnel shall), at no additional cost to TfL, co-operate fully and promptly with TfL and TfL Personnel and, to the extent reasonably requested by TfL, Other Suppliers and Third Parties in relation to all activities relating to the subject matter of this Agreement and any points of integration, interoperability,

interface or dependency between: (i) the Services; and (ii) TfL's systems and associated activities or services provided by or to Other Suppliers and Third Parties, in each case including:

- (a) in connection with Transition; and
- (b) in connection with root cause analysis and other steps required to be taken under Schedule 2B (*Service Levels*).

Continuing obligation to provide the Services

5.9 Subject to Clause 5.10 (*Continuing obligation to provide the Services*), the Supplier shall continue to perform all of its obligations under this Agreement throughout the Term and shall not suspend the supply of the Services, notwithstanding:

- (a) any withholding of the Charges by TfL pursuant to Clause 9.6 (*Set off and Withholding*); or
- (b) the existence of an unresolved Dispute.

5.10 The Supplier shall be entitled to suspend the Services, providing TfL as much prior notice as reasonably practicable, to the extent that:

- (a) the Supplier is directed by any relevant regulatory body to suspend telecommunication services which form part of the Services and the circumstances which led to such direction are beyond the Supplier's control (and do not constitute, in whole or in part, a breach of this Agreement or of a telecommunications authorisation by the Supplier);
- (b) to safeguard the security and integrity of the Supplier Network or to reduce the incidence of fraud, in each case where such risks arise from the misuse of the Services;
- (c) the Supplier is required to suspend parts of the Supplier Network for maintenance purposes provided that such suspension does not have a material adverse effect on the provision of the Services and does not breach the terms of Schedule 2B; or
- (d) if the Supplier has the right to terminate this Agreement pursuant to Clause 28.3.

5.11 In relation to any suspension of Services permitted under Clause 5.10 (*Continuing obligation to provide the Services*), the Supplier shall:

- (a) keep TfL informed throughout any such suspension; and
- (b) restore the provision of the Services promptly after the circumstances which required the suspension cease to apply.

No exclusivity

5.12 The Parties acknowledge and agree that the provision and receipt of the Services between TfL and the Supplier shall be on a non-exclusive basis. Each of TfL and the Supplier shall be free to procure services from and provide services to (as applicable) any Other Supplier or Third Party and, without limiting the foregoing, TfL may procure the provision of services equivalent to the Services from any Other Supplier or Third Party during the Term and at any other time.

Use of the services

5.13 In using the Services, TfL shall:

- (a) comply with Applicable Laws; and
- (b) not use the Services for any immoral, obscene, defamatory, harmful, offensive or otherwise unlawful purpose.

6. TRANSITION

Transition Plan

6.1 The Parties shall comply with the provisions of Schedule 4 (*Transition*) in relation to the Outline Transition Plan and the process for preparation, finalisation, implementation and maintenance of the Detailed Transition Plan.

6.2 The Supplier shall:

- (a) comply with the Transition Plan; and
- (b) ensure that each Milestone is Achieved on or before its Milestone Date.

Continuity of Services

6.3 The Supplier shall:

- (a) on and from the Effective Date until the Service Commencement Date, use all reasonable endeavours to minimise disruption to and any reduction in the quality or efficiency of the services being delivered by the Former Supplier(s) to TfL (to the extent reasonably within the control of the Supplier); and
- (b) on and from the Service Commencement Date until the date by when Transition is completed, use all reasonable endeavours to minimise disruption to and any reduction in the quality or efficiency of the Services,

in each case as a result of Transition.

Applicability of obligations during Transition

6.4 From the Service Commencement Date, the Supplier shall comply with all of its obligations under this Agreement in respect of the Services.

7. MOBILE DEVICE TERMS

7.1 All Supplier Devices supplied to TfL shall be supplied on the following terms:

- (a) title to Supplier Devices (excluding any embedded Software) shall transfer from the Supplier to TfL on delivery with full title guarantee;
- (b) no Supplier Devices may be 'locked' to the Supplier Network; and
- (c) all Supplier Devices shall be free from defects and shall comply with the applicable Device Specification for the Device Warranty Period.

8. ACCESS

8.1 TfL shall grant the Supplier access to TfL Sites and Third Party Sites as is reasonably required in order for the Supplier to provide the Services.

8.2 Access by the Supplier (and Supplier Personnel) shall be subject to TfL's standard access regulations and policies (including the requirement for such Supplier Personnel to be accompanied by a TfL representative in relation to certain areas).

SECTION C - PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS**9. FINANCIAL AND TAXATION MATTERS****Charges and Invoicing**

9.1 TfL shall pay the Charges to the Supplier in accordance with the charges and the invoicing procedure specified in Schedule 5.1 (*Charges and Invoicing*).

9.2 Without prejudice to TfL's rights and remedies under this Agreement or at Law, and except as otherwise expressly set out in this Agreement, each Party shall each bear its own costs and expenses incurred in complying with this Agreement.

9.3 If TfL fails to pay any undisputed Charges properly invoiced under this Agreement, interest shall accrue at the rate of two per cent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Agreement from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The Parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

VAT

9.4 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by TfL following delivery of a valid VAT invoice.

9.5 The Supplier shall indemnify TfL on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on TfL at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to

the Supplier under this Agreement. Any amounts due under this Clause 9.5 (VAT) shall be paid in cleared funds by the Supplier to TfL not less than five (5) Working Days before the date upon which the tax or other liability is payable by TfL.

Set-off and Withholding

- 9.6 TfL may set off any amount owed by the Supplier to TfL against any amount due to the Supplier under this Agreement.
- 9.7 If TfL wishes to set off any amount owed by the Supplier to TfL against any amount due to the Supplier pursuant to Clause 9.6 (*Set-off and Withholding*), it shall give notice to the Supplier within thirty (30) days of receipt of the relevant Invoice, setting out TfL's reasons for withholding or retaining the relevant Charges.

Benchmarking

- 9.8 The Parties shall comply with the provisions of Schedule 5.2 (*Value for Money*) in relation to the benchmarking of any or all of the Services.

Promoting Tax Compliance

- 9.9 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
- (a) notify TfL in writing of such fact within five (5) Working Days of its occurrence; and
 - (b) promptly provide to TfL:
 - (i) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (ii) such other information in relation to the Occasion of Tax Non-Compliance as TfL may reasonably require.

SECTION D - CONTRACT GOVERNANCE

10. GOVERNANCE

- 10.1 The Parties shall comply with the provisions of Schedule 6.1 (*Governance*) in relation to the management and governance of this Agreement and the activities performed in relation thereto.

Representatives

- 10.2 Each Party shall have a representative for the duration of this Agreement who shall have authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Agreement.
- 10.3 The initial Supplier Representative shall be the person named as such in Schedule 8 (*Key Personnel*). Any change to the Supplier Representative shall be agreed in accordance with Clause 13 (*Supplier Personnel*).
- 10.4 The Supplier Representative may (but is not required to) from time to time delegate his or her authority to one (1) or more persons (each a "**Supplier Contract Manager**"). The Supplier may, by written notice to TfL, revoke or amend the authority of the Supplier Contract Manager(s) or appoint a new Supplier Contract Manager. TfL shall be entitled to assume that the Supplier Contract Manager(s) have authority to act on behalf of the Supplier unless specifically notified to the contrary.
- 10.5 TfL shall notify the Supplier of the identity of the initial TfL Representative within five (5) Working Days of the Effective Date. TfL may, by written notice to the Supplier, revoke or amend the authority of the TfL Representative or appoint a new TfL Representative.
- 10.6 The TfL Representative may from time to time delegate his or her authority to one (1) or more persons (each a "**TfL Contract Manager**"). TfL may, by written notice to the Supplier, revoke or amend the authority of the TfL Contract Manager(s) or appoint a new TfL Contract Manager. The Supplier shall be entitled to assume that the TfL Contract Manager(s) have authority to act on behalf of TfL unless specifically notified to the contrary.

11. RECORDS

- 11.1 The Supplier shall comply with the provisions of Schedule 12 (*Records Retention*).

12. VARIATION AND CHANGE

Variation Procedure

- 12.1 Any requirement for a Variation shall be subject to the Variation Procedure set out in Schedule 6.2 (*Variation Procedure*).

Change in Law

- 12.2 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Agreement nor be entitled to an increase in the Charges as the result of:

- (a) a General Change in Law; or
- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Effective Date.

- 12.3 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in Clause 12.2(b) (*Change in Law*)), the Supplier shall issue a Supplier Proposed Variation in accordance with Schedule 6.2 (*Variation Procedure*).

- 12.4 Any variation in the Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 12.2(b) (*Change in Law*)) shall be implemented in accordance with the Variation Procedure.

Future procurements

- 12.5 Upon TfL's notification, the Supplier shall co-operate with and provide reasonable information and assistance to TfL and any relevant Other Supplier in respect of the re-tendering of some or all of the Services including by providing the assistance set out in Schedule 7 (*Exit Management*).

SECTION E - SUPPLIER PERSONNEL AND SUPPLY CHAIN

13. SUPPLIER PERSONNEL

- 13.1 The Supplier shall:

- (a) provide in advance of any admission to TfL Sites a list of the names of all Supplier Personnel requiring such admission, specifying the capacity in which they require admission and giving such other particulars as TfL may reasonably require;
- (b) ensure that all Supplier Personnel:
 - (i) are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and due diligence;
 - (ii) are vetted in accordance with Good Industry Practice and, where applicable, the security requirements set out in Clauses 17.10 to 17.15 (*TfL Data and Security Requirements*); and
 - (iii) comply with all relevant Laws in connection with the provision of the Services and all reasonable requirements of TfL concerning conduct at TfL Sites and Third Party Sites, including the security requirements set out in Clauses 17.10 to 17.15 (*TfL Data and Security Requirements*);
- (c) retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of TfL;
- (d) be solely responsible for the management of all Supplier Personnel and shall be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of any Supplier Personnel which results in a Default under this Agreement shall be a Default of the Supplier; and
- (e) procure that, save as otherwise notified by TfL in writing all Supplier Personnel vacate TfL Sites and Third Party Sites immediately upon the termination or expiry of this Agreement (or the relevant Services, as appropriate).

- 13.2 If TfL reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in connection with the Services, it may:

- (a) refuse admission to the relevant person(s) to TfL Sites and Third Party Sites; and/or
- (b) direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).

Key Personnel

- 13.3 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all applicable times during the Term. Schedule 8 (*Key Personnel*) lists the Key Roles and names of the persons who the Supplier shall appoint to fill those Key Roles at the Effective Date.
- 13.4 If TfL requires another role to be a Key Role, it shall notify the Supplier of such requirement and the Supplier may not unreasonably withhold or delay its consent to such additional Key Role (and following such consent Schedule 8 (*Key Personnel*) shall be updated to reflect the addition of that Key Role in accordance with the Variation Procedure).
- 13.5 The Supplier shall not remove or replace any Key Personnel (including when carrying out Exit Management) unless:
- (a) requested to do so by TfL;
 - (b) the person concerned resigns, retires or dies or is on maternity, paternity, adoption or long-term sick leave;
 - (c) such person's employment or contractual arrangement with the Supplier or a Sub-contractor is terminated for material breach of contract by that person; or
 - (d) the Supplier obtains TfL's prior written consent (such consent not to be unreasonably withheld or delayed).
- 13.6 The Supplier shall:
- (a) ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - (b) give as much notice to TfL as is reasonably practicable of any intention to remove or replace any member of Key Personnel; and
 - (c) ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services.

Employment Indemnity

- 13.7 The Supplier shall both during and after the Term indemnify TfL against all Employee Liabilities that may arise as a result of any claims brought against TfL by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel.

Income Tax and National Insurance Contributions

- 13.8 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration, remuneration or benefits received under or pursuant to this Agreement, the Supplier shall:
- (a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of such consideration, remuneration or benefits; and
 - (b) indemnify TfL against any income tax, national insurance and social security contributions and any related liability, deduction, contribution, assessment, penalty or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel.

Non-solicitation

- 13.9 During the Term and for twelve (12) months thereafter, the Supplier shall not, whether directly or indirectly and whether alone or in conjunction with, or on behalf of, any other person and whether as a principal, shareholder, director, employee, agent, consultant, contractor or otherwise:

- (a) solicit, induce or entice away or endeavour to solicit, induce or entice away or cause to be solicited, induced or enticed away from TfL or from any member of the TfL Group (as applicable); or
- (b) employ, engage or appoint,
any person employed by or contracted to TfL or any member of the TfL Group (as applicable) in a senior and/or skilled capacity, whether or not such person would breach his or her contract of employment or engagement by leaving TfL or any member of the TfL Group (as applicable).

13.10 The restriction not to employ, engage or appoint such individual shall not apply:

- (a) if an individual is employed, engaged or appointed by the Supplier as a result of a response by the individual to a public advertisement;
- (b) if an individual is employed, engaged or appointed by the Supplier as a result of the operation of the Employment Regulations; or
- (c) if, at the Termination Date, the Supplier had no material confidential information in relation to the individual being employed, engaged or appointed (including in relation to the individual's experience, attributes, remuneration) and if the Supplier had not worked with the individual at any time in the twelve (12) months prior to the Supplier making the offer of employment, engagement or appointment.

14. SUPPLY CHAIN RIGHTS AND PROTECTIONS

Appointment of Key Sub-contractors

14.1 Without prejudice to Clauses 14.2 (*Appointment of Key Sub-contractors*) and 14.3 (*Key Sub-contracts*), the Supplier shall not sub-contract any of its obligations under this Agreement in relation to a new Service introduced by a Variation which will involve the Supplier entering into Sub-contracts of a value which may exceed two hundred and fifty thousand pounds sterling (£250,000) in total over any period, unless it has:

- (a) given TfL at least twenty (20) Working Days' prior written notice of the identity of the proposed Sub-contractor and the nature, extent and associated Charges relating to the Services to which the Sub-contract relates; and
- (b) demonstrated to TfL's reasonable satisfaction that it has conducted a competitive process in relation to those Sub-contracts prior to selecting the relevant Sub-contractors.

14.2 Subject to Clause 14.3 (*Key Sub-contracts*), the Supplier shall not sub-contract any of its obligations under this Agreement to a Key Sub-contractor where the value of the Sub-contract is more than four hundred and seventy five thousand sterling (£475,000) unless the identity of the proposed Sub-contractor and the scope of the sub-contracted obligations is approved in writing in advance by TfL (such consent not to be unreasonably withheld or delayed).

Key Sub-contracts

14.3 The Supplier shall notify TfL of the appointment of each Key Sub-contractor and other material Sub-contractors involved in the provision of the Services (which are not Key Sub-contractors) as soon as reasonably practicable following their appointment. The Key Sub-contractors and other material Sub-contractors involved in the provision of the Services (which are not Key Sub-contractors) identified by the Supplier as at the Effective Date are set out in Schedule 3.3 (*Sub-contracting*).

Terms of Key Sub-contracts

14.4 The Supplier shall ensure that each Key Sub-contract shall include:

- (a) where it is a contract with a Key Sub-contractor, a provision prohibiting such Key Sub-contractor from further sub-contracting its obligations in relation to the provision of the Services without the Supplier's prior written approval;
- (b) a provision requiring the Key Sub-contractor to comply with requirements consistent with Clause 20 (*Privacy and Data Protection*);
- (c) a provision requiring the Key Sub-contractor to comply with restrictions on corrupt gifts and payments consistent with the restrictions in Clause 35 (*Prevention of Fraud and Bribery*); and

- (d) a provision requiring the Key Sub-contractor to notify TfL promptly in writing of any material non-payment or material late payment of any sums due to the Key Sub-contractor from the Supplier under the Key Sub-contract (and in any event within ten (10) Working Days from the due date for payment).

Supply chain protection

- 14.5 The Supplier shall ensure that all Sub-contracts contain:
- (a) terms and conditions which enable the Supplier to comply with the terms of this Agreement;
 - (b) a provision requiring the Supplier to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice; and
 - (c) a right for TfL to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.
- 14.6 The Supplier shall pay any undisputed sums which are due from it to a Sub-contractor within thirty (30) days from the receipt of a valid invoice.

Retention of Legal Obligations

- 14.7 Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 14 (*Supply Chain Rights and Protections*), the Supplier shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own.

SECTION F - INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1 Subject to Clause 15.4, (*Intellectual Property Rights*), nothing in this Agreement shall operate to assign any Intellectual Property Rights.
- 15.2 The Supplier grants TfL and each Service Recipient a non-exclusive, royalty free licence during the Term to use the Service Materials for the purpose of using the Services and otherwise exercising the rights of TfL under this Agreement.
- 15.3 The Supplier grants TfL and each Service Recipient a non-exclusive, royalty free, irrevocable licence to use the Service Deliverables for any purpose during and after the Term.
- 15.4 If it is proposed that the Supplier shall carry out any Software development or other technology work under a Variation then the Parties shall agree appropriate provisions in relation to the ownership and licensing of the associated Intellectual Property Rights in the applicable Variation.

16. IPR INDEMNITY

- 16.1 The Supplier shall at all times, during and after the Term, indemnify TfL and each other Indemnified Person, and keep TfL and each other Indemnified Person indemnified, against all Losses incurred by, awarded against or agreed to be paid by an Indemnified Person arising from any Supplier IPR Claim against that Indemnified Person.
- 16.2 If a Supplier IPR Claim is made, or the Supplier reasonably anticipates that a Supplier IPR Claim might be made, the Supplier shall immediately notify TfL providing full details of the same and may, at its own expense and sole option, either:
- (a) procure for TfL or other relevant Indemnified Person the right to continue using the relevant item which is subject to the Supplier IPR Claim; or
 - (b) replace or modify the relevant item with non-infringing substitutes provided that:
 - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - (ii) the replaced or modified item does not have an adverse effect on any other Services;

- (iii) there is no additional cost to TfL or the relevant Indemnified Person (as the case may be); and
 - (iv) the terms and conditions of this Agreement shall apply to the replaced or modified Services.
- 16.3 If the Supplier elects to procure a licence in accordance with Clause 16.2(a) (*IPR Indemnity*) or to modify or replace an item pursuant to Clause 16.2(b) (*IPR Indemnity*), but this has not avoided or resolved the Supplier IPR Claim, then:
- (a) TfL may terminate this Agreement (if subsisting) with immediate effect by written notice to the Supplier; and
- without prejudice to the indemnity set out in Clause 16.1 (*IPR Indemnity*), the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

17. TFL DATA AND SECURITY REQUIREMENTS

- 17.1 The Supplier acknowledges that TfL is the sole owner of all rights in the TfL Data (save in respect of Personal Data belonging to a Data Subject in respect of which TfL or a member of the TfL Group is a Data Controller or Data Processor).
- 17.2 The Supplier shall not delete or remove any proprietary notices contained within or relating to the TfL Data.
- 17.3 The Supplier shall not store, copy, disclose, or use TfL Data except as necessary for the performance by the Supplier of its obligations under this Agreement, to comply with Applicable Law or as otherwise expressly authorised in writing by TfL.
- 17.4 To the extent that TfL Data is held and/or processed by the Supplier (save in respect of Personal Data which is Processed by the Supplier as a Data Controller), the Supplier shall supply that TfL Data to TfL as requested by TfL in the format reasonably specified by TfL.
- 17.5 The Supplier shall be responsible for the security of TfL Data and preserve the integrity of the TfL Data and prevent the corruption or loss of TfL Data at all times that the relevant TfL Data is under its control or the control of any Sub-contractor.
- 17.6 The Supplier shall perform secure back-ups of all TfL Data under its control or the control of any Sub-contractor and shall ensure that up-to-date back-ups are stored in no less than two (2) physically separate locations in accordance with Good Industry Practice and the BCDR Plan. The Supplier shall ensure that such back-ups are available to TfL (or to such other person as TfL may direct) at all times upon request.
- 17.7 The Supplier shall ensure that any system on which the Supplier holds any TfL Data, including back-up data, is a secure system that complies with the security requirements set out in Clauses 17.10 to 17.15 (*TfL Data and Security Requirements*).
- 17.8 If TfL Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Supplier shall notify TfL immediately and TfL may, save in respect of Personal Data which is Processed by the Supplier as a Data Controller:
- (a) require the Supplier (at the Supplier's expense) to restore or procure the restoration of relevant TfL Data and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of TfL's notice; and/or
 - (b) itself restore or procure the restoration of relevant TfL Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so.
- 17.9 Without prejudice to TfL's rights and remedies under this Agreement or at Law, if at any time the Supplier suspects or has reason to believe that TfL Data has or may become accessed by any unauthorised third party, in any way for any reason, then the Supplier shall notify TfL immediately and inform TfL of the remedial action the Supplier proposes to take.
- 17.10 The Supplier shall and shall procure that its Key Sub-contractors, have obtained and shall maintain for the duration of the Term certification that the information security management system for all aspects of its and its Key Sub-contractors' operations necessary for delivering the Services is compliant with ISO/IEC 27001 from an accrediting organisation registered with the United Kingdom Accreditation Society.

- 17.11 The Supplier shall promptly, and in any event no later than five (5) Working Days of becoming aware, notify TfL if certain parts of the ISMS are not compliant with:
- (a) Good Industry Practice, or
 - (b) ISO/IEC 27001.
- 17.12 Without prejudice to any other audit rights set out in this Agreement, TfL may conduct, or appoint a third party to conduct, regular security audits as may be required in accordance with Good Industry Practice in order to ensure that the ISMS maintains compliance with the principles and practices of ISO/IEC27001 and the Supplier shall provide such reasonable cooperation as may be required by TfL to conduct such audits.
- 17.13 If pursuant to an audit carried out in accordance with Clause 17.12 (*TfL Data and Security requirements*), TfL, acting reasonably, considers that compliance with the principles and practices of ISO/IEC 27001 is not being achieved by the Supplier, then TfL shall notify the Supplier of the same and the Supplier shall, as soon as reasonably practicable, provide TfL with a written plan to remedy each such non-compliance as soon as possible, provided that any such remediation shall be implemented in accordance with this Agreement.
- 17.14 Notwithstanding TfL's audit rights under Clause 17.12 and 17.13 (*TfL Data and Security Requirements*), the Supplier shall promptly and in any event no later than one (1) Working Day, notify TfL if;
- (a) the Supplier receives one (1) or more major non-compliance during a single audit cycle by an accredited body; or
 - (b) the ISO/IEC 27001 certification expires and a renewed certificate is not obtained; or
 - (c) the ISO/IEC 27001 certification is suspended for any reason.
- 17.15 In the event of any of the circumstances set out in Clause 17.14 (*TfL Data and Security Requirements*) occurring, the Supplier shall provide TfL:
- (a) information about the steps being taken to contain the problem;
 - (b) a confirmation that the problem has been contained as soon as it is contained; and
 - (c) deliver a Corrective Action Plan in accordance with Clause 25 (*Corrective Action Plan*) provided that TfL shall not be required to deliver a Corrective Action Notice to the Supplier under Clause 25.1 (*Corrective Action Plan*).
18. **CONFIDENTIALITY**
- 18.1 For the purposes of this Clause 18 (*Confidentiality*), the term "**Disclosing Party**" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "**Recipient**" shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 18.2 Except to the extent set out in this Clause 18 (*Confidentiality*) or where disclosure is expressly permitted elsewhere in this Agreement, the Recipient shall:
- (a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);
 - (b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Agreement or without obtaining the owner's prior written consent;
 - (c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Agreement; and
 - (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

- 18.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 19 (*Freedom of Information and Transparency*) shall apply to disclosures required under the FOI Legislation;
 - (b) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against TfL arising out of or in connection with this Agreement; or
 - (ii) the examination and certification of TfL's accounts (provided that the disclosure is made on a confidential basis);
 - (c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office;
 - (d) the Recipient is required to disclose the Confidential Information to the Secretary of State or the government department responsible for public transport in London for the time being the Office of Rail and Road, or any person or body who has statutory responsibilities in relation to transport in London including their employees, agents and sub-contractors; and
 - (e) TfL is the Recipient and such disclosure is made to a Replacement Supplier or potential Replacement Supplier in accordance with Schedule 7 (*Exit Management*) provided that Commercially Sensitive Information is not disclosed.
- 18.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 18.5 The Supplier may disclose the Confidential Information of TfL on a confidential basis only to:
- (a) Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Agreement;
 - (b) its auditors; and
 - (c) its professional advisers for the purposes of obtaining advice in relation to this Agreement,
- and if the Supplier discloses Confidential Information of TfL pursuant to this Clause 18.5 (*Confidentiality*), it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.
- 18.6 TfL may disclose the Confidential Information of the Supplier on a confidential basis to:
- (a) a professional adviser, consultant, supplier or other person engaged by any of such entities for any purpose relating to or connected with this Agreement; or
 - (b) a proposed successor in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement,
- and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on TfL under this Clause 18 (*Confidentiality*).
- 18.7 Nothing in this Agreement shall prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.
- TfL Obligation of Confidentiality**
- 18.8 Notwithstanding Clause 19 (*Freedom of Information and Transparency*), TfL shall have the same obligations as those imposed on the Supplier under this Clause 18 (*Confidentiality*) in

respect of the Commercially Sensitive Information set out in Schedule 3.2 (*Commercially Sensitive Information*), except that TfL may:

- (a) disclose the Commercially Sensitive Information where TfL considers that it is obliged to do so by Law, including as may be required to be published in accordance with Laws relating to public procurements;
- (b) use the Commercially Sensitive Information to the extent necessary to obtain the benefit of the Supplier's performance under this Agreement; and
- (c) disclose the Commercially Sensitive Information to any member of the TfL Group (and in such circumstances TfL shall remain responsible at all times for compliance with the confidentiality agreements set out in this Clause 18.8 (*TfL Obligation of Confidentiality*) by the members of the TfL Group to whom such disclosure has been made) or any GLA Entity pursuant to Clause 39.3 (*GLA Entities*).

19. FREEDOM OF INFORMATION AND TRANSPARENCY

19.1 The Supplier acknowledges that TfL:

- (a) is subject to the FOI Legislation and agrees to assist and co-operate with TfL to enable TfL to comply with its obligations under the FOI Legislation; and
- (b) may be obliged under the FOI Legislation to disclose information without consulting or obtaining consent from the Supplier which may include the disclosure of Commercially Sensitive Information pursuant to Clause 18 (*Confidentiality*).

19.2 Without prejudice to the generality of Clause 18 (*Confidentiality*), the Supplier shall and shall procure that its Sub-contractors (if any) shall:

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

19.3 TfL shall use reasonable endeavours to consult with the Supplier prior to disclosing any Commercially Sensitive Information of the Supplier in response to a disclosure request under the FOI Legislation.

Transparency

19.4 The Supplier acknowledges that TfL is subject to the Transparency Commitment. Accordingly, notwithstanding the Supplier's confidentiality obligations set out in Clause 18 (*Confidentiality*), the Supplier hereby gives its consent for TfL to publish the Contract Information to the general public.

19.5 TfL may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion TfL may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. TfL may in its absolute discretion consult with the Supplier regarding any redactions to the Contract Information to be published pursuant to Clause 19.4 (*Transparency*). TfL shall make the final decision regarding publication and/or redaction of this Agreement.

20. PRIVACY AND DATA PROTECTION

The Supplier shall comply with the requirements of Schedule 9 (*Privacy*).

21. PUBLICITY AND BRANDING

Publicity

21.1 Subject to Clause 21.3 (*Publicity*), and whether or not any restriction contained in Clause 18 (*Confidentiality*) is disapplied pursuant to Clause 21.2 (*Publicity*), the Supplier shall

not, and shall procure that Supplier Personnel and Sub-contractors do not, make any announcement (including, without limitation, any communication to the public, to any clients or suppliers of either Party or to all or any of the employees of either Party (save to the extent necessary in order for Supplier to meet its obligations under this Agreement) or to representatives of the press, television, radio or other media) concerning the existence, provisions or subject matter of this Agreement or containing any information about TfL (including, without limitation Confidential Information) without the prior written approval of TfL.

- 21.2 TfL shall have the absolute discretion in deciding whether to give its consent as referred to in this Clause 21 (*Publicity and Branding*).
- 21.3 Clause 21.1 (*Publicity*) shall not apply if and to the extent that such announcement is required by Law or by any securities exchange or regulatory or governmental body having jurisdiction over either Party (including but, not limited to, the Financial Conduct Authority, the London Stock Exchange, The Panel on Takeovers and Mergers and the Serious Fraud Office) and whether or not the requirement has the force of law and provided that (unless prohibited by Law) any such announcement shall be made only after consultation with the other Party.
- 21.4 The obligations and restrictions contained in this Clause 21 (*Publicity and Branding*) shall survive termination of this Agreement and continue without limit of time.

Branding

- 21.5 No Intellectual Property Rights in the trademarks or brands of TfL or any member of the TfL Group shall be used by the Supplier without TfL's prior written consent.

Endorsement

- 21.6 Each Party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

SECTION G - LIABILITY, INDEMNITIES AND INSURANCE

22. LIMITATIONS ON LIABILITY

Unlimited liability

- 22.1 Neither Party limits its liability for:
- (a) death or personal injury caused by its negligence, or that of its employees (or in the case of the Supplier, Supplier Personnel);
 - (b) fraud or fraudulent misrepresentation by it or its employees (or in the case of Supplier, Supplier Personnel);
 - (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) any liability to the extent it cannot be limited or excluded by Law.
- 22.2 The Supplier's liability in respect of:
- (a) the indemnities in:
 - (i) Clause 9.5 (*VAT*);
 - (ii) Clause 13.7 (*Employment Indemnity*);
 - (iii) Clause 13.8 (*Income Tax and National Insurance Contributions*); and
 - (iv) Clause 16 (*IPR Indemnity*);
 - (b) breach by the Supplier of Clause 19 (*Freedom of Information and Transparency*);
 - (c) breach by the Supplier of Clause 18 (*Confidentiality*); and
 - (d) its abandonment or intentional breach of this Agreement,
- shall be unlimited.

Financial and other limits

- 22.3 Subject to Clauses 22.1 and 22.2 (*Unlimited Liability*) the Supplier's liability:

- (a) in respect of loss of or damage to TfL Sites or other property or assets of TfL (including technical infrastructure, assets or equipment but excluding any loss or damage TfL Data) that is caused by Defaults of the Supplier occurring shall in no event exceed ten million pounds sterling (£10,000,000) per incident;
- (b) in aggregate in respect of any breach of under Clause 20 (*Privacy and Data Protection*) shall be limited to ten million pounds (£10,000,000);
- (c) in aggregate in respect of all other Losses incurred by TfL under or in connection with this Agreement as a result of Defaults by the Supplier in each Contract Year shall not exceed the greater of:
 - (i) two million eight hundred and fifty thousand pounds sterling (£2,850,000); or
 - (ii) an amount equal to one hundred and fifty per cent (150%) of the Charges paid and/or due to be paid to the Supplier under this Agreement in the prior Contract Year.

22.4 Subject to Clauses 22.1 and 22.2 (*Unlimited Liability*) TfL's aggregate liability in respect of all Losses incurred by the Supplier under or in connection with this Agreement as a result of Defaults of TfL occurring in each Contract Year shall not exceed the greater of:

- (a) two million eight hundred and fifty thousand pounds sterling (£2,850,000); or
- (b) an amount equal to the Charges paid and/or due to be paid under this Agreement in the prior Contract Year.

Consequential Losses

22.5 Subject to Clauses 22.1 and 22.2 (*Unlimited Liability*) and Clause 22.6 (*Consequential Losses*), neither Party shall be liable to the other Party for:

- (a) any indirect, special or consequential loss;
- (b) any loss of profits or revenue; or
- (c) damage to goodwill.

22.6 Subject to Clauses 22.1 and 22.2 (*Unlimited Liability*) and Clause 22.6 (*Consequential Losses*), the Supplier's liability pursuant to Clause 20 (*Privacy and Data Protection*) in relation to the costs of restoring data shall be limited to the costs of restoration to the most recent complete back-up available to TfL.

22.7 The provisions of Clause 22.5 (*Consequential Losses*) shall not restrict TfL's ability to recover any of the following Losses incurred by TfL to the extent that they arise as a result of a Default by the Supplier:

- (a) any additional operational and/or administrative costs and expenses incurred by TfL, including costs relating to time spent by or on behalf of TfL in dealing with the consequences of the Default;
- (b) any wasted expenditure or Charges;
- (c) the additional cost of procuring Replacement Services for the remainder of the Term and/or replacement deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement deliverables above those which would have been payable under this Agreement in respect of the relevant services or deliverables;
- (d) any compensation or interest paid to a third party by TfL by way of a settlement of a legal liability;
- (e) any fine or penalty incurred by TfL pursuant to Law and any costs incurred by TfL in defending any proceedings which result in such fine or penalty; or
- (f) any additional costs incurred by TfL in relation to TfL's contracts with a Former Supplier as a result of the Default (including the extension or replacement of such contracts).

Limit on indemnity obligations and claims handling procedure

22.8 A party ("**Indemnifying Party**") shall not be responsible, and shall not indemnify the other party ("**Indemnified Party**"), for any Losses to the extent such Losses are caused by any breach or negligent performance by the Indemnified Party or any member of the Indemnified Party's

Group (including by their respective employees, agents or sub-contractors) of any the Indemnified Party's obligations under this Agreement.

22.9 In respect of:

- (a) any indemnity under this Agreement which relates to a third party claim or investigation, Tfl shall (save where it is not lawful to do so) provide the Supplier with prompt written notice of the claim or investigation;
- (b) the indemnities under Clauses 13.7 (*Employment Liability*) and 16.1 (*IPR Indemnity*), Tfl shall (subject to Clause 22.10):
 - (i) allow the Supplier to take over the conduct of the third party claim and Tfl will not admit liability in relation to such claim provided that Tfl shall have the right to participate and be represented in any proceedings; and
 - (ii) provide the Supplier (at the Supplier's cost) with such assistance in relation to the conduct of the third party claim as Supplier reasonably requests.

22.10 Tfl's agreement to provide the Supplier with conduct of a third party claim pursuant to Clause 22.9(b)(i) is conditional on the Supplier promptly confirming in writing to Tfl that it will take control of the claim and, at all times thereafter, diligently managing the claim in a manner which does not prejudice Tfl's interests. Tfl reserves the right to assume conduct of any third party claim if, in its reasonable opinion, the Supplier is not conducting it in accordance with this Clause provided that, where necessary in Supplier's reasonable opinion, Supplier shall have the right to participate and be represented in any proceedings.

22.11 Notwithstanding any other provision of this Agreement, both parties will use reasonable endeavours to mitigate the effect of any Default by either party and/or any matter subject to any indemnity under this Agreement. The parties will collaboratively work together to agree and implement such mitigation measures.

23. **INSURANCE**

The Supplier shall comply with the provisions of Schedule 10 (*Insurance*) in relation to obtaining and maintaining Insurance.

SECTION H - REMEDIES AND RELIEF

24. **DUTY TO WARN**

If the Supplier has reasonable grounds to believe that any development of which the Supplier becomes aware (including a failure on the part of the Supplier to carry out its obligations and responsibilities under this Agreement) will have, or threatens to have, a material impact on its ability to carry out the Services or perform its obligations under this Agreement, or Tfl's ability to receive or use the Services, effectively or in compliance with Applicable Law, the Supplier shall without delay notify Tfl and shall ensure that it provides such information to Tfl in advance of any discussions with any third party in relation to the relevant circumstances or risks.

25. **CORRECTIVE ACTION PLAN**

25.1 If Tfl determines that:

- (a) a material Default by the Supplier; or
- (b) a Material Service Level Failure,

has occurred or is reasonably likely to occur, the Tfl Representative may issue a notice to the Supplier stating the reason or reasons why Tfl believes that the Supplier is not complying, or is not reasonably likely to comply, with its obligations under this Agreement (a "**Corrective Action Notice**").

25.2 Following receipt of a Corrective Action Notice the Supplier shall respond to the Tfl Representative with a plan within five (5) Working Days (or such other period as is agreed in writing between the Parties, acting reasonably):

- (a) stating the action(s) which the Supplier proposes to take in order to correct or avoid the non-compliance described in the Correction Action Notice and the timescale for completing the action(s); or

- (b) providing an alternative proposal for achieving the objective(s) set out in the Corrective Action Notice together with a timescale and reasoned explanation,

(a "**Corrective Action Plan**").

- 25.3 The Supplier shall promptly provide to TfL any further documentation that TfL reasonably requires to assess the Supplier's Corrective Action Plan.
- 25.4 TfL shall consider the Corrective Action Plan and may, at its sole discretion and without prejudice to any other rights or remedies of TfL under this Agreement or at Law, instruct the Supplier to implement the Corrective Action Plan (subject to any amendments to the plan as are agreed by TfL and the Supplier). If TfL instructs the Supplier to implement the Corrective Action Plan, then, unless otherwise specified in Schedule 2B (*Service Levels*), TfL shall not have any right of termination in respect of the Default to which it relates (unless the Supplier fails to comply with the Corrective Action Plan in which case Clause 28.1 (*Termination by TfL*) shall apply).
- 25.5 The status of all Corrective Action Notices shall be reviewed at the Commercial Review Meetings held in accordance with Schedule 6.1 (*Governance*).

26. RELIEF EVENTS

- 26.1 Subject to Clause 26.2 (*Relief Events*), the Supplier shall not be liable for any Default to the extent that it is caused by TfL's failure to meet its obligations under this Agreement ("**Relief Event**").
- 26.2 The Supplier shall only be entitled to relief under Clause 26.1 (*Relief Events*) if, in relation to the Default, it has:
 - (a) provided TfL with written notice of the Relief Event (and any relief may only apply from the date of such notice); and
 - (b) has used all reasonable endeavours to mitigate the impact of the Relief Event.

27. FORCE MAJEURE

- 27.1 Subject to the remaining provisions of this Clause 27 (*Force Majeure*), a Party may claim relief under this Clause 27 (*Force Majeure*) from liability for failure to meet its obligations under this Agreement for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Agreement which results from a failure or delay by an agent, Sub-contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- 27.2 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 27 (*Force Majeure*) to the extent that consequences of the relevant Force Majeure Event should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Agreement are capable of being mitigated by any of the Services but the Supplier has failed to do so.
- 27.3 Subject to Clause 27.4 (*Force Majeure*), as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken to enable continued provision of the Services affected by the Force Majeure Event and appropriate terms to mitigate the effect of the Force Majeure Event and facilitate the continued performance of this Agreement.
- 27.4 A Party whose performance of its obligations under this Agreement is delayed or prevented by a Force Majeure Event:
 - (a) shall forthwith notify the other Party of the details of the Force Majeure Event (including its nature, extent and likely duration), its effect on the obligations of the affected Party and any action the Affected Party proposes to take to mitigate its effect;
 - (b) shall use all reasonable endeavours in accordance with Good Industry Practice to minimise the effect of the Force Majeure Event on its performance of its obligations under this Agreement including:

- (i) compliance with the BCDR Plan (in the case of the Supplier);
 - (ii) the making of any alternative arrangements for resuming the performance of its obligations which may be practicable without incurring material additional expense; and
 - (iii) discussing with TfL other options for resuming the performance of its obligations, which may involve incurring material additional expense; and
- (c) shall forthwith after the cessation of the Force Majeure Event, notify the other Party thereof and resume full performance of its obligations under this Agreement.
- 27.5 If, as a result of a Force Majeure Event:
- (a) an Affected Party fails to perform its obligations in accordance with this Agreement, then during the continuance of the Force Majeure Event:
 - (i) the other Party shall not be entitled to exercise any rights to terminate this Agreement as a result of such failure other than pursuant to Clause 28.1 (*Termination by TfL*) or Clause 28.3 (*Termination by the Supplier*); and
 - (ii) neither Party shall be liable for any Default arising as a result of such failure; and
 - (b) the Supplier fails to perform its obligations in accordance with this Agreement, the Supplier shall be entitled to receive payment of the Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Agreement during the occurrence of the Force Majeure Event.
- 27.6 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Agreement.
- 27.7 Relief from liability for the Affected Party under this Clause 27 (*Force Majeure*) shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Agreement and shall not be dependent on the serving of notice under Clause 27.6 (*Force Majeure*).

SECTION I - TERMINATION AND EXIT MANAGEMENT

28. TERMINATION RIGHTS

Termination by TfL

- 28.1 TfL may (without prejudice to its other rights and remedies) terminate this Agreement (in whole or in part) in accordance with Clause 28.2 (*Termination by TfL*) if any of the following events occur:
- (a) the Supplier commits one or more material Default(s) (including a failure to comply with a Corrective Action Plan) which is: (i) capable of being remedied and the Supplier has failed to remedy the Default within thirty (30) days, or (ii) irremediable;
 - (b) a Critical Service Level Failure occurs;
 - (c) a right of termination is expressly reserved in this Agreement, including pursuant to:
 - (i) Clause 16 (*IPR Indemnity*);
 - (ii) Clause 30.8 (*Conflict of Interest*);
 - (iii) Clause 32.3 (*Assignment and Novation*); or
 - (iv) Clause 35.7 (*Prevention of Fraud and Bribery*);
 - (d) the representations and warranty given by the Supplier in Clauses 3.2(a), 3.2(b), 3.2(d), 3.2(g), 3.2(h), 3.2(k) and 3.2(l) (*Warranties*) are materially untrue or misleading;
 - (e) the Supplier commits a material Default under any of the following Clauses:
 - (i) Clause 18 (*Confidentiality*);

- (ii) Clause 19 (*Freedom of Information and Transparency*);
- (iii) Clause 20 (*Privacy and Data Protection*); or
- (iv) Clause 23 (*Insurance*);

and such breach is not remedied within thirty (30) days of the breach occurring;

- (f) an Insolvency Event occurring in respect of the Supplier;
 - (g) a Change of Control of the Supplier (excluding any internal reorganisations of the Supplier's Group), provided that if the Supplier notifies TfL pursuant to this Clause 28.1(g) (*Termination by TfL*) on or within five (5) Working Days after the date such Change of Control occurs, TfL may not serve a notice of termination pursuant to this Clause 28.1(g) (*Termination by TfL*) more than sixty (60) days after the date it received such notice;
 - (h) the Supplier sells, leases, transfers or otherwise disposes of all or a material part of its assets, property or business whether in a single or a number of transactions (other than in the ordinary course of trading), provided that if the Supplier notifies TfL pursuant to this Clause 28.1(h) (*Termination by TfL*) on or within five (5) Working Days after the date such event occurs, TfL may not serve a notice of termination pursuant to this Clause 28.1(h) (*Termination by TfL*) more than sixty (60) days after the date it received such notice; or
 - (i) a Force Majeure Event which causes a failure which would otherwise constitute a material Default endures for a continuous period of more than ninety (90) days.
- 28.2 TfL may terminate this Agreement pursuant to Clause 28.1 (*Termination by TfL*) by issuing a Termination Notice to the Supplier and this Agreement shall terminate on the date specified in the Termination Notice.

Termination by the Supplier

- 28.3 If TfL fails to pay an undisputed sum due to the Supplier under this Agreement which amounts to five hundred thousand pounds (£500,000) or more, then:
- (a) the Supplier may give TfL written notice of the non-payment and a further written notice if the sum due has not been paid within fifteen (15) days of the initial notice; and
 - (b) the Supplier may, by issuing a Termination Notice to TfL, terminate this Agreement if such amount remains outstanding thirty (30) days after the second notice of non-payment from the Supplier pursuant to Clause 28.3(a)(a). Following TfL's receipt of such Termination Notice this Agreement shall then terminate on the date specified in the Termination Notice (which shall not be less than thirty (30) days from the date of the issue of the Termination Notice).

29. CONSEQUENCES OF EXPIRY OR TERMINATION

General Provisions on Expiry or Termination

- 29.1 The provisions of Clauses 9.4 and 9.5 (*VAT*), 9.6 and 9.7 (*Set-off and Withholding*), 11 (*Records*), 13.7 (*Employment Indemnity*), 13.8 (*Income Tax and National Insurance Contributions*), 15 (*Intellectual Property Rights*), 16 (*IPR Indemnity*), 18 (*Confidentiality*), 19 (*Freedom of Information and Transparency*), 20 (*Privacy and Data Protection*), 22 (*Limitations on Liability*), 29 (*Consequences of Expiry or Termination*), 36 (*Severance*), 38 (*Entire Agreement*), 39 (*Third Party Rights*), 44 (*Disputes*) and 45 (*Governing Law and Jurisdiction*), and the provisions of Schedules 1 (*Definitions*), Schedule 5.1 (*Charges and Invoicing*), Schedule 6.3 (*Dispute Resolution Procedure*), and Schedule 7 (*Exit Management*) shall survive the termination or expiry of this Agreement.

Exit Management

- 29.2 Each Party shall comply with its obligations in Schedule 7 (*Exit Management*) and any current Exit Plan.

SECTION J - MISCELLANEOUS AND GOVERNING LAW**30. COMPLIANCE****Health and Safety**

- 30.1 The Supplier shall at all times comply with:
- (a) all applicable Health and Safety Legislation; and
 - (b) all decisions, requirements, regulations, orders, instructions, directions or rules relating to health and safety applicable to the provision of the Services.
- 30.2 The Supplier shall be responsible for the observance by Supplier Personnel of all current and relevant health and safety precautions necessary for the protection of itself, its staff, Sub-contractors and other persons invited onto or visiting TfL Sites or Third Party Sites including all precautions required to be taken by or under any Health and Safety Legislation.
- 30.3 The Supplier undertakes to carry out formal risk assessments from time to time of all aspects of the Services in accordance with the requirements of all applicable Health and Safety Legislation and to carry out all testing, examination and other work necessary to minimise and, so far as reasonably practicable, eliminate all risk to health or safety resulting from the performance of the Services or the use of any equipment or materials or other things in connection with the Services.
- 30.4 The Supplier shall strictly comply with, and shall procure that the Supplier Personnel strictly comply with, such induction training procedures, safety training procedures and site procedures as are required by Health and Safety Legislation and as TfL may require from time to time.
- 30.5 In the event that a health or safety risk has arisen or is likely to arise in any part of the Sites in each case as a result of the provision of the Services, the Supplier shall notify TfL promptly in writing and shall provide TfL with adequate information relating to such risk including any steps and safeguards which the Supplier proposes to take and observe in order to ensure that the Services are performed safely. The Supplier shall promptly take such steps and adopt such safeguards.

Equality and Diversity

- 30.6 The Supplier:
- (a) shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities; and
 - (b) acknowledges that TfL is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (as the case may be) and to promote equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it. In providing the Services, the Supplier shall assist and co-operate with TfL where possible in satisfying this duty.

Conflict of Interest

- 30.7 The Supplier warrants that it does not and shall not have at the Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the TfL Group, save to the extent fully disclosed to and approved by TfL.
- 30.8 The Supplier shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six (6) months and shall notify TfL in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the TfL Group and shall work with TfL to do whatever is necessary (including the separation of Supplier Personnel working on, and data relating to, the Services from the matter in question) to manage such conflict to TfL's satisfaction, provided that, where TfL is not so satisfied, it may terminate this Agreement in accordance with Clause 28.1 (*Termination by TfL*).

31. LONDON LIVING WAGE

- 31.1 The Supplier acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed TfL to ensure that the London Living Wage

be paid to anyone engaged by TfL who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on TfL's estate in the circumstances set out in Clause 31.3 (*London Living Wage*).

31.2 Without prejudice to any other provision of this Agreement, the Supplier shall:

- (a) ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services:
 - (i) for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and
 - (ii) on TfL's estate including (without limitation) premises and land owned or occupied by TfL,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

- (b) ensure that none of:
 - (i) its employees; nor
 - (ii) the employees of its Sub-contractors,
 engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;
- (c) provide to TfL such information concerning the London Living Wage as TfL or its nominees may reasonably require from time to time, including (without limitation):
 - (i) all information necessary for TfL to confirm that the Supplier is complying with its obligations under this Clause 31 (*London Living Wage*); and
 - (ii) reasonable evidence that this Clause 31 (*London Living Wage*) has been implemented;

- (d) disseminate on behalf of TfL to:
 - (i) its employees; and
 - (ii) the employees of its Sub-contractors,
 engaged in the provision of the Services such perception questionnaires as TfL may reasonably require from time to time and promptly collate and return to the Greater London Authority responses to such questionnaires; and
- (e) cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):
 - (i) allowing the CCSL to contact and meet with the Supplier's employees and any trade unions representing the Supplier's employees;
 - (ii) procuring that the Supplier's Sub-contractors allow the CCSL to contact and meet with the Sub-contractors' employees and any trade unions representing the Sub-contractors' employees,

in order to establish that the obligations in Clause 31.3(a) (*London Living Wage*) have been complied with.

31.3 For the avoidance of doubt the Supplier shall:

- (a) implement the annual increase in the rate of the London Living Wage; and
- (b) procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

31.4 TfL reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Supplier's staff and the staff of its Sub-contractors.

31.5 Without limiting TfL's rights under any other termination provision in this Agreement, the Supplier shall remedy any breach of the provisions of this Clause 31 (*London Living Wage*) within four (4) weeks' notice of the same from TfL (the "**Notice Period**"). If the Supplier remains

in breach of the provisions of this Clause 31 (*London Living Wage*) following the Notice Period, TfL may by written notice to the Supplier immediately terminate this Contract.

32. ASSIGNMENT AND NOVATION

32.1 The rights and obligations of the Supplier under this Agreement are personal to the Supplier and, unless TfL has provided the Supplier with prior written consent to do so, such rights and obligations shall not, subject to Clause 32.3, be assigned (whether absolutely or by way of security and whether in whole or in part), transferred, mortgaged, charged, declared in trust for a third party, or otherwise disposed of in any manner whatsoever and any such purported dealing in contravention of this Clause 32.1 (*Assignment and Novation*) shall be ineffective.

32.2 TfL may assign (whether absolutely or by way of security and whether in whole or in part), novate, sub-contract, delegate, transfer, mortgage, charge or otherwise dispose in any manner whatsoever of its rights and obligations under this Agreement (to one (1) or more persons nominated by TfL) as it may see fit to:

- (a) a member of the TfL Group;
- (b) a successor body to TfL;
- (c) another public body which is given the same, similar, some or all of TfL's statutory obligations; or
- (d) in relation to an assignment of TfL rights only, a third party (which is not a direct competitor of the Supplier in connection with the provision of the Services) engaged by TfL to manage the procurement of the Services and other deliverables to be provided under this Agreement,

provided that:

- (i) TfL shall provide the Supplier with prompt written notice of the same; and
- (ii) Within ten (10) Working Days of a written request from TfL, the Supplier shall, at the Supplier's own expense, execute such agreement as TfL may reasonably require to give effect to the exercise of any of TfL's rights under this Clause 32.2 (*Assignment and Novation*).

32.3 The Supplier may assign (whether in whole or in part) its rights under this Agreement to a member of the Supplier Group provided that the Supplier shall provide TfL with prompt written notice of such assignment.

32.4 In the event of breach of Clause 32.1 (*Assignment and Novation*) by the Supplier, TfL shall be entitled to terminate this Agreement on five (5) Working Days' notice unless the Supplier has within five (5) Working Days of such notice:

- (a) demonstrated to TfL's reasonable satisfaction that such breach was inadvertent; and
- (b) rectified such breach within five (5) Working Days.

33. WAIVER AND CUMULATIVE REMEDIES

33.1 The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

33.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

34. RELATIONSHIP OF THE PARTIES

Except as expressly provided otherwise in this Agreement, nothing in this Agreement, nor any actions taken by the Parties pursuant to this Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

35. PREVENTION OF FRAUD AND BRIBERY AND COMPLIANCE WITH LAWS

- 35.1 With respect to any of the matters which are the subject of this Agreement or in connection with this Agreement and any matters resulting from it, the Supplier undertakes that it and its group undertakings and any person acting on its or their behalf, including directors, officers, employees and agents (together, "**Representatives**"), either in private business dealings or in dealings with the public or government sector, directly or indirectly:
- (a) have not given, made, offered, or received (or agreed to give, make, offer or receive); and
 - (b) will not give, make, offer or receive (nor agree to give, make, offer or receive), any payment, gift or other advantage which: (i) would violate any Applicable Laws; (ii) was intended to, or did, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept; (iii) was made to or for a Public Official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business; or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper, (a "**Corrupt Act**").
- 35.2 With respect to any of the matters which are the subject of this Agreement or in connection with this Agreement and any matters resulting from it, the Supplier undertakes that it and its Representatives shall not:
- (a) request any action, inaction or services that would violate Applicable Laws; or
 - (b) receive, agree or attempt to receive the benefits of or profits from a crime or any Corrupt Act or agree to assist any person to retain the benefits of or profits from a crime or any Corrupt Act.
- 35.3 The Supplier represents that, save as disclosed to TfL, neither it nor any of its Representatives: has been investigated (or is being investigated or is subject to a pending or threatened investigation) or is involved in an investigation (as a witness or suspect) in relation to any Corrupt Act by any law enforcement, regulatory or other governmental agency or any customer or supplier; or has admitted to; or been found by a court in any jurisdiction to have engaged in, any Corrupt Act, or been debarred from bidding for any contract or business; or are Public Officials or persons who might otherwise reasonably be considered likely to assert a corrupt or illegal influence on behalf of TfL. The Supplier agrees that if, at any time, it becomes aware that any of the representations set out at in this Clause 35.3 is no longer correct, it shall notify TfL of this immediately in writing.
- 35.4 TfL or its nominee shall be entitled to have access to, inspect and audit all Invoices and accompanying documents issued by, and the financial books and records of, the Supplier in order to verify compliance with Clauses 35.1 to 35.7 (*Prevention of Fraud and Bribery*). The Supplier undertakes that it shall co-operate fully and promptly with any such audit or inspection conducted by or on behalf of TfL pursuant to this Clause 35.4.
- 35.5 The Supplier undertakes that it and its Representatives shall report to TfL, where permitted by Law, any suspected violations of Corruption Law in connection with any matters to which this Agreement relates (which for the avoidance of doubt includes acts or omissions which may affect directly or indirectly TfL or any member of the TfL Group). The Supplier consents to TfL making any disclosures of this information as may reasonably be required, provided that, to the extent it is legally permitted to do so, where TfL intends to so disclose gives the Supplier reasonable notice of this disclosure and, where notice of disclosure is not prohibited and is given in accordance with this Clause 35 it takes into account the reasonable request of the Supplier in relation to the content of such disclosure.
- 35.6 The Supplier undertakes to fully and effectively indemnify, keep indemnified and hold harmless each member of the TfL Group from and against all Losses (including all Losses, suffered or incurred in investigating, settling or disputing any action (actual or potential) and/or seeking advice as to any such action (actual or potential)) which any of them may suffer or incur or which may be brought against any of them in any jurisdiction arising, directly or indirectly, out of, in respect of, or in connection with any alleged or actual violations of any Law by a member of the Supplier Group or any Sub-contractor.

- 35.7 Without prejudice to any other express remedies referred to elsewhere in this Agreement or any remedies available at Law or in equity, in the event of a breach by the Supplier of any of the undertakings contained in Clauses 35.1 to 35.7 (*Prevention of Fraud and Bribery*), TfL may terminate this Agreement:
- (a) if the Supplier refuses to take any actions reasonably requested by TfL (i) to reduce the risk of any further breach of Clauses 35.1 to 35.7 (*Prevention of Fraud and Bribery*) to remedy or address the consequences of the breach that has occurred;
 - (b) if such breach involves a Corrupt Act by the Supplier or its Representatives; or
 - (c) if TfL reasonably concludes that it should terminate this Agreement to ensure that it is in compliance with Corruption Law.

36. SEVERANCE

- 36.1 If any provision of this Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Agreement shall not be affected.
- 36.2 In the event that any deemed deletion under Clause 36.1 (*Severance*) is so fundamental as to prevent the accomplishment of the purpose of this Agreement or materially alters the balance of risks and rewards in this Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Agreement and, to the extent that is reasonably possible, achieves the Parties' original commercial intention.
- 36.3 If the Parties are unable to agree on the revisions to this Agreement within five (5) Working Days of the date of the notice given pursuant to Clause 36.2 (*Severance*) (or such longer period as is agreed between the Parties in writing), the matter shall be dealt with in accordance with Paragraph 4 of Schedule 6.3 (*Dispute Resolution Procedure*) except that if the representatives are unable to resolve the dispute within thirty (30) Working Days of the matter being referred to them, this Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Agreement is terminated pursuant to this Clause 36.3 (*Severance*).

37. FURTHER ASSURANCES

Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning of this Agreement.

38. ENTIRE AGREEMENT

- 38.1 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.
- 38.2 Neither Party has been given, nor entered into this Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Agreement.
- 38.3 Nothing in this Clause 38 (*Entire Agreement*) shall exclude any liability in respect of misrepresentations made fraudulently.
- 38.4 Notwithstanding Clause 38.1 above, for the avoidance of doubt, the Parties confirm that they have entered into a separate and distinct contractual arrangement in relation to the subject matter of this Agreement under a 'Direct award Order Form' entered into between TfL and the Supplier on or around 22 May 2023 with reference no. NS6/04052301 in respect of the provision of network services (known by the parties as the "**Tactical Agreement**") which the Parties acknowledge and agree remains in full force and effect as a separate and distinct contractual arrangement between them.

39. **GLA ENTITIES**

- 39.1 The Supplier agrees to make available to all GLA Entities, throughout the Term, the benefit of the rates set out in Schedule 5.1 (*Charges and Invoicing*).
- 39.2 Upon TfL's written request, the Supplier shall provide a GLA Entity with the benefit of such rates by implementing one (1) of the following (as elected by TfL):
- (a) where the GLA Entity has a contract with Supplier, substituting the rates under its contract with the applicable GLA Entity with the corresponding rates under Schedule 5.1 (*Charges and Invoicing*) on the basis that:
 - (i) such substitution shall not result in a higher charge to the applicable GLA Entity than the charges due under its existing contract;
 - (ii) such substituted charges shall apply (under the existing contract with the applicable GLA Entity as well as any renewal or replacement of such contract) until the end of the Term;
 - (iii) any charge type in a contract with a GLA Entity which does not correspond with a charge type under Schedule 5.1 (*Charges and Invoicing*) shall continue to apply; and
 - (iv) if requested by TfL, the Supplier shall enter a variation agreement with the applicable GLA Entity to ratify the variation required under this Clause 39.2 (*GLA Entities*) (provided that no such variation is required for such variations to be effective); or
 - (b) where the GLA Entity does not have a contract with Supplier, the Supplier shall enter into a services agreement with the GLA Entity on the terms and conditions as set out in Schedule 11 (*Access Agreement*) with such amendments as the Supplier and the relevant GLA Entity agree, acting reasonably.
- 39.3 Where TfL has invoked the option under Clause 39.2(a) or 39.2(b), (*GLA Entities*), the provisions of Schedule 5.1 (*Charges and Invoicing*) shall be applied on the basis that:
- (a) the GLA Entity shall be entitled to the benefit of such rates at the same band which is applicable to TfL under this Agreement from time to time;
 - (b) usage of the Services by the GLA Entity shall be treated as TfL usage for the purpose of applying the volume usage bands;
 - (c) the Supplier shall proactively manage the application of the rates under its contract with the GLA Entity so as to pass on the full benefit of any discounts arising from a change in TfL usage band; and
 - (d) TfL shall be entitled to share information relating to the operation of Schedule 5.1 (*Charging (Charges and Invoicing)*) and Schedule 5.2 (*Value for Money*) with the GLA Entity for the purpose of ensuring that it benefits from such rates. The Supplier shall co-operate with TfL and the GLA Entity in respect of a review, to be carried out upon TfL's request no more than once every six (6) months, of the rates charged to the GLA Entity and carry out a reconciliation of such rates if any discrepancy is identified in the application of these provisions.
- 39.4 If TfL has invoked the option under Clause 39.2(a) or 39.2(b), (*GLA Entities*), TfL shall not be liable (or subject to any remedy) for any charges payable by any GLA Entity or any acts or omissions of any GLA Entity or their users.

40. **THIRD PARTY RIGHTS**

- 40.1 The provisions of Clause 16 (*IPR Indemnity*), (the "**Third Party Provisions**") confer benefits on persons named in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 40.2 Subject to Clause 40.1 (*Third Party Rights*), a person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

- 40.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of TfL, which may, if given, be given on and subject to such terms as TfL may determine.
- 40.4 Any amendments or modifications to this Agreement may be made, and any rights created under Clause 40.1 (*Third Party Rights*) may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

41. **DECLARATION OF INEFFECTIVENESS**

- 41.1 In the event that a court makes a Declaration of Ineffectiveness, TfL shall promptly notify the Supplier. The Parties agree that the provisions of Clause 29 (*Consequences of Expiry or Termination*) and this Clause 41 (*Declaration of Ineffectiveness*) shall apply as from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 29 (*Consequences of Expiry or Termination*) and this Clause 41 or the Cessation Plan, the provisions of this Clause 41 and the Cessation Plan shall prevail.
- 41.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness.
- 41.3 As from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, TfL shall reasonably determine an appropriate cessation plan ("**Cessation Plan**") with the object of achieving:
- (a) an orderly and efficient cessation of the Services or (at TfL's request) a transition of the Services to TfL or such other entity as TfL may specify; and
 - (b) minimal disruption or inconvenience to TfL or to public passenger transport services or facilities,
- in accordance with the provisions of this Clause 41 and to give effect to the terms of the Declaration of Ineffectiveness.
- 41.4 Upon agreement, or determination by TfL, of the Cessation Plan the Parties shall comply with their respective obligations under the Cessation Plan.
- 41.5 TfL shall pay the Supplier's reasonable costs in assisting TfL in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Agreement or as otherwise reasonably determined by TfL. Provided that TfL shall not be liable to the Supplier for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement pursuant to this Clause 41.

42. **PUBLIC PROCUREMENT TERMINATION EVENT**

- 42.1 Without prejudice to TfL's rights of termination implied into this Agreement by Applicable Law, in the event of a Public Procurement Termination Event, TfL shall promptly notify the Supplier and the Parties agree that the provisions of Clause 29 (*Consequences of Expiry or Termination*) and this Clause 42 (*Public Procurement Termination Event*) shall apply as from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between the provisions of Clause 29 (*Consequences of Expiry or Termination*) and this Clause 42 or the Cessation Plan, the provisions of this Clause 42 (*Public Procurement Termination Event*) and the Cessation Plan shall prevail.
- 42.2 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event.
- 42.3 As from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, TfL shall reasonably determine an appropriate Cessation Plan with the object of achieving:

- (a) an orderly and efficient cessation or (at TfL's election) a transition to TfL or such other entity as TfL may specify of: (i) the Services; or (at TfL's election), (ii) the part of the Services which are affected by the Public Procurement Termination Event; and
- (b) minimal disruption or inconvenience to TfL or to public passenger transport services or facilities,

in accordance with the provisions of this Clause 42 (*Public Procurement Termination Event*) and to give effect to the terms of the Public Procurement Termination Event.

- 42.4 Upon agreement, or determination by TfL, of the Cessation Plan the Parties shall comply with their respective obligations under the Cessation Plan.
- 42.5 TfL shall pay the Supplier's reasonable costs in assisting TfL in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Agreement or as otherwise reasonably determined by TfL, provided that TfL shall not be liable to the Supplier for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement pursuant to this Clause 42 (*Public Procurement Termination Event*).

43. NOTICES

- 43.1 Any notices sent under this Agreement shall be in writing.
- 43.2 The following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email	9.00 am on the first Working Day after sending.	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00 am and 5.00 pm on a Working Day. Otherwise, delivery shall occur at 9.00 am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00 am and 5.00 pm on a Working Day. Otherwise, delivery shall occur at 9.00 am on the same Working Day (if delivery before 9.00 am) or on the next Working Day (if after 5.00 pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

- 43.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

	Supplier	TfL
Contact	Supplier Representative with a copy to Head of Legal	TfL Representative with a copy to: General Counsel
Address	[REDACTED]	Transport for London, 5 Endeavour Square, London E20 1JN PCMobileServices@tfl.gov.uk with a copy to: Transport for London, 5 Endeavour Square, London E20 1JN PCMobileServices@tfl.gov.uk Attention: General Counsel
Email	Not Applicable	PCMobileServices@tfl.gov.uk

- 43.4 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in the table in Clause 43.2 (*Notices*):

- (a) Force Majeure Notices;
- (b) notices issued by the Supplier pursuant to Clause 28.3 (*Termination by the Supplier*);
- (c) Termination Notices; and
- (d) Dispute Notices.

- 43.5 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 43.2 (*Notices*) shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Prepaid, Royal Mail Signed For™ 1st Class delivery or other prepaid (as set out in the table in Clause 43.2) (*Notices*) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

- 43.6 This Clause 43 (*Notices*) does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Schedule 6.3 (*Dispute Resolution Procedure*)).

44. DISPUTES

- 44.1 The Parties shall resolve Disputes arising out of or in connection with this Agreement in accordance with the Dispute Resolution Procedure.
- 44.2 The Supplier shall continue to provide the Services in accordance with the terms of this Agreement until a Dispute has been resolved.

45. GOVERNING LAW AND JURISDICTION

- 45.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 45.2 Subject to Clause 44 (*Disputes*) and Schedule 6.3 (*Dispute Resolution Procedure*) (including TfL's right to refer the dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or

non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been duly executed by the Parties on the date which appears at the head of its page 1.

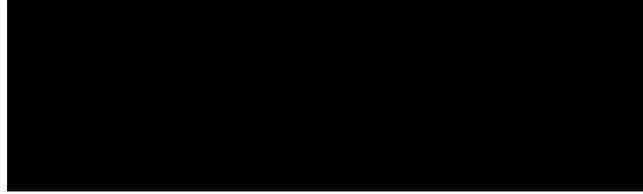
SIGNED for and on behalf of
Telefonica UK Limited

Signature:

Name (block capitals):

Position:

Date:



15 December 2023

SIGNED for and on behalf of
Transport for London

Signature:

Name (block capitals):

Position:

Date:



18 December 2023



TRANSPORT FOR LONDON
and
TELEFONICA UK LIMITED

Agreement for the provision of
Mobile Services Lot 2
Schedule 1
Definitions

Transport for London
14 Pier Walk
London
SE10 0ES

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1. DEFINITIONS

Unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below:

"24x365"	means twenty-four (24) hours per day every day of the year, including all calendar days and public holidays in England and Wales;
"Access Point Name"	means the gateway (and identifier) between the Supplier's mobile network and an external network such as the internet or a customer's private network;
"Account Manager"	means an individual responsible for the Supplier's relationship with TfL and for delivering the Supplier's account management responsibilities identified in Paragraph 6.1 (<i>Account Management</i>) of Schedule 2A (<i>Services</i>);
"Achieve"	means, in relation to a Milestone, TfL confirming to the Supplier in writing that a Milestone has been achieved in accordance with Schedule 4 (<i>Transition</i>) (and "Achieved" and "Achievement" shall be construed accordingly);
"Additional Service Charges"	means the charges for any Additional Services consumed as identified in Table B.2 in Appendix 2 (<i>Additional Services</i>) of Schedule 5.1 (<i>Charges and Invoicing</i>);
"Additional Services"	means those services which are set out in Table B.2 in Appendix 2 (<i>Additional Services</i>) of Schedule 5.1 (<i>Charges and Invoicing</i>);
"Adjudication"	means, in relation to a Dispute, the process of resolving that Dispute through adjudication in accordance with Paragraph 5 (<i>Adjudication</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Adjudicator"	means a person to whom a Dispute is referred for resolution by adjudication in accordance with Paragraph 5 (<i>Adjudication</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>), provided that such person shall cease to be an Adjudicator if such person resigns, is unable to act, or fails to reach a decision in the circumstances contemplated by Paragraph 5.8 (<i>The Adjudicator's Decision</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>), or such person's appointment otherwise comes to an end or is terminated;
"Affected Party"	means, in relation to a Force Majeure Event, the Party seeking to claim relief in respect of that Force Majeure Event;
"Agreement"	means this agreement for the provision of Services including its Schedules and their Annexes;
"Airtime and SIMs Charges"	means the Charges for the provision of Mobile Airtime Services;
"Annual VFM Review"	has the meaning given in Paragraph 2.4 (<i>Annual Vfm Review</i>) of Schedule 5.1 (<i>Charges and Invoicing</i>);

"Apple Device Enrolment Program"	means a service provided by Apple Inc. for automating the enrolment and configuration of Apple devices in an organisation's device management solution;
"Applicable Law"	means Laws applicable to a Party in relation to the performance of its obligations or exercise of its rights under this Agreement;
"Apprentice"	means a member of the Supplier's Personnel who is registered as an apprentice or technician with an industry recognised body;
"Approval"	means in relation to a Supplier Proposed Variation or TfL Proposed Variation, TfL issuing a Variation Approval for that Variation in accordance with Schedule 6.2 (<i>Variation Procedure</i>), (and "Approve" , "Approved" and "Approving" shall be construed accordingly);
"Archives"	means an accumulation of records which has been appraised as having continuing historical and business value and is therefore retained permanently;
"Associated Company"	means, in relation to a body corporate, any other entity which is a subsidiary or parent entity of that body corporate or is a subsidiary of the same parent entity of that body corporate;
"Attendees"	means, in relation to a Governance Forum, the attendees for that Governance Forum listed in Annex 1 (<i>Governance Forums</i>) of Schedule 6.1 (<i>Governance</i>);
"BCDR Plan"	means the business continuity and disaster recovery plan set out in Appendix 3 (<i>BCDR Plan</i>) of Schedule 3.1 (<i>Supplier Solution</i>);
"Benchmark Adjustments"	has the meaning given in Paragraph 5.1.3 (<i>Benchmark Report</i>) of Schedule 5.2 (<i>Value for Money</i>);
"Benchmark Agreement"	has the meaning given in Paragraph 3.5 (<i>Appointment of Benchmarking</i>) of Schedule 5.2 (<i>Value for Money</i>);
"Benchmark Report"	means the report produced by the Benchmarking following the benchmarking review as further described in Paragraph 5 (<i>Interpretation</i>) of Schedule 5.2 (<i>Value for Money</i>);
"Benchmark Review"	means a review of one (1) or more of the Services carried out in accordance with Paragraph 4 (<i>Benchmark Review Process</i>) of Schedule 5.2 (<i>Value for Money</i>);
"Benchmarked Services"	has the meaning given in Paragraph 3.1 (<i>Appointment of Benchmarking</i>) of Schedule 5.2 (<i>Value for Money</i>);
"Benchmarking"	has the meaning given in Paragraph 3.2 (<i>Appointment of Benchmarking</i>) of Schedule 5.2 (<i>Value for Money</i>);
"Benchmarking Notice"	has the meaning given in Paragraph 3.1 (<i>Appointment of Benchmarking</i>) of Schedule 5.2 (<i>Value for Money</i>);
"Catalogue"	means the catalogue of products and services available through this Agreement with associated details provided and

	maintained by the Supplier in accordance with Paragraph 4 (<i>Catalogue and Ordering</i>) of Schedule 5.1 (<i>Charges and Invoicing</i>);
"CCSL"	means the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;
"CEDR"	means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Cessation Plan"	has the meaning given in Clause 41.3 (<i>Declaration of Ineffectiveness</i>);
"Central Government Body"	means a body listed in one (1) of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Government Public Body or Assembly Sponsored Public Body (advisory, executive or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
"Change in Law"	means any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;
"Change of Control"	means, in relation to the Supplier: (a) its Ultimate Parent ceases to Control it; or (b) an entity other than the Ultimate Parent becomes its ultimate parent company;
"Charges"	means the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 5.1 (<i>Charges and Invoicing</i>) (and " Charging " shall be construed accordingly);
"Commercial Review Meeting"	means the Governance Forum described in Table 1 of Annex 1 (<i>Commercial Review Meeting</i>) of Schedule 6.1 (<i>Governance</i>) responsible for ensuring that the Services are delivered to the required quality and meet or better the Performance Indicator Targets;
"Commercially Sensitive Information"	means the information listed in Schedule 3.2 (<i>Commercially Sensitive Information</i>) comprising the information of a commercially sensitive nature relating to the Supplier, its IPR or its business;
"Comparable Services"	means, in relation to a Benchmarked Service, a service that is the same or substantially similar to the Benchmarked Services;
"Comparison Group"	means, in relation to a Comparable Service, a sample group of organisations providing Comparable Services selected by the Benchmarking in accordance with Schedule 5.2 (<i>Value for</i>

	<i>Money</i>);
"Confidential Information"	<p>means:</p> <ul style="list-style-type: none"> (a) information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to: <ul style="list-style-type: none"> (i) the Disclosing Party's Group or the Disclosing Party's sub-contractors (excluding, in the case of TfL, the Supplier and its Sub-contractors); or (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party's Group or the Disclosing Party's sub-contractors; (b) other information provided by the Disclosing Party pursuant to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Agreement; (c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Agreement and all matters arising therefrom; and (d) information derived from any of the above, but not including any information which: <ul style="list-style-type: none"> (i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party; (ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient; (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; (iv) was independently developed without access to the Confidential Information; or (v) relates to the Supplier's: <ul style="list-style-type: none"> (a) provision of the Services and performance of its obligations under this Agreement; or (b) failure to pay any Sub-contractor as required pursuant to Clause 14.6 (<i>Supply Chain Protection</i>);

"Contract Information"	<p>means:</p> <p>(a) this Agreement in its entirety (including from time to time agreed changes to this Agreement); and</p> <p>(b) data extracted from the invoices submitted pursuant to Clauses 9.1 to 9.3 (<i>Charges and Invoicing</i>) which shall consist of the Supplier's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;</p>
"Contract Year"	<p>means a:</p> <p>(a) period of twelve (12) months commencing on the Effective Date; or</p> <p>(b) period of twelve (12) months commencing on each anniversary of the Effective Date,</p> <p>provided that the final Contract Year shall end on the Expiry Date;</p>
"Control"	<p>means, in relation to an entity, to have the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:</p> <p>(a) cast, or control the casting of, more than fifty per cent (50%) of the maximum number of votes that might be cast at a general meeting (or equivalent) of that entity's shareholders (or equivalent); or</p> <p>(b) appoint or remove all, or the majority, of that entity's directors or other equivalent officers; or</p> <p>(c) hold beneficially more than fifty per cent (50%) of its issued share capital or equivalent (excluding any part of that issued share capital or equivalent that carries no right to participate beyond a specified amount in a distribution of either profits or capital); or</p> <p>(d) give directions with respect to its operating and financial policies with which its directors or other equivalent officers are obliged to comply;</p>
"Corrective Action Notice"	has the meaning given in Clause 25.1 (<i>Corrective Action Plan</i>);
"Corrective Action Plan"	has the meaning given in Clause 25.2 (<i>Corrective Action Plan</i>);
"Corrupt Act"	has the meaning given in Clause 35.1(b) (<i>Prevention of Fraud and Bribery</i>);
"Corruption Law"	<p>means all Laws in connection with bribery and corruption, including without prejudice to the generality of the foregoing:</p> <p>(a) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on 17 December</p>

	<p>1997, which entered into force on 15 February 1999, and the Convention's Commentaries;</p> <p>(b) the United States Foreign Corrupt Practices Act to the extent that it applies to the Supplier at the Effective Date or subsequently during the Term; and</p> <p>(c) the United Kingdom Bribery Act 2010 and, in relation to conduct prior to the Bribery Act 2010 being brought into force, the United Kingdom Public Bodies Corrupt Practices Act 1889 and the Prevention of Corruption Act 1906 (together with the United Kingdom Bribery Act 2010);</p>
"Coverage Uplift"	means the provision by the Supplier of one (1) or more solutions to enhance the coverage of the Mobile Airtime Service at specific locations in accordance with Paragraph 4.2 (<i>Coverage Uplift</i>) of Schedule 2A (<i>Services</i>);
"Coverage Uplift Charges"	means the Charges for the provision of Coverage Uplift;
"Credit Note"	has the meaning given in Paragraph 5.10 (<i>Credit Notes</i>) of Schedule 5.1 (<i>Charges and Invoicing</i>);
"Critical Service Level Failure"	has the meaning given in the Critical Service Level column of the Service Levels table in the Annex to Schedule 2B (<i>Service Levels</i>);
"Customer Portal"	means the online portal for customer interactions and access to service information provided by the Supplier in accordance with Paragraph 6.3 (<i>Customer Portal</i>) of Schedule 2A (<i>Services</i>);
"Data Controller"	has the meaning given in the Data Protection Legislation;
"Data Link Charges"	means the Charges for the provision of Data Links;
"Data Links"	means any of the connectivity solutions used to enable mobile devices to be connected to TfL-nominated networks or data centres provided by the Supplier in accordance with Paragraph 3 (<i>Data Links and APNs</i>) of Schedule 2A (<i>Services</i>);
"Data Processor"	has the meaning given in the Data Protection Legislation;
"Data Protection Legislation"	<p>means:</p> <p>(a) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;</p> <p>(b) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and</p> <p>(c) the Privacy and Electronic Communications (EC Directive) Regulations 2003.</p>
"Data Subject"	has the meaning given in the Data Protection Legislation;

"Declaration of Ineffectiveness"	means a declaration of ineffectiveness in relation to this Agreement made by a court pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulation 113 of the Utilities Contracts Regulations 2006;
"Default"	means any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement: (a) in the case of TfL, of TfL Personnel; or (b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel, in connection with or in relation to the subject matter of this Agreement and in respect of which such Party is liable to the other;
"Detailed Transition Plan"	means the detailed Transition Plan developed by the Supplier from the Outline Transition Plan and Approved by TfL in accordance with Paragraph 5 of Part B (<i>Approval of the Detailed Transition Plan</i>) of Schedule 4 (<i>Transition</i>);
"Device"	means any radio device including mobile handsets and tablets used by TfL in connection with the Services, including Supplier Device;
"Device Specification"	means the functional specification published by the original manufacturer or supplier of a device;
"Device Supply Charges"	means the Charges for the supply of a Supplier Device on a one-off basis;
"Device Warranty Period"	means the period commencing on the date of supply of a Device to TfL by the Supplier and ending two (2) years thereafter or the end the period of the warranty supplied by the original manufacturer or other supplier of the Device, whichever is the longer;
"Disclosing Party"	has the meaning given in Clause 18.1 (<i>Confidentiality</i>);
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Variation Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Notice"	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Documents"	means any documents which the Supplier is required to prepare and deliver to TfL under this Agreement;

"Effective Date"	means the date on which this Agreement has been signed by both Parties;
"Electronic Invoicing Platform"	means TfL's invoicing platform for the submission and receipt of electronic invoices;
"Electronic Procure-to-Pay (eP2P) Vendor Handbook"	the handbook setting out the system, format, file requirements and steps for registering to use and using the Electronic Invoicing Platform as updated from time to time, a copy of which can be downloaded from the following link: https://tfl.gov.uk/corporate/publications-and-reports/procurement-information#on-this-page-5 ;
"Embedded Universal Integrated Circuit Card" or "eUICC"	means the component of a SIM that allows for mobile operators to be changed remotely over the air;
"EMP"	has the meaning given in Paragraph 3.2 of Schedule 3.1 (<i>Supplier Solution</i>);
"Employee Liabilities"	<p>means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:</p> <ul style="list-style-type: none"> (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding payments in relation to salary and benefits, employment debts and unlawful deduction of wages including any PAYE and national insurance contributions; (f) employment claims whether in tort, contract or statute or otherwise; or (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"End Date"	means, in relation to the Services (or part of the Services), the date on which TfL confirms in writing to the Supplier that Exit Assistance has been completed without prejudice to TfL's rights in relation to any Default by the Supplier of its obligations in Schedule 7 (<i>Exit Management</i>);

"Exit Assistance"	means the Supplier's assistance with the transition of the Services to one (1) or more Replacement Supplier(s) in accordance with Paragraph 6 (<i>Exit Assistance</i>) of Schedule 7 (<i>Exit Management</i>);
"Exit Assistance Charges"	means the Charges for the provision of Exit Assistance;
"Exit Information"	<p>means information reasonably requested by TfL for the purpose of re-tendering and migrating the Services (in context of the information typically available from electronic communications service providers in relation to the same) including the following:</p> <ul style="list-style-type: none"> (a) number of SIMs, with a breakdown of those connected to the Supplier Network or not; (b) the location of SIMs used in machine-to-machine (M2M) applications and the work location of users to whom mobile Devices/SIMs have been issued; (c) reports on data and voice usage of the Services over the last twelve (12) months; (d) documents reasonably requested by a Replacement Supplier; (e) details of bespoke solutions provided by the Supplier, including any coverage solutions, boosters and routers provided by the Supplier (including the location of any such equipment); (f) information/assistance required to transition of eSIMs from the Supplier's subscription manager; (g) information/assistance required for the purpose of porting numbers allocated to TfL users to a Replacement Supplier; and (h) details of all data links/VPN connections with TfL used for TfL applications (e.g. iBus);
"Exit Management"	has the meaning given in Schedule 7 (<i>Exit Management</i>);
"Exit Period"	has the meaning given in Schedule 7 (<i>Exit Management</i>);
"Exit Plan"	means the plan to support the transition of the Services to one (1) or more Replacement Supplier(s) produced and updated by the Supplier during the Term in accordance with Schedule 7 (<i>Exit Management</i>);
"Expedited Dispute Timetable"	means the reduced timetable for the resolution of Disputes set out in Paragraph 3 (<i>Expedited Dispute Timetable</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Expiry Date"	means the date on which the Exit Period has expired in respect of all of the Services. For the avoidance of doubt, the Expiry Date shall be the same date as the last End Date;
"Extension Period"	means a period of one (1) year or longer starting from the day after the final day of the Initial Term or (if later) a previous Extension Period, as notified by TfL to the Supplier in accordance with Clause 4.2 (<i>Term</i>) of this Agreement;

"Fixed Rate Extension Period"	has the meaning given in Paragraph 6.3 of Schedule 5.1 (<i>Charges</i>);
"FOI Legislation"	means the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and any other applicable Law relating to access to Information held by a public agency or enterprise;
"Force Majeure Event"	means an event outside the reasonable control of a party, including acts of God, riots, war, civil unrest or armed conflict, acts of terrorism, fire, flood, extraordinary storm, lightning, or earthquake, or similar natural or man-made disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel, any disaster caused by the Supplier, a Sub-contractor or the Supplier Personnel or any other failure in the Supplier's or a Sub-contractor's supply chain. For the avoidance of doubt, the UK's exit from the European Union shall not be a Force Majeure Event;
"Force Majeure Notice"	means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Former Supplier(s)"	means, in relation to services provided to TfL which are replaced by any part of the Services, the person(s) who supplied such services immediately prior to such replacement which shall include any sub-contractor of such supplier(s) (or any sub-contractor of any such sub-contractor);
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a service that is the same or materially similar to the Services (including in terms of scope, specification, volume and quality of performance);
"GLA Entities"	means: (a) GLA (Greater London Authority); (b) LLDC (London Legacy Development Corporation); (c) MOPAC (The Mayor's Office for Policing and Crime); (d) OPDC (Old Oak and Park Royal Development Corporation); and (e) LFB (London Fire Brigade), (and " GLA Entity " shall be construed accordingly);
"Good Industry Practice"	means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like TfL, such supplier seeking to comply with its contractual obligations in full and complying with Applicable Law;
"Good Value"	means in relation to a Benchmarked Service, that the value for money of the Charges attributable to that Benchmarked

	Service is at least as good as the value for money of the Upper Quartile;
"Governance"	means the governance structure, roles and responsibilities of the Parties and contract management processes as set out at Schedule 6.1 (<i>Governance</i>);
"Governance Forum"	means a Governance forum which is listed in Paragraph 4.1 (<i>Governance Forums</i>) of Schedule 6.1 (<i>Governance</i>) (and "Governance Forums" shall mean any of them);
"Health and Safety Legislation"	means all Laws which have as a purpose or effect the protection or prevention of harm to human health, environment or health and safety or compensation for such harm;
"Holding Company"	has the meaning given in section 1159 of the Companies Act 2006;
"Incident"	means an unplanned interruption to a service or reduction in the quality of a service;
"Indemnified Party"	has the meaning given in Clause 22.8 (<i>Limit on Indemnity Obligations</i>) of this Agreement;
"Indemnified Person"	means TfL and each Service Recipient;
"Indemnifying Party"	has the meaning given in Clause 22.8 (<i>Limit on Indemnity Obligations</i>) of this Agreement;
"Index"	means the Consumer Price Index published from time to time by the Office of National Statistics or any successor or replacement agency or government department;
"Information"	means any data or records, irrespective of format or medium, which are generated or used by the Supplier. Examples include electronic communications, emails, video recordings, hard copy (paper) files, images, graphics, maps, plans, technical drawings, programs, software and all other types of data;
"Information Access Request"	means a request for any information submitted under the FOI Legislation;
"Information Security Management System" or "ISMS"	means a management system, based on a business risk approach, to establish, implement, operate, monitor, review, maintain and improve information security;
"Initial Term"	means the period from the Effective Date to the date which is seven (7) years after the Service Commencement Date;
"Insolvency Event"	means any of the following: (a) the Supplier and/or its parent entity and/or the Guarantor making or seeking to make any composition, compromise, assignment or voluntary arrangement with

	<p>its creditors or any class thereof or becoming subject to an administration order;</p> <p>(b) a liquidator, receiver, administrative receiver, compulsory manager, administrator, or other similar officer being appointed in respect of the Supplier and/or its parent entity and/or the Guarantor or any of their assets;</p> <p>(c) the Supplier and/or its parent entity and/or the Guarantor has had or takes any action, procedure or step in relation to the suspension of payments, a moratorium of any indebtedness, dissolution, winding-up or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);</p> <p>(d) the Supplier and/or its parent entity and/or the Guarantor threatening to cease to carry on its business or any material part thereof for any reason and/or being unable to pay its debts within the meaning of the Insolvency Act 1986 or any other applicable insolvency or bankruptcy legislation or otherwise being unable to pay its debt as the fall due and/or suspends (or threatens to suspend) making payments on any of its debts and/or commences negotiations with one (1) or more of its creditors with a view to rescheduling any of its indebtedness;</p> <p>(e) any action, procedure or step has been taken in relation to the enforcement of any security over any of the assets of the Supplier and/or its parent entity and/or the Guarantor and such action, procedure or step could reasonably be expected to result in insolvency and/or have a material adverse effect on the relevant company;</p> <p>(f) the value of the assets of the Supplier, its parent entity or the Guarantor is less than its liabilities (taking into account contingent and prospective liabilities);</p> <p>(g) any expropriation, attachment, sequestration, distress or execution or similar process affects any asset or assets of the Supplier and/or its parent entity and/or the Guarantor; or</p> <p>(h) any similar event to those in (a) to (g) occurring in relation to the Supplier and/or its parent entity and/or the Guarantor under the law of any applicable jurisdiction for those purposes;</p>
"Insurances"	has the meaning given in Schedule 10 (<i>Insurance</i>);
"Insured"	has the meaning given in Paragraph 1 of Annex 1 (<i>Required Insurances</i>) of Schedule 10 (<i>Insurance</i>);
"Intellectual Property Rights"	<p>means:</p> <p>(a) copyright, rights related to or affording protection similar to copyright, database rights, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are</p>

	<p>capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction,</p> <p>(and "IPR" shall be construed accordingly);</p>
"Invoice"	means an invoice issued by the Supplier to TfL in accordance with Schedule 5.1 (<i>Charges and Invoicing</i>);
"ISO/IEC 27001"	means the security certification standard in relation to information management systems as recognised by the International Organisation for Standardisation or such other security certification standard that may be deemed adequate by TfL;
"Key Performance Indicators" or "KPIs"	means the key performance indicators to which the Services are to be provided as set out in Paragraph 6.4 of Schedule 2A (<i>Services</i>);
"Key Personnel"	means those persons appointed by the Supplier to fulfil the Key Roles, as at the Effective Date being the persons listed in Schedule 8 (<i>Key Personnel</i>) for each Key Role, as updated from time to time in accordance with Clauses 13.3 to 13.4 (<i>Key Personnel</i>);
"Key Roles"	means the roles described as a Key Role in Schedule 8 (<i>Key Personnel</i>);
"Key Sub-contract"	means each Sub-contract with a Key Sub-contractor;
"Key Sub-contractor"	<p>means any Sub-contractor:</p> <p>(a) which has or would have a critical role in the provision of all or any part of the Services which is exclusively provided to TfL; or</p> <p>(b) with a Sub-contract in respect of all or any part of the Services which is exclusively provided to TfL and which has a contract value which at the time of appointment exceeds (or would exceed if appointed) two hundred and eighty five thousand pounds sterling (£285,000);</p>
"Law"	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, by-law, regulation, order, mandatory guidance or mandatory code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, in each case to the extent that they are applicable to the relevant Party;
"Licensed Software"	means all and any Software licensed by or through the Supplier, its Sub-contractors or any Third Party to TfL for the purposes of or pursuant to this Agreement, including any Supplier Software and/or Third Party Software;
"London Living Wage"	the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk);

"Losses"	means losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
"Material Service Level Failure"	means, in relation to any one (1) Service Level, a failure by the Supplier to meet the Service Level in two (2) or more months in any period of four (4) consecutive months;
"Mediation Notice"	has the meaning given in Paragraph 4.1 (<i>Mediation</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Mediator"	means the independent third party appointed in accordance with Paragraph 4 (<i>Mediation</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>) to mediate a Dispute;
"Micro-SIM"	means a SIM card with the '3FF' physical form factor as defined by the 3GPP (3 rd Generation Partnership Project);
"Milestone"	means a milestone identified in the Transition Plan;
"Milestone Date"	means, in relation to a Milestone, the date at which such Milestone is due to be Achieved as set out in the applicable Transition Plan;
"Mobile Airtime Service"	means the provision by the Supplier of mobile voice calls, messaging, data and related services in accordance with Paragraph 1 (<i>Airtime and SIMs</i>) of Schedule 2A (<i>Services</i>);
"Mobile Telecommunications Privileged Access Scheme" or "MTPAS"	means the UK procedure for enabling priority access to mobile networks for privileged users responding to emergency incidents;
"Multi-Party Dispute"	has the meaning given in Paragraph 7.1 (<i>Multi-Party Dispute</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Multi-Party Dispute Representatives"	has the meaning given in Paragraph 7.6 (<i>Multi-Party Disputes</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Multi-Party Dispute Resolution Board"	has the meaning given in Paragraph 7.6 (<i>Multi-Party Disputes</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Multi-Party Dispute Resolution Procedure"	has the meaning given in Paragraph 7 (<i>Multi-Party Disputes</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Multi-Party Procedure Initiation Notice"	has the meaning given in Paragraph 7.2 (<i>Multi-Party Disputes</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Notice of Adjudication"	has the meaning given in Paragraph 5.1 (<i>Notice of Adjudication</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Notice Period"	has the meaning given in Clause 31.5 (<i>London Living Wage</i>);

"Occasion of Tax Non-Compliance"	<p>means:</p> <p>(a) any tax return of the Supplier submitted to a tax authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> (i) a relevant tax authority successfully challenging the Supplier under the general anti-abuse rule or the Halifax abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the general anti-abuse rule or the Halifax abuse principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a relevant tax authority under the disclosure of tax avoidance schemes operated by HMRC or any equivalent or similar regime; and/or <p>(b) any tax return of the Supplier submitted to a relevant tax authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;</p>
"Official Journal of the European Union"	means the official gazette record for the European Union;
"Other Supplier"	means any supplier to TfL from time to time excluding the Supplier;
"Outline Transition Plan"	means the outline transition plan set out at Annex 1 (<i>Outline Transition Plan</i>) of Schedule 4 (<i>Transition</i>);
"Party"	means TfL and/or the Supplier (as the context requires or permits);
"Personal Data"	means personal data (as defined in the Data Protection Legislation) which is Processed by the Supplier or any Sub-contractor pursuant to or in connection with this Agreement;
"Privacy Impact Assessment"	means a process used to identify and mitigate the privacy and data protection risks associated with an activity involving the Processing of Personal Data;
"Process"	has the meaning given under the Data Protection Legislation (and "Processed" and "Processing" shall be construed accordingly);
"Product Terms"	has the meaning given in Paragraph 9 (<i>Product Terms</i>) of Schedule 2A (<i>Services</i>);
"Professional Services Charges"	means the charges for the provision of the professional services set out in Paragraph 3.1.3(b) (<i>Charges</i>) of Schedule 5.1 (<i>Charges and Invoicing</i>) and calculated in accordance with the Rate Card;
"Project"	means a planned, co-ordinated and time-bound set of activities delivered by the Supplier and established for the delivery of defined objectives;

"Public Official"	means any person (whether appointed or elected) holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise (including any officer or employee of a state-owned or state-operated entity) or a public international organisation;
"Public Procurement Termination Event"	means an event occurring if a court determines that one (1) or more of the circumstances described in Regulation 73(1) of the Public Contracts Regulations 2015 has occurred;
"QUENSH Conditions"	means the quality, environmental, safety and health conditions published by TfL from time to time;
"Rate Card"	means the rate card designated as being the 'Rate Card' in Schedule 5.1 (<i>Charges and Invoicing</i>) to be used for the purpose of calculating Charges for Professional Services and Exit Management;
"Recipient"	has the meaning given in Clause 18.1 (<i>Confidentiality</i>);
"Records"	means Information created, received, and maintained as evidence by the Supplier, in pursuance of legal obligations or in the provision of the Services;
"Records Management"	means the field of management responsible for the efficient and systematic control of the creation, receipt, maintenance, use and disposal of Records, including processes for capturing and maintaining Information about the Supplier's activities and provision of Services in the form of Records;
"Referral Notice"	has the meaning given in Paragraph 5.6.1 (<i>Referral of the Dispute</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Referring Party"	has the meaning given in Paragraph 5.2.2 (<i>Appointing the Adjudicator</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Related Third Party"	has the meaning given in Paragraph 7.1.2 (<i>Multi-Party Disputes</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Relief Event"	has the meaning given in Clause 26.1 (<i>Relief Events</i>);
"Replacement Services"	means any services which are the same as or substantially similar to any of the Services (or any part of the Services) and which TfL receives in substitution for any of the Services (or any part of the Services) following the expiry or earlier termination of the provision of such Service under this Agreement;
"Replacement Supplier(s)"	means any provider(s) of Replacement Services appointed by TfL from time to time or, if TfL is providing Replacement Services for its own account, TfL;
"Representatives"	has the meaning given in Clause 35.1 (<i>Prevention of Fraud and Bribery</i>);
"Responding Party"	has the meaning given in Paragraph 5.2.2 (<i>Appointing the Adjudicator</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);

"Restricted Countries"	means any country outside the United Kingdom;
"Request for Further Information"	has the meaning given in Paragraph 3.8 (<i>Supplier Proposals</i>) of Schedule 6.2 (<i>Variation Procedure</i>);
"Road Traffic Acts"	means any Laws which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man;
"Roaming SIM"	means a SIM that enables a user Device to roam between the services of multiple mobile networks within the UK in accordance with Paragraph 1.3 (<i>SIM Cards</i>) of Schedule 2A (<i>Services</i>);
"Security Incident"	means an incident originating in the Supplier's or its Sub-contractors' systems which affects or may affect the security, confidentiality or integrity of the Services;
"Service Commencement Date"	means the date on which the first SIM is connected to the Supplier Network;
"Service Deliverables"	means any Documents created by or on behalf of the Supplier pursuant to the provision of the Services which is a Service management report (such as a Service Level performance report);
"Service Levels"	means the service levels set out in Schedule 2B (<i>Service Levels</i>);
"Service Materials"	means all Documentation and other materials provided by the Supplier for use in connection with the Services (excluding Service Deliverables);
"Service Pilot Complete Milestone"	means a Milestone designated as such in Paragraph 2.1 of Schedule 4 (<i>Transition</i>);
"Service Recipient"	means any recipient of the Services (including TfL Personnel and TfL's customers);
"Service Requirements"	means TfL's requirements in relation to the Services which are described in Schedule 2A (<i>Services</i>);
"Service Review Meeting"	means the Governance Forum described in Table 2 of Annex 1 (<i>Service Review Meeting</i>) of Schedule 6.1 (<i>Governance</i>);
"Services"	means: <ul style="list-style-type: none"> (a) all or any part of the services to be provided to, or activities to be undertaken for, TfL by the Supplier under this Agreement including those detailed in Schedule 2A (<i>Services</i>); and (b) any services, functions or responsibilities which may be reasonably regarded as incidental or ancillary to the foregoing services or activities and which may be reasonably inferred from this Agreement;
"Sites"	means a physical location which can be a TfL Site, Supplier Site or a Third Party Site (as the context requires or permits);

"Software"	means system software, operating systems, applications, programmes and procedures and tools to recreate or recompile any of the foregoing (including build files, compiler files, test scripts and configurations) and all updates and upgrades to any of the foregoing that enable hardware or systems to perform tasks or operations or process data, in each case in object code form unless expressly provided otherwise in this Agreement;
"Solutions"	means the services set out in Paragraph 5 (<i>Solutions</i>) of Schedule 2A (<i>Services</i>);
"Solutions Charges"	means the Charges for the provision of Solutions;
"Special Categories of Personal Data"	has the meaning given to it in the Data Protection Legislation;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of TfL and which would not affect a service that is the same or materially similar to the Services (including in terms of scope, specification, volume and quality of performance);
"Sub-contract"	means any contract or agreement between the Supplier (or a Sub-contractor) and any person whereby that person agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof including without limitation contracts between the Supplier and a member of the Supplier Group;
"Sub-contractor"	means any person with whom: (a) the Supplier enters into or has entered into a Sub-contract; or (b) a person under (a) enters into a Sub-contract, or agents of that person;
"Subject Access Request"	means a request made by a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access his or her Personal Data;
"Supervisory Authority"	has the meaning given to it in the Data Protection Legislation;
"Supplier"	means Telefonica UK Limited (company number 01743099);
"Supplier Contract Manager"	means the person(s) appointed by the Supplier to the position described in Clause 10.4 (<i>Representatives</i>);
"Supplier Device"	means any Device supplied by the Supplier;
"Supplier Group"	means the Supplier and its Associated Companies from time to time, and " member of the Supplier Group " shall have a corresponding meaning;
"Supplier IPR Claim"	means any claim alleging that the provision or receipt of the Services (including for the avoidance of doubt and without limitation the supply of the Service Materials, Service

	Deliverables and/or Devices) by TfL infringes any Third Party IPR;
"Supplier Network"	means the electronic communications network operated (or otherwise used) by the Supplier to provide the Services, as set out in Schedule 3.1 (<i>Supplier Solution</i>);
"Supplier Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under this Agreement;
"Supplier Proposal"	means: (a) a document issued by the Supplier in response to a Variation Notice in accordance with Paragraph 3.3 of Schedule 6.2 (<i>Variation Procedure</i>); or (b) a document issued by the Supplier to propose a Supplier Proposed Variation in accordance with Paragraph 3.6 of Schedule 6.2 (<i>Variation Procedure</i>);
"Supplier Proposed Variation"	has the meaning given in Paragraph 3.2.2 (<i>Types of Variations</i>) of Schedule 6.2 (<i>Variation Procedure</i>);
"Supplier Representative"	means the representative appointed by the Supplier pursuant to the position described in Clause 10.3 (<i>Representatives</i>);
"Supplier Request"	means a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute;
"Supplier Solution"	means the Supplier's solution for the Services at the Effective Date which is set out in Schedule 3.1 (<i>Supplier Solution</i>);
"Support Desk"	means the facility provided by the Supplier for customer support in accordance with Paragraph 6.4 (<i>Support Desk</i>) of Schedule 2A (<i>Services</i>);
"Term"	has the meaning given in Clause 4.1 (<i>Term</i>);
"Termination Date"	means: (a) in relation to the Services or part of the Services, the End Date of such Services; and (b) in relation to this Agreement, the Expiry Date;
"Termination Notice"	a written notice of termination given by one (1) Party to the other, giving the other Party notice that the Party giving the notice is exercising its right under this Agreement to terminate: (a) this Agreement; or (b) this Agreement to the extent (and only to the extent) that it relates to one (1) or more (but not all) parts of the Services, as set out in the notice, on a specified date and setting out the grounds for termination;

"TfL"	means Transport for London, a statutory corporation established by section 154 of the Greater London Authority Act 1999;
"TfL Contract Manager"	means the person(s) appointed by TfL to the role described in Clause 10.6 (<i>Representatives</i>);
"TfL Data"	means: (a) data (other than Personal Data) supplied to the Supplier by or on behalf of TfL for the purposes of this Agreement; and (b) Personal Data provided by or on behalf of TfL to the Supplier in relation to this Agreement for which TfL is the Data Controller or Data Processor of a third party;
"TfL Group"	means TfL and its Associated Companies from time to time together with the Greater London Authority (and its Functional Bodies), Crossrail Limited (company number 04212657) and reference to any " member of the TfL Group " shall refer to TfL, any such subsidiary, the Greater London Authority (and its Functional Bodies) and Cross London Rail Links Limited;
"TfL Objectives"	has the meaning given in Clause 5.1 (<i>Services</i>) and where used in a Schedule, the meaning given to it in that Schedule for the purposes of that Schedule;
"TfL Personnel"	means all directors, officers, employees, agents, consultants and non-permanent labour of TfL;
"TfL Proposed Variation"	has the meaning given in Paragraph 3.2.1 (<i>Types of Variations</i>) of Schedule 6.2 (<i>Variation Procedure</i>);
"TfL Remedy"	means TfL's internal helpdesk system for IT service management;
"TfL Representative"	means the representative appointed by TfL pursuant to the position described in Clause 10.5 (<i>Representatives</i>);
"TfL Site"	means sites owned, controlled or occupied by any member of the TfL Group and/or any Central Government Body: (a) from, to or at which the Services are (or are to be) provided; and/or (b) from which the Supplier manages, organises or otherwise directs the provision or use of the Services;
"Third Party"	means a person who is not: (a) TfL or a member of the TfL Group; or (b) the Supplier or a member of the Supplier Group, (and includes any government body other than TfL);
"Third Party Beneficiary"	has the meaning given in Clause 40.1 (<i>Third Party Rights</i>);
"Third Party IPR"	means Intellectual Property Rights owned by a Third Party;

"Third Party Provisions"	has the meaning given in Clause 40.1 (<i>Third Party Rights</i>);
"Third Party Site"	means sites owned, controlled or occupied by a Third Party to which the Services are (or are to be) provided;
"Third Party Software"	means Software which is proprietary to any Sub-contractor (other than a member of the Supplier Group) or Third Party or any open source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services;
"Transition"	means transition to the Supplier in accordance with Schedule 4 (<i>Transition</i>);
"Transition Plan"	means: (a) until the Detailed Transition Plan has been Approved by TfL in accordance with Paragraph 5 of Part B (<i>Approval of the Detailed Transition Plan</i>) of Schedule 4 (<i>Transition</i>), the Outline Transition Plan; (b) when Approved by TfL, the Detailed Transition Plan, and, in each case, includes the then-current Transition Contingency Plan;
"Transparency Commitment"	means TfL's commitment to comply with the Local Government Transparency Code of Practice 2015 issued by the UK government (and any other applicable obligations relating to the proactive publication of information held by a public agency or enterprise) in accordance with which TfL is committed to publishing its contracts, tender documents and data from invoices received;
"Ultimate Parent"	means the ultimate Holding Company of the Supplier at the date of the Agreement;
"Variation"	means any variation to the Services or their performance, including additions, omissions, substitutions, alterations, changes in quality, deliverables or timing of the same. Variations may take the form of a TfL Proposed Variation or Supplier Proposed Variation in accordance with Schedule 6.2 (<i>Variation Procedure</i>) (and " Varied " shall be construed accordingly);
"Variation Approval"	has the meaning given in Paragraph 3.16 (<i>Variation Approval</i>) of Schedule 6.2 (<i>Variation Procedure</i>);
"Variation Notice"	has the meaning given in Paragraph 3.3 (<i>Variation Notices</i>) of Schedule 6.2 (<i>Variation Procedure</i>);
"Variation Pricing"	has the meaning given in Paragraph 3.9 (<i>Settlement of Variations</i>) of Schedule 6.2 (<i>Variation Procedure</i>);
"Variation Procedure"	means the procedure for considering, approving and implementing Variations as set out in Schedule 6.2 (<i>Variation Procedure</i>);
"VAT"	means value added tax as provided for in the Value Added Tax Act 1994; and

"Working Day"	means any day other than a Saturday, Sunday or public holiday in England.
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2. ABBREVIATIONS

Unless otherwise provided or the context otherwise requires the following abbreviations shall have the meanings set out below:

"APN"	means Access Point Names;
"B2B"	means business-to-business;
"eSIM"	means embedded Subscriber Identity Module;
"FCA"	means Financial Conduct Authority;
"ISFT"	means invitation to submit final tenders;
"ISIT"	means invitation to submit initial tenders;
"LPWAN"	means Low Power Wide Area Network;
"KPI"	means Key Performance Indicators;
"M2M"	means machine-to-machine;
"MMS"	means multimedia messaging service;
"MNO"	means mobile network operator;
"UK"	means United Kingdom;
"SIM"	means Subscriber Identity Module;
"SMS"	means short message service; and
"VPN"	means virtual private network.



TRANSPORT FOR LONDON
and
TELEFONICA UK LIMITED

Agreement for the provision of
Mobile Services Lot 2
Schedule 2A
Services

Transport for London
14 Pier Walk
London
SE10 0ES

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1. AIRTIME AND SIMS

1.1 (Not used)

1.2 M2M Services

Req. ID	Name	Description
MS-004	Mobile Airtime Service (M2M)	The Supplier shall provide a Mobile Airtime Service including SMS messaging and data services for M2M Devices.
MS-005	Mobile Airtime Service (M2M) – Capabilities	The Mobile Airtime Service for M2M Devices shall support a standard range of capabilities, including: <ul style="list-style-type: none"> (a) SMS/MMS; (b) support for 4G and 5G; (c) soft/hard data caps on a per individual or per group of connections basis; and (d) options to enable, disable and limit international roaming on a per connection basis.
MS-006	Mobile Airtime Service (M2M) – Applications	Mobile Airtime Services for M2M Devices shall be suitable for a broad range of applications ranging from low bandwidth (e.g. <5MB per Device per month) to high consumption applications (e.g. >40GB per Device per month).
MS-007	Mobile Airtime Service (M2M) – Voice	The Mobile Airtime Services for M2M Devices shall support the optional inclusion of voice call services for some connections.

- 1.2.1 TfL will ensure that each Device has its own unique IMEI (International Mobile Equipment Identity) number.
- 1.2.2 The Supplier shall have access to and may use bulk and anonymised data, which is not Personal Data, for any reason for its own business purposes including without limitation for statistical analysis, use with or in other Supplier products and services, and for the provision to third parties.
- 1.2.3 Without prejudice to any express obligations of the Supplier under this Agreement, TfL acknowledges that provision of the Mobile Airtime Service is subject to the geographic extent of network coverage and geography, atmospheric conditions, interference and/or the number of users trying to access the services in any particular location may affect service performance.
- 1.2.4 TfL shall comply with reasonable instructions and operational requirements where required to ensure the proper operation of the Mobile Airtime Service.
- 1.2.5 Where the Supplier Solution identifies that particular equipment will be used but this equipment becomes unavailable, the Supplier may substitute an equivalent alternative. TfL will provide reasonable access to TfL Sites where necessary for the installation and maintenance of equipment used to deliver the Services.

1.3 SIM Cards

Where new Devices are introduced, TfL will take reasonable steps to carry out and the Supplier will support reasonable testing to confirm compatibility with the Supplier's SIM

cards. In the event that any compatibility issues are identified, the Supplier will take reasonable steps to resolve these in conjunction with TfL and TfL's Device supplier.

Req. ID	Name	Description
MS-008	Standard SIM	The Supplier shall provide standard Subscriber Identity Module (SIM) cards to enable access to the Mobile Airtime Service.
MS-009	SIM Size	SIM cards offered shall include nano-SIM and older formats (e.g. Micro-SIM) for compatibility with older Devices where required.
MS-010	Roaming SIMs	The Supplier shall provide Roaming SIM cards that offer improved coverage and resilience for M2M Devices by enabling roaming between the Supplier's network and service using at least one (1) alternative MNO's network within the United Kingdom.
MS-011	(Not used)	
MS-012	eSIM	The Supplier shall support eSIM Devices, including: <ul style="list-style-type: none"> (a) provision of support for Devices with an Embedded Universal Integrated Circuit Card (eUICC); (b) provision of SIM cards with eUICC support for use in compatible Devices; (c) provision of eSIM subscription manager services for remote management of the eUICC, including enable/disable, profile download, profile swap; and (d) support for migration of eSIM Devices to the subscription manager (and network services) of other providers.

2. **(NOT USED)**

3. **DATA LINKS AND APNS**

Req. ID	Name	Description
MS-026	APNs	The Supplier shall support multiple Access Point Names (APNs) to enable mobile Devices to be configured to connect to different external packet-switched networks.
MS-027	Data Links	The Supplier shall support a variety of connectivity options for data services, including: <ul style="list-style-type: none"> (a) direct public connection to the internet; (b) virtual private network (VPN) connection to nominated premises/data centres delivered via the internet; and (c) private network connection delivered via dedicated circuits from the Supplier's network to nominated

		premises/data centres, including redundant circuit options.
MS-028	Cellular Router	The Supplier shall offer cellular router Supplier Devices which can be installed at any TfL Site to provide access to the internet for TfL users via local Wi-Fi and/or ethernet connections.
MS-029	Cellular WAN Extender	The Supplier shall offer a cellular WAN extender solution via secure network integration into TfL's WAN whereby a cellular Supplier Device can be installed at any TfL Site and used to extend TfL's network coverage to that location for local access via Wi-Fi and/or ethernet.

4. COVERAGE

4.1 General Coverage

Req. ID	Name	Description
MS-030	National Coverage	The Supplier shall provide mobile coverage for connections to the network operating nationally, across Greater London and throughout TfL's operational areas.
MS-031	International Roaming	The Supplier shall provide roaming coverage for TfL users travelling internationally (subject to appropriate user permissions).

4.2 Coverage Uplift

Req. ID	Name	Description
MS-032	Coverage Uplift	The Supplier shall provide coverage enhancement for additional coverage, including indoor coverage, at TfL Sites, e.g. offices, depots and key operational locations where the standard network coverage is insufficient. A list of key locations is provided in Appendix 1 (<i>Key Locations</i>).

5. SOLUTIONS

Req. ID	Name	Description
MS-033	Solutions Provision	The Supplier shall offer a solutions service, whereby new connectivity solutions, mobile technology and/or applications can be developed and provided to suit TfL requirements over time.
MS-034	Solutions Activities	Solutions activities may include: <ul style="list-style-type: none"> (a) feasibility and concept design; (b) demonstrator/proof of concept activities; and (c) full solutions definition, deployment and support.

6. **SUPPORT**6.1 **Account Management**

Req. ID	Name	Description
MS-035	Account Manager	The Supplier shall provide a dedicated Account Manager to act as a primary contact for TfL.
MS-036	Account Manager Responsibilities	<p>The Supplier's Account Manager shall take responsibility for:</p> <ul style="list-style-type: none"> (a) ensuring the Supplier delivers the Services in accordance with the requirements; (b) investigating service performance, usage or billing queries; (c) assisting TfL with optimising its use of the Services to minimise costs (e.g. tariff optimisation, ceasing dormant services); (d) receiving and overseeing the delivery of orders raised; (e) advising on service or technology developments of relevance to TfL; (f) addressing any performance issues or complaints raised; and (g) continual service improvement.
MS-037	Account Management Meetings	The Supplier's Account Manager shall attend monthly account management meetings and service reviews.
MS-038	Cost Centres/ Other Bodies	<p>The Supplier shall support dividing the user base within the account to reflect the needs of different units/cost centres within TfL and/or the potential provision of services to other bodies related to TfL or the Greater London Authority.</p> <p>This shall include options for:</p> <ul style="list-style-type: none"> (a) separate access to the Account Manager or a nominated member of the Supplier's account management team; (b) separate access to the Customer Portal, configured to reflect the relevant subset of users; (c) tailored reporting for the relevant subset of users and services consumed; and (d) separate billing.

6.2 Cost Management

Req. ID	Name	Description
MS-039	Cost Management	<p>The Supplier shall take a proactive role assisting TfL with optimising the Services to minimise costs through measures which may include:</p> <ul style="list-style-type: none"> (a) transparent reporting; (b) provision of bill analysis; (c) cost breakdown analysis; (d) identification of 'high roller' and dormant users/services; (e) anticipation and avoidance of 'bill shock' i.e. unexpected dramatic increases in bills which may be caused by a change in usage made without understanding the impact; (f) provision of usage alerts (e.g. text warnings sent to users when a threshold is breached); (g) tariff reviews and optimisation of tariffs; and (h) management of subscriber permissions.

6.3 Customer Portal

Req. ID	Name	Description
MS-040	Customer Portal	The Supplier shall provide a Customer Portal for individuals authorised by TfL to access account details.
MS-041	Customer Portal Facilities	<p>The Customer Portal shall support:</p> <ul style="list-style-type: none"> (a) viewing and amending details in the inventory of users and Devices; (b) enabling and disabling services (e.g. cease/bar line, disable/enable international roaming, premium rate, voicemail, etc.); (c) viewing the catalogue of services and products available; (d) raising orders and tracking order progress and history; (e) accessing a dashboard view of key usage and account parameters and trends; (f) creating, viewing and customising reports; (g) viewing billing information and status; (h) raising incidents and queries with the Support Desk and tracking progress; and (i) providing access to help and support documentation.

6.4 Support Desk

Req. ID	Name	Description
MS-042	Support Desk	The Supplier shall provide a Support Desk for users authorised by TfL which shall be accessible by telephone or email as a minimum.
MS-043	Support Desk Hours	The Support Desk hours of operation shall be 08:00 to 18:00 on Working Days as a minimum.
MS-044	Support Desk Facilities	The Support Desk shall include support for: <ul style="list-style-type: none"> (a) receiving and processing orders and providing status updates; (b) raising Incidents and queries relating to the Services and tracking progress; (c) amending service details, e.g. cease or bar connections, enable international roaming; (d) arranging for replacement of faulty Devices or accessories, including delivery details; (e) arranging recycling of Devices no longer required, including collection details; (f) provision of technical support, e.g. for the set-up and configuration of Devices or services; and (g) requesting billing information or reports.
MS-044a	Support Desk – Out of Hours	The Supplier shall provide access to the Support Desk or an alternative support contact facility out of hours (24 hours per day, 7 days per week) for notification, management and reporting on progress of Service Incidents.

6.5 Reporting

Req. ID	Name	Description
MS-045	Monthly Reports	The Supplier shall provide monthly reporting with details of the Services consumed, performance of the Services and costs incurred, including supporting details.
MS-046	Report Breakdown	The reports provided shall support different views of the Services consumed, including: <ul style="list-style-type: none"> (a) overall TfL summary; (b) individual reports for each unit/cost centre; and (c) breakdown by Service and/or applicable tariff.
MS-047	Usage Reporting	Usage reporting information provided shall include: <ul style="list-style-type: none"> (a) number of users / connections in an area (organisational unit/cost centre); (b) overall usage by type of function (i.e. voice / SMS / data);

Req. ID	Name	Description
		<ul style="list-style-type: none"> (c) number of active SIMs; (d) highlight of usage that is significantly above average for that area, e.g., reporting of 'top N' users; (e) highlight of usage that is significantly below average usage for that area, or zero usage; (f) highlight of out-of-bundle usage including any premium rate calls or data/messages by individual user/connection where applicable; (g) historical/trend analysis information for variable periods of time; (h) highlighting indicators which may point to irregular user behaviour or service faults; (i) volumes and type of calls or usage by individual user/connection, groups of users/connections, service, location, etc.; and (j) full cost analysis of volumes and type of calls or usage by individual user/connection, groups of users/connections, Service, location, etc.
MS-048	Network Service Performance Reporting	<p>The Supplier shall provide monthly performance reports on key network service parameters within Greater London as experienced by TfL's users. Performance reports shall include:</p> <ul style="list-style-type: none"> (a) voice call success; (b) SMS success; (c) data performance parameters (e.g. authentication success, average speeds, latency); (d) service outages affecting TfL users, including network services or Data Links; (e) customer service performance measures; and (f) a commentary on key trends or service disruptions during the period.
MS-049	Contract Performance Reporting	<p>The Supplier shall provide monthly contract performance reports, including:</p> <ul style="list-style-type: none"> (a) performance against Service Levels) for the period; (b) summary of Support Desk activities, including incidents raised and resolution; (c) continual service improvement activities; and (d) progress reporting during transition of services.

7. TRANSITION SUPPORT

7.1 (Not used)

7.2 M2M Transition

Req. ID	Name	Description
MS-056	Transition Management	The Supplier shall work with TfL and TfL-nominated Third Parties to manage the transition of nominated Devices from the Former Supplier(s) to the Supplier's Services or to introduce mobile services for new Devices where new M2M projects are being deployed.
MS-057	Transition Manager	The Supplier shall appoint a dedicated project manager to be responsible for the delivery of all transition requirements.
MS-058	Transition Plan	The Supplier shall produce and maintain a Transition Plan in accordance with Schedule 4 (<i>Transition</i>) which covers all aspects of the Transition working with each relevant TfL organisation and the nominated contact/project manager identified by TfL for each workstream.
MS-059	Transition Plan Details	The Transition Plan shall include: <ul style="list-style-type: none"> (a) details of all activities with timelines and milestone dates; (b) clear identification of responsibilities and expectations of TfL, TfL's existing network supplier(s), M2M solution providers, end users and any third parties; (c) plans for installation and test of the network connectivity and APNs as appropriate for the M2M Devices and application(s); (d) details of the testing to be carried out in conjunction with the relevant M2M delivery project to validate the transition approach and to confirm successful operation after Transition; (e) Device details and status (e.g. number, Device identifier, unit/cost centre, location, services and target tariff, SIM type, transition date); (f) batch contents/sizes, delivery locations, delivery contacts, labelling and configuration; and (g) a communications plan, detailing the information, briefings and support arrangements to be provided in advance of, during and subsequent to the transition.
MS-060	Transition Updates	The Transition Plan shall be maintained on an ongoing basis during Transition and made available to TfL on a near real-time basis as transitions are activated.

Req. ID	Name	Description
MS-061	Transition at Exit	The Supplier shall support the transition of M2M Devices and services to any Replacement Supplier in time for transition of all connections by the end of the Term.
MS-062	Transition at Exit – eSIM	For eSIM Devices, the Supplier shall support eSIM migration to the subscription manager of the Replacement Supplier.

8. ADDITIONAL SERVICES

The parties acknowledge that the Additional Services in this Paragraph 8 may be required by TfL at its option and TfL shall notify the Supplier of its decision to avail them in writing.

8.1 (Not used)

8.2 Secure Network Access

Req. ID	Name	Description
MS-064	Secure Network Access	The Supplier shall offer mobile security solutions suitable for TfL user and M2M Devices, including: <ul style="list-style-type: none"> (a) Device attack/malware protection; (b) secure VPN support; (c) Device access control; (d) Device location; and (e) remote Device lock and wipe.

8.3 (Not used)

8.4 Low Power Wide Area Network (LPWAN) Services

Req. ID	Name	Description
MS-066	LPWAN	The Supplier shall offer Low Power Wide Area Network (LPWAN) services suitable for large-scale, low power and low data M2M communications.

8.5 Support Desk Integration

Req. ID	Name	Description
MS-067	Support Desk Integration	The Supplier shall, on TfL's request, offer direct B2B integration between the Supplier's Support Desk and the then-applicable TfL service desk solution, to include: <ul style="list-style-type: none"> (a) raising and tracking Incidents; and (b) raising and tracking orders.

8.6 **(Not used)**

8.7 **(Not used)**

9. **PRODUCT TERMS**

9.1 The provision of Additional Services may be subject to additional terms and conditions ("**Product Terms**") provided that:

9.1.1 the Product Terms will be clearly communicated to TfL in writing for review and acceptance as part of the ordering process;

9.1.2 upon acceptance by TfL the Product Terms will be incorporated into this Agreement and will only apply in respect of the applicable Additional Services ordered; and

9.1.3 in the event of any conflict between the Product Terms and any other terms of this Agreement, the latter shall prevail.

APPENDIX 1 KEY LOCATIONS

Main Offices

Building	Address	Postcode
Palestra	Palestra House, 197 Blackfriars Road, London SE1 8NJ	SE1 8NJ
Pier Walk	14 Pier Walk, North Greenwich, London SE10 0ES	SE10 0ES
Stratford	5 Endeavour Square, London, E20 1JN	E20 1JN

Operational Facilities Buildings

Building	Address	Postcode
Pelham Street Trackside Portacabins	Rear of 63–81 Pelham Street, SW7 2NJ	SW7 2NJ
Griffin Rooms	49 Pelham Street, London, SW7 2NJ	SW7 2NJ
Electra House	Brixton Stn, Brixton Rd SW9 8HE	SW9 8HE
Lambeth North Offices	110 Westminster Bridge Rd SE1 7XG	SE1 7XG
Holly/Sarah House	214–218 High Rd N15 4NP	N15 4NP
South London House	70–72 London Rd SE1 6LW	SE1 6LW
Betjemen House	Quainton Street, off Neasden Lane, London, NW10 1PH	W10 1PH
Betjemen House Simulator	Quainton Street, off Neasden Lane, London, NW10 1PH	W10 1PH
Klondyke House	Quainton Street, off Neasden Lane, London, NW10 1PH	W10 1PH
Leyton Signals/Track Office	Westdown Road E15 2DA	E15 2DA
Leyton Training Centre	Westdown Road E15 2DA	E15 2DA
White City Sidings Booking Offices	8 Wood Lane W12 7BF	W12 7BF
Stratford Training Centre	Stratford Market Depot, Burford Road, Stratford, E15 2SP	E15 2SP
Trackside House	Stratford Market Depot, Burford Road, Stratford, E15 2SP	E15 2SP
Stratford CCTV Cabin	Stratford Market Depot, Burford Road, Stratford, E15 2SP	E15 2SP
Stratford Security Lodge	Stratford Market Depot, Burford Road, Stratford, E15 2SP	E15 2SP
Osborne House SCC	Northumberland Park Depot, Marsh Lane N17 OXE	N17 OXE
Hammersmith SCC	Trussley Road, Hammersmith, London W6	W6
Barking Track & Signals	Wakering Road, Barking, Essex IG11	IG11
West Kensington Track & Signals	Beaumont Avenue, London, W14 9LP	W14 9LP
Rickmansworth Area Track Centre	Station Approach, Rickmansworth, Hertfordshire, WD3 1QY	WD3 1QY
Pinner P-Way Cabin (cleaning only)	Pinner Station, Station Approach, Pinner, Middx, HA5 5LZ	HA5 5LZ
REW	130 Bollo Lane W3 8BZ	W3 8BZ
AC02a	130 Bollo Lane W3 8BZ	W3 8BZ
AC20	131 Bollo Lane W3 8BZ	W3 8BZ
AC20a	132 Bollo Lane W3 8BZ	W3 8BZ
AC06	130 Bollo Lane W3 8BZ	W3 8BZ
AC08 (cleaning only)	131 Bollo Lane W3 8BZ	W3 8BZ
AC10 (cleaning only)	130 Bollo Lane W3 8BZ	W3 8BZ
AC11 Skills Academy	123 Gunnersbury Way W3 8HL	W3 8HL
Haynes House	123 Gunnersbury Way W3 8HL	W3 8HL
Wilson House	123 Gunnersbury Way W3 8HL	W3 8HL
Portacabin E	123 Gunnersbury Way W3 8HL	W3 8HL
Portacabin F	123 Gunnersbury Way W3 8HL	W3 8HL
Acton Track office (cleaning only)	123 Gunnersbury Way W3 8HL	W3 8HL
AC12 Signal Stores	130 Bollo Lane W3 8BZ	W3 8BZ
AC13 Storage Container Compound	130 Bollo Lane W3 8BZ	W3 8BZ
AC 14 Choc Stores & Barn	130 Bollo Lane W3 8BZ	W3 8BZ
AC 15 Cable Store	130 Bollo Lane W3 8BZ	W3 8BZ
AC19 Signal House	130 Bollo Lane W3 8BZ	W3 8BZ
AC 21 London Buses	130 Bollo Lane W3 8BZ	W3 8BZ
AC 26	130 Bollo Lane W3 8BZ	W3 8BZ
AC 27	130 Bollo Lane W3 8BZ	W3 8BZ
AC 29 Workshop	130 Bollo Lane W3 8BZ	W3 8BZ
AC 40 Mini Workshop	130 Bollo Lane W3 8BZ	W3 8BZ
Powerlink Training Centre	130 Bollo Lane W3 8BZ	W3 8BZ
Test House	5 Museum Way W3 9BQ	W3 9BQ
Maxwell House	4 Museum Way W3 9BQ	W3 9BQ
Blake Hall	3 Museum Way W3 9BQ	W3 9BQ
Material Store Cow Shed	3 Museum Way W3 9BQ	W3 9BQ

Building	Address	Postcode
Hearne House	3 Museum Way W3 9BQ	W3 9BQ
Metroland House Rickmansworth TCA	Station Approach, Rickmansworth, Hertfordshire, WD3 1QY	WD3 1QY
Power House Loughton TCA	Power House, Roding Road, Loughton, IG10 3ED	IG10 3ED
Hammersmith TCA	26–28 Hammersmith Grove, London W6	W6
Hammersmith TCA Simulator	26–28 Hammersmith Grove, London W6	W6
Hainault TCA	New North Road, Ilford, Essex, IG6 3BD	IG6 3BD
Harrow on the Hill TCA	Station Approach, Harrow, Middlesex, HA1 1BB	HA1 1BB
Calverley House Upminster TCA	Station Road, Upminster, Essex, RM14 2TD	RM14 2TD
Upminster TCA Simulator	Station Road, Upminster, Essex, RM14 2TD	RM14 2TD
Barking TCA	Roding House, Cambridge Road, Barking, Essex IG11 8NL	IG11 8NL
Long Acre	139 Long Acre, London, WC2E 9AD	WC2E 9AD
Tufnell Park	Units 7&8, Bush Industrial Estate, Station Road, Tufnell Park, London N19	N19
Greenwich Generating Station	Old Woolwich Road, Greenwich, London SE10 9NY	E10 9NY
Tunnel Underground Construction Academy (TUCA)	Lugg Approach, Ilford, London E12 5LN	E12 5LN
Cody Road Materials Management	Cody Road, London, E16 4SR	E16 4SR
LBD 00-WHOLE ESTATE		
LBD 01-Locomotive shed Workshops	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 02-Main Building – MIS compound TDU & MIS offices	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 03-Transplant House	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 04-Main Building – Machine shop calibration & offices	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 05-P6 Portacabin (workshops TP vents)	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 06a-Points & crossings portacabin Workshops	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 06-Workshops, Points & crossings, Carpenters building	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 07-Transplant Operations	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 08-P1 Portacabin	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 09/02b-Machine shop calibration & offices Mezzanine Area	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 09-Main Building – Plant services	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 10-Vent Store	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 11-Work Shop Barn (Machine shop calibration and offices)	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 12-Main Building – MIS Holding Area	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 13-Roadways & common areas	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 15-Storage containers	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 16-Fleet twin modular building (PNC cabins)	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 17-Shunters cabin	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 18-Main Building – Every Journey Matters	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 19-Main Building – Staff accommodation block, canteen & meeting rooms	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 20-Main Building – Disused area (First Floor only)	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 21-Vinci office, workshop	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 22-Main Building – Basement Section 12 Stores	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 23-Main Building – Basement Lubrication Office	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 24-Main Building – Basement Furniture Store	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 25-Main Building – TDU Stores	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 26-Main Building – Disused Area, Morson Old Office	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 27-Main Building – Trolley Stores & Track Workshop New Stores	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 28-Profile Shop	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 29-Plant Storage	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 30-Main Building – MIS Locker Rooms	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD-Basement Boiler Room	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD-Main Building – External	Beaumont Avenue, London, W14 9LP	W14 9LP

Building	Address	Postcode
LBD-Main Building – Pump Room	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD-Security Hut (Beaumont Ave)	Beaumont Avenue, London, W14 9LP	W14 9LP

Bus Garages

Garage	Address	Postcode
Alperton	330 Ealing Road, Alperton, Wembley, Middlesex HA0 4LL	HA0 4LL
Ash Grove	Mare Street, Hackney, London E8 4RH	E8 4RH
Barking (AL)	638 Ripple Road, Barking, Essex IG11 0ST	IG11 0ST
Barking (EL)	205 Longbridge Rd, Barking, Essex IG11 8UE	IG11 8UE
Barking, River Road (BT)	51–53 River Road, Barking, Essex IG11 0SW	IG11 0SW
Battersea	Silverthorne Road, Battersea, London SW8 3HE	SW8 3HE
Beddington	Unit 10, Beddington Cross, Beddington Farm Rd, Croydon, Surrey CR0 4XH	CR0 4XH
Bexleyheath	Erith Road, Bexleyheath, Kent DA7 6BX	DA7 6BX
Bow	Fairfield Road, Bow, London E3 2QP	E3 2QP
Brentford	Armchair House, Commerce Way, Brentford, Middlesex TW8 8LZ	TW8 8LZ
Brixton	Streatham Hill, London SW2 4TB	SW2 4TB
Bromley	111 Hastings Road, Bromley, Kent BR2 8NH	BR2 8NH
Camberwell	Warner Road, Camberwell, London SE5 9LU	SE5 9LU
Catford	Bromley Road, Catford, London SE6 2XA	SE6 2XA
Clapton	Bohemia Place, Mare Street, Hackney, London E8 1DU	E8 1DU
Cricklewood	329 Edgware Road, Cricklewood, London NW2 6JP	NW2 6JP
Croydon	134 Beddington Lane, Croydon, Surrey CR9 4ND	CR9 4ND
Edgware (ML)	Approach Road, Edgware, Middlesex HA8 7AN	HA8 7AN
Edmonton	Lea Valley Trading Estate, Angel Road, Edmonton, London N18 3HR	N18 3HR
Enfield	Southbury Road, Enfield, Middlesex EN3 4HX	EN3 4HX
Epsom	Blenheim Road, Longmead Estate, Epsom, Surrey KT19 9AF	KT19 9AF
Erith	185 Manor Road, London DA8 2AD	DA8 2AD
Fulwell	Wellington Road, Twickenham, Middlesex TW2 5NX	TW2 5NX
Grays	Europa Park, London Road, West Thurrock, Grays, Essex RM20 4DB	RM20 4DB
Greenford	Greenford Road, Greenford, Middlesex UB6 9AP	UB6 9AP
Harrow Weald	467 High Road, Harrow Weald, Middlesex HA3 6EJ	HA3 6EJ
Hatfield	Uno, Gypsy Moth Avenue, Hatfield, Hertfordshire AL10 9BS	AL10 9BS
Henley Road	Factory Road, London E16 2EL	E16 2EL
Holloway	37a Pemberton Gardens, London N19 5RR	N19 5RR
Hounslow	Kingsley Road, Hounslow, Middlesex TW3 1PA	TW3 1PA
Hounslow Heath	Unit C1, Tamian Way, Green Lane, Hounslow, Middlesex TW4 6BL	TW4 6BL
Kangley Bridge Road	Bromley Road, Catford, London SE6 2XA	SE6 2XA
King's Cross	1 Freight Lane, London N1 0FF	N1 0FF
Lampton	27a Spring Grove Road Hounslow Middlesex TW3 4BE	TW3 4BE
Lea Interchange	151 Ruckholt Road, Leyton, London E10 5PB	E10 5PB
Leyton	High Road, Leyton, London E10 6AD	E10 6AD
Merton	High Street, Colliers Wood, London SW19 1DN	SW19 1DN
Morden Wharf	1 Morden Wharf Road Greenwich London SE10 ONU	SE10 ONU
New Cross	208 New Cross Road, London SE14 5UH	SE14 5UH
Northumberland Park	Marsh Lane, Northumberland Park, Tottenham, London N17 0XB	N17 0XB
Norwood	Ernest Avenue, West Norwood, London SE27 0DQ	SE27 0DQ
Orpington	Farnborough Hill, Orpington, Kent BR6 6DA	BR6 6DA
Palmers Green	Regents Avenue, Palmers Green, London N13 5UR	N13 5UR
Park Royal	Atlas Road, London NW10 6DN	NW10 6DN
Peckham	Blackpool Road, Peckham, London SE15 3SE	SE15 3SE
Perivale	Alperton Lane, Greenford, Middlesex UB6 8AA	UB6 8AA
Plumstead	Pettman Crescent, Plumstead, London SE28 0BJ	SE28 0BJ
Potters Bar	High Street, Potters Bar, Herts EN6 5BE	EN6 5BE
Putney	Chelverton Road, Putney, London SW15 1RN	SW15 1RN
Rainham (EL)	Unit 2, Albright Industrial Estate, Ferry Lane, Rainham, Essex RM13 9BU	RM13 9BU
Romford	North Street, Romford, Essex RM1 1DS	RM1 1DS
Shepherd's Bush	Wells Road, Shepherd's Bush, London W12 8DA	W12 8DA
Silvertown	Factory Road, Silvertown, London E16 2EW	E16 2EW
South Croydon	Brighton Road, Croydon, Surrey CR2 6EL	CR2 6EL
South Mimms Garage	Deards House, St Albans Road, South Mimms Service Area, Potters Bar, Herts EN6 3NE	EN6 3NE
Southall	Armstrong Way, Great Western Park, Southall, Middlesex UB2 4SD	UB2 4SD
Stamford Brook	74 Chiswick High Road, London W4 1SY	W4 1SY
Stockwell	Binfield Road, London SW4 6ST	SW4 6ST
Sutton	Bushey Road, Sutton, Surrey SM1 1QJ	SM1 1QJ
Thornton Heath	719 London Road, Thornton Heath, Surrey CR7 6AU	CR7 6AU

Garage	Address	Postcode
Tolworth	Kingston Road, Surbiton, Surrey KT5 9NU	KT5 9NU
Tolworth	Blenheim Road, Longmead Estate, Epsom, Surrey KT19 9AF	KT19 9AF
Tottenham	Phillip Lane, Tottenham, London N15 4JB	N15 4JB
Tottenham	Leeside Road, Tottenham, London N17 0SG	N17 0SG
Twickenham	Stanley Road, Twickenham, Middlesex TW2 5NP	TW2 5NP
Uxbridge	Bakers Court, Bakers Road, Uxbridge, Middlesex UB8 1RJ	UB8 1RJ
Walthamstow Stadium	2 Walthamstow Avenue, Walthamstow, London E4 8ST	E4 8ST
Walworth	301 Camberwell New Road, London, SE5 0TF	SE5 0TF
Wandsworth	25 Jews Road, Wandsworth, London SW18 1TB	SW18 1TB
Waterloo	6 Cornwall Road, Waterloo, London SE1 8TE	SE1 8TE
Waterside Way	Waterside Way, Off Plough Lane, London SW17 0HB	SW17 0HB
West Ham	Stephenson Street, Canning Town, London E16 4SA	E16 4SA
West Harrow	331a Pinner Road, West Harrow, Middlesex HA1 4HH	HA1 4HH
West Perivale	Unit 12, Perivale Industrial Estate, Horsenden Lane South, Greenford, Middlesex UB6 7RL	UB6 7RL
Westbourne Park	Great Western Road, London W9 3NW	W9 3NW
Willesden	287 High Road, Willesden, London NW10 2JY	NW10 2JY
Willesden Junction	Station Road, Willesden Junction, London NW10 4XB	NW10 4XB
Wood Green	Wood Green Garage, High Road, Wood Green, London N22 7TZ	N22 7TZ

London Stations

Station	OS X	OS Y	Latitude	Longitude	Postcode
Abbey Road	539081	183352	51.53195	0.003723	E15 3NB
Abbey Wood	547297	179002	51.49078	0.120272	SE2 9RH
Acton Central	520613	180299	51.50876	-0.26343	W3 6BH
Acton Main Line	520296	181196	51.51689	-0.26769	W3 9EH
Acton Town	519457	179639	51.50307	-0.2803	W3 8HN
Addington Village	537082	163744	51.35624	-0.03267	CR0 5AR
Addiscombe	534190	166290	51.37981	-0.07321	CR0 7AA
Albany Park	547903	172902	51.43582	0.126445	DA5 3HP
Aldgate	533629	181246	51.51434	-0.07563	EC3N 1AH
Aldgate East	533809	181333	51.51508	-0.073	E1 7PT
Alexandra Palace	530300	190498	51.59826	-0.12015	N22 7ST
All Saints	538012	180933	51.51048	-0.01262	E14 0EH
Alperton	518025	183849	51.54121	-0.29952	HA0 4LL
Amersham	496454	198181	51.67413	-0.60651	HP6 5AZ
Ampere Way	530674	166476	51.3823	-0.12364	CR0 3JX
Anerley	534656	169942	51.41252	-0.06514	SE20 8PY
Angel	531497	183263	51.53297	-0.10558	N1 8XB
Angel Road	535204	192202	51.61242	-0.04873	N18 3AY
Archway	529356	186827	51.56549	-0.13512	N19 5RQ
Arena	535192	167620	51.39152	-0.05832	SE25 4RY
Arnos Grove	529271	192471	51.61623	-0.13427	N11 1AN
Arsenal	531429	186107	51.55854	-0.1055	N5 1LP
Avenue Road	535764	169335	51.4068	-0.04945	BR3 4NJ
Baker Street	527965	182078	51.52313	-0.1569	NW1 5LA
Balham	528482	173195	51.44318	-0.15269	SW12 9SG
Bank	532704	181111	51.51335	-0.089	EC3V 3LA
Banstead	524590	160426	51.32929	-0.21313	SM7 1RB
Barbican	532079	181859	51.52022	-0.09772	EC1A 4JA
Barking	544405	184343	51.53952	0.080832	IG11 8TU
Barkingside	544788	189510	51.58585	0.088477	IG6 1NB
Barnehurst	550206	176193	51.46478	0.160948	DA7 6HQ
Barnes	522209	175705	51.46713	-0.24203	SW13 0LW
Barnes Bridge	521478	176255	51.47223	-0.25236	SW13 0NR
Barons Court	524133	178322	51.49023	-0.21343	W14 9DP
Battersea Park	528703	176999	51.47732	-0.14812	SW8 4NB
Battersea Power Station	529122	177252	51.4795	-0.142	SW11 8AL
Bayswater	525845	180799	51.51211	-0.1879	W2 4QH
Beckenham Hill	538002	171379	51.42463	-0.0165	SE6 3NU
Beckenham Junction	537403	169840	51.41094	-0.0257	BR3 1HY
Beckenham Road	536177	169650	51.40953	-0.04339	BR3 4RR
Beckton	543145	181509	51.51438	0.061525	E6 5NT
Beckton Park	542697	180887	51.5089	0.054822	E6 5NE
Becontree	547598	184442	51.53959	0.12688	RM9 4TP
Beddington Lane	529367	167215	51.38924	-0.14214	CR0 4TF

Station	OS X	OS Y	Latitude	Longitude	Postcode
Belgrave Walk	526805	168455	51.40096	-0.1785	CR4 4NY
Bellingham	537702	172399	51.43386	-0.02041	SE6 3BT
Belmont	525500	162098	51.34412	-0.19949	SM2 6BH
Belsize Park	527399	185075	51.55019	-0.16397	NW3 2AL
Belvedere	549498	179197	51.49196	0.152034	DA17 6JW
Bermondsey	534461	179445	51.49796	-0.06433	SE16 4RX
Berrylands	519728	168040	51.39877	-0.28032	KT5 8LT
Bethnal Green	534995	182712	51.52719	-0.05539	E2 0ET
Bethnal Green Rail	534683	182380	51.52428	-0.06001	E2 6JL
Bexley	549399	173502	51.44081	0.148204	DA5 1AQ
Bexleyheath	548294	176000	51.46355	0.133363	DA7 4AA
Bickley	542304	168799	51.40038	0.044304	BR1 2EB
Birkbeck	535297	168996	51.40386	-0.05629	BR3 4TA
Blackfriars	531738	180890	51.51159	-0.103	EC4V 4DD
Blackheath	539604	175961	51.46541	0.008337	SE3 9LE
Blackhorse Lane	534362	166844	51.38475	-0.07053	CR0 6NL
Blackhorse Road	535914	189256	51.58578	-0.03963	E17 6JJ
Blackwall	538394	180649	51.50783	-0.00724	E14 9QB
Bond Street	528497	181053	51.5138	-0.14961	W1C 2HU
Borough	532379	179734	51.50105	-0.0942	SE1 1JX
Boston Manor	516391	178755	51.49577	-0.32475	TW8 9LQ
Bounds Green	529996	191466	51.60703	-0.12418	N11 2EU
Bow Church	537414	182824	51.52762	-0.0205	E3 3AA
Bow Road	537148	182753	51.52704	-0.02436	E3 4DH
Bowes Park	530299	191498	51.60725	-0.11979	N22 8NL
Brent Cross	523905	187927	51.5766	-0.21334	NW11 9UA
Brentford	517462	177864	51.48754	-0.30962	TW8 9LF
Brentwood	559321	193036	51.61361	0.299673	CM14 4EW
Brimsdon	536297	196997	51.65524	-0.03109	EN3 7NA
Brixton	531076	175437	51.46274	-0.11455	SW9 8HE
Brockley	536405	175801	51.46475	-0.03775	SE4 2RW
Bromley North	540395	169699	51.40894	0.017235	BR1 3NN
Bromley South	540431	168705	51.4	0.01736	BR1 1LX
Bromley-by-Bow	538034	182532	51.52484	-0.01168	E3 3BT
Brondebury	524718	184460	51.54526	-0.20284	NW6 7QL
Brondebury Park	524202	183898	51.54033	-0.21047	NW6 6RP
Broxbourne	537407	207240	51.74702	-0.01102	EN10 7AW
Bruce Grove	533758	190115	51.59401	-0.0704	N17 8AD
Buckhurst Hill	541768	193957	51.62658	0.046713	IG9 5ET
Burnham	494007	181378	51.5235	-0.64639	SL1 6JT
Burnt Oak	520303	190728	51.60255	-0.26433	HA8 0LA
Bush Hill Park	533696	195396	51.64148	-0.06928	EN1 1BA
Bushey	511860	195318	51.64554	-0.38472	WD19 4ST
Caledonian Road	530568	184899	51.54789	-0.11836	N7 9BA
Caledonian Road and Barnsbury	530800	184393	51.54328	-0.1152	N1 0SL
Cambridge Heath	534855	183250	51.53206	-0.0572	E2 7NA
Camden Road	529140	184191	51.54185	-0.1392	NW1 9LQ
Camden Town	528920	183976	51.53997	-0.14245	NW1 8NH
Canada Water	535399	179493	51.49817	-0.05081	SE16 7BB
Canary Wharf	537558	180153	51.50358	-0.01947	E14 4QS
Canning Town	539454	181350	51.51387	0.008306	E16 1DQ
Cannon Street	532623	180888	51.51136	-0.09025	EC4N 6AP
Canonbury	532355	184979	51.54819	-0.09257	N1 2PG
Canons Park	518208	191246	51.60765	-0.29439	HA8 6RN
Carpenders Park	511826	193386	51.62819	-0.38583	WD19 7DT
Carshalton	527737	164858	51.36843	-0.1664	SM5 2HT
Carshalton Beeches	527552	163625	51.35739	-0.1695	SM5 3LG
Castle Bar Park	515853	181770	51.52297	-0.3315	W7 1AY
Caterham	534099	155422	51.28216	-0.07861	CR3 6LB
Catford	537245	173544	51.44426	-0.02654	SE6 4XT
Catford Bridge	537363	173595	51.44469	-0.02482	SE6 4RE
Centrale	532067	165785	51.37577	-0.10389	CR0 1XT
Chadwell Heath	547646	187611	51.56805	0.128901	RM6 4BE
Chafford Hundred	558922	178770	51.48555	0.287476	RM16 6QQ
Chalfont and Latimer	499610	197550	51.66791	-0.56107	HP7 9PR
Chalk Farm	528126	184421	51.54415	-0.15373	NW3 2BP
Chancery Lane	531096	181642	51.51849	-0.11196	WC1V 6DR

Station	OS X	OS Y	Latitude	Longitude	Postcode
Charing Cross	530234	180492	51.50836	-0.1248	WC2N 5HS
Charlton	541108	178387	51.48684	0.030942	SE7 7AB
Cheam	524444	163334	51.35546	-0.21421	SM3 8RZ
Chelsfield	546944	164021	51.35626	0.108984	BR6 6EU
Chesham	496048	201650	51.70538	-0.61143	HP5 1DH
Cheshunt	536652	202307	51.70287	-0.02389	EN8 9AQ
Chessington North	518415	164168	51.36424	-0.30048	KT9 2RT
Chessington South	517974	163319	51.3567	-0.30709	KT9 2DD
Chigwell	543835	193045	51.61786	0.076179	IG7 6NT
Chingford	539173	194628	51.63325	0.009514	E4 6AL
Chipstead	527689	158275	51.30927	-0.16945	CR5 3TD
Chislehurst	543205	169405	51.4056	0.057492	BR7 5NN
Chiswick	520438	177182	51.48078	-0.26701	W4 2QE
Chiswick Park	520352	178692	51.49437	-0.26774	W4 5NE
Chorleywood	502596	196092	51.65427	-0.51833	WD3 5ND
Church Street	532041	165555	51.37371	-0.10435	CR0 1RN
City Thameslink	531688	181150	51.51393	-0.10362	EC4M 7JH
Clapham Common	529428	175291	51.4618	-0.13831	SW4 7AJ
Clapham High Street	529824	175709	51.46547	-0.13246	SW4 6DQ
Clapham Junction	527198	175520	51.46437	-0.17032	SW11 2QP
Clapham North	530003	175652	51.46492	-0.12991	SW4 7TS
Clapham South	528782	174259	51.45268	-0.14798	SW12 9DU
Clapton	534748	186531	51.56157	-0.05749	E5 9JP
Clock House	536367	169545	51.40854	-0.0407	BR3 4PR
Cockfosters	528087	196424	51.65202	-0.14992	EN4 0DZ
Colindale	521295	189937	51.59523	-0.25029	NW9 5HR
Colliers Wood	526831	170436	51.41876	-0.17742	SW19 2HR
Coombe Lane	535201	164089	51.35979	-0.05953	CR0 5RF
Coulsdon South	529869	159056	51.3158	-0.1379	CR5 3EA
Coulsdon Town	530098	159802	51.32245	-0.13435	CR5 2JA
Covent Garden	530242	180982	51.51276	-0.12451	WC2E 9JT
Crayford	551479	174424	51.44855	0.178503	DA1 3PY
Crews Hill	530973	200109	51.68447	-0.10684	EN2 8AY
Cricklewood	524009	185907	51.55842	-0.21255	NW2 1HL
Crofton Park	536517	174739	51.45518	-0.03655	SE4 2RA
Crossharbour and London Arena	537896	179301	51.49584	-0.01493	E14 8AD
Crouch Hill	530586	187508	51.57133	-0.11713	N4 4AU
Croxley	507921	195395	51.647	-0.4416	WD3 3DY
Crystal Palace	534120	170557	51.41817	-0.07261	SE19 2AZ
Custom House	540679	180911	51.50962	0.025773	E16 3BX
Cutty Sark for Maritime Greenwich	538240	177764	51.48194	-0.01058	SE10 9SW
Cyprus	543324	180863	51.50853	0.063841	E6 5PH
Dagenham Dock	548900	183000	51.52629	0.145031	RM9 6RA
Dagenham East	550284	185033	51.54419	0.165833	RM10 8AA
Dagenham Heathway	549035	184665	51.54121	0.14768	RM9 5AN
Dalston Junction	533580	184778	51.54609	-0.07499	E8 3DL
Dalston Kingsland	533487	185062	51.54867	-0.07623	E8 2JS
Debden	544275	196133	51.64549	0.083801	IG10 3TG
Denmark Hill	532697	176087	51.4682	-0.09099	SE5 8BB
Deptford	537165	177395	51.47889	-0.0262	SE8 3NU
Deptford Bridge	537466	176912	51.47448	-0.02205	SE10 8BU
Devons Road	537603	182233	51.52226	-0.01801	E3 3QX
Dollis Hill	522207	185132	51.55185	-0.2388	NW10 5NB
Drayton Green	516002	180998	51.516	-0.32961	W13 0JX
Drayton Park	531426	185499	51.55308	-0.10577	N5 1NT
Dundonald Road	524741	170233	51.4174	-0.20753	SW19 3QJ
Ealing Broadway	517920	180915	51.51486	-0.30201	W5 2NU
Ealing Common	518963	180426	51.51025	-0.28715	W5 3LD
Earls Court	525457	178480	51.49136	-0.19431	SW5 9QA
Earlsfield	526081	173030	51.44224	-0.18727	SW18 4SW
East Acton	521656	181159	51.51626	-0.24811	W12 0BP
East Croydon	532904	165801	51.37572	-0.09186	CR0 1LF
East Dulwich	533449	175375	51.46163	-0.08044	SE22 8EF
East Finchley	527242	189204	51.58733	-0.16474	N2 0NW
East Ham	542373	184255	51.53925	0.051516	E6 2JA
East India	538729	180753	51.50868	-0.00237	E14 9PS
East Putney	524387	174840	51.45888	-0.211	SW15 6SN

Station	OS X	OS Y	Latitude	Longitude	Postcode
Eastcote	511191	187627	51.57655	-0.39682	HA5 1QZ
Eden Park	537396	167598	51.3908	-0.02667	BR3 3HQ
Edgware	519527	192009	51.61423	-0.27509	HA8 7AW
Edgware Road (Bakerloo)	527026	181778	51.52065	-0.17054	W2 1DY
Edgware Road (Circle/District/Hammersmith and City)	527227	181711	51.52	-0.16767	NW1 5DH
Edmonton Green	534273	193590	51.62512	-0.06164	N9 9DX
Elephant and Castle	531940	179144	51.49585	-0.10074	SE1 6LW
Elm Park	552446	185647	51.54912	0.197253	RM12 4RW
Elmers End	535788	168389	51.39829	-0.04946	BR3 4EJ
Elmstead Woods	542247	170656	51.41708	0.044229	BR7 5EW
Elstree and Borehamwood	519098	196299	51.65288	-0.27983	WD6 3LS
Eltham	542690	174962	51.45566	0.052329	SE9 6UB
Elverson Road	537848	176243	51.46837	-0.01682	SE8 4LA
Embankment	530406	180380	51.50731	-0.12237	WC2N 6NS
Emerson Park	553971	187918	51.56912	0.220223	RM11 2JR
Enfield Chase	532181	196607	51.65272	-0.0907	EN2 7AA
Enfield Lock	536437	198737	51.67085	-0.02839	EN3 6BW
Enfield Town	532970	196544	51.65197	-0.07933	EN1 1YB
Epping	546197	201552	51.69369	0.113826	CM16 4HW
Epsom Downs	522805	159756	51.32366	-0.23897	KT17 4JX
Erith	551075	178096	51.48165	0.174261	DA8 1TY
Essex Road	532114	184132	51.54063	-0.09637	N1 2SU
Euston	529587	182735	51.52866	-0.1333	NW1 2DU
Euston Square	529587	182735	51.52866	-0.1333	NW1 2BN
Ewell East	522571	162152	51.34524	-0.2415	KT17 1QR
Ewell West	521473	162654	51.34999	-0.25709	KT17 1TU
Fairlop	544902	190655	51.59611	0.090593	IG6 3HD
Falconwood	544498	175394	51.45909	0.07851	SE9 2RN
Farringdon	531585	181844	51.5202	-0.10484	EC1M 6BY
Feltham	510601	173298	51.44788	-0.40982	TW13 4BY
Fenchurch Street	533434	180932	51.51157	-0.07855	EC3M 4AJ
Fieldway	537665	163212	51.35132	-0.0245	CR0 0QA
Finchley Central	525232	190664	51.6009	-0.19322	N3 2RY
Finchley Road	526293	184703	51.5471	-0.18005	NW6 3BS
Finchley Road and Frognal	526035	185033	51.55012	-0.18365	NW3 5HT
Finsbury Park	531385	186784	51.56464	-0.10588	N4 3JU
Forest Gate	540447	185322	51.54932	0.024189	E7 0QH
Forest Hill	535398	172943	51.43931	-0.05333	SE23 3HD
Fulham Broadway	525402	177244	51.48026	-0.19554	SW6 1BY
Fulwell	514832	171841	51.43394	-0.34944	TW2 5NY
Gallions Reach	543873	180935	51.50903	0.071775	E6 6FZ
Gants Hill	543266	188432	51.57655	0.066084	IG2 6UD
George Street	532432	165594	51.37397	-0.09872	CR0 1LA
Gidea Park	552941	189306	51.58187	0.205977	RM2 6BX
Gipsy Hill	533321	171237	51.42447	-0.08384	SE19 1PL
Gloucester Road	526196	178848	51.4945	-0.18354	SW7 4SF
Golders Green	525199	187471	51.57222	-0.19483	NW11 7RN
Goldhawk Road	523131	179616	51.50208	-0.2274	W12 8EG
Goodge Street	529505	181837	51.52061	-0.13481	W1T 2HF
Goodmayes	546462	187369	51.56618	0.11173	IG3 9UH
Gordon Hill	531889	197799	51.6635	-0.09447	EN2 0QU
Gospel Oak	528263	185677	51.55541	-0.1513	NW5 1LT
Grange Hill	544963	192590	51.61348	0.092273	IG7 5QB
Grange Park	531753	195472	51.64262	-0.09731	N21 1RE
Gravel Hill	536359	163536	51.35454	-0.04312	CR0 5BJ
Great Portland Street	528861	182174	51.52379	-0.14396	W1W 5PP
Green Park	529012	180283	51.50676	-0.14248	W1J 7BX
Greenford	514808	183861	51.54198	-0.34588	UB6 8PR
Greenwich	537956	177267	51.47755	-0.01486	SE10 8JQ
Grove Park	540702	172099	51.43043	0.022599	SE12 0PW
Gunnersbury	519843	178401	51.49186	-0.27516	W4 5RP
Hackbridge	528582	165929	51.37786	-0.15388	SM6 7BJ
Hackney Central	534922	184943	51.54726	-0.05559	E8 1LL
Hackney Downs	534598	185137	51.54908	-0.06019	E8 1LA
Hackney Wick	537036	184588	51.54356	-0.02526	E9 5ER
Hadley Wood	526197	198199	51.6684	-0.17658	EN4 0EJ
Haggerston	533560	183953	51.53868	-0.0756	E8 4DY

Station	OS X	OS Y	Latitude	Longitude	Postcode
Hainault	545124	191411	51.60285	0.094109	IG6 3BD
Hammersmith (District)	523474	178483	51.49182	-0.22286	W6 9YA
Hammersmith (Met.)	523346	178665	51.49348	-0.22464	W6 0ED
Hampstead	526408	185757	51.55654	-0.17801	NW3 1QG
Hampstead Heath	527344	185631	51.5552	-0.16457	NW3 2QD
Hampton	513299	169797	51.41588	-0.37214	TW12 2HU
Hampton Court	515376	168332	51.40229	-0.34276	KT8 9AE
Hampton Wick	517407	169752	51.41464	-0.3131	KT1 4DQ
Hanger Lane	518506	182621	51.53007	-0.293	W5 1DL
Hanwell	515426	180560	51.51219	-0.33805	W7 3EB
Harlesden	520952	183367	51.53626	-0.2575	NW10 8UT
Harold Wood	554858	190626	51.5932	0.234204	RM3 0BL
Harringay	531395	188200	51.57736	-0.10521	N4 1RW
Harringay Green Lanes	531880	188189	51.57715	-0.09822	N4 2NU
Harrington Road	535002	168535	51.39979	-0.0607	SE25 4NF
Harrow and Wealdstone	515486	189508	51.59259	-0.33425	HA3 7RF
Harrow-on-the-Hill	515329	188035	51.57939	-0.337	HA1 1BB
Hatch End	513024	191370	51.60983	-0.36918	HA5 5LZ
Hatton Cross	509614	175369	51.46668	-0.42338	TW6 3PF
Haydons Road	526012	171161	51.42546	-0.18893	SW19 8SL
Hayes	540003	165993	51.37574	0.010143	BR2 7EN
Hayes and Harlington	509717	179417	51.50305	-0.42064	UB3 4BX
Headstone Lane	513892	190574	51.6025	-0.35691	HA2 6NB
Heathrow Terminal 4	507939	174565	51.45978	-0.44773	TW6 3AA
Heathrow Terminal 5	504934	175642	51.47002	-0.49065	TW6 2GA
Heathrow Terminals 1 2 3	507587	175838	51.47129	-0.45241	TW6 1EB
Hendon	522143	188271	51.58007	-0.23863	NW4 4PT
Hendon Central	522959	188631	51.58313	-0.22673	NW4 3AS
Herne Hill	531934	174486	51.45399	-0.10256	SE24 0JW
Heron Quays	537386	180127	51.50339	-0.02195	E14 4JH
High Barnet	525027	196310	51.65169	-0.19417	EN5 5RP
High Street Kensington	525622	179527	51.50073	-0.19157	W8 5SA
Highams Park	538581	191841	51.60836	-0.00014	E4 9LA
Highbury and Islington	531562	184770	51.5465	-0.10408	N1 1SE
Highgate	528503	188158	51.57765	-0.14693	N6 5BH
Hillingdon	507567	185015	51.55378	-0.4499	UB10 9NR
Hither Green	538997	174497	51.4524	-0.00097	SE13 5NF
Holborn	530553	181488	51.51724	-0.11984	WC2B 6AA
Holland Park	524564	180215	51.50715	-0.20656	W11 3RB
Holloway Road	530930	185457	51.55282	-0.11294	N7 8HS
Homerton	536108	184901	51.5466	-0.03851	E9 5SD
Honor Oak Park	536002	174221	51.45065	-0.04415	SE23 3LE
Hornchurch	553931	186274	51.55436	0.218927	RM12 6LS
Hornsey	530911	189202	51.58647	-0.11182	N8 8SE
Hounslow	513902	174998	51.4625	-0.3618	TW3 3DL
Hounslow Central	513592	175928	51.47093	-0.36596	TW3 1JG
Hounslow East	514327	176254	51.47371	-0.35528	TW3 4AB
Hounslow West	512215	176140	51.47311	-0.38571	TW3 3DH
Hoxton	533582	183142	51.53139	-0.07559	E2 8HR
Hyde Park Corner	528330	179801	51.50258	-0.15247	SW1X 7LY
Ickenham	508127	185811	51.56082	-0.44158	UB10 8PD
Ilford	543501	186501	51.55914	0.068685	IG1 4DU
Imperial Wharf	526299	176674	51.47494	-0.18284	SW6 2HA
Island Gardens	538228	178432	51.48795	-0.01049	E14 3FA
Isleworth	515570	176430	51.47504	-0.33733	TW7 4BX
Iver	503729	179898	51.5085	-0.50674	SL0 9AU
Kenley	532400	160100	51.3246	-0.10122	CR8 5JA
Kennington	531660	178337	51.48866	-0.10507	SE11 4JQ
Kensal Green	523241	182784	51.53052	-0.22471	NW10 5JT
Kensal Rise	523501	183201	51.53421	-0.22082	NW10 3NT
Kensington (Olympia)	524324	179178	51.49788	-0.21038	W14 0NE
Kent House	535999	170000	51.41272	-0.04582	BR3 1JF
Kentish Town	529029	185096	51.55001	-0.14047	NW5 2AA
Kentish Town West	528603	184700	51.54655	-0.14676	NW5 3LD
Kenton	516833	188304	51.5815	-0.31522	HA3 0XS
Kew Bridge	518898	178172	51.49	-0.28885	TW8 0EF
Kew Gardens	519173	176708	51.47679	-0.28538	TW9 3PZ

Station	OS X	OS Y	Latitude	Longitude	Postcode
Kidbrooke	540999	175697	51.46269	0.0283	SE3 9NF
Kilburn	524589	184644	51.54694	-0.20463	NW6 7QL
Kilburn High Road	525553	183591	51.53727	-0.19111	NW6 7QL
Kilburn Park	525361	183349	51.53514	-0.19397	NW6 5AD
King George V	543231	180135	51.50201	0.062206	E16 2JF
King Henry's Drive	537978	162558	51.34536	-0.02026	CR0 0LH
King's Cross	530312	182991	51.5308	-0.12276	N1 9AL
Kings Cross St. Pancras	530236	182935	51.53031	-0.12387	N1 9AL
Kingsbury	519361	188739	51.58488	-0.2786	NW9 9EG
Kingston	518244	169549	51.41264	-0.30114	KT1 1UJ
Kingswood	524816	156585	51.29472	-0.21123	KT20 6EN
Knightsbridge	527765	179650	51.50135	-0.16066	SW3 1ED
Knockholt	548499	162896	51.34575	0.130831	TN14 7HR
Ladbroke Grove	524284	181328	51.51721	-0.2102	W10 6HJ
Ladywell	537716	174884	51.45619	-0.01924	SE13 7XB
Lambeth North	531165	179489	51.49913	-0.11177	SE1 7XG
Lancaster Gate	526711	180796	51.51189	-0.17543	W2 4QH
Langdon Park	537807	181863	51.51888	-0.01521	E14 6NW
Langley	501299	179800	51.50806	-0.54177	SL3 6DB
Latimer Road	523789	180954	51.51396	-0.21746	W10 6SZ
Lea Bridge	536175	187133	51.56664	-0.03668	E10 7PG
Lebanon Road	533385	165756	51.3752	-0.08497	CR0 6SF
Lee	540002	174197	51.44946	0.013365	SE12 9JG
Leicester Square	529987	180812	51.51129	-0.12824	WC2H 0AP
Lewisham	538163	175863	51.46488	-0.01243	SE13 7RY
Leyton	538295	186244	51.55813	-0.00647	E10 5PS
Leyton Midland Road	538150	187490	51.56936	-0.00807	E10 6JT
Leytonstone	539345	187429	51.56852	0.00914	E11 1HE
Leytonstone High Road	539298	186903	51.56381	0.008254	E11 4RE
Limehouse	536150	181087	51.51231	-0.03938	E14 7JD
Liverpool Street	533160	181596	51.5176	-0.08225	EC2M 7PR
Lloyd Park	533711	164549	51.36428	-0.08075	CR0 5RA
London Bridge	532937	180152	51.50467	-0.08601	SE1 2SW
London City Airport	542231	180294	51.50369	0.047873	E16 2DS
London Fields	534795	184212	51.54072	-0.0577	E8 3PH
Loughborough Junction	531902	175897	51.46668	-0.1025	SW9 8SA
Loughton	542314	195641	51.64157	0.055279	IG10 4PD
Lower Sydenham	536831	171372	51.42485	-0.03333	SE26 5AU
Maida Vale	525967	182792	51.52999	-0.18543	W9 1JS
Maidenhead	488724	180745	51.51867	-0.72267	SL6 1EW
Malden Manor	521101	166497	51.38461	-0.26112	KT3 5PN
Manor House	532074	187482	51.57075	-0.09568	N4 1BZ
Manor Park	541929	185757	51.55285	0.045724	E12 5EP
Mansion House	532347	180962	51.51209	-0.0942	EC4N 6JD
Marble Arch	527875	181056	51.51397	-0.15857	W1C 2JS
Maryland	539175	184881	51.54567	0.005682	E15 1SA
Marylebone	527510	181985	51.5224	-0.16349	NW1 6JJ
Maze Hill	539194	177909	51.48301	0.003205	SE10 9XG
Meridian Water	535062	191741	51.60831	-0.05096	N18 3HF
Merton Park	525182	169798	51.41339	-0.20134	SW19 3HA
Mile End	536577	182545	51.52531	-0.03267	E3 4DH
Mill Hill Broadway	521300	191900	51.61287	-0.24954	NW7 2JU
Mill Hill East	524057	191460	51.60832	-0.2099	NW7 1BS
Mitcham	527345	168082	51.39749	-0.17087	CR4 4BD
Mitcham Eastfields	528488	169323	51.40838	-0.154	CR4 2ND
Mitcham Junction	528292	167611	51.39304	-0.15744	CR4 4HN
Monument	532907	180814	51.51063	-0.08619	EC4R 9AA
Moor Park	508563	193509	51.62993	-0.43291	HA6 2JQ
Moorgate	532688	181677	51.51844	-0.08902	EC2M 6TX
Morden	525664	168563	51.40219	-0.19485	SM4 5AZ
Morden Road	525788	169310	51.40887	-0.19281	SW19 3BX
Morden South	525301	167900	51.39631	-0.2003	SM4 5AN
Mornington Crescent	529193	183359	51.53436	-0.13874	NW1 2JA
Mortlake	520458	175779	51.46817	-0.2672	SW14 8LN
Motspur Park	522581	167724	51.39532	-0.23944	KT3 6JJ
Mottingham	542600	173197	51.43983	0.050324	SE9 4EN
Mudchute	537908	178789	51.49124	-0.01496	E14 9UW

Station	OS X	OS Y	Latitude	Longitude	Postcode
Neasden	521415	185422	51.55463	-0.25012	NW10 1PH
New Addington	538187	162255	51.34259	-0.01738	CR0 0DE
New Barnet	526502	195996	51.64854	-0.17297	EN5 1QT
New Beckenham	536718	170463	51.41671	-0.0353	BR3 1QW
New Cross	536750	177110	51.47643	-0.03228	SE14 6LD
New Cross Gate	536250	176967	51.47526	-0.03953	SE14 6AR
New Eltham	544005	172999	51.43769	0.070445	SE9 2AB
New Malden	521392	168612	51.40356	-0.25622	KT3 4PX
New Southgate	528672	192218	51.61409	-0.14301	N11 1QH
Newbury Park	544947	188378	51.57564	0.090303	IG2 7RN
Nine Elms	530058	177332	51.48	-0.1285	SW8 2NA
Norbiton	519424	169495	51.41191	-0.2842	KT2 7AZ
Norbury	530650	169690	51.41119	-0.1228	SW16 3RW
North Acton	520831	181937	51.52343	-0.25973	W3 6UP
North Dulwich	532950	174567	51.45448	-0.08792	SE21 7BX
North Ealing	518816	181243	51.51762	-0.28899	W5 3AF
North Greenwich	539168	179827	51.50026	0.003586	SE10 0PH
North Harrow	513540	188578	51.58463	-0.36263	HA2 7SR
North Sheen	519132	175442	51.46542	-0.2864	TW9 4QA
North Wembley	517663	186198	51.5624	-0.30395	HA0 3NT
Northfields	517051	179296	51.50049	-0.31506	W13 9QU
Northolt	513228	184519	51.54821	-0.36844	UB5 4AA
Northolt Park	513829	185579	51.55762	-0.35943	UB5 4XE
Northumberland Park	534861	191035	51.60202	-0.05413	N17 0HY
Northwick Park	516634	187967	51.57851	-0.3182	HA3 0AT
Northwood	509236	191441	51.61121	-0.42384	HA6 2XL
Northwood Hills	510267	190305	51.6008	-0.40931	HA6 1NZ
Norwood Junction	534001	168193	51.39695	-0.07521	SE25 5AG
Notting Hill Gate	525296	180481	51.50938	-0.19592	W11 3HT
Nunhead	535293	175975	51.46658	-0.05368	SE15 3XE
Oakleigh Park	527001	194800	51.63768	-0.16619	EN5 1BU
Oakwood	529349	195968	51.64764	-0.13185	N14 4UT
Ockendon	559004	182828	51.52199	0.290483	RM15 6PD
Old Street	532764	182474	51.52558	-0.08762	EC1V 9NR
Orpington	545500	165900	51.37352	0.089029	BR6 0SX
Osterley	514529	177094	51.48122	-0.3521	TW7 4PU
Oval	531108	177516	51.48141	-0.11332	SE11 4PP
Oxford Circus	529102	181227	51.51522	-0.14084	W1C 2JS
Paddington	526680	181185	51.51539	-0.17574	W2 1RH
Palmers Green	530925	192798	51.61879	-0.11027	N13 4PN
Park Royal	519074	182274	51.52683	-0.28493	W5 3EL
Parsons Green	525029	176645	51.47496	-0.20112	SW6 4HU
Peckham Rye	534152	176271	51.46951	-0.06998	SE15 5DQ
Penge East	535374	170791	51.41998	-0.0545	SE20 7BQ
Penge West	534952	170567	51.41806	-0.06065	SE20 8NU
Perivale	516404	183270	51.53634	-0.32307	UB6 7NP
Petts Wood	544440	167548	51.3886	0.07448	BR5 1LZ
Phipps Bridge	526534	168717	51.40338	-0.1823	CR4 3QN
Piccadilly Circus	529612	180625	51.5097	-0.13371	W1J 9HS
Pimlico	529711	178386	51.48955	-0.13311	SW1V 2JA
Pinner	512233	189409	51.59236	-0.38122	HA5 5LZ
Plaistow	540058	183305	51.53129	0.017781	E13 0DY
Plumstead	544803	178820	51.48979	0.0843	SE18 7EA
Ponders End	536097	195599	51.64273	-0.03453	EN3 4LA
Pontoon Dock	541226	180102	51.50222	0.033326	E16 2SB
Poplar	537698	180603	51.50759	-0.01728	E14 0DS
Preston Road	518260	187292	51.5721	-0.29497	HA3 0PS
Prince Regent	541215	180905	51.50943	0.033489	E16 3HE
Pudding Mill Lane	537930	183585	51.53433	-0.01277	E15 2PH
Purfleet	555417	178174	51.48117	0.236775	RM16 1PL
Purley	531500	161497	51.33736	-0.11361	CR8 2AP
Purley Oaks	532503	162594	51.34699	-0.09882	CR2 0ND
Putney	523992	175061	51.46095	-0.2166	SW15 1RT
Putney Bridge	524476	175842	51.46786	-0.20937	SW6 3UH
Queens Park	524612	183239	51.53431	-0.2048	NW6 6HJ
Queens Road Peckham	535015	176825	51.47428	-0.05735	SE15 2JR
Queensbury	518802	189728	51.59388	-0.28633	HA8 5NP

Station	OS X	OS Y	Latitude	Longitude	Postcode
Queenstown Road	528763	176738	51.47496	-0.14736	SW8 3RX
Queensway	525883	180615	51.51045	-0.18742	W2 4SS
Rainham	552097	182099	51.51734	0.190692	RM13 9YH
Ravensbourne	538699	170201	51.41387	-0.00694	BR3 5HE
Ravenscourt Park	522558	178711	51.49407	-0.23597	W6 0UG
Rayners Lane	512979	187538	51.5754	-0.37106	HA5 5EG
Raynes Park	523206	169303	51.40937	-0.22991	SW20 8NE
Reading	471527	173813	51.45878	-0.97188	RG1 1LZ
Rectory Road	534001	186199	51.55876	-0.06839	N16 7QB
Redbridge	541833	188371	51.57637	0.045394	IG4 5BG
Reedham	530835	160821	51.33144	-0.1234	CR8 2DG
Reeves Corner	531895	165726	51.37528	-0.10638	CR0 1XP
Regents Park	528765	182174	51.52381	-0.14534	NW1 5HA
Richmond	518072	175174	51.46323	-0.30174	TW9 2AZ
Rickmansworth	505717	194605	51.64032	-0.47368	WD3 1QY
Riddlesdown	532497	161001	51.33267	-0.09949	CR8 1HN
Roding Valley	541612	192882	51.61696	0.044026	IG9 6LN
Romford	551377	188455	51.57464	0.183055	RM1 1SX
Rotherhithe	535239	179870	51.50159	-0.05297	SE16 4LF
Royal Albert	542029	180823	51.50849	0.045177	E16 2QD
Royal Oak	525764	181485	51.51829	-0.18882	W2 6ET
Royal Victoria	540139	180833	51.50906	0.017965	E16 1DE
Ruislip	509510	187102	51.57216	-0.42123	HA4 8LD
Ruislip Gardens	510367	185763	51.55996	-0.40929	HA4 6LG
Ruislip Manor	510088	187258	51.57345	-0.41285	HA4 9AA
Russell Square	530207	182122	51.52301	-0.12459	WC1N 1LG
Sanderstead	532855	162743	51.34825	-0.09371	CR2 0PL
Sandilands	533869	165749	51.37502	-0.07803	CR0 5PN
Selhurst	532993	167636	51.39219	-0.0899	SE25 6LL
Seven Kings	545401	187095	51.56399	0.09632	IG3 8RE
Seven Sisters	533646	188927	51.58336	-0.07247	N15 5LA
Shadwell	534936	180942	51.5113	-0.05692	E1 2QE
Shenfield	561356	195022	51.63087	0.329952	CM15 8JD
Shepherds Bush	523741	179904	51.50453	-0.21852	W12 8LH
Shepherds Bush Market	523121	180039	51.50588	-0.2274	W12 7JD
Shoreditch High Street	533501	182258	51.52347	-0.07709	E1 6AW
Shortlands	539399	169300	51.4056	0.002768	BR2 0JA
Sidcup	546300	172698	51.4344	0.103315	DA15 7AW
Silver Street	533544	192472	51.61524	-0.07259	N18 1QX
Slade Green	552250	176584	51.46775	0.190518	DA8 2NX
Sloane Square	528080	178657	51.49236	-0.15649	SW1W 8BB
Slough	497838	180157	51.51188	-0.59152	SL1 1XW
Snaresbrook	540161	188828	51.58089	0.021464	E11 1QE
South Acton	520166	179279	51.49969	-0.27022	W3 0DS
South Bermondsey	535156	178319	51.48768	-0.05475	SE16 2PL
South Croydon	532896	164358	51.36275	-0.09252	CR2 7PA
South Ealing	517605	179437	51.50164	-0.30704	W5 4QB
South Greenford	515462	182991	51.53403	-0.33674	UB6 2WE
South Hampstead	526425	184081	51.54148	-0.17837	NW8 0DJ
South Harrow	514334	186376	51.56468	-0.35189	HA2 8HN
South Kensington	526865	178817	51.49407	-0.17392	SW7 2NB
South Kenton	517350	187153	51.57104	-0.30814	HA9 8QT
South Merton	524917	168662	51.40324	-0.20555	SW20 9JT
South Quay	537636	179853	51.50086	-0.01846	E14 9SH
South Ruislip	511080	185437	51.55689	-0.39912	HA4 6TP
South Tottenham	533697	188599	51.5804	-0.07186	N15 6ND
South Wimbledon	525828	170033	51.41536	-0.19197	SW19 1DE
South Woodford	540577	190026	51.59155	0.027943	E18 1JJ
Southall	512620	179804	51.50596	-0.37871	UB2 4AA
Southbury	534803	196199	51.64843	-0.05298	EN3 4HW
Southfields	524730	173291	51.44488	-0.20661	SW18 5RJ
Southgate	529675	194278	51.63238	-0.12777	N14 5BH
Southwark	531566	180025	51.50385	-0.10579	SE1 8NW
St Helier	525408	167191	51.38991	-0.19901	SM4 6SF
St James Street	536402	188694	51.58061	-0.0328	E17 7PJ
St Johns	537400	176298	51.46898	-0.02324	SE8 4EW
St Margarets	516732	174250	51.45521	-0.32132	TW1 2LH

Station	OS X	OS Y	Latitude	Longitude	Postcode
St Mary Cray	546698	168298	51.39476	0.107218	BR5 3SN
St Pancras	530122	182959	51.53055	-0.12551	NW1 2QP
St. James's Park	529629	179503	51.49961	-0.13388	SW1H 0BD
St. Johns Wood	526742	183352	51.53485	-0.17406	NW8 6DN
St. Pauls	532105	181261	51.51484	-0.09757	EC2V 6AA
Stamford Brook	521913	178738	51.49445	-0.24525	W6 0SB
Stamford Hill	533381	187928	51.57445	-0.07667	N16 5AG
Stanmore	517574	192569	51.61967	-0.3031	HA7 4PD
Star Lane	539148	182091	51.5206	0.004191	E16 4SR
Stepney Green	535566	182149	51.522	-0.04738	E1 4AQ
Stockwell	530473	176470	51.47216	-0.12285	SW9 9AE
Stoke Newington	533710	186845	51.56464	-0.07234	N16 6YA
Stonebridge Park	519690	184197	51.54399	-0.2754	NW10 0RW
Stoneleigh	522021	164155	51.36336	-0.24871	KT17 2JA
Stratford	538533	184421	51.54169	-0.00375	E15 1AZ
Stratford High Street	538729	184032	51.53815	-0.00108	E15 3PA
Stratford International	538175	184758	51.54481	-0.00878	E15 2LZ
Strawberry Hill	515500	172502	51.43975	-0.33962	TW1 4PP
Streatham	529946	171303	51.42585	-0.13233	SW16 6HP
Streatham Common	529729	170534	51.41898	-0.13573	SW16 5NT
Streatham Hill	530233	172714	51.43846	-0.12768	SW2 4PA
Sudbury and Harrow Road	516853	185300	51.55449	-0.31593	HA0 2HA
Sudbury Hill	515427	185584	51.55734	-0.33639	HA1 3RA
Sudbury Hill Harrow	515490	185697	51.55834	-0.33545	HA1 3RJ
Sudbury Town	516832	184955	51.5514	-0.31634	HA0 2LA
Sundridge Park	540599	170200	51.41339	0.020365	BR1 3TR
Surbiton	518070	167315	51.3926	-0.30438	KT6 4PE
Surrey Quays	535641	178954	51.49327	-0.04753	SE16 2UE
Sutton	526028	163823	51.35951	-0.1913	SM1 1JA
Sutton Common	525593	165598	51.37555	-0.19692	SM1 3HY
Swiss Cottage	526611	184259	51.54303	-0.17563	NW3 6HY
Sydenham	535311	171609	51.42734	-0.05509	SE26 5EU
Sydenham Hill	533548	172145	51.43258	-0.08023	SE21 7HW
Syon Lane	516306	177163	51.48147	-0.3265	TW7 5NT
Tadworth	523097	156199	51.29163	-0.23601	KT20 5SP
Taplow	491579	181340	51.52356	-0.68138	SL6 0NU
Tattenham Corner	522593	158140	51.30918	-0.24257	KT18 5PR
Teddington	516019	170817	51.4245	-0.33271	TW11 9AA
Temple	530995	180810	51.51104	-0.11373	WC2R 2PH
Thames Ditton	515721	166818	51.38862	-0.33829	KT7 0PA
Theobalds Grove	535933	201119	51.69237	-0.03475	EN8 7BG
Therapia Lane	530290	166843	51.38569	-0.12902	CR0 3DD
Theydon Bois	545509	199180	51.67255	0.102891	CM16 7EU
Thornton Heath	532242	168317	51.39848	-0.10043	CR7 8RX
Tolworth	519834	165603	51.37684	-0.27962	KT5 9NU
Tooting	527969	170591	51.4199	-0.161	SW17 9JR
Tooting Bec	528015	172366	51.43584	-0.1597	SW17 9AH
Tooting Broadway	527415	171373	51.42705	-0.16868	SW17 0SU
Tottenham Court Road	529774	181354	51.51621	-0.13111	W1D 2DA
Tottenham Hale	534483	189465	51.588	-0.06019	N17 9LR
Totteridge and Whetstone	526111	193951	51.63025	-0.17935	N20 9QP
Tower Gateway	533725	180809	51.51039	-0.07441	EC3N 1JL
Tower Hill	533566	180805	51.51039	-0.0767	EC3N 4DJ
Tufnell Park	529200	185816	51.55644	-0.13774	N19 5QB
Tulse Hill	531797	172903	51.4398	-0.10512	SE27 9BW
Turkey Street	535129	198903	51.67265	-0.04723	EN3 5TT
Turnham Green	521267	178804	51.49518	-0.25452	W4 1LR
Turnpike Lane	531524	189650	51.59036	-0.10281	N15 3NX
Twickenham	516221	173687	51.45025	-0.32886	TW1 1BD
Twyford	479041	175787	51.47553	-0.86331	RG10 9NA
Upminster	556167	186833	51.55876	0.251401	RM14 2TD
Upminster Bridge	555002	186681	51.55772	0.234542	RM12 6PL
Upney	545844	184260	51.53841	0.101532	IG11 9LS
Upper Holloway	529778	186630	51.56362	-0.12911	N19 4DJ
Upper Waringham	534100	158383	51.30877	-0.07748	CR3 0EP
Upton Park	541204	183931	51.53663	0.034542	E13 9AP
Uxbridge	505698	184161	51.54645	-0.4771	UB8 1JZ

Station	OS X	OS Y	Latitude	Longitude	Postcode
Vauxhall	530366	177978	51.48574	-0.12383	SW8 1SR
Victoria	528941	179131	51.49642	-0.14392	SW1E 5JX
Waddon	531151	164828	51.36738	-0.11739	CR0 4NA
Waddon Marsh	531082	165906	51.37708	-0.11799	CR0 4XT
Wallington	528841	163985	51.36033	-0.15086	SM6 0DZ
Waltham Cross	536520	200343	51.68526	-0.02656	EN8 7LU
Walthamstow Central	537286	188986	51.58302	-0.01994	E17 7LP
Walthamstow Queens Road	537020	188815	51.58155	-0.02384	E17 7QZ
Wandle Park	531422	165505	51.3734	-0.11325	CR0 4JS
Wandsworth Common	527719	173530	51.44637	-0.16354	SW12 8NL
Wandsworth Road	529354	176226	51.47022	-0.13904	SW8 4PA
Wandsworth Town	525985	175119	51.46103	-0.18791	SW18 1SU
Wanstead	540685	188176	51.5749	0.02876	E11 2NT
Wanstead Park	540592	185600	51.55178	0.02639	E7 0HU
Wapping	535030	180170	51.50434	-0.05586	E1W 3PA
Warren Street	529253	182272	51.52458	-0.13828	NW1 3AA
Warwick Avenue	526158	182030	51.5231	-0.18295	W9 2PT
Waterloo	531050	179933	51.50315	-0.11326	SE1 7NY
Waterloo East	531332	180054	51.50417	-0.10915	SE1 8NH
Watford	509579	196610	51.6576	-0.41727	WD18 7LE
Watford High Street	511360	196098	51.65265	-0.3917	WD17 2EG
Watford Junction	511023	197340	51.66388	-0.39617	WD17 1ET
Wellesley Road	532511	165752	51.37537	-0.09752	CR0 2DD
Welling	546096	176073	51.46478	0.101775	DA16 3AT
Wembley Central	518214	185039	51.55186	-0.29639	HA9 6AG
Wembley Park	519373	186341	51.56332	-0.27924	HA9 9AA
Wembley Stadium	518924	185366	51.55465	-0.28605	HA9 8BQ
West Acton	519394	181273	51.51777	-0.28066	W3 6UP
West Brompton	525383	178030	51.48733	-0.19554	SW5 9JX
West Croydon	532188	166098	51.37855	-0.10203	CR0 2TA
West Drayton	506124	180122	51.51007	-0.47218	UB7 9DY
West Dulwich	532798	173053	51.44091	-0.09067	SE21 8HN
West Ealing	516690	180749	51.51362	-0.31978	W13 0NQ
West Finchley	525507	191601	51.60926	-0.18892	N3 1NT
West Ham	539202	182974	51.52853	0.005317	E15 3BN
West Hampstead	525524	184726	51.54747	-0.19113	NW6 2LX
West Hampstead Thameslink	525423	184852	51.54863	-0.19254	NW6 1XJ
West Harrow	514163	187957	51.57892	-0.35385	HA1 4HE
West India Quay	537471	180505	51.50676	-0.02058	E14 4ED
West Kensington	524635	178321	51.49011	-0.2062	W14 9NL
West Norwood	531956	171955	51.43124	-0.10319	SE27 0HS
West Ruislip	508364	186791	51.56959	-0.43786	HA4 7WD
West Silvertown	540455	180155	51.50288	0.022246	E16 2AT
West Sutton	525081	164539	51.36615	-0.20464	SM1 2EH
West Wickham	538266	166563	51.38128	-0.01458	BR4 0PY
Westbourne Park	524920	181764	51.52099	-0.20088	W11 1AB
Westcombe Park	540199	178103	51.48451	0.017746	SE3 7EQ
Westferry	537064	180814	51.50964	-0.02632	E14 8AD
Westminster	530240	179718	51.5014	-0.125	SW1A 2JR
White City	523296	180750	51.51223	-0.22463	W12 7RH
White Hart Lane	533693	191340	51.60503	-0.07087	N17 7RP
Whitechapel	534738	181859	51.51959	-0.05942	E1 1BY
Whitton	514220	173568	51.44959	-0.35768	TW2 7LG
Whyteleafe	533842	158505	51.30993	-0.08114	CR3 0AD
Whyteleafe South	534169	157797	51.30349	-0.07671	CR3 0BD
Willesden Green	523350	184884	51.54937	-0.22241	NW2 4QT
Willesden Junction	521905	182942	51.53223	-0.24391	NW10 4RA
Wimbledon	524791	170647	51.42111	-0.20666	SW19 1PS
Wimbledon Chase	524306	169347	51.40953	-0.21409	SW20 8DB
Wimbledon Park	525274	172158	51.43458	-0.19919	SW19 7DZ
Winchmore Hill	531529	194494	51.63389	-0.10092	N21 3NG
Wood Green	531038	190427	51.59745	-0.10953	N22 8HH
Wood Lane	523314	180464	51.50966	-0.22447	W12 7DS
Wood Street	538521	189426	51.58667	-0.00195	E17 3NZ
Woodford	540952	191778	51.6072	0.034056	IG8 7QE
Woodgrange Park	541861	185332	51.54905	0.044572	E7 8AA
Woodmansterne	528720	159385	51.31902	-0.15426	CR5 3HS

Station	OS X	OS Y	Latitude	Longitude	Postcode
Woodside	534716	167115	51.3871	-0.06535	SE25 5DP
Woodside Park	525725	192564	51.61787	-0.18543	N12 8SE
Woolwich	543931	178994	51.49158	0.071819	SE18 6EU
Woolwich Arsenal	543754	178803	51.48991	0.069194	SE18 6HX
Woolwich Dockyard	542738	178908	51.49111	0.054612	SE18 5JY
Worcester Park	522192	166133	51.3811	-0.24558	KT4 7ND

Depots

Depot	Address	Postcode
Acton Works	130 Bollo Lane, London W3 8BZ	W3 8BZ
Ealing Common Depot	Granville Gardens, London W5 3PA	W5 3PA
Hainault Depot	Thurlow Gardens, Ilford, Essex IG6 2UU	IG6 2UU
Lillie Bridge Depot	Lillie Road, London SW6 1TP	SW6 1TP
Morden Depot	179 London Road, Morden, Surrey SM4 5HB	SM4 5HB
Northumberland Park Depot	Marsh Lane, London, N17 0XE	N17 0XE
Neasden Depot	Quainton Street, off Neasden Lane, London, NW10 1PH	NW10 1PH
Ruislip Depot	West End Road, Ruislip, Middlesex HA4 6NS	HA4 6NS
Stonebridge Park Depot	North Circular Road, London NW10 0RL	NW10 0RL
Stratford Market Depot	Burford Road, London E15 2SP	E15 2SP
Upminster Depot	Front Lane, Upminster, Essex RM14 1XL	RM14 1XL
Waterloo Underground Depot	Lower Road, London SE1 8SE	SE1 8SE
White City Depot	Wood Lane, London W12 7RH	W12 7RH



TRANSPORT FOR LONDON
and
TELEFONICA UK LIMITED

Agreement for the provision of
Mobile Services Lot 2
Schedule 2B
Service Levels

Transport for London
14 Pier Walk
London
SE10 0ES

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1. SERVICE LEVELS

- 1.1 The Service Levels are set out in Annex 1 (*Service Level Table*) and operate as follows:
- 1.1.1 the Service Levels numbered 1 and 4 are legally binding and, in the event of any breach of such Service Levels, TfL shall be entitled to the remedies set out in this Paragraph 1.1 as well as its remedies in law. The Service Levels are otherwise not legally binding (but are nonetheless subject to the remedies outlined in Paragraphs 1.2 and 1.2.3);
- 1.2 In the event of any failure by the Supplier to meet any of the Service Levels:
- 1.2.1 the Supplier shall provide enhanced reporting in accordance with Paragraph 2; and
- 1.2.2 where the failure constitutes a Material Service Level Failure, the Supplier shall provide a Corrective Action Plan for agreement by TfL and, where agreed, the Supplier shall comply with such plan in accordance with Clause 25 (*Corrective Action Plan*); and
- 1.2.3 in respect of the Service Levels numbered 1 and 4, TfL may terminate this Agreement (irrespective of whether a Corrective Action Plan has previously been agreed in relation to the Service Level failure) upon the occurrence of a Critical Service Level Failure in accordance with Clause 28.1 (*Termination by TfL*).
- 1.3 The Service Levels shall be measured monthly and the Supplier shall provide TfL with a detailed written report on the performance of the Service against each of the Service Levels within ten (10) Working Days after the end of each month.
- 1.4 In respect of Service Levels numbered 1 to 6 (inclusive), "Availability" means the percentage of time in the applicable calendar month when the relevant network or system is available for use by TfL (with complete functionality) when assessed on a 24x365 basis and measured to the nearest minute (rounded up).
- 1.5 An example calculation for Availability is as follows:

Minutes of outage in month of October: 2 minutes 40 seconds
 Rounded up outage ("*outage time*"): 3 minutes
 No. of minutes in October ("*total time*"): $31 \times 24 \times 60 = 44,640$

$$\text{Availability} = (\text{total time} - \text{outage time}) / (\text{total time})$$

$$\text{Availability} = (44,640 - 3) / 44,630 = 99.99\%$$

2. ENHANCED REPORTING

- 2.1 In the month following the occurrence of any Service Level failure, and for each month that such Service Level failure persists, the Supplier shall provide TfL with enhanced written reports on Service Level performance (applicable to each of the Service Levels to which the failure relates) including a detailed update on:
- 2.1.1 the root cause analysis;
- 2.1.2 steps which have been taken or which are planned to be taken to minimise the effect of the underlying cause of the Service Level failure;
- 2.1.3 steps which have been taken or which are planned to be taken to remedy the underlying cause of the Service Level failure; and
- 2.1.4 the timetable for the full restoration of compliance with the Service Levels.
- 2.2 The Supplier shall provide TfL with such additional information as TfL reasonably requests in relation to any Service Level failure.
- 2.3 At TfL's request, the Supplier shall escalate Service Level failures as set out in the table below. Where a Service Level failure is escalated to a particular level (as requested by TfL), the Supplier Personnel nominated in the table below shall meet with senior TfL Personnel to

review the Service Level failure within ten (10) Working Days of the escalation threshold occurring.

Service Level failure	Supplier Personnel
Any failure to meet any Service Level.	Service Delivery Manager
Material Service Level Failure	Client Director
A failure to meet a Corrective Action Plan in respect of a Material Service Level Failure	Team SDM Manager
Critical Service Level Failure	Head of Service Delivery

3. RELIEF EVENTS

- 3.1 Any failure by the Supplier to meet a Service Level caused by a Relief Event shall be disregarded when measuring the Supplier's actual performance against that Service Level, subject to Clause 26 (*Relief Events*).
- 3.2 The Supplier shall clearly set out in the Service Level reports its justification for the inclusion of any Relief Events.

**ANNEX 1
SERVICE LEVEL TABLE**

No.	Service Area	Service Level Description	Service Level	Application	Critical Service Level Failure
1	Network Availability	Mobile Network Critical Outage	No occurrence of a Mobile Network Critical Outage	<p>A Mobile Network Critical Outage is any failure of the Mobile Airtime Service (for the avoidance of doubt such failure is not limited to a total loss of Mobile Airtime Service and would include partial loss of the capabilities comprising the Mobile Airtime Service (for example, where there is a loss of internet connectivity only)) that:¹</p> <p>(a) affects twenty per cent (20%) or more of TfL's connections to the network for a single period of four (4) hours or longer; or</p> <p>(b) affects twenty per cent (20%) or more of TfL's connections to the network for an aggregate period of eight (8) hours or longer in any month</p>	Two (2) or more Mobile Network Critical Outages within any twelve (12) month period
2	Customer Portal Availability	Availability of Customer Portal	99%	The Customer Portal is available and functioning as defined in MS-040 set out in Schedule 2A for at least ninety nine per cent (99%) of the time	N/A

¹ For reporting purposes, any failure affecting services provided across twenty per cent (20%) or more of the Supplier's network (e.g. 20% of cells) within Greater London shall be recognised by the Authority as a suitable proxy for measuring the occurrence of any Mobile Network Critical Outage. Note that this shall include any issues in the core or elsewhere in the network that affect services provided to TfL across twenty per cent (20%) or more of the Supplier's network.

No.	Service Area	Service Level Description	Service Level	Application	Critical Service Level Failure
3	Coverage Uplift Solutions Availability	Availability of Coverage Uplift solutions used to extend mobile network coverage	99%	Each Coverage Uplift solution installed at each TfL Site is available at least ninety nine per cent (99%) of the time, measured separately for each separate in-scope TfL Site	N/A
4	Data Links (with circuit redundancy) Availability	Data Link Critical Outage	No occurrence of a Data Link Critical Outage	<p>A Data Link Critical Outage is any failure of any Data Link (with circuit redundancy) that results in a loss of the Data Link connectivity for an aggregate period of four (4) hours or longer in any month.</p> <p>Note that for the purposes of a Data Link Critical Outage, a temporary loss of communications via an individual circuit is not considered to constitute a failure provided that Data Link connectivity is maintained via the second circuit.</p>	Two (2) or more Data Link Critical Outages within any twelve (12) month period
5	Data Links (with circuit redundancy) Availability	Availability of Data Links private connection with circuit redundancy	99.95%	Data Link private connections with circuit redundancy being available at least ninety nine point nine five per cent (99.95)% of the time (measured separately for each Data Link)	N/A
6	Data Links (no circuit redundancy) Availability	Availability of Data Links private connection without circuit redundancy	99.70%	Data Link private connections without circuit redundancy being available at least ninety nine point seven per cent (99.70%) of the time (measured separately for each Data Link)	N/A
7	Call Handling	Percentage of Support Desk calls answered within 60 seconds	95%	Percentage of calls to the Support Desk that are answered within 60	N/A

No.	Service Area	Service Level Description	Service Level	Application	Critical Service Level Failure
				seconds of connection should be at least ninety five per cent (95%)	
8	Call Handling	Percentage of abandoned Support Desk calls	5%	Calls to the Support Desk that are abandoned after connection should not exceed five per cent (5%)	N/A
9	Email Response	Percentage of Support Desk emails responded to within 24 hours	95%	Percentage of emails to the Support Desk responded to within twenty four (24) hours of them being submitted by TfL should be at least ninety five per cent (95%). Note that, for the purposes of this Service Level, acknowledgement of receipt alone is not sufficient and a bespoke response to the email is assumed (e.g. provision of information requested or confirmation that a service request or Incident is being actioned or has been resolved).	N/A
10	Supplier Device Returns	Percentage of Supplier Devices under warranty replaced within two (2) Working Days of Supplier Device failure being reported	90%	Where a Supplier Device is under warranty and fails a replacement will be received within two (2) Working Days of the failure being reported to the Support Desk for at least ninety per cent (90%) of occasions	N/A
11	Activations	Percentage of requests to activate SIMs processed on day of request	95%	New SIMs that have an activation request sent to the Support Desk before 18:00 will be processed on that day for at least ninety five per cent (95%) of occasions (24x365)	N/A

No.	Service Area	Service Level Description	Service Level	Application	Critical Service Level Failure
12	Orders	Percentage of orders received before 12:00 midday processed the same day	95%	Orders that are received by the Support Desk before 12:00 midday on any Working Day will be processed that day for at least ninety five per cent (95%) of occasions	N/A
13	Incident Confirmation Response	Percentage of contacts to the Support Desk that receive a unique confirmation with unique reference	95% within 5 minutes 100% within 10 minutes	The percentage of Incidents that are reported or service requests raised with the Supplier's Support Desk (at any time via any means including telephone, email or the Customer Portal) that receive a unique confirmation with unique reference should be at least ninety five per cent (95%) within five (5) minutes and one hundred per cent (100%) within ten (10) minutes	N/A
14	Incident Resolution	Percentage of Incidents ² resolved within four (4) hours	95%	Incidents reported to the Support Desk that affect multiple users and/or connections to the network e.g. failure of Coverage Uplift, the Customer Portal or Data Links to be resolved within four (4) hours for at least ninety five per cent (95%) of occasions	N/A
15	Reporting	Percentage of monthly reports which are delivered on time and which are accurate	100%	All monthly reporting to be accurate and delivered within ten (10) Working Days from the end of the previous	N/A

² Note that Incidents affecting multiple users as described for Service Level 14 are considered to be high priority (e.g. 'P1') Incidents. For lower priority Incidents, alternative resolution times for monitoring and reporting may be agreed between the Parties.

No.	Service Area	Service Level Description	Service Level	Application	Critical Service Level Failure
				measurement period on one hundred per cent (100%) of occasions	
16	Billing	Percentage of monthly bills which are delivered on time and which are accurate	100%	All billing information to be accurate and delivered within ten (10) Working Days from the end of the previous measurement period on one hundred per cent (100%) of occasions	N/A
17	Carbon Footprint	Reduction in the carbon footprint of the Services to contribute to TfL's net zero targets by delivering carbon reduction initiatives as agreed in the EMP	Deliver a fifty nine per cent (59%) reduction in the annual carbon footprint, or any such other amount agreed by TfL and the Supplier pursuant to the EMP, by the end of the Initial Term (compared to the annual baseline)	<p>Carbon footprint is the measure of the Supplier's carbon that is apportioned to the Services. The Supplier uses a carbon calculator developed by the Supplier and certified by the 'Carbon Trust'. This calculator uses the following principles:</p> <ul style="list-style-type: none"> 'GHG Protocol Product Standard'. Includes embodied and operational carbon emissions. Apportionment of the Supplier's operational emissions and services delivery. <p>Covering the Services as agreed in the EMP.</p> <p>To be calculated and reported on a like-for-like basis against Service volumes.</p>	<p>Any of:</p> <p>(a) failure to deliver an EMP milestone within one (1) month of the agreed timescale;</p> <p>(b) two (2) consecutive reports (bi-annually) of being five per cent (5%) adrift of the carbon reduction glidepath agreed in the EMP; or</p> <p>(c) two (2) or more environment management activity milestones (as agreed in the EMP) missed by more than a quarter.</p>



**TRANSPORT FOR LONDON
and
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**Agreement for the provision of
Mobile Services Lot 2
Schedule 3.1
Supplier Solution**

Transport for London
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1. INTRODUCTION

- 1.1 This Schedule sets out a description of the Supplier Solution as at the Effective Date and takes effect subject to Clause 1.3(d) (*Definitions and Interpretation*).
- 1.2 The Parties do not intend for this Schedule to be updated to reflect Variations pursuant to Schedule 6.2 (*Variation Procedure*), unless such Variations shall introduce new Services to this Agreement, in which event the Supplier Solution will be updated to reflect those new Services. If there is any inconsistency between:
- 1.2.1 this Schedule; and
 - 1.2.2 a Variation Approval,
- the latter shall prevail.

2. THE SUPPLIER SOLUTION

The Supplier Solution agreed between the Parties as at the Effective Date is embedded below at Annex 1 (*Supplier Solution*).

3. REDUCING CARBON FOOTPRINT

- 3.1 The Supplier's policies and plans adopted and a summary of key actions taken and next steps planned towards reducing the Supplier's carbon footprint are set out at Annex 2 (*Carbon Footprint*).
- 3.2 The Supplier shall within thirty (30) days of the Service Commencement Date submit to TfL a draft Environmental Management Plan ("**EMP**") which clearly outlines the Supplier's environment management plan in relation to the Services, including:
- 3.2.1 the proposed approach to carbon apportionment (and associated calculations and parameters to be used in such apportionment);
 - 3.2.2 the proposed carbon baseline (current and historical) for the Services (based on data and apportionment provided by the current supplier, and on industry figures agreed assumptions where such data does not exist);
 - 3.2.3 projected initial carbon footprint of the Services (using above apportionment); and
 - 3.2.4 proposed sustainability objectives and targets, and milestones, and innovation, and management and reporting measures, including a carbon footprint related Service Level, or Service Levels.
- 3.3 Prior to the submission of the draft EMP to TfL, the Supplier shall, upon TfL's request, provide a copy to TfL of any documentation produced by the Supplier in relation to the development of the draft EMP, including:
- 3.3.1 details of the Supplier's intended approach to the EMP and its development, including the proposed approach to carbon apportionment, the carbon baseline and the projected initial carbon footprint of the Services; and
 - 3.3.2 any other work in progress in relation to the EMP.
- 3.4 Within sixty (60) days of the Service Commencement Date, the Supplier shall attend with TfL an environmental kick-off meeting to discuss the draft EMP, and within thirty (30) days of the before-mentioned environmental kick-off meeting (or such other period as agreed between the Parties in writing), the Supplier shall produce an updated EMP following input and feedback from the kick-off meeting. The updating EMP shall specifically include:
- 3.4.1 a carbon reduction plan, which aims to reduce the carbon footprint of the Services (including targets, milestones, activities, responsibilities, risks, and governance measures);
 - 3.4.2 a carbon footprint related Service Level, or Service Levels; and
 - 3.4.3 an environment innovation program which, where reasonably practicable, applies both to the Services and TfL more broadly.

- 3.5 If the Parties do not finalise the EMP within the above time period, either Party may refer the matter as a Dispute for resolution in accordance with the Dispute Resolution Procedure.
- 3.6 The Supplier shall commence carrying out the EMP within thirty (30) days of the Parties having agreed such EMP and for the remainder of the Term, carry out the EMP. Annually on the anniversary of the Service Commencement Date (or such other date as agreed between the Parties in writing), the Supplier shall review the EMP and within fifteen (15) days of the Service Commencement Date's anniversary, propose any relevant updates to the EMP for TfL's consideration (and to the extent any updates are agreed by TfL, the Supplier shall implement such updates and they shall form part of the EMP).
- 3.7 The Supplier shall monitor and report on progress against the EMP to TfL by providing to TfL, on an annual basis, an environmental performance report, in such format agreed between TfL and the Supplier during the environmental kick-off meeting referred to in Paragraph 3.4 above, including:
- 3.7.1 details of the Supplier's performance against the EMP;
 - 3.7.2 a summary of any relevant environmental related innovations; and
 - 3.7.3 a summary of any relevant changing circumstances.

4. **BUSINESS CONTINUITY AND DISASTER RECOVERY**

The Supplier's business continuity and disaster recovery plan is set out at Annex 3 (*BCDR Plan*).

ANNEX 1 SUPPLIER SOLUTION

1. AIRTIME AND SIMS

1.1 Mobile Airtime Services

VMO2 meets TfL's requirements relating to M2M services with our Smart Connect Global IoT SIMs (i.e. Telefonica Spain Global IoT SIMs), which can provide roaming capabilities for data and SMS services. VMO2 currently supplies TfL with 1,648 active Global IoT SIMs on the Kite platform, and 42 active Global IoT SIMs on our Jasper platform for CWAN services. TfL also have a number of data only connections with us on our standard mobile airtime tariffs that don't include a SIM management platform; TfL may choose to make use of these SIMs again, or to use Global IoT SIMs on the Kite platform for data connections.

MS-004 – Mobile Airtime Service (M2M)

For M2M/IoT data SIM requirements including roaming, our suggestion is to use our Telefonica Spanish SIMs (i.e. Kite Global IoT SIMs) - our Kite Global platform capability is also included in this proposition offering. These SIMs will give TfL the ability to roam in the event that the VMO2 network is not available, providing resilience for operationally critical equipment where required.

The Kite platform has been specifically developed by Telefonica to enable customers to manage the connectivity of their M2M devices. The Kite platform will give TfL the ability to undertake the following:

- SIM card inventory management
- Management of pre-bills
- Activate/de-activate SIMs
- Gain visibility over data/SMS consumption and costs
- Create alarms and rules around usage with automated actions that can be set up and personalised to each alarm
- In-depth reporting with business, security, and operations dashboards along with pooling information and a map dashboard which displays all SIMs with recent data traffic
- Additional reporting tools that will help TfL manage their estate in the most efficient way possible.

Bulk actions can be performed to save time and the platform can be integrated using APIs to existing systems you may have in place. Different administrator levels can be set dependent on required access for different personnel. SIMs can be split into different groups that can then each be reported on with accurate individual and group reporting tools.

Latest uptime figures for the Kit Global platform can be found below:

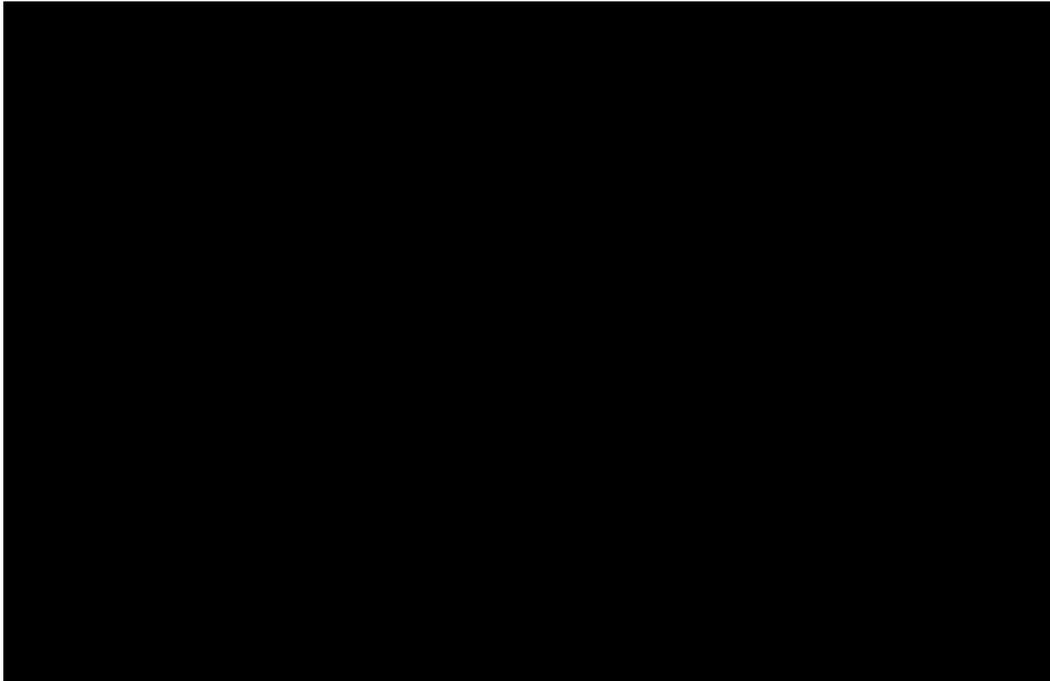


Table 18 – Kite Uptime Figures

MS-005 – Mobile Airtime Service (M2M) Capabilities

Please note that the bearers currently available when Kite Global IoT SIMs are used are the 2G/3G/4G & LTE-M (LPWAN) bearers, with 5G & NB-IoT committed in our roadmap for future developments:

- **2G bearer:** VMO2, Vodafone UK, EE
- **3G bearer:** VMO2, Vodafone UK, Hutchison 3 UK, EE
- **4G bearer:** VMO2, Vodafone, Hutchison 3 UK, EE
- **5G bearer:** a project activity is underway that will mean that the 5G bearer can be used with one or more of the UK mobile operators
- **LTE-M:** VMO2 – the LTE-M bearer can be used across the UK with the VMO2 mobile network
- **NB-IoT:** due to the success of VMO2's LTE-M network rollout VMO2 will start to deploy NB-IoT in the UK in H2 2023
- **SMS –** SMS is a standard feature on both VMO2 UK M2M SIMs and Kite Global M2M SIMs.

VMO2 Mobile Network 4G: In London we have circa 2,300 4G Macro sites across 1,700 small cells and a significant volume of DAS (distributed antenna system). Given many of your users work within the Greater London Area this means that we have excellent coverage and a stable network in place to support the TfL workforce.

VMO2 5G: We recognise that 5G is increasingly important for TfL and its users who want to exploit its faster data speeds, ultra-low latency, better network capability and increased reliability. At a national level, we currently have 5G penetration of circa 31% for the 4G macro layer and circa 16% for total 4G layer. As the bulk of TfL users work within the Greater London Area or work from home, we have included 5G coverage stats for the Greater London area in Table 3.



Table 19 – 5G Coverage Stats in London

We have also provided detailed 4G and 5G coverage maps separately in Attachment 1 to Annex 1.

Over the term of the TfL contract, we will be implementing an aggressive 3-year delivery plan to significantly increase the volume of 5G sites rolled out, helping drive continuous improvement across the network. This 5G network will deliver:

- **Ultra-Reliable Low Latency Communications (uRLLC):** Provides low latency for mission critical services and will enable a wide range of use cases from autonomous vehicles to remote surgery.
- Features include:
 - **Mobile Edge Computing (MEC):** allows data storage and processing to happen within a 5GSA network. This will increase capacity in the network and provide ultra-low latency.
 - **Network of Networks:** potential to provide ubiquitous coverage over time. The ability to create a contiguous 5G network from range of existing and new coverage technologies, including 4G cellular networks, Wi-Fi, private network and low earth orbit satellites (LEO).
- **Massive Machine Type Communications (mMTC):** Will enable ten times as many connected devices than 4G, for sensing, monitoring and metering. mMTC will enable efficient, ultra-low energy, low cost, deep coverage, high density communications for large scale IoT such as Smart City infrastructure and connected vehicles.

Soft/hard data caps (per group basis) - This will be included as a standard feature within TfL's inclusive Mobile Airtime Service for M2M devices.

Within the Kite platform, TfL will be able to create soft & hard data caps on individual SIMs or a group of SIMs and manage SIMs with extensive usage reporting tools.

Options to enable, disable and limit international roaming on a per user basis - Included as a standard feature as part of inclusive mobile airtime service.

International roaming limits depend on the connected tariff. Typically, tariffs created usually relate to one country at a time unless specified otherwise by the customer – available networks and countries are individually selected for Kite tariffs in implementation. Therefore, as standard, if TfL make use of UK Resilient tariffs on Kite (UK roaming), the tariffs would not have access to international networks.

International tariffs can be created upon request through a contract variation.

Kite Global IoT SIMs are associated with a commercial plan that dictates which mobile networks can be used by end devices. This will enable TfL to set which mobile operators can be used by SIMs. The Kite platform provides a level of granularity that is not normally available - normally a SIM is enabled for full roaming or no roaming whereas the Kite platform will enable TfL to set which individual mobile networks can be used by SIMs.

MS-006 – Mobile Airtime Service (M2M) Applications

Our range of M2M solutions are viable for use across a wide array of applications, with differing data bundle structures dependent on the platform offered. TfL currently make use of our standard mobile platform, DISE, for some data only connections.

DISE is our traditional service access platform and provides our customers with access to Voice, Data, SMS and MMS services - this platform is the one currently utilised by the majority of TfL's existing M2M estate provide by VMO2 e.g. Ticketing / iBUS and Cycle Hire.

Dependent upon the Data usage volumes required per application we offer our customers a range of tariffs which can be Data only or Voice and Data. These options can be based on an allowance per SIM or on an aggregated bundle basis – data allowances / bundles and can be configured to range from as little as 5MB (or lower) to well over 40GB (and even into the TB range). To also ensure our network capability matches our customers hardware and application requirements and our sims operate on the full spectrum of frequency ranges under our 2G/3G/4G and 5G networks.

TfL also currently make use of our Smart Connect solution (i.e. Kite Global IoT SIMs) on our Kite Global platform for a number of applications, including the TfL ULEZ estate. Tariffs in Kite can be allocated on an individual or pooled basis. TfL can have access to a range of bundle sizes at any one time to ensure the most appropriate tariff is selected for individual use cases. For example, VMO2 can offer TfL increments from 1MB up to a specified number, whether GB or TB. For the ULEZ estate, we currently operate on shared bundles of between 15GB and 23GB per SIM across 1200 SIMs. SIMs on the same tariff would add to the same pool; for example, if TfL had 100 active SIMs on a 1MB tariff, the pool size for those SIMs would be 100MB. If TfL had 80 active SIMs on a 1MB tariff and 20 active SIMs on a 5MB tariff, the 80 SIMs would have access to an 80MB pool, and the 20 SIMs would have access to a separate 100MB pool.

MS-007 – Mobile Airtime Service (M2M) Voice

VMO2 can offer some voice capability on M2M SIMs. If TfL choose to utilise standard mobile SIMs for their M2M requirements, then all standard mobile voice services will apply. However, for our IoT platforms and roaming SIMs, there are limited voice capabilities available to TfL. Our SIMs will support voice calls services for these specified connections, however, do not support services such as voicemail.

1.2 SIM Cards

We are using the SIM card and roaming processes and service for existing customers of similar complexity and scale including Network Rail and Northumbrian Water with positive feedback received. Standard mobile SIMs are provisioned via our customer service team, and sent out to TfL pre-activated, whereas with IoT SIMs, TfL can batch order blank SIMs and activate them as and when required using the Kite SIM management platform.

MS-008 and MS-009 – provision of SIM cards to enable access to the M2M Mobile Airtime Service.

Standard Mobile SIMs:

We appreciate that M2M hardware comes in a wide variety of shapes and sizes due to the wide range of applications for TfL. Therefore, to fully support your immediate and longer-term requirements we appreciate that we must provide a range of SIM cards for your M2M devices. We can provide standard SIM cards and older format SIM cards including Micro-SIMs to fully support any TfL SIM requirements. This supply includes VQFN8 which is an embedded SIM and is the smallest and toughest SIM card, which is ideal for devices that incur frequent vibrations or high temperatures.

We will supply TfL with a triple format commercial plug-in SIM that can be used in all devices (mini, micro and nano format SIM).

To ensure that our offering remains fit for purpose in an ever-changing tech environment, we track new developments so that we can adopt and support new standards. To reduce the need time consuming and potentially disruptive SIM swap-outs, we ensure the SIM cards we utilise are forward compatible. For example, with the launch of 5G there was no requirement for our customers to change out the existing SIM card to support this newer technology.

As added value to TfL, we will also continue to support and provide bespoke SIM cards where required across the estate. For example, as part of the iBus and Riverboat Ticketing service, we supply custom SIM cards manufactured specifically to meet defined TfL service requirements. This means that this SIM is protected should it be extracted, and in case an attempt is made to use this in a non-TfL supported device. This is achieved by enabling the PIN on the SIM and setting it to a

defined value that the module can calculate and present. Hence, if the SIM was inserted into another device, the 'PIN presentation' procedure would be displayed with the user given three attempts. At present, these are typically ordered in batches of 1,000 and dispatched in quantities of 100 directly to TfL's supplier Cubic.

SIM Card Ordering

TfL can order SIM cards via our established and pre-existing helpdesk to helpdesk model. SIM cards are typically ordered in batches of >50 however smaller BAU orders follow the same principle. On receipt of an order request, we will process and issue SIM numbers in an agreed excel format so these can be uploaded into an asset database. TfL are then able to activate the SIM card as needed, preventing any charges for line rental when SIMs are out of use.

From receiving an order, we will typically ship SIM cards the same day, dependent on time of order. As added value to TfL, we can hold a boot stock of SIM cards in our warehouse to assist with urgent deployment requirements.

We will deliver the following SLAs as part of our Corporate SIM ordering process.

SLA	Description
Order Entry	95% of orders received before 12:00 on a Working Day will be processed the same day.
Mobile Equipment Delivery by Registered Carrier	95% of orders received and processed before 12:00 will be delivered to an address on the UK mainland by 17:00 the next Working Day. Someone must be available to receive the order. There may be a charge for re-delivery of any order is not received on the first attempt.
SIM Card Activation	95% of requests to activate SIM Cards on the network will be processed by 17:30 on the day of delivery.

Table 20 – SIM card ordering SLA

Reporting on SIM Delivery and Activation

To ensure TfL can keep track of both despatched and activated SIM we provide reporting to ensure these assets are closely controlled.

- Upon despatch we provide an asset list of all ordered SIMs to the team within TfL who will be receiving the SIMs.
- Once SIMs are connected we provide a full list of newly connected to SIMs, allowing TfL to update your asset database. This is sent on a monthly basis for all Lot 1 connections and on an ad-hoc basis for Lot 2 when orders are placed.
- Once connected SIM cards show in the My O2 Business portal and your bespoke reporting pack, each SIM will typically be identified via an email address and username to comply with TfL's invoicing requirements. Where required, we also have a second username field that can be utilised as an additional identifier e.g., cost centre, username, project code etc.

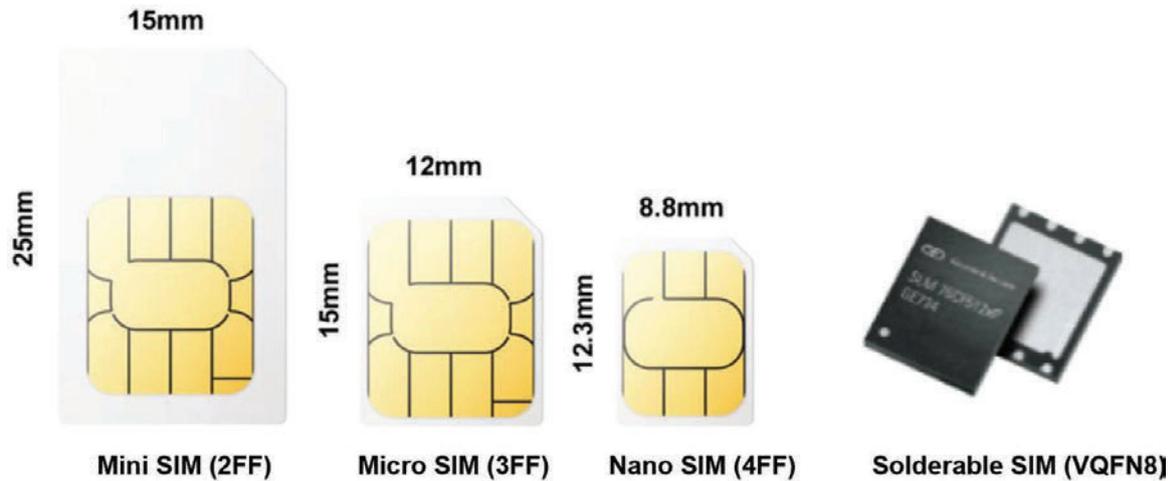
MS-010 – Roaming SIMs

VMO2 can provide TfL with a roaming SIM solution – a Telefónica Spain SIM that is roaming when used in the UK. This solution is known as the Kite Global M2M SIM solution. The use of a roaming SIM is advantageous to TfL as it maximises the cellular footprint that is available to devices

deployed in the UK. Presently, TfL can use Kite Global M2M SIMs with the following UK mobile networks:

- **2G bearer:** VMO2, Vodafone UK, EE
- **3G bearer:** VMO2, Vodafone UK, Hutchison 3 UK, EE
- **4G bearer:** VMO2, Vodafone, Hutchison 3 UK, EE

To fully support TfL, we appreciate that we must provide a range of SIM cards for your M2M devices. We can provide SIM cards in a number of different form factors as shown below:



Industrialised SIMs that are designed to be used in harsh environmental conditions can also be provided if required – these are SIMs that work in a wider range of temperatures and that support a higher number of read and write cycles.

The VQFN8 SIMs are provided on a reel in order that the SIMs can be easily inserted onto device circuit boards in an industrial manufacturing environment. VQFN8 format SIMs are often used in very harsh environmental conditions and are designed to have a longer lifespan.

Personalised M2M SIMs can be provided to TfL – for instance SIMs with a PIN enabled.

SIMs are sourced from multiple suppliers to ensure SIMs can always be provided to customers.

SIM Card Ordering

A mature SIM ordering process exists for the Kite Global M2M SIMs – as detailed in the customer service charter for the Kite Global M2M service.

The minimum ordering volumes for SIMs, are captured below:

SIM Type	Non-Personalised SIMs	Personalised SIMs
Standard SIM	50	1,000
Micro	50	1,000
Nano	50	1,000
Industrial Plugin High Temperature	50	1,000
Industrial VQFN8	300	300

A SIM order form is completed by TfL and is sent to the VMO2 IoT Customer Services Team.

After receipt of the IoT SIM order form, the VMO2 IoT Customer Services Team will check the form to ensure all details required are correctly captured and that the order is aligned with the SIM card

forecast provided by TfL or the TfL account team. The check will generally be completed within one (1) Business Day. If the check cannot be completed within three (3) Business Days, the VMO2 IoT Customer Services Team will inform TfL of the reason for the delay and when the check is expected to be completed. When the SIM order is accepted, the VMO2 IoT Customer Services Team will send confirmation of the acceptance.

Delivery times vary by quantity ordered, SIM type and delivery destination. The target times for delivery can be found in the table below.

Service Description	Service Levels & Target
Target time for delivery of Global IoT SIMs for forecast <10k (Standard plugin Mini, Micro Nano, Industrial Plugin)	Six (6) Business Days measured from the time that the SIM supplier receives the order.
Target time for delivery of Global IoT SIMs for forecast >10k (Standard plugin Mini, Micro Nano, Industrial Plugin)	Fifteen (15) Business Days measured from the time that the SIM supplier receives the order.
Target time for delivery of Global IoT SIMs for forecast Personalised or VQFN8 orders	Fifteen (15) Business Days measured from the time that the SIM supplier receives the order.
In Target time for delivery of Global IoT SIMs for all non-forecast orders	Twenty-Nine (29) Business Days measured from the time that the SIM supplier receives the order.

Delivering added value for TfL

As added value, we will continue to work in close partnership with TfL and your third-party suppliers to ensure project specific SIM requirements are captured accordingly. As we do today, our SIM experts will liaise directly with TfL and your third-party counterparts to offer advice and expertise. Where necessary, we will also work directly with SIM manufacturers, to provide bespoke SIM profiles or builds.

To account for these different SIM types and builds, we have specific delivery processes for the connections in use by TfL. These are captured below:

Standard Mobile Connections – stocks of SIM are held centrally by Computer Centre. These are a standard PIN enabled triple SIM form factor specification which can be used in all devices (Standard, Micro and Nano) Most devices use the nano SIMs but the other form factors can be used where required.

iBus – TfL hold their own stock of PIN Disabled Triple SIM cards for these connection types. Where required, we can also supply a standalone Standard SIM with no pre-cut perforations which solves the problem of the SIMs being rattled apart while in situ in the buses.

Cubic – the Cubic team have their own large batch of SIMs which are ordered in thousands to replenish the stock when needed. These are a bespoke 3 form factor half PIN Derived SIMs which we order directly from our SIM supplier when they are required.

Ticketing – To support TfL's ticketing requirements, we provide a number of different devices with differing sim requirements. Hence use the Triple SIM for all connections (Standard 2FF, Micro 3FF and Nano 4FF).

ULEZ – we have just shipped 100 spare SIMS to TfL to help you recover following a recent spate of camera thefts encountered. This was done under goodwill and free of charge (shipped from Spain).

1.3 eSIM

MS-012 – eSIM

TfL have indicated that they feel it is very important that eSIMs are deployed in IoT/M2M devices - the TfL eSIM requirement was discussed at the TfL Invitation to Submit Initial Tenders Technical Solution and Negotiation Session held on the 23rd of February.

Following our meeting, various options have been considered by VMO2 and it is felt that the best way forward would be for TfL to deploy Telefónica Kite Global M2M eSIMs. These are Spanish SIMs that can utilise all UK mobile operator networks.

The TfL ultra-low emission zone cameras already use a Telefónica Kite Global M2M APN solution, the tfl.ulez APN, with Telefónica Kite Global M2M SIMs - but in this case standard SIMs rather than eSIMs have been deployed.

Telefónica SIM Subscription Management Platform

The Telefónica SIM Subscription Management platform is compliant with GSMA standard SGP .02.

The Telefónica Tech (TTech) team, who have responsibility for the SIM Subscription Management Platform, have provided a commitment to support GSMA standard SGP .02 for at least the next five to seven years.

After this period TTech will need to re-evaluate the situation with the standard and how long it will be supported – for instance the GSMA could deprecate the standard. However, TfL can be assured that TTech will work closely with VMO2 and TfL to agree what will apply for the period after the next seven years.

End Devices

VMO2 will work with TfL to ensure that deployed devices will work with the Telefónica eSIMs that have the Telefónica Kite Global M2M network profile within the eUICC software component. Telefónica can provide eSIMs in a number of different form factors including mini SIM, micro SIM, nano SIM and solderable SIM VQFN8 format.

The following logistic options can be supported for embedded SIMs:

1. We provide TfL the embedded SIMs with the Telefónica Kite Global M2M network profile so that the device manufacturer can solder them during the manufacturing process. This has all the Telefónica guarantees
2. We provide the part number and authorisation to the manufacturer so that TfL can purchase Telefónica eUICCs directly from the manufacturer. This has all Telefónica guarantees regarding SIMs functionality, but none regarding the quality of the logistics of the SIMs

Option 1 is the preferred option and it is recommended that this is the approach that TfL adopt.

TfL will need to ensure that deployed devices are capable of successfully performing the operations that will need to be actioned if the Telefónica Spain Global M2M eSIM is to become an eSIM of another organisation/UK mobile operator.

TfL will need to ensure that the firmware of the deployed devices can be updated Over The Air (OTA) – in case the device firmware needs to be updated ahead of the device/eSIM being migrated to another organisation. Please note, TfL will need to fund any device certification activities.

Migration of Telefónica eSIMs to another Organisations SIM Subscription Management Platform

Integrating the SIM Subscription Management Platform of one organisation with the SIM Subscription Management Platform of a different organisation is complex for a number of reasons - some of which are detailed below:

- Costly/complex integration project activity
- The GSMA standard SGP .02 does not define all aspects of a deployment, such as the orchestration level, and this may lead to end-to-end flow incompatibilities between the two organisations that are trying to integrate their SIM Subscription Management Platforms
- The device and customer back-end systems must be able to cope with the change in network interconnection point

- Different organisations have different operational models
- Devices that are compliant with eSIM technology, that have been certified, need to be deployed
- New APN solution infrastructure will need to be put in place

If TfL wish for us to undertake an integration activity with another organisation/UK mobile operator the following would apply:

- The cost of integrating the Telefónica SIM Subscription Management Platform with the SIM Subscription Management Platform of another organisation/UK mobile operator would need to be funded by TfL
- TfL would need to sign a contract with another organisation/UK mobile operator who would be prepared to undertake the necessary integration work to “receive” the eSIMs. Any costs that will be incurred by the other organisation/UK mobile operator would need to be funded by TfL or the other organisation/UK mobile operator
- TfL would need to give reasonable notice, 12 months-notice is considered reasonable, of wanting to undertake such a complex integration project in order that the cost of the work can be assessed and a pricing schedule can be created such that commercial discussions with TfL can commence. We will also require time to put together a project team to perform the required work activities
- The other organisations/UK mobile operator’s SIM Subscription Management Platform must be compliant with GSMA standard SGP .02
- If the SIM migration needs to be done in batches that would need to be taken into consideration when migration project plans are created
- Orchestration of the SIM migrations is key and would need to be agreed and defined as part of the migration project activity
- If the orchestration of the SIM migrations needs to be executed and monitored by us charges will apply that will need to be factored into the overall cost of the project
- TfL must take into account that some devices might not be able to support a SIM migration due to bad coverage or other circumstances that mean the device is not interacting with a mobile network – TfL will need to deal with such situations. Furthermore, the organisation that is “receiving” the eSIMs must ensure they have coverage in the geographic area where the end device is deployed
- Undertaking the SIM migration activities may impact the live service of the deployed devices – will be dependent on the end devices
- A well defined end-to-end validation process, that is agreed by all parties involved, must be put in place prior to the execution of the migration project
- The roles and responsibilities of the different organisations involved in the migration activity will need to be defined and agreed. Who will lead the project activity will also need to be agreed
- Depending on the specific exit agreement it is likely that the Telefónica profile on the eSIM will have to be deleted. The charges associated with Telefónica undertaking this work will need to be factored into the overall cost of the project

Our eSIM Expertise

TTech, who have responsibility for the SIM Subscription Management Platform, and Telefónica Spain, provider of the eSIMs, have a great deal of expertise in terms of eSIMs and SIM Subscription Management Platforms.

TTech and Telefónica Spain have demonstrated that they can undertake complex eSIM/SIM Subscription Management Platform integration projects – some examples are provided below:

- Vivo Brazil
- USA mobile network operator
- Japanese mobile network operator

TTech and Telefonica Spain have also undertaken eSIM/SIM Subscription Management Platform integration projects with several of the Telefónica operating businesses such that eSIMs can be migrated as detailed below:

- Telefónica Spain Global M2M SIM to local operator SIM
- Local operator SIM to Telefónica Spain Global M2M SIM

2. DATA LINKS AND APNS

2.1 Data Links and APNs

VMO2 fully meets TfL's requirements for Data Links and Access Point Names (APNs).

VMO2 can provide TfL with a roaming SIM solution – a Telefónica Spain SIM that is roaming when used in the UK. This solution is known as the Kite Global M2M SIM solution. The use of a roaming SIM is advantageous to TfL as it maximises the cellular footprint that is available to devices deployed in the UK.

Presently, TfL can use Kite Global M2M SIMs with the following UK mobile networks:

- 2G bearer: VMO2, Vodafone UK, EE
- 3G bearer: VMO2, Vodafone UK, Hutchison 3 UK, EE
- 4G bearer: VMO2, Vodafone, Hutchison 3 UK, EE

We understand the importance of the 2G and 3G networks to TfL. We appreciate that there will be complexity associated with migration away from 2G/3G, towards future-proofed technologies such as 4G and 5G. VMO2 will work closely with you to support your technology roadmap. Some UK operators have already announced closure dates for their 2G/3G networks. VMO2 will keep TfL updated regarding our own timescales for planned closures.

The Telefónica Global M2M SIM solution uses a dedicated resilient and redundant core in Spain and has dedicated support teams.

A private Access Point Name (APN) solution is provided as part of the Global M2M solution and enables data transfer to and from mobile devices via the 2G, 3G and 4G bearers.

The Global M2M SIM APN solution provides a level of granularity that is not normally available:

- **Services available to end devices:** TfL will define which services will be able to be used by the end devices – for instance IP data only.
- **Mobile networks available to end devices:** TfL will define which UK mobile networks can be used by devices.
- **Multiple profiles can be put in place:** it is recognised that different devices/use cases will have different requirements.

PLMN List

A Public Land Mobile Network (PLMN) list is used on the Telefónica Global M2M SIMs to set the order in which mobile networks will be used in the UK. VMO2 is the preferred mobile network in the UK and will be used if VMO2 has coverage in the geographic area where the end device is deployed:

To get the maximum benefit from a roaming SIM it is recommended that the end device solution should incorporate the capability to identify if IP data cannot be transferred and if this was to occur should force the radio module to use a different mobile network.

Restrict which Radio Bearer is Used

A capability was introduced in August 2023 that will allow TfL to restrict which radio bearers can be used by end devices – for instance it will be possible to restrict devices to only use the 4G radio bearer.

MS-026: Access Point Name (APN) Options

Figure A shows, at a top-level, the different APN solution architectures that are currently supported.

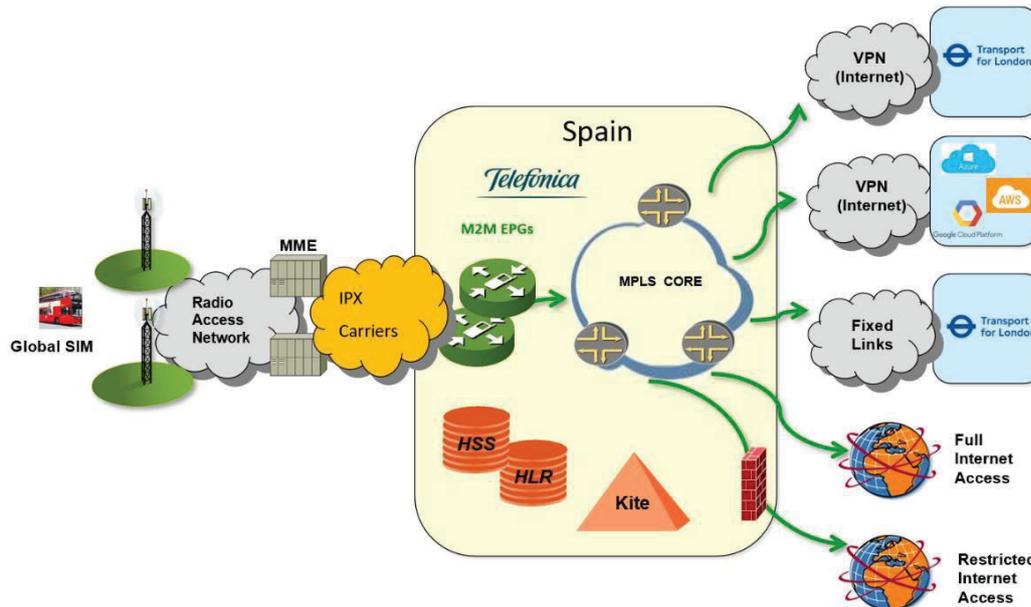


Figure A: Top Level Architecture of Telefónica Global M2M APN Solutions

Customer APNs, regardless of whether dynamic or static IP addressing is supported are always built on two 'back-end' nodes in the Telefónica Spain network – the M2M Evolved Packet Gateways (EPGs) shown in Figure A. This ensures service is maintained even if Telefónica needs to undertake maintenance work on one of the EPGs.

Multiple APNs can use the same VPN or fixed link infrastructure - meaning additional APNs will be more cost effective and it will be possible to put new APNs in place more quickly.

MS-027: Data Links

VMO2 fully meets TfL's requirements relating to the support of a variety of connectivity options for data services.

APN Solutions that Provide Direct Internet Connectivity

We can offer TfL three APN options that provides devices with direct Internet access:

- **Full Internet access:** shared APN
- **Full Internet access:** TfL private APN
- **Restricted Internet access:** TfL private APN

Our Internet access is heavily firewalled, and any data sessions must be initiated via the mobile devices. TfL can have confidence in our solution knowing unsolicited data cannot reach the TfL devices.

The data flow is as detailed in Figure B:

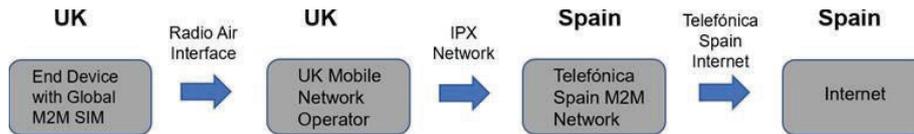


Figure B: Data Flow for Kite Global M2M SIM – Direct Internet Access APN Solutions

a) VPN Solutions that Provide Redundant Connectivity to TfL Data Centres or the Cloud

Our Telefónica M2M network will be connected to the TfL network via secure VPN tunnels in order that M2M devices can interact with back-end systems that are on the TfL WAN/LAN infrastructure. Direct Internet access is not provided to end devices by Telefónica.

VPN based APN solutions are now used by the majority of customers due to the flexibility they provide – for instance if TfL wish to move data centres or system integration partners it will be advantageous if VPN tunnels are used.

Specific VPN tunnel solutions have been developed for customers that wish to use AWS or Azure or Google cloud services.

Redundancy/Resilience

VPN tunnels secure the data transfer across the Internet and two tunnels are provided for redundancy/resilience.

Bandwidth/Throughput

As VMO2 has no control over the TfL internet service provider, we cannot provide guarantees in terms of throughput that will be achieved via the VPN tunnels. For the Telefónica managed infrastructure and Internet connectivity the Telefónica engineering teams in Spain introduce new capacity/hardware as required. Please note, none of customers, including TfL have experienced throughput issues due to VPN tunnels.

Authentication and IP Address Allocation

A wide range of different APN configurations can be supported, as detailed in Table 21 below, due to the varying requirements of our customer base.

Since May 2021 TfL have had a Telefónica Global M2M SIM APN solution that provides IP connectivity to the ULEZ cameras – APN name of tfl.ulez. An example of the value-add VMO2 provides is the in-depth technical support, over a six-week period, to the TfL camera provider so they could enhance their camera firmware to better work with roaming SIMs.

APN Configuration	TfL APN
No RADIUS and Telefónica DHCP	tfl.ulez
Customer RADIUS and Telefónica DHCP	
No RADIUS and static IP addressing provided by Telefónica	
Customer RADIUS and static IP addressing provided by Telefónica	
Customer RADIUS and customer DHCP	

Table 21: APN Configurations Supported

We do not block any IP data transfer from the end device solutions. This is advantageous to TfL as it means TfL can apply the required security policy within their data centres.

Data Flow

The data flow is as detailed in Figure C.

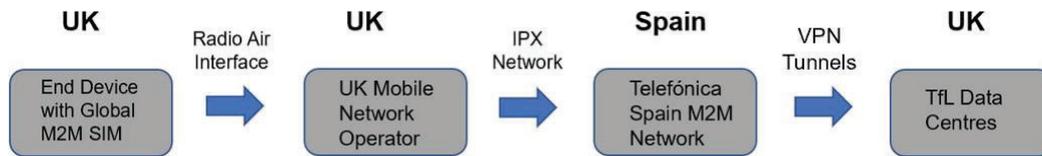


Figure C: Data Flow for Kite Global M2M SIM – Private APN with VPN Tunnel Connectivity

b) Dedicated Fixed Links that Provide Connectivity to TfL Data Centres

It is possible to provide APNs that utilise fixed links between our Telefónica Spain M2M core network and TfL's data centres. However, most customers choose to utilise VPN tunnels due to the flexibility these provide.

Redundancy/Resilience

VMO2 recommends that two fixed links are used in order that there is link redundancy/resilience.

Bandwidth/Throughput

Fixed links with whatever bandwidth/throughput is required by TfL can be provided.

Authentication and IP Address Allocation

The same options detailed in Table 21 are supported.

Data Flow

The data flow is as detailed in Figure D.

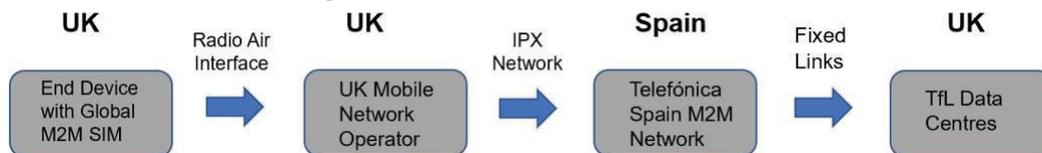


Figure D: Data Flow for Kite Global M2M SIM – Private APN with Fixed Links

Data Connectivity Management and Support

TfL are supported via our established helpdesk to helpdesk model. A customer service charter for the service captures the key contacts, processes and the standards we strive to achieve for M2M/IoT customers.

The goal of Incident Management is to restore service to customers and end users as quickly as possible, following the identification of an incident.

An incident is prioritised by VMO2 using a classification system that is based on the impact of the symptoms experienced by TfL and other customers – refer to Table 22. The classification is set by VMO2 and implies the order in which VMO2 shall apply resources across competing incidents. The classification takes into account the resource level applied to the incident in the context of the resource levels available to VMO2 to support the incident management process.

Incident Classification	Description
Critical	A service-affecting condition has occurred that required urgent corrective action
High	An incident has occurred which seriously impairs service. It required urgent correction.
Medium	An incident impairs service but not seriously.
Low	The incident does not currently impair service, but the condition needs to be correction before it becomes more severe.

Table 22: VMO2’s Incident Classifications

Figure E shows at a top level the structure of the support teams that support the Telefónica Global M2M SIM solutions.

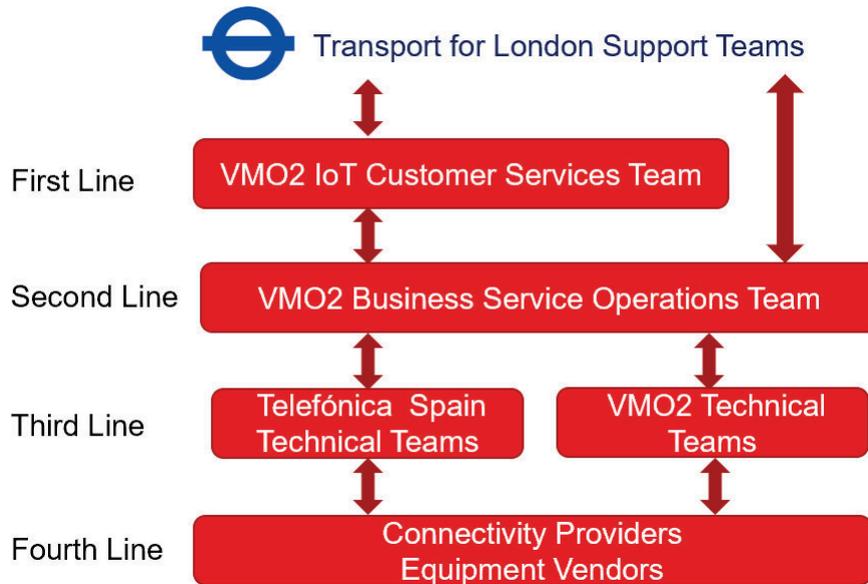


Figure E Structure of the Support Teams

The VMO2 IoT Customer Services Team primarily deal with non-service impacting queries – for instance SIM orders.

The key team if service impacting issues are being experienced is the VMO2 Business Service Operations Team (BSO), based in Leeds in the UK, that provides second line support. The VMO2 BSO team will capture the details of the issues being experienced and will undertake fault finding activities. The BSO team will request support from the third and fourth line teams as appropriate.

Our Kite Platform

The Telefónica Kite platform is provided as part of the Global M2M SIM solution. Figure F shows a screenshot of the Kite platform Graphical User Interface (GUI).

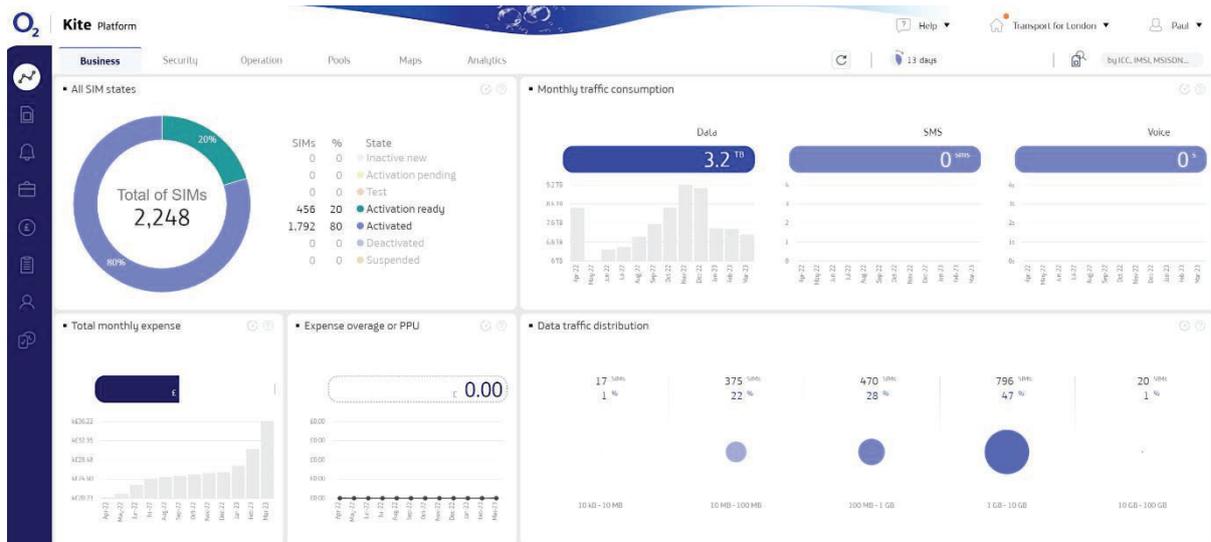


Figure F Telefónica Kite Platform GUI

The Kite platform has been specifically developed by Telefónica to enable customers to manage the connectivity of their M2M devices.

The capability offered to TfL by the Telefónica Kite platform includes the following:

- SIM card inventory management
- Management of pre-bills
- Provision of SIM cards
- Management of alarms and reports

The Kite platform API allows customers to integrate their systems with the Kite platform to access the data and capabilities offered by the Kite platform.

MS-028; Cellular Router

VMO2 fully meets TfL's cellular router requirements and currently provides cellular WAN routers for use cases such as rapid deployment in the construction sector, for primary connectivity for a remote logistics hub, or as temporary connectivity for new depots in the transportation sector. We also currently provide TfL with CWAN routers as part of our bodyworn camera solution.

As detailed in the feedback to sections MS-026 MS-027 we can offer TfL three different Global M2M SIM (i.e. roaming SIM) APN solutions that provides devices with direct Internet access:

- **Full Internet access** – shared APN: the APN is used by multiple customers including TfL
- **Full Internet access** – TfL private APN: TfL choose the APN name and the APN is dedicated to TfL
- **Restricted Internet access** – TfL private APN: we will work with TfL to capture the IP filters that need to be put in place to restrict what end devices can interact with on the Internet – we are providing a managed firewall solution

If TfL require the ability to have full control over what the end users/devices can do whilst connected to the Internet we also offer the MODA solution with our partner Akamai. The key capability offered by the MODA solution is detailed below:

- Customers can access a secure Web based tool to manage each device profile that is registered to the service
- Usage statistics are available via the Web portal

- Devices can be managed individually or as a group/department
- Controls can be implemented for all mobile data communication using an Internet policy engine that can be configured with different rules for each department
- Real Time: changes to controls are implemented immediately

Business Intelligence: granular insights into how the mobile data is being use TfL already use the MODA solution with some corporate devices.

Benefits of our Cellular WAN to TfL Include:

- **Rapid Deployment** – TfL can plug and play as the router arrives pre-configured
- **Highly Available Connectivity** – TfL can choose from VMO2-only or UK-wide roaming meaning TfL can roam across multiple UK operators.
- **Scalability** – TfL can easily scale up or down as you need to add or remove devices.

We currently provide cellular WAN routers and SIMs/APN solutions to a wide range of organisations to support use cases such as rapid deployment in the construction sector, primary connectivity for remote logistic hubs, or as temporary connectivity for new depots in the transportation sector.

A variety of routers can be supplied depending on what applies for a particular TfL site - for instance for larger sites Cisco routers are typically deployed with Global M2M SIMs.

We will work with TfL to capture specific site requirements and use this information to determine which router should be used and the type of Internet connectivity that best meets the sites requirements.

As evidence of our abilities, TfL currently use a VMO2 solution, Cradlepoint routers with Global M2M SIMs, as part of TfL's body worn camera solution.

As added value and to drive continuous improvement to our solutions and service support for our cellular routers, we are currently working with TfL enhance the current support model for our Bodyworn cameras and underlying CWAN routers. We understand that TfL are looking for a 24x7 support for the remote servers and wireless routers and are undertaking initial scoping discussions with the project set to start late summer.

MS-029; Cellular WAN Extender

VMO2 can provide TfL with a Cellular WAN Extender to provide access to the internet for TfL users via Wi-Fi and/or Ethernet connections.

The feedback provided in MS-026 and MS-027 provides detailed information on the VPN and fixed link APN solutions that can be provided to TfL:

- These APN solutions will provide secure network integration into TfL data centres
- A great deal of flexibility is offered by the solutions – for instance TfL can choose whether dynamic or static IP addressing is used
- TfL already have a number of VMO2 APN solutions and it may be possible to use one of the existing APN solutions to provide the required IP connectivity to a remote site. It is also possible to build additional APNs on existing VPN or fixed link infrastructure – this is advantageous to TfL as APNs can be provided very quickly and the cost associated with the APN is reduced

A variety of routers can be supplied depending on what applies for a particular TfL site - for instance for larger sites Cisco routers are typically deployed with Global M2M SIMs.

We will work with TfL to capture specific site requirements and use this information to determine the following:

- Which type of router is best suited to the requirement – consider aspects such as how many people will be using the router and where it will be deployed

- Which back-end servers the end users/devices need to interact with within the TfL corporate environment. Can one of the existing APNs be used? (i.e. TfL already have a number of VMO2 UK SIM APN solutions and a Global M2M SIM APN solution that is used with the ULEZ cameras). Can an additional APN be built on the existing VPN or fixed link infrastructure?

The Telefónica Kite platform is provided as part of the Global M2M SIM APN solution and includes capability such as the ability to put rules in place that will “flag”, to TfL support team(s), potential issues. For instance, an International Mobile Equipment Identity (IMEI) rule can be put in place that will alert TfL if a router SIM is put into a different device. Furthermore, it is possible to configure that the SIM will automatically be deactivated if this was to occur.

The Telefónica Kite platform offers powerful functionality that can be used to highlight potential issues to customers.

3. COVERAGE

3.1 General Coverage

VMO2 fully meets TfL's requirements relating to General Coverage. We will deliver this through our focus on TfL and its unique geographical needs, and our determination to ensure that you have the network coverage you expect.

When we created Virgin Media O2 in June 2021, our shareholders, Liberty Global and Telefonica committed to investing at least £10bn in our networks over the subsequent five years. £1.2m a day on our mobile network alone.

This will allow us to bring together next-generation Gigabit broadband while expanding our 5G services across the county.

We're continuing to strengthen our 4G network, provide new LPWAN coverage solutions, Our 5G network currently covers over 1,600 towns and cities across the UK and will cover 50% of the population in 2023.

Since 2022, the VMO2 has been adding extra 4G to over 725,000 postcodes to meet the demand for data traffic. In parallel, we are deploying our 5G network via rollout of additional cell sites, including macro sites, in-building solutions, and small cell deployments. We are using both low band and high band spectrum frequencies for our 5G network to deliver widespread and stronger in-building 5G coverage and fast speeds and higher capacity bandwidth in busier urban places.

The current 5G network is called Non-Stand Alone 5G or 5G NSA, and it still runs through their current core network. However, to deliver continuous improvement we are planning to introduce Stand Alone 5G (or 5G SA) this year. Consequently, TfL will be able to benefit from a host of additional customer benefits over time, including network slicing, ultra-reliability, and super low latency.

VMO2 is also undergoing our biggest ever Core Network Modernisation Programme, transforming every part of its Core service, which will enable us to build, grow and evolve capability. This Core Programme will move customers away from older equipment onto a new converged Core, consolidating networks to create efficiencies and reducing costs. We are also adding new applications and functions that didn't exist before, which will ultimately become the foundation of future services.

We are increasing competition by allowing greater choice of vendors for network building blocks and promoting innovation through diversification.

We are participating in the 5G SONIC Lab, a government-funded vendor interoperability lab, to foster an ecosystem of open RAN suppliers for different elements of network design, build, and run and facilitate inter-vendor interoperability.

Adopting O-RAN (or Open Radio Access Networks) to be more agile in activating new functionalities and offering better and more cost-effective network services for our customers.

We are also replacing hardware with software that runs virtual network functions through Telco Cloud. Using software-defined networks enables us to be more agile and flexible in how we programme, manage, and deploy our services, and quickly scale functions up and down as needed. We are also improving our 4G connectivity for Britain and supporting our customers at home and abroad, with almost 100 roaming agreements in place with operators for 5G customers in 54 countries worldwide.

Furthermore, all our 4G network is now Wi-Fi calling and 4G calling enabled, allowing customers to make calls, take calls, and send and receive text messages wherever there's a Wi-Fi connection.

Our growing network of small cells boosts network capacity and coverage in high-density areas, including within bus shelters. We are also working in partnership to deliver high-speed 4G and 5G-ready mobile connectivity across the Tube, including inside tunnels.

MS-030 – National Coverage

Please find below an overview of our indoor and outdoor coverage for 2G, 3G, 4G and 5G in the UK.

learn from the experiences and behaviours of our customers whilst redirecting signals in response to demand in real time, such as changing the coverage area of a cell site. The system makes 22,000 autonomous customer-led network decisions daily, including moving customers between our 3G, 4G & 5G network, dependent on which would offer the best customer experience. This enables easier and faster set-up of cells to minimise disruption and engineer resources. For TfL this means less network congestion and less dropped calls.

The VMO2 network has a high level of availability, consistently offering uptimes in excess of 99%. Our network availability is measured on a UK-wide basis, monitored by our Network Management Centre, 24x7. The availability metric measures the time that the radio interface (the mobile signal provided by each cell site), is available and providing a signal to our customers.

Additional information for London

VMO2 provides seamless and reliable network coverage for our valued customers with an unwavering commitment to customer satisfaction. VMO2 will continue to support 3G and 2G networks for a longer duration than any other operator in the UK.

Moreover, VMO2's dedication to providing uninterrupted network coverage is reflected in its mission to ensure that, where possible, 2G connectivity will be added to sites if it is missing.

This means that additional priorities have been approved to add 2G where it is required as a TfL priority or add 2G if required to sites that are visited for other capacity/capability upgrades reasons. VMO2's central planning and strategy teams are currently in discussions to finalise the list of these sites. This list will include the TfL priority sites.

This significant investment in the 2G network is a testament to VMO2's commitment to providing the best possible network coverage to its customers. With this initiative, VMO2 aims to ensure that all its customers, regardless of location, have access to uninterrupted network coverage and can stay connected to the people and things that matter most to them.

We recognise that significant investment is needed in the short-term to underpin our dedicated to providing an uninterrupted service for TfL. We remain committed to helping TfL transition and benefit from 4G & 5G technologies.

Decommissioning of 2G and 3G Technology

In December 2021, the Department for Digital, Culture, Media & Sport released a joint statement outlining the sunset of 2G and 3G networks. The statement emphasised the public ambition for Open RAN rollout as part of the Telecoms Supply Chain Diversification Strategy. There is an industry-wide agreement that 3G technology should be decommissioned to rationalise the ever-growing technology stack. The UK has seen Vodafone announce their closures in 2023, and EE and Three in 2024, citing high infrastructure maintenance costs and a desire to focus on modern mobile technologies. All other operators have provided a plan for 3G shutdown, but due to contractual commitments, an accelerated 3G shutdown has not been pursued until now.

3G Shutdown:

As per the industry consensus, 3G technology will be decommissioned first, perhaps as early as the middle of this decade. However, it may continue to run longer in some areas. The shutdown will be executed in a phased manner, with 12 months' notice provided ahead of the shutdown in each area. 3G data technology is used by millions of older IoT devices that may need a new SIM - or replacing altogether. With such potentially big changes afoot, a more efficient, flexible IoT future is required, this is made possible with newer, faster, and low power network technologies like Narrow Band - IoT or LTE-M.

LTE-M is already enabled on the VMO2 Network and Narrow Band - IoT rollout is planned from end of 2023.

2G Shutdown:

2G technology will continue to exist at least until the beginning of 2028 and will then be progressively shut down. Like 3G shutdown, there will be a phased approach with 12 months' notice provided ahead of the shutdown in each area.

Device Requirements:

We recommend that all new devices deployed should be a minimum of 4G and ideally 5G capable to ensure they can continue to operate seamlessly without disruption. We will be working closely with all our partners to ensure a smooth transition for all our M2M and smart meter customers.

In summary:

The decommissioning of 3G & 2G technologies is a significant step forward in modernising the UK's telecommunications industry. Our phased approach with a minimum 12 months' notice and commitment to working closely with TfL will give ample time to adapt to the changes and where required, upgrade of devices. The transition to modern technologies such as 4G and 5G will provide customers with faster, more reliable, and efficient services. We remain committed to ensuring a seamless transition for all our customers and partners.

MS031 – International Roaming

TfL currently make use of our Kite platform and Telefonica Spanish roaming SIMs to support your ULEZ requirements. Use of the platform and these roaming SIMs can be expanded as TfL requires. Kite is a Telefonica owned and built web-based SIM management platform that TfL can access remotely to manage your SIM estate, allowing you to activate/de-activate SIMs yourself as required, change tariffs, and report on usage amongst other features mentioned above. This platform and SIM combination is the choice of the majority of our IoT customers for both roaming.

The Telefonica Spanish SIMs are homed to the Movistar network in Spain, and as such as able to offer roaming in other countries, including the UK. The SIMs will steer to VMO2 first, and if VMO2 isn't available (network maintenance etc), they will connect to another UK network. We have roaming agreements with 3, EE and Vodafone. If the SIMs are connected to bespoke international tariffs, then they will also be able to roam on selected networks abroad. We have over 700 roaming agreements in place with partners across the globe.

3.2 Coverage Uplift

VMO2 successfully engineers and installs multiple coverage uplift solutions for its customers every year. Through our specialist Corporate Engineering team, we can ensure the highest levels of coverage and quality to those sites and locations which are most important to our customers. We invest more than £1million pounds per annum in coverage uplift solutions and on specialist coverage needs.

MS-032 – Coverage Uplift**Approach to Coverage Uplift**

Where a site-specific coverage uplift solution is necessary, one of our Corporate Customer Engineers will conduct an on-site survey to capture both external and internal coverage and average data speeds to determine the most appropriate solution for TfL.

We have extensive experience in providing coverage uplift solutions, ranging from small cell technology for small office environments through to bespoke solutions for large offices and complex operational environments.

Our recommended solution will be based on site specific considerations. In some cases, the existing external signal might be boosted within the building using a "Repeater", in other cases a direct communication link will be installed to in the building to support a "Microcell" solution. We will always

focus on identifying the most appropriate and cost-effective solution to support your site-specific requirements.

Commercial Approach

In circumstances where in-building coverage is restricted, for example, due to structural or geographic reasons, to ensure best value for TfL, we would initially review optimisation of the serving cell site and/or determine if new build works are planned, to provide a solution at zero cost to TfL.

Where a site-specific coverage uplift solution is necessary at one of your key locations, the cost will vary depending upon TfL's specific site requirement and the technology deployed. The cost of the recommended solution would naturally be discussed, and the solution refined as appropriate prior to reaching agreement to proceed.

VMO2 has 16 coverage uplift solutions installed as detailed below in Table 13 and as added value, we have funded all 16 of the coverage uplift solutions which are in place across TfL today. As a result, we are uniquely placed to provide the necessary coverage uplift solutions with the least disruption to TfL and at a competitive price.

CSR Name	Solution Type	VMO2 Funded
TFL Palestra	Microcell	Yes
TFL, Pier Walk	Microcell	Yes
TFL Stratford	Microcell	Yes
TFL Holloway – Bus Depot	Microcell	Yes
TFL Uxbridge – Bus Depot	Microcell	Yes
TFL Merton – Bus Depot	Microcell	Yes
TFL Putney Bus Depot	Microcell	Yes
TFL Potters Bar – Metroline Bus Depot	Microcell	Yes
TFL Catford – Bus Depot	Microcell	Yes
TFL Hounslow Bus Depot (repeater extension)	Enhancer (Cobham)	Yes
TFL New Cross – Bus Depot (repeater extension)	Enhancer (Cobham)	Yes
TFL Hounslow	Microcell	Yes
TFL Beddington	Microcell	Yes
TFL Brixton	Microcell	Yes
TFL Dartford	Microcell	Yes
TFL New Cross	Microcell	Yes

Table 13 – Current In-Building Solutions funded by VMO2

Our specific recommendations based on the coverage uplift scenarios supplied are as follows:

Scenario A – Indoor coverage provided for one of TfL's main offices with 40 separate antenna locations.

VMO2 approach to upgrade the existing solution, including replacing some Microcell equipment.

The most cost-effective option for TfL is to use passive DAS for all technologies, resulting in a 2x2 MIMO configuration (2 transmit and receive paths).

The cost of this upgrade is detailed in Schedule 5.1 (*Charges*).

Alternatively, an indoor small cell overlay for 5G can be added ensuring the 5G has a 4x4 MIMO configuration (4 transmit and receive paths) to maximise capacity and data speeds.

This pricing is included in Schedule 5.1 (*Charges*): Reference 1 Upgrade Solution Option including small cell overlay for 5G.

Please note that if these solutions were installed into an Office building from new rather than an upgrade, the pricing options would be different than detailed in Schedule 5.1 (*Charges*):

Reference 1 New Solution: 2x2 MIMO configuration

Reference 1 New Solution Option including small cell overlay for 5G

Scenario B – coverage expansion for a bus garage with 4 antenna locations.

VMO2 approach to upgrade the existing solution, replacing equipment as necessary.

The most cost-effective option is to use passive DAS for all technologies resulting in a 2x2 MIMO configuration (2 transmit and receive paths).

This cost of this upgrade is detailed in Schedule 5.1 (*Charges*).

Alternatively, an indoor small cell overlay for 5G can be added ensuring the 5G has a 4x4 MIMO configuration (4 transmit and receive paths) to maximise capacity and data speeds.

This is included in Schedule 5.1 (*Charges*): Reference 2 Upgrade Solution Option including small cell overlay for 5G.

Please note that If these solutions were installed into a bus garage from new rather than an as upgrade, the pricing options would be different than detailed in Schedule 5.1 (*Charges*):

Reference 1 New Solution: 2x2 MIMO configuration

Reference 1 New Solution Option including small cell overlay for 5G

There is no annual fee for any of the above options providing that TFL are in contract with VMO2 for mobile services.

As Added Value

VMO2 has historically funded 16 In-Building Solutions for TfL at your Head Office and key locations, TfL can leverage this existing service under a new corporate contract, we estimate this will save TfL in the region of [REDACTED]. Should a site-specific coverage uplift solution be deemed necessary under a new agreement, VMO2 has committed a coverage investment fund of [REDACTED].

In the event that such funding is not Committed by the end of the calendar year in which the Commencement Date falls, then funding will be withdrawn unless otherwise confirmed by O2 in writing to the Customer.

Notwithstanding sub-section above, funding will not be available to the Customer during the last 12 months of the Minimum Term except where funding has been Committed prior to the last 12 months of the contract.

Funding is considered Committed at the point where a customer has signed the location specific legal consent allowing O2 to install the coverage solution.

Any recommended network coverage solution, and the provision of the same, will be at O2's sole discretion.

Boostbox hardware and licenses are not covered by this funding.

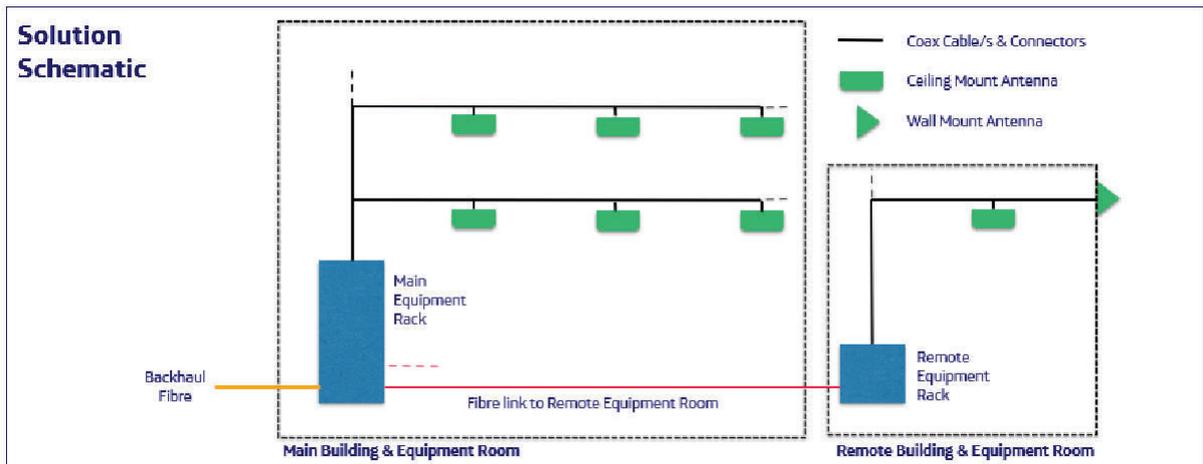
Solution Descriptions and Designs

We have provided further information on these solution options below.

Microcell / Passive DAS

Suitability / Timescales	Small to large offices / buildings and small campuses. Typically takes 6 – 9 months to deliver
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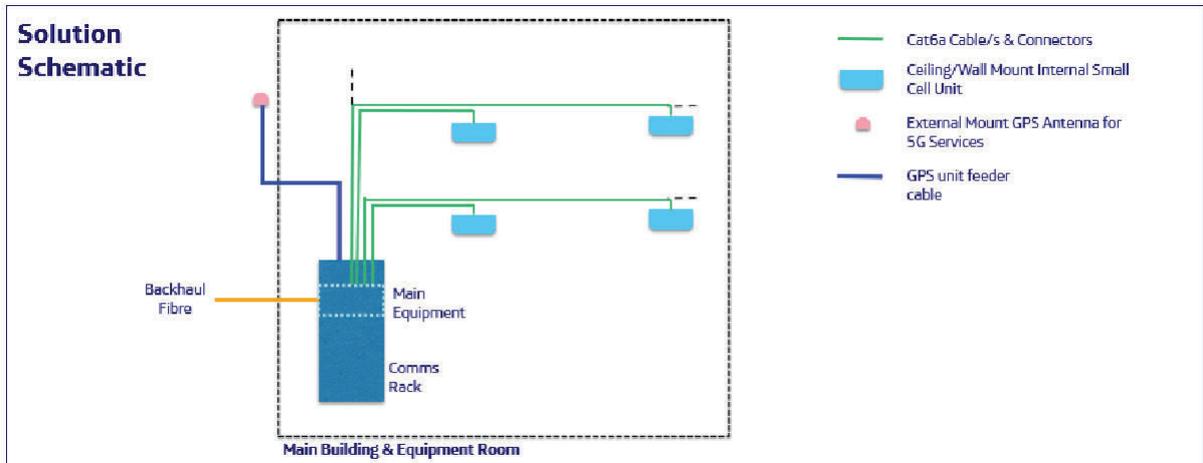
Technology, Frequencies & Capacity	Technologies: 2G, 3G, 4G & 5G. Frequencies (MHz): 900, 1800 & 2100. Capacity: Dimensioned to meet customer requirements
High Level Description	Centralised base station equipment with backhaul connectivity (typically provided over fibre). Coverage is distributed over a passive network of co-ax cable which feed antennas. For high- capacity systems, the co-ax cable may need to be doubled up to support pairs of antennae. For larger buildings, additional remote equipment may be required with single mode fibre connectivity back to the main equipment location. Mainly used for indoor coverage but external areas can be included as an extension to the internal antenna system. External coverage typically limited to around 100m from antenna. Typically single operator but multi-operator working can be considered.
Space, Power and Cooling Requirements	Main equipment location typically requires a single 600mm x 600mm rack, 240V 32A supply and cooling for 2KW. Remote equipment locations typically require a single reduced height 600mm x 600mm rack, a 240V 16A supply and cooling for 1KW.
Customer Responsibilities	Provide all necessary technical, operational and legal approvals to allow the works to commence. Provide the space, power and cooling requirements as defined above. Facilitate access for the transmission provider to install the fibre connection (including signing a wayleave where applicable). VMO2 can provide the equipment rack/s or utilise an existing rack if preferred.



Small Cell

Suitability / Timescales	Small to large offices / buildings and small campuses. Typically takes 6 – 9 months to deliver
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Technology, Frequencies & Capacity	Technologies: 4G & 5G. Frequencies (MHz): 1800, 2100 & 3700. Capacity: Dimensioned to meet customer requirements
High Level Description	<p>Distributed active radio units fed by CAT6a cable in star configuration with centralised backhaul connectivity (typically provided over fibre).</p> <p>Coverage is provided by active small cell radio units typically mounted to walls or ceilings in a similar fashion to Wifi access points. Power is required to each unit and typically provided via POE++ from the main equipment room comms rack. Used for indoor coverage areas only.</p>
Space, Power and Cooling Requirements	Main equipment location typically requires 10U (4G only) to 15U of rack space (4G and 5G), 240V 16A supply and adequate comms room cooling.
Customer Responsibilities	<p>Provide necessary technical, operational and legal approvals to allow the works to commence.</p> <p>Provide the space, power and cooling requirements as defined above. Facilitate access for the transmission provider to install the fibre connection (including signing a wayleave where applicable). VMO2 can provide the equipment rack or utilise an existing rack if preferred.</p>



The typical stages and timeline for the coverage enhancement process are set out below.

1. Initial Assessment:	<ul style="list-style-type: none"> Engineer will survey the TfL buildings to understand the requirements and recommend a solution and provide an estimate of cost.
2. Design Survey:	<ul style="list-style-type: none"> O2 Build Contractor will survey the customer's building and produce a design showing all equipment locations, cable routes etc. This will include a firm price.
3. Backhaul Supplier Circuit Survey	<ul style="list-style-type: none"> Backhaul Supplier to assess private fibre circuit requirements to link TfL premises and O2 network. Will also confirm if a wayleave (legal agreement) is required to allow this to progress.
4. Legal Access	<ul style="list-style-type: none"> Agree and complete the legal agreement between O2 and TfL to allow the works to commence.
5. Approvals and Instruct Suppliers	<ul style="list-style-type: none"> Done once legal agreement is completed.
6. Backhaul Supplier to Deliver Circuit:	<ul style="list-style-type: none"> Install to connect to a Backhaul Supplier exchange. Then install, commission and test the circuit termination hardware followed by commissioning the end to end circuit. NB. Wayleaves typically increase this and are not included in the SLA
7. Build Coverage System:	<ul style="list-style-type: none"> O2 Build Contractor will arrange to complete the cabling, antenna system and also the equipment room preparation works.
8. Install Base station Equipment:	<ul style="list-style-type: none"> O2 equipment vendor will deliver and install the base station hardware. NB. The delivery will sometimes combined with activity 9
9. Configure O2 Network:	<ul style="list-style-type: none"> Build all the configuration and routing files under change control to support the new base station on the O2 network
10. Complete Solution:	<ul style="list-style-type: none"> Vendor will attend site to integrate the base station onto the network and test it.

3.3 Coverage Locations

VMO2 successfully engineers and installs multiple coverage uplift solutions for its customers every year. Through our specialist Corporate Engineering team, we can ensure the highest levels of coverage and quality to those sites and locations which are most important to our customers. We invest more than £1million pounds per annum in coverage uplift solutions and on specialist coverage needs.

MS-032 Coverage Locations – Key Locations

We have completed desktop surveys for all the key locations specified in schedule 2A Services and the full report by site is provided in Attachment 1 to Annex 1. We can confirm that over 99% of sites have good 3G and 4G indoor and outdoor coverage.

87% of the sites identified also have good 5G indoor and outdoor coverage, however where this is not the case, we have included details of predicted future coverage improvements at all sites for information.

Where we collectively identify sites, which require coverage uplift solutions, we will work with TfL in line with the process detailed in section '3.2 Coverage Uplift' above, conducting a physical site survey and determining the most appropriate solution on a per location basis.

4. SOLUTIONS

4.1 Solutions

VMO2 are fully compliant and have detailed our proven approach to solution provision and deployment. We have expertise and experience in using new technologies to build and deliver business focused solutions for customers like Network Rail, British Transport Police and National Highways.

MS-033 & MS-034 - Deployment Activities, from POC to full-scale deployment

We can offer solutions to TfL whereby new connectivity solutions, mobile technology and/or applications can be developed in conjunction with TfL to suit both your immediate and longer-term requirements.

Our approach is market proven, we work in consultatively with our customers through concept design, POCs, deployment at scale and on-boarding into our In-Life function.

As evidence of our ability, we have provided examples whereby new connectivity solutions, mobile technology and/or applications have been developed and delivered into complex operational environment. We will demonstrate our ability to deliver added value and drive continuous improvement of our solutions.

We have included examples of TfL problem statements and solutions we have delivered collectively. In addition, we have also included examples of customer specific solutions, developed and deployed to address problem statements that could be of relevance to TfL and the GLA.

Customer Statement – How to understand and anticipate the movement of people in and around Greater London?

These solutions utilise our mobile technology, providing TfL, the GLA and Department for Transport with a rich data set based on VMO2's mobile interactions. This data is aggregated and anonymised to deliver insights on population movement, profiles, and preferences to anticipate demand and support decision making.

Example A – The data was used by the Greater London Authority (GLA) to understand high street footfall during and after the COVID-19 pandemic. The data was used to distinguish between locals and visitors to each of London's 32 boroughs and the City of London. This was combined with credit card data to identify spending and usage patterns, as well as CCTV analysis to track the prevalence of social distancing. The data and analysis helped GLA get a clearer understanding of how effective curfew and lockdowns were as well as helping to rebuild local economies after the pandemic.

Example B – VMO2 Motion data has also been supplied to TfL as part of the 'EDMOND' project. This new demand data spanned all the Greater London region and was used to identify the movement of people on roads and public transport. This project was ground-breaking and was the first of its kind to leverage mobile phone data across a complex and crowded urban environment.

This data has been used to maintain and update TfL's transport planning models and provide broader policy insight, combined with other datasets relating to transport in London.

Due to the project's success, the demand data is currently being updated and refreshed.

Example C – We have been working closely with the Department for Transport since the start of Lockdown when the requirements and needs for data and insights significantly evolved. The data has been used as a 'quality assurance' against other new daily data sets being consumed across DfT departments and it has been applied as an anchor point for the other datasets. VMO2's mobility data has been used as evidence of population mobility in the 5pm briefings by Number 10.

Customer Statement – *How to proactively manage and reduce incidents in operational environments?*

These solutions leverage our mobile technology, wider core capability and partner ecosystem to address TfL specific problem statements in your underground stations. It is imperative that we work in close conjunction with Senior Project Sponsors and wider TfL project teams through feasibility, concept design and deployment so that we can address a specific suit of TfL requirements.

As a result, the solutions that have been developed and deployed in conjunction with TfL are bespoke whilst remaining agile, meaning we can deliver continual improvement and adapt to changing requirements in a complex operational environment. For example, adapting components/deployment to adhere to mandated Fire & Compliance regulations in our current Smart Escalators Project.

Refinement and development through PoC activities has enabled us to collectively define the solution, capture deployment activities and ensure development of a comprehensive end-to-end support model. This will enable successful delivery during full-scale deployment.

Example A – VMO2 is currently delivering a PoC with London Underground utilising our computer vision and AI technology to assist with incident management at Willesden Green Station. Leveraging the existing CCTV, our solution utilises AI to monitor and detect incidents and events. We have worked closely in conjunction with TfL to define use cases and success criteria for the PoC. This has helped shape the solution design. For example, injured passengers, left or excessive baggage, mobility impaired passengers and antisocial behaviours.

To deliver continuous improvement, for our next phase of PoC at Willesden Green, we are refining use cases, to focus and support with revenue protection activities at the station. New capabilities are being developed around IoT tracking and monitoring and the integration of multiple data sets to support decision making and improve operational efficiencies within this complex environment.

Example B – VMO2 is currently delivering a PoC to Baker Street, Liverpool Street and Holborn stations to assist TfL with incident management on escalators at these locations. From feasibility to concept design, we have worked in close conjunction with your Senior Project Stakeholders, Technology & Data and Fire & Compliance teams to develop a bespoke solution that will deliver customised messages to passengers to raise awareness of escalator safety and/or encourage use of lifts.

Customer Statement – *How to boost operational efficiency and improve Health & Safety measures*

VMO2 and British Sugar launched the first multi-site private mobile network in January 2022, spanning multiple factory sites across a large geographical area. The new private network provides dedicated, secure 4G connectivity to all British Sugar's manufacturing facilities, as part of its major 'factories of the future' upgrade.

The custom-built private VMO2 4G network has been created to give British Sugar the reliable, speedy, and secure connectivity it needs to implement next-generation manufacturing techniques at all four of its sites, spanning three counties. The network will connect multiple IoT (Internet of Things) devices, which means British Sugar will be able to revolutionise its production process, introducing innovations like artificial intelligence (AI), automated production lines, robotics and drones. This will help increase productivity, boost efficiency and improve health and safety on site.

British Sugar will create four 'factory of the future' sites, automating the manufacturing process for sugar and other co-products. Part of the programme will be relying on AI to monitor operations in real time and predict maintenance and potential downtime in advance. This reduces disruption, cuts down on wastage and can deliver cost and energy savings – helping avoid unnecessary emissions. Using a 4G private network also makes for increased security and control, and enables seamless, high-bandwidth connectivity in a complex factory setting where introducing Wi-Fi is challenging (due to a highly metallic factory environment with a requirement for both indoor and outdoor coverage).

This technology can benefit TfL by delivering seamless connectivity and handovers for signalling across its transport network. Alongside ubiquitous connectivity with trackside coverage (tunnels, above ground and passenger embarkment in stations), the same technology can be used to ensure availability and security of mission critical traffic. It will also support a wide range of other use cases that rely on high data bandwidth including AR solutions for field operations, IoT monitoring and

predictive maintenance and AI based CCTV solutions. More advanced use cases like digital twins of travel infrastructure and assets (trains) can be further supported by 5G Private Networks.

Customer Statement – How to better mobilise and support a remote, field-based workforce?

In 2020, VMO2 worked in collaboration with Northumbrian Water to explore and test how 5G could support new technology-enabled solutions for their business. Northumbrian Water was seeking ways to better mobilise and support its field force. As a result, Augmented Reality Remote Expert was created.

This solution encompassed a head mounted device with inbuilt camera and microphone and software platform that connects technicians in the field to experts who can assist with the details of specific jobs. The solution provides step by step workflow and instructions, including health and safety checks, and the ability to capture and share images and footage for training and compliance.

It allows highly skilled operatives to optimise their time by advising remotely, using augmented reality for greater accuracy in description and real-time demonstration using graphics and annotation, rather than having to physically go to each job. This allows teams to resolve faults quicker and more effectively.

This solution could bring value to TfL's field force by helping to improve collaboration, compliance, and training, reduce carbon footprint and improve productivity and operational efficiency.

Customer Statement – How to better protect and support a remote, field-based workforce?

We successfully deployed a lone worker solution for Northumbrian Water to support their field workers, working in remote and potentially dangerous environments. Our Lone Worker solution was deployed on a device and/or smart phone app and was designed to provide monitoring and an alert system to ensure lone worker safety. These dedicated devices help protect Northumbrian Water employees who work alone, in a hazardous environment or at times feeling under threat. The solution provides reassurance knowing that they can get fast assistance in the event of an incident or emergency, and support from one of the 1,000 security teams that are located nationwide or blue light services.

This technology would benefit TfL by supporting and safeguarding staff across multiple roles, from customer facing roles, field engineers to track side staff. This technology can give TfL and its workers peace of mind that support is on hand when required.

Customer Statement – How to ensure personal information could be easily and securely accessed by all required members without issuing individual login credentials?

VMO2 proudly supported NHS England, providing a unique method to transmit data whilst ensuring the necessary security measures were in place to protect sensitive patient data. Alongside our partner ecosystem, VMO2 provided and installed circa 22,000 roaming kite M2M sims in devices distributed to vaccination centres across the country. We set up a unique programme that allowed staff at these centres to access patient data via a single sign on method, with credentials validated using individual NHS ID cards.

As one of the most important technology infrastructure deployments for both us and the UK, rapidly delivering a secure solution was key. A core team of 26 individuals spanning key areas of our business and key Senior Stakeholders worked to develop bespoke products, processes, and systems to support the vaccination programme. Due to the ever-evolving situation and challenges of predicting where vaccines would be distributed next, our rollout approach had to flex to accommodate this changing landscape. To support the nations effort, it was imperative that equipment arrived ahead of the vaccination. To get ahead of the job, VMO2 had to continuously amend the project plan and ultimately, accelerate the plan, delivering the programme 5 x quicker than originally anticipated.

Whilst 30,000 frontline staff concentrated on protecting patients, VMO2 worked extensively with the NHS England IT teams to create an 'Enhanced Level of Support' model, creating a bespoke support desk-to- support desk model to assist with troubleshooting and/or queries. The programme was

rolled out with very short timescales to ensure patients could start receiving vaccinations for COVID-19 at the earliest possible moment, helped by our Kite platform's activation capabilities. VMO2 was able to build on our existing its business relationship with NHS England to provide a comprehensive and resilient network rapid-deployment solution to ensure every site stayed connected throughout the programme, and to this day the NHS are still using these same services with constant expansions.

Additional Services Table

The procurement of any Additional Services is subject to the agreement of the Parties pursuant to the Variation Procedure. TfL is under no commitment to, and gives no representation that it will, purchase any Additional Services. TfL reserves the right to procure such services from any third party and/or to develop in-house alternatives.

Item	Description
Secure Network Access	SIM management (SIA Mobile/MODA) per connection Multi-Factor Authentication
LPWAN	Price per GB per month for total data consumed by LPWAN (LTE-M or NB-IoT) connections
Support Desk Integration	As agreed pursuant to the Variation Procedure
Mobile Call Recording	Call Recording or conversations and Text messages carried out from mobile devices
Inbound Service	Non-Geographical Inbound / Outbound number
Portfolio/Non-Portfolio Mobile Hardware and Accessories	Supply of Mobile Hardware and Accessories etc. which is not ranged as standard equipment by VMO2
Private Telephony Network Integration – General Access	Private Voice Connectivity between PBX and Mobile Devices. Land to Mobile calls between a customer's PBX and Mobile Networks
Mobile Device Management / Security	Mobile Device Management Platforms / Solutions. Endpoint Device Security
	MDM MaaS360 Licences - if required
	MDM MSIntune Licences - if required
	Managed Services MaaS360
	Managed Services MSIntune
	Managed Services Moda
Revenue Protection and Collection	Service which allow for penalty fares to be issued and then recovered
BodyWorn Camera Hardware and Hosting	Supply of Bodyworn Cameras / Accessories and Hosting
LAN / WiFi Technologies	Wireless / Fixed Connectivity solutions and Security to support wider Projects
Portable Mobile Equipment	Mobile Devices / Portable Computers and Laptop type technology
Intelligent Spaces / Buildings	Technologies to support Smart Building type projects such as Smart Stations and Smart Escalator
Data Insights	Insights around the location, movement and behaviours of people, vehicles and assets

Managed Text / SMS Service	Mobile and Desktop managed / Bespoke Services
Mobile Call Recording	Call Recording or conversations and Text messages carried out from mobile devices
Artificial Intelligence Solutions	Simulation of human intelligence processes by machines, especially computer systems. Specific applications of AI include expert systems, natural language processing, speech recognition and machine vision.

5. SUPPORT

5.1 Account Management

VMO2 will continue to provide excellent Account Management via the Account Team led by Client Director (Matt Denby), Client Manager (Lucie Sharp) and Service Delivery Manager (Alison Concepcion). We will also continue to support multiple units/cost centres within TfL and/or other users related to TfL, as well as the GLA and LLDC.

MS-035 – Dedicated Account Management

TfL, The GLA and LLDC will continue to be supported by the dedicated account team noted above. They will continue to be primary contact for all:

- Commercial requests/discussions
- Technical issues/incidents
- Service escalations /queries

You will also be supported by technical and customer service specialists.

Our approach is market proven with VMO2 using the same Account Management approach t for other key customers, such as British Transport Police and Ministry of Justice.

VMO2 will also align the following individuals to support the partnership between TfL and VMO2

- **Executive Sponsorship** – TfL has commitment from senior leaders within VMO2 to continue to engage with peers at TfL to discuss strategic activities and understand your business in detail. They include:

■ [REDACTED]
 ■ [REDACTED]
 ■ [REDACTED]

- **Specialist /Solution Architects** – we have a number of Product Specialists and technical architects who work with TfL to drive innovation. These are all experts in the field of mobility and our wider portfolio. They take a consultative approach, delivering technical enhancements aligned to TfL specified requirements.
- **External Partners** – We'll continue to work in partnership with your organisation and understand your challenges and introduce partners that have services/solutions of benefit to TfL. e.g. we currently work with device and accessory partners to keep TfL abreast of new product developments which may benefit TfL. This was recently evidenced when we hosted the TfL End User Computing Team at the Samsung Innovation centre.

MS-036 – Delivering on Our Responsibilities

TfL's VMO2 account team will ensure TFL's service requirements continue to be delivered to the highest standard by:

- Acting as the interface between TfL/VMO2

- Monitoring performance against agreed SLAs and expectations at regular Service Review meetings
- Leading monthly service/strategic reviews
- Supporting multiple units/cost centres within TfL and/or other users related to TfL
- Continuing to seek additional cost and technology efficiencies

Service and Technology Developments

- To deliver more value, VMO2 have a flexible approach to account and service management; where possible adapting our approach aligning to your organisational requirements. Our detailed knowledge of the TfL organisation and strong relationships ensure we can quickly assess TfL business challenges and problem statements whilst assessing our ability to resolve at pace. Working with TfL through feasibility, concept design and deployment.

Examples include:

- **Smart Stations** - Working closely with TfL and London Underground teams we have deployed the smart station proof of concept
- **Escalator Safety** – We have designed a solution which will help reduce the number of trips and falls on the London Underground escalator estate.
- **Bodyworn Cameras** – With our partner Edesix, we successfully trialled and deployed over 4,500 cameras to TfL employees.

Continual Service Improvement Process (CSIP)

CSIP is key to our Service Management Model and provides a standard and repeatable process.

Service Improvement Activity – Should the service level performance figures or any other service issue identify an area that requires attention, then a service improvement activity is registered.

Service Recommendations – Should any issues be identified where service improvement activity does not yield the necessary result, VMO2 will discuss service recommendations with TfL.

MS-037 – Account Management Meetings

Commercial and Service Reviews – Your account team will lead monthly commercial and service review meetings with TfL. These are detailed reviews with the content developed and tailored over time to meet TfL requirements. During the meeting all performance measures will be analysed and reported.

- Usage/billing reports
- Commercial/network performance
- Customer service availability
- In-flight orders
- Dormant/unused services
- Spend analysis by division and tariff optimisation
- Hardware order reporting
- CSP log relating to account performance.

We currently hold bi-annual contract review meetings. In addition, Quarterly Business Reviews will be introduced to ensure that the contractual framework and the relationship continue to meet TfL's requirements.

We also recognise our aligned carbon ambitions. Therefore we will also provide an annual footprint and identify solutions with TfL to reduce it during the life of the contract.

TfL are active members of VMO2's Customer Advisory and Innovation boards.

Customer Advisory Board – is made up of 18 senior executives with operational responsibilities in large organisations across a range of industry sectors in the UK. Mark Bulle attends from TfL. Led by Jo Bertram, Managing Director, VMO2, the Board discusses strategic and operational issues that customers are facing as they work to improve key organisational outcomes.

Innovation Board – a group of customers brought together to look at near-future trend and technology shifts, led by Ant Morse, Head of Digital at VMO2. We bring examples of best practice and ideas of how customers are adopting innovative solutions. Jules Gascoigne attends from TfL.

MS-038 – Cost Centres/Other Bodies

We'll continue with the bespoke TfL account structure we have today which mirrors your company code structure – each connection is identified with an email address and bills to a 5 digit SAP cost centre.

VMO2 provides TfL's monthly bills in a SAP compatible format.

- The bills are emailed in excel to TfL's finance team who update cost centres in line with movers and leavers.
- They return to VMO2 and we produce SAP files in a CSV format which is very specific and bespoke to TfL's billing processes.
- This is returned to TfL for payment and VMO2 update our billing platform with any changes.

We provide reporting at Mobile, Cost centre, Account or Company Code level in My O2 Business and can set up users with their own access and tailored view of their reports and mobile spend.

We have separate billing accounts for the GLA and LLDC, They have access to My O2 Business and can only view their own data.

5.2 Cost Management

VMO2 fully meets TfL's Cost Management requirements. We also recognise that we need to take a proactive role, assisting TfL with optimising the service and delivering best value.

MS-039 Cost Management

We recognise the need to take a proactive role in cost management, helping TfL optimise service and minimise cost to fully support TfL's objectives throughout the term of the new contract.

Responsibility for the proactive identification of service optimisation will lie with your dedicated Account Management Team (Matt Denby & Lucie Sharp) and SDM (Alison Concepcion). To support cost optimisation activity, Alison will deliver service and cost trend analysis monthly, highlighting areas of potential improvement and recommending change as appropriate. We also recognise that individual users and cost centre teams across TfL may require bespoke reporting hence, we have tailored our commercial review to fully accommodate the needs of TfL and the GLA.

As evidence of our ability to optimise the cost of our services premium rate text usage has reduced by approx. 90% since June 2018.

We will build on the following cost management measures already in place with TfL to support the identification of cost reduction opportunities.

a) Transparent Reporting

We will continue to provide a monthly service review pack which will show spend and KPI reporting with trend analysis at a divisional and end-user level. We are flexible in our approach to the monthly commercial review pack and often make changes to meet TfL requirements. In addition, individual ad-hoc reports are often provided with no charge.

We will also provide TfL with access to My O2 Business where you will be able to view, download or schedule a range of reports in the 'Bill Analyser' area. The reporting structure will mirror that of your organisation and allows you to produce reporting at the various levels, from the full organisation down to individual end users.

These reports are detailed more fully within sections 5.3 and 5.5 of our response.

b) Provision of Bill Analysis**c) Provision of Cost Breakdown analysis**

Bill and Cost Breakdown analysis are key reports within the monthly commercial review packs and within My O2 Business. The analysis is presented and discussed during the monthly service review meetings. Advice is also given on actions to be taken to control spend. For example if TfL users have signed up to recurring subscription services these are identified and advice is given on how to stop them.

d) Identification of 'high roller' and dormant users/services

Within the monthly commercial review any unusual spend is identified and discussed. Agreement is then made on whether any action is needed to stop or reduce that spend in future. My O2 Business also has standard reporting which shows top spenders and bespoke reports can also be created if TfL wants to see a particular spend type or threshold on a monthly basis. Zero usage is also a standard report within My O2 Business.

e) Anticipation and Avoidance of Bill shock

To anticipate and avoid bill shock your SDM (Alison Concepcion) will carry out regular spend analysis and present monthly reports. Alison will use the reporting to present trend analysis and recommend changes and improvements to tariffs and user profiles, delivering the cost optimisation and continuous improvement you expect.

In addition, the structure and simplicity of our pricing, comprehensive account management and billing reporting minimises the risk of bill shock. This includes:

- Simple Predictable Pricing – our voice tariff includes unlimited UK and EU calls for all your users. Most usage is included in the tariff which greatly reduces the chance of bill-shock This excludes some call types, e.g. NGN and premium rate.
- Barring of certain call types. The following bars are applied as standard to TfL connections – International voice, roaming, premium voice and adult SMS.
- Tariff optimisation – VMO2 work to ensure connections remain on the optimum tariff based for their usage profile.
- Aggregated Data – the data bundles are aggregated across the whole TfL account and it's not until all data is used that any overage would be incurred. This allows for fluctuations in individual usage without having a commercial impact.

f) Usage Alerts

Although most of the TfL user base will be on bundled tariffs, we will make usage alerts available, with differing levels according to your needs, for those users on individual tariffs. We will work with TfL to agree the best levels, which will then deliver automatic text alerts where these levels are near/at the usage alerts levels.

g) Tariff Reviews/Optimisation

Tariff reviews will be carried out by Alison, to enable TfL and its users to avoid bill shock, and ensure all users are on the most appropriate, cost-effective tariff according to TfL's needs.

h) Management of Subscriber permissions

We will manage the bespoke TfL user profile access and authorisation details, based on your requirements, through the VMO2 Customer Helpdesk.

As described above cost management is a key part of the service wrap VMO2 provide for TfL. Some further examples of where this has happened in practice are outlined below:

- VMO2 Provide Trusted Advice – During project Oval roaming SIMs were originally in scope, however VMO2 demonstrated this extra resilience, and associated additional cost, was not required.
- VMO2 Propose Mutually Beneficial Solutions – VMO2 proposed the installation of microcells as part of Project Oval discussions to negate the need for roaming SIMs. This was to the benefit of TfL but also VMO2's wider commuting customer base and would also realise TfL a potential revenue stream from VMO2 for installing these cells.
- VMO2 Provide Solutions to Protect Revenue – as part of the ongoing Smart Stations pilot we have been able to identify lost revenue caused by travellers avoiding the barriers.
- VMO2 Provide Device Discounts – VMO2 have historically provided a discount on devices and this will also be the case in the new contract.
- VMO2 Assisted During COVID Pandemic - The coronavirus pandemic had a significant impact on people's travel during 2020 and put TfL under financial pressure. To support during this period, VMO2 held back invoices in the region of £1,000,000.

5.3 Cost Management

VMO2 fully meets TfL's Customer Portal requirements through the 'My O2 Business' customer portal for your SIM estate and Kite portal (for IOT, Smart Connect SIMs for example, those used in your ULEZ cameras, which we will provide free of charge). These portals are used successfully with TfL today and will enable TfL to keep a close eye on management of costs.

MS-040; MS-041 – Customer Portal and Portal Facilities**'My O2 Business' Portal**

'My O2 Business' portal will provide your authorised contacts with the following facilities via an easy, intuitive process.

Bill Analyser – This will enable TfL to view mobile bills. Summary bills can be sent to the nominated contacts at TfL via email with our scheduling of bills functionality, up to 50 addresses. TfL will be able to use reports or watchpoints to identify top spenders, itemised billing and over usage.

My Account – The 'My Account' feature will enable TfL to effectively manage M2M SIMs that sit on our DICE platform This will enable you to:

- Complete SIM swaps, username and cost centre changes
- Request new connections, bars, tariff changes, transfers of ownership
- Give access to others in your business, so they can manage all updates and changes in My Account for you
- Tracking of incidents and queries raised on 'My Account', by user, over the past six months and status updates related to those requests

Reporting – As an administrator, your first view of the portal will be your account dashboard which will enable you to create, view and customise reporting according to your needs. You can also view, download or schedule a range of standard reports in Bill Analyser.

Please also reference response 5.3 (Customer Portal).

Kite Web-based SIM Management Platform

Our Smart Connect solution operates on our Kite platform which is a web-based SIM management system built in-house. Our platform can be accessed remotely so TfL can easily manage and modify SIM behaviour. TfL currently utilise the Kite Global platform using the UK Roaming SIM capability to manage the ULEZ camera system connectivity across London to ensure cellular network ubiquity and to provide resilience should there be a local network failure.

The Kite UK platform is available to TfL for future M2M/IoT projects that require VMO2 UK connectivity only to provide a high-level of SIM management where TfL can fully manage, modify, restrict, filter, and fully report on the connectivity estate.

Kite Platform Facilities

- **SIM Inventory** – provides facilities for administrating the complete set of SIM cards that have been provided in the Kite platform and assigned to the customer
- **Alarms** – the alarms module allows rules to be configured for capturing events that occur in the Kite platform
- **Commercial Management** – entry point for all the commercial management tasks of the Kite platform
- **Pre-bill** – module responsible for generating and displaying pre-bills
- **Users** – from this module actions can be made against Kite user accounts – for instance listing, creating, modifying, deleting, deactivating and resetting users' passwords. Access to this module and the action to be performed will depend on the role of the user who started the session
- **Bulk operations** – allows access to the status of operations that are not instantaneously executed

Reporting

The reports module allows the generation of different types of reports to be downloaded onto the user's local machine in .CSV (Comma Separated Values) format.

As detailed above VMO2 has the functionality to meet the stated portal requirements, however a lot of the work we do with TfL is done in bulk or incorporates bespoke requirements. Therefore we have developed specific processes to complement TfL's ways of working, these are detailed below.

a) viewing and amending details in the inventory of users and Devices;

This can be done on MyO2Business and Kite.

Currently we have a bespoke system, which has been developed to work as efficiently as possible with TfL's finance and HR processes. VMO2 provides TfL's monthly bills in a SAP compatible CSV format and work with TfL's finance team to update moves, adds and changes.

b) enabling and disabling services (e.g. cease/bar line, disable/enable international roaming, premium rate, voicemail, etc.);

Bars can be added and removed directly within MyO2Business by authorised TfL contacts. Kite also allows the enabling and disabling of services.

Currently the TfL approver (Band 5 or above) authorises a request for products such as roaming. TfL Telephone Service then contact the VMO2 helpdesk to have the bar removed.

c) viewing the catalogue of services and products available;

The VMO2 device catalogue is updated on a monthly basis and available to TfL via a weblink.

Your VMO2 Service Delivery Manager, Alison Conception also emails the catalogue to key TfL contacts on a monthly basis.

d) raising orders and tracking order progress and history;

Orders can be raised and tracked using MyO2Business, My Account. TfL approved contacts would place the order on the system and then can track progress through to delivery.

We currently have a tailored order process to match TfL requirements. The majority of orders are placed in bulk via email and then often shipped to third parties who hold the stock to be used as and when required.

Often the SIMs or devices are bespoke in their build and require discussion between TfL and the VMO2 Account Team before the orders are placed. Trial equipment can be provided to ensure suitability before bulk orders are placed. We also source non-portfolio devices to match specific project needs.

e) accessing a dashboard view of key usage and account parameters and trends;

f) creating, viewing and customising reports;

As detailed above MyO2Business gives standard reporting dashboards and TfL can create your own. These give key usage and account parameters and trends.

To comply with the way TfL work we currently provide detailed monthly Commercial Account Review Packs. These are presented in the monthly review meetings and are tailored to provide the key usage and account parameters and trends needed by TfL. The content can be further modified if required by TfL.

g) viewing billing information and status;

As described above this can either be done using MyO2Business or via the Account Review Packs.

h) raising incidents and queries with the Support Desk and tracking progress; and

Incidents and queries can be raised directly on the MyO2Business, My Account portal. Progress can then be tracked and a record of the last 6 months of actions raised on the portal can be viewed.

i) providing access to help and support documentation.

Detailed Help and Support, FAQs and guides are available within MyO2Business for the system. Support for devices and VMO2 solutions are also available via the O2 website.

5.4 Support Desk

VMO2 fully meets TfL's support desk requirements through access to our VMO2 Customer Service Team.

MS-042, MS-043 – Support Desk and Hours

The VMO2 Customer Service team will be responsible for ensuring that any contact from TfL is handled within the prescribed service level. The service team are available between Monday and Friday 08:00 and 18:00 exc. Bank Holidays.

Interactions between TfL and the VMO2 Customer Service team will be handled by our customer service advisors. The advisors will provide a central point of contact for the receipt, monitoring and management of all mobile-related incidents and requests. These advisors currently handle your requests today and this will continue under a new contract.

Requests and incidents will be acknowledged, logged and tracked into VMO2's workflow system. They will be categorised with a unique reference number and completed in line with the target KPIs. The service team will update the sender throughout the lifecycle and on completion the customer service team will confirm the action taken and status to the sender.

The VMO2 Customer Service team have already developed relationships with your nominated contacts and have regular contact with TfL's telephone services and this ensures VMO2 are aware of their workloads and has built up an in-depth picture of your organisation. In addition to this the VMO2 SDM holds at minimum a monthly review with the customer service advisors so they are aware of any large projects or work coming in.

Raising Requests via our Support Desk

Requests can be raised by your authorised named contacts via the My Account portal, email or telephone. See below for an escalation chart with contact details for your customer service team.

Escalation Point	Name	Job Title	Contact Details

Table 25: Customer Service Team Escalation Contacts

We have also included copies of the bespoke Customer Service Charters, detailing all aspects of the service delivered by VMO2 to TfL in Attachment 2 to Annex 1.

MS-044 – Support Desk Facilities

- Processing orders, including faulty devices/warranty replacements
- Raising incidents and resolving queries related to the Services, including but not limited to network coverage, international roaming, value added services and service bars
- Invoicing

Dealing with queries relating to

- Lost or stolen phones
- PUK (Personal Unblocking Key codes)
- Transfer of ownership
- Warranty faults and replacements
- Arranging recycling of devices
- Offering technical support re setup and configuration of devices and services
- Coverage and network checks.
- Porting numbers in or out
- Requesting billing updates/information and reports
- General queries

(a) receiving and processing orders and providing status updates;

The VMO2 support desk receive and process all orders from TfL. Each order is logged on our salesforce system as part of the processing activity. If there are any queries or discrepancies with the order we raise and resolve them directly with the person who raised it.

As part of the process, we provide TfL with a weekly report of all orders placed which includes the assigned PO number. Linked to this we have recently worked with TfL to resolve issues with missing PO data following your move to SAP Ariba.

(b) raising incidents and queries relating to the Services and tracking progress;**(c) amending service details, e.g. cease or bar connections, enable international roaming;****(d) arranging for replacement of faulty Devices or accessories, including delivery details;**

Any incidents or queries, amendment to service details, or orders are raised to the VMO2 service desk. Incident are logged and given a reference number and then owned through to resolution. Progress updates are provided up until point of resolution. Amendment are typically completed over the phone but if requested by email confirmation will be sent once actioned. Orders are placed by email and those sent before 12 noon are despatched for next working day delivery.

The interaction is on a helpdesk-to-helpdesk basis to fit with TfL working practices. Contact can either be done via email or over the phones.

(e) arranging recycling of Devices no longer required, including collection details;

The VMO2 Account Team liaise with TfL for the recycling of old devices through O2 Recycle. This can either be done in bulk or on an ad-hoc basis. As evidence of the effectiveness of this approach in the period January 2022 to date, VMO2 recycled 4,873 devices on behalf of TfL.

(f) provision of technical support, e.g. for the set-up and configuration of Devices or services; and

The technical support as described will be provided by the VMO2 Service Desk. If there are additional or bespoke services which require specialist advice then the VMO2 Account Team would introduce one of our specialists or a partner if required. A recent example of this is where we've worked with a TfL business unit to scope out a 24x7 support desk and repair service for the Bodyworn Camera estate and associated communication platform.

(g) requesting billing information or reports.

Billing information and reports are available via MyO2Business on a 24/7 basis. In addition Alison Conception, the VMO2 Service Delivery Manager provides a number of monthly reporting packs and can also discuss any ad-hoc report requests.

MS-044a - Support Desk – Out of Hours

Outside of core working hours (08:00-18:00 Mon-Fri excluding Bank Holidays) a non-dedicated service will be provided through the same contact number for lost or stolen devices and general network queries.

Major Failures and Critical Incident Support 24 x 7 Cover.

Should TfL experience service impact the VMO2 Business Service Operations Team (BSO), based in Leeds will provide second line support for our customer facing support desks. The VMO2 BSO team will capture details from TfL relating to issues experienced and undertake fault finding activities. The BSO team will request support from the third and fourth line teams as appropriate.

The core business hours of the BSO team are 08.30 am to 18.00 pm Monday to Friday. The VMO2 BSO team also deal with critical incidents outside of core business hours – on call engineering support is provided on a 24x7 basis by the VMO2 BSO Team. This team have worked successfully with the TfL Major incident team previously.

5.5 Reporting

We can confirm that our we are fully compliant with your reporting requirements and will continue to provide TfL with our Commercial review packs that are distributed to nominated TfL employees in an agreed format, as well as giving access to our online reporting tool, My O2 Business.

VMO2's approach to reporting for TfL

VMO2's approach to reporting for TfL is to continue with the bespoke process and reporting we deliver today. This primarily involves different reporting packs being presented monthly at various service review meetings. The packs we provide are as follows:

- Monthly Commercial Review (PDF version) – encompasses base review, contractual spend, usage and SLAs
- Ticketing Review - covering incidents, data usage, network/link availability, capacity and spend
- Bodyworn Camera Review - covering incidents, spends and data usage
- Airtime billing report used to create bespoke SAP files

The content of the packs has been tailored to meet TfL's requirements over the time of the partnership between TfL and VMO2.

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RESTRICTED



In addition to the review packs TfL also have access to My O2 Business. The Bill Analyser section of the portal gives TfL access to comprehensive billing reporting.

TfL facilities for reporting

The monthly review packs are presented to TfL and can then be further analysed and distributed as required within your organisation. The XLS version of the Commercial Review packs gives you scope for further review and analysis of the data presented. As the data is in an excel compatible format and split into the various TfL division it gives you the ability to analyse and extract the data as required.

In addition, My O2 Business, Bill Analyser gives TfL a facility for comprehensive billing and usage reporting. As a TfL administrator, you to create, view and customise reporting according to your needs. You can also view, download or schedule a range of standard reports in Bill Analyser including (but not limited to):

- Billing Summary
- Calls by type
- Data usage
- Most expensive calls
- Unbilled usage reports
- Most frequently dialled number
- Top dialled by value
- Highest spenders
- Cost centre that spends most on calls
- Highest international users
- Cost of business or personal calls
- Usage summary by number

Bill Analysis will also continue provide:

- Cost Breakdown Analysis
- High Spender Reports

- Zero Usage reports (which may include dormant users/services)

Please note there are reports that can be run and viewed immediately, downloaded, emailed or scheduled to inboxes including:

- View data or in chart format.
- Compare billing information from any 12 consecutive months over the last 2 years
- Unbilled usage by number – Provides a summary by connection, before your invoice is produced.
- Hardware - Provides a list of all the orders you have placed for a specific date range, for devices, SIMs, and accessories.
- Statement of Account – Access this information at any time to provide an immediate real time status of your account. The information available includes invoice numbers, invoice details regarding unpaid amounts and credits, and unused credit amounts.

TfL customisation options

The monthly review packs are currently highly customized to meet the requirements asked for by TfL. This customisation has evolved over the time VMO2 have been your mobile connectivity provider, with additional reporting being added when requested. To deliver continual service improvement, we would continue that approach in the new contract and would always where possible make adjustments to meet TfL requirements.

Reporting in My O2 Business is also customisable and TfL can create your own reporting templates to match the information you need to see on a monthly basis. Once the reports are created they can be saved generated automatically on a monthly basis. Both the standard and custom reports can be run at different levels of the TfL organisation, for example showing the data across your whole organisation or for a particular division and/or user.

MS-045 Monthly Reports

We provide a monthly service review report already to TfL, in an agreed format, in advance of the regular monthly service review meetings, which includes but is not limited to details of services consumed, the performance of the Services, and costs incurred.

MS-046 Report Breakdown

The monthly service review report includes all the detail required in MS-046 plus a lot of extra information. If required, the billing information can also be accessed and analysed via My O2 Business, Bill Analyser.

The service review report includes;

- An overall TfL Summary
- Individual spend reports for each unit/cost centre
- Breakdowns by services and tariffs
- Base size breakdowns by division
- Tariff breakdowns
- Highest Spenders, by cost/usage for mobile voice, SMS and data

To deliver additional value, we also provide the following detail within the monthly report;

- NGN Spend Ticketing Usage

- iBus Usage
- Network Performance
- Bus Emissions Usage
- London Overground and Elizabeth Line Train Wi-Fi Usage
- Bodyworn Cameras Data usage/ Spend/ Hardware
- Hardware and Professional Services Spend
- Details regarding rebates and available hardware fund.

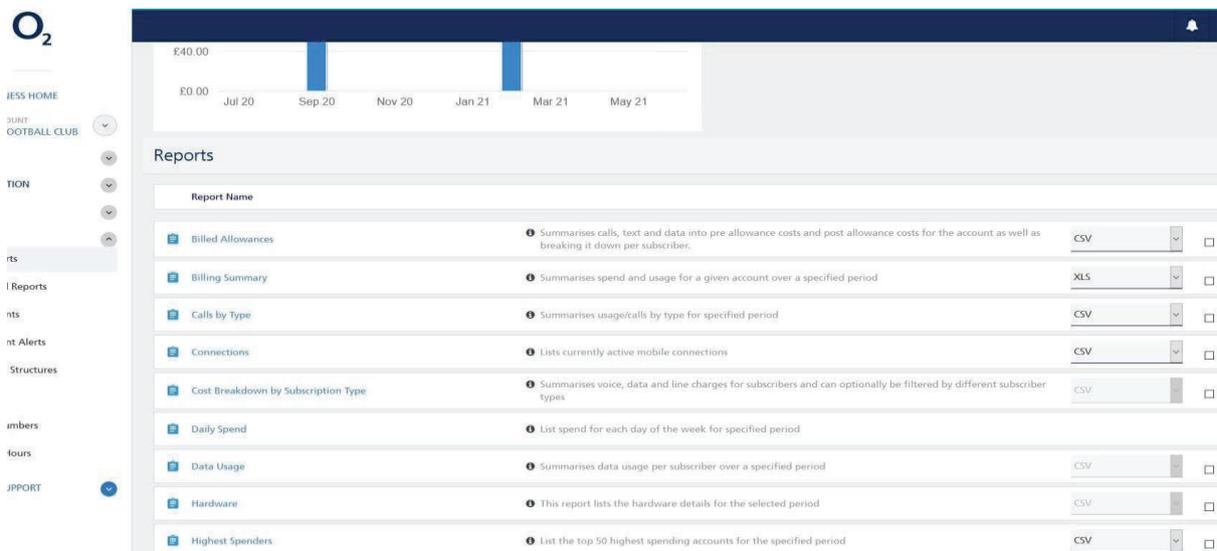
MS-047 Usage Reporting

The requirements of MS-047 can all be met by either the monthly service review packs or online using the My O2 Business, Bill Analyser reporting.

My O2 Business is highly customisable, and provides a suite of standard reports available, including but not limited to;

- Number of users/connections by cost centre/division
- Overall usage by mobile voice/data/SMS
- Numbers of active SIMs – by cost centre/division
- Top 20 users, by cost and usage
- Zero Usage
- Out of Bundle Usage
- Historical Spend/trend analysis
- Volume call/usage information, split by user/cost centre and division
- Cost Analysis, split by user/cost centre and division

Please see below for an example screenshot from My O2 Business Reporting;



MS-048 Network Service Performance Reporting

Within the monthly service review pack, we provide the following network service performance reporting;

- Voice call success rates
- SMS Success rates
- Data (network authentication) success rates
- Details regarding any service outages
- Customer service performance measures including orders, activations, queries, and calls answered
- A summary of key trends/any disruptions for the reporting period

MS-049 – Contract Performance Reporting

Within the monthly service review pack, we deliver the following contract performance reporting, aligning to Schedule 2B;

- Performance against service levels for the reporting period
- A summary of report desk activities, including incidents raised and resolution details
- A summary of continuous improvement activities
- Updates on any ongoing projects including any transition activities.

6. TRANSITION SUPPORT

6.1 Transition Support

The Supplier is fully compliant with TfL's requirements for M2M Transition.

The Supplier's approach is to drive consistency and predictability across all its solution offerings and enable projects to be delivered to a best practice standard in a controlled and governed environment. The Supplier will allocate a PRINCE2 accredited Project Manager who will be responsible for successful delivery of the Services. The Project Manager will produce a project plan that includes an agreed number of project management days as part of the Services. Utilising this approach ensures robust quality control and continual monitoring of the risks, issues, dependencies, and plans. This assures that transition and deployment meet the agreed design goals and that requirements are delivered to the desired time, costs and quality levels.

MS-056 Transition Management

Traditionally when considering M2M solution deployment, is very rare for organisations to transition devices between mobile networks. In most cases, this requires a physical SIM swap for typically embedded SIMs and potentially disruptive downtime. With the emergence of e-sim technology this will potentially be avoidable however as incumbent to TfL the Supplier understands that all the M2M SIM's currently deployed are physical SIMS's. The process below details how transitioning e-SIM's would be managed using Subscription Manager platform (s).

If organisations are going to move to a new mobile network provider for example, when devices need to be replaced a project will be established that considers all aspects of delivering the transition:

- Commercial considerations
- Technical considerations e.g., new APN infrastructure
- Service and support considerations e.g., existing operational processes and disruption to live service.
- Identify third-party expectations/establish roles and responsibilities to support migration.

MS-057 Transition Manager

One of the major factors influencing the Supplier's ability to deliver world-class service is how it understands, plans, and implements new mobile services in line with changing customer requirements. The Supplier will align a highly experienced Delivery Management Team whose key role is to ensure TfL benefit from a smooth transition.

To successfully transition a large scale M2M base of this scale and complexity (30,000 disparate M2M SIMs deeply embedded in TfL infrastructure), based on experience gathered from previous migrations of this size we would assign as a minimum:

- 1.5 x Delivery Managers
- 1.5 x Office Based Implementation Specialist (OBIS)

They will have overall responsibility for the successful delivery of the project and will be assigned within 10 days of a contract being signed.

The Supplier's Delivery Manager will hold an initial welcome call to discuss transition, communication plans and any concerns/question TfL may have, typically this would be with the various business owners across TfL who use/own the various M2M services (e.g. iBUS, Ticketing).

Before migration, the Supplier will analyse:

- How TfL devices are used

- Location of devices
- Success criteria
- The levels of security required
- Identification of TfL Third Parties and nominated contacts

The Delivery Manager will then schedule and hold regular weekly calls, providing updates using a project log and, working through the Transition Plan. The OBIS will carry out all the tariff transfers daily once all migration dates are agreed.

Please note as TfL's incumbent M2M the vast majority of TfL's M2M service migration will be a billing/tariff migration. New SIM cards and number porting will not be required as part of a tariff migration.

Please note there is one service which the Supplier is not the incumbent for, the Countdown Service. MS-059 below outlines how the Supplier would approach migration of this service, should TfL elect to adopt this optional service.

MS-058 Transition Plan

This example Transition Plan describes the controls to be used including confirmation of objectives and scope, factors impacting the duration of the transition, risk and issue management, proposed transition milestones, proposed communications plan, dependencies, and escalation procedures.

The Supplier proposes 1,000 migrations a day. Based on the Supplier's extensive experience in transition and deployment it recommends this as an optimum number to minimise risk and deploy in a quality manner. However, the Supplier can adapt this approach based on further discussions to align with TfL's own timelines and operational requirements.

The Supplier will update the plan as required throughout the process, dependent upon TfL requirements, and will maintain and share this regularly, in weekly project meetings and on an ad-hoc basis if changes happen between meetings with TfL.

Prior to migration we will:

- Run a full database of all 30,000 M2M SIMs
- Work with TfL to ensure the database is up to date – agree any connections not in scope, e.g. devices being decommissioned
- Tariff mapping will be completed by VMO2 at each weekly phase of the bulk migration (day 27 in the plan)
- Agree dates with the customer for tariff changes in the Migration Planning Workshop (day 13 in the plan)

See below for a typical overview of the key tasks for a M2M deployment, with associated days;

Task Name	Days
TFL Migration Plan Total Days	108 days
Contractual activities	52 days
Migration Planning Workshop	1 day
Private APN delivery	27 days
APN Testing and commissioning	2 Days
Account setup, billing and reporting	6 Days
Solution delivery, testing and signoff	19 days
Handover and Project Closure	14 days

Table 22: Transition Tasks and Days

MS-059 Transition Plan Details

This transition is predominantly a tariff transfer, with very little disruption or downtime.

A detailed example M2M Transition Plan is included within Appendix 14 of our tender response, however, some typical M2M deployment activities are set out below;

- Typical tasks, timelines and activities are all detailed in the plan
- Security Arrangements, captured at solution design stage and detailed in the final plan
- Platform Training
- User Acceptance Testing

Testing Approach

- Identify 50 numbers for the pilot phase (typically devices in a test bed or safe environment)
- Tariff Map pilot numbers to correct tariff's
- Tariff changed on agreed date
- Run ABS reports post migration to ensure all services have moved across
- Review and sign off Pilot Phase

Once the testing tariffs have been completed and we confirm no issues have arisen, the Supplier will then start the roll out of the full migration in line with the transition plan.

Batch contents/sizes, delivery locations, delivery contacts, labelling and configuration.

The Supplier advises that we aim to complete 1,000 tariff migrations a day. It recommends carrying out migrations Monday-Thursday thus avoiding any potential downtime over a weekend.

The Supplier will work with TfL to determine the right volume per day to process for TfL's business needs. For the vast majority of connections there are no items to be delivered, but should TfL need any SIMs ordering, the Supplier can ship SIMs to required locations using our agreed order fulfilment process.

For the countdown service the Supplier will work with TfL to establish where sims need to be despatched to in line with the desired swap out process detailed below.

Communications plan

Due to the size of the migration, the Supplier will communicate with TfL's key contacts, advising of the migration dates, and instructions for what to expect/do on the day.

Please note where required the Supplier will liaise with TfL's third parties, for example, Cubic to agree tariff transfer processes to ensure it has comprehensive plan in place and have identified any key risks/mitigation activities.

Risks and mitigations

The Supplier anticipates the level of transition risk with VMO2 as extremely low. For the majority of Services the Supplier will not be carrying out any physical SIM swap outs. It recognises that tariff changes on deeply embedded devices does have a level of risk. For example, following a tariff change, should a re-start be needed on a SIM embedded in a ticketing machine or iBUS then this could be a time consuming and difficult process.

The Supplier recognises this is a concern for TfL and was something we mitigated in a previous tariff change for TfL and offered a zero-risk Transition Plan.

Taking this approach, the Supplier would avoid a tariff change by offering a commercial offset credit mechanism. In essence, the tariff and package plan are left as is. In the background, a commercial adjustment is then made to offer TfL any commercial benefits associated with the tariff change. This can be done in the form of a credit or invoice adjustment.

Transition of the Countdown Service

The Supplier is not the current incumbent supplier for the Mobile Data SIMs used in the TfL countdown service. As such, these would need to be migrated to the VMO2 network if TfL elects to adopt this optional service. These SIMs would require a physical SIM swap out. Based on the Supplier's experience of M2M SIM transition and from working with TfL, it has included three potential approaches. The Supplier would align with TfL to ensure the most appropriate transition approach is undertaken.

Option A: Establish a dedicated project team responsible for visiting each location on a pre-planned basis to carry out a SIM swap at each location. TfL could utilise their own engineers or our skilled VMO2 field technicians.

If TfL utilise the Supplier's in-house experts, its engineers would be fully trained in the required process and a series of test locations identified so that a pre-deployment trial can be conducted. The Supplier would ensure that our test batch of Countdown migrated and tested in a safe environment for example, TfL office or our labs. Once approach has been validated, it would complete the migration as per the agreed plan ensuring full Health & Safety guidelines and TfL specified requirements are delivered against.

If TfL engineers are used to support the migration, the Supplier would work this team to ensure SIMs are delivered on a pre-planned schedule to specified TfL locations.

Option B: The Supplier can provide SIMs to TfL specified contractors and align replacement to TfL activities for example, Bus Stop maintenance, cleaning duties or bush shelter repairs etc. These contractors would be trained by either the Supplier or TfL in the process of safely and compliantly swapping out SIMs.

Option C: The Supplier could adopt a phased approach and align SIM migration to TfL's asset replacement programme or in situ repairs of Countdown Units. SIMs can be provided to the manufacturer and inserted prior to deployment or given to the manufacturers' repair teams for insertion on a field visit.

Please note this is the current approach successfully taken for ULEZ cameras.

From experience of similar deployments and experience working with TfL, the Supplier would propose Option C as the most cost-effective solution however, the choice would be down to TfL if it elects to take this service.

MS-060 Transition Updates

The Supplier will update the Transition Plan as required throughout the process, dependent upon TfL requirements, and will maintain and share the plan regularly, in weekly project meetings and on an ad-hoc basis if changes happen between meetings with TfL.

Outline Transition Plan

The Outline Transition Plan agreed between the Parties as at the Effective Date is captured below. This provides further details on milestones, key activities, and deliverables for Transition of the M2M estate.

1. The Detailed Transition Plan shall be agreed between the Parties in accordance with this Schedule 4.

1. Service Support Implementation

a) Key Activities

- Handover of new contract to service.
- Profile updated with new contract information.
- SDM to update monthly service packs to reflect reporting.
- Update of service charter where required.
- TfL to sign off.

b) Deliverables

- Service reporting pack updated and issued to TfL.
- Monthly service review meetings to re-commence under new, agreed format.

2. Project Test Phase

a) Key Activities

- Agree process to be used to capture and record test results and the categorisation of test issues.
- Agree high-level identification of the resources required for testing, including facilities, infrastructure, personnel and buyer and/or third-party involvement in the conduct of the tests.
- Agree the procedure to be followed to sign off each test.
- Agree process for the production and maintenance of test reports, including templates for the test reports and the test issue management log, and a sample plan for the resolution of test issues
- Agree the technical environments required to support the tests.
- Agree procedures for managing the configuration of test environments.

b) Deliverables

- VMO2 to provide an overview of how testing will be conducted in accordance with the implementation plan.

3. Transition Planning

- a) Key Activities
 - Assign Transition management support - 1.5 x Delivery Managers / 1.5 x Office Based Implementation Specialist (OBIS)
 - Engage with TfL stakeholders who own the various M2M services e.g. iBus, Ticketing etc.
 - Complete pre-migration checks including:
 - How the device is used
 - Location
 - Success criteria
 - Identification of third parties and nominated contacts.
 - Run a full database of all 30,000 M2M SIMs
 - Work with TfL to ensure the database is up to date – agree any connections not in scope, e.g. devices being decommissioned
 - Tariff mapping will be completed by VMO2 at each weekly phase of the bulk migration.

Please note as your incumbent M2M provider the vast majority of your M2M service migration will be a billing/tariff migration. New SIM cards and number porting will not be required as part of a tariff migration.

- b) Deliverables
 - Agree migration plan including dates for tariff changes in the migration planning workshop.
 - The Delivery Manager will schedule and hold regular weekly calls, providing updates using a project log and, working through the Transition Plan.
 - The OBIS will carry out all the tariff transfers daily once all migration dates are agreed.
 - Update the plan as required throughout the process, dependent upon TfL requirements, and will maintain and share this regularly, in weekly project meetings and on an ad-hoc basis if changes happen between meetings with TfL.

4. Service Pilot

- a) Key Activities
 - UK DICE SIMs
 - Testing approach
 - Identify 50 numbers for the pilot phase (typically devices in a test bed or safe environment).
 - Tariff map pilot numbers to correct tariffs.
 - Tariff changed on agreed date.
 - Global SIMs
 - Update of the commercial plan for test batch of SIMs, updating tariff to mitigate impact to live service.

- b) Deliverables
 - Review and sign off pilot phase.

Please note that once the testing tariffs have been completed and we collectively confirm no issues have arisen, we will then start the roll out of the full migration in line with the transition plan.

6.2 Exit Support

If TfL decide to leave VMO2, we are committed to delivering the same high levels of service right up to the point of departure. We will work with you and the new incumbent service provider to ensure minimum disruption.

We will follow an exit management plan in line with regulatory and agreed requirements. This includes:

- Plan for port-out/timescales

- Support through porting process
- Management of any decommissioning of links or in-building solutions plus any other relevant hardware/software.

TfL will be required to complete the following:

- Provide written notice of your intention to terminate the agreement
- Request a Porting Authorisation Code (PAC)
- Pay all outstanding invoices/any applicable termination fees.

Prior to any exit commencing we would like to work with you to finalise the strategy. You will receive a named contact throughout the process and will commission a clear document outlining any costs that might be involved in moving.

TfL can be assured that the exit will be managed effectively:

- One point of contact for the porting process
- Support through your last bill
- Support for end-users during a period of change.

Our eSIM Expertise

TTech, who have responsibility for the SIM Subscription Management Platform, and Telefónica Spain, provider of the eSIMs, have a great expertise in terms of eSIMs and SIM Subscription Management Platforms.

TTech and Telefónica Spain have demonstrated that they can undertake complex eSIM/SIM Subscription Management Platform integration projects – some examples are provided below:

- Vivo Brazil
- USA mobile network operator
- Japanese mobile network operator

TTech and Telefonica Spain have also undertaken eSIM/SIM Subscription Management Platform integration projects with several of the Telefónica operating businesses such that eSIMs can be migrated as detailed below:

- Telefónica Spain Global M2M SIM to local operator SIM
- Local operator SIM to Telefónica Spain Global M2M SIM

Our approach to migration of our eSIMs to another organisation

Integrating the SIM Subscription Management Platform of one organisation with the SIM Subscription Management Platform of a different organisation is complex for a number of reasons - some of which are detailed below:

- Costly/complex integration project activity
- The GSMA standard SGP .02 does not define all aspects of a deployment, such as the orchestration level, and this may lead to end-to-end flow incompatibilities.
- The device and customer back-end systems must be able to cope with the change in network interconnection point.
- Different organisations have different operational models.
- Devices that are compliant with eSIM technology, that have been certified, need to be deployed.
- New APN solution infrastructure will be needed.

If TfL wish for us to undertake an integration activity with another organisation/UK mobile operator the following would apply:

- The cost to us of integrating the our Platform with the SIM Subscription Management Platform of another organisation/UK mobile operator would need to be funded by TfL.
- TfL would need to sign a contract with another organisation/UK mobile operator who would be prepared to undertake the necessary integration work to “receive” the eSIMs. Any costs would need to be funded by TfL or the other organisation/UK mobile operator.
- TfL would need to give Telefónica a minimum 12 months-notice of wanting to undertake such a complex integration project. Work can be assessed, and a pricing schedule can be created such that commercial discussions with TfL can commence.
- The other organisations/UK mobile operator’s SIM Subscription Management Platform must be compliant with GSMA standard SGP .02
- If the SIM migration needs to be done in batches that would need to be taken into consideration when migration project plans are created.
- Orchestration of the SIM migrations is key and would need to be agreed and defined as part of the migration project activity.
- If the orchestration of the SIM migrations needs to be executed and monitored by us charges will apply.
- TfL must take into account that some devices might not be able to support a SIM migration due to bad coverage or other circumstances that mean the device is not interacting with a mobile network – TfL will need to deal with such situations. Furthermore, the organisation that is “receiving” the eSIMs must ensure they have coverage in the geographic area.
- Undertaking the SIM migration activities may impact the live service of the deployed devices – will be dependent on the end devices.
- A well-defined end-to-end validation process, that is agreed by all parties involved, must be put in place prior to the execution.
- The roles and responsibilities of the different organisations involved in the migration activity will need to be defined and agreed.
- Depending on the specific exit agreement it is likely that the Telefónica profile on the eSIM will have to be deleted. The charges associated with Telefónica undertaking this work will need to be factored into the overall cost of the project.

7. ADDITIONAL SERVICES

7.1 Additional Services

We will provide additional services in line with TfL specifications via additional call-offs as required throughout the Term. We will work in conjunction with TfL to understand business requirements and desired outcomes and provided costed options. This will include an impact analysis, cost/benefit trade-offs, timelines, integration, and deployment plans. Where we require further engagement around requirement, we would welcome the opportunity to discuss this further with TfL.

MS-064 – Secure Network Access

We pride ourselves on being a modern management supplier for Enterprise Mobility Management (EMM) solutions. We will consult with TfL around your specific IT and end-user requirements prior to proposing the most appropriate solution and/or service. The range of solutions encompasses both SIM management and managed IT services. SIM's can be either UK specific or roaming to ensure the correct network coverage for the requirement.

Dependent upon the specific requirement for TfL's multi platform SIMs, we will offer the following security solutions:

- Device attack/malware protection
- Secure VPN support
- Device access control
- Device location
- Remote Device lock and wipe

Secure Internet Access (SIA) Mobile Platform

VMO2 offers a wide range of security propositions to provide Secure Internet Access and have been working with TfL to provide SIA Mobile. Akamai, as providers of the service, transmit and secure 35% of global internet traffic and are embedded at the core of the O2 mobile network.

To meet TfL's requirements in relation to device attack/malware protection, secure VPN support and device access control, we recommend our SIA Mobile Platform.

SIA Mobile is a network-based mobility service that would enable TfL and its employees to work efficiently and securely wherever they are located. SIA Mobile will protect all SIM-enabled devices and due to being a clientless solution, can be deployed rapidly without the same costs and constraints associated with traditional technologies.

SIA Mobile as well as being integrated into the VMO2 Mobile network, the IOT SIM platform and all modern UEM/ MDM management tools. For TfL, this means that it will work seamlessly with Microsoft Intune which we understand TfL currently utilise. This tool will also integrate with the circa 2,000 MaaS360 licenses that TfL deploy for its CPOS team today.

This tool will stop malware and malicious content before it gets to devices; Blocks unknown or unregistered domains that could be used for DNS hijacking or redirection attacks. SIA Mobile provides insights and analysis to successfully protect all SIM-enabled devices from cyberattacks before they reach the end users device. This protects all types of mobile, tablet or laptop devices, including MiFi's and routers, regardless of operating system or manufacturer.

SIA has been designed to help TfL employees become digitally secure and connected wherever they are located. We will provide professional advice on configuration to support TfL's desired compliance goals and ensure this aligns with HR policies. At VMO2 we will support this process end to end.

**Table 27 SIA Support****SIA Mobile features are:**

- Manage access to 165 categories of websites covering more than 1 billion domains. Deny video streaming services such as Netflix and YouTube. Confirm devices are used for business purposes only.
- Customise the internet experience of individuals and groups. Limit internet access speeds and set mobile data caps at the individual or group level.
- Support compliance with personal data regulations, such as SOX, HIPAA, or GDPR.
- Consolidate security, policy enforcement, and visibility across all mobile devices regardless of operating system or manufacturer. Enabling the secure office anywhere.

Benefits for TfL include:

- Clientless solution compatible with any SIM-based device and mobile OS running across both IOT and standard O2 SIM platforms which will provide TfL with a single platform for all secure internet access
- Protects against phishing, malware, and botnets.
- Enables acceptable use policy for compliance and productivity.
- Provides domestic and roaming data usage policies to help manage costs.
- Simplified deployment and management through integration with IDP, Active Directory and UEM/ MDM.
- Business intelligence in real-time
- Internet activity reports via single easy-access portal to allow TfL to make fast decisions and identify online behaviour and/or trends
- Full visibility of traffic across the mobile estate

To achieve TfL's requirements in relation to device location and remote device lock and wipe, we would recommend utilising an UEM/ MDM solution.

MS-066 – LPWAN

Low Power Wide Area Networks (LPWANs) is a term that is used to encompass a number of different technologies that includes cellular and non-cellular approaches. LPWANs can use licensed or unlicensed frequencies and include proprietary or open standard options.

If unlicensed frequency LPWAN technologies are used they share the same spectrum as many other systems and solutions and this can lead to deployment issues such as interference, performance limitations, usage restrictions, security challenges and end to end ecosystem issues. There is no co-ordination in terms of how the different systems and solutions will use and co-exist within the OFCOM rules around available unlicensed spectrum.

The two cellular standardised LPWAN technologies that use licensed frequencies are Long Term Evolution for Machines (LTE-M) and Narrowband IoT (NB-IoT):

- LTE-M: VMO2 provides an LTE-M service across the UK – LTE-M is a standardised cellular LPWAN technology that operates in spectrum that is licensed by VMO2. The current

predicted VMO2 coverage for the LTE-M service can be determined via the following LTE-M coverage checker: <https://www.o2.co.uk/business/solutions/iot/lte-m>

- NB-IoT: due to the success of VMO2's LTE-M network rollout VMO2 will start to deploy NB-IoT in the UK in H2 2023

LTE-M (LPWAN) and NB-IoT will create new opportunities for your large scale IoT projects and deployments. LTE-M and NB-IoT are both Low-Power Wide-Area Network (LPWAN) technologies that offer enhanced network coverage, longer battery life and scalability. This technology can also be utilised to bring M2M/IoT connectivity to remote, challenging locations for example, the underground or rural locations. This technology will enable organisations like TfL to capitalise on the benefits of M2M/IoT across all areas.

VMO2 can provide TfL with an LTE-M (LPWAN) service suitable for large-scale, low power and low data M2M communications projects. An LTE-M network will facilitate large scale future IoT deployments for TfL. This technology will enable TfL to support high volumes of connected devices. These devices will share small amounts of data between assets at a low power consumption, saving battery life with devices running for 10 years plus with no need to charge. This will help reduce IoT device and maintenance costs for TfL.

Further benefits to TfL include:

- **Natural evolution from 2G/3G and reduced costs**

We understand the importance of the 2G and 3G networks to TfL today and appreciate that there will be a level of complexity associated with migration away from 2G/3G, towards future-proofed technologies such LPWAN. VMO2 will work closely with you to advise and support your technology roadmaps so that TfL is able to capitalise on the benefits of newer technologies.

We will also be introducing services like VoLTE. Longer battery life - With appropriate design, battery life of 10+ years, LTE-M and NB-IoT devices reduce maintenance costs due to low power requirements. For TfL, this would mean fewer site visits and extended device battery life.

Better coverage – LTE-M offers deeper and wider coverage in demanding environments, connecting IoT devices that were previously unreachable

Fast deployment and secure – We were the first network to launch LTE-M. We'll ensure that your new connectivity is easy to deploy – and delivers a robust, secure and reliable service that you can depend on.

MS-067 – Support Desk Integration

VMO2 and TfL have an established service desk to service desk model in place today. VMO2 currently support and accept TfL's Remedy requests for the raising and tracking of orders, service requests and incidents. These requests and incidents are monitored, with progress updates shared. Once resolved details are consolidated daily. These are then reported within the service pack as part of our on-going monthly Service Review meetings.

We would welcome the opportunity to discuss direct integration between the VMO2 Customer Helpdesk and TfL's Remedy service desk. We will need to further investigate and fully scope requirements with TfL to define the most appropriate solution. We would welcome further discussions with TfL regarding this requirement at the next stage of the process or within a call-off arrangement.

8. SERVICE LEVELS

8.1 Service Levels

VMO2 acknowledge TfL's Service Level requirements as defined in Schedule 2B and are committed to working with TfL to deliver added value, reliable services with proactive monitoring, reporting and management of the Service Levels throughout the life cycle of your contract.

VMO2 will provide monthly performance reporting as part of our on-going Service and Commercial Review meetings within 10 working days at the end of each month.

Service Levels will form a standard agenda item in your monthly review meetings with your dedicated Service Delivery Manager (SDM) Alison Conception. This will enable a consistency in service and drive continual service improvement by ensuring the agreed levels are met. These meetings also provide opportunity to highlight and discuss VMO2's ongoing performance, ensuring we are providing the highest level of service to TfL.

Our proactive approach is market proven and we are successfully delivering consistent levels of monitoring, reporting and management of Service Levels for our customer's including yourselves Network Rail and the Ministry of Justice.

Monitoring Service Levels

- **Customer Service Team**

The VMO2 Customer Service team will be responsible for ensuring that any contact from TfL nominated contacts are handled within the prescribed service level. The service team are available between Monday and Friday 08:00 and 18:00 exc. Bank Holidays. Outside these hours, a non-dedicated service will be provided through the same number for lost or stolen devices and general network queries.

Interactions between TfL and the VMO2 Customer Service team will be handled by our customer service advisors. The advisors will provide a central point of contact for the receipt, monitoring and management of all mobile-related incidents and requests. These advisors currently handle your requests today and this will continue under a new contract.

The VMO2 Customer Service team use a workflow platform 'Salesforce' to log and monitor TfL's requests received via email, TfL main contacts can have access to My Account, the admin function within our My O2 Business online platform if this is required.

Requests and incidents will be acknowledged, logged and tracked in our workflow system they will be categorised with a unique reference number and completed in line with the customer service SLA's. The service team will update the sender throughout the lifecycle of the request, confirm the action taken and notify when completed. Currently TfL send requests to our Customer Service team by email via your Remedy system, if TfL choose to use My Account in the future, then cases can be monitored by TfL online.

To monitor the interactions between TfL and the VMO2 Customer Service team, VMO2 use the functions and features within our workflow platform and email system ensuring our advisors complete the request quickly and accurately. Contact volumes are closely monitored by VMO2 to ensure orders, requests and incidents are acknowledge and completed within the agreed SLA's. This also supports resourcing and planning decisions both short and longer-term to ensure performance measures continued to be met.

A key element of our customer service approach is based around a business plan model which considers customer base size, historical contact volumes, expected base growth, key known events (i.e., flagship device launches) and seasonal patterns for different customer types. Examples include:

- Example 1 – During Covid, VMO2 monitored the coverage around key sites like hospitals
- Example 2 – We adapted when TfL made us aware that their cycle hire locations were free to NHS staff, having our network available ensured critical frontline workers had the ability to use TfL's service.

- Example 3 During the Queen's funeral in September 2022, we made sure there were senior VMO2 stakeholders available to TfL in case of emergencies.

VMO2 will continue to support and work with TfL to understand any seasonal patterns or projects within their organisation and how we work together to ensure planned and unforeseen events can be managed effectively.

For unknown/unexpected events, (i.e., system outages), we will use interventions such as management of scheduled offline time to adapt staffing levels in line with customer demand.

All our advisors receive regular coaching, contact observation feedback and performance reviews to help equip them to meet the needs of our customers. As new changes or services are introduced the advisors are supported with briefings and training to ensure that they have the right knowledge to support TfL and the Services VMO2 provide.

The VMO2 Customer Service team have already developed relationships with your nominated contacts and have regular contact with TfL's telephone services. This ensures VMO2 are familiar and aware of each other's workloads and has helped built up an in-depth picture of your organisation.

To ensure continuous improvement, your dedicated SDM, Alison holds a monthly review with the customer service advisors so they aware of any large projects or work coming in.

- **Network Monitoring**

The VMO2 network service levels, monitoring, management and incident resolution is conducted from two geographically separate Network Management Centres (NMCs); both operational 24x7x365 to provide resilience. Every network element is monitored via a centralised management system. This is underpinned by extensive cell site alarm tracking, which identifies cell issues so appropriate and swift corrective action can then be taken.

All activity is recorded and used for incident management purposes. Each record is subject to a pre-determined internal service level which will alert throughout its lifecycle to indicate proximity to the permitted deadline. The NMC act on those alerts with our internal/supplier teams to ensure performance measures are met.

Our Network Incident Management is based on a tiered-priority system, where our Incident Management team allocates each incident, a priority depending on impact upon our customers and the urgency of which the service must be restored.

Each priority has an associated service level which defines the time in which normal service will be restored. All incidents are assigned as Critical, High, Medium or Low. The incident classification is based on two assessments: Impact and Urgency. Examples of the definitions used to determine the classification of any specific incident are documented in the Customer Service Charter.

Network faults must be reported to the Customer Service Team in the first instance. Once a fault is logged and a case reference number has been issued, faults can be escalated as appropriate.

We will also inform TfL of planned and significant unplanned outages which may impact them. Regular updates will be given on unplanned outages up until resolution these updates are communicated via email to the relevant contacts within TfL. Planned outages will be flagged to TfL via your SDM, Alison Conception.

In addition to this, TfL's end users can get current network status by visiting our web site at <https://status.o2.co.uk> or alternatively they can download My Network app.

- **Billing and Reporting**

Responsibility for the billing and reporting will lie with your dedicated Account Management Team (Matt Denby & Lucie Sharp) and SDM (Alison Concepcion). We will build on the management measures already in place and Alison will be responsible for the delivery of your agreed performance and billing reports and billing accuracy analysis will be completed monthly.

Additional performance reports are also described in response 5.5 Reporting.

Monthly Service Level Reports

Your dedicated VMO2 SDM will be responsible and accountable for the delivery and performance of VMO2 services.

Service performance will form a standard agenda item at your monthly review meetings to ensure consistent focus and communication. Your SDM, Alison will provide the monthly performance report demonstrating performance against the agreed service levels within 10 working days of the end of the month to nominated TfL contacts.

The report is produced using our workflow system 'Salesforce' and data taken from our network. The previous calendar months data will be documented showing the individual service level, the definition of the service level, the target SLA and the achieved monthly target. A copy of the most recent monthly report, for April 2023, is included in Attachment 3 of Annex 1.

Providing the reporting via this method gives the opportunity to review and discuss the results collectively. Our proactive approach means we can quickly identify trends and drive continual service improvement.

Service level information is currently presented to TfL, and we would look to continue this in line with the requirements and service levels of the new contract.

Systems and tools

VMO2 Customer Service team use 'Salesforce' workflow system to log your email requests and incidents to ensure performance measures are met. Workflow systems are monitored through the day to ensure request are dealt with within the agreed levels.

Our Customer Service Team use our DISE platform for management and activation of your SIM cards.

In addition to the systems and tools used by the Customer Service team, incidents that arise on our network follow a critical process within our business because of the potential impacts that incidents may have on our customers these incidents are raised internally on our Remedy workflow system.

TfL's end users can get current network status by visiting our web site at <https://status.o2.co.uk> or alternatively they can download My Network app.

As added value VMO2 will continue provide TfL access to our bespoke Spatial Buzz real time network monitoring platform – this gives you a live view of the status of the VMO2 network within London and is used extensively by the TfL Bus Operating and Monitoring Teams. This platform was tailored for TfL specific use cases and requirements. It is used to understand bus movement and tracking and as a diagnostic tool for any faults. [REDACTED]

TfL have access to My O2 Business where you can view, download or schedule a range of reports in the 'Bill Analyser' area, My Account the admin function can also be available if you choose to use it for your requests in the future.

Approach to Ensuring Service Levels Performance

In addition to the ongoing monitoring of the Customer Service team and the VMO2 Network using the processes our business has in place, your SDM, Alison Conception will discuss trends or failures identified in your Monthly Service Level Reporting. These will be investigated and the root causes will be identified with agreed measures discussed and implemented to prevent reoccurrence.

Should the service level performance figures require additional attention, then an Action Plan to improve the service can be implemented and agreed with the relevant representatives from TfL.

The Action Plan can be implemented based on discussions for improving the VMO2 service, or as part of our on-going Service review meeting(s) where any Service Level or Failures will be captured with interventions agreed.

TfL will be provided with a written Action Plan within 5 Working Days after the date of the incident to which the Service Level failure related or an agreed action has been taken to investigate and improve.

The plan shall include but is not limited to:

- The steps to remedy the Service Level Failure or improvement
- The time period for remedy
- The process for demonstrating that it has been remedied.

TfL will be asked to will review the plan within 10 Working Days of receipt.

The Action Plan outputs would be agreed by all parties or as necessary, recommended changes discussed collectively. On TfL agreement, the plan shall be implemented it in accordance with the timescales set out in the Action Plan.

If a plan remains unagreed, this will be escalated via management.

The process can be applied, even if a Service Level Failure or action has previously had an Action Plan implemented.

Proposed Escalation Representatives

The VMO2 Customer Service Charter details a mutually agreed escalation route, to be followed if TfL is not satisfied. This route begins at the Customer Service Team and progresses through the VMO2 management structure.

The proposed representatives for escalation as referred to in paragraph 2.3 Schedule 2B will be as follows and this will also be documented in your Customer Service Charter.

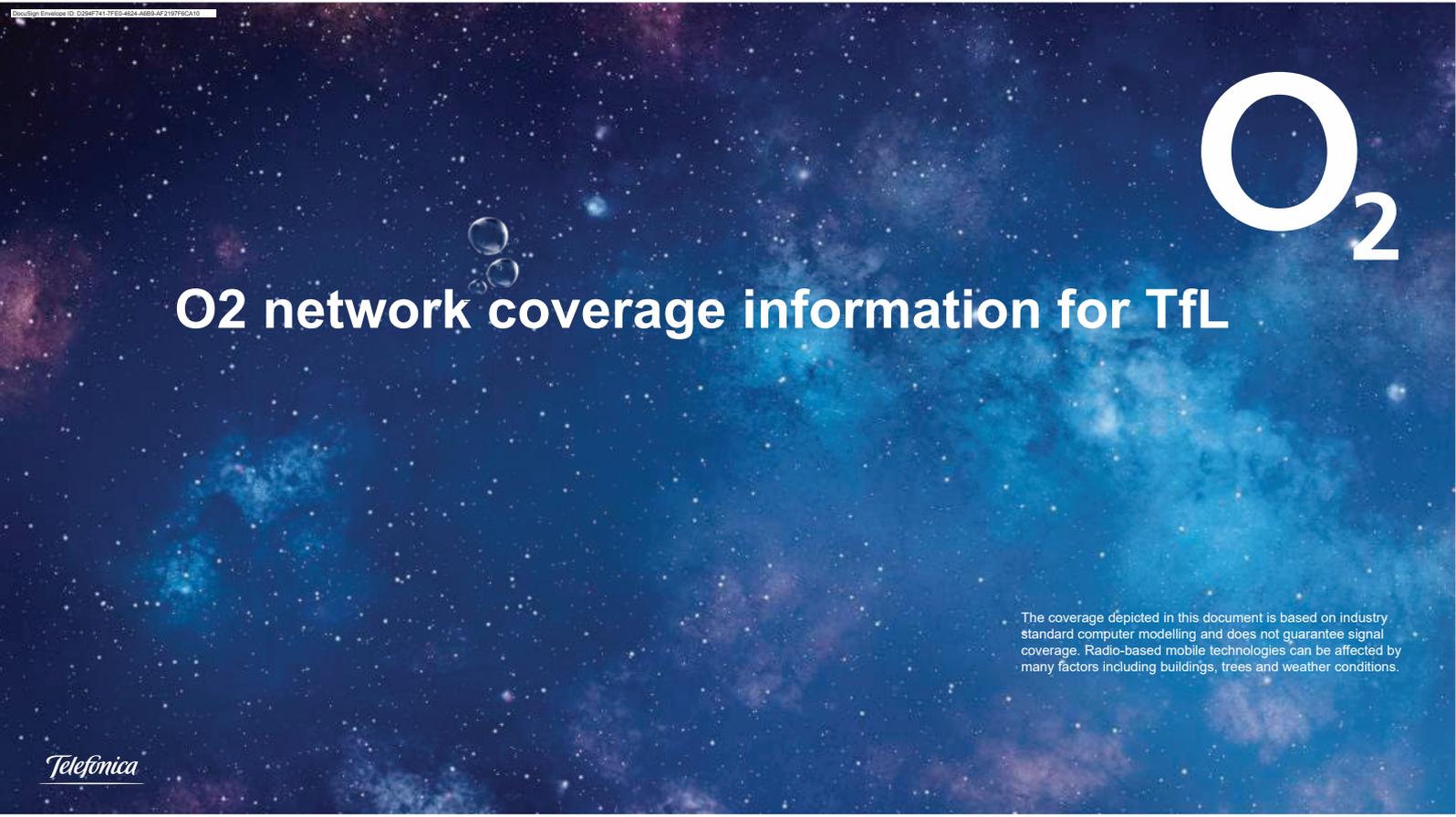
Service Level Failure	Supplier Personnel
Any failure to meet any Service Level.	Service Delivery Manager – Alison Conception
Material Service Level Failure	Client Manager – Matt Denby / Lucie Sharp
A failure to meet a Corrective Action Plan in respect of a Material Service Level Failure	Team SDM Manager – Hema Poore
Critical Service Level Failure	Head of Service Delivery – Alan Fletcher

Table 28: Service Level Failure Escalation Representatives

9. SUNSETTING

The Supplier shall notify TfL no less than twelve (12) months prior to the sunsetting of any 2G/3G technology.

**ATTACHMENT 1 TO ANNEX 1
4G AND 5G COVERAGE MAPS**



O₂

O2 network coverage information for TfL

The coverage depicted in this document is based on industry standard computer modelling and does not guarantee signal coverage. Radio-based mobile technologies can be affected by many factors including buildings, trees and weather conditions.

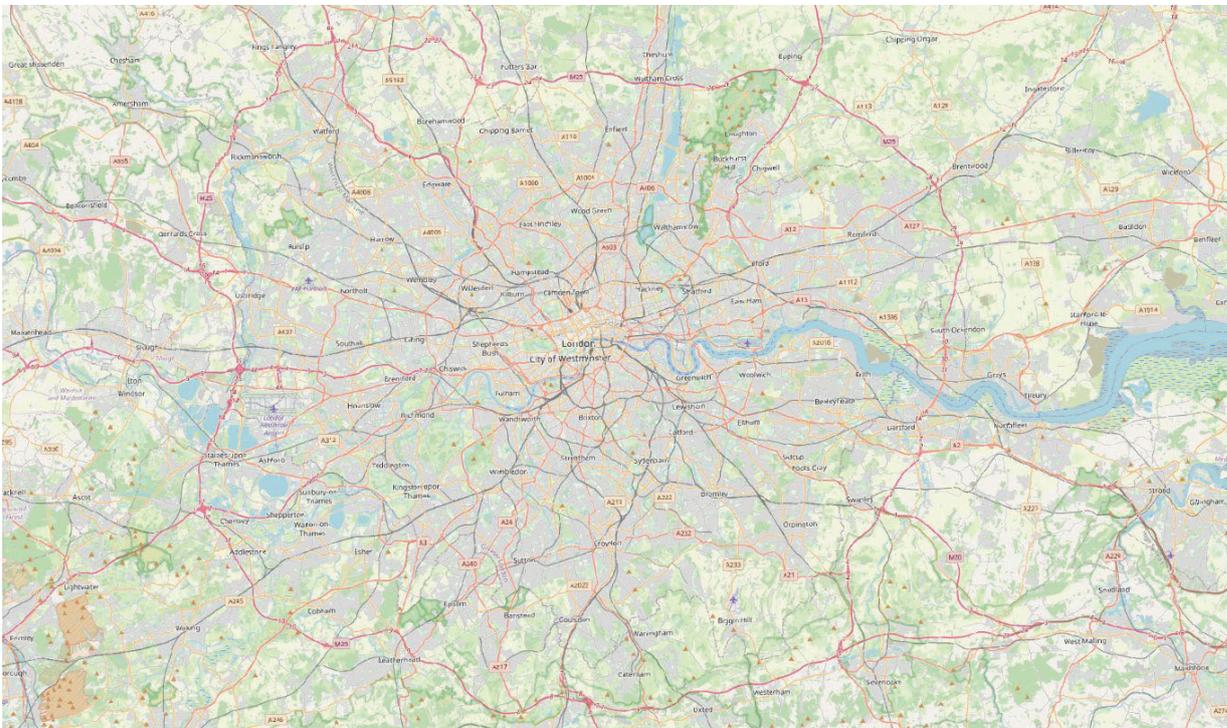
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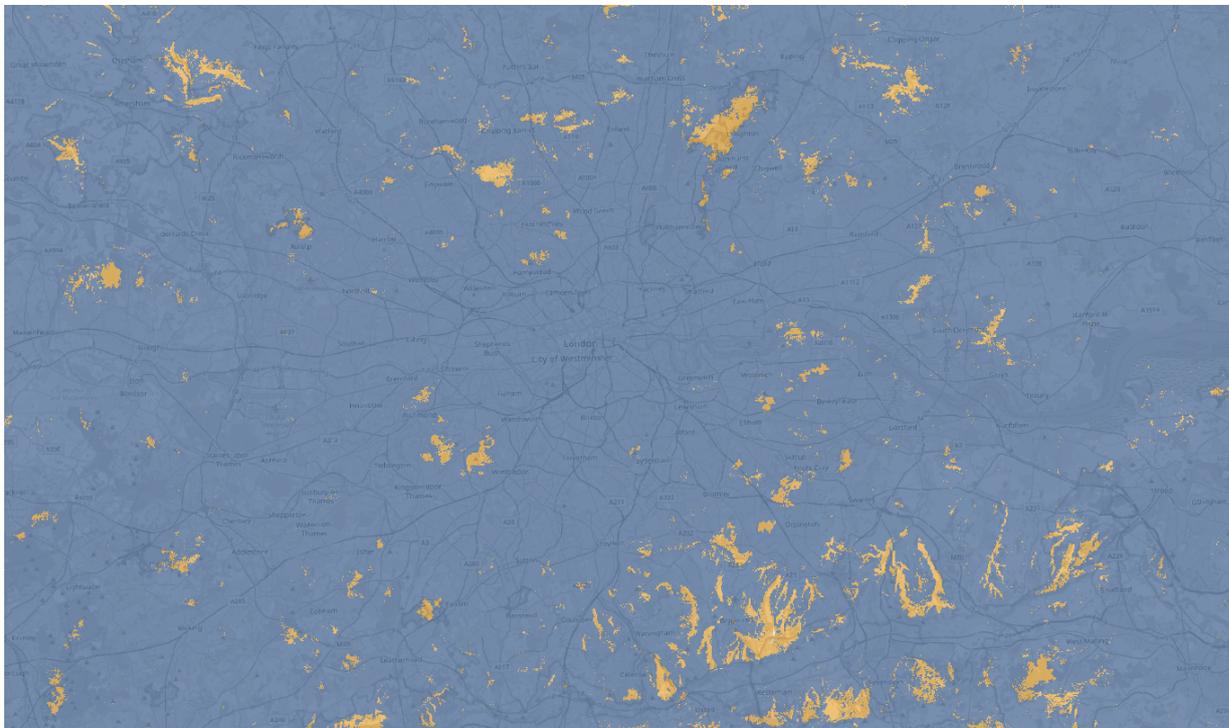
Greater London

Telefónica

OpenStreetMap

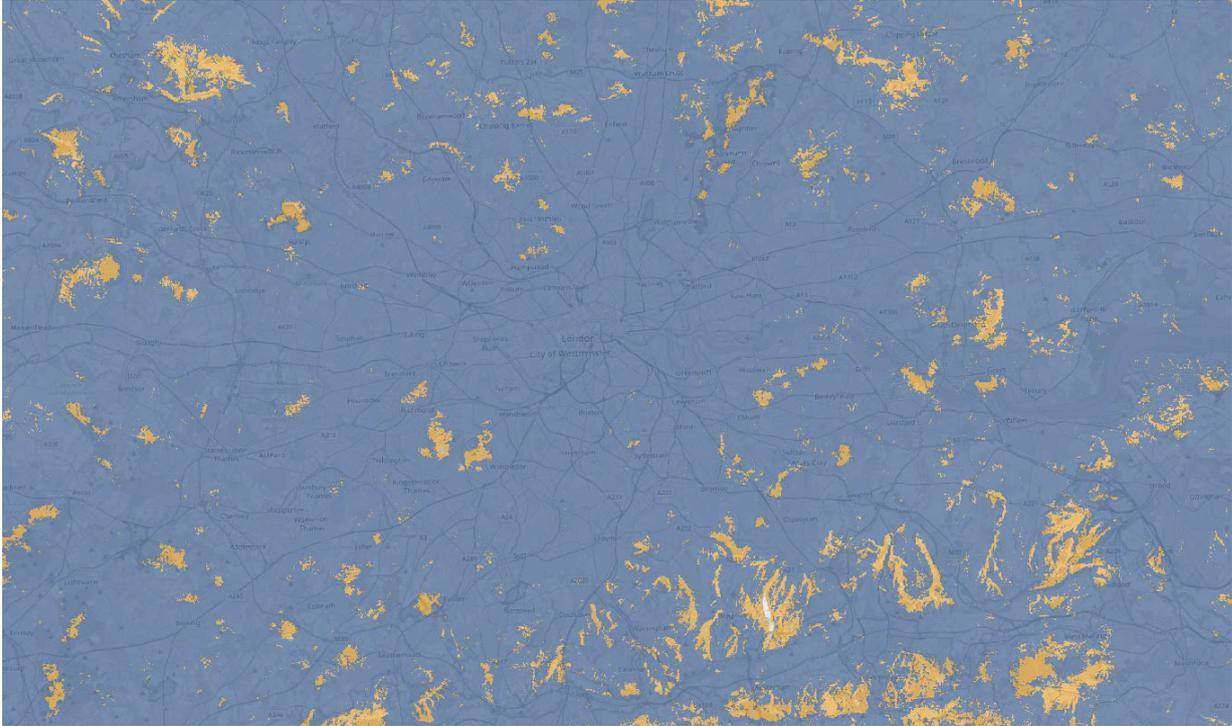


2G 900MHz live coverage



Coverage Levels
■ In-building level coverage
■ Outdoor level coverage

3G 900/2100MHz live coverage



Coverage Levels

-  In-building level coverage
-  Outdoor level coverage

5G 700MHz/3.4GHz live coverage



Coverage Levels
■ In-building level coverage
■ Outdoor level coverage

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UK

O₂

Telefónica

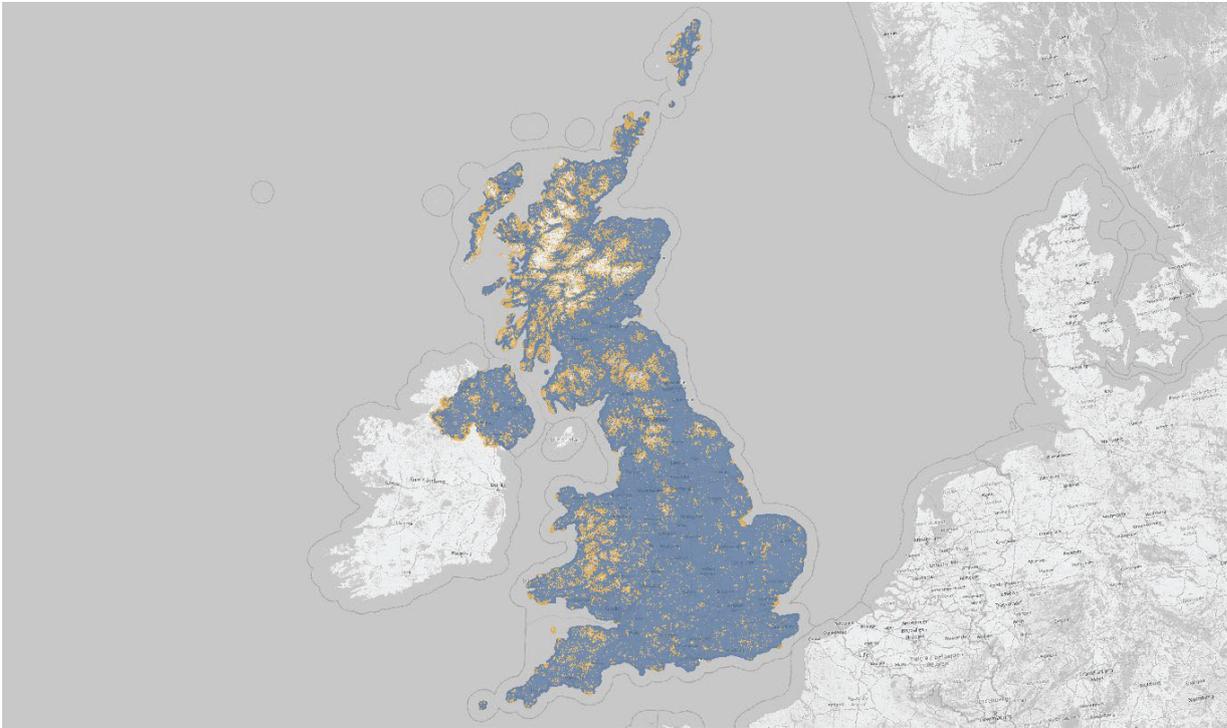
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OpenStreetMap



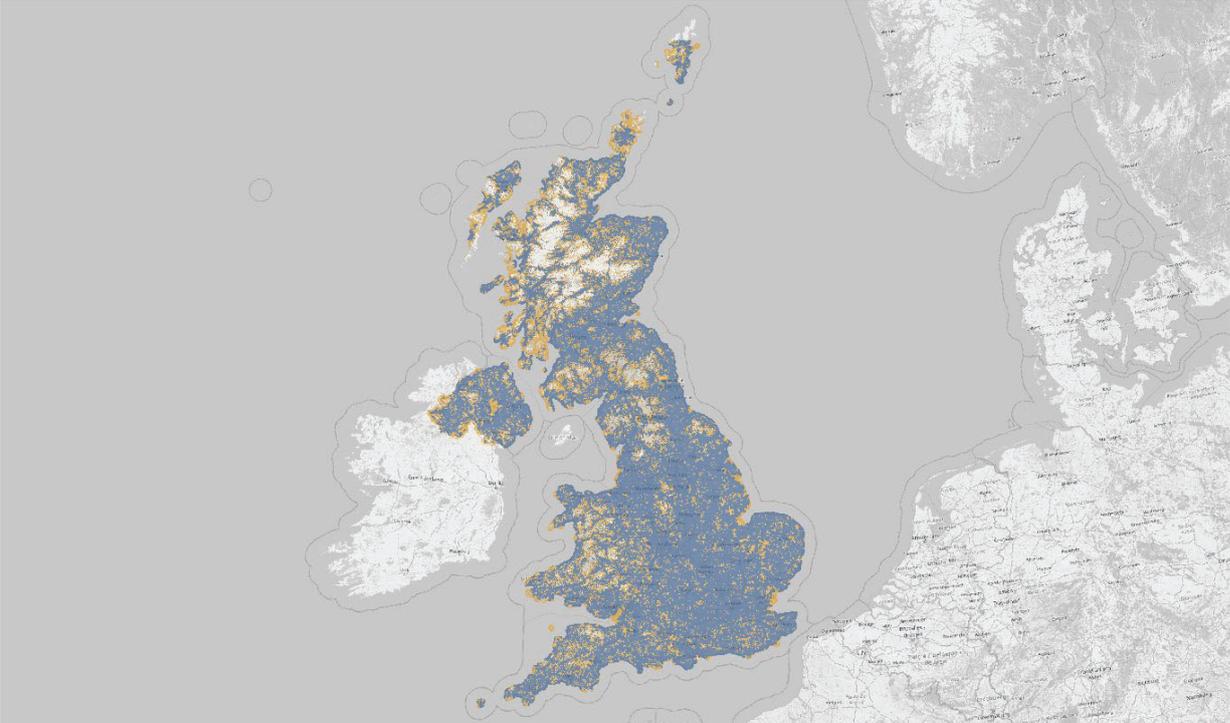
O₂

2G 900MHz live coverage



- Coverage Levels**
- In-building level coverage
 - Outdoor level coverage

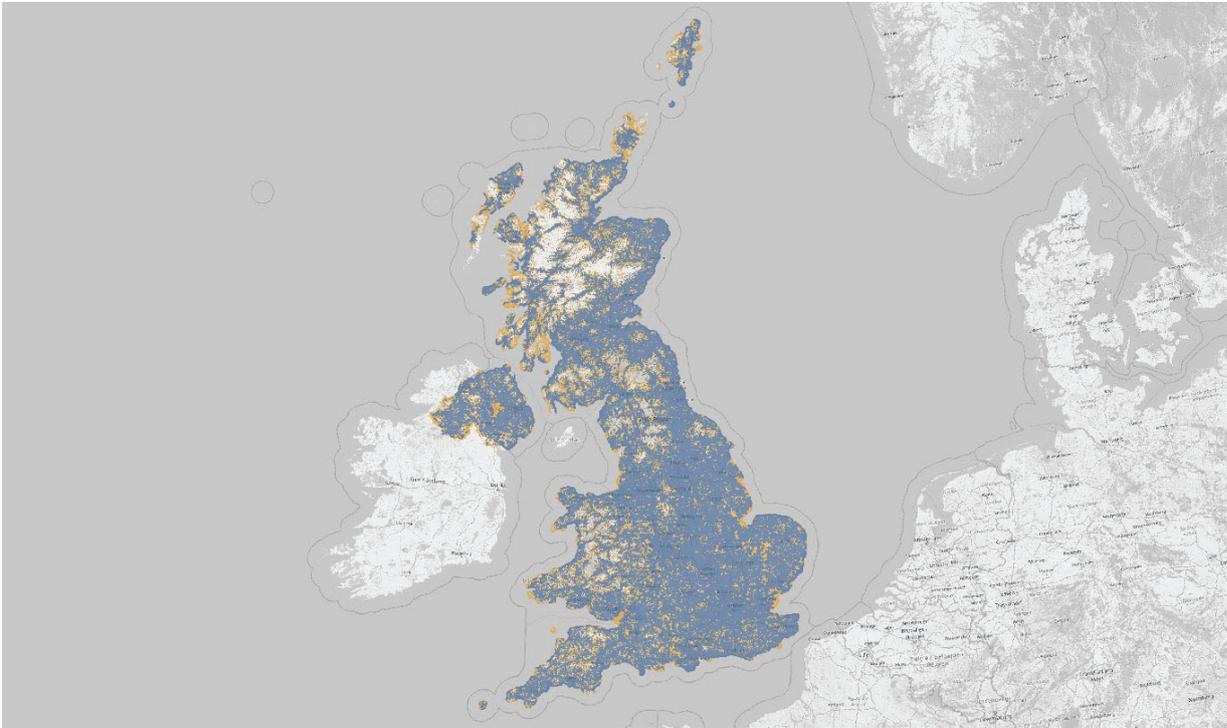
3G 900/2100MHz live coverage



Coverage Levels

- In-building level coverage
- Outdoor level coverage

4G 800MHz live coverage



- Coverage Levels**
- In-building level coverage
 - Outdoor level coverage

5G 700MHz/3.4GHz live coverage



- Coverage Levels**
- In-building level coverage
 - Outdoor level coverage

Hounslow Central	Hounslow Central	513592	175928	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Hounslow East	Hounslow East	514327	176254	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Hounslow West	Hounslow West	512215	176140	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Hoxton	Hoxton	533582	183342	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Hyde Park Corner	Hyde Park Corner	52830	179801	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Ickenham	Ickenham	508127	185811	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Ilford	Ilford	543501	186501	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Imperial Wharf	Imperial Wharf	526299	176674	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Island Gardens	Island Gardens	538288	178432	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Ilseworth	Ilseworth	515570	176430	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Iver	Iver	503729	179898	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Kenley	Kenley	532400	160100	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Kennington	Kennington	531660	178337	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	1
Kensal Green	Kensal Green	523241	182784	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Kensal Rise	Kensal Rise	523501	183201	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Kensington (Olympia)	Kensington (Olympia)	524324	179178	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Kent House	Kent House	535999	170000	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	2
Kentish Town	Kentish Town	529029	185096	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Kentish Town West	Kentish Town West	528603	184700	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Kenton	Kenton	516833	188304	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Kew Bridge	Kew Bridge	518898	178172	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	37
Kew Gardens	Kew Gardens	519173	176708	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Kidbrooke	Kidbrooke	540999	175697	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Kilburn	Kilburn	524588	184644	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Kilburn High Road	Kilburn High Road	525553	183591	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Kilburn Park	Kilburn Park	525361	183349	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
King George V	King George V	543231	180135	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
King Henry's Drive	King Henry's Drive	537978	162558	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
King's Cross	King's Cross	530312	182891	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Kings Cross St. Pancras	Kings Cross St. Pancras	530236	182835	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Kingsbury	Kingsbury	519361	188739	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Kingston	Kingston	518244	169549	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	72
Kingswood	Kingswood	524816	165885	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Knightsbridge	Knightsbridge	527785	184650	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Knockholt	Knockholt	548499	162896	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Ladbroke Grove	Ladbroke Grove	524284	181328	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Ladywell	Ladywell	537716	174884	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Lambeth North	Lambeth North	531165	179489	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Lancaster Gate	Lancaster Gate	525711	184796	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	7
Langdon Park	Langdon Park	537807	181863	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Langley	Langley	501299	179800	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Latimer Road	Latimer Road	523789	180954	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Lea Bridge	Lea Bridge	536175	187133	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Lebanon Road	Lebanon Road	533385	165756	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Lee	Lee	540002	174197	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Leicester Square	Leicester Square	529987	180812	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Lewisham	Lewisham	538163	175863	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Leyton	Leyton	538295	186444	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Leyton Midland Road	Leyton Midland Road	528150	187490	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Leytonstone	Leytonstone	539345	187429	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	24
Leytonstone High Road	Leytonstone High Road	539298	186903	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Limehouse	Limehouse	536150	181087	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Liverpool Street	Liverpool Street	533180	181596	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Lloyd Park	Lloyd Park	523711	164549	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
London Bridge	London Bridge	532937	180152	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	21
London City Airport	London City Airport	542231	180294	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
London Fields	London Fields	534795	184212	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Loughborough Junction	Loughborough Junction	531902	175897	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	24
Loughton	Loughton	542314	195641	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Lower Sydenham	Lower Sydenham	536831	171372	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Maida Vale	Maida Vale	525967	182792	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Maidenhead	Maidenhead	488724	180745	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Malden Manor	Malden Manor	521101	166497	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Manor House	Manor House	532074	180482	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Manor Park	Manor Park	541929	185757	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mansion House	Mansion House	532347	180962	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Marble Arch	Marble Arch	527875	181056	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Maryland	Maryland	539175	184881	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Marylebone	Marylebone	527510	185885	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Maze Hill	Maze Hill	539194	177909	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Meridian Water	Meridian Water	535062	191741	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Merton Park	Merton Park	525182	169798	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	2
Mill End	Mill End	536577	182545	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mill Hill Broadway	Mill Hill Broadway	521300	181900	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mill Hill East	Mill Hill East	524057	191460	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mitcham	Mitcham	527345	168082	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mitcham Eastfields	Mitcham Eastfields	528488	169323	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mitcham Junction	Mitcham Junction	528292	167611	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Monument	Monument	532907	180814	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	23
Moor Park	Moor Park	508563	193509	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Moorgate	Moorgate	532688	181677	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Morden	Morden	525664	168563	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Morden Road	Morden Road	525788	169310	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Morden South	Morden South	525301	174900	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mornington Crescent	Mornington Crescent	529193	183359	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mortlake	Mortlake	520458	175779	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Motspur Park	Motspur Park	522581	167724	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mottingham	Mottingham	542600	173197	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mudchute	Mudchute	537808	187189	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Neasden	Neasden	521415	185422	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	6
New Addington	New Addington	538187	162255	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
New Barnet	New Barnet	526502	195996	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
New Beckenham	New Beckenham	536718	170463	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
New Cross	New Cross	536750	177110	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
New Cross Gate	New Cross Gate	536250	176967	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
New Etcham	New Etcham	544005	172999	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
New Malden	New Malden	521392	168612	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	113
New Southgate	New Southgate	528672	192218	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Newbury Park	Newbury Park	544947	188378	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Nine Elms	Nine Elms	530058	177332	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Norbiton	Norbiton	519424	169495	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Norbury	Norbury	530650	169690	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
North Acton	North Acton	520811	181337	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
North Dulwich	North Dulwich	539550	174567	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
North Ealing	North Ealing	518816	181243	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
North Greenwich	North Greenwich	539168	179827	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
North Harrow	North Harrow	513540	188578	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
North Sheen	North Sheen	519132	175442	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
North Wembley	North Wembley	517663	186198	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Northfields	Northfields	517051	179296	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Northolt	Northolt	513228	184519	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Northolt Park	Northolt Park	513829	185579	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Northumberland Park	Northumberland Park	534861	191335	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Northwick Park	Northwick Park	516634	187967	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Northwood	Northwood	509236	191441	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Northwood Hills	Northwood Hills	510267	190305	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Norwood Junction	Norwood Junction	534001	168193	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Notting Hill Gate	Notting Hill Gate	525296	180481	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Nunhead	Nunhead	535293	175975	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Oakleigh Park	Oakleigh Park	527001	194800	Yes	Yes	Yes	Yes</						

**ATTACHMENT 2 TO ANNEX 1
CUSTOMER SERVICE CHARTERS**



O2 UK EMM Service Charter
for MaaS Services
Enterprise

For

Transport for London

Change Log

Date	By	Changes
17/02/2021		Version 1.0 Published for distribution

Author:

Version: 1.0

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1. Introduction

This document sets out the Service Level options available for the MaaS O2 MDM Service. It explains the entitlements available for the Managed and Un-managed service, and how to request support.

The O2 Managed MDM services operates on a Helpdesk to Helpdesk support model, where the customer's IT Helpdesk can raise a support ticket with O2 by email, or by exception escalations raised via telephone. Tickets will be managed through to 2nd line, and vendor support, if required. This service has not been designed to provide support directly to end users.

Please discuss the needs of your enterprise thoroughly with the Sales Specialist team at O2 to determine the correct Service Level needed, and explore the range of complimentary services O2 provides in Enterprise Managed Mobility. We look forward to supporting your MDM needs.

2. Service Overview

You have selected the following service offering.

MDM Vendor	Number of Licenses*	Managed Service Type
MaaS360	ZAFAR ANWAR to confirm	Licence and Managed Service

*The number of licenses refers to the quantity commitment at the commencement of the support service. This may change throughout the lifecycle of the service due to natural growth. Monthly reports will be provided on actual license usage.

This document relates to the service offerings for the MaaS platform and related O2 UK support services.

3. The Support Levels Available

O2 provides 2 service tiers for customers who have bought MaaS Licenses:

- Un-managed Service (O2 provides Limited Level 1 support service)
- Managed Service (O2 provides a Level 1 and Level 2 support service)

Depending on the Service Product Suite you have selected you will receive the following services:

Service Product Suite	Un-managed	Managed
<p>Service Desk 24 hrs Monday to Sunday Helpdesk-to-Helpdesk Level 1 support only - Contactable via phone only. Refer to Section 4.1</p>	●	○
<p>Managed Service Desk with L1 and L2 support 08:30-18:00 Monday to Friday Helpdesk-to-Helpdesk MDM service desk - contactable via email only. Escalations and P1 via phone. Refer to section 4.2</p>	○	●
<p>Incident Management Helpdesk support for general MDM incidents during regular service desk opening hours. Refer to section 4.3</p>	○	●
<p>24/7 Lock and Wipe Helpdesk to lock & wipe devices outside of standard hours if device is lost or stolen. Refer to Section 4.4</p>	○	●
<p>Device Inventory and Service SLA Reporting Monthly report pack to monitor the size and performance of the MDM device estate, incident, problem & change requests made to the service. Refer to Section 4.5</p>	○	●
<p>MDM Device Administration We will process your BAU MDM changes such as adding or removing devices & policy changes. Refer to Section 4.6</p>	○	●
<p>MDM Software Release Management Our MDM engineers will test & deploy MDM software releases in a controlled way. Refer to Section 4.7</p>	○	●
<p>Change Management O2 engineers will carry out technical changes on the MDM Platform, client components, e.g. SSL certificate changes & Apple APNS certificate renewals, upgrade of cloud extender software, policy changes.</p>	○	●

Refer to Section **4.8**

Problem Management & Post Incident Reviews O2 will provide a standard Problem Management report within 5 working days of a major incident being resolved.
Refer to Section **4.9**

○ ●

External Monitoring & Incident Notification Our MDM specific monitoring tool 'Log me in' will provide real-time external monitoring to provide event notifications to minimise downtime.
Refer to Section **4.10**

○ ●

Mobile App Deployment & Mobile App Release Management We will provide change and release management for Line of Business Mobile applications.
Refer to Section **4.11**

○ ●

Health-Checks An MDM system health check and report output will be completed twice a year.
Refer to Section **4.12**

○ ●

Additional Add-ons (Pricing on Request)

Professional Service Chargeable service for system configuration, etc.
Refer to Section **4.13**

● ●

4. Entitlements and Boundaries

Un-managed Service

The un-managed Service level is offered as a “break / fix service”, and provides escalation support for an enterprise IT Helpdesk looking after a self-managed EMM platform. The service is helpdesk-to-helpdesk only.

For any Service issues our helpdesk would take the call, conduct fault diagnosis and raise a case to IBM accordingly. Our help desk would update the ticket with any updates and close it down once resolved by IBM.

Managed Service

If you have selected the Managed Service in addition to the above we take responsibility for MDM administration and support for the MDM platform on your behalf, you will receive the following services.

- A Service Desk for your IT Helpdesk to raise issues to Monday to Friday 08:30 to 18:00.
- A Service Desk for your IT Helpdesk to escalate issues to Monday to Sunday 24 hours
- Device inventory and a suite of Service SLA reports
- Handling all device administration tasks and MDM client and platform support.
- Our engineers will perform your MDM system upgrades on your behalf.
- Our engineers will update your Apple APNS cert before its expiry date.
- Our engineers will apply any patches released from the MDM Vendor.
- Our engineers will update any SSL cert renewals on your behalf.
- We will provide you with Change Reporting and Change Notifications each month.
- Our service team will problem manage and co-ordinate any issues following any major infrastructure release that impacts on the MDM.
- Health check and report x 2 per annum

4.1 Service Desk

This entitlement provides access to a Service Desk to raise issues for level 1 support on your un-managed MDM solution. The O2 Service Desk will be responsible for escalating and managing any issues it cannot resolve to the MDM vendor directly.

The O2 1st line Technical Support Teams will be responsible for the following:

- Providing Helpdesk to Helpdesk support to customers
- Diagnosing and resolving (where possible) any customer reported incidents
- Escalating any incidents that cannot be resolved by 1st line support into the Supplier's Engineering teams
- Providing updates and fault resolution information to the customer in a timely fashion
- Assisting the customer with any general technical queries that the customer has been unable to resolve via online documentation / Help.

The MDM Service Desk is a helpdesk-to-helpdesk service for the enterprise's IT to turn to for support. This service has not been designed to support end-users directly. Hours of operation are detailed in **Section 6** of this document, and Service Level Agreements are detailed in **Section 10** of this document.

4.2 Managed Service Desk

This entitlement provides access to a Service Desk to receive support on your O2 managed MDM solution. The Service Desk is available to make administrative changes to the MDM estate and provide support with technical issues. The O2 Service Desk will be responsible for escalating and managing any issues it cannot resolve to the MDM vendor directly.

The MDM Service Desk is a helpdesk-to-helpdesk service for the enterprise's IT to turn to for support. This service has not been designed to accept incidents from end-users directly, however end users will be contacted to resolve incidents if required. Hours of operation are detailed in **Section 6** of this document, and Service Level Agreements are detailed in **Section 10** of this document.

Any incidents should be raised via email as detailed in **Section 6**, however if there is an escalation or a P1 incident, the enterprise's IT helpdesk can contact the service desk via phone using the details in **Section 6**. Service Level Agreements are detailed in **Section 10** and fault management SLA surmised here:

Category	KPI
Email Response Time	98% will have ticket logged within 4 hours
Interactions e.g. lost or stolen device, password resets	98% of received 'verbal' interaction requests to be actioned within 15 mins of receipt of interaction

4.3 Incident Management

This entitlement provides access to a Service Desk in the form of helpdesk-to-helpdesk support. This Service Desk will follow standard ITIL processes. The role of the O2 support team will be to provide:

1. Recording and monitoring of the Incident. Recording will be via Remedy.
2. Incident support and classification of the incident into relevant severity and priority.
3. Triage to diagnose and fix the issue in the 1st line helpdesk, if possible.
 - When it is not possible, the incident will be escalated to the 2nd line helpdesk
4. Resolution and recovery. Solving the incident upon finding the resolution.
5. Incident tracking and customer communication as to how the incident is progressing.
6. 3rd party management if the incident requires 3rd line support from a vendor.
7. P1 Incidents (the highest severity) should be logged by phone on the support line

4.4 24/7 Lock and Wipe

This entitlement provides access to an emergency lock/wipe service 24 hours a day, 7 days a week including Bank Holidays with a 30 minute response time for a verbal interaction and within 4 hours for email. The service allows the customers' helpdesk to have devices that have been lost or stolen, wiped or locked in an emergency.

Lock/wipe is a best-effort service, where a device is powered off or has lost Internet connectivity a lock/wipe may not be effective until the device is restarted. We will contact the O2 support desk automatically to ensure that the SIM for the phone is barred as part of this service.

See **Section 8.1** for information required from the customer when requiring an out of hours lock and wipe service.

4.5 Device Inventory and Service SLA Reporting

O2 will provide standard MDM reports, delivered monthly via our service desk.

- Device Overview
- MDM Licence Usage
- New additions for the month
- MDM Service Desk Ticket Totals
- MDM Service Desk SLA Stats

See **Section 11** for examples of the reports.

4.6 MDM Device Administration

The Service Desk will process the following all Business-As-Usual (BAU) administrative changes:

Standard Device Actions (individual or bulk)
Unlock
Lock
Full Wipe - device reset to factory default
And Enterprise Wipe (Managed data, email, and configurations removed only)
Query device status and force update with MDM
Locate
Device Management and troubleshooting
Enrol device
Query Apps
Query compliance status
Change Ownership
Push Profile(s)
User Management
Add User (single, Bulk)
Manage groups
App management
Add App
Remove App
Publish App

4.7 MDM Software Release Management

Our MDM engineers will test new releases of the supported MDM client software and cloud extenders in advance and deploy the new version in a controlled way to satisfy the customers' Change Management processes. The Release Management entitlement will cover any software supplied by IBM.

4.8 Change Management

O2 will manage any changes to the Managed Service and will engage with the customer's change control process to request and schedule these changes (for both normal and emergency changes) via a designated customer contact as set out in this Service Charter prior to any changes being implemented.

Customer initiated

Category	Service Support Hours ¹	KPI
MDM Device Administration (see section 4.6)	8:30am-6pm	99% of MDM administrative tasks responded to within 24 hours, acknowledging the request and an agreed action plan for the change to be made between managed service and the customer within 3 days (or as agreed with the customer dependant on the complexity of the change and any testing required)
Change Management Administrative Tasks	8:30am-6pm	99% of MDM administrative tasks responded to within 24 hours, acknowledging the request and an agreed action plan for the change to be made between managed service and the customer within 3 days (or as agreed with the customer dependant on the complexity of the change and any testing required) <ul style="list-style-type: none"> ➤ Corporate Policy Updates ➤ Account Changes ➤ App deployment ➤ Planned server upgrades ➤ Certificate renewals ➤ Certificate renewals and upgrades ➤ Kiosk upgrades ➤ Complex configuration changes to existing solution

¹ Core Business Hours: 8:30am to 6pm weekdays excluding public holidays.

Change Management – O2 Initiated

In the event that TUK identifies a change associated with the customer's account after they have confirmed with the customer that they agree to the change then the following will apply:

Category	Service Support Hours ²	KPI
Administrative Tasks	8:30am-6pm	The customer will be contacted by TUK within 3 days of the change being evaluated and a time scale agreed with the customer as to when the change can be implemented. e.g. cloud extender upgrades

² Core Business Hours: 8:30 am to 6pm weekdays excluding public holidays

4.9 Problem Management and Post Incident Reviews

O2 will provide a standard Problem Management report within 5 working days of a major incident being resolved via your delivery manager. This will include:

- A summary of the incident
- The resolution
- Any proactive plan to ensure incident does not occur again

4.10 External Monitoring & Incident Notification

Our MDM specific monitoring tool 'Log me in' will provide real-time external monitoring to provide event notifications to minimise downtime and proactive alerting. IBM MaaS 360 cloud extender health alerts are also managed by the team, where set up.

4.11 Mobile App Deployment

The addition/removal/publishing of mobile apps as part of an MDM platform administrations is included as a standard MDM Device Administration task. This entitlement provides an in-depth support service for line-of-business (LOB) mobile app deployment.

The O2 MDM team will work with the customer to test the app deployment to mobile devices and ensure the app launches, uses appropriate traffic tunnelling (where possible), and monitor distribution.

4.12 Health Checks

The nominated technical specialist from the O2 Managed Service Team will perform a twice yearly proactive review of the customer's managed service, this review will be conducted remotely and will advise customers via a standard report on:

- How to manage new device O/S
- How to take advantage of new MaaS360 features that could enhance existing policies
- Trend analysis outlining the problems trending in your MDM environment or across your user base

4.13 Add-on: Professional Services Chargeable Hours

Professional service (PS) hours are an additional option, and can be added onto a managed service. PS hours are not available as a default within a managed service.

PS hours are available for the O2 team to conduct the initial build and MDM-related projects that fall outside the standard entitlements. PS hours are commonly used for system migrations, significant configuration changes, new system component deployments, implementation of DR/HA setups, general MDM consultative services or if a technical re-design is required.

PS hours are subject to a specific agreed scope which would be developed in conjunction with the customer; and, are specific to the O2 MDM team for use on MDM-related projects only.

5. Further Exclusions

The following exclusions will apply to the O2 Managed MDM service:

- Support for network related queries such as coverage, sim cards, and data bundles.
- Physical damage to smartphone devices.
- Customer's physical hardware, operating systems, server maintenance or management.
- On-site resourcing of O2 UK employees.
- Third party application support such as Microsoft Exchange, Lotus Notes Domino, Firewalls, NDES/CA, WiFi infrastructure etc.
- Direct access to service support for end users unless pre-arranged call back – engagement from customers own Service desk.
- Exclusions defined within the High Level design.
- O2 cannot be held responsible for the availability of the MDM platform availability provided by IBM, but O2 will escalate any service issues to the appropriate level and attempt to resolve any issues with the support teams.
- Any queries or incidents out of scope for the MDM Service Desk.

6. How to get help?

The service provided is in the form of Helpdesk to Helpdesk support. All tickets should be triaged by your own IT helpdesk before escalating to the Service Support Desk.

O2 contacts

	Title	Office	Mobile	Working hours	Email
Managed Service Desk Level1 support	O2 Managed service team	Arlington Business Centre, Millshaw Park Lane	No Phone	Monday-Friday 08:30- 18:00	O2managementservice@o2.com
Managed Service Desk Escalations & P1 only	Escalations P1 only	Arlington Business Centre, Millshaw Park Lane	08702 200445	Monday-Sunday 24/7	No email address
Service Desk Un-managed service	O2 Ticket Desk Level 1 support only	Arlington Business Centre, Millshaw Park Lane	0800 0831137	Monday-Sunday 24/7	No email address

For each contact with the Service Desk a ticket reference will be given and this will be the unique identifier for that issue. The Helpdesk user logging the ticket will receive an automated email with their reference number and will receive email updates throughout the lifecycle and closure of the ticket.

7. Escalation Process

O2 Managed Service Team/Technical Support

O2managementservice@o2.com

Managed MaaS360 Service escalation number: 0870 220 0445

The escalation number is only to be used in the event of the standard process failing or if the response time of a case is outside of the agreed service targets. The Customer 1st line support helpdesk shall not use the contact number for the reporting of general incidents and is only to be used in emergency circumstances.

8. Information required in incident tickets

8.1 Out of hours lock and wipe

If lock and wipe is requested outside of Monday-Friday 0830-1800 hours the Enterprise's help desk will require the portal account number and a unique device identifier such as the device IMEI, device name or device ID. These details should be captured on the portal as part of setup by the Enterprise's IT administrator.

8.2 All other incident tickets

For each ticket logged with the Service desk the following information must be included:

General Information for every email/call:

- Customer Incident Reference Number
- Users full name
- User contact mobile number
- Alternative contact number
- Date/Time of fault
- Type of fault
- Summary line (the subject line in email)

General Information for every change management and administration task:

- Users Full name
- Contact Mobile number
- Alternative contact number: (if available)
- Date / Time of Request
- Detailed description of CR

General Information for every Incident:

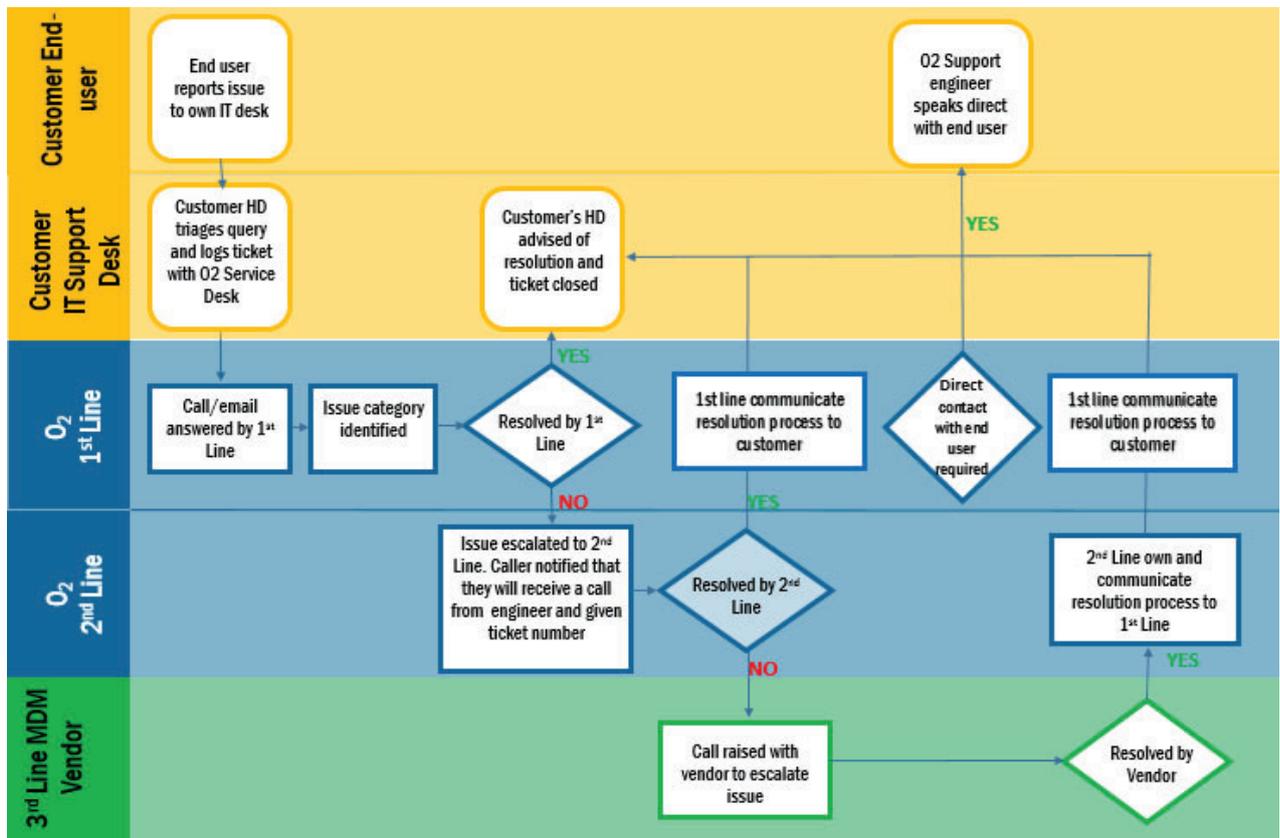
- Detailed description of issue

- Full description of all activities to resolve which have been completed thus far by the Customer's 1st line Support helpdesk

Failure to provide the above may result in a resolution delay.

Where further information is requested from the O2 UK Service Team you should respond as quickly as possible with this detail. When further information requests are not received back the ticket will be on hold pending further response from the customer.

Standard flow of incident ticket escalation process once ticket is raised.



9. Remote Support Access

The O2 Managed Service requires access to the Cloud Extender server(s) if deployed on the Customer premises. The Customer shall provide all necessary access for the O2 Managed Service Team to access the Customer's Cloud Extender Server(s). The Customer shall also support O2 as follows:

- Ensuring that the Customer's firewall and infrastructure allow for O2 to connect to the Customer Cloud Extender Server(s) using "LogMeIn Pro 2 with Central" remote access solution. <https://secure.logmein.com/UK/>
- In respect of any issues related to O2 remotely accessing the Customer hardware

If O2 identify a fault with any of the Customer's systems or infrastructure, the O2 Managed Service Team will contact the Customer.

In the event that there are any problems in the Customer's IT infrastructure, which may impact O2's ability to provide the Managed Service, the Customer shall advise O2 of any such incidents as soon as reasonably practicable and in any event at such time as the Customer raises any new requests to O2 1st line technical support. If O2 or the Customer identifies an issue with the Customer's systems or infrastructure that that would cause the O2 Managed Service Team to be unable to access a Cloud Extender Server(s), the party identifying the issue shall notify the other party forthwith, and all related service targets shall be suspended pending resolution of the issue.

For planned, emergency or unplanned changes this requires that O2 be added to the relevant distribution lists of contacts to which the Customer provides advance notice of such events.

If O2 are unable to gain access to a Server(s), O2 will endeavour to identify whether the inability to gain access is an O2 connection issue or if the fault is within the Customer's infrastructure.

If O2 identify that there is a complete loss of connectivity into the Customer's infrastructure, O2 will email both the Customer's 1st line support helpdesk and the key contact(s) identified in **Section 13** of this Service Charter below.

10. Your Service Levels

10.1 O2 Managed Service Fault Definitions

The following service definitions will be applied to the Managed Service for MaaS360:

Fault Severity	Definition
P1	Service failure affecting all handheld e-mail devices
	Per customer a service loss affecting a significant proportion of the customer base
P3	Per customer a minor degradation impacting individual end users
P4	Non-service affecting

10.2 O2 Service Targets

The following for fault management request targets will be applied to the Managed Service for MaaS360:

Severity	TUK Ticket Response Time (following severity classification)	TUK Updates (Business hours only)
P1	For all severity levels 4 hours	Every hour
P2		< 4 hours
P3		< 8 hours (or when fixed)
P4		On request only

O2 will use its reasonable endeavours to achieve a Workaround and a Solution to an incident in accordance with the target timescales.

10.3 Reporting Targets

TUK will provide reports to the customer's pre-agreed distribution list as follows:

Category	Reporting Target
Device inventory and service SLA reporting	Available Monthly – based on 5 working days from a customer's bill day Includes device overview, MDM license usage, new additions for the month, MDM Service Desk Ticket Totals and MDM Service Desk SLA statistics (see section 4.5).
Ad Hoc Reporting	To be provided within X days of the customer request as agreed in the customer's contract.
TUK Fault Management Reporting	Available Monthly – based on 5 working days from a customer's bill day. Connected 4 Business to distribute to nominated SRM/ Account Manager for onward discussion/distribution to the customer.
TUK Licence Management Report	Available Monthly - created by Connected 4 Business for onward distribution to the customer SRM/Account Manager.

10.4 Fault Management Trouble Tickets

The customer will be able to raise trouble tickets for all fault management issues:

Category	Service Support Hours	KPI
Trouble Ticket Response Time	8.30am – 6pm (Core business hours Mon-Fri, excluding public holidays)	95% of trouble tickets raised by the customer will be responded to with an incident number according the severity level and as defined in the Service Target section.

10.5 Fault Management

For those customers having purchased the Managed Service support option then the following will also apply:

Category	KPI
Email Response Time	98% will have ticket logged within 4 hours
Interactions e.g. lost or stolen device, lock, wipe, password resets	98% of received 'verbal' interaction requests to be actioned within 15 mins of receipt of interaction

10.6 Change Management –Customer Initiated

The customer will be able to request TUK carry out administrative according the following:

Category	Service Support Hours ³	KPI
MDM Device Administration (see section 4.6)	8:30am-6pm	99% of MDM administrative tasks responded to within 24 hours, acknowledging the request and an agreed action plan for the change to be made between managed service and the customer within 3 days (or as agreed with the customer dependant on the complexity of the change and any testing required)
Change Management Administrative Tasks	8:30am-6pm	99% of MDM administrative tasks responded to within 24 hours, acknowledging the request and an agreed action plan for the change to be made between managed service and the customer within 3 days (or as agreed with the customer dependant on the complexity of the change and any testing required) <ul style="list-style-type: none"> ➤ Corporate Policy Updates ➤ Account Changes ➤ App deployment ➤ Planned server upgrades ➤ Certificate renewals ➤ Certificate renewals and upgrades ➤ Kiosk upgrades ➤ Complex configuration changes to existing solution

¹ Core Business Hours: 8:30am to 6pm weekdays excluding public holidays.

Change Management – O2 Initiated

In the event that TUK identifies a change associated with the customer's account after they have confirmed with the customer that they agree to the change then the following will apply:

Category	Service Support Hours ⁴	KPI
Administrative Tasks	8:30am-6pm	The customer will be contacted by TUK within 3 days of the change being evaluated and a time scale agreed with the customer as to when the change can be implemented. e.g. cloud extender upgrades

² Core Business Hours: 8:30 am to 6pm weekdays excluding public holidays.

Notes on target timescales

The target timescales exclude all periods of time during which O2 is waiting for additional information which is required to be provided by the Customer 1st line Support helpdesk, for example where an incident is escalated without sufficient information for O2 to resolve the problem.

For each of the SLA's quoted, the following conditions apply:

- These SLA's are for MDM platform changes to be made and not the time taken for the changes to be applied to mobile devices
- Emails will be dealt with within the SLA times quoted, but may be slightly slower to receive a reply.
- These SLA's cover the MDM Managed Service provided by O2, and do not apply to faults with the IBM platform.
- Some large group support requests may even require additional engineer time.
We recommend that you scope these requests with the helpdesk in advance
e.g. enrol 200 devices & change ownership on 100 devices & retire 20 devices.

11 Reporting

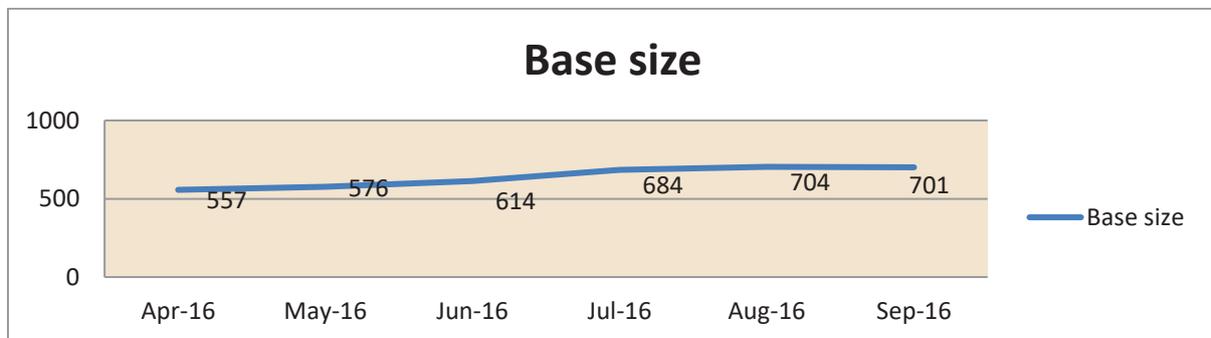
The following screenshots show examples of the standard Device Inventory and Service SLA reports you will receive under Managed Service:

Overview:

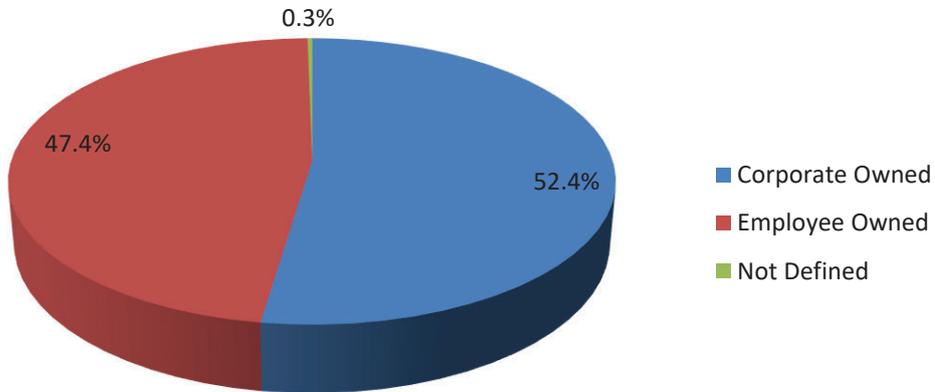
Provisioning	
Total number of devices enrolled in last 30 days	37
Total number of managed devices	701
Total number of active devices in last 30 days	658
Administration	
Device utilisation – devices not used for 30 days	43
Technical Support	
SLA Performance (target 95%)	100%
P2 incident detail / RCA report	0
Professional services	
On site days balance	0
On site activity planned	0
Professional Services fund	£00k

Provisioning & Administration:

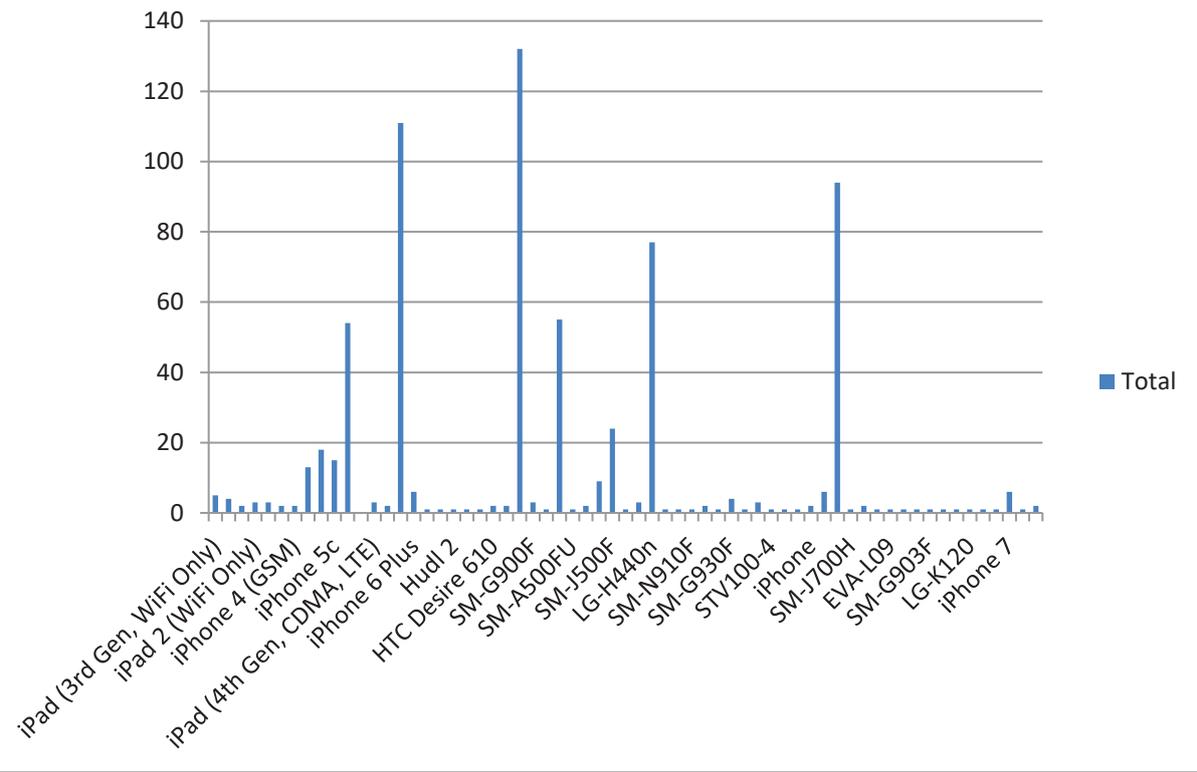
Managed devices	701
Inactive devices	43
Out of Compliance	5



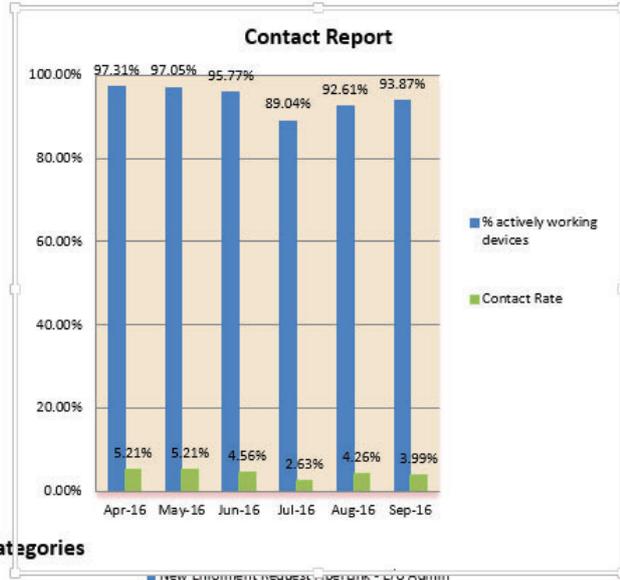
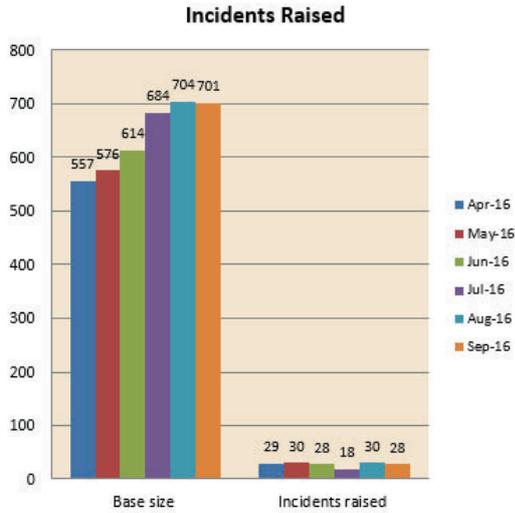
Device by Ownership



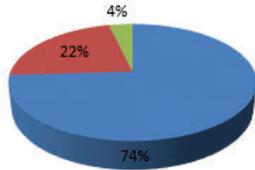
Total by Handset Type



Support Incidents



Top Incident Categories



A *Telefonica* company

SLA Performance:

Severity	Total Tickets Raised	SLA Performance	SLA Target	Average Resolution time (Hours)	'Time To Fix' Target
Priority Two					95% Within Eight Hours
Priority Three	28	100%	95.0%	0.43	95% Within Ten Hours
Priority Four					95% Within Seven Days

12. Service Reviews

Monthly service reviews will be scheduled with your O2 UK Service Delivery Manager where standard issued reports will be reviewed.

The review will be in the form of 2 way feedback from both the customer and O2 UK. Any actions coming out of these reviews will be documented and action plans put in place to address with owners and timelines assigned.

13. Your contact details

Please enter the distribution list for reports here:

[REDACTED]

If you want a restricted list of authorised contacts to access the MDM Service Desk please list the names of these people here:

Clive Dracket - clive.drackett@tfl.gov.uk

Chris Nommik - chris.nommik@tfl.gov.uk

If you want a pre-defined password set on your account that your service desk must quote to validate themselves please list it here:

Please enter distribution list for pro-active updates here:

[REDACTED]

Please enter the key contact(s) for remote support access issues and resolution:

Clive Dracket - clive.drackett@tfl.gov.uk

Chris Nommik - chris.nommik@tfl.gov.uk

We would request that you ensure this list is kept up to date and advise us of any personnel changes or changes to distribution email addresses.

14. Pre-requisites for entering the Service

For entering into a managed service with O2 all the prerequisites within the HLD must be adhered to.

When taking on an existing MDM deployment not deployed by O2 UK

- A Health Check of your current MDM environment.
 - This is applicable in instances where O2 UK have not deployed the initial build.

Where O2 UK identify any risks in the environment from the Health Check outputs we would require these to be addressed before on-boarding in to the Service.

In the case of a New MDM deployment via O2 UK or the take on of an existing MDM deployment

- Change request process and templates
 - You will be provided with our Change Request Template
- Agree method of dedicated remote access to your MDM deployment.
- Sign off on agreed SLA's.
- Assign names and contact details for key stakeholders in your organisation.

Any other items identified as part of the HLD or on-boarding process that are required to be in place will need to be completed prior to on-boarding onto the service.



O₂ Customer Service Charter for Enterprise Customers



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11.1 PSTN, ISDN and Broadband	Error! Bookmark not defined.



1. Introduction – Purpose and Interested Parties

This Customer Service Charter outlines the key contacts, processes and the minimum standards we strive to achieve for O2 Enterprise Customers. It details the service elements and target Performance Indicators to be provided by O2 to the Customer.

This Customer Service Charter is intended to be a working document and is non-binding. It incorporates information that may be covered elsewhere in your Agreement. If there is any conflict between this Customer Service Charter and your Agreement, your Agreement will prevail. As a working document, this Customer Service Charter will be reviewed on a regular basis to maintain its effectiveness, and O2 reserve the right to amend the Customer Service Charter should any of the services change.

Unless the context requires otherwise, terms that are capitalised in this Customer Service Charter will have meanings set out in the Agreement, including those meanings set out in the Terms and Service Schedules.

The following individuals are responsible for the maintenance and execution of the Customer Service Charter and should retain a copy close at hand:

For the Customer:

Name:	Title:
-------	--------

For O2:

Name:	Title:
-------	--------



2. Key Contacts

Customer Service Team

Your Customer Service Team will be your main point of contact.

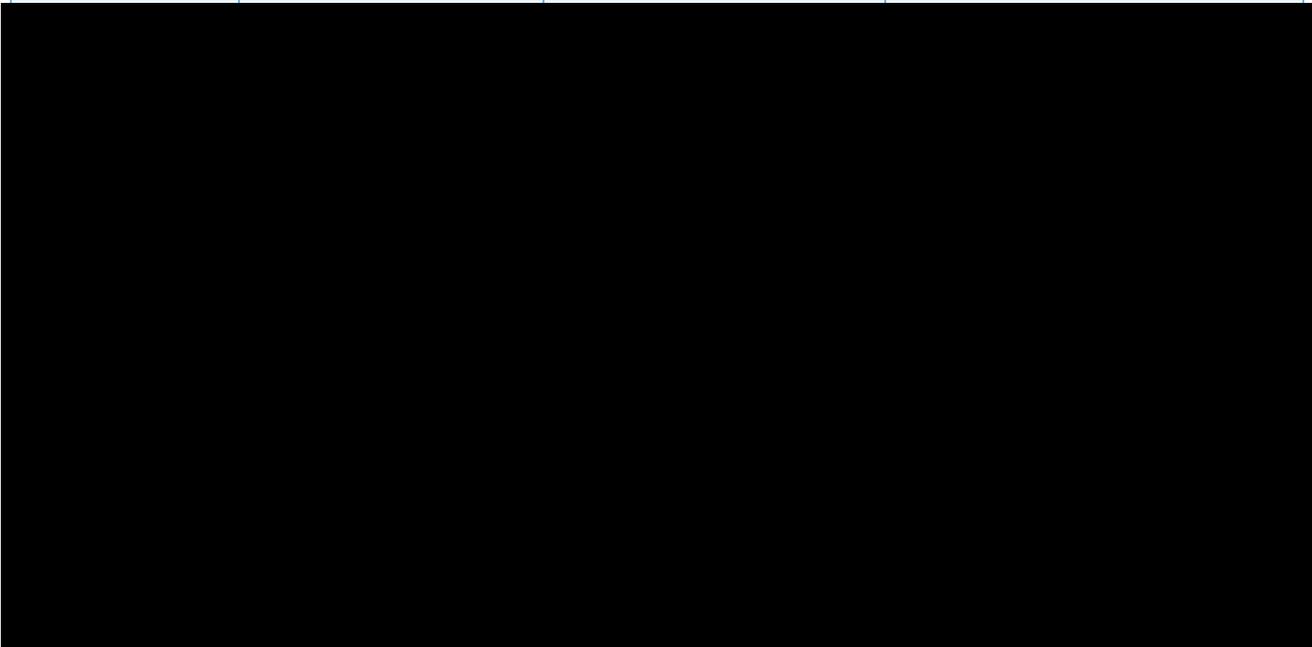
They will own queries that require expertise from specialist areas within O2, making sure that resolution is expedited and that you are provided with regular feedback on progress.

The Customer Service Team will be available during Core Working Hours (08:00-18:00 Mon-Fri excluding Public and Bank Holidays).

Outside the Core Working Hours service will be provided through the same contact number(s) for lost or stolen Devices and general network queries.



2.1 Escalation Path

	Name	Job Title	Contact Details
 A large black rectangular redaction box covers the entire content area of the table, obscuring all data rows.			



3. Performance Indicators

Telephone Response Time	<p>80% of inbound telephone calls will typically be answered within 60 seconds during Core Working Hours.</p> <p>95% of inbound calls will be answered during Core Working Hours.</p>
Service Bars	<p>95% of verbal single requests for Service Bars will be applied within one Core Working Hour of notification to O2.</p> <p>95% of single requests received via email will be applied within one Working Day.</p>
Routine General and Billing Enquiries*	95% of routine enquiries will be resolved within one Working Day.
Extended Complaint, General and Billing Enquiries**	98% of extended enquiries will be resolved within timescales agreed with the Customer.
Bulk Requests timescales need to be mutually agreed	98% of bulk requests to the Customer Billing account or Network will be completed within the schedule agreed with the Customer.
Lost or Stolen Bars will be added to the mobile number as soon as advised by the Customer. They can be reported 24 hours a day, 365 days a year on the same number. ***	99% of verbal requests to bar lost and stolen handsets will be restricted within one hour of notification to O2.
New Order Entry	<p>95% of Orders received before 12:00 on a Working Day will be processed the same day.</p> <p>Applies to daily Orders 1-9 devices. 10+ is classed as bulk and may be subject to additional timescales.</p>



24-hour replacements	95% of Mobile Equipment covered by warranty will be replaced the following Working Day, or within two Working Days where the order is received after 12:00.
Mobile Equipment Delivery by Registered Carrier.	<p>95% of orders received and processed before 12:00 will be delivered to an address on the UK mainland by 17:00 the next Working Day. Someone must be available to receive the order. There may be a charge for re-delivery of any order is not received on the first attempt.</p> <p>NB: for Managed Logistics orders whereby specific kitting/configuration requirements are applied prior to dispatch, the order would need to be received by O2 before 11.00 specifying 'MLS Order' in the subject line of the email. Otherwise, this would be a two working day lead time. This applies to daily orders of 1-9 devices only. 10+ devices, will be classed as bulk and further timescales may apply.</p> <p>Exceptions apply, please refer to Mobile Delivery Exclusions.</p>
Disconnections	99% of requests for Network disconnection will be processed within one Working Day of notification.
SIM Card Activation	95% of requests received via email to activate SIM Cards on the Network will be processed within one Working Day.

* Routine and Billing enquiries consist of (less than 10): profile updates; value added services; reorganise subscriber; user reference change; Customer change; Device number change; proof of delivery; mobile number portability; payment to trace.

Username and cost centre changes need to be submitted to O2 at least five Working Days before the invoice date. Bulk request timescales need to be mutually agreed.



** Extended Routine and Billing enquiries consist of (more than 10): value added services; change of tariff transfer; reorganise subscriber; user reference change; Customer change; Device number change; proof of delivery; mobile number portability; payment to trace.

***In the case of Lost or Stolen devices connected to a Customer hosted Unified Endpoint Management (UEM) platform (for example Intune, Workspace One, MaaS360), the User must contact the customer's own IT Helpdesk, who should deactivate the device on the (UEM) and then notify O2 by calling the Customer Service team.

4. Orders

Mobile Devices and Accessories

Orders for new Mobile equipment can be submitted to the Customer Service Team by email or My Account. Persons entitled to place orders will be defined in the customer profile. If a product is not in stock, we will offer you an alternative product or delivery date where possible. Typical details required for orders would be:

- Account details
- Purchase order number
- Delivery address
- Contact details
- Product details
- Device Type
- User details
- Tariff details

Auto Activation will apply to new connections, and they will be activated on the O2 Network by 17.30 on the day of delivery unless otherwise agreed.

NB. The Customer is responsible for ensuring that adequate handset security is activated (Network PIN and Device security password where available).

Managed Logistic Service– Deployment Only



If you have taken our MLS service (deployment only), please note that when placing an order, the customised SKU code should be used. Any changes or additional requirements to the MLS Service will be dealt via your Service Delivery Manager/Client Manager.

5. Faulty Devices

All new Mobile Equipment provided by O2 is supplied with the Warranty Period as specified in the terms of the Agreement. Typically this is 12 months from the date of dispatch. Where replacement Mobile Equipment is issued by O2 under the terms of O2's equipment warranty, such replacement Mobile Equipment shall be subject to the same warranty conditions as the original Mobile Equipment, except that the Warranty Period applicable to such replacement Mobile Equipment shall be the greater of:

a) The outstanding period of the Warranty Period applicable to the Mobile Equipment which has been replaced

or

b) three (3) months from the date of dispatch of the replacement Mobile Equipment.

Mobile Equipment Faults should be reported to the Customer Service Team. They will conduct some basic diagnostic checks and then process a replacement as required, subject to our normal delivery arrangements. The SIM Card must be removed.

Out of warranty faults

For a Device that has been diagnosed with a fault that is not covered by the warranty provisions e.g. smashed screen, water damage, warranty has expired etc. (either in scope or in time), The Customer will be invoiced for the replacement Mobile Equipment. The warranty service is only available on new Devices purchased from O2 under the terms of your Agreement and shall not be available for any other Device.

6. Network

O2 Network Faults

If you have asked us to do so, we will keep you informed of planned outages and unplanned critical priority O2 network incidents via e-mail.

Planned outage information will be provided to you by via email each morning. We aim to provide five days' notice for any planned outages, though in some cases the notice period may be less. This is because some changes on our network may be scheduled as they are foreseeable or expected, whilst others may be



required at shorter notice, for example, to resolve an unexpected problem. Where possible, planned outages occur between midnight and 6.00am when network usage is at its lowest.

If we need to let you know about a planned outage we will include as much relevant information as we can:

- The date of the work
- The planned start and end times for the change window
- What the impact will be, for example, to our 2G, 3G, 4G and 5G services
- A list of the actual cell sites and postcode areas that will be affected

We will also notify you via email of unplanned breaks in service that are categorised as critical priority network incidents. These communications will detail the following information:

- Incident start time - Next update due time (if known)
- Service restored time (when known)
- Incident description/overview detail
- Impact upon service/customer
- Latest update on incident resolution progress
- Resolution update (when known).

Email updates may take longer than 60 minutes if there is no further useful information to provide to you, however, we will communicate immediately should we have significant information to share with you.

We will also notify you once service has been restored; this may happen up to an hour after restoration.

General coverage information is provided on the internet using O2's online coverage system, which can be accessed through www.o2.co.uk. Local faults can be reported to the Customer Service Team or to the O2 End User Helpdesk. Once reported we will engage O2 network engineers and keep you informed as to the resolution.

If you need to report a Network Fault, please ensure that you have the following information to hand:

- As much geographical detail of where the fault occurred, including a postcode where possible
- The frequency of the occurring fault
- The environment in which the fault occurred
- Estimates of how many users are affected



Network faults must be reported to the Customer Service Team in the first instance. Once a fault is logged and a case reference number has been issued, faults can be escalated as appropriate.

Incident Management and Service Restoration Process

O2 operates a robust and proven approach to managing and resolving incidents that may arise on its network. Incident Management is the process of identifying and resolving network and service incidents. It is a critical process within our business because of the potential impacts that incidents may have on our customers. The following describes O2's internal processes with respect to incident and service restoration management.

Our incident management process has a tiered-priority system, which allocates each incident a priority depending on its impact upon our customers and the urgency with which service must to be restored. Each priority has an internal service level associated with it which defines the time in which normal service should be restored. All incidents are assigned one of the following classifications: Critical, High, Medium or Low.

The incident classification is based on two assessments:

Impact: An assessment of the actual or potential negative effect of an incident on our customers, service or brand - Extensive, Significant, Moderate, Minor

Urgency: An assessment of the actual or risk of service degradation caused by an incident to our customers, Service or brand - Critical, High, Medium, Low

Examples of the definitions used to determine the classification of any specific incident are as detailed below;

Incident Classification	Definition
Critical	<p>Loss, or partial loss, of service which has a substantial impact and effect on many thousands of customers</p> <p>Total loss of any key O2 UK operational site/s and critical equipment</p> <p>Significant threat or risk to the O2 brand or reputation because of outage</p> <p>Significant loss or risk to revenue</p>
High	<p>Loss, or partial loss, of service which has a substantial impact and effect on thousands of customers</p>



	<p>Loss of critical cell sites of strategic importance, e.g. airports, key business centres and ports of entry to the UK (P1 cells)</p> <p>Loss of internal systems affecting the ability of O2 UK employees to do business</p> <p>Loss of internal systems affecting the ability O2 UK employees/third parties to monitor parts of the network</p> <p>Total loss of the ability to connect or change customer profiles (or delays affecting more than 500 customers)</p> <p>Potential threat or risk to the O2 brand (caused by extended outage)</p> <p>Loss or potential loss of revenue above a set limit</p> <p>Security or data protection breach.</p>
Medium	<p>Loss or partial loss of service which has a major impact and affects hundreds of customers</p> <p>Loss of internal systems that does not immediately affect the ability of O2 UK employees to do business, nor impair their ability to monitor parts of the network</p> <p>Partial loss of the ability to connect or change customer profiles (or delays affecting less than 500 customers)</p>
Low	<p>Loss, partial loss, or restriction of service that affects a limited number of customers</p> <p>Low priority cellular problems or restriction of service</p> <p>Temporary delay of billing data</p> <p>Partial loss of internal systems, not affecting the ability to do business</p> <p>All 'requests'</p>

O2 internal target restoration times:

Incident Classification	Internal Restoration Target			
	Critical urgency	High urgency	Medium urgency	Low urgency
Extensive impact	CRITICAL 2 hours (24/7)	CRITICAL 4 hours (24/7)	HIGH 4 hours (24/7)	MEDIUM 9 hours (Business hours)
Significant impact	CRITICAL 4 hours (24/7)	HIGH 4 hours (24/7)	MEDIUM 9 hours (Business hours)	MEDIUM 45 hours (Business hours)
Moderate impact	HIGH 4 hours (24/7)	MEDIUM 9 hours (Business hours)	MEDIUM 45 hours (Business hours)	LOW 90 hours (Business hours)
Minor impact	MEDIUM 9 hours (Business hours)	MEDIUM 45 hours (Business hours)	LOW 90 hours (Business hours)	LOW 90 hours (Business hours)

Business Hours is 09:00 to 17:00 hours (exc. Public and Bank Holidays)

Incident management process definitions:

Incident Classification: the priority assigned to the incident based on the impact upon our customers and the urgency with which service should be restored.

Internal Restoration target: Target time for restoration of service to customers:

7. Disconnection of Service



If a SIM card is no longer required, O2 recommends that you first consider reallocation of that SIM Card and Device within your organisation. However, if you wish to disconnect a SIM Card please inform your Customer Service team by email. Termination Fees may be charged in line with your Agreement.

8. Invoicing

All invoices from the past 18 months are available within My O2 Business and can be download or emailed. Airtime invoices are produced on a monthly basis in line with your invoice date. Equipment invoices are produced on a 'per order' basis.

Any applicable discounts will be applied as set out in your Agreement.

Payments can be made by:

- BACS
- Direct Debit
- Cash / cheque

To prevent any delays, please ensure your BACS payment is transmitted and quotes our details as follows:-



An accompanying remittance must be sent to **Telefonica UK Limited, BACS Duty, Arlington Business Centre, Millshaw Park Lane, Leeds, LS11 ONE** or emailed to remittance@o2.com.

If payments are not received in accordance with the terms of your Agreement, then collection procedures will be invoked.

9. Billing Management Information

Billing Management reports are available online via 'My O2 Business'. To get signed up to My O2 Business, where you can also manage your account and raise change requests, speak to your usual O2 business contact.

Any additional reporting requirements should be discussed and agreed with your Client Manager (charges may apply).

10. Mobile Delivery Exclusions



Mobile Equipment delivery by registered carrier KPI will not include the following areas:

Postcodes	Delivery Times
Scottish & Scottish Isles IV3-11, 14-20, 22-28 40-49, 51-56, 63; KA27-28; KW1-14; PA28-43, 45-88; PH30-40, 49, 50	Two to three working days.
Isle of Man IM1-9	Two to three working days.
Channels Islands GY1-9, JE1-4	Two to three working days.
Scottish & Scottish Isles: HS1-9; IV21; KW15-17; PA44; PH41-44, ZE1-3	Three to Four working days.



**ATTACHMENT 3 TO ANNEX 1
MONTHLY SERVICE LEVEL REPORTS**

ANNEX 2 CARBON FOOTPRINT

1.1 ENVIRONMENTAL CONTEXT

TfL is committed to continue being the strong green heartbeat of London and fully supports the Mayor of London's aims to make London one of the greenest cities in the world.

TfL's key environmental commitments are set out in its 'Corporate Environmental Plan'. These include:

- contributing to achieve the Mayor's target of a net-zero carbon by 2030;
- achieving zero-carbon emissions across our operations and head office buildings by 2030;
- supporting a circular economy which prevents waste and re-uses waste to achieve the Mayor's target to become a zero waste city by 2053; and
- deliver activities responsibly and being a good neighbour.

The Supplier is required to demonstrate how they shall respect and deliver on the principles outlined within the 'Corporate Environmental Plan' and other associated strategies such as the Mayor of London's 'Transport and Environment Strategies' when supplying products and services to TfL.

1.2 WHOLE LIFE IMPACT MANAGEMENT

The Supplier shall maximise the sustainable performance of their activities (including through their supply chain) and minimise whole life impact (e.g. both embodied carbon and carbon emissions).

The Supplier shall strive to lower the whole life environmental and financial cost of the Agreement by investigating, and where practicable implementing, innovative sustainable design and manufacturing solutions.

The Supplier shall work with third party suppliers and contractors within their supply chain to lower the whole life environmental impact associated with products and services supplied from third parties.

The Supplier and its supply chain shall for example;

- use principles that consider the longer-term design life of items supplied and offer solutions that remain state of the art;
- use designs, systems, and practices that shall reduce energy and fossil fuels used to manufacture items;
- design systems for manufacturing methods that minimise water use during the production of items supplied;
- design systems for manufacturing methods that minimise use of virgin raw materials during the production of items supplied;
- adapt processes that utilise end of life items generated within the contract within the manufacture of new products in a circular method; and
- implement such environment hierarchies as the 'Carbon Reduction Hierarchy', the 'Energy Hierarchy' and the 'Waste Management Hierarchy'.

The Supplier shall implement circular economy business models over traditional systems, as far as reasonably practicable. The Supplier shall discuss with TfL how they shall utilise circular economy models to design out and manage waste.

The Supplier shall identify, assesses, and utilise transport opportunities that shall reduce vehicle mileage and associated carbon / air quality emissions. These may include, but are not limited to, delivery by rail, river, E-cargo bike etc. or the consolidation of loads. To

minimise air quality impacts the Supplier shall deliver the Services using zero emission vehicles wherever feasible.

**ANNEX 3
BCDR PLAN**



Business Continuity FAQ

June 2023

To assist our customers and other interested parties in understanding our approach to Business Continuity Management, we have produced a summary of our Business Continuity program supported by a selection of frequently asked questions.

VMO2 Business Continuity and ISO 22301

Virgin Media O2 Business (VMO2) works in accordance with the principles of ISO 22301 for its Business Continuity Management System and associated processes, and intends to achieve certification for its Business & Wholesale customers. The following provides context:

Prior to forming a joint venture in 2021, Telefónica UK Limited held ISO 22301 third-party certification, and this remains in place today. The activities of Virgin Media Business Limited were not certified, and this remains the case today.

However, the organisation is in the process of extending the formally certified management system to reflect the wider set of Business & Wholesale customers. As such, the internal framework now operates over this enhanced scope and includes the following elements:

- Business Continuity Policy
- Senior Business Continuity Forum (management review)
- Business Continuity Champions providing local support
- Business Impact Assessment process
- Business Continuity Planning process
- Response testing
- Monitoring and internal audit

The accountable team has two relevant objectives – to maintain the current Telefónica UK Limited-scoped certification, and to achieve the extension of certification to all Virgin Media Business Limited and VMO2 Business & Wholesale customers by the end of 2024.

Our Business Continuity program

Our Business Continuity program captures the processes and arrangements that we will follow to ensure continuity of the business processes and operations which support our Services following any disruption, and the recovery of the Services in the event of a disaster. We are committed to ensuring that our customers have the very best experience when using our Services, so to ensure the resilience and to meet legal and regulatory requirements, we maintain a Business Continuity Management System that covers our infrastructure, systems, applications and people. Our Business Continuity program encompasses for all our mobile undertakings is certified to the international standard ISO 22301 (Business Continuity Management Systems – Requirements).

The Business Continuity team is supplemented by a network of Business Continuity Champions working in all areas of the organisation whose role is to ensure that our Business Continuity documentation is accurate, up to date and complete, and that Business Continuity plan exercises and post exercise reviews are completed at scheduled intervals. Governance is provided by a quarterly director-level Business Continuity forum with representation from all areas of the business. Internal and external audits are held throughout the year to confirm compliance with the requirements of ISO 22301.

Ref	Key elements of our approach
1.	VMO2 has a Business Continuity Policy that governs the requirements of the BCMS. The Policy is reviewed once annually or following significant changes to ensure it continues to remain appropriate for the needs of our customers and the organisation.
2.	VMO2's Business Continuity Manager is responsible for the governance of the BCMS.
3.	VMO2 have a Business Continuity Management Framework document that aligns with the requirements of ISO 22301 and uses exercise guidance from the Business Continuity Institutes Good Practice Guidelines. This document includes all the processes and procedures for the BCMS, including monitoring, measurement, analysis and evaluation of the BCMS so continuous improvements can be made.
4.	All functions have completed a Business Impact Analysis in order to identify and prioritise the business processes required to support our products and services. The Maximum Tolerable Period of Disruption and Recovery Time Objective has been identified for each business process and a Recovery Point Objective identified for key applications.
5.	VMO2 have a Enterprise Risk team who are responsible for governing the risk management programme. This programme includes risks to service continuity. Group Risk have established a Risk Management Policy and provide Risk Assessment Guidance and training for Risk Champions across the business.
6.	VMO2 have clearly defined Security Operations Centre processes with clearly defined alerts and escalations. Among other tasks, this highly skilled team investigates potential threats, monitors security events and escalates incidents where necessary.
7.	VMO2 have a Major Incident Management team who manage all major and critical service outages. This team has documented, incident management processes and procedures in place for managing disruptions, including clearly defined fault prioritisation criteria so incidents can be rapidly escalated where appropriate.
8.	VMO2 have a Crisis Management Team with mature, documented, processes for responding to a crisis. Team members have been trained and crisis management exercises completed.
9.	The Major Incident and Crisis Management teams maintain a crisis communication tool for communicating with dedicated contact groups during an event. This tool enables communications by email, SMS and voice call to ensure a rapid response.

10.	VMO2 have a Problem Management team who investigate root causes of incidents (where appropriate) and follow up remediation actions with relevant functions in order to prevent incident reoccurrence and reduce frequency of disruptions.
11.	VMO2 have a Capacity Management team who provide a holistic view of the capacity and utilisation of networks. This team produce, maintain and evolve capacity utilisation reports. Any potential issues are investigated with relevant business units and resolution achieved.
12.	<p>VMO2 have a Change Management team who govern the change management programme. This team maintain a Change Management Policy and processes to ensure changes to technical infrastructure (network, hardware and software) are controlled.</p> <p>When a change is raised, a risk assessment is completed by the change owner to assess the likelihood and impact on the quality and availability of services. Stakeholders are notified and in order for the change request to be approved, all stakeholders must authorise the change.</p>
13.	All functions have a Business Continuity Plan for maintaining business processes that support the delivery of our products & services. Business Continuity Plans are, as a minimum, reviewed once annually or following significant changes and approved by the relevant management team.
14.	Business Continuity Plans are exercised and tested according to a defined schedule. Methods include table top exercises, simulation exercises, work area recovery tests and remote working tests.
15.	All functions have an allocated Business Continuity Champion to ensure the business continuity documents are maintained and validated in accordance with the Business Continuity Management processes.
16.	In accordance with ISO 20000, to ensure services continue to meet or exceed the service levels agreed with the customer, VMO2 continually monitor, and report measured service availability against target levels of availability so performance can be evaluated, and any issues addressed.
17.	VMO2 implements supplier due diligence when investigating potential 3rd party contracts. In addition, Legal ensure third party contractual requirements include clauses requiring the adherence to VMO2's Security Compliance Policy and applicable processes and procedures, including the use of Business Continuity Management practices.

Business Continuity Strategy & Governance

Who is responsible for Business Continuity governance and strategy?

As described above, we have a quarterly governance forum chaired by the Director of Security, with representation from all areas of the business.

Do you have a Business Continuity Policy which is documented, updated and communicated to all relevant stakeholders?

Yes, we have a Business Continuity policy which dictates the strategic direction of our Business Continuity program and ensures support for the program is mandated for the entire organisation. This is reviewed annually or at the point of significant organisational change as a minimum and subject to external audit for suitability.

Are your Business Continuity activities pre-planned and scheduled?

All of our Business Continuity activities are carried out according to a planned schedule including Business Impact Analysis and Business Continuity Plan creation and review, exercise, training, awareness activities etc. All documentation is subject to an annual review at minimum, or at any point of significant organisational change.

Documentation, Roles and Responsibilities

What Business Continuity Documentation does VMO2 hold?

All areas of the business undertake a Business Impact Analysis, which documents all of our business processes, and the resources required to carry them out in terms of people, IT systems, facilities, and suppliers. Any logistics activities are also considered where required. The analysis incorporates a risk-based priority assessment of the processes, and includes assessment of minimum Business Continuity objectives, maximum tolerable periods of disruption, recovery time and recovery point objectives, impact over time, downstream processes affected etc.

Our Business Continuity plans, which are formed following the completion of the BIA and are based on its outputs, list out all required resources and the strategies we will employ to maintain delivery of our products and services during any form of business disruption which may impact availability of these resources.

All Business Continuity exercises are fully documented and include a post exercise review incorporating recommendations for improvement.

Whilst these documents are commercially confidential, so we won't be able to share them with you, they are reviewed and exercised on a regular basis to ensure their completeness and efficacy.

Have roles and responsibilities been clearly defined and communicated?

Yes – roles and responsibilities are split into three areas as required by ISO 22301: before, during, and after disruption, and all requirements of those roles are clearly identified and communicated in our plans, policy, and awareness programs.

Are measures in place to ensure that staff understand their responsibilities for Business Continuity?

Business Continuity awareness is embedded in a number of different ways, and the most appropriate method of communication is selected dependant on the requirements for the particular individual. Our online eLearning platforms offer courses on Business Continuity and Organisational Resilience, to support our Business Continuity champions and other interest parties.

We also make use of our internal communications tool (Workplace), which has a dedicated Business Continuity group, and our network of Business Continuity champions ensure that Business Continuity is a discussion point on team meeting agendas throughout the organisation. Information on specific roles and responsibilities before, during, and after disruption is also available on our Business Continuity intranet sites.

Exercising

Does VMO2 conduct business recovery tests and exercises?

Yes, we have exercise objectives and schedule to ensure that all Business Continuity plans are exercised at planned intervals. A post exercise review is held, and documentation kept on continuing improvements recommendations and activities which result from each exercise. These are logged centrally and followed up to ensure that our plans remain effective and up to date with organisational changes.

Do you have plans to cater for long term reduction in staff (e.g. pandemic)?

Yes. All of our Business Continuity plans maintain a section for loss of people, which describes the actions to be taken per-process should fewer than the BAU number of employees be available to carry out their usual tasks. This does not require a separate plan for specific incidents, but instead allows us to manage our operations to ensure we meet our minimum Business Continuity objectives regardless of the type of business disruption.

Do you have work area recovery sites in place?

The vast majority of our employees can work effectively from home, or from a local office if their normal place of work is not available. We do maintain a small number of teams who are required either contractually or operationally to work from the VMO2 estate.

Do you have disaster recovery plans which allow you to recover quickly following any loss or failure of IT Systems?

All systems are assigned a class of service which governs the level of resilience, recovery and testing which are required, and are required to have a level of resilience ensuring service continuity commensurate with the criticality of the system. The requirements also set the standard for many other parameters for the system including backup, recovery time and recovery points objectives, geographical resilience, support hours, system up time, planned outage windows, system ownership and much else besides.

VMO2 are already creating a new Resilience Policy and a DR policy. The Resilience Policy will take a risk-based approach to assessing resiliency requirements of new and change systems. Resiliency will include High Availability/DR, %age Availability targets, RTO/RPO, other traditional DR related aspects but also service management levels for such as Change Management, Capacity Management, Monitoring, Ownership and others. These policies have been agreed by our Director of Security and work is underway to build the processes and tools.

Communications and awareness

Do you have dedicated teams to deal with incidents?

We have a number of dedicated and highly experienced incident and crisis management teams, who respond to technical, security and cyber incidents. The format of the response is dependant on the type and severity of the incident or crisis, and if required all personal up to and including our executive committee can be mobilised to quickly deal with business disruption of all types.

Is there a communication plan for stakeholders to be used when incidents occur?

Yes. Our Corporate Affairs team form an important part of any incident or crisis management response and maintain a detailed communications plan to ensure that all stakeholders are kept fully informed during the course of any incidents. Internally, we maintain multiple systems to ensure the availability of communications during disruption, and to allow for very fast mobilisation of our incident and crisis teams.

How do you raise awareness of Business Continuity across the business?

We use a number of different platforms in order to raise awareness of Business Continuity across our organisation. For example, Business Continuity awareness is included in our security handbook, which is a mandatory read for all staff at commencement of contract and annually thereafter. Business Continuity Champions participate in an internally delivered training course tailored to ensure that they are familiar with the subject, process and documentation, and all staff have access to courses on our e-learning platforms provided by the Business Continuity Institute on Business Continuity and organisational resilience. We supplement these methods of engagement with monthly Business Continuity forums and a dedicated Business Continuity Workplace group and intranet site, to spread the message as widely as possible across our business.

Third Party Providers

Do you ensure that your suppliers have suitable Business Continuity arrangements?

Yes. all supplier contracts contain requirements for Business Continuity planning, and suppliers who contribute to our core process and operations are subject to enhanced governance including regular reviews, performance management, and examination of Business Continuity arrangements.



**TRANSPORT FOR LONDON
and
TELEFONICA UK LIMITED**

**Agreement for the provision of
Mobile Services Lot 2
Schedule 3.2
Commercially Sensitive Information**

Transport for London
14 Pier Walk
London
SE10 0ES

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2. COMMERCIALY SENSITIVE INFORMATION 3

1. **INTRODUCTION**

This Schedule sets out a description of the Commercially Sensitive Information of the Supplier, in respect of which TfL is subject to the obligations described in Clause 18.8 (*TfL Obligation of Confidentiality*).

2. **COMMERCIALLY SENSITIVE INFORMATION**

No.	Date	Item(s)	Duration of Confidentiality
		The Charges set out in Schedule 5.1.	



TRANSPORT FOR LONDON
and
TELEFONICA UK LIMITED

Agreement for the provision of
Mobile Services Lot 2
Schedule 3.3
Sub-contracting

Transport for London
14 Pier Walk
London
SE10 0ES

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1. INTRODUCTION

- 1.1 In accordance with Clauses 14.1 (*Appointment of Key Sub-contractors*) to 14.3 (*Key Sub-contracts*), the Supplier is obliged to notify TfL of the appointment of Key Sub-contractors and other material Sub-contractors involved in the provision of the Services (which are not Key Sub-contractors) and to obtain TfL's consent in certain circumstances.
- 1.2 The Key Sub-contractors and other material Sub-contractors identified as at the Effective Date are set out in the tables below.
- 1.3 The Supplier shall update this Schedule from time to time in accordance with Clause 14 (*Supply Chain Rights and Protections*).

2. KEY SUB-CONTRACTORS

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Key Sub-contract price expressed as a percentage of total projected Charges over the Initial Term	Key role in delivery of the Services	Waivers to Key Sub-contract provisions set out in Clause 14.4 (Terms of Key Sub-contracts)
N/A	N/A	N/A	N/A	N/A

3. OTHER MATERIAL SUB-CONTRACTORS

Other material Sub-contractors name and address (if not the same as the registered office)	Registered office and company number	Key role in delivery of the Services
Capita	124 - 128 City Road, London, England, EC1V 2NX	Managing customer account data for service implementation and in-life account queries
Telefónica Tech	Pl. 2ª Ronda de la comunicación s/n 28050 Madrid	Maintaining the charging platforms SIM Card fulfilment



**TRANSPORT FOR LONDON
and
TELEFONICA UK LIMITED**

**Agreement for the provision of
Mobile Services Lot 2
Schedule 4
Transition**

Transport for London
14 Pier Walk
London
SE10 0ES

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1. INTRODUCTION

1.1 The objectives of this Schedule 4 are to:

- 1.1.1 achieve a smooth handover of responsibility from the Former Supplier(s) to the Supplier on the Service Commencement Date;
- 1.1.2 minimise any disruption to TfL during Transition;
- 1.1.3 ensure that there is no degradation to the services provided by the Former Supplier(s) during the Transition period and that at all times the Services continue to be delivered in accordance with this Agreement;
- 1.1.4 ensure that Transition is delivered in a way that demonstrates value for money;
- 1.1.5 ensure the timely development and agreement of the Transition Plan, and the Supplier's compliance with those plans;
- 1.1.6 ensure that effective business controls are implemented by the Supplier to manage risks during Transition;
- 1.1.7 ensure that Transition activities are effectively monitored and reported;
- 1.1.8 ensure effective communications between all parties involved in Transition; and
- 1.1.9 ensure that TfL is fully aware of the Supplier's Transition approach and activities at all times throughout the Transition period,

(each such objective being a "**TfL Objective**").

PART A
TRANSITION PHASES, PLANS AND MILESTONES

1. TRANSITION PLAN AND PHASES

- 1.1 The Project for Transition comprises the following workstreams:
- 1.1.1 the detailed design workstream, during which the Supplier:
- (A) mobilises its Transition team, programme resources, and governance arrangements in accordance with the Transition Plan;
 - (B) conducts the detailed preparation works for Transition; and
 - (C) carries out detailed design and planning work for the on-going support of the Services following the Service Commencement Date; and
- 1.1.2 the delivery workstream, during which the Supplier undertakes the Transition activities in accordance with the Transition Plan and manages the handover from the Former Supplier(s) .
- 1.2 The Supplier shall ensure that the Transition Plan sets out all of the deliverables required for Transition.
- 1.3 Any changes to the Transition Plan shall be agreed with TfL. Changes to the Transition Plan shall be subject to agreement at the Service Review Meeting in accordance with Schedule 6.1 (*Governance*) provided that any changes which also involve a broader change to this Agreement may only be effected in accordance with the Variation Procedure.

2. MILESTONES

- 2.1 The Transition Milestones and associated Milestone Dates are set out in the Transition Plan and shall include the below Milestones in Paragraph 2.2 as a minimum.
- 2.2 The Milestone Dates included in the below table are indicative (the Supplier will nonetheless use all reasonable endeavours to reach these Milestone Dates) and are subject to change by written agreement between the Supplier and TfL.

Milestone Date	Milestone Name
T+12 Days	Tariff Build and Delivery
T+5 Days	Service Support Implementation
T+2 Days	M2M Migration Planning Workshop
T+3 Days	Data Link/APN Validation
T+14 Days	M2M Migration Pilot (suggestion of 50 pilot numbers to be migrated)
T+45 Days	M2M Bulk Migration Phases (suggested grouping of 4,000, 45 days per bulk migration of 4,000 numbers)
N/A	Lot 2 M2M Service Transition Complete (various, to be completed in line with existing contractual commitments)

For the avoidance of doubt, in the context of this Paragraph 2.2, "T" means the Effective Date.

- 2.3 Work in relation to the Milestones may be undertaken in parallel and the Milestones may be Achieved in any order provided that (unless otherwise agreed by TfL) the Service Pilot Complete Milestone may only be carried out following the Achievement of the other Milestones (excluding the Lot 2 M2M Service Transition Complete Milestone).
- 2.4 Connections under the 'Direct award Order Form entered into between TfL and the Supplier on or around 22 May 2023 with reference no. NS6/04052301 in respect of the provision of network services (the "**Tactical Agreement**") shall, upon TfL's written request, be migrated to this Agreement following the expiry of the relevant minimum term for each connection in accordance with the terms of the Tactical Agreement.
- 2.5 For the avoidance of doubt, TfL will not be liable for any duplicate charges under this Agreement in respect of any connections charged under the Tactical Agreement.

PART B TRANSITION

1. TRANSITION OBJECTIVES

The objectives of Transition are:

- 1.1 to transfer the responsibility for the delivery of services provided by the Former Supplier(s) to the Supplier without disruption to the Service Recipients or TfL; and
- 1.2 to put in place arrangements to deliver the Services in accordance with this Agreement.

2. GOVERNANCE

The status and Achievement of each Milestone shall be subject to the Service Review Meeting in accordance with Schedule 6.1 (*Governance*).

3. TRANSITION PRINCIPLES

- 3.1 The Supplier shall appoint a dedicated manager for Transition as identified in Paragraph 7 (*Transition Support*) of Schedule 2A (*Services*).
- 3.2 The Supplier shall deliver Transition in accordance with the Transition Plan.
- 3.3 Without prejudice to other provisions of this Agreement, the Supplier shall co-operate with the Former Supplier(s) in an effective and timely manner to deliver Transition.
- 3.4 The Supplier shall carry out its Transition activities in such a way that:
 - 3.4.1 the Transition activities do not adversely affect the services being delivered by the Former Supplier(s);
 - 3.4.2 the Transition activities do not adversely impact the ability of the Former Supplier(s) to deliver their contracted performance levels throughout Transition; and
 - 3.4.3 TfL and the Former Supplier(s) are kept informed of Transition progress and the status of Transition and management of risks.
- 3.5 The Supplier shall maintain sufficient contingency measures to mitigate against known risks to the Transition activities.

4. OUTLINE TRANSITION PLAN

- 4.1 The Outline Transition Plan is set out in Annex 1 (*Outline Transition Plan*) and includes:
 - 4.1.1 the Milestones and associated Milestone Dates;
 - 4.1.2 details of the Transition approach including key activities and deliverables for each Milestone;
 - 4.1.3 the dependencies with regard to Transition;
 - 4.1.4 known risks associated with Transition; and
 - 4.1.5 the approach to the testing and assurance of tools, interfaces, and such processes as are to be used following Transition.

5. APPROVAL OF THE DETAILED TRANSITION PLAN

- 5.1 The Supplier shall within ten (10) Working Days of the Effective Date submit to TfL a draft Detailed Transition Plan which shall be consistent with and expand on the Outline Transition Plan.
- 5.2 The Supplier shall ensure that the draft Detailed Transition Plan:
 - 5.2.1 incorporates all of the Milestones and Milestone Dates set out in the Outline Transition Plan;
 - 5.2.2 includes (as a minimum) the details identified for the Transition Plan in Paragraph 7 (*Transition Support*) of Schedule 2A (*Services*);

- 5.2.3 clearly outlines the steps to achieve a successful Transition;
 - 5.2.4 reflects the dependencies associated with Transition (and unless otherwise agreed by the Parties in writing, such dependencies shall be as set out in the Outline Transition Plan and shall not include any additional dependencies);
 - 5.2.5 describes the resourcing requirements including the individual roles and responsibilities of TfL Personnel, Supplier Personnel, employees of the Former Supplier(s), and employees of relevant Other Suppliers; and
 - 5.2.6 identifies known risks to the Transition.
- 5.3 Prior to the submission of the draft Detailed Transition Plan to TfL the Supplier shall, upon TfL's request, provide a copy to TfL of any documentation produced by the Supplier in relation to the development of the draft Detailed Transition Plan, including:
- 5.3.1 details of the Supplier's intended approach to the Detailed Transition Plan and its development; and
 - 5.3.2 any other work in progress in relation to the Detailed Transition Plan.
- 5.4 TfL and the Supplier shall each use reasonable endeavours to finalise the Detailed Transition Plan within twenty (20) Working Days (or such other period as agreed between the Parties in writing) from the Effective Date. If the Parties do not finalise the Detailed Transition Plan within that time period, either Party may refer the matter as a Dispute for resolution in accordance with the Dispute Resolution Procedure.
- 5.5 Without prejudice to other provisions of this Agreement, the detailed Transition planning shall be carried out in accordance with the Outline Transition Plan, including the Milestones therein.
- 5.6 If TfL Approves the draft Detailed Transition Plan (such Approval not to be unreasonably withheld or delayed), the Detailed Transition Plan shall replace the Outline Transition Plan from the date of TfL's notice of Approval.
- 5.7 The Supplier shall monitor and report on progress against the Detailed Transition Plan to TfL on a near real-time basis during Transition as transitions across the estate are activated and relevant Services commenced.

6. **AUTHORITY TO PROCEED WITH SERVICE COMMENCEMENT**

- 6.1 The Supplier shall assure TfL that it has adequately prepared for the take on of the Services prior to the Service Commencement Date by evaluating the Achievement of the Milestones set out in the Transition Plan. In relation to each Transition Milestone the Supplier shall demonstrate to TfL's reasonable satisfaction that the Supplier has:
- 6.1.1 carried out the activities set out in the Transition Plan; and
 - 6.1.2 delivered the outputs required in accordance with the Transition Plan.
- 6.2 Where the Supplier considers a Milestone has been Achieved, it shall notify TfL in writing together with supporting evidence. If TfL agrees that the Milestone has been Achieved, it shall confirm the same in writing to the Supplier.
- 6.3 When the Supplier has demonstrated to TfL that it has Achieved all the Milestones, TfL shall confirm the same in writing to the Supplier. TfL may elect to provide such confirmation notwithstanding the fact that one or more Milestones have not been fully met in which case the Supplier shall promptly remedy the outstanding issues in relation to such Milestone(s) following the Service Commencement Date (and in accordance with any agreed remedial plan).
- 6.4 The Supplier shall (and may only) commence the provision of the Services on the Service Commencement Date.

ANNEX 1 OUTLINE TRANSITION PLAN

The Outline Transition Plan agreed between the Parties as at the Effective Date is embedded below. The Detailed Transition Plan shall be agreed between the Parties in accordance with this Schedule 4.

To provide further clarity to TfL in regard to our approach to transition, the Outline Transition Plan set out below details the milestones, activities, and relative deliverables for the transition of the M2M estate.

TRANSITION SUPPORT

6.1 Transition Support

The Supplier is fully compliant with TfL's requirements for M2M Transition.

The Supplier's approach is to drive consistency and predictability across all its solution offerings and enable projects to be delivered to a best practice standard in a controlled and governed environment. The Supplier will allocate a PRINCE2 accredited Project Manager who will be responsible for successful delivery of the Services. The Project Manager will produce a project plan that includes an agreed number of project management days as part of the Services. Utilising this approach ensures robust quality control and continual monitoring of the risks, issues, dependencies, and plans. This assures that transition and deployment meet the agreed design goals and that requirements are delivered to the desired time, costs and quality levels.

MS-056 Transition Management

Traditionally when considering M2M solution deployment, is very rare for organisations to transition devices between mobile networks. In most cases, this requires a physical SIM swap for typically embedded SIMs and potentially disruptive downtime. With the emergence of e-sim technology this will potentially be avoidable however as incumbent to TfL the Supplier understands that all the M2M SIM's currently deployed are physical SIMS's. The process below details how transitioning e-SIM's would be managed using Subscription Manager platform (s).

If organisations are going to move to a new mobile network provider for example, when devices need to be replaced a project will be established that considers all aspects of delivering the transition:

- Commercial considerations
- Technical considerations e.g., new APN infrastructure
- Service and support considerations e.g., existing operational processes and disruption to live service.
- Identify third-party expectations/establish roles and responsibilities to support migration.

MS-057 Transition Manager

One of the major factors influencing the Supplier's ability to deliver world-class service is how it understands, plans, and implements new mobile services in line with changing customer requirements. The Supplier will align a highly experienced Delivery Management Team whose key role is to ensure TfL benefit from a smooth transition.

To successfully transition a large scale M2M base of this scale and complexity (30,000 disparate M2M SIMs deeply embedded in TfL infrastructure), based on experience gathered from previous migrations of this size we would assign as a minimum:

- 1.5 x Delivery Managers
- 1.5 x Office Based Implementation Specialist (OBIS)

They will have overall responsibility for the successful delivery of the project and will be assigned within 10 days of a contract being signed.

The Supplier's Delivery Manager will hold an initial welcome call to discuss transition, communication plans and any concerns/question TfL may have, typically this would be with the various business owners across TfL who use/own the various M2M services (e.g. iBUS, Ticketing).

Before migration, the Supplier will analyse:

- How TfL devices are used
- Location of devices
- Success criteria
- The levels of security required
- Identification of TfL Third Parties and nominated contacts

The Delivery Manager will then schedule and hold regular weekly calls, providing updates using a project log and, working through the Transition Plan. The OBIS will carry out all the tariff transfers daily once all migration dates are agreed.

Please note as TfL's incumbent M2M the vast majority of TfL's M2M service migration will be a billing/tariff migration. New SIM cards and number porting will not be required as part of a tariff migration.

Please note there is one service which the Supplier is not the incumbent for, the Countdown Service. MS-059 below outlines how the Supplier would approach migration of this service, should TfL elect to adopt this optional service.

MS-058 Transition Plan

This example Transition Plan describes the controls to be used including confirmation of objectives and scope, factors impacting the duration of the transition, risk and issue management, proposed transition milestones, proposed communications plan, dependencies, and escalation procedures.

The Supplier proposes 1,000 migrations a day. Based on the Supplier's extensive experience in transition and deployment it recommends this as an optimum number to minimise risk and deploy in a quality manner. However, the Supplier can adapt this approach based on further discussions to align with TfL's own timelines and operational requirements.

The Supplier will update the plan as required throughout the process, dependent upon TfL requirements, and will maintain and share this regularly, in weekly project meetings and on an ad-hoc basis if changes happen between meetings with TfL.

Prior to migration we will:

- Run a full database of all 30,000 M2M SIMs
- Work with TfL to ensure the database is up to date – agree any connections not in scope, e.g. devices being decommissioned
- Tariff mapping will be completed by VMO2 at each weekly phase of the bulk migration (day 27 in the plan)
- Agree dates with the customer for tariff changes in the Migration Planning Workshop (day 13 in the plan)

See below for a typical overview of the key tasks for a M2M deployment, with associated days;

Task Name	Days
TFL Migration Plan Total Days	108 days
Contractual activities	52 days
Migration Planning Workshop	1 day
Private APN delivery	27 days
APN Testing and commissioning	2 Days
Account setup, billing and reporting	6 Days
Solution delivery, testing and signoff	19 days
Handover and Project Closure	14 days

Table 22: Transition Tasks and Days

MS-059 Transition Plan Details

This transition is predominantly a tariff transfer, with very little disruption or downtime.

A detailed example M2M Transition Plan is included within Appendix 14 of our tender response, however, some typical M2M deployment activities are set out below;

- Typical tasks, timelines and activities are all detailed in the plan
- Security Arrangements, captured at solution design stage and detailed in the final plan
- Platform Training
- User Acceptance Testing

Testing Approach

- Identify 50 numbers for the pilot phase (typically devices in a test bed or safe environment)
- Tariff Map pilot numbers to correct tariff's
- Tariff changed on agreed date
- Run ABS reports post migration to ensure all services have moved across
- Review and sign off Pilot Phase

Once the testing tariffs have been completed and we confirm no issues have arisen, the Supplier will then start the roll out of the full migration in line with the transition plan.

Batch contents/sizes, delivery locations, delivery contacts, labelling and configuration.

The Supplier advises that we aim to complete 1,000 tariff migrations a day. It recommends carrying out migrations Monday-Thursday thus avoiding any potential downtime over a weekend.

The Supplier will work with TfL to determine the right volume per day to process for TfL's business needs. For the vast majority of connections there are no items to be delivered, but should TfL need any SIMs ordering, the Supplier can ship SIMs to required locations using our agreed order fulfilment process.

For the countdown service the Supplier will work with TfL to establish where sims need to be despatched to in line with the desired swap out process detailed below.

Communications plan

Due to the size of the migration, the Supplier will communicate with TfL's key contacts, advising of the migration dates, and instructions for what to expect/do on the day.

Please note where required the Supplier will liaise with TfL's third parties, for example, Cubic to agree tariff transfer processes to ensure it has comprehensive plan in place and have identified any key risks/mitigation activities.

Risks and mitigations

The Supplier anticipates the level of transition risk with VMO2 as extremely low. For the majority of Services the Supplier will not be carrying out any physical SIM swap outs. It recognises that tariff changes on deeply embedded devices does have a level of risk. For example, following a tariff change, should a re-start be needed on a SIM embedded in a ticketing machine or iBUS then this could be a time consuming and difficult process.

The Supplier recognises this is a concern for TfL and was something we mitigated in a previous tariff change for TfL and offered a zero-risk Transition Plan.

Taking this approach, the Supplier would avoid a tariff change by offering a commercial offset credit mechanism. In essence, the tariff and package plan are left as is. In the background, a commercial adjustment is then made to offer TfL any commercial benefits associated with the tariff change. This can be done in the form of a credit or invoice adjustment.

Transition of the Countdown Service

The Supplier is not the current incumbent supplier for the Mobile Data SIMs used in the TfL countdown service. As such, these would need to be migrated to the VMO2 network if TfL elects to adopt this optional service. These SIMs would require a physical SIM swap out. Based on the Supplier's experience of M2M SIM transition and from working with TfL, it has included three potential approaches. The Supplier would align with TfL to ensure the most appropriate transition approach is undertaken.

Option A: Establish a dedicated project team responsible for visiting each location on a pre-planned basis to carry out a SIM swap at each location. TfL could utilise their own engineers or our skilled VMO2 field technicians.

If TfL utilise the Supplier's in-house experts, its engineers would be fully trained in the required process and a series of test locations identified so that a pre-deployment trial can be conducted. The Supplier would ensure that our test batch of Countdown migrated and tested in a safe environment for example, TfL office or our labs. Once approach has been validated, it would complete the migration as per the agreed plan ensuring full Health & Safety guidelines and TfL specified requirements are delivered against.

If TfL engineers are used to support the migration, the Supplier would work this team to ensure SIMs are delivered on a pre-planned schedule to specified TfL locations.

Option B: The Supplier can provide SIMs to TfL specified contractors and align replacement to TfL activities for example, Bus Stop maintenance, cleaning duties or bush shelter repairs etc. These contractors would be trained by either the Supplier or TfL in the process of safely and compliantly swapping out SIMs.

Option C: The Supplier could adopt a phased approach and align SIM migration to TfL's asset replacement programme or in situ repairs of Countdown Units. SIMs can be provided to the manufacturer and inserted prior to deployment or given to the manufacturers' repair teams for insertion on a field visit.

Please note this is the current approach successfully taken for ULEZ cameras.

From experience of similar deployments and experience working with TfL, the Supplier would propose Option C as the most cost-effective solution however, the choice would be down to TfL if it elects to take this service.

MS-060 Transition Updates

The Supplier will update the Transition Plan as required throughout the process, dependent upon TfL requirements, and will maintain and share the plan regularly, in weekly project meetings and on an ad-hoc basis if changes happen between meetings with TfL.

Outline Transition Plan

The Outline Transition Plan agreed between the Parties as at the Effective Date is captured below. This provides further details on milestones, key activities, and deliverables for Transition of the M2M estate.

The Detailed Transition Plan shall be agreed between the Parties in accordance with this Schedule 4.

1. Service Support Implementation

a) Key Activities

- Handover of new contract to service.
- Profile updated with new contract information.
- SDM to update monthly service packs to reflect reporting.
- Update of service charter where required.
- TfL to sign off.

b) Deliverables

- Service reporting pack updated and issued to TfL.
- Monthly service review meetings to re-commence under new, agreed format.

2. Project Test Phase

a) Key Activities

- Agree process to be used to capture and record test results and the categorisation of test issues.
- Agree high-level identification of the resources required for testing, including facilities, infrastructure, personnel and buyer and/or third-party involvement in the conduct of the tests.
- Agree the procedure to be followed to sign off each test.
- Agree process for the production and maintenance of test reports, including templates for the test reports and the test issue management log, and a sample plan for the resolution of test issues
- Agree the technical environments required to support the tests.
- Agree procedures for managing the configuration of test environments.

b) Deliverables

- VMO2 to provide an overview of how testing will be conducted in accordance with the implementation plan.

3. Transition Planning

- a) Key Activities
 - Assign Transition management support - 1.5 x Delivery Managers / 1.5 x Office Based Implementation Specialist (OBIS)
 - Engage with TfL stakeholders who own the various M2M services e.g. iBus, Ticketing etc.
 - Complete pre-migration checks including:
 - How the device is used
 - Location
 - Success criteria
 - Identification of third parties and nominated contacts.
 - Run a full database of all 30,000 M2M SIMs
 - Work with TfL to ensure the database is up to date – agree any connections not in scope, e.g. devices being decommissioned
 - Tariff mapping will be completed by VMO2 at each weekly phase of the bulk migration.

Please note as your incumbent M2M provider the vast majority of your M2M service migration will be a billing/tariff migration. New SIM cards and number porting will not be required as part of a tariff migration.

- b) Deliverables
 - Agree migration plan including dates for tariff changes in the migration planning workshop.
 - The Delivery Manager will schedule and hold regular weekly calls, providing updates using a project log and, working through the Transition Plan.
 - The OBIS will carry out all the tariff transfers daily once all migration dates are agreed.
 - Update the plan as required throughout the process, dependent upon TfL requirements, and will maintain and share this regularly, in weekly project meetings and on an ad-hoc basis if changes happen between meetings with TfL.

4. Service Pilot

- a) Key Activities
 - UK DICE SIMs
 - Testing approach
 - Identify 50 numbers for the pilot phase (typically devices in a test bed or safe environment).
 - Tariff map pilot numbers to correct tariff's.
 - Tariff changed on agreed date.
 - Global SIMs
 - Update of the commercial plan for test batch of SIMs, updating tariff to mitigate impact to live service.
- b) Deliverables
 - Review and sign off pilot phase.

Please note that once the testing tariffs have been completed and we collectively confirm no issues have arisen, we will then start the roll out of the full migration in line with the transition plan.



TRANSPORT FOR LONDON
and
TELEFONICA UK LIMITED

Agreement for the provision of
Mobile Services Lot 2
Schedule 5.1
Charges and Invoicing

Transport for London
14 Pier Walk
London
SE10 0ES

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1. INTRODUCTION

- 1.1 The purpose of this Schedule 5.1 is to set out provisions relating to the Charges payable by TfL to the Supplier including:
- 1.1.1 key charging principles;
 - 1.1.2 annual value for money review;
 - 1.1.3 a description of the Charges and the method of calculation of the Charges;
 - 1.1.4 the basis on which charges for Variations and Exit Assistance shall be calculated; and
 - 1.1.5 the invoicing and payment process.
- 1.2 The objectives of this Schedule 5.1 are to ensure that:
- 1.2.1 the Charges are calculated correctly and transparently;
 - 1.2.2 the Charges are appropriately adjusted to reflect volume and performance; and
 - 1.2.3 the Supplier is paid correctly in accordance with this Agreement,
- (each such objective being a "**TfL Objective**").

2. KEY CHARGING PRINCIPLES

- 2.1 Other than as expressly stated in this Agreement, the Supplier is not entitled to any form of payment in addition to, or any amendment to, the Charges, whether as a result of increased costs, expenses, risks or any other matter.
- 2.2 Any variation to the Charges shall only apply if agreed in writing in accordance with Schedule 6.2 (*Variation Procedure*).
- 2.3 All amounts payable by TfL pursuant to this Schedule 5.1 are subject to Clauses 9.6 and 9.7 (*Set-off and Withholding*).

Annual VfM Review

- 2.4 All Charges set out in this Schedule 5.1 shall be subject to an annual value for money review (the "**Annual VfM Review**") as follows:
- 2.4.1 two (2) calendar months prior to each anniversary of the Service Commencement Date, the Supplier shall:
 - (A) provide to TfL such evidence as is reasonably available, by written submission, to demonstrate that such Charges are comparable with the prevailing market;
 - (B) provide to TfL a proposed revised set of Charges which it considers (acting reasonably) bring them in line with the prevailing market;
 - 2.4.2 each Party shall negotiate in good faith to reach an agreement on or before the relevant anniversary of the Service Commencement Date on any changes to the Charges based on the evidence and/or proposed changes provided to TfL by the Supplier under Paragraph 2.4.1 which (if agreed between the Parties in writing) shall take effect on such anniversary of Service Commencement Date. Any adjustment to the Charges shall only result in a decrease in the Charges, not an increase;
 - 2.4.3 in the event that the Parties agree any revision to the Charges pursuant to Paragraph 2.4.2, the Supplier shall:
 - (A) adjust the Invoice for the period following the date of the relevant anniversary of the Service Commencement Date;
 - (B) if such agreement is reached after the relevant anniversary of the first Service Commencement Date, the revised Charges shall be backdated to such anniversary date and the Supplier shall issue an associated Credit Note; and
 - 2.4.4 if the Parties have not reached a written agreement within thirty (30) days of such anniversary of the Service Commencement Date, TfL may elect to commence a Benchmark Review in accordance with Schedule 5.2 (*Value for Money*).

3. CHARGES

3.1 TfL shall pay the Charges to the Supplier for all Services from the Service Commencement Date to the end of the Term for the Services and volumes consumed by TfL. The Charges shall consist of:

3.1.1 Airtime & SIMs Charges for the provision of the Mobile Airtime Service, comprised of:

- (A) a monthly charge for the supply of SIMs or eSIMs as applicable for each user or Supplier Device provided with the Mobile Airtime Service as identified in Table A.1 in Annex 1 (*Airtime & SIMs Charges*) of this Schedule 5.1 (for the avoidance of doubt, no charges shall apply to SIMs which are dormant);
- (B) a monthly charge for data based on one or more data bundles as selected by TfL from Table A.2 in Annex 1 (*Airtime & SIMs Charges*) of this Schedule 5.1; and
- (C) a monthly charge for any "out of bundle" consumption of Mobile Airtime Services where these are identified as additional charges in Table A.3, Table A.4, Table A.5 and Table A.6 in Annex 1 (*Airtime & SIMs Charges*) of this Schedule 5.1;

3.1.2 Catalogue Charges for the provisions of services ordered from the Catalogue, comprised of:

- (A) Data Link Charges comprised of an initial charge for installation, test and handover and a monthly charge for the ongoing provision of Data Links and APNs as identified in Table B.1 in Annex 2 (*Catalogue Charges*) of this Schedule 5.1;
- (B) Additional Service Charges comprised of the charges for any Additional Services consumed as identified in Table B.2 in Annex 2 (*Catalogue Charges*) of this Schedule 5.1; and
- (C) Device Supply Charges paid on a one-off basis per Supplier Device for the supply of Supplier Devices (with associated warranty) to TfL as identified in Table B.3 in Annex 2 (*Catalogue Charges*) of this Schedule 5.1;

3.1.3 Other Charges where these have been agreed between the Parties in accordance with the Variation Procedure, comprised of:

- (A) Solutions Charges for the provision of Solutions;
- (B) Professional Services Charges for the provision of any professional services; and
- (C) Coverage Uplift Charges for the provision of Coverage Uplift calculated by reference to the Table C.1 in Annex 3 (*Other Charges*) (where applicable) of this Schedule 5.1; and

3.1.4 Exit Assistance Charges where any Charges for Exit Assistance shall be limited to the Charges permitted in Paragraph 8 of Schedule 7 (*Exit Management*) and shall be calculated, where applicable, by reference to the Rate Card.

3.2 The Charges shall be payable in accordance with Paragraph 5.

3.3 The Supplier agrees that any Charges for time/labour agreed pursuant to the Variation Procedure shall be calculated by reference to the Rate Card.

3.4 If a SIM Card is lost or stolen, TfL shall notify the Supplier as soon as is practical, upon notification by the end user. TfL shall be responsible for any Charges incurred until the Supplier has received a request from TfL to suspend that SIM Card.

4. CATALOGUE AND ORDERING

4.1 The Catalogue shall include an appropriately detailed description of the products and services included in it, with complete and accurate details of pricing and lead times. Changes to the Catalogue are subject to the Variation Procedure except in relation to Supplier Devices in respect of which changes shall be notified to TfL reasonably in advance of such change and upon such change taking effect but are not subject to the Variation Procedure.

- 4.2 Services and products in the Catalogue may be ordered by TfL using the process agreed between the Parties from time to time and the Supplier shall ensure that prior to acting on an order the order has been authorised by TfL. No such orders shall require a Variation.

5. INVOICING

Raising Invoices

- 5.1 The Supplier shall be entitled to raise an Invoice in respect of any payment which is payable by TfL to the Supplier pursuant to this Agreement.
- 5.2 Except to the extent expressly set out otherwise further below or agreed otherwise via the Variation Procedure (e.g., with respect to Professional Services Charges), the Supplier shall invoice the usage Charges (i.e. the Mobile Call Charges within the UK under A.3 of Annex 1; the International Roaming Data Charges Outside of the Europe Zone under A.4 of Annex 1; the UK Outbound International Call Charges under A.5 of Annex 1; and the International Roaming Call Charges under A.6 of Annex 1) monthly in arrears and other Charges monthly in advance.
- 5.3 The Supplier shall submit all Invoices and address any Invoice queries to the named TfL personnel as notified by TfL to the Supplier from time to time at the address notified by TfL to the Supplier in accordance with Paragraph 5.6.
- 5.4 The Supplier shall raise Invoices against cost centres identified by TfL and notified to the Supplier as such from time to time. TfL shall be responsible for ensuring that the information is accurate, up to date and provided to the Supplier.

Format of Invoice

- 5.5 The Supplier shall ensure that each Invoice contains the following information:
- 5.5.1 the date of the Invoice;
 - 5.5.2 a unique Invoice number;
 - 5.5.3 the correct Agreement reference number;
 - 5.5.4 the purchase order number and Milestone reference to which it relates (if any);
 - 5.5.5 the dates between which the Services to which each of the Charges detailed on the Invoice relate were performed;
 - 5.5.6 the total Charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to TfL under the terms of this Agreement and, separately, any VAT or other sales tax payable in respect of the same;
 - 5.5.7 a brief description of the Services provided, and in the event of a Variation to the Services in accordance with this Agreement that involves the payment of additional Charges to the Supplier, the Supplier shall identify these separately on the relevant invoices;
 - 5.5.8 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries, if not the Supplier Representative;
 - 5.5.9 the bank account details for payments to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number); and
 - 5.5.10 all information required by TfL.
- 5.6 The Supplier shall submit all Invoices and supporting documentation in the following format:
- 5.6.1 PDF Invoices via email to following email address: Invoices@tfl.gov.uk and shall ensure that each PDF Invoice has a unique file reference and is a separate PDF file; or
 - 5.6.2 electronic Invoices via the Electronic Invoicing Platform and in compliance with the Electronic Procure-to-Pay (eP2P) Vendor Handbook; or
 - 5.6.3 such format as TfL may specify from time to time to the following address (or such other address as TfL may notify to the Supplier from time to time):

Accounts Payable
1st Floor,
PO Box 45276,
14 Pier Walk,
London SE10 0ES.

- 5.7 Unless otherwise agreed by TfL in writing, all Supplier Invoices shall be expressed in pounds sterling.
- 5.8 Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment. PDF Invoices, which are sent to TfL via email, are taken to have been received at the time of transmission. Electronic Invoices are taken to have been received at the time when they are transmitted to TfL via the Electronic Invoicing Platform.
- 5.9 An Invoice shall only be valid if it complies with the provisions of this Schedule 5.1. If any Invoice does not conform to TfL's requirements set out in Paragraphs 5.5 to 5.7, TfL shall promptly return the disputed Invoice to the Supplier. The Supplier shall promptly issue a replacement Invoice which shall comply with the same.

Payment terms

- 5.10 TfL shall pay undisputed valid Invoices within thirty (30) days of receipt of the Invoice.

Credit Notes

- 5.11 The Supplier shall provide TfL with a credit note in respect of Charges it has previously invoiced for (a "**Credit Note**") in the following (non-exhaustive) circumstances:
- 5.11.1 an Invoice in full or in part has been issued in error;
- 5.11.2 the agreed resolution of a disputed Invoice is that the disputed charge is too high and a Credit Note is agreed to be issued; and
- 5.11.3 other circumstances as agreed between TfL and the Supplier.

- 5.12 Each Credit Note shall be a valid tax invoice.

Disputed Invoices

- 5.13 If TfL disputes all or part of an Invoice raised by the Supplier, TfL shall inform the Supplier at the earliest opportunity. TfL shall set out the nature of the Dispute and reasons for the Dispute.
- 5.14 At its sole discretion, TfL may postpone payment of the disputed amount until the Dispute is resolved and any correcting documentation (replacement Invoice or Credit Note) has been received.
- 5.15 Payment by TfL of any Invoice submitted by the Supplier shall not signify approval of such Invoice. TfL reserves the right to verify and, where appropriate, dispute Invoices after it has made the associated payment and subsequently to recover from the Supplier any sums which have been overpaid.
- 5.16 If any part of an Invoice is disputed or subject to question by TfL either before or after payment, TfL may require the Supplier to provide such further documentary evidence as it may reasonably require to verify its liability to pay the amount which is disputed or subject to question and the Supplier shall promptly provide such evidence in a form satisfactory to TfL.

Waiver on Charges not invoiced

- 5.17 In the event that the Supplier has not invoiced for any Charges within twelve (12) months of the date on which those Charges accrued, the Supplier shall be deemed to have waived all rights to be paid for such Charges.

Regulatory changes

- 5.18 Supplier shall vary the Charges (as an increase or decrease, as applicable) to the extent required by a change in Applicable Law after the date of this Agreement or a legal requirement to comply with a determination by Ofcom provided that, in each case, Supplier provides TfL with prompt written notice of such legal requirement (and in any event at least 30 days' prior to the implementation of the variation). For the avoidance of doubt, Supplier shall not be entitled to increase the Charges on account of any such requirement which provides for a change in

any of the costs of the Supplier in providing the Services (including wholesale services) unless (and to the extent) it also requires Supplier to increase the Charges.

Indexation

- 5.19 Subject to paragraphs 5.20, 5.21, 5.22 and 6.4, the Supplier shall adjust the Charges on an annual basis after the Initial Term as follows:
- 5.19.1 the Charges will be increased or decreased (as applicable) by a percentage equivalent to the change in the Index over the twelve (12) months prior to the review date;
 - 5.19.2 the first such review will be carried out, on an indicative basis, in the eighteenth (18th) month prior to the end of the Initial Term in order to provide TfL with an estimate of the adjustment;
 - 5.19.3 the review will then be repeated, on an actual basis, in the ninth (9th) month prior to the end of the Initial Term and the adjusted Charges derived from such review will take effect on the commencement of the first Extension Period; and
 - 5.19.4 the review in respect of each subsequent Extension Period will be carried out in the sixth (6th) month prior to the end of the current Extension Period and the adjusted Charges will take effect on the commencement of the next Extension Period.
- 5.20 The Supplier shall only be entitled to increase such elements of the Charges under paragraph 5.19 to the extent that it provides reasonable evidence or certification that the underlying cost to the Supplier in respect of such Charge element has increased over the applicable period.
- 5.21 In no event shall the Charges be adjusted (+/-) by more than five percent (5%) in any year.
- 5.22 The review under paragraph 5.19 shall not result in any adjustment to the Charges to the extent that inflation (+/-) has already been expressly identified and taken into account for the relevant period pursuant to an Annual VfM Review or a Benchmarking Review which led to an adjustment of the Charges.

6. RENEWAL OPTION

- 6.1 TfL shall be entitled to request the Supplier to provide a written proposal or proposals to renew the Term on fixed rates for such number of Extension Periods specified by TfL (and TfL may request proposals in respect of different numbers of Extension Periods). TfL shall be entitled to make such request:
- 6.1.1 no earlier than 18 months and no later than 6 months prior to the end of the Initial Term; and/or
 - 6.1.2 no later than 6 months prior to the end of any Extension Period or Fixed Rate Extension Period.
- 6.2 Supplier shall provide such proposal(s) within thirty (30) days after TfL's written request.
- 6.3 TfL shall notify the Supplier if it elects to accept the Supplier's fixed rate proposal and, if proposals for different numbers of Extension Periods were submitted, which proposal TfL accepts (such fixed rate period being the "**Fixed Rate Extension Period**"). Such fixed rate proposal shall only become binding upon signature of the parties of a variation agreement or memorandum and shall then take effect on the commencement of the applicable Fixed Rate Extension Period.
- 6.4 The indexation process under Paragraph 5.19 shall not apply in respect of a Fixed Rate Extension Period (but the Charges in such period shall remain subject to the Annual VfM Review and Benchmarking Reviews).
- 6.5 Following the expiry of a Fixed Rate Extension Period (and in absence of an additional Fixed Rate Extension Period applying), the Charges will continue at the same rates subject to Paragraph 5.19.

ANNEX 1 AIRTIME & SIMS CHARGES

A.1 SIMs Charges

Item	Description	Price per SIM per month (GBP)
M2M Voice and SMS SIM	M2M voice and SMS SIM with access to the M2M data bundle	■
M2M Data only SIM	M2M data only SIM with access to the M2M data bundle	■
M2M Voice and SMS eSIM	M2M voice and SMS eSIM with access to the M2M data bundle	■
M2M Data only eSIM	M2M data only eSIM with access to the M2M data bundle	■
M2M Data only UK roaming SIM	M2M data only SIM with access to the M2M UK roaming data bundle	■
M2M Data only UK roaming eSIM	M2M data only eSIM with access to the M2M UK roaming data bundle	■

Notes:

1. Monthly charges for any SIM commence on the date it is first connected and shall be billed in the next monthly invoice (pro rata charges shall apply).
2. Monthly charges for any SIM cease on disconnection date.
3. Charges set out in A.3, A.4, A.5 and A.6 do not apply to M2M data only SIMs or eSIMs with access to the M2M UK roaming data bundle.

A.2 Data Bundle Charges

Data Bundle Size (TB)	M2M data bundle price per month (GBP)	M2M UK roaming data bundle price per month (GBP)
1	■	■
2	■	■
5	■	■
10	■	■
15	■	■
20	■	■
30	■	■
50	■	■
70	■	■
100	■	■

Notes:

1. Monthly charges for any data bundle commence upon implementation of the data bundle. Both the charges and the associated data bundle shall be calculated on a pro-rata basis at the next billing date.
2. Monthly charges for any data bundle cease when the data bundle is ceased, or changed.
3. Data allowances for SIMs with access to the M2M data bundle or the M2M UK roaming data bundle are considered separately.

4. Each selected data bundle (M2M data bundle or M2M UK roaming data bundle as appropriate) defines the aggregate allowance for all data consumed by SIMs provided in accordance with the Agreement with access to the relevant data bundle and subject to the charges under A.1.
5. Bundles can be combined, e.g. 120 TB can be formed from 100 TB + 20 TB.
6. If data consumption in any month exceeds the currently selected bundle, excess data used for that month will be charged at [REDACTED] for the M2M data bundle and [REDACTED] for the M2M UK roaming data bundle.

A.3 Mobile Call Charges within the UK

UK Mobile Originating Calls (Charge per minute / per SMS)

Call Type	Charge (£)
O2 to O2	[REDACTED]
O2 to Other Network	[REDACTED]
O2 to Landline	[REDACTED]
O2 to O2 Mobile	[REDACTED]
Voicemail	[REDACTED]
Domestic Text	[REDACTED]

Notes:

1. Charges for all other call types, including premium rate and non-geographic number (NGN) services, [REDACTED].
2. If the Mobile Equipment supports internet-tethering then this will be included in the mobile data Services and internet-tethering usage [REDACTED].

A.4 International Roaming Data Charges Outside of the Europe Zone

1. Mobile data roaming usage is measured in Kilobytes (KB). 1024 KB = 1 Megabyte (MB), 1024 MB = 1 Gigabyte (GB) and 1024 GB = 1 Terabyte (TB).
2. Mobile data roaming outside the Europe Zone will be charged in accordance with the following table:

Data Roaming Zone	Charge per MB (£)
Zone 1a	[REDACTED]
Zone 1b	[REDACTED]
Zone 2	[REDACTED]
Zone 3	[REDACTED]

A.5 UK Outbound International Call Charges (Charge per minute / per SMS)

1. International call Charges shall be charged in accordance with the following table:

Tariff Name	UK Outbound Calls (£)	UK Outbound SMS (£)
Zone 1	[REDACTED]	[REDACTED]

Zone 2			
Zone 3			
Zone 4			
Zone 5			
Zone 6			

2. Calls and text messages from the UK to Jersey, Guernsey and the Isle of Man are charged at [REDACTED] or [REDACTED].
3. In the table above, and the table below, Zone 1 and Zone 2 above together are the Europe Zone. Further Zone definitions are detailed in Annex 5 to this Schedule 5.1 (*Charges and Invoicing*).

A.6 International Roaming Call Charges (Charge per minute / per SMS)

1. Roaming calls and SMS messages will be charged in accordance with the following table:

Voice/SMS Call Roaming Zones	Back to UK (£)	In Country (£)	In Zone (£)	Out of Zone (£)	Received Roaming (£)	SMS Messages (£)
Zone 1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Zone 2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Zone 3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Zone 4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Zone 5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Zone 6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

2. Voicemail retrieval calls made within the Europe Zone will be charged at [REDACTED].
3. Charges for calls to UK premium rate and non-geographic number (NGN) services whilst roaming will be charged (i) in the Europe Zone at [REDACTED] or (ii) in the rest of the world at [REDACTED].

ANNEX 2 CATALOGUE CHARGES

B.1 Data Link Charges

Item	Description	Installation cost per link (GBP)	Price per link per month (GBP)
Data Link and APN – 10R	10Mbit/s resilient Data Link and APN delivered via 2 redundant paths to separate termination points at a data centre location within Greater London	██████	██████
Data Link and APN – 10	10Mbit/s Data Link and APN delivered to a data centre location within Greater London	██████	██████
Data Link and APN – 20R	20Mbit/s resilient Data Link and APN delivered via 2 redundant paths to separate termination points at a data centre location within Greater London	██████	██████
Data Link and APN – 20	20Mbit/s Data Link and APN delivered to a data centre location within Greater London	██████	██████
Data Link and APN – 100R	100Mbit/s resilient Data Link and APN delivered via 2 redundant paths to separate termination points at a data centre location within Greater London	██████	██████
Data Link and APN – 100	100Mbit/s Data Link and APN delivered to a data centre location within Greater London	██████	██████
VPN via internet	Varies depending on scope.	████████████████████	-
Additional APNs	Additional APN	██████	██████

Notes:

1. Monthly charges for any data link commence upon delivery of data link.
2. Monthly charges for any data link cease upon termination of data link.

Item	Description	Supply & installation per unit (GBP)	Price per unit per month (GBP)
Cellular Router	A cellular router using the mobile network to provide local Wi-Fi or ethernet access to the internet.	██████	██████
Cellular WAN Extender	A cellular WAN extender using the mobile network to provide local Wi-Fi or ethernet access to the TfL's WAN.	██████	██████

Notes:

1. Charges commence on delivery/ installation.
2. Monthly SIM charges and charges for the applicable data bundle apply in accordance with Annex 1.

ANNEX 3 OTHER CHARGES

C.1 Coverage Uplift Charges

Coverage Uplift Charges shall be agreed between the Parties in accordance with the Variation Procedure, and, without limiting Schedule 6.2 (*Variation Procedure*), any Supplier Proposal shall at a minimum include a technical description of the relevant coverage uplift solution, proposed implementation plan and detailed cost breakdown including implementation and ongoing costs.

Cost breakdowns shall refer to the reference pricing provided in the table below, including an explanation of any variations to the reference pricing applicable to the Supplier Proposal.

Item	Description	Total price (GBP)
Coverage Uplift – Reference 1	Design, delivery and installation cost of Coverage Uplift for a main TfL office assuming an in-building solution with 40 antennas. Passive DAS for all technologies – 2x2 MIMO configuration (2 transmit and receive paths). [REDACTED]	[REDACTED]
Reference 1 Upgrade Solution Option including small cell overlay for 5G	Passive DAS for technologies up to and including 4G with an indoor small cell overlay for 5G. This ensures the 5G has a 4x4 MIMO configuration (4 transmit and receive paths) to maximise capacity and data speeds. [REDACTED]	[REDACTED]
Reference 1 New Solution	Passive DAS for all technologies – 2x2 MIMO configuration (2 transmit and receive paths). [REDACTED]	[REDACTED]
Reference 1 New Solution Option including small cell overlay for 5G	Passive DAS for technologies up to and including 4G with an indoor small cell overlay for 5G. This ensures the 5G has a 4x4 MIMO configuration (4 transmit and receive paths) to maximise capacity and data speeds. [REDACTED]	[REDACTED]
Coverage Uplift – Reference 2	Design, delivery and installation cost of Coverage Uplift for a bus garage assuming 4 picocells. Passive DAS for all technologies – 2x2 MIMO configuration (2 transmit and receive paths). [REDACTED]	[REDACTED]
Reference 2 Upgrade Solution Option including small cell overlay for 5G	Passive DAS for technologies up to and including 4G with an indoor small cell overlay for 5G. This ensures the 5G has a 4x4 MIMO configuration (4 transmit and receive paths) to maximise capacity and data speeds. [REDACTED]	[REDACTED]
Reference 2 New Solution	Passive DAS for all technologies - 2x2 MIMO configuration (2 transmit and receive paths). Pricing is a one off cost with no annual fee providing TfL are in contract for mobile services. [REDACTED]	[REDACTED]
Reference 2 New Solution Option	Passive DAS for technologies up to and including 4G with an indoor small cell overlay for 5G. This ensures the 5G has a 4x4 MIMO configuration (4 transmit and receive paths) to	[REDACTED]

including small cell overlay for 5G	maximise capacity and data speeds. [REDACTED]	
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Notes:

1. The reference prices represent the total cost of implementation and delivery.
2. Any Coverage Uplift solution is subject to survey.

**ANNEX 4
RATE CARD**

Role description	Price/hour (GBP)	Price per 7.5- hour day (GBP)
Lead TDA	██████	██████
Senior Engineer	██████	██████
Engineer	██████	██████
Project Management	██████	██████
Project Coordinator	██████	██████
Service Transition Manager	██████	██████
Exit Manager	██████	██████

Notes:

1. Rates identified are applicable to work during normal business hours: Monday–Friday, 9:00–17:00. A multiplier of 1.5 applies to out-of-hours work on weekdays and a multiple of 2 applies to work carried out at weekends or during bank holidays.

ANNEX 5 COUNTRIES BY ZONE

Countries by zone as at the Effective Date are shown in the tables below.

Data Roaming Zones (applicable to A.4)

Rest of World - Data Roaming Zones			
Zone 1a	Zone 1b	Zone 2	Zone 3
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Canada	Afghanistan	Algeria	Abkhazia
USA	Albania	Azerbaijan	Andorra
	Anguilla	Bahrain	Angola
	Antigua and Barbuda	Bora Bora	Armenia
	Argentina	Bosnia and Herzegovina	Belize
	Aruba	Burundi	Bolivia
	Australia	Chad	Brunei Darussalam
	Bahamas	Congo	Cambodia
	Bangladesh	Democratic Republic of Congo	Cuba
	Barbados	Equatorial Guinea	Iran
	Belarus	Falkland Islands	Jordan
	Benin	Faroe Islands	Lebanon
	Bermuda	Fiji	Liberia
	Botswana	French Polynesia	Libya
	Brazil	Gambia	Maldives
	Burkina Faso	Georgia	Mali
	Cameroon	Iraq	Mauritania
	Cape Verde	Kosovo	Mauritius
	Cayman Islands	Macau	Mongolia
	Chile	Malawi	Mozambique
	China	Moorea	Namibia
	Christmas Island	Morocco	Nepal
	Cocos Islands	Niger	North Cyprus
	Colombia	Oman	Northern Mariana Islands
	Costa Rica	Pakistan	Palau
	Cote d'Ivoire	Papua New Guinea	Palestinian Authority

	Curacao	Sierra Leone	Puerto Rico
	Dominica	Swaziland	Saint Pierre and Miquelon
	Dominican Republic	Tahiti	Senegal
	Ecuador	Tanzania	Sint Maarten
	Egypt	Tokelau	Solomon Islands
	El Salvador	Tonga	South Sudan
	Gabon	Uzbekistan	St Helena
	Ghana	Vanuatu	Sudan
	Greenland		Tajikistan
	Grenada		Tunisia
	Guatemala		Turkmenistan
	Guinea		Tuvalu
	Guinea-Bissau		US Virgin Islands
	Guyana		Vietnam
	Honduras		Wallis & Futuna
	Hong Kong		Zimbabwe
	India		
	Indonesia		
	Israel		
	Jamaica		
	Japan		
	Kazakhstan		
	Kenya		
	Korea (South)		
	Kuwait		
	Macedonia		
	Madagascar		
	Malaysia		
	Mexico		
	Moldova		
	Montenegro		
	Montserrat		
	Myanmar		
	Netherlands Antilles		
	New Zealand		

	Nicaragua		
	Nigeria		
	Panama		
	Paraguay		
	Peru		
	Philippines		
	Qatar		
	Russia		
	Rwanda		
	Saint Kitts and Nevis		
	St Lucia		
	St. Vincent and the Grenadines		
	Samoa		
	Saudi Arabia		
	Serbia		
	Seychelles		
	Singapore		
	South Africa		
	Sri Lanka		
	Suriname		
	Taiwan		
	Thailand		
	Togo		
	Trinidad and Tobago		
	Turkey		
	Turks and Caicos Islands		
	Uganda		
	Ukraine		
	United Arab Emirates		
	Uruguay		
	Venezuela		
	Yemen		
	Zambia		

UK Outbound Call Zones (applicable to A.5)

International Voice Zones (UK Outbound)					
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
Ascension Islands	Andorra	Albania	Canada	Australia	Abkhazia
Ireland	Ascension	Algeria	United States of America	Hong Kong	Afghanistan
	Austria	Bosnia and Herzegovina		Japan	Angola
	Belgium	Kosovo		Malaysia	Anguilla
	Bulgaria	Libya		New Zealand	Antigua and Barbuda
	Croatia	Macedonia		Singapore	Argentina
	Cyprus	Montenegro		South Africa	Armenia
	Czech Republic	Morocco			Aruba
	Denmark	Serbia			Azerbaijan
	Estonia	Tunisia			Bahamas
	Faroe Islands	Turkey			Bahrain
	Finland				Bangladesh
	France				Barbados
	Germany				Belarus
	Gibraltar				Belize
	Greece				Benin
	Hungary				Bermuda
	Iceland				Bhutan
	Italy				Bolivia
	Latvia				Botswana
	Liechtenstein				Brazil
	Lithuania				Brunei
	Luxembourg				Burkina Faso
	Malta				Burundi
	Monaco				Cambodia
	Netherlands				Cameroon
	Norway				Cape Verde
	Poland				Cayman Islands

	Portugal				Central African Republic
	Romania				Chad
	San Marino				Chile
	Slovakia				China
	Slovenia				Colombia
	Spain				Comoros
	Sweden				Congo
	Switzerland				Costa Rica
					Cote d'Ivoire
					Cuba
					Curacao
					Democratic Republic of Congo
					Diego Garcia
					Djibouti
					Dominica
					Dominican Republic
					East Timor
					Ecuador
					Egypt
					El Salvador
					Equatorial Guinea
					Eritrea
					Ethiopia
					Falkland Islands
					Fiji
					French Guiana
					French Polynesia
					Gabon
					Gambia
					Georgia
					Ghana
					Greenland
					Grenada
					Guadeloupe
					Guam
					Guatemala

					Guinea
					Guinea-Bissau
					Guyana
					Haiti
					Honduras
					India
					Indonesia
					Iran
					Iraq
					Israel
					Jamaica
					Jordan
					Kazakhstan
					Kenya
					Kiribati
					Korea (South)
					Kuwait
					Kyrgyzstan
					Laos
					Lebanon
					Lesotho
					Liberia
					Macau
					Madagascar
					Malawi
					Maldives
					Mali
					Marshall Islands
					Martinique
					Mauritania
					Mauritius
					Mayotte
					Mexico
					Micronesia
					Moldova
					Mongolia
					Montserrat
					Mozambique
					Myanmar
					Namibia

					Nauru
					Nepal
					Netherlands Antilles
					New Caledonia
					Nicaragua
					Niger
					Nigeria
					Niue
					Norfolk Island
					North Korea
					Oman
					Pakistan
					Palau
					Palestinian Authority
					Panama
					Papua New Guinea
					Paraguay
					Peru
					Philippines
					Puerto Rico
					Qatar
					Republic of the Cook Islands
					Reunion
					Russian Federation
					Rwanda
					Saint Kitts and Nevis
					Saint Maarten
					Samoa
					Sao Tome & Principe
					Satellite
					Saudi Arabia
					Senegal
					Seychelles
					Sierra Leone
					Solomon Islands

					Somalia
					South Sudan
					Sri Lanka
					St Helena
					St Lucia
					St Pierre & Miqueon
					St Vincent and the Grenadines
					Sudan
					Suriname
					Swaziland
					Syria
					Taiwan
					Tajikistan
					Tanzania
					Thailand
					Togo
					Tokelau
					Tonga
					Trinidad and Tobago
					Turkmenistan
					Turks and Caicos Islands
					Tuvalu
					Uganda
					Ukraine
					United Arab Emirates
					Uruguay
					US Virgin Islands
					Uzbekistan
					Vanuatu
					Venezuela
					Vietnam
					Virgin Islands (GBR)
					Wallis & Futuna
					Yemen
					Zambia
					Zimbabwe

Europe Roaming
Europe Zone
[REDACTED]
Austria
Azores
Belgium
Bulgaria
Canary Islands
Croatia
Cyprus
Czech Republic
Denmark
Estonia
Finland
France
French Guiana
Germany
Gibraltar
Greece
Guadeloupe
Guernsey
Hungary
Iceland
Ireland
Isle of Man
Italy
Jersey
Latvia
Liechtenstein
Lithuania
Luxembourg
Madeira
Malta
Martinique

Mayotte
Monaco
Netherlands
Norway
Poland
Portugal
Reunion
Romania
Saint Barthelemy
Saint Martin
San Marino
Slovakia
Slovenia
Spain
Sweden
Switzerland
Vatican City

Voice/SMS Call Roaming Zones (applicable to A.6)

Rest of World - Voice Roaming Zones			
Zone 3	Zone 4	Zone 5	Zone 6
Albania	Canada	Australia	Abkhazia
Bosnia and Herzegovina	USA	Christmas Island	Afghanistan
Macedonia		Cocos Islands	Algeria
Montenegro		Hong Kong	American Samoa
Morocco		Malaysia	Andorra
North Cyprus		New Zealand	Angola
Serbia		Singapore	Anguilla
Tunisia		South Africa	Antigua and Barbuda
Turkey			Argentina
			Armenia

			Aruba
			Azerbaijan
			Bahamas
			Bahrain
			Bangladesh
			Barbados
			Belarus
			Belize
			Benin
			Bermuda
			Bhutan
			Bolivia
			Bora Bora
			Botswana
			Brazil
			British Virgin Islands
			Brunei Darussalam
			Burkina Faso
			Burundi
			Cambodia
			Cameroon
			Cape Verde
			Cayman Islands
			Central African Republic
			Chad
			Chile
			China
			Colombia
			Comoros
			Congo
			Cook Islands
			Costa Rica
			Cote d'Ivoire
			Cuba
			Curacao
			Democratic Republic of Congo

			Djibouti
			Dominica
			Dominican Republic
			East Timor
			Ecuador
			Egypt
			El Salvador
			Equatorial Guinea
			Eritrea
			Ethiopia
			Falkland Islands
			Faroe Islands
			Fiji
			French Polynesia
			Gabon
			Gambia
			Georgia
			Ghana
			Greenland
			Grenada
			Guam
			Guatemala
			Guinea
			Guinea-Bissau
			Guyana
			Haiti
			Honduras
			India
			Indonesia
			Iran
			Iraq
			Israel
			Jamaica
			Japan
			Jordan
			Kazakhstan
			Kenya
			Kiribati
			Korea (South)

			Kosovo
			Kuwait
			Kyrgyz Republic
			Laos
			Lebanon
			Lesotho
			Liberia
			Libya
			Macau
			Madagascar
			Malawi
			Maldives
			Mali
			Marshall Islands
			Mauritania
			Mauritius
			Mexico
			Micronesia
			Moldova
			Mongolia
			Montserrat
			Moorea
			Mozambique
			Myanmar
			Namibia
			Nauru
			Nepal
			Netherlands Antilles
			New Caledonia
			Nicaragua
			Niger
			Nigeria
			Niue
			Norfolk Island
			North Korea
			Northern Mariana Islands
			Oman
			Pakistan
			Palau

			Palestinian Authority
			Panama
			Papua New Guinea
			Paraguay
			Peru
			Philippines
			Puerto Rico
			Qatar
			Russia
			Rwanda
			Saint Kitts and Nevis
			Saint Pierre and Miquelon
			Sao Tome & Principe
			Saudi Arabia
			Senegal
			Seychelles
			Sierra Leone
			Sint Maarten
			Solomon Islands
			Somalia
			South Sudan
			Sri Lanka
			St Helena
			St Lucia
			St Vincent and the Grenadines
			Sudan
			Suriname
			Swaziland
			Syria
			Tahiti
			Taiwan
			Tajikistan
			Tanzania
			Thailand
			Togo
			Tokelau

			Tonga
			Trinidad and Tobago
			Turkmenistan
			Turks and Caicos Islands
			Tuvalu
			Uganda
			Ukraine
			United Arab Emirates
			Uruguay
			US Virgin Islands
			Uzbekistan
			Vanuatu
			Venezuela
			Vietnam
			Wallis & Futuna
			Western Samoa
			Yemen
			Zambia
			Zimbabwe



TRANSPORT FOR LONDON
and
TELEFONICA UK LIMITED

Agreement for the provision of
Mobile Services Lot 2
Schedule 5.2
Value for Money

Transport for London
14 Pier Walk
London
SE10 0ES

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1. INTRODUCTION

The objective of this Schedule 5.2 is to ensure that TfL receives value for money during the Term by enabling TfL to carry out Benchmark Reviews in order to establish whether the Charges are Good Value (such objective being a "**TfL Objective**").

2. FREQUENCY, PURPOSE AND SCOPE OF BENCHMARK REVIEW

- 2.1 Subject to Paragraph 2.2, TfL may require a Benchmark Review after the end of the first Contract Year and may then do so no more than once in any twelve (12) month rolling period, by written notice to the Supplier. A Benchmark Review may be required in respect of any or all the Charges in order to establish whether they are Good Value.
- 2.2 A Benchmark Review may only be carried out where the Parties have been unable to agree revised rates following an Annual VfM Review as outlined in Paragraph 2.4.4 of Schedule 5.1 (*Charges and Invoicing*).
- 2.3 The Services that are to be the Benchmarked Services shall be identified by TfL in the notice given under Paragraph 3.1.

3. APPOINTMENT OF BENCHMARKER

- 3.1 Subject to Paragraph 2.1, TfL may issue a notice (a "**Benchmarking Notice**") requiring a Benchmark Review to take place in relation to any or all of the Charges (the "**Benchmarked Services**"). Following the Supplier's receipt of such Benchmarking Notice, the Parties shall conduct a Benchmark Review in respect of the Benchmarked Services.
- 3.2 Following the Supplier's receipt of the Benchmarking Notice, TfL shall, subject to Paragraphs 3.3 and 3.4, appoint an organisation agreed in writing between the Parties or, in the absence of agreement, a professional services firm identified by the President of the Institute of Chartered Accountants (the "**Benchmarker**"), to carry out the Benchmark Review.
- 3.3 If the anticipated costs of a Benchmark Review are such that TfL reasonably considers it necessary to conduct a competitive procurement process to appoint an organisation to carry out that Benchmark Review, then the Supplier acknowledges and agrees that TfL shall be entitled to do so in its absolute discretion and the Supplier shall not be entitled to reject the appointment of any Benchmarker selected by TfL as a result of such process.
- 3.4 TfL shall consult with the Supplier in the course of agreeing the terms of reference, methodology and charges with the Benchmarker, such terms of reference, charges and methodology to be consistent with the requirements of this Schedule 5.2 (including without limitation Paragraph 4.1).
- 3.5 Prior to the commencement of a Benchmark Review, the Parties shall enter into an agreement with the Benchmarker for the conduct of the Benchmark Review (the "**Benchmark Agreement**"), provided that, if the Supplier has not executed the Benchmark Agreement within ten (10) Working Days of TfL's written request to do so, and the Benchmark Agreement complies with the requirements of this Schedule 5.2, the Supplier acknowledges and agrees that TfL may enter into the Benchmark Agreement with the Benchmarker on a bilateral basis and the Benchmark Review process shall proceed regardless of the Supplier's failure or refusal to sign the relevant Benchmark Agreement.
- 3.6 TfL shall, at the written request of the Supplier, procure that the Benchmarker enters into a confidentiality agreement with the Supplier in, or substantially in, the form set out in Annex 1 (*Confidentiality Agreement*) prior to the commencement of the Benchmark Review process set out in Paragraph 4. If the Supplier has not executed such confidentiality agreement within ten (10) Working Days of TfL's written request, the Benchmark Review process shall proceed in the absence of the confidentiality agreement.
- 3.7 The Parties agree that all information provided to or obtained from the Benchmarker shall be provided to both Parties, and such information shall constitute Commercially Sensitive Information.
- 3.8 Subject to TfL's compliance with Paragraph 3.4, the fees of the Benchmarker shall be borne by TfL if the Benchmarker concludes that the Benchmarked Services are Good Value, otherwise all such fees shall be paid by the Supplier.

3.9 Subject to TfL's compliance with Paragraph 3.4, TfL shall be entitled to pay the Benchmarkers' costs and expenses in full and to recover the Supplier's share from the Supplier either as a Credit Note or under the provisions of Clauses 9.6 and 9.7 (*Set-off and Withholding*) or as a debt.

3.10 The Benchmarkers shall act as an expert and not as an arbitrator.

4. BENCHMARK REVIEW PROCESS

4.1 TfL shall require the Benchmarkers to produce, and to send to each Party for approval, a draft plan for the Benchmark Review within ten (10) Working Days after the date of the appointment of the Benchmarkers, or such longer period as the Benchmarkers shall reasonably request. The plan shall include:

- 4.1.1 a proposed timetable for the Benchmark Review;
- 4.1.2 a description of the information that the Benchmarkers requires each Party to provide;
- 4.1.3 a description of the benchmarking methodology to be used;
- 4.1.4 a description that clearly illustrates that the benchmarking methodology to be used is capable of fulfilling the benchmarking objectives set out in Paragraph 2.1;
- 4.1.5 an estimate of the resources required from each Party in relation to the delivery of the plan;
- 4.1.6 a description of how the Benchmarkers will scope and identify the Comparison Group;
- 4.1.7 details of any entities which the Benchmarkers proposes to include within the Comparison Group; and
- 4.1.8 if in the Benchmarkers' professional opinion there are no Comparable Services or the number of entities carrying out Comparable Services is insufficient to create a Comparison Group, a detailed approach for meeting the relevant benchmarking objective(s) under Paragraph 2.1 using proxies for the Comparable Services and/or Comparison Group as applicable.

4.2 The Parties acknowledge and agree that the selection and/or use of proxies for the Comparison Group (both in terms of number and identity of entities) and Comparable Services shall be a matter for the Benchmarkers' professional judgment.

4.3 Each Party shall give notice in writing to the Benchmarkers and to the other Party within ten (10) Working Days after receiving the draft plan either approving the draft plan or suggesting amendments to that plan which must be reasonable. If a Party suggests amendments to the draft plan pursuant to this Paragraph, the Benchmarkers shall, if (and only if) it believes the amendments are reasonable, produce an amended draft plan. Paragraph 4.1 and this Paragraph shall apply to any amended draft plan.

4.4 Failure by a Party to give notice under Paragraph 4.3 shall be treated as approval of the draft plan by that Party. If the Parties fail to approve the draft plan within thirty (30) days of it first being sent to them pursuant to Paragraph 4.1 then the Benchmarkers shall prescribe the plan.

4.5 Once the plan is approved by both Parties or prescribed by the Benchmarkers, the Benchmarkers shall carry out the Benchmark Review in accordance with the plan. Each Party shall procure that all the information described in the plan, together with any additional information reasonably required by the Benchmarkers, is provided to the Benchmarkers without undue delay.

4.6 Each Party shall co-operate fully with the Benchmarkers, including by providing information reasonably requested by the Benchmarkers, provided that the Benchmarkers shall be instructed to minimise any disruption to the Services.

4.7 Once it has received the information it requires, the Benchmarkers shall determine whether or not each Benchmarked Service is and/or the Benchmarked Services as a whole are, Good Value.

5. BENCHMARK REPORT

5.1 The Benchmarkers shall be required to prepare a Benchmark Report and deliver it simultaneously to both Parties, at the time specified in the plan approved under Paragraph 4, setting out its findings. The Benchmark Report shall:

- 5.1.1 include a finding as to whether or not each Benchmarked Service is and/or whether the Benchmarked Services as a whole are, Good Value;
 - 5.1.2 describe the method used for any normalisation of the data relating to the Comparable Services and set out the data related to Comparable Services (including the starting price, the normalisation factors and levels of adjustment and the normalised price for such Comparable Services) used by the Benchmark Reviewer to conduct the Benchmark Review;
 - 5.1.3 if any Benchmarked Service is not Good Value, and/or the Benchmarked Services as a whole are not Good Value, specify one (1) or more sets of changes to the Charges that would if made (as a set of changes made together) make that Benchmarked Service or those Benchmarked Services as a whole Good Value (the "**Benchmark Adjustments**"); and
 - 5.1.4 be binding on the Parties.
- 5.2 Without limiting Paragraph 5.1, within five (5) Working Days from the date of receipt of the Benchmark Report in accordance with Paragraph 5.1, either Party may provide written comments on the Benchmark Report to the Benchmark Reviewer and the other Party and the Benchmark Reviewer shall, within a further five (5) Working Days of receipt of such comments, in its discretion, amend the Benchmark Report to take account of some or all of such comments and/or provide written notice to both Parties confirming which such comments it has decided not to take into account, including the reasons for not doing so.
- 5.3 Subject to Paragraph 5.4, if the Benchmark Report states that any Benchmarked Service is not Good Value and/or that the Benchmarked Services as a whole are not Good Value, then the Supplier shall implement the Benchmark Adjustments as soon as reasonably practicable within timescales agreed with TfL but in any event within no more than three (3) months. If the Benchmark Report specifies multiple possible sets of Benchmark Adjustments, TfL may elect in its sole discretion which of such sets the Supplier shall implement. Any associated changes to the Charges shall take effect from the date of the Benchmarking Notice. In such circumstances, the Supplier will be free to make an alternative proposal to TfL for TfL to consider (in its absolute discretion) as an alternative to implementing the findings of the Benchmark Report.
- 5.4 The Supplier acknowledges and agrees that Benchmark Reviews shall not result in any increase to the Charges.

**ANNEX 1
CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT is made on [date]

BETWEEN:

- (1) **[insert name]** of **[insert address]** (the "**Supplier**"); and
- (2) **[insert name]** of **[insert address]** (the "**Benchmark**er" and together with the Supplier, the "**Parties**").

WHEREAS:

- (A) Transport for London ("**TfL**") and the Supplier are party to a contract dated **[insert date]** (the "**Contract**") for the provision by the Supplier of **[insert brief description of services]** to TfL.
- (B) The Benchmark
er is to receive Confidential Information from the Supplier for the purpose of carrying out a benchmarking review for TfL of one (1) or more of such services pursuant to the terms of the Contract (the "**Permitted Purpose**").

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

"Benchmark Report" means the report produced by the Benchmark

er following the benchmarking review as further described in Paragraph 5 of Schedule 5.2 (*Value for Money*) to the Contract;

"Confidential Information" means:

- (a) Information, including all personal data within the meaning of the Data Protection Act 1998 (as amended or re-enacted from time to time) and any data originating from a Sub-contractor and however it is conveyed, provided by the Supplier to the Benchmark
er pursuant to this Agreement that relates to:

 - (i) the Supplier or a Sub-contractor;
 - (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier or a Sub-contractor;

- (b) other Information provided by the Supplier pursuant to this Agreement to the Benchmark
er that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Benchmarker's attention or into the Benchmarker's possession in connection with the Permitted Purpose;
- (c) discussions, negotiations, and correspondence between the Supplier or any of its directors, officers, employees, consultants or professional advisers and the Benchmark
er or any of its directors, officers, employees, consultants and professional advisers in connection with the Permitted Purpose and all matters arising therefrom;
- (d) the Benchmark Report; and
- (e) Information derived from any of the above,

but not including any Information that:

- (i) was in the possession of the Benchmark
er without obligation of confidentiality prior to its disclosure by the Supplier;
- (ii) the Benchmark
er obtained on a non-confidential basis from a third party who is not, to the Benchmarker's knowledge or belief, bound by a confidentiality agreement with the Supplier or otherwise prohibited from disclosing the information to the Benchmarker;
- (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or
- (iv) was independently developed without access to the Confidential Information;

"Information" means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);

"Permitted Purpose" has the meaning given to that expression in recital (B) to this Agreement; and

"Sub-contractor" means any person who enters into a contract or agreement with the Supplier (or a Sub-contractor) and any person whereby that person agrees to provide to the Supplier (or the Sub-contractor) or all or any part of the services which are material for the performance of the Contract.

1.2 In this Agreement:

- 1.2.1 a reference to any gender includes a reference to other genders;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;
- 1.2.4 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
- 1.2.5 references to Clauses are to clauses of this Agreement.

2. **CONFIDENTIALITY OBLIGATIONS**

2.1 In consideration of the Supplier providing Confidential Information to the Benchmarker, the Benchmarker shall:

- 2.1.1 treat all Confidential Information as secret and confidential;
- 2.1.2 have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);
- 2.1.3 not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or, if relevant, other owner or except as expressly set out in this Agreement;
- 2.1.4 not transfer any of the Confidential Information outside the United Kingdom;
- 2.1.5 not use or exploit any of the Confidential Information for any purpose whatsoever other than the Permitted Purpose;
- 2.1.6 immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
- 2.1.7 once the Permitted Purpose has been fulfilled:
 - (A) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;
 - (B) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Benchmarker) from any computer, word processor, voicemail system or any other device; and
 - (C) make no further use of any Confidential Information.

3. **PERMITTED DISCLOSURES**

3.1 The Benchmarker may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:

- 3.1.1 reasonably need to receive the Confidential Information in connection with the Permitted Purpose; and

- 3.1.2 have been informed by the Benchmarker of the confidential nature of the Confidential Information; and
 - 3.1.3 have agreed to terms similar to those in this Agreement.
- 3.2 The Benchmarker shall be entitled to disclose Confidential Information received for the Permitted Purpose to TfL and to any expert appointed in relation to a Dispute.
- 3.3 The Benchmarker shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Benchmarker.
- 3.4 Before making a disclosure pursuant to Paragraph 3.3, the Benchmarker shall, if the circumstances permit:
 - 3.4.1 notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and
 - 3.4.2 ask the court or other public body to treat the Confidential Information as confidential.
- 4. **GENERAL**
- 4.1 The Benchmarker acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.
- 4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
 - 4.2.1 to grant the Benchmarker any licence or rights other than as may be expressly stated in this Agreement;
 - 4.2.2 to require the Supplier to disclose, continue disclosing or update any Confidential Information; or
 - 4.2.3 as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of this Agreement.
- 4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it nor shall any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Benchmarker acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Benchmarker of any of the provisions of this Agreement. Accordingly, the Benchmarker acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.
- 4.5 The maximum liability of the Benchmarker to the Supplier for any breach of this Agreement shall be limited to one hundred per cent (100%) of the fees paid or payable to the Benchmarker in respect of the relevant Benchmark Review.
- 4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.
- 4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.
- 4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one (1) counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

5. **NOTICES**

5.1 Any notice to be given under this Agreement (each a "**Notice**") shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Paragraph 5.2.

5.2 Any Notice:

5.2.1 if to be given to the Supplier shall be sent to:

[Address]

Attention:

[Contact name and/or position, e.g. "The Finance Director"]

5.2.2 if to be given to the Benchmarking shall be sent to:

[Name of Organisation]

[Address]

Attention: []

6. **GOVERNING LAW**

6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.

6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of [Supplier]

SIGNED by)
[NAME OF PERSON AUTHORISED TO)
SIGN])
)
))

For and on behalf of [*name of Benchmark*er]

SIGNED by)
[NAME OF PERSON AUTHORISED TO)
SIGN])
)
))



TRANSPORT FOR LONDON
and
TELEFONICA UK LIMITED

Agreement for the provision of
Mobile Services Lot 2
Schedule 6.1
Governance

Transport for London
14 Pier Walk
London
SE10 0ES

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ANNEX 1 GOVERNANCE FORUMS 7

1. INTRODUCTION

- 1.1 The purpose of this Schedule 6.1 is:
- 1.1.1 to set out the governance structure for this Agreement, the roles and responsibilities of both Parties to maintain an effective working relationship and the type, content and frequency of management review meetings to be held; and
 - 1.1.2 to ensure that the Parties seek to work in a collaborative manner, looking for clarity and simplicity in the governance of this Agreement.
- 1.2 The objectives of this Schedule 6.1 are to establish and maintain an effective mechanism to, non-exhaustively:
- 1.2.1 consistently review the delivery of quality and cost-effective Services by the Supplier to TfL, each as set out in this Agreement and facilitated by the Commercial Review Meeting and Service Review Meeting;
 - 1.2.2 determine, assess and prioritise changes to the Services to support TfL's changing business objectives;
 - 1.2.3 ensure the Services are assessed, reviewed and (to the extent reasonably practicable in accordance with this Agreement) improved on a continuous basis;
 - 1.2.4 ensure that all risks and issues relating to the Services are identified and managed appropriately by the Supplier and TfL;
 - 1.2.5 arrive at informed decisions throughout the lifetime of this Agreement;
 - 1.2.6 build upon, consolidate and strengthen business and working relationships between the Supplier and TfL; and
 - 1.2.7 ensure that any contentious issue, difference or question of interpretation relating to the Services or arising out of or in connection with this Agreement is identified in advance and managed by the Parties to reduce the risk of such issue, difference or question of interpretation developing into a Dispute,
- (each such objective being a "**TfL Objective**").
- 1.3 In addition to the governance processes set out in this Schedule 6.1, there are certain governance processes in relation to particular requirements which may be set out in the other Schedules to this Agreement.
- 1.4 For the avoidance of doubt, in the event an issue or Dispute in relation to the Services is referred through the governance process set out in this Schedule 6.1, such referral shall not prejudice any other right of a Party to exercise or claim the benefit of any other remedy available to it pursuant to this Agreement.

2. GOVERNANCE OBJECTIVES

- 2.1 The objectives of the Governance Forums shall be to:
- 2.1.1 ensure the strategic alignment of the Services, their architecture and direction with TfL's business needs;
 - 2.1.2 help set strategic priorities for the Services and investment;
 - 2.1.3 ensure that technology is appropriately used to support Service Recipients and TfL's changing business needs;
 - 2.1.4 monitor and improve the Supplier's performance;
 - 2.1.5 monitor control of quality, timeliness of delivery, value for money and the effectiveness of Services delivered by the Supplier;
 - 2.1.6 administer and manage the mechanisms contained in this Agreement to ensure that the Supplier meets its obligations under this Agreement;
 - 2.1.7 ensure all information relating to this Agreement, including financial information and service information, is available for audit as required by this Agreement; and

- 2.1.8 leverage the Supplier's capabilities for the benefit of TfL,
(each such objective being a "**TfL Objective**").
- 2.2 If reasonably requested by TfL, the Supplier shall ensure that it attends governance bodies other than the Governance Forums from time to time and that the Supplier's representatives are empowered to resolve issues arising at such governance bodies.
3. **GENERAL GOVERNANCE PRINCIPLES**
- 3.1 The governance structure described in this Schedule 6.1 shall apply to all issues arising under this Agreement. In applying the governance structure, the Parties shall comply with the following guiding principles:
- 3.1.1 the Parties shall focus on the identification and resolution of the issues that will determine the long-term success of the relationship;
- 3.1.2 issues should be discussed with counterparts in advance of Governance Forum meetings so that meeting time can be focused on resolution, action planning or guidance;
- 3.1.3 the Parties shall adopt a "fix first" approach to prioritising the timely Achievement of Milestones, and shall not unnecessarily precondition such activities on, or otherwise delay such activities pending, the resolution of contentious issues, questions of interpretation and Disputes; and
- 3.1.4 without prejudice to any other provisions in this Agreement, all contacts and interaction between the Supplier and TfL are managed in line with the governance structure.
- 3.2 The Parties shall work together to ensure that the number and membership of Governance Forums will be kept to the minimum necessary to meet the principal objectives of the Governance Forums.
- 3.3 The various Governance Forums shall develop their own processes to support their functions.
4. **GOVERNANCE FORUMS**
- 4.1 This Agreement shall be governed by the Governance Forums. The Governance Forums shall be as follows:
- 4.1.1 Commercial Review Meeting;
- 4.1.2 Service Review Meeting; and
- 4.1.3 Dispute Review Meeting.
5. **PURPOSE OF THE GOVERNANCE FORUMS**
- 5.1 Without limiting Paragraph 2.3 of Schedule 2B (*Service Levels*):
- 5.1.1 the Commercial Review Meeting shall be responsible for reviewing:
- (A) contractual compliance;
- (B) contract risks, issues and escalations;
- (C) Variations;
- (D) progress on any relevant Corrective Action Notices and Corrective Action Plans;
- (E) charging, value for money, invoicing and financial reporting matters; and
- (F) outstanding and emerging Disputes (but if any Dispute cannot be resolved by the Commercial Review Meeting, then the Dispute will be escalated to, and reviewed by, the Dispute Review Meeting; and
- (G) any other matters which this Agreement stipulates, or which the Parties agree, will be reviewed by such meeting;

- 5.1.2 the Service Review Meeting shall be responsible for reviewing:
- (A) Service performance (including Transition), including in relation to performance against Service Levels (without prejudice to Paragraph 2.3 of Schedule 2B (*Service Levels*)), Milestones and any other performance indicators;
 - (B) Incidents; and
 - (C) any other matters which this Agreement stipulates, or which the Parties agree, will be reviewed by such meeting; and
- 5.1.3 the Dispute Review Meeting shall be responsible for reviewing Disputes that have not been resolved in, or that have been escalated to the Dispute Review Meeting by, the Commercial Review Meeting.

6. MEETINGS OF THE GOVERNANCE FORUMS

- 6.1 The Parties shall hold Governance Forums in accordance with the requirements set out in this Schedule 6.1 and the details specified in Annex 1 (*Governance Forums*).
- 6.2 The Parties shall ensure that their respective representatives attend nominated Governance Forums and that the representatives are empowered to resolve issues before them. Where absolutely necessary due to annual leave commitments, sickness or ill health, deputies may attend, provided that they are delegated with comparable levels of authority and empowerment.
- 6.3 Each respective Governance Forum shall discuss in good faith, and TfL shall reasonably decide on:
- 6.3.1 arrangements for attendance at Governance Forums including whether the Governance Forums will require physical presence and their location (which shall be at TfL's premises in London unless otherwise determined by the chair) and timing;
 - 6.3.2 the meeting quorum (but in any case, each meeting shall be attended by at least one (1) attendee from both the Supplier and TfL);
 - 6.3.3 the format and running of the meeting including format and requirements for presentations and manner of the resolution of debates;
 - 6.3.4 communication of major decisions and issues;
 - 6.3.5 the arrangements for circulation of agendas; and
 - 6.3.6 the arrangements for minute-taking, agreement and distribution.
- 6.4 The chair of each Governance Forum will decide on:
- 6.4.1 arrangements for attendance at Governance Forums including whether the Governance Forums will require physical presence and their location (which shall be at TfL's premises in London unless otherwise determined by the chair) and timing;
 - 6.4.2 the meeting quorum;
 - 6.4.3 the format and running of the meeting including format and requirements for presentations, manner of the resolution of debates;
 - 6.4.4 the arrangements for circulation of agendas; and
 - 6.4.5 the arrangements for minute-taking, agreement and distribution.
- 6.5 If a Party wishes to discuss any additional matters at, or for any additional attendees or deputies to attend, a Governance Forum, it shall use reasonable endeavours to give the other Party at least three (3) Working Days' written notice before the relevant Governance Forum is scheduled to occur.

7. CHANGES TO THIS SCHEDULE

- 7.1 If TfL's internal organisational structures or roles change, it may raise a Variation to update this Schedule 6.1 accordingly (at no additional cost to TfL, to the extent that the change relates to updating the details of structure of, responsibilities of and any other processes associated with any Governance Forum) and the Supplier shall not unreasonably withhold, condition, or delay its consent to such Variation.
- 7.2 TfL may, by written notice (which shall not be treated as a Variation), change the TfL Attendees for a Governance Forum.
- 7.3 Without prejudice to Clauses 13.3 to 13.6 (*Key Personnel*), where the name or identity of an Attendee to a Governance Forum changes, the relevant Party shall give written notice of the same to the other Party as soon as possible following such change.

**ANNEX 1
GOVERNANCE FORUMS**

1. COMMERCIAL REVIEW MEETING

Attendees	For TfL:	Commercial Manager Senior Sourcing/ Category Manager (optional)
	For the Supplier:	VMO2 Client Director VMO2 Client Manager
	Chair	TfL
Start date for Meeting	First month after the Service Commencement Date	
Frequency	Monthly, or at such other times as agreed between the Parties	
Inputs	<ul style="list-style-type: none"> • Previous minutes and actions and reports as specified in this Agreement • Supplier performance review • Contractual compliance • Progress on any relevant Corrective Action Notices and Corrective Action Plans • Contract risks, issues and escalations • Outstanding and new contentious issues, differences or questions of interpretation and Disputes • Commercial savings/benefits • Market update/innovative changes • Any other matters which this Agreement stipulates, or which the Parties agree to include 	
Outputs	<ul style="list-style-type: none"> • Minutes of meeting including actions and decisions • Agreed Service improvements • Resolution of Disputes 	

2. SERVICE REVIEW MEETING

Attendees	For TfL:	Senior Service Performance Manager – End User Computing Service Performance Manager – End User Computing
	For the Supplier:	VMO2 Service Delivery Manager VMO2 Client Manager
	Chair	TfL
Start date for Meeting	First month after the Service Commencement Date	
Frequency	Monthly, or at such other times as agreed between the Parties	
Inputs	<ul style="list-style-type: none"> • Previous minutes and actions and reports as specified in this Agreement • Service Performance reports (including as tracked against Service Levels, Milestones and any other performance indicators agreed between the parties) • Usage • Progress against Transition plan • Any other matters which the Agreement stipulates, or which the Parties agree to include 	
Outputs	<ul style="list-style-type: none"> • Minutes of the meeting including actions and decisions 	

3. **DISPUTE REVIEW MEETING**

Attendees	For TfL:	TfL Representative
	For the Supplier:	VMO2 Service Delivery Manager VMO2 Team SDM Manager VMO2 Client Manager VMO2 Client Director
	Chair	TfL
Start date for Meeting	N/A	
Frequency	Promptly following a relevant Dispute arising	
Inputs	<ul style="list-style-type: none"> • Issues list describing the relevant Dispute • Previous resolution or associated action plan for a previous Dispute (if applicable) • Relevant minutes of the meeting including actions and decisions from a Commercial Review Meeting in relation to the Dispute (if any) 	
Outputs	<ul style="list-style-type: none"> • Minutes of the meeting including actions and decisions • Resolution of Disputes including temporary or final resolution and associated action plan • Agreed timescales for implementation of the resolution and associated action plan • Agreed next steps regarding review of effectiveness of resolution or associated action plan to resolve the Dispute 	



TRANSPORT FOR LONDON
and
TELEFONICA UK LIMITED

Agreement for the provision of
Mobile Services Lot 2
Schedule 6.2
Variation Procedure

Transport for London
14 Pier Walk
London
SE10 0ES

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1. INTRODUCTION

- 1.1 The purpose of this Schedule 6.2 is to set out:
- 1.1.1 the processes for requesting, considering and implementing Variations;
 - 1.1.2 the types of Variations;
 - 1.1.3 the basis for pricing Variations; and
 - 1.1.4 the requirements for the Supplier to report and improve the accuracy and precision of Variation Pricing.
- 1.2 The objectives of this Schedule 6.2 are to:
- 1.2.1 enable TfL to operate in a dynamic environment, seeking to respond to the changing demands of its Service Recipients;
 - 1.2.2 ensure that TfL has the ability to vary the Services or their performance to meet TfL's business needs and to continue to develop and, potentially, expand the scope of the Services; and
 - 1.2.3 require the Supplier to ensure that all relevant Documents are promptly updated with Variation details as part of the delivery of that Variation,
- 1.3 (each such objective being a "**TfL Objective**").

2. COSTS FOR PREPARATION OF VARIATIONS

- 2.1 The Supplier shall not, in relation to a Variation, be entitled to charge any costs in respect of resources which have already been included as part of the Charges.
- 2.2 Each Party shall pay its own costs and expenses, in each case of any nature whatsoever, incurred in connection with the investigation, preparation or negotiation of each TfL Proposed Variation or Supplier Proposed Variation, and otherwise in connection with any acts, omissions, documentation, notices, proposals or correspondence in connection with agreement on, or determination in accordance with the provisions of Schedule 6.3 (*Dispute Resolution Procedure*) of, the terms of any Variation. Such costs and expenses shall not be taken into account (or be included by the Supplier) in costing any Variation.
- 2.3 The Supplier shall not be entitled to recover any costs incurred in the event that a TfL Proposed Variation or Supplier Proposed Variation is not given Variation Approval.

3. VARIATION PROCEDURE

Overview

- 3.1 Each Party may at any time request a Variation to the Services. The other Party shall not be obliged to approve such Variation.

Types of Variations

- 3.2 Variations shall be categorised as one of the following:
- 3.2.1 a Variation request issued by TfL (a "**TfL Proposed Variation**"); or
 - 3.2.2 a Variation proposed by the Supplier (a "**Supplier Proposed Variation**").

Variation Notices

- 3.3 If TfL wishes to implement a Variation then TfL shall give notice to the Supplier of a TfL Proposed Variation (each a "**Variation Notice**") in the form set out in Annex 1 (*Variation Notice*).
- 3.4 The Variation Notice shall set out:
- 3.4.1 the scope of the Variation, including any specific deliverables required to be provided by the Supplier;
 - 3.4.2 any constraints on the implementation and/or delivery of the Variation to the Services;

- 3.4.3 the timetable for implementation of the Variation;
 - 3.4.4 any additional clauses required pursuant to Clause 15.4 (*Intellectual Property Rights*), relating to any IPR being created; and
 - 3.4.5 whether TfL considers that the Variation is a chargeable Variation and if so, the pricing model.
- 3.5 TfL may propose such contractual incentive provisions in accordance with Paragraph 4 as TfL considers appropriate (subject to the requirements of Applicable Law).

Supplier Proposals

- 3.6 The Supplier shall, in response to each Variation Notice, issue a Supplier Proposal. The Supplier shall deliver to TfL a Supplier Proposal within twenty (20) Working Days (or such other period agreed in writing by TfL acting reasonably) from the date of delivery of the relevant Variation Notice.
- 3.7 Where more than one (1) of the Supplier Proposals required to be delivered under Paragraph 3.6 in any consecutive three (3) months fail to be submitted within twenty (20) Working Days (or such other period agreed in writing by TfL acting reasonably) from the date of delivery of the relevant Variation Notice, the Supplier shall prepare and issue a Corrective Action Plan (and TfL shall be deemed to have issued a Corrective Action Notice in respect thereof).
- 3.8 If the Supplier reasonably considers that the Variation Notice does not contain sufficient information to enable the Supplier to prepare a Supplier Proposal and the Supplier does not have access to such information which is essential in the preparation of the Supplier Proposal then the Supplier shall notify TfL promptly and in any event within five (5) Working Days from receipt of the Variation Notice, providing a full explanation of the information required and why it is essential for the preparation of the Supplier Proposal (a "Request for Further Information"). TfL shall either:
- 3.8.1 provide the information requested and extend the period for the submission of the Supplier Proposal by a period equal to the difference between the date when TfL received the Request for Further Information and the date on which TfL provided the information requested by the Supplier (or such other period agreed in writing by TfL acting reasonably); or
 - 3.8.2 provide reason(s) why TfL does not consider the information to be required, in which case the period for the submission of the Supplier Proposal shall remain unchanged.
- 3.9 The Supplier Proposal shall, as a minimum, include:
- 3.9.1 the proposed method of implementing the Variation;
 - 3.9.2 which Supplier Personnel (for example, number and functional expertise) will be required to implement the Variation and any assumptions used in deriving the number of Supplier Personnel required per role, for example, number of hours worked per day;
 - 3.9.3 the effect (if any) on the timing of the performance of other obligations under this Agreement (including the effect (if any) on any relevant Milestone Dates);
 - 3.9.4 the impact or possible impact of the proposed Variation on the provision of the Services (including without limitation all possible risks or issues associated with or resulting from the Variation);
 - 3.9.5 the anticipated Supplier responsibilities;
 - 3.9.6 the value and scope of Services being provided via any potential Sub-contract; and
 - 3.9.7 the financial consequences of implementing the Variation,
- (together, the "**Variation Pricing**").

TfL Variation review

- 3.10 Within ten (10) Working Days of the submission to TfL by the Supplier of a Supplier Proposal, TfL shall notify the Supplier whether or not it agrees with the contents of the Supplier Proposal, including the Variation Pricing.
- 3.11 If TfL agrees with a Supplier Proposal, it shall issue a Variation Approval in accordance with Paragraph 3.15.
- 3.12 If TfL does not agree with the Supplier Proposal the Parties shall first attempt to resolve the disagreement in good faith and shall negotiate to agree the required changes.
- 3.13 The Supplier shall, within five (5) Working Days from the date of TfL's notification to the Supplier pursuant to Paragraph 3.10 that it does not agree with the Supplier Proposal, provide to TfL in writing an updated Supplier Proposal and TfL shall, within five (5) Working Days notify the Supplier whether or not it agrees with such updated Supplier Proposal.
- 3.14 If, within ten (10) Working Days (or such other period as may be agreed by the Parties in advance and in writing) from the date of TfL's notification to the Supplier pursuant to Paragraph 3.13 stating that TfL does not agree with the updated Supplier Proposal, TfL and the Supplier fail to agree, then TfL may escalate the matter to the Commercial Review Meeting.

Variation Approval

- 3.15 The Supplier shall not implement any TfL Proposed Variation or Supplier Proposed Variation until TfL has issued a notice (the "**Variation Approval**"). TfL shall not at any time be obliged to issue a Variation Approval in respect of any TfL Proposed Variation or Supplier Proposed Variation.
- 3.16 The Supplier shall accept a copy of the Variation Approval as formal authorisation from TfL to proceed with a Variation.

Implementation of a Variation

- 3.17 Following a Variation Approval, the Supplier shall immediately proceed with the relevant Variation.

Settlement of Variations

- 3.18 Any additional charges payable in respect of a Variation, and any associated payment milestones, shall be identified in the Supplier Proposal.

4. Variation Pricing

- 4.1 The Supplier shall ensure that all elements of Variation Pricing for each Variation complies with the requirements set out in this Paragraph 4 as well as in Schedule 5.1 (*Charges and Invoicing*).

General principles

- 4.2 The Supplier shall use its reasonable endeavours to minimise the cost impact on TfL associated with Variations.
- 4.3 In preparing a Supplier Proposal the Supplier shall provide the Charges to carry out the Variation which shall:
- 4.3.1 be based on and reflect the Charges set out in Schedule 5.1 (*Charges and Invoicing*); and
 - 4.3.2 comply with the requirements of this Schedule 6.2.
- 4.4 The Supplier shall not:
- 4.4.1 increase the Charges on account of a Variation if the Variation can be implemented using the Supplier's then-current resources covered by the existing Charges or if the proposed Variation relates to the introduction of a new service which can be provided within the existing Charges;
 - 4.4.2 charge for costs not reasonably and properly incurred by it;

- 4.4.3 charge cost overruns caused by a failure of the Supplier to comply with the requirements of this Agreement or to use reasonable care and skill to provide the Services; and
 - 4.4.4 charge costs to remedy any defect or Incident caused by a failure of the Supplier to comply with the requirements of this Agreement or to use reasonable care and skill to provide the Services.
- 4.5 Without prejudice to other provisions of this Agreement the Supplier shall, when submitting a Supplier Proposal, or before referring any matter for determination pursuant to Schedule 6.3 (*Dispute Resolution Procedure*) or when implementing any Variation (as the context requires):
- 4.5.1 submit a statement to TfL of its proposed method of implementing the Variation, demonstrating the steps which it has taken to minimise the costs of doing so;
 - 4.5.2 if reasonably required by TfL, demonstrate that it has complied with Schedule 5.1 (*Charges and Invoicing*) in relation to the Variation Pricing included in the Supplier Proposal and that this represents value for money having due regard to the Supplier's other obligations under this Agreement; and
 - 4.5.3 shall not in its Supplier Proposal make any claim that it is excused from any liability other than on the same grounds and to the same extent as it would have been excused from liability for performing its obligations under this Agreement (before the proposed Variation took effect).
- 4.6 TfL may provide the Supplier with information in relation to possible future Variations to enable the Supplier to take into account such future possible Variation in planning its operation so as to reduce the costs of implementing such Variations in the future. The Supplier shall be obliged to reduce such costs to the extent practicable, having regard to the timing and quality of the information provided by TfL, provided that TfL has stated in writing that a particular possible future Variation should be taken into account in preparing the Supplier Proposal unless the Supplier notifies TfL in writing that such an approach would result in the Supplier incurring material additional costs, expenses or disruption and provides evidence of the same.
- 4.7 The Supplier shall identify in the Supplier Proposal any impact the implementation of the Variation will have to the existing Charges.

ANNEX 1
VARIATION NOTICE

Variation No. [XXXX]	Date [DD-MMM-YY]
VARIATION TITLE:	
Supplier: [Insert Supplier name] (Contract name and reference no. to be included in header)	
Cost Model: Fixed Price / Cost Reimbursable (delete as appropriate)	
Bounded Mechanisms: Profit Retention / Shared Risk Pot / Exceptional Bonus / Delay Payments / Tapering Charges / Charge Adjustment Points (delete as appropriate)	

Project Manager	Service Delivery Manager	Contract Manager
[Insert Project Manager Name]	[Insert Service Delivery Manager Name]	[Insert Contract Manager Name]

Summary	
<p>➤ Scope of Variation to the Services <i>Insert a concise summary of the scope of the Variation to the Services, including any specific Deliverables to be provided by the Supplier</i></p>	
<p>➤ Key Risks and Issues <i>Insert a concise summary of the Risks and issues on the implementation and/or delivery of the Variation to the Services</i></p>	
<p>➤ Key dates/Milestone Dates/Milestone Deliverables <i>Provide a timetable for the implementation of the Variation including key dates or Milestone Dates (including the deliverables or Services that the Supplier shall provide by each relevant key date or Milestone Date)</i></p>	
<p>➤ Approval / Assurance <i>Insert summary of the key Approval / Assurance requirements</i></p>	
<p>➤ Variation Pricing <i>Insert statement regarding whether TfL considers that the proposed Variation is chargeable or not</i></p>	
Signed: Transport for London [insert name] [insert job title]	Signed:



**TRANSPORT FOR LONDON
and
TELEFONICA UK LIMITED**

**Agreement for the provision of
Mobile Services Lot 2
Schedule 6.3
Dispute Resolution Procedure**

Transport for London
14 Pier Walk
London
SE10 0ES

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1. INTRODUCTION

The purpose of this Schedule 6.3 is to set out the Dispute Resolution Procedure in order to enable the Parties to resolve any Disputes which arise in an efficient and timely manner (such objective being a "**TfL Objective**").

2. DISPUTE NOTICES

2.1 If a Dispute has arisen, and:

2.1.1 either Party is of the reasonable opinion that the resolution of the Dispute by commercial negotiation in accordance with Schedule 6.1 (*Governance*), or the continuance of commercial negotiation, will not result in an appropriate solution; or

2.1.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with Schedule 6.1 (*Governance*),

either Party may issue to the other a Dispute Notice.

2.2 A Dispute Notice:

2.2.1 shall set out:

(A) the material particulars of the Dispute;

(B) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and

(C) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and

2.2.2 may specify in accordance with the requirements of Paragraphs 7.1, 7.2 and 7.3 that the Party issuing the Dispute Notice has determined (in the case of TfL) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case Paragraph 7 shall apply.

2.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph 2.2.2 then:

2.3.1 if it is served by TfL it shall be treated as a Multi-Party Procedure Initiation Notice; and

2.3.2 if it is served by the Supplier it shall be treated as a Supplier Request,

and in each case the provisions of Paragraph 7 shall apply.

2.4 Subject to Paragraphs 2.5 and 3.2, and provided that TfL has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:

2.4.1 first, if either Party serves a Mediation Notice, by mediation in accordance with Paragraph 4;

2.4.2 then, if either Party serves a Notice of Adjudication, by Adjudication in accordance with Paragraph 5; and

2.4.3 lastly by recourse to litigation in accordance with Clause 45 (*Governing Law and Jurisdiction*).

2.5 Notwithstanding anything to the contrary in this Schedule 6.3, TfL may, at its sole discretion, at any time refer any Dispute to:

2.5.1 Adjudication; or

2.5.2 litigation in accordance with Clause 45 (*Governing Law and Jurisdiction*).

2.6 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Agreement regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice.

3. EXPEDITED DISPUTE TIMETABLE

- 3.1 In exceptional circumstances where the application of the periods of time set out in this Schedule 6.3 would be unreasonable, including (by way of example) where one (1) Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within five (5) Working Days of the issue of a Dispute Notice, TfL shall decide, in its sole discretion, whether the Expedited Dispute Timetable shall be used.
- 3.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of Paragraph 3.1 or is otherwise specified under the provisions of this Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:
- 3.2.1 in Paragraph 4, the applicable time limits shall be reduced by half; and
- 3.2.2 in Paragraph 5.2.1, the time limit of two (2) Working Days shall apply (instead of five (5) Working Days).
- 3.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend that deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

4. MEDIATION

- 4.1 Subject to Paragraph 2.5, following the service of a Dispute Notice, either Party may serve a written notice to proceed to mediation in accordance with this Paragraph (a "**Mediation Notice**").
- 4.2 If a Mediation Notice is served, the Parties shall attempt to resolve the Dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Agreement.
- 4.3 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within five (5) Working Days from the service of a Mediation Notice then either Party may apply to CEDR to nominate such a person.
- 4.4 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.5 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Variation Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.
- 4.6 Subject to Paragraph 2.5, in the event that the Dispute is not resolved by written agreement between the Parties within twenty-eight (28) days of the appointment of the Mediator, either Party may issue a Notice of Adjudication to the other Party in accordance with Paragraph 5.1.1.

5. ADJUDICATION

- 5.1 Notice of Adjudication
- 5.1.1 Subject to Paragraphs 2.1 and 2.5, if the Parties have been unable to resolve a Dispute (if a Mediation Notice has been served) by mediation as provided in Paragraph 4, within the time limits set by Paragraph 4.6, then either Party may at any time thereafter give written notice (the "**Notice of Adjudication**") to the other Party requiring the Dispute to be referred to a suitably experienced Adjudicator.
- 5.1.2 The Notice of Adjudication shall set out briefly:

- (A) a statement of the nature of the Dispute in respect of which Adjudication is required and the material facts to be relied on;
- (B) the Clauses, Schedules and Paragraphs in this Agreement to be relied on; and
- (C) the redress sought (including the quantum of any monetary relief).

5.1.3 More than one (1) Notice of Adjudication may be given in relation to Disputes arising out of this Agreement. An Adjudicator may act in more than one (1) Adjudication under this Agreement at the same time but in respect of each Dispute there shall only be one (1) Adjudicator at any time.

5.2 Appointing the Adjudicator

5.2.1 The Parties shall within five (5) Working Days of the Notice of Adjudication agree the appointment of a suitably experienced individual to act as the Adjudicator.

5.2.2 If the Parties agree on the identity of the Adjudicator, the Party that gave the Notice of Adjudication (the "**Referring Party**") shall within a further five (5) Working Days send to the Adjudicator and to the other Party (the "**Responding Party**"):

- (A) a copy of the Notice of Adjudication;
- (B) the Parties' names and addresses;
- (C) a copy of this Agreement; and
- (D) a written request for the Adjudicator to confirm to the Parties within two (2) Working Days of receipt of such request the Adjudicator's availability to act.

5.2.3 If such person named under Paragraph 5.2.2 confirms to the Parties within two (2) Working Days of receipt of the request from the Referring Party their availability to act, they shall be the Adjudicator for any Dispute stated in the Notice of Adjudication.

5.2.4 If the Parties do not agree within five (5) Working Days of the Notice of Adjudication on the identity of the Adjudicator or the Adjudicator does not confirm his availability to act in accordance with Paragraph 5.2.3, the Referring Party shall request a nomination of an Adjudicator from the LCIA (London Court of International Arbitration, whose address as at the Effective Date is 70 Fleet Street, London EC4Y 1EU) to be made within five (5) Working Days and shall send to the LCIA:

- (A) a copy of the Notice of Adjudication;
- (B) the Parties' names and addresses;
- (C) a copy of this Dispute Resolution Procedure; and
- (D) anything else required by the LCIA for it to nominate an Adjudicator.

5.2.5 Following nomination of an Adjudicator by the LCIA in accordance with Paragraph 5.2.4, the Referring Party shall send a written request to the Adjudicator for them to confirm to the Parties within two (2) Working Days of receipt of such request their availability to act. If they confirm to the Parties their availability to act within two (2) Working Days, they shall be the Adjudicator for any Dispute stated within the Notice of Adjudication. If not, the Referring Party shall send a further request to the LCIA in accordance with Paragraph 5.2.4.

5.2.6 If, for any reason, an Adjudicator:

- (A) resigns or is unable to act; or
- (B) fails to reach a decision within the time required by these rules, and the Parties are unable to agree with the Adjudicator an extension of time and/or are unable to agree a replacement Adjudicator,

the Referring Party shall follow the procedure set out in Paragraphs 5.2.4 and 5.2.5 to request a nomination of an Adjudicator from the LCIA.

- 5.2.7 An Adjudicator shall declare to the Parties and shall not act if they are or have been an employee, agent or consultant of either Party, save where both Parties consent, and shall declare any interest, financial or otherwise, in any Dispute referred to in the Notice of Adjudication.
- 5.2.8 Subject to Paragraph 5.2.7, if a Party objects to a person selected as Adjudicator by the LCIA, that objection shall not prevent the Adjudicator being appointed, and it shall not invalidate the appointment or any decision he may reach.
- 5.2.9 The Adjudicator shall provide to the Parties, at the same time as confirming his availability to act, a copy of the terms on which he is prepared to act including information regarding fees and expenses.
- 5.3 **Scope of the Adjudication**
- 5.3.1 The scope of the Adjudication shall be the Dispute identified in the Notice of Adjudication, together with:
- (A) any further matters which the Parties agree should be within the scope of the Adjudication; and
 - (B) any further matters which the Adjudicator determines shall be included in order that the Adjudication may be effective and/or meaningful.
- 5.3.2 The Adjudicator may decide upon their own substantive jurisdiction and the scope of the Adjudication.
- 5.4 **Purpose of the Adjudication**
- The underlying purpose of the Adjudication is to decide Disputes between the Parties that are within the scope of the Adjudication as rapidly and economically as is reasonably possible.
- 5.5 **Role of the Adjudicator**
- 5.5.1 The Adjudicator shall act fairly and impartially, but shall not be obliged or empowered to act as arbitrator.
- 5.5.2 The Adjudicator shall have the power to open up and review any Records, written correspondence, notices, certificates or other things issued or made pursuant to this Agreement or any other relevant contract as would a court.
- 5.6 **Referral of the Dispute**
- 5.6.1 Within two (2) Working Days of receipt of an Adjudicator's confirmation of their availability to act, the Referring Party shall refer the Dispute by notice in writing (the "**Referral Notice**") to the Adjudicator.
- 5.6.2 The Referral Notice shall include:
- (A) details of the circumstances giving rise to the Dispute;
 - (B) the reasons for entitlement to the remedy sought; and
 - (C) any documentary or other evidence that the Referring Party intends to rely upon in the Adjudication.
- 5.6.3 The Referring Party shall, at the same time as it sends to the Adjudicator the Referral Notice and documents referred to in Paragraph 5.6.2, send a copy of the Referral Notice and copies of those documents to the other Party.
- 5.6.4 The date of the referral of the Dispute shall be the date on which the Referral Notice is received by the Adjudicator (the "**Date of Referral**"). The Adjudicator shall confirm to the Parties in writing the date of receipt of the Referral Notice.
- 5.6.5 Following receipt of a Referral Notice in accordance with Paragraph 5.6.3, each Party shall be entitled to send a response to the Adjudicator, which shall at the

same time be copied to the other Party, within ten (10) Working Days of the Date of Referral.

5.7 The Adjudication

- 5.7.1 The Adjudicator shall establish the timetable and procedure for the Adjudication, with which the Parties shall comply, subject always to the time limit in Paragraph 5.8.1, and may proceed if one (1) Party does not participate or cooperate.
- 5.7.2 Without prejudice to the generality of Paragraph 5.7.1, the Adjudicator may if he thinks fit:
- (A) require the delivery of written statements of case;
 - (B) require either Party to produce a bundle of key documents (other than documents that would be privileged from production to a court), whether helpful or otherwise to that Party's case, and to draw such inference as may seem proper from any imbalance in such bundle that may become apparent;
 - (C) require the delivery to him and/or the other Party of copies of any documents (other than documents that would be privileged from production to a court);
 - (D) limit the length of any written or oral submission;
 - (E) require the attendance before him for questioning of any employee or agent of either Party;
 - (F) make Site visits;
 - (G) subject to Paragraph 5.7.4(B), make use of their own specialist knowledge;
 - (H) make directions for the conduct of the Adjudication orally or in writing, if made orally the directions shall be confirmed by the Adjudicator in writing;
 - (I) review and revise any of their own previous directions;
 - (J) conduct the Adjudication inquisitorially, and take the initiative in ascertaining the facts and the Law;
 - (K) proceed with the Adjudication and reach a decision even if a Party fails to comply with a request or direction with which they have been given the opportunity to comply; and
 - (L) reach their decision(s) with or without holding an oral hearing.
- 5.7.3 The Adjudicator may, at any time, obtain legal or technical advice on any matter provided that the Parties are informed of the reasons beforehand. Prior to making the decision, the Adjudicator shall provide the Parties with copies of any written advice so obtained.
- 5.7.4 The Adjudicator shall:
- (A) decide on the Dispute referred to in the Notice of Adjudication, and any other matters as identified under Paragraph 5.3.1, on the basis of the Parties' legal entitlements;
 - (B) act fairly and impartially, giving each Party a reasonable opportunity, in light of the timetable, of putting their case and dealing with that of its opponent;
 - (C) in reaching his decision, take into account the fact that this Agreement relates to services provided to the public which should continue to operate in a timely, economic, efficient and reliable manner; and
 - (D) avoid incurring unnecessary expense.
- 5.7.5 The Adjudicator shall not:

- (A) request and/or require any advance payment of or security for his fees;
 - (B) receive any submissions from one (1) Party that are not also made available to the other Party;
 - (C) except in the event of misconduct by that representative refuse either Party the right at any hearing or meeting to be represented by any representative of that Party's choosing who is present;
 - (D) act or continue to act if he has a conflict of interest; or
 - (E) require either Party to pay or make contribution to the legal costs of the other Party arising in the Adjudication.
- 5.7.6 The Adjudicator may in any decision, direct the payment of such interest from such dates and at such rates as permitted by this Agreement or if no such rate is set out in this Agreement, the Adjudicator may apply a commercially reasonable rate.
- 5.7.7 All information of whatever nature provided to the Adjudicator by either Party shall be copied to the other Party or (where copying is not practicable) the other Party shall be entitled to inspect it. The Adjudicator shall require material information provided orally to be confirmed to the Adjudicator in writing (and copied to the other party).
- 5.7.8 The Parties shall continue to observe and perform all obligations contained in this Agreement, notwithstanding any reference to the Adjudicator.

5.8 The Adjudicator's decision

- 5.8.1 The Adjudicator shall reach a decision on the Dispute set out in the Notice of Adjudication, and any other matters as identified under Paragraph 5.3.1, within twenty-eight (28) days of the Date of Referral, as confirmed to the Parties in accordance with Paragraph 5.6.4.
- 5.8.2 The twenty-eight (28) day period set out in Paragraph 5.8.1 may be extended:
- (A) to such longer period as may be agreed by the Parties after the Dispute has been referred to the Adjudicator; and
 - (B) by the Adjudicator by up to fourteen (14) days with the consent of the Referring Party.
- 5.8.3 Any decision of the Adjudicator shall be in writing. The Adjudicator shall provide written reasons for his decision.
- 5.8.4 Any decision of the Adjudicator shall be binding unless and until the Dispute is finally determined by the court pursuant to Paragraph 5.10.1 or by written agreement.
- 5.8.5 Either Party may apply to the appropriate court for enforcement of the Adjudicator's decision. Neither any form of enforcement of the Adjudicator's decision nor any form of challenge to the enforcement of the Adjudicator's decision nor any dispute arising out of or in connection with such enforcement or challenge shall be regarded and treated as a Dispute for the purposes of this Schedule 6.3.

5.9 Costs

- 5.9.1 Each Party shall bear its own costs. The Adjudicator may not decide the Parties' legal and other costs arising out of or in connection with the Adjudication unless the Parties otherwise agree.
- 5.9.2 Unless the Adjudicator resigns before sending the Parties his decision, he shall be entitled to charge the Parties his fees and expenses for the Adjudication.
- 5.9.3 The Parties shall be jointly and severally responsible for the Adjudicator's fees and expenses including the fees and expenses of any legal or technical adviser instructed by him under Paragraph 5.7.3.

- 5.9.4 In the decision, the Adjudicator shall have discretion to apportion liability for the Adjudicator's fees and expenses referred to in Paragraph 5.9.3. The Parties agree to be bound by the Adjudicator's costs direction unless and until the costs direction of the Adjudicator is set aside or revised in accordance with Paragraph 5.10.2.
- 5.9.5 Notwithstanding anything to the contrary in any contract between the Parties, the Adjudicator shall have no jurisdiction to require the Party which referred the Dispute to Adjudication to pay the costs of the other Party solely by reason of having referred the Dispute to Adjudication.

5.10 **Court proceedings**

- 5.10.1 If either Party is dissatisfied with the Adjudicator's decision, then within twenty-eight (28) days of the date of the Adjudicator's decision it may give written notice to the other Party that it intends to issue court proceedings for the determination of the Dispute.
- 5.10.2 In relation to court proceedings commenced pursuant to Paragraph 5.10.1:
- (A) no Party shall be limited in the proceedings before the court to the evidence or arguments put before the Adjudicator;
 - (B) the Adjudicator shall neither be called as a witness nor required to give evidence before the court on any matter whatsoever; and
 - (C) either Party can request the court to set aside or revise a direction by the Adjudicator in respect of payment by the Parties of the costs or fees of the Adjudication (including payment of the remuneration and expenses of the Adjudicator).

5.11 **Enforcement**

Every decision of the Adjudicator shall be implemented without delay subject to final determination by the court following court proceedings for the determination of the Dispute issued in accordance with Paragraph 5.10.1. The Parties shall be entitled to such reliefs and remedies as are set out in the Adjudicator's decision, and shall be entitled to summary enforcement thereof, even if the decision is or becomes the subject of any court proceedings. No issue decided by one (1) Adjudicator may be referred to another Adjudicator for a decision, unless agreed in writing by the Parties.

5.12 **Independence**

The Adjudicator, and any legal or technical adviser instructed by him under Paragraph 5.7.3 are and shall remain independent of the Parties, neutral and impartial, and do not and shall not act as advisers to the Parties.

5.13 **Confidentiality**

Each Adjudication shall be private and confidential. The Parties, the Adjudicator (and any expert and/or professional adviser appointed by him under Paragraph 5.7.3) shall keep the existence of and subject matter of each Adjudication and each decision private and confidential, except to the extent that it is necessary in order to implement or enforce a decision or is required by Law.

5.14 **No Liability**

- 5.14.1 The Adjudicator (and any legal or technical adviser instructed by him under Paragraph 5.7.3) shall not be liable for anything done or omitted to be done in the discharge or purported discharge of their appointment, unless the act or omission is shown to be fraudulent or in bad faith. However, nothing in this forgoing exclusion shall relieve the Adjudicator (and any legal or technical adviser instructed by him under Paragraph 5.7.3) of their duty to provide their decision in accordance with the agreed timetable.

5.14.2 No Party shall, save in the case of bad faith on the part of the Adjudicator, make any application to court whatsoever in relation to the conduct of the Adjudication or the decision of the Adjudicator until such time as the Adjudicator has made his decision, or refused to make a decision.

6. URGENT RELIEF

6.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

6.1.1 for interim or interlocutory remedies in relation to this Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or

6.1.2 where compliance with Paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

7. MULTI-PARTY DISPUTES

7.1 Any Dispute which involves:

7.1.1 the Parties; and

7.1.2 one (1) or more parties to another contract with TfL or the Supplier which is relevant to this Agreement or a Sub-contract (a "**Related Third Party**"),

(a "**Multi-Party Dispute**"), shall be resolved in accordance with the procedure set out in this Paragraph (the "**Multi-Party Dispute Resolution Procedure**").

7.2 If at any time following the issue of a Dispute Notice but before the Dispute has been referred to Adjudication in accordance with Paragraph 5 or to litigation in accordance with Clause 45 (*Governing Law and Jurisdiction*), TfL reasonably considers that the matters giving rise to the Dispute involve one (1) or more Related Third Parties, then TfL shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out TfL's determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure (such notice being a "**Multi-Party Procedure Initiation Notice**").

7.3 If following the issue of a Dispute Notice but before the Dispute has been referred to Adjudication in accordance with Paragraph 5 or to litigation in accordance with Clause 45 (*Governing Law and Jurisdiction*), the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one (1) or more Related Third Parties, the Supplier may serve a Supplier Request on TfL.

7.4 TfL shall (acting reasonably) consider each Supplier Request and shall determine within five (5) Working Days whether the Dispute is:

7.4.1 a Multi-Party Dispute, in which case TfL shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or

7.4.2 not a Multi-Party Dispute, in which case TfL shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with Paragraphs 2 to 6.

7.5 If TfL has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.

7.6 Following service of a Multi-Party Procedure Initiation Notice, a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the "**Multi-Party Dispute Resolution Board**") comprising at least one (1) representative from each of the following participants to the Multi-Party Dispute, each of whom shall be authorised to finalise any agreement to settle the Multi-Party Dispute:

7.6.1 TfL;

7.6.2 the Supplier; and

- 7.6.3 each Related Third Party involved in the Multi-Party Dispute, together with any other representatives of the Supplier or any relevant Related Third Party whom TfL considers necessary (together "**Multi-Party Dispute Representatives**").
- 7.7 The Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:
- 7.7.1 TfL and the Supplier shall procure that their Multi-Party Dispute Representatives attend, and shall use reasonable endeavours to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;
- 7.7.2 meetings of the Multi-Party Dispute Resolution Board shall be chaired by TfL's representative;
- 7.7.3 the Multi-Party Dispute Resolution Board shall first meet within ten (10) Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as TfL, the Supplier and the Related Third Parties shall seek to agree within five (5) Working Days of service of the relevant Multi-Party Procedure Initiation Notice. If TfL, the Supplier and the Related Third Parties do not reach agreement on the time and place to meet within five (5) Working Days of service of the relevant Multi-Party Procedure Initiation Notice, they shall meet at the time and place specified by TfL, provided such place is at a neutral location within England and that the meeting is to take place between 9.00 am and 5.00 pm on a Working Day; and
- 7.7.4 in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations of TfL, the Supplier and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.
- 7.8 Subject to Paragraph 2.5, if a Multi-Party Dispute is not resolved between TfL, the Supplier and all Related Third Parties within twenty-five (25) Working Days of the issue of the Multi-Party Procedure Initiation Notice, then TfL or the Supplier:
- 7.8.1 may serve a Mediation Notice in respect of the Multi-Party Dispute in which case Paragraph 4 shall apply; and/or
- 7.8.2 may request that the Multi-Party Dispute is referred to an Adjudicator in which case Paragraph 5 shall apply; and/or
- 7.8.3 may refer the Multi-Party Dispute to the courts for resolution in accordance with Clause 45 (*Governing Law and Jurisdiction*).
- 7.9 If a Multi-Party Dispute is referred to mediation or Adjudication pursuant to Paragraph 7.8, TfL and the Supplier shall each use reasonable endeavours to procure that all relevant Related Third Parties give their written consent to participate in (and in the case of Adjudication, be bound by) the Adjudication or mediation.
- 7.10 To the extent that one (1) or more Related Third Parties consent to participate in (and in the case of Adjudication agree to be bound by) the Adjudication or mediation:
- 7.10.1 references in this Schedule 6.3 to "Parties" or "Party" shall in such circumstances include the relevant Related Third Parties (and reference to "either Party", "both Parties" or "the other Party" shall be constructed accordingly); and
- 7.10.2 in respect of an Adjudication, the Adjudicator shall decide the Dispute under all relevant contracts in accordance with the provisions of this Schedule 6.3.



**TRANSPORT FOR LONDON
and
TELEFONICA UK LIMITED**

**Agreement for the provision of
Mobile Services Lot 2
Schedule 7
Exit Management**

Transport for London
14 Pier Walk
London
SE10 0ES

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1. INTRODUCTION

1.1 The objectives of this Schedule 7 are to:

- 1.1.1 set out the Supplier's obligations to support TfL in the re-procurement of all or part of the Services;
- 1.1.2 set out the strategy, services, activities, and processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Replacement Supplier; and
- 1.1.3 require the Supplier to support an orderly, controlled handover of responsibility for the provision of the Services from the Supplier to the Replacement Supplier, with the minimum of disruption and so as to prevent or mitigate any inconvenience to TfL by means of the implementation of the Exit Plan,

(each such objective being a "TfL Objective").

1.2 This Schedule 7 sets out:

- 1.2.1 the Supplier's obligations throughout the Term to provide the Exit Information in accordance with Paragraph 2;
- 1.2.2 the Supplier's obligations to assist TfL in connection with the re-procurement of some or all of the Services in accordance with Paragraph 3; and
- 1.2.3 the Supplier's obligations to prepare and maintain an Exit Plan in accordance with Paragraph 4.

2. EXIT INFORMATION

2.1 The Supplier shall provide the Exit Information to TfL within ten (10) Working Days of a written request from TfL:

- 2.1.1 during the Initial Term or any Extension Period provided that TfL may not make any such request under this Paragraph 2.1.1 within twelve (12) months after an earlier request for such information during this period;
- 2.1.2 within the twelve (12) month period prior to the expiry of the Initial Term or any Extension Period;
- 2.1.3 following a Termination Notice; and/or
- 2.1.4 as required during the Exit Period for the purpose of the re-procurement and/or migration of the Services.

2.2 The Supplier shall ensure that the Exit Information is complete and accurate in all material respects.

3. ASSISTANCE ON RE-TENDERING OF SERVICES

3.1 The Supplier acknowledges and agrees that TfL may provide the Exit Information to a potential Replacement Supplier.

3.2 The Supplier shall co-operate as reasonably requested by TfL in respect of any re-tendering exercise, including by:

- 3.2.1 participating in meetings and/or other sessions (whether physically or remotely) with TfL and/or actual or potential Replacement Suppliers for the purpose of answering questions from those actual or potential Replacement Suppliers in respect of such tendering exercise; and
- 3.2.2 reviewing any transition plan submitted by actual or potential Replacement Suppliers in order to identify any necessary changes which shall be made to the Supplier's Exit Plan in order to de-risk transition to the Replacement Services.

4. **EXIT PLAN**

4.1 The Supplier shall submit a draft Exit Plan to TfL for written approval no later than three (3) months after the Effective Date with an updated version to be submitted to TfL for written approval:

4.1.1 as soon as reasonably practicable following any material Variation;

4.1.2 upon TfL request within the twelve (12) month period prior to the expiry of the Initial Term or Extension Period (as applicable) or following a Termination Notice,

and the Supplier shall work with TfL to finalise the Exit Plan (or updated Exit Plan), taking full account of TfL's comments on drafts submitted by the Supplier.

4.2 The Exit Plan shall, in relation to all aspects of the handover of the Services to one (1) or more Replacement Supplier(s), include details of the following as a minimum:

4.2.1 the rationale considered and any assumptions made in developing the Exit Plan;

4.2.2 a complete breakdown of all tasks and workstreams for Exit Assistance;

4.2.3 the processes for managing the Exit Assistance; and

4.2.4 timeframes for the transfer of the provision of the Services from the Supplier to one (1) or more Replacement Supplier(s) and transfer of Data to, or access to Data by, TfL and/or the Replacement Supplier.

5. **EXIT PHASES AND PERIODS**

Partial Termination

5.1 The Supplier acknowledges that there may be separate exits in respect of one (1) or more part(s) of the Services which may require: (i) separate Termination Notices in respect of each such part of the Services; and/or (ii) the transition of the relevant part of the Services to Replacement Suppliers at different End Dates.

Exit Periods

5.2 An exit period ("**Exit Period**") shall commence upon the earlier of:

5.2.1 the service of a Termination Notice by either Party; or

5.2.2 upon written request by TfL within the last eighteen (18) months of the Initial Term or Extension Period (as applicable).

5.3 Subject to Paragraph 5.4, each Exit Period shall end, unless otherwise confirmed in writing by TfL, when TfL confirms in writing to the Supplier that the Supplier has complied with its obligations in this Schedule 7 and the Exit Plan.

5.4 No Exit Period shall exceed the period of thirty six (36) months after the commencement of the Exit Period.

6. **EXIT ASSISTANCE**

6.1 Throughout each Exit Period, the Supplier shall:

6.1.1 continue to provide the Services as applicable (to the extent that they have not been transitioned to a Replacement Supplier) in accordance with this Agreement;

6.1.2 in relation to a partial termination, continue to provide the other Services to which the Termination Notice does not apply (to the extent that they have not been transitioned to a Replacement Supplier) in accordance with this Agreement;

6.1.3 without prejudice to the requirements of the Exit Plan, provide such assistance to TfL or a Replacement Supplier as is reasonably requested by TfL in relation to the transition of the Services to a Replacement Supplier (including assistance with the transition of eSIMs (if applicable) and the porting of TfL user numbers to a Replacement Supplier);

- 6.1.4 comply with all of its obligations contained in the relevant Exit Plan and this Schedule 7;
 - 6.1.5 minimise disruption, inconvenience and any risk to the Services;
 - 6.1.6 provide TfL and, as requested by TfL, any Replacement Supplier with information on all Data held by or on behalf of the Supplier in connection with the relevant Services and provide TfL and the Replacement Supplier with details of their use and the relationship between them; and
 - 6.1.7 proactively identify issues that may arise during the transfer of the relevant Services to the Replacement Supplier and propose solutions to those issues.
- 6.2 On the End Date and (to the extent that this does not adversely affect the Supplier's performance of any Services and its compliance with the Laws or other provisions of this Agreement) to the maximum extent possible during each Exit Period prior to such date, the Supplier shall:
- 6.2.1 cease to use Data;
 - 6.2.2 provide TfL and/or the Replacement Supplier (as directed by TfL) with a complete and uncorrupted version of the Data in electronic form (or such other format as reasonably required by TfL);
 - 6.2.3 erase or render permanently inaccessible from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Exit Period all Data and promptly certify in writing to TfL that it has completed such deletion;
 - 6.2.4 provide to TfL all Service Deliverables and any material in relation to which the Parties have agreed that TfL will own the Intellectual Property Rights pursuant to a Variation; and
 - 6.2.5 vacate any TfL Sites.
- 6.3 On the End Date and (to the extent that this does not adversely affect the Supplier's performance of any Services and its compliance with the other provisions of this Schedule 7) to the maximum extent possible during each Exit Period prior to such date, the Supplier shall return to TfL (or if requested by TfL in writing, destroy or delete) all Confidential Information of TfL and shall certify that it does not retain TfL's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Supplier for the purposes of providing any Services or for statutory compliance purposes.

7. **EXIT MANAGEMENT GOVERNANCE**

- 7.1 The Exit Assistance activities shall be reviewed by the Commercial Review Meeting and Service Review Meeting under Schedule 6.1 (*Governance*).
- 7.2 The Supplier shall provide TfL with a written report on the progress of the Exit Assistance activities in advance of each such meeting.

8. **CHARGES**

- 8.1 The Supplier shall not be entitled to charge TfL any additional sums in connection with the performance of its obligations under this Schedule 7 (including the Exit Plan) except that:
 - 8.1.1 TfL shall continue to pay the Charges for the Services; and
 - 8.1.2 the Supplier shall be entitled to charge for time reasonably incurred for assistance in relation to the transition of eSIMs (if applicable), such time to be charged in accordance with the Rate Card.



TRANSPORT FOR LONDON
and
TELEFONICA UK LIMITED

Agreement for the provision of
Mobile Services Lot 2
Schedule 8
Key Personnel

Transport for London
14 Pier Walk
London
SE10 0ES

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2. KEY ROLES 3

1. INTRODUCTION

- 1.1 This Schedule 8 sets out a description of the Key Roles, together with the names, responsibilities and authorities of the Key Personnel and the period(s) in the Term for which each Key Person is required in accordance with Clause 13.3 (*Key Personnel*).
- 1.2 The Supplier shall ensure that the Key Personnel fulfil the Key Roles in accordance with Clause 13.3 (*Key Personnel*). For the avoidance of doubt, an individual may be appointed to one (1) or more Key Roles.
- 1.3 The Supplier shall update this Schedule 8 in accordance with Clause 13.4 (*Key Personnel*).

2. KEY ROLES

The Key Roles are set out below:

Key Role	Name of Key Personnel	Responsibility/Authorities	Phase of this Agreement during which they will be Key Personnel (e.g. Transition phase)
Service Delivery Manager	Alison Concepcion	Service Management & Delivery	Duration of the Agreement
Client Director	Matthew Denby	Ownership & Management of TfL Account and Commercial Accountability	Duration of the Agreement
Head of Strategic Key Accounts	-	Executive Engagement	Escalation point, as required



TRANSPORT FOR LONDON
and
TELEFONICA UK LIMITED

Agreement for the provision of
Mobile Services Lot 2
Schedule 9
Privacy

Transport for London
14 Pier Walk
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1. INTRODUCTION

This Schedule sets out the privacy and data protection obligations that the Supplier shall comply with pursuant to Clause 20 (*Privacy and Data Protection*).

2. PRIVACY AND DATA PROTECTION

2.1 With respect to the Parties' rights and obligations under this Agreement and subject to Paragraph 2.8, the Parties acknowledge that TfL is a Data Controller and that the Supplier is a Data Processor to the extent the Supplier receives Personal Data from TfL in connection with its provision of the Services and Processes that Personal Data. Annex 1 (*Details of Processing Personal Data*) to this Schedule sets out certain information regarding the Supplier's Processing of Personal Data as a Data Processor as required by the Data Protection Legislation. TfL may make amendments to Annex 1 (*Details of Processing Personal Data*) in accordance with the Variation Procedure.

2.2 In relation to Personal Data which is Processed by the Supplier as a Data Processor on behalf of TfL, the Supplier shall:

- (a) Process the Personal Data only in accordance with written instructions from TfL to the extent necessary to perform its obligations under this Agreement and shall not use the Personal Data (in whole or in part) for any other purpose, including copying or referring to the Personal Data in training materials, training courses, discussions or negotiations or contractual arrangements with third parties, or proposals or tenders with TfL (or otherwise), without the prior written consent of TfL;
- (b) notify TfL immediately if it determines or is notified that an instruction to Process Personal Data issued to it by TfL is incompatible with any obligations under Data Protection Legislation, in which case any changes required to TfL's instructions shall be dealt with in accordance with the Variation Procedure;
- (c) without prejudice to any cyber security and/or payment card industry data security standard obligations in this Agreement, ensure that at all times it has in place appropriate technical and organisational security measures which are appropriate to the nature and risk of the Processing of Personal Data to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data, including the measures as are set out in Clause 17 (*TfL Data and Security Requirements*) and all measures pursuant to Article 32(1) General Data Protection Regulation and shall ensure its Sub-contractors do the same, in accordance with Clause 14.4 (*Appointment of Sub-contractors*);
- (d) fully cooperate with the reasonable instructions of TfL in relation to the security of Personal Data and to the extent that such instructions require a change to the measures set out in Clause 17 (*TfL Data and Security Requirements*), such change shall be dealt with in accordance with the Variation Procedure and if the Supplier considers that such change will result in security measures that do not comply with the Data Protection Legislation, the Supplier shall inform TfL immediately and any further change required in respect of the security measures shall be dealt with in accordance with the Variation Procedure;
- (e) without prejudice to Paragraph 2.2(c) wherever the Supplier uses any mobile or portable Device for the transmission or storage of Personal Data, ensure that each such Device encrypts Personal Data;
- (f) not disclose or transfer the Personal Data to any third party or Supplier Personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of TfL (save where such disclosure or transfer is specifically authorised under this Agreement);
- (g) take all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel and any relevant Sub-contractor:
 - (i) are aware of and comply with the Supplier's duties under this Paragraph 2 and Clauses 18 (*Confidentiality*) and 17 (*TfL Data and Security Requirements*);

- (ii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by TfL, or as otherwise permitted by this Agreement;
 - (iii) have undergone adequate training in the use, care, protection and handling of Personal Data (as defined in Data Protection Legislation), understand such obligations and comply with them and ensure that such training is updated at reasonable intervals; and
 - (iv) are only authorised where it is necessary for the performance of their job function in relation to the services provided by the Supplier to TfL;
- (h) notify TfL without undue delay and in any event within two (2) Working Days if it, or any Sub-contractor, receives:
 - (i) from a Data Subject (or third party on their behalf):
 - (A) a Subject Access Request (or purported Subject Access Request);
 - (B) a request to rectify, block or erase any Personal Data; or
 - (C) any other request, complaint or communication relating to TfL's obligations under Data Protection Legislation;
 - (ii) any communication from the Information Commissioner, the European Data Protection Board, or any other regulatory authority in connection with Personal Data; or
 - (iii) a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- (i) provide TfL with full co-operation and assistance (within the timescales reasonably required by TfL) in relation to any complaint, communication or request made as referred to in Paragraph 2.2(h) and any request or communication with any Supervisory Authority in relation to Personal Data, including by promptly providing:
 - (i) TfL with full details and copies of the complaint, communication or request;
 - (ii) where applicable, such assistance as is reasonably requested by TfL to enable TfL to comply with the Subject Access Request within the relevant timescales set out in Data Protection Legislation;
 - (iii) TfL, on request by TfL, with a copy of or information about any Personal Data it holds in relation to a Data Subject and the Supplier shall supply such information or Personal Data to TfL within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Working Days from the date of the request; and
 - (iv) where applicable, such assistance as is reasonably required by TfL to enable TfL to comply with a request from a Data Subject to:
 - (A) rectify, block or erase any Personal Data; and/or
 - (B) inform Third Parties of the need to erase any links to, or copies of, Personal Data in accordance with the requirements of Data Protection Legislation and the Supplier shall supply such assistance to TfL within such time and in such manner as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Working Days from the date of the request;
- (j) notify TfL without undue delay and in any event within twenty-four (24) hours by written notice with all relevant details reasonably available of any Personal Data breach, breach of security and/or of this Agreement and/or this Paragraph 2 in relation to Personal Data including unauthorised or unlawful access or Processing of, or accidental loss, destruction or damage of any Personal Data, and:

- (i) keep TfL properly and regularly informed consequently until the breach has been resolved to the satisfaction of TfL; and
 - (ii) provide TfL with all reasonable assistance in meeting its obligations under the Data Protection Legislation with respect to the notification of Personal Data breaches;
 - (k) as and when required by, and in accordance with the requirements of Data Protection Legislation, appoint a designated data protection officer within the Supplier's organisation;
 - (l) if requested by TfL, provide a written description of the measures that it has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Paragraph 2 and provide to TfL copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy audit carried out at the request of the Supplier itself or TfL;
 - (m) where requested to do so by TfL, and where Processing operations of Personal Data present specific risks to privacy, carry out a Privacy Impact Assessment or assist TfL in relation to its obligations with respect to Privacy Impact Assessments, in accordance with guidance issued from time to time by the Information Commissioner or the European Data Protection Board or statutory requirements and make the results of such an assessment available to TfL;
 - (n) maintain, and make available to TfL on its request, documentation, central register or inventory which describes the Processing operations for which it is responsible and specifies: the purposes for which Personal Data is Processed including the legitimate interests pursued by TfL where Processing is based on this lawful basis; the categories of Personal Data and Data Subjects involved; the source(s) of the Personal Data; the recipients of the Personal Data; the location(s) of any overseas Processing of those Personal Data; retention periods for different types of Personal Data; and where possible, a general description of the security measures in place to protect the Personal Data;
 - (o) co-operate as TfL requires with any investigation or audit in relation to the Processing of Personal Data including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to this Agreement or in relation to Data Protection Legislation), whether by TfL (or on its behalf), by any central or local government audit authority, the Information Commissioner, the European Data Protection Board, the police or otherwise and shall do so both during this Agreement and after its termination or expiry (for so long as the Party concerned retains and/or otherwise Processes Personal Data); and
 - (p) comply with the following TfL information governance policies: (i) the Information Access Policy; (ii) Schedule 12 (*Records Retention*); (iii) the Information Security Policy; and (iv) the Privacy and Data Protection Policy.
- 2.3 Where the Supplier acts as a Data Processor on behalf of TfL, the Supplier shall not, and shall procure that any Sub-contractor shall not, Process or otherwise transfer any Personal Data in or to any Restricted Countries without prior written consent from TfL (which consent may be subject to additional conditions imposed by TfL) (TfL consents to the transfer of user log in details to Spain and billing details to South Africa and India). If, after the Effective Date, the Supplier or any Sub-contractor wishes to Process and/or transfer any Personal Data in or to any Restricted Countries, the following provisions shall apply:
- (a) the Supplier shall submit a Supplier Proposed Variation to TfL which, if TfL agrees to such Supplier Proposed Variation, shall be dealt with in accordance with the Variation Procedure and Paragraphs 2.3(b) to 2.3(d);
 - (b) the Supplier shall set out in the relevant Supplier Proposal details of the following:
 - (i) the Personal Data which will be transferred to and/or Processed in any Restricted Countries;

- (ii) the Restricted Countries which the Personal Data will be transferred to and/or Processed in;
 - (iii) any Sub-contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries; and
 - (iv) how the Supplier shall ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure TfL's compliance with Data Protection Legislation;
 - (c) in providing and evaluating the Supplier Proposed Variation and Privacy Impact Assessment, the Parties shall ensure that they have regard to and comply with then-current TfL, Central Government Bodies, Information Commissioner Office and European Data Protection Board policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and
 - (d) the Supplier shall comply with such other instructions and shall carry out such other actions as TfL may notify in writing, including:
 - (i) incorporating standard and/or model clauses (which are approved by the Information Commissioner's Office as offering adequate safeguards under the Data Protection Legislation) into this Agreement or a separate data Processing agreement between the Parties or implementing any other measure specified by TfL to ensure that the transfer to and/or Processing in any Restricted Countries enables TfL to meet its obligations under the Data Protection Legislation in respect of such transfer and/or Processing; and
 - (ii) procuring that any Sub-contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:
 - (A) a direct data Processing agreement with TfL on such terms as may be required by TfL; or
 - (B) a data Processing agreement with the Supplier on terms which are equivalent to those agreed between TfL and the Supplier relating to the relevant Personal Data transfer,

and in each case which the Supplier acknowledges may include the incorporation of model contract provisions (which are approved by the Information Commissioner's Office as offering adequate safeguards under the Data Protection Legislation) and technical and organisation measures which TfL deems necessary for the purpose of protecting Personal Data.
- 2.4 Where the Supplier acts as a Data Processor on behalf of TfL, the Parties acknowledge that, with respect to Processing or transfers of Personal Data which are expressly set out in the Supplier Solution, the Supplier does not require the prior written consent of TfL, nor does the Supplier need to submit a Supplier Proposed Variation as set out in Paragraphs 2.3(a) to 2.3(c) and may transfer Personal Data to a Restricted Country subject to complying with the obligations set out in Paragraph 2.3(d).
- 2.5 Where the Supplier acts as a Data Processor on behalf of TfL, the Supplier shall use its reasonable endeavours to assist TfL to comply with any obligations under Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause TfL to breach any of TfL's obligations under Data Protection Legislation to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.
- 2.6 Where the Supplier acts as a Data Processor on behalf of TfL, TfL remains solely responsible for determining the purposes and manner in which Personal Data are to be Processed. Subject always to Clause 14.4 (*Terms of Key Sub-contracts*), the Supplier shall not share any Personal Data with any Sub-contractor or third party without prior written consent from TfL (in this Agreement or otherwise) and unless there is a written contract in place with the Supplier which requires the Sub-contractor or third party:

- (a) only to Process Data and Personal Data in accordance with TfL's written instructions to the Supplier; and
- (b) to comply with the same obligations with which the Supplier is required to comply with under this Paragraph 2,

provided always that no Sub-contractor may assign or sub-contract their rights or obligations under such (Sub-)contract and/or may not Process or permit the Processing of Personal Data inside any Restricted Countries without the explicit prior written consent of TfL. The Supplier remain liable for the acts and omissions of its Sub-contractors in relation to its processing obligations to the same extent that the Supplier would be liable if it was performing the services of each Sub-contractors directly under the terms of this Agreement.

2.7 Where the Supplier acts as a Data Processor on behalf of TfL, the Supplier shall not process Personal Data following termination or expiry of this Agreement, save as permitted by this Paragraph 2. Following termination or expiry of this Agreement, howsoever arising, the Supplier:

- (a) may Process Personal Data only for so long and to the extent as is necessary properly to comply with its non-contractual obligations arising under Law;
- (b) subject to Paragraph 2.7(a), shall not retain any copy, abstract, précis or summary of any Personal Data and will:
 - (i) on the instructions of TfL, either securely destroy, or securely and promptly return, to TfL (in such usable format as and to the extent TfL may require) the Personal Data accordingly; or
 - (ii) in the absence of instructions from TfL, after twelve (12) months from the expiry or termination of this Agreement, securely destroy the Personal Data, and confirm to TfL that such destruction or other action required by TfL has taken place.

2.8 With respect to Personal Data provided by TfL to the Supplier for which the Supplier acts as a Data Controller but the Parties do not act as Joint Controllers, the Supplier shall:

- (a) comply with Data Protection Legislation in respect of its Processing of such Personal Data as Data Controller; and
- (b) not do anything to cause TfL to be in breach of Data Protection Legislation.

ANNEX 1**DETAILS OF PROCESSING PERSONAL DATA****1. INTRODUCTION**

The purpose of this Annex is to set out a description of the processing of Personal Data pursuant to this Agreement as required by Article 28(3) of the UK GDPR.

2. SUBJECT MATTER AND DURATION OF THE PROCESSING OF PERSONAL DATA

The subject matter and duration of the processing of the Personal Data are set out in Schedule 9 to this Agreement.

3. THE NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA

The nature and purpose of the processing of the Personal Data are set out in the terms and conditions of this Agreement and concern the delivery and provision of the machine-to-machine communications services under this Agreement by the Supplier.

4. THE CATEGORIES OF DATA SUBJECT TO WHOM THE PERSONAL DATA RELATES

The categories of Data Subject may include some or all of the following:

TfL Personnel

5. THE TYPES OF PERSONAL DATA TO BE PROCESSED

The Personal Data Processed may include some or all of the following:

Name

Log in details

6. SPECIAL CATEGORIES OF PERSONAL DATA TO BE PROCESSED

Special Categories of Personal Data Processed may include some or all of the following:

N/A

7. THE OBLIGATIONS AND RIGHTS OF TFL

The obligations and rights of TfL are set out in the terms and conditions of this Agreement.



**TRANSPORT FOR LONDON
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**Agreement for the provision of
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1. INTRODUCTION

The purpose of this Schedule 10 is to:

- 1.1.1 set out the Supplier's obligations in relation to maintaining adequate insurance in order to mitigate risks arising under this Agreement; and
- 1.1.2 require the Supplier to satisfy TfL on an ongoing basis that it is maintaining adequate insurance in accordance with the requirements of this Schedule 10, (each such objective being a "**TfL Objective**").

2. OBLIGATION TO MAINTAIN INSURANCES

- 2.1 Without prejudice to its obligations to TfL under this Agreement, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule 10 take out and maintain, or procure the taking out and maintenance of, the insurances set out in Annex 1 (*Required Insurances*) and any other insurances as may be required by Applicable Law (together the "**Insurances**").
- 2.2 The Insurances shall be maintained for the durations specified in this Schedule 10 in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent supplier in respect of risks insured in the international insurance market from time to time.
- 2.3 The Insurances shall be taken out and maintained with insurers who are:
 - 2.3.1 of good financial standing;
 - 2.3.2 appropriately regulated; and
 - 2.3.3 except in the case of any Insurances provided by a member of the Supplier Group, of good repute in the international insurance market.
- 2.4 If any Insurances are provided by a member of the Supplier Group, the Supplier shall provide to TfL on the Effective Date (or inception of the relevant Insurances if later) and thereafter within ten (10) Working Days of written request from TfL evidence of good financial standing of the relevant member of the Supplier Group in a form satisfactory to TfL. If TfL is not satisfied that such evidence demonstrates the financial standing of the relevant member of the Supplier Group to provide such Insurance, TfL shall be entitled to require the Supplier to obtain such Insurance on commercial terms from an insurer of good repute in the international insurance market.
- 2.5 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which TfL shall be indemnified in respect of claims made against TfL in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

3. GENERAL OBLIGATIONS

Without limiting the other provisions of this Agreement, the Supplier shall:

- 3.1.1 take or procure the taking of all reasonable risk management and risk control measures as it would be reasonable to expect of a prudent supplier acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- 3.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
- 3.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

4. FAILURE TO INSURE

4.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances or to cancel, rescind or suspend any of the Insurances.

4.2 If the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, TfL may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and TfL shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

5. EVIDENCE OF INSURANCES

The Supplier shall upon the Effective Date and within fourteen (14) days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to TfL, that the Insurances are in force and effect and meet in full the requirements of this Schedule 10. Receipt of such evidence by TfL shall not in itself constitute acceptance by TfL or relieve the Supplier of any of its liabilities and obligations under this Agreement.

6. AGGREGATE LIMIT OF INDEMNITY

6.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":

6.1.1 if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to TfL its proposed solution for maintaining the minimum limit of indemnity specified; and

6.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Supplier shall:

(A) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or

(B) if the Supplier is or has reason to believe that it shall be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to TfL full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

7. CANCELLATION

7.1 Subject to Paragraph 7.2, the Supplier shall notify TfL in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

7.2 Without prejudice to the Supplier's obligations under Paragraph 5, Paragraph 7.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule 10.

8. INSURANCE CLAIMS

8.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Agreement for which it may be entitled to claim under any of the Insurances. In the event that TfL receives a claim relating to or arising out of the Services and/or this Agreement, the Supplier shall co-operate with TfL and assist TfL in dealing with

such claims at the Supplier's own expense including without limitation providing information and documentation in a timely manner.

- 8.2 Except where TfL is the claimant party, the Supplier shall give TfL notice within twenty (20) Working Days after any insurance claim in excess of fifty thousand pounds sterling (£50,000) relating to or arising out of the provision of the Services or this Agreement on any of the Insurances and (if required by TfL) full details of the incident giving rise to the claim.
- 8.3 If any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 8.4 If any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from TfL any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise.

ANNEX 1
REQUIRED INSURANCES
PART A

THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1. **INSURED**
The Supplier (**the "Insured"**).
2. **INTEREST**
To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:
 - 2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person;
and
 - 2.1.2 loss of or damage to property,
happening during the period of insurance (as specified in Paragraph 5 of this Part A) and arising out of or in connection with the provision of the Services and in connection with this Agreement.
3. **LIMIT OF INDEMNITY**
Not less than ten million pounds sterling (£10,000,000) per incident.
4. **TERRITORIAL LIMITS**
None.
5. **PERIOD OF INSURANCE**
From the Effective Date throughout the Term.
6. **COVER FEATURES AND EXTENSIONS**
 - 6.1 Indemnity to principals clause.
 - 6.2 Financial loss extension.
7. **PRINCIPAL EXCLUSIONS**
 - 7.1 War and related perils.
 - 7.2 Nuclear and radioactive risks.
 - 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
 - 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
 - 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
 - 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
 - 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
 - 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8. **MAXIMUM DEDUCTIBLE THRESHOLD**

Not to exceed one hundred thousand pounds sterling (£100,000) for each and every third party property damage claim (personal injury claims to be paid in full).

PART B**PROFESSIONAL INDEMNITY INSURANCE****1. INSURED**

The Supplier (the "Insured").

2. INTEREST

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in Paragraph 5 of this Part B) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3. LIMIT OF INDEMNITY

Not less than ten million pounds sterling (£10,000,000) in respect of any one (1) claim and in the aggregate per annum, for the duration of this Agreement and for six (6) years after the expiry or termination of this Agreement exclusive of defence costs which are payable in addition.

4. TERRITORIAL LIMITS

None.

5. PERIOD OF INSURANCE

From the Effective Date throughout the Term and for a period of six (6) years thereafter.

6. COVER FEATURES AND EXTENSIONS

Retroactive cover to apply to any claims made policy wording in respect of this Agreement or retroactive date to be no later than the Effective Date.

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

8. MAXIMUM DEDUCTIBLE THRESHOLD

Not to exceed five hundred thousand pounds sterling (£500,000) for each and every claim.

PART C

UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under Applicable Law in full, including, UK employer's liability insurance with an indemnity limit of not less than five million pounds sterling (£5,000,000) per incident, or more as prescribed as the minimum statutory amount required, and motor third party liability insurance.

PART D**PROPERTY DAMAGE INSURANCE****1. INSURED**

The Supplier (the "**Insured**").

2. INTEREST

All real and personal property owned by the Insured or for which the Insured is responsible or for which the Insured deems itself responsible or which the Insured has agreed to insure against all risks of physical loss, destruction or damage whether total or partial caused by fire, storm, tempest, flood, earthquake, subsidence, heave, landslip, lightning, explosion, terrorism, impact, aircraft and other aerial devices and articles dropped therefrom, riot, civil commotion, malicious damage, bursting or overflowing of water tanks apparatus or conduits, theft, accidental damage and such other risks as are customarily insured under a property damage "all risks" policy.

3. LIMIT OF INDEMNITY

The full reinstatement value of the property.

4. TERRITORIAL LIMITS

None.

5. PERIOD OF INSURANCE

From the Effective Date throughout the Term.

6. COVER FEATURES AND EXTENSIONS

6.1 TfL's interest shall be noted on the policy.

7. PRINCIPAL EXCLUSIONS

7.1 War.

7.2 Motor vehicles licensed for road use whilst being used within the provision of the Road Traffic Acts.

7.3 Inherent vice, latent defect, wear and tear, defective materials, rust, faulty or defective design, vermin.

7.4 Pollution or contamination unless by a defined peril.

7.5 Changes in water table.

7.6 Pressure waves caused by aircraft aerial devices travelling at sonic or supersonic speed.

7.7 Normal settlement.

8. MAXIMUM DEDUCTIBLE THRESHOLD

Not to exceed one hundred thousand pounds sterling (£100,000) for each and every claim.



TRANSPORT FOR LONDON
and
TELEFONICA UK LIMITED

Agreement for the provision of
Mobile Services Lot 2
Schedule 11
Access Agreement

Transport for London
14 Pier Walk
London
SE10 0ES

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[GLA Entity]
and
TELEFONICA UK LIMITED

**Agreement for the provision of
Mobile Services Lot 2**

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THIS AGREEMENT is made on _____

BETWEEN:

- (1) **[GLA Entity]** of [●] ("**Customer**"); and
- (2) **TELEFONICA UK LIMITED**, a company registered in England and Wales under company number 01743099 whose registered office is at 500 Brook Drive, Reading, RG2 6UU (the "**Supplier**"),

(each a "**Party**" and together the "**Parties**").

INTRODUCTION

- (A) TfL is a functional body of the Greater London Authority and manages transport services across London.
- (B) On 3 October 2022 TfL advertised in the 'Find a Tender' service, inviting prospective suppliers to submit proposals for the Services.
- (C) The Supplier is a leading provider of mobile services and has experience in providing services that are equivalent to the Services.
- (D) On the basis of the Supplier's response to the advertisement and a subsequent tender process, TfL selected the Supplier to provide the Services.
- (E) TfL and the Supplier entered into an agreement for the provision of mobile services on _____ ("**TfL Services Contract**"). The TfL Services Contract provides the right for specified GLA entities to enter into a direct agreement with Supplier and this Agreement is entered into pursuant to those provisions.
- (F) The Parties have agreed to contract with each other in accordance with the terms and conditions set out below.

IT IS AGREED as follows:

SECTION A - PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (*Definitions*) or the relevant Schedule in which that capitalised expression appears.
- 1.2 In this Agreement, unless the context otherwise requires:
 - (a) the singular includes the plural and vice versa;
 - (b) reference to a gender includes the other gender and the neuter;
 - (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity;
 - (d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time including any Laws as amended or repealed to deal with the UK's exit from the European Union;
 - (e) the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
 - (f) references to "**writing**" include typing, printing, lithography, photography, display on a screen, email, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - (g) the headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement;
 - (h) unless otherwise provided, references to Clauses and Schedules are references to the clauses and schedules of this Agreement and references in any Schedule to

Paragraphs, Parts and Annexes are, unless otherwise provided, references to the paragraphs, parts and annexes of the Schedule or the Part of the Schedule in which the references appear; and

- (i) references to this Agreement are references to this Agreement as amended from time to time.

1.3 If there is any conflict between the Clauses and the Schedules and/or any Annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the Clauses (excluding Clause 5.3(d) (*Services*) insofar as it relates to the Supplier Solution);
- (b) Schedules 2A (*Services*) and 2B (*Service Levels*) and their Annexes;
- (c) any other Schedules and their Annexes (other than Schedule 3.1 (*Supplier Solution*) and its Annexes); and
- (d) Clause 5.3(d) (*Services*) insofar as it relates to the Supplier Solution, Schedule 3.1 (*Supplier Solution*) and its Annexes (if any).

1.4 The Schedules and their Annexes form part of this Agreement.

2. DUE DILIGENCE

2.1 The Supplier acknowledges that:

- (a) Customer has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Agreement;
- (b) it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the information made available to it by Customer;
- (c) it has satisfied itself (whether by inspection or having raised all relevant questions with Customer before the Effective Date) of all relevant details relating to:
 - (i) the Service Requirements;
 - (ii) the nature of the services provided by the Former Supplier and the Services; and
 - (iii) the operating standards, processes and procedures and the working methods of Customer;
- (d) it has completed all due diligence it deems necessary prior to entering into this Agreement;
- (e) Customer shall not be required to Approve any Variations to this Agreement requested by the Supplier as a result of any due diligence that it conducts after the Effective Date; and
- (f) it shall not be entitled to make any claim whatsoever (including any claim for additional money) against Customer on the grounds that incorrect or insufficient information on any matter relating to the Services or this Agreement was given to it by any person, whether or not a member of the Customer Group.

2.2 The Supplier shall not be excused from the performance of any of its obligations under this Agreement on the grounds of, nor, shall the Supplier be entitled to recover any additional costs or Charges arising as a result of:

- (a) any misinterpretation of the Service Requirements or the Supplier's other obligations under this Agreement; or
- (b) any failure by the Supplier to satisfy itself as to the accuracy and adequacy of the information provided by Customer.

2.3 Notwithstanding any other terms of this Agreement, Customer does not warrant in any way the accuracy, adequacy or completeness of the information provided by Customer.

3. WARRANTIES

3.1 As at the Effective Date, Customer represents and warrants that:

- (a) it has full capacity and authority to enter into and to perform this Agreement;
- (b) this Agreement is executed by its duly authorised representative; and
- (c) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law).

3.2 As at the Effective Date, the Supplier represents and warrants that:

- (a) it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- (b) it has full capacity and authority to enter into and to perform this Agreement;
- (c) this Agreement is executed by its duly authorised representative;
- (d) it has all necessary consents and regulatory approvals to enter into this Agreement;
- (e) there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it or any member of the Supplier Group that might affect its ability to perform its obligations under this Agreement;
- (f) its execution, delivery and performance of its obligations under this Agreement shall not constitute a breach of any Applicable Law or obligation applicable to it and shall not cause or result in a default under any agreement by which it is bound;
- (g) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law);
- (h) all written statements and representations in any written submissions made by the Supplier as part of the procurement process, its tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Agreement or to the extent that the Supplier has otherwise disclosed to Customer in writing prior to the date of this Agreement;
- (i) it has notified Customer in writing of any Occasion of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
- (j) it has all necessary rights in and to the Service Materials and Service Deliverables which are necessary for the performance of the Supplier's obligations under this Agreement and/or the receipt of the Services by Customer;
- (k) it is not subject to any contractual obligation, compliance with which will or is reasonably likely to have a material adverse effect on its ability to perform its obligations under this Agreement; and
- (l) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or Key Sub-contractors or for their dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's or Key Sub-contractor's assets or revenues.

3.3 The representations and warranties set out in Clause 3.2 (*Warranties*) shall be deemed to be repeated by the Supplier on the Service Commencement Date by reference to the facts then existing.

3.4 Each of the representations and warranties set out in Clauses 3.1 and 3.2 (*Warranties*) shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Agreement.

- 3.5 If at any time a Party becomes aware that a representation or warranty given by it under Clause 3.1 or 3.2 (*Warranties*) has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 3.6 For the avoidance of doubt, notwithstanding the fact that any provision within this Agreement is expressed as a warranty given by the Supplier, such provision shall be deemed to be an obligation for the purposes of any right of termination which Customer may have in respect of a breach of that provision by the Supplier.
- 3.7 Except as expressly stated in this Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

SECTION B - THE SERVICES

4. TERM

- 4.1 This Agreement shall come into force on the Effective Date. The duration of this Agreement includes:
- (a) the Initial Term (excluding if this Agreement terminates earlier pursuant to Clause 28 (*Termination Rights*), any such period after the termination date);
 - (b) if applicable pursuant to Clause 4.2 (*Term*), all Extension Periods (excluding if this Agreement terminates earlier pursuant to Clause 28 (*Termination Rights*), any such period after the termination date); and
 - (c) all Exit Periods,
- and this Agreement terminates on the Expiry Date (such period of duration being the "**Term**").
- 4.2 Subject to Clause 4.3, Customer may elect to extend the Term by one (1) or more Extension Period(s), on the same terms and conditions, provided that such Extension Period(s) may not, in aggregate, exceed seven (7) years in total. Customer shall give Supplier at least three (3) months' notice of each such extension before the end of the then-current Initial Term or Extension Period (as applicable).
- 4.3 Customer shall be entitled to renew the Agreement after the Initial Term pursuant to Clause 4.2 as follows:
- (a) for one or more Fixed Rate Extension Period(s); and
 - (b) in respect of the period after a Fixed Rate Extension Period (in absence of a further Fixed Rate Extension Period applying), in accordance with Clause 4.2,
- in each case (and in aggregate) subject to the maximum renewal period referred to in Clause 4.2.

5. SERVICES

- 5.1 It is acknowledged and agreed that the key objectives that Customer has in procuring the Services from the Supplier are to:
- (a) transfer the provision of the services provided by the Former Supplier (to the extent applicable) to the Supplier with minimal disruption (and in any case, without unplanned disruption) to the Services or the Service Recipients and in a manner consistent with the Transition Plan;
 - (b) have in place performance, reporting and contract management processes which enable and promote an efficient and open relationship between Customer and the Supplier;
 - (c) ensure that the Services represent value for money throughout the Term;
 - (d) ensure that the Charges are calculated correctly and transparently and the Charges are appropriately adjusted to reflect performance; and
 - (e) ensure the successful transition of the provision of the Services from the Supplier to the provision of Replacement Services by one or more Replacement Suppliers with

minimal disruption to the Services, the Service Recipients, Other Supplier or Third Parties and in a manner consistent with the Exit Plan,

(which, together with the objectives identified in the Schedules as Customer Objectives, form the "**Customer Objectives**").

- 5.2 Save as described in Clause 6 (*Transition*) the Supplier shall provide the Services from (and including) the Effective Date.
- 5.3 The Supplier shall:
- (a) perform its obligations under this Agreement, including in relation to the supply of the Services:
 - (i) in a manner that is consistent with the Customer Objectives;
 - (ii) in accordance with the Service Requirements;
 - (iii) in a professional manner and with reasonable care and skill;
 - (iv) using appropriately experienced, trained and qualified personnel;
 - (v) in a timely, economic, efficient and reliable manner;
 - (vi) in an open and honest manner;
 - (vii) in accordance with all Applicable Law;
 - (viii) subject to Clause 5.5(b) (*Services*), in a manner that does not hinder or prevent Customer's compliance with Applicable Laws;
 - (ix) in accordance with Good Industry Practice; and
 - (x) in accordance with the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 5.3(a)(i) to 5.3(a)(ix) (*Services*);
 - (b) at all times comply with the provisions set out in Schedule 2B (*Service Levels*);
 - (c) deliver the Services using efficient business processes and ways of working having regard to Customer's obligation to ensure value for money; and
 - (d) provide the Services in accordance with the Supplier Solution and any Variations implemented in accordance with this Agreement.
- 5.4 If the Supplier becomes aware of any inconsistency between the requirements of Clauses 5.3(a)(i) to 5.3(a)(ix) (*Services*), the Supplier shall immediately notify the Customer Representative in writing of such inconsistency and the Customer Representative shall, as soon as reasonably practicable, notify the Supplier which requirement the Supplier shall comply with.
- 5.5 Customer acknowledges and agrees that if the service requirements specified by Customer in this Agreement are inconsistent with Customer's obligations under Applicable Law, then:
- (a) if Customer wishes to amend such requirements to achieve compliance with the relevant Applicable Law, it shall do so (and pay any associated Charges) in accordance with the Variation Procedure; and
 - (b) the Supplier's provision of the Services in accordance with such requirements prior to implementation of any Variation proposed by Customer pursuant to Clause 5.5(a) (*Services*) shall not (in itself) be a breach of Clause 5.3(a)(viii) (*Services*).

Supplier covenants

- 5.6 The Supplier shall:
- (a) at all times allocate sufficient resources with the appropriate technical expertise to provide the Services in accordance with this Agreement;
 - (b) obtain, and maintain throughout the duration of this Agreement, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Services;
 - (c) ensure that:

- (i) it shall continue to have all necessary rights in and to the Service Materials and Service Deliverables which are necessary for the performance of the Supplier's obligations under this Agreement and/or the receipt of the Services by Customer; and
- (ii) any products or services recommended or otherwise specified by the Supplier for use by Customer in conjunction with the Services shall enable the Services to meet the Service Requirements;
- (d) minimise any disruption to the Services or the Service Recipients when carrying out its obligations under this Agreement;
- (e) co-operate with any Other Supplier notified to the Supplier by Customer from time to time by providing:
 - (i) reasonable information;
 - (ii) advice; and
 - (iii) reasonable assistance,
 in connection with the Services to any such Other Supplier to enable such Other Supplier to create and maintain technical or organisational interfaces with the Services and, on the expiry or termination of this Agreement for any reason, to enable the timely transition of the Services (or any of them) to Customer and/or to any Replacement Supplier in accordance with the following collaborative working principles:
 - (iv) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
 - (v) being open, transparent and responsive in sharing relevant and accurate information with such Other Suppliers;
 - (vi) where reasonable, adopting common working practices, terminology, standards and technology;
 - (vii) a collaborative approach to service development and resourcing with such Other Suppliers;
 - (viii) providing reasonable cooperation, support, information and assistance to such Other Suppliers in a proactive, transparent and open way and in a spirit of trust and mutual confidence;
 - (ix) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle; and
- (f) ensure that any Documents provided by the Supplier to Customer are comprehensive, accurate and prepared in accordance with Good Industry Practice;
- (g) provide Customer with such assistance as Customer may reasonably require during the Term in respect of the supply of the Services;
- (h) gather, collate and provide such information and co-operation as Customer may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Agreement;
- (i) notify Customer in writing within ten (10) Working Days of any Change of Control taking place;
- (j) notify Customer in writing within ten (10) Working Days of Supplier becoming aware of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might materially affect its ability to perform its obligations under this Agreement; and
- (k) ensure that neither it, nor any member of the Supplier Group brings Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in Customer.

- 5.7 Any obligation in this Agreement which requires the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-contractors and Supplier Personnel also do, or refrain from doing, such act or thing.

Co-operation with Customer and other parties

- 5.8 The Supplier shall (and shall procure that all Sub-contractors and Supplier Personnel shall), at no additional cost to Customer, co-operate fully and promptly with Customer and Customer Personnel and, to the extent reasonably requested by Customer, Other Suppliers and Third Parties in relation to all activities relating to the subject matter of this Agreement and any points of integration, interoperability, interface or dependency between: (i) the Services; and (ii) Customer's systems and associated activities or services provided by or to Other Suppliers and Third Parties, in each case including:

- (a) in connection with Transition; and
- (b) in connection with root cause analysis and other steps required to be taken under Schedule 2B (*Service Levels*).

Continuing obligation to provide the Services

- 5.9 Subject to Clause 5.10 (*Continuing obligation to provide the Services*), the Supplier shall continue to perform all of its obligations under this Agreement throughout the Term and shall not suspend the supply of the Services, notwithstanding:

- (a) any withholding of the Charges by Customer pursuant to Clause 9.6 (*Set off and Withholding*); or
- (b) the existence of an unresolved Dispute.

- 5.10 The Supplier shall be entitled to suspend the Services, providing Customer as much prior notice as reasonably practicable, to the extent that:

- (a) the Supplier is directed by any relevant regulatory body to suspend telecommunication services which form part of the Services and the circumstances which led to such direction are beyond the Supplier's control (and do not constitute, in whole or in part, a breach of this Agreement or of a telecommunications authorisation by the Supplier);
- (b) to safeguard the security and integrity of the Supplier Network or to reduce the incidence of fraud, in each case where such risks arise from the misuse of the Services;
- (c) the Supplier is required to suspend parts of the Supplier Network for maintenance purposes provided that such suspension does not have a material adverse effect on the provision of the Services and does not breach the terms of Schedule 2B; or
- (d) if the Supplier has the right to terminate this Agreement pursuant to Clause 28.3.

- 5.11 In relation to any suspension of Services permitted under Clause 5.10 (*Continuing obligation to provide the Services*), the Supplier shall:

- (a) keep Customer informed throughout any such suspension; and
- (b) restore the provision of the Services promptly after the circumstances which required the suspension cease to apply.

No exclusivity

- 5.12 The Parties acknowledge and agree that the provision and receipt of the Services between Customer and the Supplier shall be on a non-exclusive basis. Each of Customer and the Supplier shall be free to procure services from and provide services to (as applicable) any Other Supplier or Third Party and, without limiting the foregoing, Customer may procure the provision of services equivalent to the Services from any Other Supplier or Third Party during the Term and at any other time.

Use of the services

- 5.13 In using the Services, Customer shall:

- (a) comply with Applicable Laws; and
- (b) not use the Services for any immoral, obscene, defamatory, harmful, offensive or otherwise unlawful purpose.

6. TRANSITION

Transition Plan

- 6.1 The Parties shall comply with the provisions of Schedule 4 (*Transition*) in relation to the Outline Transition Plan and the process for preparation, finalisation, implementation and maintenance of the Detailed Transition Plan.
- 6.2 The Supplier shall:
- (a) comply with the Transition Plan; and
 - (b) ensure that each Milestone is Achieved on or before its Milestone Date.

Continuity of Services

- 6.3 The Supplier shall:
- (a) on and from the Effective Date until the Service Commencement Date, use all reasonable endeavours to minimise disruption to and any reduction in the quality or efficiency of the services being delivered by the Former Supplier(s) to Customer (to the extent reasonably within the control of the Supplier); and
 - (b) on and from the Service Commencement Date until the date by when Transition is completed, use all reasonable endeavours to minimise disruption to and any reduction in the quality or efficiency of the Services,
- in each case as a result of Transition.

Applicability of obligations during Transition

- 6.4 From the Service Commencement Date, the Supplier shall comply with all of its obligations under this Agreement in respect of the Services.

7. MOBILE DEVICE TERMS

- 7.1 All Supplier Devices supplied to Customer shall be supplied on the following terms:
- (a) title to Supplier Devices (excluding any embedded Software) shall transfer from the Supplier to Customer on delivery with full title guarantee;
 - (b) no Supplier Devices may be 'locked' to the Supplier Network; and
 - (c) all Supplier Devices shall be free from defects and shall comply with the applicable Device Specification for the Device Warranty Period.

8. ACCESS

- 8.1 Customer shall grant the Supplier access to Customer Sites and Third Party Sites as is reasonably required in order for the Supplier to provide the Services.
- 8.2 Access by the Supplier (and Supplier Personnel) shall be subject to Customer's standard access regulations and policies (including the requirement for such Supplier Personnel to be accompanied by a Customer representative in relation to certain areas).

SECTION C - PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS

9. FINANCIAL AND TAXATION MATTERS

Charges and Invoicing

- 9.1 Customer shall pay the Charges to the Supplier in accordance with the charges and the invoicing procedure specified in Schedule 5.1 (*Charges and Invoicing*).
- 9.2 Without prejudice to Customer's rights and remedies under this Agreement or at Law, and except as otherwise expressly set out in this Agreement, each Party shall each bear its own costs and expenses incurred in complying with this Agreement.
- 9.3 If Customer fails to pay any undisputed Charges properly invoiced under this Agreement, interest shall accrue at the rate of two per cent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Agreement from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty

five (365) day year and compounded at monthly intervals. The Parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

VAT

- 9.4 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by Customer following delivery of a valid VAT invoice.
- 9.5 The Supplier shall indemnify Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 9.5 (VAT) shall be paid in cleared funds by the Supplier to Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by Customer.

Set-off and Withholding

- 9.6 Customer may set off any amount owed by the Supplier to Customer against any amount due to the Supplier under this Agreement.
- 9.7 If Customer wishes to set off any amount owed by the Supplier to Customer against any amount due to the Supplier pursuant to Clause 9.6 (*Set-off and Withholding*), it shall give notice to the Supplier within thirty (30) days of receipt of the relevant Invoice, setting out Customer's reasons for withholding or retaining the relevant Charges.

Benchmarking

- 9.8 The Parties acknowledged that the TfL Services Contract is subject to benchmarking and the rates under this Agreement shall be reduced in line with the outcome of any benchmarking review under the TfL Services Contract which reduces the rates under that contract.

Promoting Tax Compliance

- 9.9 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
- (a) notify Customer in writing of such fact within five (5) Working Days of its occurrence; and
 - (b) promptly provide to Customer:
 - (i) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (ii) such other information in relation to the Occasion of Tax Non-Compliance as Customer may reasonably require.

SECTION D - CONTRACT GOVERNANCE

10. GOVERNANCE

- 10.1 The Parties shall comply with the provisions of Schedule 6.1 (*Governance*) in relation to the management and governance of this Agreement and the activities performed in relation thereto.

Representatives

- 10.2 Each Party shall have a representative for the duration of this Agreement who shall have authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Agreement.
- 10.3 The initial Supplier Representative shall be the person named as such in Schedule 6 (*Governance*). Any change to the Supplier Representative shall be agreed in accordance with Clause 13 (*Supplier Personnel*).
- 10.4 The Supplier Representative may (but is not required to) from time to time delegate his or her authority to one (1) or more persons (each a "**Supplier Contract Manager**"). The Supplier may, by written notice to Customer, revoke or amend the authority of the Supplier Contract Manager(s) or appoint a new Supplier Contract Manager. Customer shall be entitled to assume that the Supplier Contract Manager(s) have authority to act on behalf of the Supplier unless specifically notified to the contrary.

- 10.5 Customer shall notify the Supplier of the identity of the initial Customer Representative within five (5) Working Days of the Effective Date. Customer may, by written notice to the Supplier, revoke or amend the authority of the Customer Representative or appoint a new Customer Representative.
- 10.6 The Customer Representative may from time to time delegate his or her authority to one (1) or more persons (each a "**Customer Contract Manager**"). Customer may, by written notice to the Supplier, revoke or amend the authority of the Customer Contract Manager(s) or appoint a new Customer Contract Manager. The Supplier shall be entitled to assume that the Customer Contract Manager(s) have authority to act on behalf of Customer unless specifically notified to the contrary.

11. RECORDS

- 11.1 The Supplier shall comply with the provisions of Schedule 12 (*Records Retention*).

12. VARIATION AND CHANGE

Variation Procedure

- 12.1 Any requirement for a Variation shall be subject to the Variation Procedure set out in Schedule 6.2 (*Variation Procedure*).

Change in Law

- 12.2 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Agreement nor be entitled to an increase in the Charges as the result of:

- (a) a General Change in Law; or
- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Effective Date.

- 12.3 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in Clause 12.2(b) (*Change in Law*)), the Supplier shall issue a Supplier Proposed Variation in accordance with Schedule 6.2 (*Variation Procedure*).

- 12.4 Any variation in the Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 12.2(b) (*Change in Law*)) shall be implemented in accordance with the Variation Procedure.

Future procurements

- 12.5 Upon Customer's notification, the Supplier shall co-operate with and provide reasonable information and assistance to Customer and any relevant Other Supplier in respect of the re-tendering of some or all of the Services including by providing the assistance set out in Schedule 7 (*Exit Management*).

SECTION E - SUPPLIER PERSONNEL AND SUPPLY CHAIN

13. SUPPLIER PERSONNEL

- 13.1 The Supplier shall:

- (a) provide in advance of any admission to Customer Sites a list of the names of all Supplier Personnel requiring such admission, specifying the capacity in which they require admission and giving such other particulars as Customer may reasonably require;
- (b) ensure that all Supplier Personnel:
 - (i) are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and due diligence;
 - (ii) are vetted in accordance with Good Industry Practice and, where applicable, the security requirements set out in Clauses 17.10 to 17.15 (*Customer Data and Security Requirements*); and
 - (iii) comply with all relevant Laws in connection with the provision of the Services and all reasonable requirements of Customer concerning conduct at Customer

Sites and Third Party Sites, including the security requirements set out in Clauses 17.10 to 17.15 (*Customer Data and Security Requirements*);

- (c) retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of Customer;
 - (d) be solely responsible for the management of all Supplier Personnel and shall be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of any Supplier Personnel which results in a Default under this Agreement shall be a Default of the Supplier; and
 - (e) procure that, save as otherwise notified by Customer in writing all Supplier Personnel vacate Customer Sites and Third Party Sites immediately upon the termination or expiry of this Agreement (or the relevant Services, as appropriate).
- 13.2 If Customer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in connection with the Services, it may:
- (a) refuse admission to the relevant person(s) to Customer Sites and Third Party Sites; and/or
 - (b) direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).

Employment Indemnity

- 13.3 The Supplier shall both during and after the Term indemnify Customer against all Employee Liabilities that may arise as a result of any claims brought against Customer by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel.

Income Tax and National Insurance Contributions

- 13.4 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration, remuneration or benefits received under or pursuant to this Agreement, the Supplier shall:
- (a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of such consideration, remuneration or benefits; and
 - (b) indemnify Customer against any income tax, national insurance and social security contributions and any related liability, deduction, contribution, assessment, penalty or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel.

Non-solicitation

- 13.5 During the Term and for twelve (12) months thereafter, the Supplier shall not, whether directly or indirectly and whether alone or in conjunction with, or on behalf of, any other person and whether as a principal, shareholder, director, employee, agent, consultant, contractor or otherwise:
- (a) solicit, induce or entice away or endeavour to solicit, induce or entice away or cause to be solicited, induced or enticed away from Customer or from any member of the Customer Group (as applicable); or
 - (b) employ, engage or appoint,
any person employed by or contracted to Customer or any member of the Customer Group (as applicable) in a senior and/or skilled capacity, whether or not such person would breach his or her contract of employment or engagement by leaving Customer or any member of the Customer Group (as applicable).
- 13.6 The restriction not to employ, engage or appoint such individual shall not apply:
- (a) if an individual is employed, engaged or appointed by the Supplier as a result of a response by the individual to a public advertisement;
 - (b) if an individual is employed, engaged or appointed by the Supplier as a result of the operation of the Employment Regulations; or

- (c) if, at the Termination Date, the Supplier had no material confidential information in relation to the individual being employed, engaged or appointed (including in relation to the individual's experience, attributes, remuneration) and if the Supplier had not worked with the individual at any time in the twelve (12) months prior to the Supplier making the offer of employment, engagement or appointment.

14. **SUPPLY CHAIN RIGHTS AND PROTECTIONS**

Appointment of Key Sub-contractors

- 14.1 Without prejudice to Clauses 14.2 (*Appointment of Key Sub-contractors*) and 14.3 (*Key Sub-contracts*), the Supplier shall not sub-contract any of its obligations under this Agreement in relation to a new Service introduced by a Variation which will involve the Supplier entering into Sub-contracts of a value which may exceed two hundred and fifty thousand pounds sterling (£250,000) in total over any period, unless it has:

- (a) given Customer at least twenty (20) Working Days' prior written notice of the identity of the proposed Sub-contractor and the nature, extent and associated Charges relating to the Services to which the Sub-contract relates; and
- (b) demonstrated to Customer's reasonable satisfaction that it has conducted a competitive process in relation to those Sub-contracts prior to selecting the relevant Sub-contractors.

- 14.2 Subject to Clause 14.3 (*Key Sub-contracts*), the Supplier shall not sub-contract any of its obligations under this Agreement to a Key Sub-contractor where the value of the Sub-contract is more than four hundred and seventy five thousand sterling (£475,000) unless the identity of the proposed Sub-contractor and the scope of the sub-contracted obligations is approved in writing in advance by Customer (such consent not to be unreasonably withheld or delayed).

Key Sub-contracts

- 14.3 The Supplier shall notify Customer of the appointment of each Key Sub-contractor and other material Sub-contractors involved in the provision of the Services (which are not Key Sub-contractors) as soon as reasonably practicable following their appointment. The Key Sub-contractors and other material Sub-contractors involved in the provision of the Services (which are not Key Sub-contractors) identified by the Supplier as at the Effective Date are set out in Schedule 3.3 (*Sub-contracting*).

Terms of Key Sub-contracts

- 14.4 The Supplier shall ensure that each Key Sub-contract shall include:
- (a) where it is a contract with a Key Sub-contractor, a provision prohibiting such Key Sub-contractor from further sub-contracting its obligations in relation to the provision of the Services without the Supplier's prior written approval;
- (b) a provision requiring the Key Sub-contractor to comply with requirements consistent with Clause 20 (*Privacy and Data Protection*);
- (c) a provision requiring the Key Sub-contractor to comply with restrictions on corrupt gifts and payments consistent with the restrictions in Clause 35 (*Prevention of Fraud and Bribery*); and
- (d) a provision requiring the Key Sub-contractor to notify Customer promptly in writing of any material non-payment or material late payment of any sums due to the Key Sub-contractor from the Supplier under the Key Sub-contract (and in any event within ten (10) Working Days from the due date for payment).

Supply chain protection

- 14.5 The Supplier shall ensure that all Sub-contracts contain:
- (a) terms and conditions which enable the Supplier to comply with the terms of this Agreement;
- (b) a provision requiring the Supplier to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice; and

- (c) a right for Customer to publish the Supplier's compliance with its obligation to pay undisputed invoices within the specified payment period.
- 14.6 The Supplier shall pay any undisputed sums which are due from it to a Sub-contractor within thirty (30) days from the receipt of a valid invoice.

Retention of Legal Obligations

- 14.7 Notwithstanding the Supplier's right to sub-contract pursuant to this Clause 14 (*Supply Chain Rights and Protections*), the Supplier shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own.

SECTION F - INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1 Subject to Clause 15.4, (*Intellectual Property Rights*), nothing in this Agreement shall operate to assign any Intellectual Property Rights.
- 15.2 The Supplier grants Customer and each Service Recipient a non-exclusive, royalty free licence during the Term to use the Service Materials for the purpose of using the Services and otherwise exercising the rights of Customer under this Agreement.
- 15.3 The Supplier grants Customer and each Service Recipient a non-exclusive, royalty free, irrevocable licence to use the Service Deliverables for any purpose during and after the Term.
- 15.4 If it is proposed that the Supplier shall carry out any Software development or other technology work under a Variation then the Parties shall agree appropriate provisions in relation to the ownership and licensing of the associated Intellectual Property Rights in the applicable Variation.

16. IPR INDEMNITY

- 16.1 The Supplier shall at all times, during and after the Term, indemnify Customer and each other Indemnified Person, and keep Customer and each other Indemnified Person indemnified, against all Losses incurred by, awarded against or agreed to be paid by an Indemnified Person arising from any Supplier IPR Claim against that Indemnified Person.
- 16.2 If a Supplier IPR Claim is made, or the Supplier reasonably anticipates that a Supplier IPR Claim might be made, the Supplier shall immediately notify Customer providing full details of the same and may, at its own expense and sole option, either:
- (a) procure for Customer or other relevant Indemnified Person the right to continue using the relevant item which is subject to the Supplier IPR Claim; or
 - (b) replace or modify the relevant item with non-infringing substitutes provided that:
 - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - (ii) the replaced or modified item does not have an adverse effect on any other Services;
 - (iii) there is no additional cost to Customer or the relevant Indemnified Person (as the case may be); and
 - (iv) the terms and conditions of this Agreement shall apply to the replaced or modified Services.
- 16.3 If the Supplier elects to procure a licence in accordance with Clause 16.2(a) (*IPR Indemnity*) or to modify or replace an item pursuant to Clause 16.2(b) (*IPR Indemnity*), but this has not avoided or resolved the Supplier IPR Claim, then:
- (a) Customer may terminate this Agreement (if subsisting) with immediate effect by written notice to the Supplier; and
- without prejudice to the indemnity set out in Clause 16.1 (*IPR Indemnity*), the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

17. CUSTOMER DATA AND SECURITY REQUIREMENTS

- 17.1 The Supplier acknowledges that Customer is the sole owner of all rights in the Customer Data (save in respect of Personal Data belonging to a Data Subject in respect of which Customer or a member of the Customer Group is a Data Controller or Data Processor).
- 17.2 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
- 17.3 The Supplier shall not store, copy, disclose, or use Customer Data except as necessary for the performance by the Supplier of its obligations under this Agreement, to comply with Applicable Law or as otherwise expressly authorised in writing by Customer.
- 17.4 To the extent that Customer Data is held and/or processed by the Supplier (save in respect of Personal Data which is Processed by the Supplier as a Data Controller), the Supplier shall supply that Customer Data to Customer as requested by Customer in the format reasonably specified by Customer.
- 17.5 The Supplier shall be responsible for the security of Customer Data and preserve the integrity of the Customer Data and prevent the corruption or loss of Customer Data at all times that the relevant Customer Data is under its control or the control of any Sub-contractor.
- 17.6 The Supplier shall perform secure back-ups of all Customer Data under its control or the control of any Sub-contractor and shall ensure that up-to-date back-ups are stored in no less than two (2) physically separate locations in accordance with Good Industry Practice and the BCDR Plan. The Supplier shall ensure that such back-ups are available to Customer (or to such other person as Customer may direct) at all times upon request.
- 17.7 The Supplier shall ensure that any system on which the Supplier holds any Customer Data, including back-up data, is a secure system that complies with the security requirements set out in Clauses 17.10 to 17.15 (*Customer Data and Security Requirements*).
- 17.8 If Customer Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Supplier shall notify Customer immediately and Customer may, save in respect of Personal Data which is Processed by the Supplier as a Data Controller:
- (a) require the Supplier (at the Supplier's expense) to restore or procure the restoration of relevant Customer Data and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of Customer's notice; and/or
 - (b) itself restore or procure the restoration of relevant Customer Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so.
- 17.9 Without prejudice to Customer's rights and remedies under this Agreement or at Law, if at any time the Supplier suspects or has reason to believe that Customer Data has or may become accessed by any unauthorised third party, in any way for any reason, then the Supplier shall notify Customer immediately and inform Customer of the remedial action the Supplier proposes to take.
- 17.10 The Supplier shall and shall procure that its Key Sub-contractors, have obtained and shall maintain for the duration of the Term certification that the information security management system for all aspects of its and its Key Sub-contractors' operations necessary for delivering the Services is compliant with ISO/IEC 27001 from an accrediting organisation registered with the United Kingdom Accreditation Society.
- 17.11 The Supplier shall promptly, and in any event no later than five (5) Working Days of becoming aware, notify Customer if certain parts of the ISMS are not compliant with:
- (a) Good Industry Practice, or
 - (b) ISO/IEC 27001.
- 17.12 Without prejudice to any other audit rights set out in this Agreement, Customer may conduct, or appoint a third party to conduct, regular security audits as may be required in accordance with Good Industry Practice in order to ensure that the ISMS maintains compliance with the principles and practices of ISO/IEC27001 and the Supplier shall provide such reasonable cooperation as may be required by Customer to conduct such audits.
- 17.13 If pursuant to an audit carried out in accordance with Clause 17.12 (*Customer Data and Security requirements*), Customer, acting reasonably, considers that compliance with the principles and

practices of ISO/IEC 27001 is not being achieved by the Supplier, then Customer shall notify the Supplier of the same and the Supplier shall, as soon as reasonably practicable, provide Customer with a written plan to remedy each such non-compliance as soon as possible, provided that any such remediation shall be implemented in accordance with this Agreement.

- 17.14 Notwithstanding Customer's audit rights under Clause 17.12 and 17.13 (*Customer Data and Security Requirements*), the Supplier shall promptly and in any event no later than one (1) Working Day, notify Customer if;
- (a) the Supplier receives one (1) or more major non-compliance during a single audit cycle by an accredited body; or
 - (b) the ISO/IEC 27001 certification expires and a renewed certificate is not obtained; or
 - (c) the ISO/IEC 27001 certification is suspended for any reason.
- 17.15 In the event of any of the circumstances set out in Clause 17.14 (*Customer Data and Security Requirements*) occurring, the Supplier shall provide Customer:
- (a) information about the steps being taken to contain the problem;
 - (b) a confirmation that the problem has been contained as soon as it is contained; and
 - (c) deliver a Corrective Action Plan in accordance with Clause 25 (*Corrective Action Plan*) provided that Customer shall not be required to deliver a Corrective Action Notice to the Supplier under Clause 25.1 (*Corrective Action Plan*).

18. CONFIDENTIALITY

- 18.1 For the purposes of this Clause 18 (*Confidentiality*), the term "**Disclosing Party**" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "**Recipient**" shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 18.2 Except to the extent set out in this Clause 18 (*Confidentiality*) or where disclosure is expressly permitted elsewhere in this Agreement, the Recipient shall:
- (a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);
 - (b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Agreement or without obtaining the owner's prior written consent;
 - (c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Agreement; and
 - (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
- 18.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 19 (*Freedom of Information and Transparency*) shall apply to disclosures required under the FOI Legislation;
 - (b) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against Customer arising out of or in connection with this Agreement; or
 - (ii) the examination and certification of Customer's accounts (provided that the disclosure is made on a confidential basis);
 - (c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office;

- (d) the Recipient is required to disclose the Confidential Information to the Secretary of State or the government department responsible for public transport in London for the time being the Office of Rail and Road, or any person or body who has statutory responsibilities in relation to transport in London including their employees, agents and sub-contractors; and
 - (e) Customer is the Recipient and such disclosure is made to a Replacement Supplier or potential Replacement Supplier in accordance with Schedule 7 (*Exit Management*) provided that Commercially Sensitive Information is not disclosed.
- 18.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 18.5 The Supplier may disclose the Confidential Information of Customer on a confidential basis only to:
- (a) Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Agreement;
 - (b) its auditors; and
 - (c) its professional advisers for the purposes of obtaining advice in relation to this Agreement,
- and if the Supplier discloses Confidential Information of Customer pursuant to this Clause 18.5 (*Confidentiality*), it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.
- 18.6 Customer may disclose the Confidential Information of the Supplier on a confidential basis to:
- (a) a professional adviser, consultant, supplier or other person engaged by any of such entities for any purpose relating to or connected with this Agreement; or
 - (b) a proposed successor in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement,
- and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on Customer under this Clause 18 (*Confidentiality*).
- 18.7 Nothing in this Agreement shall prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.
- Customer Obligation of Confidentiality**
- 18.8 Notwithstanding Clause 19 (*Freedom of Information and Transparency*), Customer shall have the same obligations as those imposed on the Supplier under this Clause 18 (*Confidentiality*) in respect of the Commercially Sensitive Information set out in Schedule 3.2 (*Commercially Sensitive Information*), except that Customer may:
- (a) disclose the Commercially Sensitive Information where Customer considers that it is obliged to do so by Law, including as may be required to be published in accordance with Laws relating to public procurements;
 - (b) use the Commercially Sensitive Information to the extent necessary to obtain the benefit of the Supplier's performance under this Agreement; and
 - (c) disclose the Commercially Sensitive Information to any member of the Customer Group (and in such circumstances Customer shall remain responsible at all times for compliance with the confidentiality agreements set out in this Clause 18.8 (*Customer Obligation of Confidentiality*) by the members of the Customer Group to whom such disclosure has been made) or any GLA Entity pursuant to Clause 38.6 (*GLA Entities*).

19. FREEDOM OF INFORMATION AND TRANSPARENCY

19.1 The Supplier acknowledges that Customer:

- (a) is subject to the FOI Legislation and agrees to assist and co-operate with Customer to enable Customer to comply with its obligations under the FOI Legislation; and
- (b) may be obliged under the FOI Legislation to disclose information without consulting or obtaining consent from the Supplier which may include the disclosure of Commercially Sensitive Information pursuant to Clause 18 (*Confidentiality*).

19.2 Without prejudice to the generality of Clause 18 (*Confidentiality*), the Supplier shall and shall procure that its Sub-contractors (if any) shall:

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

19.3 Customer shall use reasonable endeavours to consult with the Supplier prior to disclosing any Commercially Sensitive Information of the Supplier in response to a disclosure request under the FOI Legislation.

Transparency

19.4 The Supplier acknowledges that Customer is subject to the Transparency Commitment. Accordingly, notwithstanding the Supplier's confidentiality obligations set out in Clause 18 (*Confidentiality*), the Supplier hereby gives its consent for Customer to publish the Contract Information to the general public.

19.5 Customer may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion Customer may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. Customer may in its absolute discretion consult with the Supplier regarding any redactions to the Contract Information to be published pursuant to Clause 19.4 (*Transparency*). Customer shall make the final decision regarding publication and/or redaction of this Agreement.

20. PRIVACY AND DATA PROTECTION

The Supplier shall comply with the requirements of Schedule 9 (*Privacy*).

21. PUBLICITY AND BRANDING

Publicity

21.1 Subject to Clause 21.3 (*Publicity*), and whether or not any restriction contained in Clause 18 (*Confidentiality*) is disapplied pursuant to Clause 21.2 (*Publicity*), the Supplier shall not, and shall procure that Supplier Personnel and Sub-contractors do not, make any announcement (including, without limitation, any communication to the public, to any clients or suppliers of either Party or to all or any of the employees of either Party (save to the extent necessary in order for Supplier to meet its obligations under this Agreement) or to representatives of the press, television, radio or other media) concerning the existence, provisions or subject matter of this Agreement or containing any information about Customer (including, without limitation Confidential Information) without the prior written approval of Customer.

21.2 Customer shall have the absolute discretion in deciding whether to give its consent as referred to in this Clause 21 (*Publicity and Branding*).

21.3 Clause 21.1 (*Publicity*) shall not apply if and to the extent that such announcement is required by Law or by any securities exchange or regulatory or governmental body having jurisdiction

over either Party (including but, not limited to, the Financial Conduct Authority, the London Stock Exchange, The Panel on Takeovers and Mergers and the Serious Fraud Office) and whether or not the requirement has the force of law and provided that (unless prohibited by Law) any such announcement shall be made only after consultation with the other Party.

- 21.4 The obligations and restrictions contained in this Clause 21 (*Publicity and Branding*) shall survive termination of this Agreement and continue without limit of time.

Branding

- 21.5 No Intellectual Property Rights in the trademarks or brands of Customer or any member of the Customer Group shall be used by the Supplier without Customer's prior written consent.

Endorsement

- 21.6 Each Party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

SECTION G - LIABILITY, INDEMNITIES AND INSURANCE

22. LIMITATIONS ON LIABILITY

Unlimited liability

- 22.1 Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence, or that of its employees (or in the case of the Supplier, Supplier Personnel);
- (b) fraud or fraudulent misrepresentation by it or its employees (or in the case of Supplier, Supplier Personnel);
- (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any liability to the extent it cannot be limited or excluded by Law.

- 22.2 The Supplier's liability in respect of:

- (a) the indemnities in:
 - (i) Clause 9.5 (*VAT*);
 - (ii) Clause 13.3 (*Employment Indemnity*);
 - (iii) Clause 13.4 (*Income Tax and National Insurance Contributions*); and
 - (iv) Clause 16 (*IPR Indemnity*);
 - (b) breach by the Supplier of Clause 19 (*Freedom of Information and Transparency*);
 - (c) breach by the Supplier of Clause 18 (*Confidentiality*); and
 - (d) its abandonment or intentional breach of this Agreement,
- shall be unlimited.

Financial and other limits

- 22.3 Subject to Clauses 22.1 and 22.2 (*Unlimited Liability*) the Supplier's liability:

- (a) in respect of loss of or damage to Customer Sites or other property or assets of Customer (including technical infrastructure, assets or equipment but excluding any loss or damage Customer Data) that is caused by Defaults of the Supplier occurring shall in no event exceed ten million pounds sterling (£10,000,000) per incident;
- (b) in aggregate in respect of any breach of under Clause 20 (*Privacy and Data Protection*) shall be limited to ten million pounds (£10,000,000);
- (c) in aggregate in respect of all other Losses incurred by Customer under or in connection with this Agreement as a result of Defaults by the Supplier in each Contract Year shall not exceed the greater of:
 - (i) two million eight hundred and fifty thousand pounds sterling (£2,850,000); or

- (ii) an amount equal to one hundred and fifty per cent (150%) of the Charges paid and/or due to be paid to the Supplier under this Agreement in the prior Contract Year.

22.4 Subject to Clauses 22.1 and 22.2 (*Unlimited Liability*) Customer's aggregate liability in respect of all Losses incurred by the Supplier under or in connection with this Agreement as a result of Defaults of Customer occurring in each Contract Year shall not exceed the greater of:

- (a) two million eight hundred and fifty thousand pounds sterling (£2,850,000); or
- (b) an amount equal to the Charges paid and/or due to be paid under this Agreement in the prior Contract Year.

Consequential Losses

22.5 Subject to Clauses 22.1 and 22.2 (*Unlimited Liability*) and Clause 22.6 (*Consequential Losses*), neither Party shall be liable to the other Party for:

- (a) any indirect, special or consequential loss;
- (b) any loss of profits or revenue; or
- (c) damage to goodwill.

22.6 Subject to Clauses 22.1 and 22.2 (*Unlimited Liability*) and Clause 22.6 (*Consequential Losses*), the Supplier's liability pursuant to Clause 20 (*Privacy and Data Protection*) in relation to the costs of restoring data shall be limited to the costs of restoration to the most recent complete back-up available to Customer.

22.7 The provisions of Clause 22.5 (*Consequential Losses*) shall not restrict Customer's ability to recover any of the following Losses incurred by Customer to the extent that they arise as a result of a Default by the Supplier:

- (a) any additional operational and/or administrative costs and expenses incurred by Customer, including costs relating to time spent by or on behalf of Customer in dealing with the consequences of the Default; or
- (b) the additional cost of procuring Replacement Services for the remainder of the Term and/or replacement deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement deliverables above those which would have been payable under this Agreement in respect of the relevant services or deliverables;

Limit on indemnity obligations and claims handling procedure

22.8 A party ("**Indemnifying Party**") shall not be responsible, and shall not indemnify the other party ("**Indemnified Party**"), for any Losses to the extent such Losses are caused by any breach or negligent performance by the Indemnified Party or any member of the Indemnified Party's Group (including by their respective employees, agents or sub-contractors) of any the Indemnified Party's obligations under this Agreement.

22.9 In respect of:

- (a) any indemnity under this Agreement which relates to a third party claim or investigation, Customer shall (save where it is not lawful to do so) provide the Supplier with prompt written notice of the claim or investigation;
- (b) the indemnities under Clauses 13.3 (*Employment Liability*) and 16.1 (*IPR Indemnity*), Customer shall (subject to Clause 22.10):
 - (i) allow the Supplier to take over the conduct of the third party claim and Customer will not admit liability in relation to such claim provided that Customer shall have the right to participate and be represented in any proceedings; and
 - (ii) provide the Supplier (at the Supplier's cost) with such assistance in relation to the conduct of the third party claim as Supplier reasonably requests.

22.10 Customer's agreement to provide the Supplier with conduct of a third party claim pursuant to Clause 22.9(b)(i) is conditional on the Supplier promptly confirming in writing to Customer that it will take control of the claim and, at all times thereafter, diligently managing the claim in a manner which does not prejudice Customer's interests. Customer reserves the right to assume conduct of any third party claim if, in its reasonable opinion, the Supplier is not conducting it in

accordance with this Clause provided that, where necessary in Supplier's reasonable opinion, Supplier shall have the right to participate and be represented in any proceedings.

- 22.11 Notwithstanding any other provision of this Agreement, both parties will use reasonable endeavours to mitigate the effect of any Default by either party and/or any matter subject to any indemnity under this Agreement. The parties will collaboratively work together to agree and implement such mitigation measures.

23. **INSURANCE**

The Supplier shall comply with the provisions of Schedule 10 (*Insurance*) in relation to obtaining and maintaining Insurance.

SECTION H - REMEDIES AND RELIEF

24. **DUTY TO WARN**

If the Supplier has reasonable grounds to believe that any development of which the Supplier becomes aware (including a failure on the part of the Supplier to carry out its obligations and responsibilities under this Agreement) will have, or threatens to have, a material impact on its ability to carry out the Services or perform its obligations under this Agreement, or Customer's ability to receive or use the Services, effectively or in compliance with Applicable Law, the Supplier shall without delay notify Customer and shall ensure that it provides such information to Customer in advance of any discussions with any third party in relation to the relevant circumstances or risks.

25. **CORRECTIVE ACTION PLAN**

- 25.1 If Customer determines that:

- (a) a material Default by the Supplier; or
- (b) a Material Service Level Failure,

has occurred or is reasonably likely to occur, the Customer Representative may issue a notice to the Supplier stating the reason or reasons why Customer believes that the Supplier is not complying, or is not reasonably likely to comply, with its obligations under this Agreement (a "**Corrective Action Notice**").

- 25.2 Following receipt of a Corrective Action Notice the Supplier shall respond to the Customer Representative with a plan within five (5) Working Days (or such other period as is agreed in writing between the Parties, acting reasonably):

- (a) stating the action(s) which the Supplier proposes to take in order to correct or avoid the non-compliance described in the Correction Action Notice and the timescale for completing the action(s); or
- (b) providing an alternative proposal for achieving the objective(s) set out in the Corrective Action Notice together with a timescale and reasoned explanation,

(a "**Corrective Action Plan**").

- 25.3 The Supplier shall promptly provide to Customer any further documentation that Customer reasonably requires to assess the Supplier's Corrective Action Plan.

- 25.4 Customer shall consider the Corrective Action Plan and may, at its sole discretion and without prejudice to any other rights or remedies of Customer under this Agreement or at Law, instruct the Supplier to implement the Corrective Action Plan (subject to any amendments to the plan as are agreed by Customer and the Supplier). If Customer instructs the Supplier to implement the Corrective Action Plan, then, unless otherwise specified in Schedule 2B (*Service Levels*), Customer shall not have any right of termination in respect of the Default to which it relates (unless the Supplier fails to comply with the Corrective Action Plan in which case Clause 28.1 (*Termination by Customer*) shall apply).

- 25.5 The status of all Corrective Action Notices shall be reviewed at the Commercial Review Meetings held in accordance with Schedule 6.1 (*Governance*).

- 25.6 Notwithstanding any other provision in this Agreement, to the extent that the circumstances in which the Supplier is obliged to provide a Corrective Action Plan pursuant to this Agreement also oblige it to provide a Corrective Action Plan pursuant to the TfL Services Contract, then:
- (a) the Corrective Action Plan required under this Agreement shall be deemed for all purposes to be the Corrective Action Plan required under the TfL Services Contract; and
 - (b) the Customer shall be bound by any decisions of TfL in respect a Corrective Action Plan provided under the TfL Services Contract.

26. RELIEF EVENTS

- 26.1 Subject to Clause 26.2 (*Relief Events*), the Supplier shall not be liable for any Default to the extent that it is caused by Customer's failure to meet its obligations under this Agreement ("**Relief Event**").
- 26.2 The Supplier shall only be entitled to relief under Clause 26.1 (*Relief Events*) if, in relation to the Default, it has:
- (a) provided Customer with written notice of the Relief Event (and any relief may only apply from the date of such notice); and
 - (b) has used all reasonable endeavours to mitigate the impact of the Relief Event.

27. FORCE MAJEURE

- 27.1 Subject to the remaining provisions of this Clause 27 (*Force Majeure*), a Party may claim relief under this Clause 27 (*Force Majeure*) from liability for failure to meet its obligations under this Agreement for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Agreement which results from a failure or delay by an agent, Sub-contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- 27.2 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 27 (*Force Majeure*) to the extent that consequences of the relevant Force Majeure Event should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Agreement are capable of being mitigated by any of the Services but the Supplier has failed to do so.
- 27.3 Subject to Clause 27.4 (*Force Majeure*), as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken to enable continued provision of the Services affected by the Force Majeure Event and appropriate terms to mitigate the effect of the Force Majeure Event and facilitate the continued performance of this Agreement.
- 27.4 A Party whose performance of its obligations under this Agreement is delayed or prevented by a Force Majeure Event:
- (a) shall forthwith notify the other Party of the details of the Force Majeure Event (including its nature, extent and likely duration), its effect on the obligations of the affected Party and any action the Affected Party proposes to take to mitigate its effect;
 - (b) shall use all reasonable endeavours in accordance with Good Industry Practice to minimise the effect of the Force Majeure Event on its performance of its obligations under this Agreement including:
 - (i) compliance with the BCDR Plan (in the case of the Supplier);
 - (ii) the making of any alternative arrangements for resuming the performance of its obligations which may be practicable without incurring material additional expense; and
 - (iii) discussing with Customer other options for resuming the performance of its obligations, which may involve incurring material additional expense; and

- (c) shall forthwith after the cessation of the Force Majeure Event, notify the other Party thereof and resume full performance of its obligations under this Agreement.
- 27.5 If, as a result of a Force Majeure Event:
- (a) an Affected Party fails to perform its obligations in accordance with this Agreement, then during the continuance of the Force Majeure Event:
- (i) the other Party shall not be entitled to exercise any rights to terminate this Agreement as a result of such failure other than pursuant to Clause 28.1 (*Termination by Customer*) or Clause 28.3 (*Termination by the Supplier*); and
- (ii) neither Party shall be liable for any Default arising as a result of such failure; and
- (b) the Supplier fails to perform its obligations in accordance with this Agreement, the Supplier shall be entitled to receive payment of the Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Agreement during the occurrence of the Force Majeure Event.
- 27.6 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Agreement.
- 27.7 Relief from liability for the Affected Party under this Clause 27 (*Force Majeure*) shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Agreement and shall not be dependent on the serving of notice under Clause 27.6 (*Force Majeure*).

SECTION I - TERMINATION AND EXIT MANAGEMENT

28. TERMINATION RIGHTS

Termination by Customer

- 28.1 Customer may (without prejudice to its other rights and remedies) terminate this Agreement (in whole or in part) in accordance with Clause 28.2 (*Termination by Customer*) if any of the following events occur:
- (a) the Supplier commits one or more material Default(s) (including a failure to comply with a Corrective Action Plan) which is: (i) capable of being remedied and the Supplier has failed to remedy the Default within thirty (30) days, or (ii) irremediable;
- (b) a Critical Service Level Failure occurs;
- (c) a right of termination is expressly reserved in this Agreement, including pursuant to:
- (i) Clause 16 (*IPR Indemnity*);
- (ii) Clause 30.8 (*Conflict of Interest*);
- (iii) Clause 32.3 (*Assignment and Novation*); or
- (iv) Clause 35.7 (*Prevention of Fraud and Bribery*);
- (d) the representations and warranty given by the Supplier in Clauses 3.2(a), 3.2(b), 3.2(d), 3.2(g), 3.2(h), 3.2(k) and 3.2(l) (*Warranties*) are materially untrue or misleading;
- (e) the Supplier commits a material Default under any of the following Clauses:
- (i) Clause 18 (*Confidentiality*);
- (ii) Clause 19 (*Freedom of Information and Transparency*);
- (iii) Clause 20 (*Privacy and Data Protection*); or
- (iv) Clause 23 (*Insurance*);
- and such breach is not remedied within thirty (30) days of the breach occurring;
- (f) an Insolvency Event occurring in respect of the Supplier;

- (g) a Change of Control of the Supplier (excluding any internal reorganisations of the Supplier's Group), provided that if the Supplier notifies Customer pursuant to this Clause 28.1(g) (*Termination by Customer*) on or within five (5) Working Days after the date such Change of Control occurs, Customer may not serve a notice of termination pursuant to this Clause 28.1(g) (*Termination by Customer*) more than sixty (60) days after the date it received such notice;
- (h) the Supplier sells, leases, transfers or otherwise disposes of all or a material part of its assets, property or business whether in a single or a number of transactions (other than in the ordinary course of trading), provided that if the Supplier notifies Customer pursuant to this Clause 28.1(h) (*Termination by Customer*) on or within five (5) Working Days after the date such event occurs, Customer may not serve a notice of termination pursuant to this Clause 28.1(h) (*Termination by Customer*) more than sixty (60) days after the date it received such notice; or
- (i) a Force Majeure Event which causes a failure which would otherwise constitute a material Default endures for a continuous period of more than ninety (90) days.

28.2 Customer may terminate this Agreement pursuant to Clause 28.1 (*Termination by Customer*) by issuing a Termination Notice to the Supplier and this Agreement shall terminate on the date specified in the Termination Notice.

Termination by the Supplier

28.3 If Customer fails to pay an undisputed sum due to the Supplier under this Agreement which amounts to five hundred thousand pounds (£500,000) or more, then:

- (a) the Supplier may give Customer written notice of the non-payment and a further written notice if the sum due has not been paid within fifteen (15) days of the initial notice; and
- (b) the Supplier may, by issuing a Termination Notice to Customer, terminate this Agreement if such amount remains outstanding thirty (30) days after the second notice of non-payment from the Supplier pursuant to Clause 28.3(a)(a). Following Customer's receipt of such Termination Notice this Agreement shall then terminate on the date specified in the Termination Notice (which shall not be less than thirty (30) days from the date of the issue of the Termination Notice).

29. CONSEQUENCES OF EXPIRY OR TERMINATION

General Provisions on Expiry or Termination

29.1 The provisions of Clauses 9.4 and 9.5 (VAT), 9.6 and 9.7 (*Set-off and Withholding*), 11 (*Records*), 13.3 (*Employment Indemnity*), 13.4 (*Income Tax and National Insurance Contributions*), 15 (*Intellectual Property Rights*), 16 (*IPR Indemnity*), 18 (*Confidentiality*), 19 (*Freedom of Information and Transparency*), 20 (*Privacy and Data Protection*), 22 (*Limitations on Liability*), 29 (*Consequences of Expiry or Termination*), 36 (*Severance*), 38 (*Entire Agreement*), 38.5 (*Third Party Rights*), 43 (*Disputes*) and 44 (*Governing Law and Jurisdiction*), and the provisions of Schedules 1 (*Definitions*), Schedule 5.1 (*Charges and Invoicing*), Schedule 6.3 (*Dispute Resolution Procedure*), and Schedule 7 (*Exit Management*) shall survive the termination or expiry of this Agreement.

Exit Management

29.2 Each Party shall comply with its obligations in Schedule 7 (*Exit Management*) and any current Exit Plan.

SECTION J - MISCELLANEOUS AND GOVERNING LAW

30. COMPLIANCE

Health and Safety

30.1 The Supplier shall at all times comply with:

- (a) all applicable Health and Safety Legislation; and
- (b) all decisions, requirements, regulations, orders, instructions, directions or rules relating to health and safety applicable to the provision of the Services.

- 30.2 The Supplier shall be responsible for the observance by Supplier Personnel of all current and relevant health and safety precautions necessary for the protection of itself, its staff, Sub-contractors and other persons invited onto or visiting Customer Sites or Third Party Sites including all precautions required to be taken by or under any Health and Safety Legislation.
- 30.3 The Supplier undertakes to carry out formal risk assessments from time to time of all aspects of the Services in accordance with the requirements of all applicable Health and Safety Legislation and to carry out all testing, examination and other work necessary to minimise and, so far as reasonably practicable, eliminate all risk to health or safety resulting from the performance of the Services or the use of any equipment or materials or other things in connection with the Services.
- 30.4 The Supplier shall strictly comply with, and shall procure that the Supplier Personnel strictly comply with, such induction training procedures, safety training procedures and site procedures as are required by Health and Safety Legislation and as Customer may require from time to time.
- 30.5 In the event that a health or safety risk has arisen or is likely to arise in any part of the Sites in each case as a result of the provision of the Services, the Supplier shall notify Customer promptly in writing and shall provide Customer with adequate information relating to such risk including any steps and safeguards which the Supplier proposes to take and observe in order to ensure that the Services are performed safely. The Supplier shall promptly take such steps and adopt such safeguards.

Equality and Diversity

- 30.6 The Supplier:
- (a) shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities; and
 - (b) acknowledges that Customer is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (as the case may be) and to promote equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it. In providing the Services, the Supplier shall assist and co-operate with Customer where possible in satisfying this duty.

Conflict of Interest

- 30.7 The Supplier warrants that it does not and shall not have at the Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Customer Group, save to the extent fully disclosed to and approved by Customer.
- 30.8 The Supplier shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six (6) months and shall notify Customer in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Customer Group and shall work with Customer to do whatever is necessary (including the separation of Supplier Personnel working on, and data relating to, the Services from the matter in question) to manage such conflict to Customer's satisfaction, provided that, where Customer is not so satisfied, it may terminate this Agreement in accordance with Clause 28.1 (*Termination by Customer*).

31. LONDON LIVING WAGE

- 31.1 The Supplier acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed Customer to ensure that the London Living Wage be paid to anyone engaged by Customer who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on Customer's estate in the circumstances set out in Clause 31.3 (*London Living Wage*).
- 31.2 Without prejudice to any other provision of this Agreement, the Supplier shall:
- (a) ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services:

- (i) for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and
- (ii) on Customer's estate including (without limitation) premises and land owned or occupied by Customer,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

- (b) ensure that none of:
 - (i) its employees; nor
 - (ii) the employees of its Sub-contractors,
 engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;
- (c) provide to Customer such information concerning the London Living Wage as Customer or its nominees may reasonably require from time to time, including (without limitation):
 - (i) all information necessary for Customer to confirm that the Supplier is complying with its obligations under this Clause 31 (*London Living Wage*); and
 - (ii) reasonable evidence that this Clause 31 (*London Living Wage*) has been implemented;
- (d) disseminate on behalf of Customer to:
 - (i) its employees; and
 - (ii) the employees of its Sub-contractors,
 engaged in the provision of the Services such perception questionnaires as Customer may reasonably require from time to time and promptly collate and return to the Greater London Authority responses to such questionnaires; and
- (e) cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):
 - (i) allowing the CCSL to contact and meet with the Supplier's employees and any trade unions representing the Supplier's employees;
 - (ii) procuring that the Supplier's Sub-contractors allow the CCSL to contact and meet with the Sub-contractors' employees and any trade unions representing the Sub-contractors' employees,
 in order to establish that the obligations in Clause 31.3(a) (*London Living Wage*) have been complied with.

31.3 For the avoidance of doubt the Supplier shall:

- (a) implement the annual increase in the rate of the London Living Wage; and
- (b) procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

31.4 Customer reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Supplier's staff and the staff of its Sub-contractors.

31.5 Without limiting Customer's rights under any other termination provision in this Agreement, the Supplier shall remedy any breach of the provisions of this Clause 31 (*London Living Wage*) within four (4) weeks' notice of the same from Customer (the "**Notice Period**"). If the Supplier remains in breach of the provisions of this Clause 31 (*London Living Wage*) following the Notice Period, Customer may by written notice to the Supplier immediately terminate this Contract.

32. ASSIGNMENT AND NOVATION

32.1 The rights and obligations of the Supplier under this Agreement are personal to the Supplier and, unless Customer has provided the Supplier with prior written consent to do so, such rights and obligations shall not, subject to Clause 32.3, be assigned (whether absolutely or by way of

security and whether in whole or in part), transferred, mortgaged, charged, declared in trust for a third party, or otherwise disposed of in any manner whatsoever and any such purported dealing in contravention of this Clause 32.1 (*Assignment and Novation*) shall be ineffective.

32.2 Customer may assign (whether absolutely or by way of security and whether in whole or in part), novate, sub-contract, delegate, transfer, mortgage, charge or otherwise dispose in any manner whatsoever of its rights and obligations under this Agreement (to one (1) or more persons nominated by Customer) as it may see fit to:

- (a) a member of the Customer Group;
- (b) a successor body to Customer;
- (c) another public body which is given the same, similar, some or all of Customer's statutory obligations; or
- (d) in relation to an assignment of Customer rights only, a third party (which is not a direct competitor of the Supplier in connection with the provision of the Services) engaged by Customer to manage the procurement of the Services and other deliverables to be provided under this Agreement,

provided that:

- (i) Customer shall provide the Supplier with prompt written notice of the same; and
- (ii) Within ten (10) Working Days of a written request from Customer, the Supplier shall, at the Supplier's own expense, execute such agreement as Customer may reasonably require to give effect to the exercise of any of Customer's rights under this Clause 32.2 (*Assignment and Novation*).

32.3 The Supplier may assign (whether in whole or in part) its rights under this Agreement to a member of the Supplier Group provided that the Supplier shall provide Customer with prompt written notice of such assignment.

32.4 In the event of breach of Clause 32.1 (*Assignment and Novation*) by the Supplier, Customer shall be entitled to terminate this Agreement on five (5) Working Days' notice unless the Supplier has within five (5) Working Days of such notice:

- (a) demonstrated to Customer's reasonable satisfaction that such breach was inadvertent; and
- (b) rectified such breach within five (5) Working Days.

33. **WAIVER AND CUMULATIVE REMEDIES**

33.1 The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

33.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

34. **RELATIONSHIP OF THE PARTIES**

Except as expressly provided otherwise in this Agreement, nothing in this Agreement, nor any actions taken by the Parties pursuant to this Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

35. **PREVENTION OF FRAUD AND BRIBERY AND COMPLIANCE WITH LAWS**

35.1 With respect to any of the matters which are the subject of this Agreement or in connection with this Agreement and any matters resulting from it, the Supplier undertakes that it and its group undertakings and any person acting on its or their behalf, including directors, officers, employees and agents (together, "**Representatives**"), either in private business dealings or in dealings with the public or government sector, directly or indirectly:

- (a) have not given, made, offered, or received (or agreed to give, make, offer or receive); and
 - (b) will not give, make, offer or receive (nor agree to give, make, offer or receive), any payment, gift or other advantage which: (i) would violate any Applicable Laws; (ii) was intended to, or did, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept; (iii) was made to or for a Public Official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business; or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper, (a "**Corrupt Act**").
- 35.2 With respect to any of the matters which are the subject of this Agreement or in connection with this Agreement and any matters resulting from it, the Supplier undertakes that it and its Representatives shall not:
- (a) request any action, inaction or services that would violate Applicable Laws; or
 - (b) receive, agree or attempt to receive the benefits of or profits from a crime or any Corrupt Act or agree to assist any person to retain the benefits of or profits from a crime or any Corrupt Act.
- 35.3 The Supplier represents that, save as disclosed to Customer, neither it nor any of its Representatives: has been investigated (or is being investigated or is subject to a pending or threatened investigation) or is involved in an investigation (as a witness or suspect) in relation to any Corrupt Act by any law enforcement, regulatory or other governmental agency or any customer or supplier; or has admitted to; or been found by a court in any jurisdiction to have engaged in, any Corrupt Act, or been debarred from bidding for any contract or business; or are Public Officials or persons who might otherwise reasonably be considered likely to assert a corrupt or illegal influence on behalf of Customer. The Supplier agrees that if, at any time, it becomes aware that any of the representations set out at in this Clause 35.3 is no longer correct, it shall notify Customer of this immediately in writing.
- 35.4 Customer or its nominee shall be entitled to have access to, inspect and audit all Invoices and accompanying documents issued by, and the financial books and records of, the Supplier in order to verify compliance with Clauses 35.1 to 35.7 (*Prevention of Fraud and Bribery*). The Supplier undertakes that it shall co-operate fully and promptly with any such audit or inspection conducted by or on behalf of Customer pursuant to this Clause 35.4.
- 35.5 The Supplier undertakes that it and its Representatives shall report to Customer, where permitted by Law, any suspected violations of Corruption Law in connection with any matters to which this Agreement relates (which for the avoidance of doubt includes acts or omissions which may affect directly or indirectly Customer or any member of the Customer Group). The Supplier consents to Customer making any disclosures of this information as may reasonably be required, provided that, to the extent it is legally permitted to do so, where Customer intends to so disclose gives the Supplier reasonable notice of this disclosure and, where notice of disclosure is not prohibited and is given in accordance with this Clause 35 it takes into account the reasonable request of the Supplier in relation to the content of such disclosure.
- 35.6 The Supplier undertakes to fully and effectively indemnify, keep indemnified and hold harmless each member of the Customer Group from and against all Losses (including all Losses, suffered or incurred in investigating, settling or disputing any action (actual or potential) and/or seeking advice as to any such action (actual or potential)) which any of them may suffer or incur or which may be brought against any of them in any jurisdiction arising, directly or indirectly, out of, in respect of, or in connection with any alleged or actual violations of any Law by a member of the Supplier Group or any Sub-contractor.
- 35.7 Without prejudice to any other express remedies referred to elsewhere in this Agreement or any remedies available at Law or in equity, in the event of a breach by the Supplier of any of the undertakings contained in Clauses 35.1 to 35.7 (*Prevention of Fraud and Bribery*), Customer may terminate this Agreement:
- (a) if the Supplier refuses to take any actions reasonably requested by Customer (i) to reduce the risk of any further breach of Clauses 35.1 to 35.7 (*Prevention of Fraud and Bribery*) to remedy or address the consequences of the breach that has occurred;

- (b) if such breach involves a Corrupt Act by the Supplier or its Representatives; or
- (c) if Customer reasonably concludes that it should terminate this Agreement to ensure that it is in compliance with Corruption Law.

36. SEVERANCE

- 36.1 If any provision of this Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Agreement shall not be affected.
- 36.2 In the event that any deemed deletion under Clause 36.1 (*Severance*) is so fundamental as to prevent the accomplishment of the purpose of this Agreement or materially alters the balance of risks and rewards in this Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Agreement and, to the extent that is reasonably possible, achieves the Parties' original commercial intention.
- 36.3 If the Parties are unable to agree on the revisions to this Agreement within five (5) Working Days of the date of the notice given pursuant to Clause 36.2 (*Severance*) (or such longer period as is agreed between the Parties in writing), the matter shall be dealt with in accordance with Paragraph 4 of Schedule 6.3 (*Dispute Resolution Procedure*) except that if the representatives are unable to resolve the dispute within thirty (30) Working Days of the matter being referred to them, this Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Agreement is terminated pursuant to this Clause 36.3 (*Severance*).

37. FURTHER ASSURANCES

Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning of this Agreement.

38. ENTIRE AGREEMENT

- 38.1 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.
- 38.2 Neither Party has been given, nor entered into this Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Agreement.
- 38.3 Nothing in this Clause 38 (*Entire Agreement*) shall exclude any liability in respect of misrepresentations made fraudulently.
- 38.4 Notwithstanding Clause 38.1 above, for the avoidance of doubt, the Parties confirm that they have entered into a separate and distinct contractual arrangement in relation to the subject matter of this Agreement under a 'Direct award Order Form' entered into between TfL and the Supplier on or around 22 May 2023 with reference no. NS6/04052301 in respect of the provision of network services (known by the parties as the "**Tactical Agreement**") which the Parties acknowledge and agree remains in full force and effect as a separate and distinct contractual arrangement between them.

38.5 TFL SERVICES CONTRACT

- 38.6 The provisions of Schedule 5.1 (*Charges and Invoicing*) shall be applied on the basis that:
- (a) the Customer shall be entitled to the benefit of such rates at the same band which is applicable to TfL under the TfL Services Contract from time to time;
 - (b) the Supplier shall proactively manage the application of the rates under this Agreement so as to pass on the full benefit of any discounts arising from a change in the rates under the TfL Services Contract; and

- (c) the Supplier shall co-operate with TfL and the Customer in respect of a review, to be carried out upon TfL's request no more than once every six (6) months, of the rates charged to the Customer and carry out a reconciliation of such rates if any discrepancy is identified in the application of these provisions.

38.7 TfL shall not be liable (or subject to any remedy) for any charges payable by the Customer or any acts or omissions of the Customer or its users.

39. THIRD PARTY RIGHTS

39.1 The provisions of Clause 16 (*IPR Indemnity*), (the "**Third Party Provisions**") confer benefits on persons named in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999.

39.2 Subject to Clause 39.1 (*Third Party Rights*), a person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

39.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of Customer, which may, if given, be given on and subject to such terms as Customer may determine.

39.4 Any amendments or modifications to this Agreement may be made, and any rights created under Clause 39.1 (*Third Party Rights*) may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

40. DECLARATION OF INEFFECTIVENESS

40.1 In the event that a court makes a Declaration of Ineffectiveness, Customer shall promptly notify the Supplier. The Parties agree that the provisions of Clause 29 (*Consequences of Expiry or Termination*) and this Clause 40 (*Declaration of Ineffectiveness*) shall apply as from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 29 (*Consequences of Expiry or Termination*) and this Clause 40 or the Cessation Plan, the provisions of this Clause 40 and the Cessation Plan shall prevail.

40.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness.

40.3 As from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, Customer shall reasonably determine an appropriate cessation plan ("**Cessation Plan**") with the object of achieving:

- (a) an orderly and efficient cessation of the Services or (at Customer's request) a transition of the Services to Customer or such other entity as Customer may specify; and
- (b) minimal disruption or inconvenience to Customer or to public passenger transport services or facilities,

in accordance with the provisions of this Clause 40 and to give effect to the terms of the Declaration of Ineffectiveness.

40.4 Upon agreement, or determination by Customer, of the Cessation Plan the Parties shall comply with their respective obligations under the Cessation Plan.

40.5 Customer shall pay the Supplier's reasonable costs in assisting Customer in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Agreement or as otherwise reasonably determined by Customer. Provided that Customer shall not be liable to the Supplier for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement pursuant to this Clause 40.

41. PUBLIC PROCUREMENT TERMINATION EVENT

- 41.1 Without prejudice to Customer's rights of termination implied into this Agreement by Applicable Law, in the event of a Public Procurement Termination Event, Customer shall promptly notify the Supplier and the Parties agree that the provisions of Clause 29 (*Consequences of Expiry or Termination*) and this Clause 41 (*Public Procurement Termination Event*) shall apply as from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between the provisions of Clause 29 (*Consequences of Expiry or Termination*) and this Clause 41 or the Cessation Plan, the provisions of this Clause 41 (*Public Procurement Termination Event*) and the Cessation Plan shall prevail.
- 41.2 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event.
- 41.3 As from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, Customer shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- (a) an orderly and efficient cessation or (at Customer's election) a transition to Customer or such other entity as Customer may specify of: (i) the Services; or (at Customer's election), (ii) the part of the Services which are affected by the Public Procurement Termination Event; and
 - (b) minimal disruption or inconvenience to Customer or to public passenger transport services or facilities,
- in accordance with the provisions of this Clause 41 (*Public Procurement Termination Event*) and to give effect to the terms of the Public Procurement Termination Event.
- 41.4 Upon agreement, or determination by Customer, of the Cessation Plan the Parties shall comply with their respective obligations under the Cessation Plan.
- 41.5 Customer shall pay the Supplier's reasonable costs in assisting Customer in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Agreement or as otherwise reasonably determined by Customer, provided that Customer shall not be liable to the Supplier for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement pursuant to this Clause 41 (*Public Procurement Termination Event*).

42. NOTICES

- 42.1 Any notices sent under this Agreement shall be in writing.
- 42.2 The following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email	9.00 am on the first Working Day after sending.	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message
Personal delivery	On delivery, provided delivery is between 9.00 am and 5.00 pm on a Working Day. Otherwise, delivery shall occur at 9.00 am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day	At the time recorded by the delivery service, provided that delivery is between	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt

Manner of Delivery	Deemed time of service	Proof of service
service providing proof of delivery.	9.00 am and 5.00 pm on a Working Day. Otherwise, delivery shall occur at 9.00 am on the same Working Day (if delivery before 9.00 am) or on the next Working Day (if after 5.00 pm).	

42.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

	Supplier	Customer
Contact	Supplier Representative with a copy to Head of Legal	Customer Representative with a copy to: General Counsel
Address	[Redacted]	Transport for London, 5 Endeavour Square, London E20 1JN [Note to Draft: Customer to insert email address prior to contract signature] Attention: [Note to Draft: Customer to insert addressee details prior to contract signature] with a copy to: Transport for London, 5 Endeavour Square, London E20 1JN [Note to Draft: Customer to insert email address prior to contract signature.] Attention: General Counsel
Email	Not Applicable	[Note to Draft: Customer to insert email address prior to contract signature.]

42.4 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in the table in Clause 42.2 (*Notices*):

- (a) Force Majeure Notices;
- (b) notices issued by the Supplier pursuant to Clause 28.3 (*Termination by the Supplier*);
- (c) Termination Notices; and
- (d) Dispute Notices.

42.5 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 42.2 (*Notices*) shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Prepaid, Royal Mail Signed For™ 1st Class delivery or other

prepaid (as set out in the table in Clause 42.2) (*Notices*) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

42.6 This Clause 42 (*Notices*) does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under Schedule 6.3 (*Dispute Resolution Procedure*)).

43. DISPUTES

43.1 The Parties shall resolve Disputes arising out of or in connection with this Agreement in accordance with the Dispute Resolution Procedure.

43.2 The Supplier shall continue to provide the Services in accordance with the terms of this Agreement until a Dispute has been resolved.

44. GOVERNING LAW AND JURISDICTION

44.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

44.2 Subject to Clause 43 (*Disputes*) and Schedule 6.3 (*Dispute Resolution Procedure*) (including Customer's right to refer the dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been duly executed by the Parties on the date which appears at the head of its page 1.

SIGNED for and on behalf of
Telefonica UK Limited

Signature:

Name (block capitals):

Position:

Date:

SIGNED for and on behalf of
[GLA Entity]

Signature:

Name (block capitals):

Position:

Date:



[GLA Entity]
and
TELEFONICA UK LIMITED

**Agreement for the provision of
Mobile Services Lot 2
Schedule 1
Definitions**

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1. DEFINITIONS

Unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below:

"24x365"	means twenty-four (24) hours per day every day of the year, including all calendar days and public holidays in England and Wales;
"Access Point Name"	means the gateway (and identifier) between the Supplier's mobile network and an external network such as the internet or a customer's private network;
"Account Manager"	means an individual responsible for the Supplier's relationship with Customer and for delivering the Supplier's account management responsibilities identified in Paragraph 6.1 (<i>Account Management</i>) of Schedule 2A (<i>Services</i>);
"Achieve"	means, in relation to a Milestone, Customer confirming to the Supplier in writing that a Milestone has been achieved in accordance with Schedule 4 (<i>Transition</i>) (and "Achieved" and "Achievement" shall be construed accordingly);
"Additional Service Charges"	means the charges for any Additional Services consumed as identified in Table B.2 in Appendix 2 (<i>Additional Services</i>) of Schedule 5.1 (<i>Charges and Invoicing</i>);
"Additional Services"	means those services which are set out in Table B.2 in Appendix 2 (<i>Additional Services</i>) of Schedule 5.1 (<i>Charges and Invoicing</i>);
"Adjudication"	means, in relation to a Dispute, the process of resolving that Dispute through adjudication in accordance with Paragraph 5 (<i>Adjudication</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Adjudicator"	means a person to whom a Dispute is referred for resolution by adjudication in accordance with Paragraph 5 (<i>Adjudication</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>), provided that such person shall cease to be an Adjudicator if such person resigns, is unable to act, or fails to reach a decision in the circumstances contemplated by Paragraph 5.8 (<i>The Adjudicator's Decision</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>), or such person's appointment otherwise comes to an end or is terminated;
"Affected Party"	means, in relation to a Force Majeure Event, the Party seeking to claim relief in respect of that Force Majeure Event;
"Agreement"	means this agreement for the provision of Services including its Schedules and their Annexes;
"Airtime and SIMs Charges"	means the Charges for the provision of Mobile Airtime Services;
"Apple Device Enrolment Program"	means a service provided by Apple Inc. for automating the enrolment and configuration of Apple devices in an organisation's device management solution;

"Applicable Law"	means Laws applicable to a Party in relation to the performance of its obligations or exercise of its rights under this Agreement;
"Apprentice"	means a member of the Supplier's Personnel who is registered as an apprentice or technician with an industry recognised body;
"Approval"	means in relation to a Supplier Proposed Variation or Customer Proposed Variation, Customer issuing a Variation Approval for that Variation in accordance with Schedule 6.2 (<i>Variation Procedure</i>), (and "Approve" , "Approved" and "Approving" shall be construed accordingly);
"Archives"	means an accumulation of records which has been appraised as having continuing historical and business value and is therefore retained permanently;
"Associated Company"	means, in relation to a body corporate, any other entity which is a subsidiary or parent entity of that body corporate or is a subsidiary of the same parent entity of that body corporate;
"Attendees"	means, in relation to a Governance Forum, the attendees for that Governance Forum listed in Annex 1 (<i>Governance Forums</i>) of Schedule 6.1 (<i>Governance</i>);
"BCDR Plan"	means the business continuity and disaster recovery plan set out in Appendix 3 (<i>BCDR Plan</i>) of Schedule 3.1 (<i>Supplier Solution</i>);
"Catalogue"	means the catalogue of products and services available through this Agreement with associated details provided and maintained by the Supplier in accordance with Paragraph 4 (<i>Catalogue and Ordering</i>) of Schedule 5.1 (<i>Charges and Invoicing</i>);
"CCSL"	means the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;
"CEDR"	means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Cessation Plan"	has the meaning given in Clause 41.3 (<i>Declaration of Ineffectiveness</i>);
"Central Government Body"	means a body listed in one (1) of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> (a) Government Department; (b) Non-Government Public Body or Assembly Sponsored Public Body (advisory, executive or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;

"Change in Law"	means any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;
"Change of Control"	means, in relation to the Supplier: (a) its Ultimate Parent ceases to Control it; or (b) an entity other than the Ultimate Parent becomes its ultimate parent company;
"Charges"	means the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 5.1 (<i>Charges and Invoicing</i>) (and "Charging" shall be construed accordingly);
"Commercial Review Meeting"	means the Governance Forum described in Table 1 of Annex 1 (<i>Commercial Review Meeting</i>) of Schedule 6.1 (<i>Governance</i>) responsible for ensuring that the Services are delivered to the required quality and meet or better the Performance Indicator Targets;
"Commercially Sensitive Information"	means the information listed in Schedule 3.2 (<i>Commercially Sensitive Information</i>) comprising the information of a commercially sensitive nature relating to the Supplier, its IPR or its business;
"Confidential Information"	means: (a) information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to: (i) the Disclosing Party's Group or the Disclosing Party's sub-contractors (excluding, in the case of Customer, the Supplier and its Sub-contractors); or (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party's Group or the Disclosing Party's sub-contractors; (b) other information provided by the Disclosing Party pursuant to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Agreement; (c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees,

	<p>consultants and professional advisers in connection with this Agreement and all matters arising therefrom; and</p> <p>(d) information derived from any of the above, but not including any information which:</p> <p>(i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;</p> <p>(ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;</p> <p>(iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality;</p> <p>(iv) was independently developed without access to the Confidential Information; or</p> <p>(v) relates to the Supplier's:</p> <p>(a) provision of the Services and performance of its obligations under this Agreement; or</p> <p>(b) failure to pay any Sub-contractor as required pursuant to Clause 14.6 (<i>Supply Chain Protection</i>);</p>
"Contract Information"	<p>means:</p> <p>(a) this Agreement in its entirety (including from time to time agreed changes to this Agreement); and</p> <p>(b) data extracted from the invoices submitted pursuant to Clauses 9.1 to 9.3 (<i>Charges and Invoicing</i>) which shall consist of the Supplier's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;</p>
"Contract Year"	<p>means a:</p> <p>(a) period of twelve (12) months commencing on the Effective Date; or</p> <p>(b) period of twelve (12) months commencing on each anniversary of the Effective Date,</p> <p>provided that the final Contract Year shall end on the Expiry Date;</p>
"Control"	<p>means, in relation to an entity, to have the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:</p> <p>(a) cast, or control the casting of, more than fifty per cent (50%) of the maximum number of votes that might be cast</p>

	<p>at a general meeting (or equivalent) of that entity's shareholders (or equivalent); or</p> <p>(b) appoint or remove all, or the majority, of that entity's directors or other equivalent officers; or</p> <p>(c) hold beneficially more than fifty per cent (50%) of its issued share capital or equivalent (excluding any part of that issued share capital or equivalent that carries no right to participate beyond a specified amount in a distribution of either profits or capital); or</p> <p>(d) give directions with respect to its operating and financial policies with which its directors or other equivalent officers are obliged to comply;</p>
"Corrective Action Notice"	has the meaning given in Clause 25.1 (<i>Corrective Action Plan</i>);
"Corrective Action Plan"	subject to Clause 25.6, has the meaning given in Clause 25.2 (<i>Corrective Action Plan</i>);
"Corrupt Act"	has the meaning given in Clause 35.1(b) (<i>Prevention of Fraud and Bribery</i>);
"Corruption Law"	<p>means all Laws in connection with bribery and corruption, including without prejudice to the generality of the foregoing:</p> <p>(a) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on 17 December 1997, which entered into force on 15 February 1999, and the Convention's Commentaries;</p> <p>(b) the United States Foreign Corrupt Practices Act to the extent that it applies to the Supplier at the Effective Date or subsequently during the Term; and</p> <p>(c) the United Kingdom Bribery Act 2010 and, in relation to conduct prior to the Bribery Act 2010 being brought into force, the United Kingdom Public Bodies Corrupt Practices Act 1889 and the Prevention of Corruption Act 1906 (together with the United Kingdom Bribery Act 2010);</p>
"Coverage Uplift"	means the provision by the Supplier of one (1) or more solutions to enhance the coverage of the Mobile Airtime Service at specific locations in accordance with Paragraph 4.2 (<i>Coverage Uplift</i>) of Schedule 2A (<i>Services</i>);
"Coverage Uplift Charges"	means the Charges for the provision of Coverage Uplift;
"Credit Note"	has the meaning given in Paragraph 5.10 (<i>Credit Notes</i>) of Schedule 5.1 (<i>Charges and Invoicing</i>);
"Critical Service Level Failure"	has the meaning given in the Critical Service Level column of the Service Levels table in the Annex to Schedule 2B (<i>Service Levels</i>);
"Customer Contract Manager"	means the person(s) appointed by Customer to the role described in Clause 10.6 (<i>Representatives</i>);

"Customer Data"	means: (a) data (other than Personal Data) supplied to the Supplier by or on behalf of Customer for the purposes of this Agreement; and (b) Personal Data provided by or on behalf of Customer to the Supplier in relation to this Agreement for which Customer is the Data Controller or Data Processor of a third party;
"Customer Group"	means Customer and its Associated Companies from time to time together with the Greater London Authority (and its Functional Bodies), Crossrail Limited (company number 04212657) and reference to any " member of the Customer Group " shall refer to Customer, any such subsidiary, the Greater London Authority (and its Functional Bodies) and Cross London Rail Links Limited; [Note to Draft: to be confirmed by specific Customer.]
"Customer Objectives"	has the meaning given in Clause 5.1 (<i>Services</i>) and where used in a Schedule, the meaning given to it in that Schedule for the purposes of that Schedule;
"Customer Personnel"	means all directors, officers, employees, agents, consultants and non-permanent labour of Customer;
"Customer Portal"	means the online portal for customer interactions and access to service information provided by the Supplier in accordance with Paragraph 6.3 (<i>Customer Portal</i>) of Schedule 2A (<i>Services</i>);
"Customer Proposed Variation"	has the meaning given in Paragraph 3.2.1 (<i>Types of Variations</i>) of Schedule 6.2 (<i>Variation Procedure</i>);
"Customer Remedy"	means Customer's internal helpdesk system for IT service management;
"Customer Representative"	means the representative appointed by Customer pursuant to the position described in Clause 10.5 (<i>Representatives</i>);
"Customer Site"	means sites owned, controlled or occupied by any member of the Customer Group and/or any Central Government Body: (a) from, to or at which the Services are (or are to be) provided; and/or (b) from which the Supplier manages, organises or otherwise directs the provision or use of the Services;
"Data Controller"	has the meaning given in the Data Protection Legislation;
"Data Link Charges"	means the Charges for the provision of Data Links;
"Data Links"	means any of the connectivity solutions used to enable mobile devices to be connected to Customer-nominated networks or data centres provided by the Supplier in accordance with Paragraph 3 (<i>Data Links and APNs</i>) of Schedule 2A (<i>Services</i>);

"Data Processor"	has the meaning given in the Data Protection Legislation;
"Data Protection Legislation"	means: (a) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; (b) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003.
"Data Subject"	has the meaning given in the Data Protection Legislation;
"Declaration of Ineffectiveness"	means a declaration of ineffectiveness in relation to this Agreement made by a court pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulation 113 of the Utilities Contracts Regulations 2006;
"Default"	means any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement: (a) in the case of Customer, of Customer Personnel; or (b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel, in connection with or in relation to the subject matter of this Agreement and in respect of which such Party is liable to the other;
"Detailed Transition Plan"	means the detailed Transition Plan developed by the Supplier from the Outline Transition Plan and Approved by Customer in accordance with Paragraph 5 of Part B (<i>Approval of the Detailed Transition Plan</i>) of Schedule 4 (<i>Transition</i>);
"Device"	means any radio device including mobile handsets and tablets used by Customer in connection with the Services, including Supplier Device;
"Device Specification"	means the functional specification published by the original manufacturer or supplier of a device;
"Device Supply Charges"	means the Charges for the supply of a Supplier Device on a one-off basis;
"Device Warranty Period"	means the period commencing on the date of supply of a Device to Customer by the Supplier and ending two (2) years thereafter or the end the period of the warranty supplied by the original manufacturer or other supplier of the Device, whichever is the longer;
"Disclosing Party"	has the meaning given in Clause 18.1 (<i>Confidentiality</i>);
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to

	the Services, failure to agree in accordance with the Variation Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Notice"	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Documents"	means any documents which the Supplier is required to prepare and deliver to Customer under this Agreement;
"Effective Date"	means the date on which this Agreement has been signed by both Parties;
"Electronic Invoicing Platform"	means Customer's invoicing platform for the submission and receipt of electronic invoices;
"Electronic Procure-to-Pay (eP2P) Vendor Handbook"	the handbook setting out the system, format, file requirements and steps for registering to use and using the Electronic Invoicing Platform as updated from time to time, a copy of which can be downloaded from the following link: https://tfl.gov.uk/corporate/publications-and-reports/procurement-information#on-this-page-5 ;
"Embedded Universal Integrated Circuit Card" or "eUICC"	means the component of a SIM that allows for mobile operators to be changed remotely over the air;
"EMP"	has the meaning given in Paragraph 3.2 of Schedule 3.1 (<i>Supplier Solution</i>);
"Employee Liabilities"	<p>means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:</p> <ul style="list-style-type: none"> (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment,

	<p>marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</p> <p>(d) compensation for less favourable treatment of part-time workers or fixed term employees;</p> <p>(e) outstanding payments in relation to salary and benefits, employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;</p> <p>(f) employment claims whether in tort, contract or statute or otherwise; or</p> <p>(g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p>
"End Date"	means, in relation to the Services (or part of the Services), the date on which Customer confirms in writing to the Supplier that Exit Assistance has been completed without prejudice to Customer's rights in relation to any Default by the Supplier of its obligations in Schedule 7 (<i>Exit Management</i>);
"Exit Assistance"	means the Supplier's assistance with the transition of the Services to one (1) or more Replacement Supplier(s) in accordance with Paragraph 6 (<i>Exit Assistance</i>) of Schedule 7 (<i>Exit Management</i>);
"Exit Assistance Charges"	means the Charges for the provision of Exit Assistance;
"Exit Information"	<p>means information reasonably requested by Customer for the purpose of re-tendering and migrating the Services (in context of the information typically available from electronic communications service providers in relation to the same) including the following:</p> <p>(a) number of SIMs, with a breakdown of those connected to the Supplier Network or not;</p> <p>(b) the location of SIMs used in machine-to-machine (M2M) applications and the work location of users to whom mobile Devices/SIMs have been issued;</p> <p>(c) reports on data and voice usage of the Services over the last twelve (12) months;</p> <p>(d) documents reasonably requested by a Replacement Supplier;</p> <p>(e) details of bespoke solutions provided by the Supplier, including any coverage solutions, boosters and routers provided by the Supplier (including the location of any such equipment);</p> <p>(f) information/assistance required to transition of eSIMs from the Supplier's subscription manager;</p> <p>(g) information/assistance required for the purpose of porting numbers allocated to Customer users to a Replacement Supplier; and</p> <p>(h) details of all data links/VPN connections with Customer used for Customer applications (e.g. iBus);</p>

"Exit Management"	has the meaning given in Schedule 7 (<i>Exit Management</i>);
"Exit Period"	has the meaning given in Schedule 7 (<i>Exit Management</i>);
"Exit Plan"	means the plan to support the transition of the Services to one (1) or more Replacement Supplier(s) produced and updated by the Supplier during the Term in accordance with Schedule 7 (<i>Exit Management</i>);
"Expedited Dispute Timetable"	means the reduced timetable for the resolution of Disputes set out in Paragraph 3 (<i>Expedited Dispute Timetable</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Expiry Date"	means the date on which the Exit Period has expired in respect of all of the Services. For the avoidance of doubt, the Expiry Date shall be the same date as the last End Date;
"Extension Period"	means a period of one (1) year or longer starting from the day after the final day of the Initial Term or (if later) a previous Extension Period, as notified by Customer to the Supplier in accordance with Clause 4.2 (<i>Term</i>) of this Agreement;
"Fixed Rate Extension Period"	has the meaning given in Paragraph 6.3 of Schedule 5.1 (<i>Charges</i>);
"FOI Legislation"	means the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and any other applicable Law relating to access to Information held by a public agency or enterprise;
"Force Majeure Event"	means an event outside the reasonable control of a party, including acts of God, riots, war, civil unrest or armed conflict, acts of terrorism, fire, flood, extraordinary storm, lightning, or earthquake, or similar natural or man-made disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel, any disaster caused by the Supplier, a Sub-contractor or the Supplier Personnel or any other failure in the Supplier's or a Sub-contractor's supply chain. For the avoidance of doubt, the UK's exit from the European Union shall not be a Force Majeure Event;
"Force Majeure Notice"	means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Former Supplier(s)"	means, in relation to services provided to Customer which are replaced by any part of the Services, the person(s) who supplied such services immediately prior to such replacement which shall include any sub-contractor of such supplier(s) (or any sub-contractor of any such sub-contractor);
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a service that is the same or materially similar to the Services (including in terms of scope, specification, volume and quality of performance);

"Good Industry Practice"	means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like Customer, such supplier seeking to comply with its contractual obligations in full and complying with Applicable Law;
"Governance"	means the governance structure, roles and responsibilities of the Parties and contract management processes as set out at Schedule 6.1 (<i>Governance</i>);
"Governance Forum"	means a Governance forum which is listed in Paragraph 4.1 (<i>Governance Forums</i>) of Schedule 6.1 (<i>Governance</i>) (and "Governance Forums" shall mean any of them);
"Health and Safety Legislation"	means all Laws which have as a purpose or effect the protection or prevention of harm to human health, environment or health and safety or compensation for such harm;
"Holding Company"	has the meaning given in section 1159 of the Companies Act 2006;
"Incident"	means an unplanned interruption to a service or reduction in the quality of a service;
"Indemnified Party"	has the meaning given in Clause 22.8 (<i>Limit on Indemnity Obligations</i>) of this Agreement;
"Indemnified Person"	means Customer and each Service Recipient;
"Indemnifying Party"	has the meaning given in Clause 22.8 (<i>Limit on Indemnity Obligations</i>) of this Agreement;
"Index"	means the Consumer Price Index published from time to time by the Office of National Statistics or any successor or replacement agency or government department;
"Information"	means any data or records, irrespective of format or medium, which are generated or used by the Supplier. Examples include electronic communications, emails, video recordings, hard copy (paper) files, images, graphics, maps, plans, technical drawings, programs, software and all other types of data;
"Information Access Request"	means a request for any information submitted under the FOI Legislation;
"Information Security Management System" or "ISMS"	means a management system, based on a business risk approach, to establish, implement, operate, monitor, review, maintain and improve information security;
"Initial Term"	means the period from the Effective Date to the date which is seven (7) years after the Service Commencement Date;

"Insolvency Event"	<p>means any of the following:</p> <p>(a) the Supplier and/or its parent entity and/or the Guarantor making or seeking to make any composition, compromise, assignment or voluntary arrangement with its creditors or any class thereof or becoming subject to an administration order;</p> <p>(b) a liquidator, receiver, administrative receiver, compulsory manager, administrator, or other similar officer being appointed in respect of the Supplier and/or its parent entity and/or the Guarantor or any of their assets;</p> <p>(c) the Supplier and/or its parent entity and/or the Guarantor has had or takes any action, procedure or step in relation to the suspension of payments, a moratorium of any indebtedness, dissolution, winding-up or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);</p> <p>(d) the Supplier and/or its parent entity and/or the Guarantor threatening to cease to carry on its business or any material part thereof for any reason and/or being unable to pay its debts within the meaning of the Insolvency Act 1986 or any other applicable insolvency or bankruptcy legislation or otherwise being unable to pay its debt as the fall due and/or suspends (or threatens to suspend) making payments on any of its debts and/or commences negotiations with one (1) or more of its creditors with a view to rescheduling any of its indebtedness;</p> <p>(e) any action, procedure or step has been taken in relation to the enforcement of any security over any of the assets of the Supplier and/or its parent entity and/or the Guarantor and such action, procedure or step could reasonably be expected to result in insolvency and/or have a material adverse effect on the relevant company;</p> <p>(f) the value of the assets of the Supplier, its parent entity or the Guarantor is less than its liabilities (taking into account contingent and prospective liabilities);</p> <p>(g) any expropriation, attachment, sequestration, distress or execution or similar process affects any asset or assets of the Supplier and/or its parent entity and/or the Guarantor; or</p> <p>(h) any similar event to those in (a) to (g) occurring in relation to the Supplier and/or its parent entity and/or the Guarantor under the law of any applicable jurisdiction for those purposes;</p>
"Insurances"	has the meaning given in Schedule 10 (<i>Insurance</i>);
"Insured"	has the meaning given in Paragraph 1 of Annex 1 (<i>Required Insurances</i>) of Schedule 10 (<i>Insurance</i>);
"Intellectual Property Rights"	<p>means:</p> <p>(a) copyright, rights related to or affording protection similar to copyright, database rights, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs,</p>

	<p>know-how, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction,</p> <p>(and "IPR" shall be construed accordingly);</p>
"Invoice"	means an invoice issued by the Supplier to Customer in accordance with Schedule 5.1 (<i>Charges and Invoicing</i>);
"ISO/IEC 27001"	means the security certification standard in relation to information management systems as recognised by the International Organisation for Standardisation or such other security certification standard that may be deemed adequate by Customer;
"Key Performance Indicators" or "KPIs"	means the key performance indicators to which the Services are to be provided as set out in Paragraph 6.4 of Schedule 2A (<i>Services</i>);
"Key Sub-contract"	means each Sub-contract with a Key Sub-contractor;
"Key Sub-contractor"	<p>means any Sub-contractor:</p> <p>(a) which has or would have a critical role in the provision of all or any part of the Services which is exclusively provided to Customer; or</p> <p>(b) with a Sub-contract in respect of all or any part of the Services which is exclusively provided to Customer and which has a contract value which at the time of appointment exceeds (or would exceed if appointed) two hundred and eighty five thousand pounds sterling (£285,000);</p>
"Law"	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, by-law, regulation, order, mandatory guidance or mandatory code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, in each case to the extent that they are applicable to the relevant Party;
"Licensed Software"	means all and any Software licensed by or through the Supplier, its Sub-contractors or any Third Party to Customer for the purposes of or pursuant to this Agreement, including any Supplier Software and/or Third Party Software;
"London Living Wage"	the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk);
"Losses"	means losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in

	contract, tort (including negligence), breach of statutory duty or otherwise;
"Material Service Level Failure"	means, in relation to any one (1) Service Level, a failure by the Supplier to meet the Service Level in two (2) or more months in any period of four (4) consecutive months;
"Mediation Notice"	has the meaning given in Paragraph 4.1 (<i>Mediation</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Mediator"	means the independent third party appointed in accordance with Paragraph 4 (<i>Mediation</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>) to mediate a Dispute;
"Micro-SIM"	means a SIM card with the '3FF' physical form factor as defined by the 3GPP (3 rd Generation Partnership Project);
"Milestone"	means a milestone identified in the Transition Plan;
"Milestone Date"	means, in relation to a Milestone, the date at which such Milestone is due to be Achieved as set out in the applicable Transition Plan;
"Mobile Airtime Service"	means the provision by the Supplier of mobile voice calls, messaging, data and related services in accordance with Paragraph 1 (<i>Airtime and SIMs</i>) of Schedule 2A (<i>Services</i>);
"Mobile Telecommunications Privileged Access Scheme" or "MTPAS"	means the UK procedure for enabling priority access to mobile networks for privileged users responding to emergency incidents;
"Multi-Party Dispute"	has the meaning given in Paragraph 7.1 (<i>Multi-Party Dispute</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Multi-Party Dispute Representatives"	has the meaning given in Paragraph 7.6 (<i>Multi-Party Disputes</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Multi-Party Dispute Resolution Board"	has the meaning given in Paragraph 7.6 (<i>Multi-Party Disputes</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Multi-Party Dispute Resolution Procedure"	has the meaning given in Paragraph 7 (<i>Multi-Party Disputes</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Multi-Party Procedure Initiation Notice"	has the meaning given in Paragraph 7.2 (<i>Multi-Party Disputes</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Notice of Adjudication"	has the meaning given in Paragraph 5.1 (<i>Notice of Adjudication</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Notice Period"	has the meaning given in Clause 31.5 (<i>London Living Wage</i>);
"Occasion of Tax Non-Compliance"	means: <ul style="list-style-type: none"> (a) any tax return of the Supplier submitted to a tax authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> (i) a relevant tax authority successfully challenging the Supplier under the general anti-abuse rule or the

	<p>Halifax abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the general anti-abuse rule or the Halifax abuse principle;</p> <p>(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a relevant tax authority under the disclosure of tax avoidance schemes operated by HMRC or any equivalent or similar regime; and/or</p> <p>(b) any tax return of the Supplier submitted to a relevant tax authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;</p>
"Official Journal of the European Union"	means the official gazette record for the European Union;
"Other Supplier"	means any supplier to Customer from time to time excluding the Supplier;
"Outline Transition Plan"	means the outline transition plan set out at Annex 1 (<i>Outline Transition Plan</i>) of Schedule 4 (<i>Transition</i>);
"Party"	means Customer and/or the Supplier (as the context requires or permits);
"Personal Data"	means personal data (as defined in the Data Protection Legislation) which is Processed by the Supplier or any Sub-contractor pursuant to or in connection with this Agreement;
"Privacy Impact Assessment"	means a process used to identify and mitigate the privacy and data protection risks associated with an activity involving the Processing of Personal Data;
"Process"	has the meaning given under the Data Protection Legislation (and "Processed" and "Processing" shall be construed accordingly);
"Product Terms"	has the meaning given in Paragraph 9 (<i>Product Terms</i>) of Schedule 2A (<i>Services</i>);
"Professional Services Charges"	means the charges for the provision of the professional services set out in Paragraph 3.1.3(b) (<i>Charges</i>) of Schedule 5.1 (<i>Charges and Invoicing</i>) and calculated in accordance with the Rate Card;
"Project"	means a planned, co-ordinated and time-bound set of activities delivered by the Supplier and established for the delivery of defined objectives;
"Public Official"	means any person (whether appointed or elected) holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise (including any officer or employee of a state-owned or state-operated entity) or a public international organisation;

"Public Procurement Termination Event"	means an event occurring if a court determines that one (1) or more of the circumstances described in Regulation 73(1) of the Public Contracts Regulations 2015 has occurred;
"QUENSH Conditions"	means the quality, environmental, safety and health conditions published by TfL from time to time;
"Rate Card"	means the rate card designated as being the 'Rate Card' in Schedule 5.1 (<i>Charges and Invoicing</i>) to be used for the purpose of calculating Charges for Professional Services and Exit Management;
"Recipient"	has the meaning given in Clause 18.1 (<i>Confidentiality</i>);
"Records"	means Information created, received, and maintained as evidence by the Supplier, in pursuance of legal obligations or in the provision of the Services;
"Records Management"	means the field of management responsible for the efficient and systematic control of the creation, receipt, maintenance, use and disposal of Records, including processes for capturing and maintaining Information about the Supplier's activities and provision of Services in the form of Records;
"Referral Notice"	has the meaning given in Paragraph 5.6.1 (<i>Referral of the Dispute</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Referring Party"	has the meaning given in Paragraph 5.2.2 (<i>Appointing the Adjudicator</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Related Third Party"	has the meaning given in Paragraph 7.1.2 (<i>Multi-Party Disputes</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Relief Event"	has the meaning given in Clause 26.1 (<i>Relief Events</i>);
"Replacement Services"	means any services which are the same as or substantially similar to any of the Services (or any part of the Services) and which Customer receives in substitution for any of the Services (or any part of the Services) following the expiry or earlier termination of the provision of such Service under this Agreement;
"Replacement Supplier(s)"	means any provider(s) of Replacement Services appointed by Customer from time to time or, if Customer is providing Replacement Services for its own account, Customer;
"Representatives"	has the meaning given in Clause 35.1 (<i>Prevention of Fraud and Bribery</i>);
"Responding Party"	has the meaning given in Paragraph 5.2.2 (<i>Appointing the Adjudicator</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Restricted Countries"	means any country outside the United Kingdom;
"Request for Further Information"	has the meaning given in Paragraph 3.8 (<i>Supplier Proposals</i>) of Schedule 6.2 (<i>Variation Procedure</i>);

"Road Traffic Acts"	means any Laws which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man;
"Roaming SIM"	means a SIM that enables a user Device to roam between the services of multiple mobile networks within the UK in accordance with Paragraph 1.3 (<i>SIM Cards</i>) of Schedule 2A (<i>Services</i>);
"Security Incident"	means an incident originating in the Supplier's or its Sub-contractors' systems which affects or may affect the security, confidentiality or integrity of the Services;
"Service Commencement Date"	means the date on which the first SIM is connected to the Supplier Network;
"Service Deliverables"	means any Documents created by or on behalf of the Supplier pursuant to the provision of the Services which is a Service management report (such as a Service Level performance report);
"Service Levels"	means the service levels set out in Schedule 2B (<i>Service Levels</i>);
"Service Materials"	means all Documentation and other materials provided by the Supplier for use in connection with the Services (excluding Service Deliverables);
"Service Pilot Complete Milestone"	means a Milestone designated as such in Paragraph 2.1 of Schedule 4 (<i>Transition</i>);
"Service Recipient"	means any recipient of the Services (including Customer Personnel and Customer's customers);
"Service Requirements"	means Customer's requirements in relation to the Services which are described in Schedule 2A (<i>Services</i>);
"Service Review Meeting"	means the Governance Forum described in Table 2 of Annex 1 (<i>Service Review Meeting</i>) of Schedule 6.1 (<i>Governance</i>);
"Services"	means: (a) all or any part of the services to be provided to, or activities to be undertaken for, Customer by the Supplier under this Agreement including those detailed in Schedule 2A (<i>Services</i>); and (b) any services, functions or responsibilities which may be reasonably regarded as incidental or ancillary to the foregoing services or activities and which may be reasonably inferred from this Agreement;
"Sites"	means a physical location which can be a Customer Site, Supplier Site or a Third Party Site (as the context requires or permits);
"Software"	means system software, operating systems, applications, programmes and procedures and tools to recreate or recompile any of the foregoing (including build files, compiler files, test scripts and configurations) and all updates and upgrades to any

	of the foregoing that enable hardware or systems to perform tasks or operations or process data, in each case in object code form unless expressly provided otherwise in this Agreement;
"Solutions"	means the services set out in Paragraph 5 (<i>Solutions</i>) of Schedule 2A (<i>Services</i>);
"Solutions Charges"	means the Charges for the provision of Solutions;
"Special Categories of Personal Data"	has the meaning given to it in the Data Protection Legislation;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of Customer and which would not affect a service that is the same or materially similar to the Services (including in terms of scope, specification, volume and quality of performance);
"Sub-contract"	means any contract or agreement between the Supplier (or a Sub-contractor) and any person whereby that person agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof including without limitation contracts between the Supplier and a member of the Supplier Group;
"Sub-contractor"	means any person with whom: (a) the Supplier enters into or has entered into a Sub-contract; or (b) a person under (a) enters into a Sub-contract, or agents of that person;
"Subject Access Request"	means a request made by a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access his or her Personal Data;
"Supervisory Authority"	has the meaning given to it in the Data Protection Legislation;
"Supplier"	means Telefonica UK Limited (company number 01743099);
"Supplier Contract Manager"	means the person(s) appointed by the Supplier to the position described in Clause 10.4 (<i>Representatives</i>);
"Supplier Device"	means any Device supplied by the Supplier;
"Supplier Group"	means the Supplier and its Associated Companies from time to time, and " member of the Supplier Group " shall have a corresponding meaning;
"Supplier IPR Claim"	means any claim alleging that the provision or receipt of the Services (including for the avoidance of doubt and without limitation the supply of the Service Materials, Service Deliverables and/or Devices) by Customer infringes any Third Party IPR;

"Supplier Network"	means the electronic communications network operated (or otherwise used) by the Supplier to provide the Services, as set out in Schedule 3.1 (<i>Supplier Solution</i>);
"Supplier Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under this Agreement;
"Supplier Proposal"	means: (a) a document issued by the Supplier in response to a Variation Notice in accordance with Paragraph 3.3 of Schedule 6.2 (<i>Variation Procedure</i>); or (b) a document issued by the Supplier to propose a Supplier Proposed Variation in accordance with Paragraph 3.6 of Schedule 6.2 (<i>Variation Procedure</i>);
"Supplier Proposed Variation"	has the meaning given in Paragraph 3.2.2 (<i>Types of Variations</i>) of Schedule 6.2 (<i>Variation Procedure</i>);
"Supplier Representative"	means the representative appointed by the Supplier pursuant to the position described in Clause 10.3 (<i>Representatives</i>);
"Supplier Request"	means a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute;
"Supplier Solution"	means the Supplier's solution for the Services at the Effective Date which is set out in Schedule 3.1 (<i>Supplier Solution</i>);
"Support Desk"	means the facility provided by the Supplier for customer support in accordance with Paragraph 6.4 (<i>Support Desk</i>) of Schedule 2A (<i>Services</i>);
"Term"	has the meaning given in Clause 4.1 (<i>Term</i>);
"Termination Date"	means: (a) in relation to the Services or part of the Services, the End Date of such Services; and (b) in relation to this Agreement, the Expiry Date;
"Termination Notice"	a written notice of termination given by one (1) Party to the other, giving the other Party notice that the Party giving the notice is exercising its right under this Agreement to terminate: (a) this Agreement; or (b) this Agreement to the extent (and only to the extent) that it relates to one (1) or more (but not all) parts of the Services, as set out in the notice, on a specified date and setting out the grounds for termination;

"TfL"	means Transport for London, a statutory corporation established by section 154 of the Greater London Authority Act 1999;
"Third Party"	means a person who is not: (a) Customer or a member of the Customer Group; or (b) the Supplier or a member of the Supplier Group, (and includes any government body other than Customer);
"Third Party Beneficiary"	has the meaning given in Clause 40.1 (<i>Third Party Rights</i>);
"Third Party IPR"	means Intellectual Property Rights owned by a Third Party;
"Third Party Provisions"	has the meaning given in Clause 40.1 (<i>Third Party Rights</i>);
"Third Party Site"	means sites owned, controlled or occupied by a Third Party to which the Services are (or are to be) provided;
"Third Party Software"	means Software which is proprietary to any Sub-contractor (other than a member of the Supplier Group) or Third Party or any open source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services;
"Transition"	means transition to the Supplier in accordance with Schedule 4 (<i>Transition</i>);
"Transition Plan"	means: (a) until the Detailed Transition Plan has been Approved by Customer in accordance with Paragraph 5 of Part B (<i>Approval of the Detailed Transition Plan</i>) of Schedule 4 (<i>Transition</i>), the Outline Transition Plan; (b) when Approved by Customer, the Detailed Transition Plan, and, in each case, includes the then-current Transition Contingency Plan;
"Transparency Commitment"	means Customer's commitment to comply with the Local Government Transparency Code of Practice 2015 issued by the UK government (and any other applicable obligations relating to the proactive publication of information held by a public agency or enterprise) in accordance with which Customer is committed to publishing its contracts, tender documents and data from invoices received;
"Ultimate Parent"	means the ultimate Holding Company of the Supplier at the date of the Agreement;
"Variation"	means any variation to the Services or their performance, including additions, omissions, substitutions, alterations, changes in quality, deliverables or timing of the same. Variations may take the form of a Customer Proposed Variation or Supplier Proposed Variation in accordance with Schedule 6.2 (<i>Variation Procedure</i>) (and " Varied " shall be construed accordingly);

"Variation Approval"	has the meaning given in Paragraph 3.16 (<i>Variation Approval</i>) of Schedule 6.2 (<i>Variation Procedure</i>);
"Variation Notice"	has the meaning given in Paragraph 3.3 (<i>Variation Notices</i>) of Schedule 6.2 (<i>Variation Procedure</i>);
"Variation Pricing"	has the meaning given in Paragraph 3.9 (<i>Settlement of Variations</i>) of Schedule 6.2 (<i>Variation Procedure</i>);
"Variation Procedure"	means the procedure for considering, approving and implementing Variations as set out in Schedule 6.2 (<i>Variation Procedure</i>);
"VAT"	means value added tax as provided for in the Value Added Tax Act 1994; and
"Working Day"	means any day other than a Saturday, Sunday or public holiday in England.

2. ABBREVIATIONS

Unless otherwise provided or the context otherwise requires the following abbreviations shall have the meanings set out below:

"APN"	means Access Point Names;
"B2B"	means business-to-business;
"eSIM"	means embedded Subscriber Identity Module;
"FCA"	means Financial Conduct Authority;
"ISFT"	means invitation to submit final tenders;
"ISIT"	means invitation to submit initial tenders;
"LPWAN"	means Low Power Wide Area Network;
"KPI"	means Key Performance Indicators;
"M2M"	means machine-to-machine;
"MMS"	means multimedia messaging service;
"MNO"	means mobile network operator;
"UK"	means United Kingdom;
"SIM"	means Subscriber Identity Module;
"SMS"	means short message service; and
"VPN"	means virtual private network.



[GLA Entity]
and
TELEFONICA UK LIMITED

**Agreement for the provision of
Mobile Services Lot 2
Schedule 2A
Services**

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1. **AIRTIME AND SIMS**

1.1 **(Not used)**

1.2 **M2M Services**

Req. ID	Name	Description
MS-004	Mobile Airtime Service (M2M)	The Supplier shall provide a Mobile Airtime Service including SMS messaging and data services for M2M Devices.
MS-005	Mobile Airtime Service (M2M) – Capabilities	The Mobile Airtime Service for M2M Devices shall support a standard range of capabilities, including: <ul style="list-style-type: none"> (a) SMS/MMS; (b) support for 4G and 5G; (c) soft/hard data caps on a per individual or per group of connections basis; and (d) options to enable, disable and limit international roaming on a per connection basis.
MS-006	Mobile Airtime Service (M2M) – Applications	Mobile Airtime Services for M2M Devices shall be suitable for a broad range of applications ranging from low bandwidth (e.g. <5MB per Device per month) to high consumption applications (e.g. >40GB per Device per month).
MS-007	Mobile Airtime Service (M2M) – Voice	The Mobile Airtime Services for M2M Devices shall support the optional inclusion of voice call services for some connections.

- 1.2.1 Customer will ensure that each Device has its own unique IMEI (International Mobile Equipment Identity) number.
- 1.2.2 The Supplier shall have access to and may use bulk and anonymised data, which is not Personal Data, for any reason for its own business purposes including without limitation for statistical analysis, use with or in other Supplier products and services, and for the provision to third parties.
- 1.2.3 Without prejudice to any express obligations of the Supplier under this Agreement, the Customer acknowledges that provision of the Mobile Airtime Service is subject to the geographic extent of network coverage and geography, atmospheric conditions, interference and/or the number of users trying to access the services in any particular location may affect service performance.
- 1.2.4 Customer shall comply with reasonable instructions and operational requirements where required to ensure the proper operation of the Mobile Airtime Service.
- 1.2.5 Where the Supplier Solution identifies that particular equipment will be used but this equipment becomes unavailable, the Supplier may substitute an equivalent alternative. Customer will provide reasonable access to Customer Sites where necessary for the installation and maintenance of equipment used to deliver the Services.

1.3 SIM Cards

Where new Devices are introduced, the Customer will take reasonable steps to carry out and the Supplier will support reasonable testing to confirm compatibility with the Supplier's SIM cards. In the event that any compatibility issues are identified, the Supplier will take reasonable steps to resolve these in conjunction with the Customer and the Customer's Device supplier.

Req. ID	Name	Description
MS-008	Standard SIM	The Supplier shall provide standard Subscriber Identity Module (SIM) cards to enable access to the Mobile Airtime Service.
MS-009	SIM Size	SIM cards offered shall include nano-SIM and older formats (e.g. Micro-SIM) for compatibility with older Devices where required.
MS-010	Roaming SIMs	The Supplier shall provide Roaming SIM cards that offer improved coverage and resilience for M2M Devices by enabling roaming between the Supplier's network and service using at least one (1) alternative MNO's network within the United Kingdom.
MS-011	(Not used)	
MS-012	eSIM	The Supplier shall support eSIM Devices, including: <ul style="list-style-type: none"> (a) provision of support for Devices with an Embedded Universal Integrated Circuit Card (eUICC); (b) provision of SIM cards with eUICC support for use in compatible Devices; (c) provision of eSIM subscription manager services for remote management of the eUICC, including enable/disable, profile download, profile swap; and (d) support for migration of eSIM Devices to the subscription manager (and network services) of other providers.

2. (NOT USED)

3. DATA LINKS AND APNS

Req. ID	Name	Description
MS-026	APNs	The Supplier shall support multiple Access Point Names (APNs) to enable mobile Devices to be configured to connect to different external packet-switched networks.
MS-027	Data Links	The Supplier shall support a variety of connectivity options for data services, including: <ul style="list-style-type: none"> (a) direct public connection to the internet;

		<p>(b) virtual private network (VPN) connection to nominated premises/data centres delivered via the internet; and</p> <p>(c) private network connection delivered via dedicated circuits from the Supplier's network to nominated premises/data centres, including redundant circuit options.</p>
MS-028	Cellular Router	The Supplier shall offer cellular router Supplier Devices which can be installed at any Customer Site to provide access to the internet for Customer users via local Wi-Fi and/or ethernet connections.
MS-029	Cellular WAN Extender	The Supplier shall offer a cellular WAN extender solution via secure network integration into the Customer's WAN whereby a cellular Supplier Device can be installed at any Customer Site and used to extend the Customer's network coverage to that location for local access via Wi-Fi and/or ethernet.

4. COVERAGE

4.1 General Coverage

Req. ID	Name	Description
MS-030	National Coverage	The Supplier shall provide mobile coverage for connections to the network operating nationally, across Greater London and throughout the Customer's operational areas.
MS-031	International Roaming	The Supplier shall provide roaming coverage for Customer users travelling internationally (subject to appropriate user permissions).

4.2 Coverage Uplift

Req. ID	Name	Description
MS-032	Coverage Uplift	The Supplier shall provide coverage enhancement for additional coverage, including indoor coverage, at Customer Sites, e.g. offices, depots and key operational locations where the standard network coverage is insufficient. A list of key locations is provided in Appendix 1 (<i>Key Locations</i>).

5. SOLUTIONS

Req. ID	Name	Description
MS-033	Solutions Provision	The Supplier shall offer a solutions service, whereby new connectivity solutions, mobile technology and/or

		applications can be developed and provided to suit the Customer requirements over time.
MS-034	Solutions Activities	Solutions activities may include: (a) feasibility and concept design; (b) demonstrator/proof of concept activities; and (c) full solutions definition, deployment and support.

6. SUPPORT

6.1 Account Management

Req. ID	Name	Description
MS-035	Account Manager	The Supplier shall provide a dedicated Account Manager to act as a primary contact for the Customer.
MS-036	Account Manager Responsibilities	The Supplier's Account Manager shall take responsibility for: (a) ensuring the Supplier delivers the Services in accordance with the requirements; (b) investigating service performance, usage or billing queries; (c) assisting the Customer with optimising its use of the Services to minimise costs (e.g. tariff optimisation, ceasing dormant services); (d) receiving and overseeing the delivery of orders raised; (e) advising on service or technology developments of relevance to the Customer; (f) addressing any performance issues or complaints raised; and (g) continual service improvement.
MS-037	Account Management Meetings	The Supplier's Account Manager shall attend monthly account management meetings and service reviews.
MS-038	Cost Centres/ Other Bodies	The Supplier shall support dividing the user base within the account to reflect the needs of different units/cost centres within the Customer and/or the potential provision of services to other bodies related to the Customer or the Greater London Authority. This shall include options for: (a) separate access to the Account Manager or a nominated member of the Supplier's account management team; (b) separate access to the Customer Portal, configured to reflect the relevant subset of users; (c) tailored reporting for the relevant subset of users and services consumed; and

Req. ID	Name	Description
		(d) separate billing.

6.2 Cost Management

Req. ID	Name	Description
MS-039	Cost Management	<p>The Supplier shall take a proactive role assisting the Customer with optimising the Services to minimise costs through measures which may include:</p> <ul style="list-style-type: none"> (a) transparent reporting; (b) provision of bill analysis; (c) cost breakdown analysis; (d) identification of 'high roller' and dormant users/services; (e) anticipation and avoidance of 'bill shock' i.e. unexpected dramatic increases in bills which may be caused by a change in usage made without understanding the impact; (f) provision of usage alerts (e.g. text warnings sent to users when a threshold is breached); (g) tariff reviews and optimisation of tariffs; and (h) management of subscriber permissions.

6.3 Customer Portal

Req. ID	Name	Description
MS-040	Customer Portal	The Supplier shall provide a Customer Portal for individuals authorised by the Customer to access account details.
MS-041	Customer Portal Facilities	<p>The Customer Portal shall support:</p> <ul style="list-style-type: none"> (a) viewing and amending details in the inventory of users and Devices; (b) enabling and disabling services (e.g. cease/bar line, disable/enable international roaming, premium rate, voicemail, etc.); (c) viewing the catalogue of services and products available; (d) raising orders and tracking order progress and history; (e) accessing a dashboard view of key usage and account parameters and trends; (f) creating, viewing and customising reports; (g) viewing billing information and status;

Req. ID	Name	Description
		<p>(h) raising incidents and queries with the Support Desk and tracking progress; and</p> <p>(i) providing access to help and support documentation.</p>

6.4 Support Desk

Req. ID	Name	Description
MS-042	Support Desk	The Supplier shall provide a Support Desk for users authorised by the Customer which shall be accessible by telephone or email as a minimum.
MS-043	Support Desk Hours	The Support Desk hours of operation shall be 08:00 to 18:00 on Working Days as a minimum.
MS-044	Support Desk Facilities	<p>The Support Desk shall include support for:</p> <p>(a) receiving and processing orders and providing status updates;</p> <p>(b) raising Incidents and queries relating to the Services and tracking progress;</p> <p>(c) amending service details, e.g. cease or bar connections, enable international roaming;</p> <p>(d) arranging for replacement of faulty Devices or accessories, including delivery details;</p> <p>(e) arranging recycling of Devices no longer required, including collection details;</p> <p>(f) provision of technical support, e.g. for the set-up and configuration of Devices or services; and</p> <p>(g) requesting billing information or reports.</p>
MS-044a	Support Desk – Out of Hours	The Supplier shall provide access to the Support Desk or an alternative support contact facility out of hours (24 hours per day, 7 days per week) for notification, management and reporting on progress of Service Incidents.

6.5 Reporting

Req. ID	Name	Description
MS-045	Monthly Reports	The Supplier shall provide monthly reporting with details of the Services consumed, performance of the Services and costs incurred, including supporting details.
MS-046	Report Breakdown	<p>The reports provided shall support different views of the Services consumed, including:</p> <p>(a) overall Customer summary;</p>

Req. ID	Name	Description
		(b) individual reports for each unit/cost centre; and (c) breakdown by Service and/or applicable tariff.
MS-047	Usage Reporting	Usage reporting information provided shall include: <ul style="list-style-type: none"> (a) number of users / connections in an area (organisational unit/cost centre); (b) overall usage by type of function (i.e. voice / SMS / data); (c) number of active SIMs; (d) highlight of usage that is significantly above average for that area, e.g., reporting of 'top N' users; (e) highlight of usage that is significantly below average usage for that area, or zero usage; (f) highlight of out-of-bundle usage including any premium rate calls or data/messages by individual user/connection where applicable; (g) historical/trend analysis information for variable periods of time; (h) highlighting indicators which may point to irregular user behaviour or service faults; (i) volumes and type of calls or usage by individual user/connection, groups of users/connections, service, location, etc.; and (j) full cost analysis of volumes and type of calls or usage by individual user/connection, groups of users/connections, Service, location, etc.
MS-048	Network Service Performance Reporting	The Supplier shall provide monthly performance reports on key network service parameters within Greater London as experienced by the Customer's users. Performance reports shall include: <ul style="list-style-type: none"> (a) voice call success; (b) SMS success; (c) data performance parameters (e.g. authentication success, average speeds, latency); (d) service outages affecting Customer users, including network services or Data Links; (e) customer service performance measures; and (f) a commentary on key trends or service disruptions during the period.
MS-049	Contract Performance Reporting	The Supplier shall provide monthly contract performance reports, including: <ul style="list-style-type: none"> (a) performance against Service Levels) for the period;

Req. ID	Name	Description
		(b) summary of Support Desk activities, including incidents raised and resolution; (c) continual service improvement activities; and (d) progress reporting during transition of services.

7. TRANSITION SUPPORT

7.1 (Not used)

7.2 M2M Transition

Req. ID	Name	Description
MS-056	Transition Management	The Supplier shall work with the Customer and Customer -nominated Third Parties to manage the transition of nominated Devices from the Former Supplier(s) to the Supplier's Services or to introduce mobile services for new Devices where new M2M projects are being deployed.
MS-057	Transition Manager	The Supplier shall appoint a dedicated project manager to be responsible for the delivery of all transition requirements.
MS-058	Transition Plan	The Supplier shall produce and maintain a Transition Plan in accordance with Schedule 4 (<i>Transition</i>) which covers all aspects of the Transition working with each relevant Customer organisation and the nominated contact/project manager identified by the Customer for each workstream.
MS-059	Transition Plan Details	The Transition Plan shall include: <ul style="list-style-type: none"> (a) details of all activities with timelines and milestone dates; (b) clear identification of responsibilities and expectations of the Customer, the Customer's existing network supplier(s), M2M solution providers, end users and any third parties; (c) plans for installation and test of the network connectivity and APNs as appropriate for the M2M Devices and application(s); (d) details of the testing to be carried out in conjunction with the relevant M2M delivery project to validate the transition approach and to confirm successful operation after Transition; (e) Device details and status (e.g. number, Device identifier, unit/cost centre, location, services and target tariff, SIM type, transition date); (f) batch contents/sizes, delivery locations, delivery contacts, labelling and configuration; and

Req. ID	Name	Description
		(g) a communications plan, detailing the information, briefings and support arrangements to be provided in advance of, during and subsequent to the transition.
MS-060	Transition Updates	The Transition Plan shall be maintained on an ongoing basis during Transition and made available to the Customer on a near real-time basis as transitions are activated.
MS-061	Transition at Exit	The Supplier shall support the transition of M2M Devices and services to any Replacement Supplier in time for transition of all connections by the end of the Term.
MS-062	Transition at Exit – eSIM	For eSIM Devices, the Supplier shall support eSIM migration to the subscription manager of the Replacement Supplier.

8. ADDITIONAL SERVICES

The parties acknowledge that the Additional Services in this Paragraph 8 may be required by the Customer at its option and the Customer shall notify the Supplier of its decision to avail them in writing.

8.1 (Not used)

8.2 Secure Network Access

Req. ID	Name	Description
MS-064	Secure Network Access	The Supplier shall offer mobile security solutions suitable for Customer user and M2M Devices, including: <ul style="list-style-type: none"> (a) Device attack/malware protection; (b) secure VPN support; (c) Device access control; (d) Device location; and (e) remote Device lock and wipe.

8.3 (Not used)

8.4 Low Power Wide Area Network (LPWAN) Services

Req. ID	Name	Description
MS-066	LPWAN	The Supplier shall offer Low Power Wide Area Network (LPWAN) services suitable for large-scale, low power and low data M2M communications.

8.5 Support Desk Integration

Req. ID	Name	Description
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MS-067	Support Desk Integration	<p>The Supplier shall, on the Customer's request, offer direct B2B integration between the Supplier's Support Desk and the then-applicable Customer service desk solution, to include:</p> <ul style="list-style-type: none"> (a) raising and tracking Incidents; and (b) raising and tracking orders.
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8.6 **(Not used)**

8.7 **(Not used)**

9. **PRODUCT TERMS**

9.1 The provision of Additional Services may be subject to additional terms and conditions ("**Product Terms**") provided that:

- 9.1.1 the Product Terms will be clearly communicated to the Customer in writing for review and acceptance as part of the ordering process;
- 9.1.2 upon acceptance by the Customer the Product Terms will be incorporated into this Agreement and will only apply in respect of the applicable Additional Services ordered; and
- 9.1.3 in the event of any conflict between the Product Terms and any other terms of this Agreement, the latter shall prevail.

APPENDIX 1 KEY LOCATIONS

[Note to Draft: to be updated to reflect Customer's key locations.]

Main Offices

Building	Address	Postcode
Palestra	Palestra House, 197 Blackfriars Road, London SE1 8NJ	SE1 8NJ
Pier Walk	14 Pier Walk, North Greenwich, London SE10 0ES	SE10 0ES
Stratford	5 Endeavour Square, London, E20 1JN	E20 1JN

Operational Facilities Buildings

Building	Address	Postcode
Pelham Street Trackside Portacabins	Rear of 63–81 Pelham Street, SW7 2NJ	SW7 2NJ
Griffin Rooms	49 Pelham Street, London, SW7 2NJ	SW7 2NJ
Electra House	Brixton Stn, Brixton Rd SW9 8HE	SW9 8HE
Lambeth North Offices	110 Westminster Bridge Rd SE1 7XG	SE1 7XG
Holly/Sarah House	214–218 High Rd N15 4NP	N15 4NP
South London House	70–72 London Rd SE1 6LW	SE1 6LW
Betjemen House	Quainton Street, off Neasden Lane, London, NW10 1PH	W10 1PH
Betjemen House Simulator	Quainton Street, off Neasden Lane, London, NW10 1PH	W10 1PH
Klondyke House	Quainton Street, off Neasden Lane, London, NW10 1PH	W10 1PH
Leyton Signals/Track Office	Westdown Road E15 2DA	E15 2DA
Leyton Training Centre	Westdown Road E15 2DA	E15 2DA
White City Sidings Booking Offices	8 Wood Lane W12 7BF	W12 7BF
Stratford Training Centre	Stratford Market Depot, Burford Road, Stratford, E15 2SP	E15 2SP
Trackside House	Stratford Market Depot, Burford Road, Stratford, E15 2SP	E15 2SP
Stratford CCTV Cabin	Stratford Market Depot, Burford Road, Stratford, E15 2SP	E15 2SP
Stratford Security Lodge	Stratford Market Depot, Burford Road, Stratford, E15 2SP	E15 2SP
Osborne House SCC	Northumberland Park Depot, Marsh Lane N17 OXE	N17 OXE
Hammersmith SCC	Trussley Road, Hammersmith, London W6	W6
Barking Track & Signals	Waking Road, Barking, Essex IG11	IG11
West Kensington Track & Signals	Beaumont Avenue, London, W14 9LP	W14 9LP
Rickmansworth Area Track Centre	Station Approach, Rickmansworth, Hertfordshire, WD3 1QY	WD3 1QY
Pinner P-Way Cabin (cleaning only)	Pinner Station, Station Approach, Pinner, Middx, HA5 5LZ	HA5 5LZ
REW	130 Bollo Lane W3 8BZ	W3 8BZ
AC02a	130 Bollo Lane W3 8BZ	W3 8BZ
AC20	131 Bollo Lane W3 8BZ	W3 8BZ
AC20a	132 Bollo Lane W3 8BZ	W3 8BZ
AC06	130 Bollo Lane W3 8BZ	W3 8BZ
AC08 (cleaning only)	131 Bollo Lane W3 8BZ	W3 8BZ
AC10 (cleaning only)	130 Bollo Lane W3 8BZ	W3 8BZ
AC11 Skills Academy	123 Gunnersbury Way W3 8HL	W3 8HL
Haynes House	123 Gunnersbury Way W3 8HL	W3 8HL
Wilson House	123 Gunnersbury Way W3 8HL	W3 8HL
Portacabin E	123 Gunnersbury Way W3 8HL	W3 8HL
Portacabin F	123 Gunnersbury Way W3 8HL	W3 8HL
Acton Track office (cleaning only)	123 Gunnersbury Way W3 8HL	W3 8HL
AC12 Signal Stores	130 Bollo Lane W3 8BZ	W3 8BZ
AC13 Storage Container Compound	130 Bollo Lane W3 8BZ	W3 8BZ
AC 14 Choc Stores & Barn	130 Bollo Lane W3 8BZ	W3 8BZ
AC 15 Cable Store	130 Bollo Lane W3 8BZ	W3 8BZ
AC19 Signal House	130 Bollo Lane W3 8BZ	W3 8BZ
AC 21 London Buses	130 Bollo Lane W3 8BZ	W3 8BZ
AC 26	130 Bollo Lane W3 8BZ	W3 8BZ
AC 27	130 Bollo Lane W3 8BZ	W3 8BZ
AC 29 Workshop	130 Bollo Lane W3 8BZ	W3 8BZ
AC 40 Mini Workshop	130 Bollo Lane W3 8BZ	W3 8BZ
Powerlink Training Centre	130 Bollo Lane W3 8BZ	W3 8BZ
Test House	5 Museum Way W3 9BQ	W3 9BQ
Maxwell House	4 Museum Way W3 9BQ	W3 9BQ

Building	Address	Postcode
Blake Hall	3 Museum Way W3 9BQ	W3 9BQ
Material Store Cow Shed	3 Museum Way W3 9BQ	W3 9BQ
Hearne House	3 Museum Way W3 9BQ	W3 9BQ
Metroland House Rickmansworth TCA	Station Approach, Rickmansworth, Hertfordshire, WD3 1QY	WD3 1QY
Power House Loughton TCA	Power House, Roding Road, Loughton, IG10 3ED	IG10 3ED
Hammersmith TCA	26–28 Hammersmith Grove, London W6	W6
Hammersmith TCA Simulator	26–28 Hammersmith Grove, London W6	W6
Hainault TCA	New North Road, Ilford, Essex, IG6 3BD	IG6 3BD
Harrow on the Hill TCA	Station Approach, Harrow, Middlesex, HA1 1BB	HA1 1BB
Calverley House Upminster TCA	Station Road, Upminster, Essex, RM14 2TD	RM14 2TD
Upminster TCA Simulator	Station Road, Upminster, Essex, RM14 2TD	RM14 2TD
Barking TCA	Roding House, Cambridge Road, Barking, Essex IG11 8NL	IG11 8NL
Long Acre	139 Long Acre, London, WC2E 9AD	WC2E 9AD
Tufnell Park	Units 7&8, Bush Industrial Estate, Station Road, Tufnell Park, London N19	N19
Greenwich Generating Station	Old Woolwich Road, Greenwich, London SE10 9NY	E10 9NY
Tunnel Underground Construction Academy (TUCA)	Lugg Approach, Ilford, London E12 5LN	E12 5LN
Cody Road Materials Management	Cody Road, London, E16 4SR	E16 4SR
LBD 00-WHOLE ESTATE		
LBD 01-Locomotive shed Workshops	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 02-Main Building – MIS compound TDU & MIS offices	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 03-Transplant House	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 04-Main Building – Machine shop calibration & offices	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 05-P6 Portacabin (workshops TP vents)	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 06a-Points & crossings portacabin Workshops	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 06-Workshops, Points & crossings, Carpenters building	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 07-Transplant Operations	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 08-P1 Portacabin	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 09/02b-Machine shop calibration & offices Mezzanine Area	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 09-Main Building – Plant services	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 10-Vent Store	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 11-Work Shop Barn (Machine shop calibration and offices)	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 12-Main Building – MIS Holding Area	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 13-Roadways & common areas	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 15-Storage containers	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 16-Fleet twin modular building (PNC cabins)	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 17-Shunters cabin	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 18-Main Building – Every Journey Matters	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 19-Main Building – Staff accommodation block, canteen & meeting rooms	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 20-Main Building – Disused area (First Floor only)	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 21-Vinci office, workshop	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 22-Main Building – Basement Section 12 Stores	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 23-Main Building – Basement Lubrication Office	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 24-Main Building – Basement Furniture Store	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 25-Main Building – TDU Stores	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 26-Main Building – Disused Area, Morson Old Office	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 27-Main Building – Trolley Stores & Track Workshop New Stores	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 28-Profile Shop	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 29-Plant Storage	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD 30-Main Building – MIS Locker Rooms	Beaumont Avenue, London, W14 9LP	W14 9LP

Building	Address	Postcode
LBD-Basement Boiler Room	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD-Main Building – External	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD-Main Building – Pump Room	Beaumont Avenue, London, W14 9LP	W14 9LP
LBD-Security Hut (Beaumont Ave)	Beaumont Avenue, London, W14 9LP	W14 9LP

Bus Garages

Garage	Address	Postcode
Alpertown	330 Ealing Road, Alpertown, Wembley, Middlesex HA0 4LL	HA0 4LL
Ash Grove	Mare Street, Hackney, London E8 4RH	E8 4RH
Barking (AL)	638 Ripple Road, Barking, Essex IG11 0ST	IG11 0ST
Barking (EL)	205 Longbridge Rd, Barking, Essex IG11 8UE	IG11 8UE
Barking, River Road (BT)	51–53 River Road, Barking, Essex IG11 0SW	IG11 0SW
Battersea	Silverthorne Road, Battersea, London SW8 3HE	SW8 3HE
Beddington	Unit 10, Beddington Cross, Beddington Farm Rd, Croydon, Surrey CR0 4XH	CR0 4XH
Bexleyheath	Erith Road, Bexleyheath, Kent DA7 6BX	DA7 6BX
Bow	Fairfield Road, Bow, London E3 2QP	E3 2QP
Brentford	Armchair House, Commerce Way, Brentford, Middlesex TW8 8LZ	TW8 8LZ
Brixton	Streatham Hill, London SW2 4TB	SW2 4TB
Bromley	111 Hastings Road, Bromley, Kent BR2 8NH	BR2 8NH
Camberwell	Warner Road, Camberwell, London SE5 9LU	SE5 9LU
Catford	Bromley Road, Catford, London SE6 2XA	SE6 2XA
Clapton	Bohemia Place, Mare Street, Hackney, London E8 1DU	E8 1DU
Cricklewood	329 Edgware Road, Cricklewood, London NW2 6JP	NW2 6JP
Croydon	134 Beddington Lane, Croydon, Surrey CR9 4ND	CR9 4ND
Edgware (ML)	Approach Road, Edgware, Middlesex HA8 7AN	HA8 7AN
Edmonton	Lea Valley Trading Estate, Angel Road, Edmonton, London N18 3HR	N18 3HR
Enfield	Southbury Road, Enfield, Middlesex EN3 4HX	EN3 4HX
Epsom	Blenheim Road, Longmead Estate, Epsom, Surrey KT19 9AF	KT19 9AF
Erith	185 Manor Road, London DA8 2AD	DA8 2AD
Fulwell	Wellington Road, Twickenham, Middlesex TW2 5NX	TW2 5NX
Grays	Europa Park, London Road, West Thurrock, Grays, Essex RM20 4DB	RM20 4DB
Greenford	Greenford Road, Greenford, Middlesex UB6 9AP	UB6 9AP
Harrow Weald	467 High Road, Harrow Weald, Middlesex HA3 6EJ	HA3 6EJ
Hatfield	Uno, Gypsy Moth Avenue, Hatfield, Hertfordshire AL10 9BS	AL10 9BS
Henley Road	Factory Road, London E16 2EL	E16 2EL
Holloway	37a Pemberton Gardens, London N19 5RR	N19 5RR
Hounslow	Kingsley Road, Hounslow, Middlesex TW3 1PA	TW3 1PA
Hounslow Heath	Unit C1, Tamian Way, Green Lane, Hounslow, Middlesex TW4 6BL	TW4 6BL
Kangley Bridge Road	Bromley Road, Catford, London SE6 2XA	SE6 2XA
King's Cross	1 Freight Lane, London N1 0FF	N1 0FF
Lampton	27a Spring Grove Road Hounslow Middlesex TW3 4BE	TW3 4BE
Lea Interchange	151 Ruckholt Road, Leyton, London E10 5PB	E10 5PB
Leyton	High Road, Leyton, London E10 6AD	E10 6AD
Merton	High Street, Colliers Wood, London SW19 1DN	SW19 1DN
Morden Wharf	1 Morden Wharf Road Greenwich London SE10 ONU	SE10 ONU
New Cross	208 New Cross Road, London SE14 5UH	SE14 5UH
Northumberland Park	Marsh Lane, Northumberland Park, Tottenham, London N17 0XB	N17 0XB
Norwood	Ernest Avenue, West Norwood, London SE27 0DQ	SE27 0DQ
Orpington	Farnborough Hill, Orpington, Kent BR6 6DA	BR6 6DA
Palmer's Green	Regents Avenue, Palmer's Green, London N13 5UR	N13 5UR
Park Royal	Atlas Road, London NW10 6DN	NW10 6DN
Peckham	Blackpool Road, Peckham, London SE15 3SE	SE15 3SE
Perivale	Alpertown Lane, Greenford, Middlesex UB6 8AA	UB6 8AA
Plumstead	Pettman Crescent, Plumstead, London SE28 0BJ	SE28 0BJ
Potters Bar	High Street, Potters Bar, Herts EN6 5BE	EN6 5BE
Putney	Chelverton Road, Putney, London SW15 1RN	SW15 1RN
Rainham (EL)	Unit 2, Albright Industrial Estate, Ferry Lane, Rainham, Essex RM13 9BU	RM13 9BU
Romford	North Street, Romford, Essex RM1 1DS	RM1 1DS
Shepherd's Bush	Wells Road, Shepherd's Bush, London W12 8DA	W12 8DA
Silvertown	Factory Road, Silvertown, London E16 2EW	E16 2EW
South Croydon	Brighton Road, Croydon, Surrey CR2 6EL	CR2 6EL
South Mimms Garage	Deards House, St Albans Road, South Mimms Service Area, Potters Bar, Herts EN6 3NE	EN6 3NE
Southall	Armstrong Way, Great Western Park, Southall, Middlesex UB2 4SD	UB2 4SD
Stamford Brook	74 Chiswick High Road, London W4 1SY	W4 1SY
Stockwell	Binfield Road, London SW4 6ST	SW4 6ST

Garage	Address	Postcode
Sutton	Bushey Road, Sutton, Surrey SM1 1QJ	SM1 1QJ
Thornton Heath	719 London Road, Thornton Heath, Surrey CR7 6AU	CR7 6AU
Tolworth	Kingston Road, Surbiton, Surrey KT5 9NU	KT5 9NU
Tolworth	Blenheim Road, Longmead Estate, Epsom, Surrey KT19 9AF	KT19 9AF
Tottenham	Phillip Lane, Tottenham, London N15 4JB	N15 4JB
Tottenham	Leaside Road, Tottenham, London N17 0SG	N17 0SG
Twickenham	Stanley Road, Twickenham, Middlesex TW2 5NP	TW2 5NP
Uxbridge	Bakers Court, Bakers Road, Uxbridge, Middlesex UB8 1RJ	UB8 1RJ
Walthamstow Stadium	2 Walthamstow Avenue, Walthamstow, London E4 8ST	E4 8ST
Walworth	301 Camberwell New Road, London, SE5 0TF	SE5 0TF
Wandsworth	25 Jews Road, Wandsworth, London SW18 1TB	SW18 1TB
Waterloo	6 Cornwall Road, Waterloo, London SE1 8TE	SE1 8TE
Waterside Way	Waterside Way, Off Plough Lane, London SW17 0HB	SW17 0HB
West Ham	Stephenson Street, Canning Town, London E16 4SA	E16 4SA
West Harrow	331a Pinner Road, West Harrow, Middlesex HA1 4HH	HA1 4HH
West Perivale	Unit 12, Perivale Industrial Estate, Horsenden Lane South, Greenford, Middlesex UB6 7RL	UB6 7RL
Westbourne Park	Great Western Road, London W9 3NW	W9 3NW
Willesden	287 High Road, Willesden, London NW10 2JY	NW10 2JY
Willesden Junction	Station Road, Willesden Junction, London NW10 4XB	NW10 4XB
Wood Green	Wood Green Garage, High Road, Wood Green, London N22 7TZ	N22 7TZ

London Stations

Station	OS X	OS Y	Latitude	Longitude	Postcode
Abbey Road	539081	183352	51.53195	0.003723	E15 3NB
Abbey Wood	547297	179002	51.49078	0.120272	SE2 9RH
Acton Central	520613	180299	51.50876	-0.26343	W3 6BH
Acton Main Line	520296	181196	51.51689	-0.26769	W3 9EH
Acton Town	519457	179639	51.50307	-0.2803	W3 8HN
Addington Village	537082	163744	51.35624	-0.03267	CR0 5AR
Addiscombe	534190	166290	51.37981	-0.07321	CR0 7AA
Albany Park	547903	172902	51.43582	0.126445	DA5 3HP
Aldgate	533629	181246	51.51434	-0.07563	EC3N 1AH
Aldgate East	533809	181333	51.51508	-0.073	E1 7PT
Alexandra Palace	530300	190498	51.59826	-0.12015	N22 7ST
All Saints	538012	180933	51.51048	-0.01262	E14 0EH
Alperton	518025	183849	51.54121	-0.29952	HA0 4LL
Amersham	496454	198181	51.67413	-0.60651	HP6 5AZ
Ampere Way	530674	166476	51.3823	-0.12364	CR0 3JX
Anerley	534656	169942	51.41252	-0.06514	SE20 8PY
Angel	531497	183263	51.53297	-0.10558	N1 8XB
Angel Road	535204	192202	51.61242	-0.04873	N18 3AY
Archway	529356	186827	51.56549	-0.13512	N19 5RQ
Arena	535192	167620	51.39152	-0.05832	SE25 4RY
Arnos Grove	529271	192471	51.61623	-0.13427	N11 1AN
Arsenal	531429	186107	51.55854	-0.1055	N5 1LP
Avenue Road	535764	169335	51.4068	-0.04945	BR3 4NJ
Baker Street	527965	182078	51.52313	-0.1569	NW1 5LA
Balham	528482	173195	51.44318	-0.15269	SW12 9SG
Bank	532704	181111	51.51335	-0.089	EC3V 3LA
Banstead	524590	160426	51.32929	-0.21313	SM7 1RB
Barbican	532079	181859	51.52022	-0.09772	EC1A 4JA
Barking	544405	184343	51.53952	0.080832	IG11 8TU
Barkingside	544788	189510	51.58585	0.088477	IG6 1NB
Barnehurst	550206	176193	51.46478	0.160948	DA7 6HQ
Barnes	522209	175705	51.46713	-0.24203	SW13 0LW
Barnes Bridge	521478	176255	51.47223	-0.25236	SW13 0NR
Barons Court	524133	178322	51.49023	-0.21343	W14 9DP
Battersea Park	528703	176999	51.47732	-0.14812	SW8 4NB
Battersea Power Station	529122	177252	51.4795	-0.142	SW11 8AL
Bayswater	525845	180799	51.51211	-0.1879	W2 4QH
Beckenham Hill	538002	171379	51.42463	-0.0165	SE6 3NU
Beckenham Junction	537403	169840	51.41094	-0.0257	BR3 1HY
Beckenham Road	536177	169650	51.40953	-0.04339	BR3 4RR
Beckton	543145	181509	51.51438	0.061525	E6 5NT
Beckton Park	542697	180887	51.5089	0.054822	E6 5NE

Station	OS X	OS Y	Latitude	Longitude	Postcode
Becontree	547598	184442	51.53959	0.12688	RM9 4TP
Beddington Lane	529367	167215	51.38924	-0.14214	CR0 4TF
Belgrave Walk	526805	168455	51.40096	-0.1785	CR4 4NY
Bellingham	537702	172399	51.43386	-0.02041	SE6 3BT
Belmont	525500	162098	51.34412	-0.19949	SM2 6BH
Belsize Park	527399	185075	51.55019	-0.16397	NW3 2AL
Belvedere	549498	179197	51.49196	0.152034	DA17 6JW
Bermondsey	534461	179445	51.49796	-0.06433	SE16 4RX
Berrylands	519728	168040	51.39877	-0.28032	KT5 8LT
Bethnal Green	534995	182712	51.52719	-0.05539	E2 0ET
Bethnal Green Rail	534683	182380	51.52428	-0.06001	E2 6JL
Bexley	549399	173502	51.44081	0.148204	DA5 1AQ
Bexleyheath	548294	176000	51.46355	0.133363	DA7 4AA
Bickley	542304	168799	51.40038	0.044304	BR1 2EB
Birkbeck	535297	168996	51.40386	-0.05629	BR3 4TA
Blackfriars	531738	180890	51.51159	-0.103	EC4V 4DD
Blackheath	539604	175961	51.46541	0.008337	SE3 9LE
Blackhorse Lane	534362	166844	51.38475	-0.07053	CR0 6NL
Blackhorse Road	535914	189256	51.58578	-0.03963	E17 6JJ
Blackwall	538394	180649	51.50783	-0.00724	E14 9QB
Bond Street	528497	181053	51.5138	-0.14961	W1C 2HU
Borough	532379	179734	51.50105	-0.0942	SE1 1JX
Boston Manor	516391	178755	51.49577	-0.32475	TW8 9LQ
Bounds Green	529996	191466	51.60703	-0.12418	N11 2EU
Bow Church	537414	182824	51.52762	-0.0205	E3 3AA
Bow Road	537148	182753	51.52704	-0.02436	E3 4DH
Bowes Park	530299	191498	51.60725	-0.11979	N22 8NL
Brent Cross	523905	187927	51.5766	-0.21334	NW11 9UA
Brentford	517462	177864	51.48754	-0.30962	TW8 9LF
Brentwood	559321	193036	51.61361	0.299673	CM14 4EW
Brimsdown	536297	196997	51.65524	-0.03109	EN3 7NA
Brixton	531076	175437	51.46274	-0.11455	SW9 8HE
Brockley	536405	175801	51.46475	-0.03775	SE4 2RW
Bromley North	540395	169699	51.40894	0.017235	BR1 3NN
Bromley South	540431	168705	51.4	0.01736	BR1 1LX
Bromley-by-Bow	538034	182532	51.52484	-0.01168	E3 3BT
Brondesbury	524718	184460	51.54526	-0.20284	NW6 7QL
Brondesbury Park	524202	183898	51.54033	-0.21047	NW6 6RP
Broxbourne	537407	207240	51.74702	-0.01102	EN10 7AW
Bruce Grove	533758	190115	51.59401	-0.0704	N17 8AD
Buckhurst Hill	541768	193957	51.62658	0.046713	IG9 5ET
Burnham	494007	181378	51.5235	-0.64639	SL1 6JT
Burnt Oak	520303	190728	51.60255	-0.26433	HA8 0LA
Bush Hill Park	533696	195396	51.64148	-0.06928	EN1 1BA
Bushey	511860	195318	51.64554	-0.38472	WD19 4ST
Caledonian Road	530568	184899	51.54789	-0.11836	N7 9BA
Caledonian Road and Barnsbury	530800	184393	51.54328	-0.1152	N1 0SL
Cambridge Heath	534855	183250	51.53206	-0.0572	E2 7NA
Camden Road	529140	184191	51.54185	-0.1392	NW1 9LQ
Camden Town	528920	183976	51.53997	-0.14245	NW1 8NH
Canada Water	535399	179493	51.49817	-0.05081	SE16 7BB
Canary Wharf	537558	180153	51.50358	-0.01947	E14 4QS
Canning Town	539454	181350	51.51387	0.008306	E16 1DQ
Cannon Street	532623	180888	51.51136	-0.09025	EC4N 6AP
Canonbury	532355	184979	51.54819	-0.09257	N1 2PG
Canons Park	518208	191246	51.60765	-0.29439	HA8 6RN
Carpenders Park	511826	193386	51.62819	-0.38583	WD19 7DT
Carshalton	527737	164858	51.36843	-0.1664	SM5 2HT
Carshalton Beeches	527552	163625	51.35739	-0.1695	SM5 3LG
Castle Bar Park	515853	181770	51.52297	-0.3315	W7 1AY
Caterham	534099	155422	51.28216	-0.07861	CR3 6LB
Catford	537245	173544	51.44426	-0.02654	SE6 4XT
Catford Bridge	537363	173595	51.44469	-0.02482	SE6 4RE
Centrale	532067	165785	51.37577	-0.10389	CR0 1XT
Chadwell Heath	547646	187611	51.56805	0.128901	RM6 4BE
Chafford Hundred	558922	178770	51.48555	0.287476	RM16 6QQ
Chalfont and Latimer	499610	197550	51.66791	-0.56107	HP7 9PR

Station	OS X	OS Y	Latitude	Longitude	Postcode
Chalk Farm	528126	184421	51.54415	-0.15373	NW3 2BP
Chancery Lane	531096	181642	51.51849	-0.11196	WC1V 6DR
Charing Cross	530234	180492	51.50836	-0.1248	WC2N 5HS
Charlton	541108	178387	51.48684	0.030942	SE7 7AB
Cheam	524444	163334	51.35546	-0.21421	SM3 8RZ
Chelsfield	546944	164021	51.35626	0.108984	BR6 6EU
Chesham	496048	201650	51.70538	-0.61143	HP5 1DH
Cheshunt	536652	202307	51.70287	-0.02389	EN8 9AQ
Chessington North	518415	164168	51.36424	-0.30048	KT9 2RT
Chessington South	517974	163319	51.3567	-0.30709	KT9 2DD
Chigwell	543835	193045	51.61786	0.076179	IG7 6NT
Chingford	539173	194628	51.63325	0.009514	E4 6AL
Chipstead	527689	158275	51.30927	-0.16945	CR5 3TD
Chislehurst	543205	169405	51.4056	0.057492	BR7 5NN
Chiswick	520438	177182	51.48078	-0.26701	W4 2QE
Chiswick Park	520352	178692	51.49437	-0.26774	W4 5NE
Chorleywood	502596	196092	51.65427	-0.51833	WD3 5ND
Church Street	532041	165555	51.37371	-0.10435	CR0 1RN
City Thameslink	531688	181150	51.51393	-0.10362	EC4M 7JH
Clapham Common	529428	175291	51.4618	-0.13831	SW4 7AJ
Clapham High Street	529824	175709	51.46547	-0.13246	SW4 6DQ
Clapham Junction	527198	175520	51.46437	-0.17032	SW11 2QP
Clapham North	530003	175652	51.46492	-0.12991	SW4 7TS
Clapham South	528782	174259	51.45268	-0.14798	SW12 9DU
Clapton	534748	186531	51.56157	-0.05749	E5 9JP
Clock House	536367	169545	51.40854	-0.0407	BR3 4PR
Cockfosters	528087	196424	51.65202	-0.14992	EN4 0DZ
Colindale	521295	189937	51.59523	-0.25029	NW9 5HR
Colliers Wood	526831	170436	51.41876	-0.17742	SW19 2HR
Coombe Lane	535201	164089	51.35979	-0.05953	CR0 5RF
Coulsdon South	529869	159056	51.3158	-0.1379	CR5 3EA
Coulsdon Town	530098	159802	51.32245	-0.13435	CR5 2JA
Covent Garden	530242	180982	51.51276	-0.12451	WC2E 9JT
Crayford	551479	174424	51.44855	0.178503	DA1 3PY
Crews Hill	530973	200109	51.68447	-0.10684	EN2 8AY
Cricklewood	524009	185907	51.55842	-0.21255	NW2 1HL
Crofton Park	536517	174739	51.45518	-0.03655	SE4 2RA
Crossharbour and London Arena	537896	179301	51.49584	-0.01493	E14 8AD
Crouch Hill	530586	187508	51.57133	-0.11713	N4 4AU
Croxley	507921	195395	51.647	-0.4416	WD3 3DY
Crystal Palace	534120	170557	51.41817	-0.07261	SE19 2AZ
Custom House	540679	180911	51.50962	0.025773	E16 3BX
Cutty Sark for Maritime Greenwich	538240	177764	51.48194	-0.01058	SE10 9SW
Cyprus	543324	180863	51.50853	0.063841	E6 5PH
Dagenham Dock	548900	183000	51.52629	0.145031	RM9 6RA
Dagenham East	550284	185033	51.54419	0.165833	RM10 8AA
Dagenham Heathway	549035	184665	51.54121	0.14768	RM9 5AN
Dalston Junction	533580	184778	51.54609	-0.07499	E8 3DL
Dalston Kingsland	533487	185062	51.54867	-0.07623	E8 2JS
Debden	544275	196133	51.64549	0.083801	IG10 3TG
Denmark Hill	532697	176087	51.4682	-0.09099	SE5 8BB
Deptford	537165	177395	51.47889	-0.0262	SE8 3NU
Deptford Bridge	537466	176912	51.47448	-0.02205	SE10 8BU
Devons Road	537603	182233	51.52226	-0.01801	E3 3QX
Dollis Hill	522207	185132	51.55185	-0.2388	NW10 5NB
Drayton Green	516002	180998	51.516	-0.32961	W13 0JX
Drayton Park	531426	185499	51.55308	-0.10577	N5 1NT
Dundonald Road	524741	170233	51.4174	-0.20753	SW19 3QJ
Ealing Broadway	517920	180915	51.51486	-0.30201	W5 2NU
Ealing Common	518963	180426	51.51025	-0.28715	W5 3LD
Earls Court	525457	178480	51.49136	-0.19431	SW5 9QA
Earlsfield	526081	173030	51.44224	-0.18727	SW18 4SW
East Acton	521656	181159	51.51626	-0.24811	W12 0BP
East Croydon	532904	165801	51.37572	-0.09186	CR0 1LF
East Dulwich	533449	175375	51.46163	-0.08044	SE22 8EF
East Finchley	527242	189204	51.58733	-0.16474	N2 0NW
East Ham	542373	184255	51.53925	0.051516	E6 2JA

Station	OS X	OS Y	Latitude	Longitude	Postcode
East India	538729	180753	51.50868	-0.00237	E14 9PS
East Putney	524387	174840	51.45888	-0.211	SW15 6SN
Eastcote	511191	187627	51.57655	-0.39682	HA5 1QZ
Eden Park	537396	167598	51.3908	-0.02667	BR3 3HQ
Edgware	519527	192009	51.61423	-0.27509	HA8 7AW
Edgware Road (Bakerloo)	527026	181778	51.52065	-0.17054	W2 1DY
Edgware Road (Circle/District/Hammersmith and City)	527227	181711	51.52	-0.16767	NW1 5DH
Edmonton Green	534273	193590	51.62512	-0.06164	N9 9DX
Elephant and Castle	531940	179144	51.49585	-0.10074	SE1 6LW
Elm Park	552446	185647	51.54912	0.197253	RM12 4RW
Elmers End	535788	168389	51.39829	-0.04946	BR3 4EJ
Elmstead Woods	542247	170656	51.41708	0.044229	BR7 5EW
Elstree and Borehamwood	519098	196299	51.65288	-0.27983	WD6 3LS
Eltham	542690	174962	51.45566	0.052329	SE9 6UB
Elverson Road	537848	176243	51.46837	-0.01682	SE8 4LA
Embankment	530406	180380	51.50731	-0.12237	WC2N 6NS
Emerson Park	553971	187918	51.56912	0.220223	RM11 2JR
Enfield Chase	532181	196607	51.65272	-0.0907	EN2 7AA
Enfield Lock	536437	198737	51.67085	-0.02839	EN3 6BW
Enfield Town	532970	196544	51.65197	-0.07933	EN1 1YB
Epping	546197	201552	51.69369	0.113826	CM16 4HW
Epsom Downs	522805	159756	51.32366	-0.23897	KT17 4JX
Erith	551075	178096	51.48165	0.174261	DA8 1TY
Essex Road	532114	184132	51.54063	-0.09637	N1 2SU
Euston	529587	182735	51.52866	-0.1333	NW1 2DU
Euston Square	529587	182735	51.52866	-0.1333	NW1 2BN
Ewell East	522571	162152	51.34524	-0.2415	KT17 1QR
Ewell West	521473	162654	51.34999	-0.25709	KT17 1TU
Fairlop	544902	190655	51.59611	0.090593	IG6 3HD
Falconwood	544498	175394	51.45909	0.07851	SE9 2RN
Farringdon	531585	181844	51.5202	-0.10484	EC1M 6BY
Feltham	510601	173298	51.44788	-0.40982	TW13 4BY
Fenchurch Street	533434	180932	51.51157	-0.07855	EC3M 4AJ
Fieldway	537665	163212	51.35132	-0.0245	CR0 0QA
Finchley Central	525232	190664	51.6009	-0.19322	N3 2RY
Finchley Road	526293	184703	51.5471	-0.18005	NW6 3BS
Finchley Road and Frognal	526035	185033	51.55012	-0.18365	NW3 5HT
Finsbury Park	531385	186784	51.56464	-0.10588	N4 3JU
Forest Gate	540447	185322	51.54932	0.024189	E7 0QH
Forest Hill	535398	172943	51.43931	-0.05333	SE23 3HD
Fulham Broadway	525402	177244	51.48026	-0.19554	SW6 1BY
Fulwell	514832	171841	51.43394	-0.34944	TW2 5NY
Gallions Reach	543873	180935	51.50903	0.071775	E6 6FZ
Gants Hill	543266	188432	51.57655	0.066084	IG2 6UD
George Street	532432	165594	51.37397	-0.09872	CRO 1LA
Gidea Park	552941	189306	51.58187	0.205977	RM2 6BX
Gipsy Hill	533321	171237	51.42447	-0.08384	SE19 1PL
Gloucester Road	526196	178848	51.4945	-0.18354	SW7 4SF
Golders Green	525199	187471	51.57222	-0.19483	NW11 7RN
Goldhawk Road	523131	179616	51.50208	-0.2274	W12 8EG
Goodge Street	529505	181837	51.52061	-0.13481	W1T 2HF
Goodmayes	546462	187369	51.56618	0.11173	IG3 9UH
Gordon Hill	531889	197799	51.6635	-0.09447	EN2 0QU
Gospel Oak	528263	185677	51.55541	-0.1513	NW5 1LT
Grange Hill	544963	192590	51.61348	0.092273	IG7 5QB
Grange Park	531753	195472	51.64262	-0.09731	N21 1RE
Gravel Hill	536359	163536	51.35454	-0.04312	CR0 5BJ
Great Portland Street	528861	182174	51.52379	-0.14396	W1W 5PP
Green Park	529012	180283	51.50676	-0.14248	W1J 7BX
Greenford	514808	183861	51.54198	-0.34588	UB6 8PR
Greenwich	537956	177267	51.47755	-0.01486	SE10 8JQ
Grove Park	540702	172099	51.43043	0.022599	SE12 0PW
Gunnersbury	519843	178401	51.49186	-0.27516	W4 5RP
Hackbridge	528582	165929	51.37786	-0.15388	SM6 7BJ
Hackney Central	534922	184943	51.54726	-0.05559	E8 1LL
Hackney Downs	534598	185137	51.54908	-0.06019	E8 1LA
Hackney Wick	537036	184588	51.54356	-0.02526	E9 5ER

Station	OS X	OS Y	Latitude	Longitude	Postcode
Hadley Wood	526197	198199	51.6684	-0.17658	EN4 0EJ
Haggerston	533560	183953	51.53868	-0.0756	E8 4DY
Hainault	545124	191411	51.60285	0.094109	IG6 3BD
Hammersmith (District)	523474	178483	51.49182	-0.22286	W6 9YA
Hammersmith (Met.)	523346	178665	51.49348	-0.22464	W6 0ED
Hampstead	526408	185757	51.55654	-0.17801	NW3 1QG
Hampstead Heath	527344	185631	51.5552	-0.16457	NW3 2QD
Hampton	513299	169797	51.41588	-0.37214	TW12 2HU
Hampton Court	515376	168332	51.40229	-0.34276	KT8 9AE
Hampton Wick	517407	169752	51.41464	-0.3131	KT1 4DQ
Hanger Lane	518506	182621	51.53007	-0.293	W5 1DL
Hanwell	515426	180560	51.51219	-0.33805	W7 3EB
Harlesden	520952	183367	51.53626	-0.2575	NW10 8UT
Harold Wood	554858	190626	51.5932	0.234204	RM3 0BL
Harringay	531395	188200	51.57736	-0.10521	N4 1RW
Harringay Green Lanes	531880	188189	51.57715	-0.09822	N4 2NU
Harrington Road	535002	168535	51.39979	-0.0607	SE25 4NF
Harrow and Wealdstone	515486	189508	51.59259	-0.33425	HA3 7RF
Harrow-on-the-Hill	515329	188035	51.57939	-0.337	HA1 1BB
Hatch End	513024	191370	51.60983	-0.36918	HA5 5LZ
Hatton Cross	509614	175369	51.46668	-0.42338	TW6 3PF
Haydons Road	526012	171161	51.42546	-0.18893	SW19 8SL
Hayes	540003	165993	51.37574	0.010143	BR2 7EN
Hayes and Harlington	509717	179417	51.50305	-0.42064	UB3 4BX
Headstone Lane	513892	190574	51.6025	-0.35691	HA2 6NB
Heathrow Terminal 4	507939	174565	51.45978	-0.44773	TW6 3AA
Heathrow Terminal 5	504934	175642	51.47002	-0.49065	TW6 2GA
Heathrow Terminals 1 2 3	507587	175838	51.47129	-0.45241	TW6 1EB
Hendon	522143	188271	51.58007	-0.23863	NW4 4PT
Hendon Central	522959	188631	51.58313	-0.22673	NW4 3AS
Herne Hill	531934	174486	51.45399	-0.10256	SE24 0JW
Heron Quays	537386	180127	51.50339	-0.02195	E14 4JH
High Barnet	525027	196310	51.65169	-0.19417	EN5 5RP
High Street Kensington	525622	179527	51.50073	-0.19157	W8 5SA
Highams Park	538581	191841	51.60836	-0.00014	E4 9LA
Highbury and Islington	531562	184770	51.5465	-0.10408	N1 1SE
Highgate	528503	188158	51.57765	-0.14693	N6 5BH
Hillingdon	507567	185015	51.55378	-0.4499	UB10 9NR
Hither Green	538997	174497	51.4524	-0.00097	SE13 5NF
Holborn	530553	181488	51.51724	-0.11984	WC2B 6AA
Holland Park	524564	180215	51.50715	-0.20656	W11 3RB
Holloway Road	530930	185457	51.55282	-0.11294	N7 8HS
Homerton	536108	184901	51.5466	-0.03851	E9 5SD
Honor Oak Park	536002	174221	51.45065	-0.04415	SE23 3LE
Hornchurch	553931	186274	51.55436	0.218927	RM12 6LS
Hornsey	530911	189202	51.58647	-0.11182	N8 8SE
Hounslow	513902	174998	51.4625	-0.3618	TW3 3DL
Hounslow Central	513592	175928	51.47093	-0.36596	TW3 1JG
Hounslow East	514327	176254	51.47371	-0.35528	TW3 4AB
Hounslow West	512215	176140	51.47311	-0.38571	TW3 3DH
Hoxton	533582	183142	51.53139	-0.07559	E2 8HR
Hyde Park Corner	528330	179801	51.50258	-0.15247	SW1X 7LY
Ickenham	508127	185811	51.56082	-0.44158	UB10 8PD
Ilford	543501	186501	51.55914	0.068685	IG1 4DU
Imperial Wharf	526299	176674	51.47494	-0.18284	SW6 2HA
Island Gardens	538228	178432	51.48795	-0.01049	E14 3FA
Isleworth	515570	176430	51.47504	-0.33733	TW7 4BX
Iver	503729	179898	51.5085	-0.50674	SL0 9AU
Kenley	532400	160100	51.3246	-0.10122	CR8 5JA
Kennington	531660	178337	51.48866	-0.10507	SE11 4JQ
Kensal Green	523241	182784	51.53052	-0.22471	NW10 5JT
Kensal Rise	523501	183201	51.53421	-0.22082	NW10 3NT
Kensington (Olympia)	524324	179178	51.49788	-0.21038	W14 0NE
Kent House	535999	170000	51.41272	-0.04582	BR3 1JF
Kentish Town	529029	185096	51.55001	-0.14047	NW5 2AA
Kentish Town West	528603	184700	51.54655	-0.14676	NW5 3LD
Kenton	516833	188304	51.5815	-0.31522	HA3 0XS

Station	OS X	OS Y	Latitude	Longitude	Postcode
Kew Bridge	518898	178172	51.49	-0.28885	TW8 0EF
Kew Gardens	519173	176708	51.47679	-0.28538	TW9 3PZ
Kidbrooke	540999	175697	51.46269	0.0283	SE3 9NF
Kilburn	524589	184644	51.54694	-0.20463	NW6 7QL
Kilburn High Road	525553	183591	51.53727	-0.19111	NW6 7QL
Kilburn Park	525361	183349	51.53514	-0.19397	NW6 5AD
King George V	543231	180135	51.50201	0.062206	E16 2JF
King Henry's Drive	537978	162558	51.34536	-0.02026	CR0 0LH
King's Cross	530312	182991	51.5308	-0.12276	N1 9AL
Kings Cross St. Pancras	530236	182935	51.53031	-0.12387	N1 9AL
Kingsbury	519361	188739	51.58488	-0.2786	NW9 9EG
Kingston	518244	169549	51.41264	-0.30114	KT1 1UJ
Kingswood	524816	156585	51.29472	-0.21123	KT20 6EN
Knightsbridge	527765	179650	51.50135	-0.16066	SW3 1ED
Knockholt	548499	162896	51.34575	0.130831	TN14 7HR
Ladbroke Grove	524284	181328	51.51721	-0.2102	W10 6HJ
Ladywell	537716	174884	51.45619	-0.01924	SE13 7XB
Lambeth North	531165	179489	51.49913	-0.11177	SE1 7XG
Lancaster Gate	526711	180796	51.51189	-0.17543	W2 4QH
Langdon Park	537807	181863	51.51888	-0.01521	E14 6NW
Langley	501299	179800	51.50806	-0.54177	SL3 6DB
Latimer Road	523789	180954	51.51396	-0.21746	W10 6SZ
Lea Bridge	536175	187133	51.56664	-0.03668	E10 7PG
Lebanon Road	533385	165756	51.3752	-0.08497	CR0 6SF
Lee	540002	174197	51.44946	0.013365	SE12 9JG
Leicester Square	529987	180812	51.51129	-0.12824	WC2H 0AP
Lewisham	538163	175863	51.46488	-0.01243	SE13 7RY
Leyton	538295	186244	51.55813	-0.00647	E10 5PS
Leyton Midland Road	538150	187490	51.56936	-0.00807	E10 6JT
Leytonstone	539345	187429	51.56852	0.00914	E11 1HE
Leytonstone High Road	539298	186903	51.56381	0.008254	E11 4RE
Limehouse	536150	181087	51.51231	-0.03938	E14 7JD
Liverpool Street	533160	181596	51.5176	-0.08225	EC2M 7PR
Lloyd Park	533711	164549	51.36428	-0.08075	CR0 5RA
London Bridge	532937	180152	51.50467	-0.08601	SE1 2SW
London City Airport	542231	180294	51.50369	0.047873	E16 2DS
London Fields	534795	184212	51.54072	-0.0577	E8 3PH
Loughborough Junction	531902	175897	51.46668	-0.1025	SW9 8SA
Loughton	542314	195641	51.64157	0.055279	IG10 4PD
Lower Sydenham	536831	171372	51.42485	-0.03333	SE26 5AU
Maida Vale	525967	182792	51.52999	-0.18543	W9 1JS
Maidenhead	488724	180745	51.51867	-0.72267	SL6 1EW
Malden Manor	521101	166497	51.38461	-0.26112	KT3 5PN
Manor House	532074	187482	51.57075	-0.09568	N4 1BZ
Manor Park	541929	185757	51.55285	0.045724	E12 5EP
Mansion House	532347	180962	51.51209	-0.0942	EC4N 6JD
Marble Arch	527875	181056	51.51397	-0.15857	W1C 2JS
Maryland	539175	184881	51.54567	0.005682	E15 1SA
Marylebone	527510	181985	51.5224	-0.16349	NW1 6JJ
Maze Hill	539194	177909	51.48301	0.003205	SE10 9XG
Meridian Water	535062	191741	51.60831	-0.05096	N18 3HF
Merton Park	525182	169798	51.41339	-0.20134	SW19 3HA
Mile End	536577	182545	51.52531	-0.03267	E3 4DH
Mill Hill Broadway	521300	191900	51.61287	-0.24954	NW7 2JU
Mill Hill East	524057	191460	51.60832	-0.2099	NW7 1BS
Mitcham	527345	168082	51.39749	-0.17087	CR4 4BD
Mitcham Eastfields	528488	169323	51.40838	-0.154	CR4 2ND
Mitcham Junction	528292	167611	51.39304	-0.15744	CR4 4HN
Monument	532907	180814	51.51063	-0.08619	EC4R 9AA
Moor Park	508563	193509	51.62993	-0.43291	HA6 2JQ
Moorgate	532688	181677	51.51844	-0.08902	EC2M 6TX
Morden	525664	168563	51.40219	-0.19485	SM4 5AZ
Morden Road	525788	169310	51.40887	-0.19281	SW19 3BX
Morden South	525301	167900	51.39631	-0.2003	SM4 5AN
Mornington Crescent	529193	183359	51.53436	-0.13874	NW1 2JA
Mortlake	520458	175779	51.46817	-0.2672	SW14 8LN
Motspur Park	522581	167724	51.39532	-0.23944	KT3 6JJ

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Mottingham	542600	173197	51.43983	0.050324	SE9 4EN
Mudchute	537908	178789	51.49124	-0.01496	E14 9UW
Neasden	521415	185422	51.55463	-0.25012	NW10 1PH
New Addington	538187	162255	51.34259	-0.01738	CR0 0DE
New Barnet	526502	195996	51.64854	-0.17297	EN5 1QT
New Beckenham	536718	170463	51.41671	-0.0353	BR3 1QW
New Cross	536750	177110	51.47643	-0.03228	SE14 6LD
New Cross Gate	536250	176967	51.47526	-0.03953	SE14 6AR
New Eltham	544005	172999	51.43769	0.070445	SE9 2AB
New Malden	521392	168612	51.40356	-0.25622	KT3 4PX
New Southgate	528672	192218	51.61409	-0.14301	N11 1QH
Newbury Park	544947	188378	51.57564	0.090303	IG2 7RN
Nine Elms	530058	177332	51.48	-0.1285	SW8 2NA
Norbiton	519424	169495	51.41191	-0.2842	KT2 7AZ
Norbury	530650	169690	51.41119	-0.1228	SW16 3RW
North Acton	520831	181937	51.52343	-0.25973	W3 6UP
North Dulwich	532950	174567	51.45448	-0.08792	SE21 7BX
North Ealing	518816	181243	51.51762	-0.28899	W5 3AF
North Greenwich	539168	179827	51.50026	0.003586	SE10 0PH
North Harrow	513540	188578	51.58463	-0.36263	HA2 7SR
North Sheen	519132	175442	51.46542	-0.2864	TW9 4QA
North Wembley	517663	186198	51.5624	-0.30395	HA0 3NT
Northfields	517051	179296	51.50049	-0.31506	W13 9QU
Northolt	513228	184519	51.54821	-0.36844	UB5 4AA
Northolt Park	513829	185579	51.55762	-0.35943	UB5 4XE
Northumberland Park	534861	191035	51.60202	-0.05413	N17 0HY
Northwick Park	516634	187967	51.57851	-0.3182	HA3 0AT
Northwood	509236	191441	51.61121	-0.42384	HA6 2XL
Northwood Hills	510267	190305	51.6008	-0.40931	HA6 1NZ
Norwood Junction	534001	168193	51.39695	-0.07521	SE25 5AG
Notting Hill Gate	525296	180481	51.50938	-0.19592	W11 3HT
Nunhead	535293	175975	51.46658	-0.05368	SE15 3XE
Oakleigh Park	527001	194800	51.63768	-0.16619	EN5 1BU
Oakwood	529349	195968	51.64764	-0.13185	N14 4UT
Ockendon	559004	182828	51.52199	0.290483	RM15 6PD
Old Street	532764	182474	51.52558	-0.08762	EC1V 9NR
Orpington	545500	165900	51.37352	0.089029	BR6 0SX
Osterley	514529	177094	51.48122	-0.3521	TW7 4PU
Oval	531108	177516	51.48141	-0.11332	SE11 4PP
Oxford Circus	529102	181227	51.51522	-0.14084	W1C 2JS
Paddington	526680	181185	51.51539	-0.17574	W2 1RH
Palmers Green	530925	192798	51.61879	-0.11027	N13 4PN
Park Royal	519074	182274	51.52683	-0.28493	W5 3EL
Parsons Green	525029	176645	51.47496	-0.20112	SW6 4HU
Peckham Rye	534152	176271	51.46951	-0.06998	SE15 5DQ
Penge East	535374	170791	51.41998	-0.0545	SE20 7BQ
Penge West	534952	170567	51.41806	-0.06065	SE20 8NU
Perivale	516404	183270	51.53634	-0.32307	UB6 7NP
Petts Wood	544440	167548	51.3886	0.07448	BR5 1LZ
Phipps Bridge	526534	168717	51.40338	-0.1823	CR4 3QN
Piccadilly Circus	529612	180625	51.5097	-0.13371	W1J 9HS
Pimlico	529711	178386	51.48955	-0.13311	SW1V 2JA
Pinner	512233	189409	51.59236	-0.38122	HA5 5LZ
Plaistow	540058	183305	51.53129	0.017781	E13 0DY
Plumstead	544803	178820	51.48979	0.0843	SE18 7EA
Ponders End	536097	195599	51.64273	-0.03453	EN3 4LA
Pontoon Dock	541226	180102	51.50222	0.033326	E16 2SB
Poplar	537698	180603	51.50759	-0.01728	E14 0DS
Preston Road	518260	187292	51.5721	-0.29497	HA3 0PS
Prince Regent	541215	180905	51.50943	0.033489	E16 3HE
Pudding Mill Lane	537930	183585	51.53433	-0.01277	E15 2PH
Purfleet	555417	178174	51.48117	0.236775	RM16 1PL
Purley	531500	161497	51.33736	-0.11361	CR8 2AP
Purley Oaks	532503	162594	51.34699	-0.09882	CR2 0ND
Putney	523992	175061	51.46095	-0.2166	SW15 1RT
Putney Bridge	524476	175842	51.46786	-0.20937	SW6 3UH
Queens Park	524612	183239	51.53431	-0.2048	NW6 6HJ

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Queens Road Peckham	535015	176825	51.47428	-0.05735	SE15 2JR
Queensbury	518802	189728	51.59388	-0.28633	HA8 5NP
Queenstown Road	528763	176738	51.47496	-0.14736	SW8 3RX
Queensway	525883	180615	51.51045	-0.18742	W2 4SS
Rainham	552097	182099	51.51734	0.190692	RM13 9YH
Ravensbourne	538699	170201	51.41387	-0.00694	BR3 5HE
Ravenscourt Park	522558	178711	51.49407	-0.23597	W6 0UG
Rayners Lane	512979	187538	51.5754	-0.37106	HA5 5EG
Raynes Park	523206	169303	51.40937	-0.22991	SW20 8NE
Reading	471527	173813	51.45878	-0.97188	RG1 1LZ
Rectory Road	534001	186199	51.55876	-0.06839	N16 7QB
Redbridge	541833	188371	51.57637	0.045394	IG4 5BG
Reedham	530835	160821	51.33144	-0.1234	CR8 2DG
Reeves Corner	531895	165726	51.37528	-0.10638	CR0 1XP
Regents Park	528765	182174	51.52381	-0.14534	NW1 5HA
Richmond	518072	175174	51.46323	-0.30174	TW9 2AZ
Rickmansworth	505717	194605	51.64032	-0.47368	WD3 1QY
Riddlesdown	532497	161001	51.33267	-0.09949	CR8 1HN
Roding Valley	541612	192882	51.61696	0.044026	IG9 6LN
Romford	551377	188455	51.57464	0.183055	RM1 1SX
Rotherhithe	535239	179870	51.50159	-0.05297	SE16 4LF
Royal Albert	542029	180823	51.50849	0.045177	E16 2QD
Royal Oak	525764	181485	51.51829	-0.18882	W2 6ET
Royal Victoria	540139	180833	51.50906	0.017965	E16 1DE
Ruislip	509510	187102	51.57216	-0.42123	HA4 8LD
Ruislip Gardens	510367	185763	51.55996	-0.40929	HA4 6LG
Ruislip Manor	510088	187258	51.57345	-0.41285	HA4 9AA
Russell Square	530207	182122	51.52301	-0.12459	WC1N 1LG
Sanderstead	532855	162743	51.34825	-0.09371	CR2 0PL
Sandilands	533869	165749	51.37502	-0.07803	CR0 5PN
Selhurst	532993	167636	51.39219	-0.0899	SE25 6LL
Seven Kings	545401	187095	51.56399	0.09632	IG3 8RE
Seven Sisters	533646	188927	51.58336	-0.07247	N15 5LA
Shadwell	534936	180942	51.5113	-0.05692	E1 2QE
Shenfield	561356	195022	51.63087	0.329952	CM15 8JD
Shepherds Bush	523741	179904	51.50453	-0.21852	W12 8LH
Shepherds Bush Market	523121	180039	51.50588	-0.2274	W12 7JD
Shoreditch High Street	533501	182258	51.52347	-0.07709	E1 6AW
Shortlands	539399	169300	51.4056	0.002768	BR2 0JA
Sidcup	546300	172698	51.4344	0.103315	DA15 7AW
Silver Street	533544	192472	51.61524	-0.07259	N18 1QX
Slade Green	552250	176584	51.46775	0.190518	DA8 2NX
Sloane Square	528080	178657	51.49236	-0.15649	SW1W 8BB
Slough	497838	180157	51.51188	-0.59152	SL1 1XW
Snaresbrook	540161	188828	51.58089	0.021464	E11 1QE
South Acton	520166	179279	51.49969	-0.27022	W3 0DS
South Bermondsey	535156	178319	51.48768	-0.05475	SE16 2PL
South Croydon	532896	164358	51.36275	-0.09252	CR2 7PA
South Ealing	517605	179437	51.50164	-0.30704	W5 4QB
South Greenford	515462	182991	51.53403	-0.33674	UB6 2WE
South Hampstead	526425	184081	51.54148	-0.17837	NW8 0DJ
South Harrow	514334	186376	51.56468	-0.35189	HA2 8HN
South Kensington	526865	178817	51.49407	-0.17392	SW7 2NB
South Kenton	517350	187153	51.57104	-0.30814	HA9 8QT
South Merton	524917	168662	51.40324	-0.20555	SW20 9JT
South Quay	537636	179853	51.50086	-0.01846	E14 9SH
South Ruislip	511080	185437	51.55689	-0.39912	HA4 6TP
South Tottenham	533697	188599	51.5804	-0.07186	N15 6ND
South Wimbledon	525828	170033	51.41536	-0.19197	SW19 1DE
South Woodford	540577	190026	51.59155	0.027943	E18 1JJ
Southall	512620	179804	51.50596	-0.37871	UB2 4AA
Southbury	534803	196199	51.64843	-0.05298	EN3 4HW
Southfields	524730	173291	51.44488	-0.20661	SW18 5RJ
Southgate	529675	194278	51.63238	-0.12777	N14 5BH
Southwark	531566	180025	51.50385	-0.10579	SE1 8NW
St Helier	525408	167191	51.38991	-0.19901	SM4 6SF
St James Street	536402	188694	51.58061	-0.0328	E17 7PJ

Station	OS X	OS Y	Latitude	Longitude	Postcode
St Johns	537400	176298	51.46898	-0.02324	SE8 4EW
St Margarets	516732	174250	51.45521	-0.32132	TW1 2LH
St Mary Cray	546698	168298	51.39476	0.107218	BR5 3SN
St Pancras	530122	182959	51.53055	-0.12551	NW1 2QP
St. James's Park	529629	179503	51.49961	-0.13388	SW1H 0BD
St. Johns Wood	526742	183352	51.53485	-0.17406	NW8 6DN
St. Pauls	532105	181261	51.51484	-0.09757	EC2V 6AA
Stamford Brook	521913	178738	51.49445	-0.24525	W6 0SB
Stamford Hill	533381	187928	51.57445	-0.07667	N16 5AG
Stanmore	517574	192569	51.61967	-0.3031	HA7 4PD
Star Lane	539148	182091	51.5206	0.004191	E16 4SR
Stepney Green	535566	182149	51.522	-0.04738	E1 4AQ
Stockwell	530473	176470	51.47216	-0.12285	SW9 9AE
Stoke Newington	533710	186845	51.56464	-0.07234	N16 6YA
Stonebridge Park	519690	184197	51.54399	-0.2754	NW10 0RW
Stoneleigh	522021	164155	51.36336	-0.24871	KT17 2JA
Stratford	538533	184421	51.54169	-0.00375	E15 1AZ
Stratford High Street	538729	184032	51.53815	-0.00108	E15 3PA
Stratford International	538175	184758	51.54481	-0.00878	E15 2LZ
Strawberry Hill	515500	172502	51.43975	-0.33962	TW1 4PP
Streatham	529946	171303	51.42585	-0.13233	SW16 6HP
Streatham Common	529729	170534	51.41898	-0.13573	SW16 5NT
Streatham Hill	530233	172714	51.43846	-0.12768	SW2 4PA
Sudbury and Harrow Road	516853	185300	51.55449	-0.31593	HA0 2HA
Sudbury Hill	515427	185584	51.55734	-0.33639	HA1 3RA
Sudbury Hill Harrow	515490	185697	51.55834	-0.33545	HA1 3RJ
Sudbury Town	516832	184955	51.5514	-0.31634	HA0 2LA
Sundridge Park	540599	170200	51.41339	0.020365	BR1 3TR
Surbiton	518070	167315	51.3926	-0.30438	KT6 4PE
Surrey Quays	535641	178954	51.49327	-0.04753	SE16 2UE
Sutton	526028	163823	51.35951	-0.1913	SM1 1JA
Sutton Common	525593	165598	51.37555	-0.19692	SM1 3HY
Swiss Cottage	526611	184259	51.54303	-0.17563	NW3 6HY
Sydenham	535311	171609	51.42734	-0.05509	SE26 5EU
Sydenham Hill	533548	172145	51.43258	-0.08023	SE21 7HW
Syon Lane	516306	177163	51.48147	-0.3265	TW7 5NT
Tadworth	523097	156199	51.29163	-0.23601	KT20 5SP
Taplow	491579	181340	51.52356	-0.68138	SL6 0NU
Tattenham Corner	522593	158140	51.30918	-0.24257	KT18 5PR
Teddington	516019	170817	51.4245	-0.33271	TW11 9AA
Temple	530995	180810	51.51104	-0.11373	WC2R 2PH
Thames Ditton	515721	166818	51.38862	-0.33829	KT7 0PA
Theobalds Grove	535933	201119	51.69237	-0.03475	EN8 7BG
Therapia Lane	530290	166843	51.38569	-0.12902	CR0 3DD
Theydon Bois	545509	199180	51.67255	0.102891	CM16 7EU
Thornton Heath	532242	168317	51.39848	-0.10043	CR7 8RX
Tolworth	519834	165603	51.37684	-0.27962	KT5 9NU
Tooting	527969	170591	51.4199	-0.161	SW17 9JR
Tooting Bec	528015	172366	51.43584	-0.1597	SW17 9AH
Tooting Broadway	527415	171373	51.42705	-0.16868	SW17 0SU
Tottenham Court Road	529774	181354	51.51621	-0.13111	W1D 2DA
Tottenham Hale	534483	189465	51.588	-0.06019	N17 9LR
Totteridge and Whetstone	526111	193951	51.63025	-0.17935	N20 9QP
Tower Gateway	533725	180809	51.51039	-0.07441	EC3N 1JL
Tower Hill	533566	180805	51.51039	-0.0767	EC3N 4DJ
Tufnell Park	529200	185816	51.55644	-0.13774	N19 5QB
Tulse Hill	531797	172903	51.4398	-0.10512	SE27 9BW
Turkey Street	535129	198903	51.67265	-0.04723	EN3 5TT
Turnham Green	521267	178804	51.49518	-0.25452	W4 1LR
Turnpike Lane	531524	189650	51.59036	-0.10281	N15 3NX
Twickenham	516221	173687	51.45025	-0.32886	TW1 1BD
Twyford	479041	175787	51.47553	-0.86331	RG10 9NA
Upminster	556167	186833	51.55876	0.251401	RM14 2TD
Upminster Bridge	555002	186681	51.55772	0.234542	RM12 6PL
Upney	545844	184260	51.53841	0.101532	IG11 9LS
Upper Holloway	529778	186630	51.56362	-0.12911	N19 4DJ
Upper Warlingham	534100	158383	51.30877	-0.07748	CR3 0EP

Station	OS X	OS Y	Latitude	Longitude	Postcode
Upton Park	541204	183931	51.53663	0.034542	E13 9AP
Uxbridge	505698	184161	51.54645	-0.4771	UB8 1JZ
Vauxhall	530366	177978	51.48574	-0.12383	SW8 1SR
Victoria	528941	179131	51.49642	-0.14392	SW1E 5JX
Waddon	531151	164828	51.36738	-0.11739	CR0 4NA
Waddon Marsh	531082	165906	51.37708	-0.11799	CR0 4XT
Wallington	528841	163985	51.36033	-0.15086	SM6 0DZ
Waltham Cross	536520	200343	51.68526	-0.02656	EN8 7LU
Walthamstow Central	537286	188986	51.58302	-0.01994	E17 7LP
Walthamstow Queens Road	537020	188815	51.58155	-0.02384	E17 7QZ
Wandle Park	531422	165505	51.3734	-0.11325	CR0 4JS
Wandsworth Common	527719	173530	51.44637	-0.16354	SW12 8NL
Wandsworth Road	529354	176226	51.47022	-0.13904	SW8 4PA
Wandsworth Town	525985	175119	51.46103	-0.18791	SW18 1SU
Wanstead	540685	188176	51.5749	0.02876	E11 2NT
Wanstead Park	540592	185600	51.55178	0.02639	E7 0HU
Wapping	535030	180170	51.50434	-0.05586	E1W 3PA
Warren Street	529253	182272	51.52458	-0.13828	NW1 3AA
Warwick Avenue	526158	182030	51.5231	-0.18295	W9 2PT
Waterloo	531050	179933	51.50315	-0.11326	SE1 7NY
Waterloo East	531332	180054	51.50417	-0.10915	SE1 8NH
Watford	509579	196610	51.6576	-0.41727	WD18 7LE
Watford High Street	511360	196098	51.65265	-0.3917	WD17 2EG
Watford Junction	511023	197340	51.66388	-0.39617	WD17 1ET
Wellesley Road	532511	165752	51.37537	-0.09752	CR0 2DD
Welling	546096	176073	51.46478	0.101775	DA16 3AT
Wembley Central	518214	185039	51.55186	-0.29639	HA9 6AG
Wembley Park	519373	186341	51.56332	-0.27924	HA9 9AA
Wembley Stadium	518924	185366	51.55465	-0.28605	HA9 8BQ
West Acton	519394	181273	51.51777	-0.28066	W3 6UP
West Brompton	525383	178030	51.48733	-0.19554	SW5 9JX
West Croydon	532188	166098	51.37855	-0.10203	CR0 2TA
West Drayton	506124	180122	51.51007	-0.47218	UB7 9DY
West Dulwich	532798	173053	51.44091	-0.09067	SE21 8HN
West Ealing	516690	180749	51.51362	-0.31978	W13 0NQ
West Finchley	525507	191601	51.60926	-0.18892	N3 1NT
West Ham	539202	182974	51.52853	0.005317	E15 3BN
West Hampstead	525524	184726	51.54747	-0.19113	NW6 2LX
West Hampstead Thameslink	525423	184852	51.54863	-0.19254	NW6 1XJ
West Harrow	514163	187957	51.57892	-0.35385	HA1 4HE
West India Quay	537471	180505	51.50676	-0.02058	E14 4ED
West Kensington	524635	178321	51.49011	-0.2062	W14 9NL
West Norwood	531956	171955	51.43124	-0.10319	SE27 0HS
West Ruislip	508364	186791	51.56959	-0.43786	HA4 7WD
West Silvertown	540455	180155	51.50288	0.022246	E16 2AT
West Sutton	525081	164539	51.36615	-0.20464	SM1 2EH
West Wickham	538266	166563	51.38128	-0.01458	BR4 0PY
Westbourne Park	524920	181764	51.52099	-0.20088	W11 1AB
Westcombe Park	540199	178103	51.48451	0.017746	SE3 7EQ
Westferry	537064	180814	51.50964	-0.02632	E14 8AD
Westminster	530240	179718	51.5014	-0.125	SW1A 2JR
White City	523296	180750	51.51223	-0.22463	W12 7RH
White Hart Lane	533693	191340	51.60503	-0.07087	N17 7RP
Whitechapel	534738	181859	51.51959	-0.05942	E1 1BY
Whitton	514220	173568	51.44959	-0.35768	TW2 7LG
Whyteleafe	533842	158505	51.30993	-0.08114	CR3 0AD
Whyteleafe South	534169	157797	51.30349	-0.07671	CR3 0BD
Willesden Green	523350	184884	51.54937	-0.22241	NW2 4QT
Willesden Junction	521905	182942	51.53223	-0.24391	NW10 4RA
Wimbledon	524791	170647	51.42111	-0.20666	SW19 1PS
Wimbledon Chase	524306	169347	51.40953	-0.21409	SW20 8DB
Wimbledon Park	525274	172158	51.43458	-0.19919	SW19 7DZ
Winchmore Hill	531529	194494	51.63389	-0.10092	N21 3NG
Wood Green	531038	190427	51.59745	-0.10953	N22 8HH
Wood Lane	523314	180464	51.50966	-0.22447	W12 7DS
Wood Street	538521	189426	51.58667	-0.00195	E17 3NZ
Woodford	540952	191778	51.6072	0.034056	IG8 7QE

Station	OS X	OS Y	Latitude	Longitude	Postcode
Woodgrange Park	541861	185332	51.54905	0.044572	E7 8AA
Woodmansterne	528720	159385	51.31902	-0.15426	CR5 3HS
Woodside	534716	167115	51.3871	-0.06535	SE25 5DP
Woodside Park	525725	192564	51.61787	-0.18543	N12 8SE
Woolwich	543931	178994	51.49158	0.071819	SE18 6EU
Woolwich Arsenal	543754	178803	51.48991	0.069194	SE18 6HX
Woolwich Dockyard	542738	178908	51.49111	0.054612	SE18 5JY
Worcester Park	522192	166133	51.3811	-0.24558	KT4 7ND

Depots

Depot	Address	Postcode
Acton Works	130 Bollo Lane, London W3 8BZ	W3 8BZ
Ealing Common Depot	Granville Gardens, London W5 3PA	W5 3PA
Hainault Depot	Thurlow Gardens, Ilford, Essex IG6 2UU	IG6 2UU
Lillie Bridge Depot	Lillie Road, London SW6 1TP	SW6 1TP
Morden Depot	179 London Road, Morden, Surrey SM4 5HB	SM4 5HB
Northumberland Park Depot	Marsh Lane, London, N17 0XE	N17 0XE
Neasden Depot	Quainton Street, off Neasden Lane, London, NW10 1PH	NW10 1PH
Ruislip Depot	West End Road, Ruislip, Middlesex HA4 6NS	HA4 6NS
Stonebridge Park Depot	North Circular Road, London NW10 0RL	NW10 0RL
Stratford Market Depot	Burford Road, London E15 2SP	E15 2SP
Upminster Depot	Front Lane, Upminster, Essex RM14 1XL	RM14 1XL
Waterloo Underground Depot	Lower Road, London SE1 8SE	SE1 8SE
White City Depot	Wood Lane, London W12 7RH	W12 7RH



[GLA Entity]
and
TELEFONICA UK LIMITED

**Agreement for the provision of
Mobile Services Lot 2
Schedule 2B
Service Levels**

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1. SERVICE LEVELS

- 1.1 The Service Levels are set out in Annex 1 (*Service Level Table*) and operate as follows:
- 1.1.1 the Service Levels numbered 1 and 4 are legally binding and, in the event of any breach of such Service Levels, the Customer shall be entitled to the remedies set out in this Paragraph 1.1 as well as its remedies in law. The Service Levels are otherwise not legally binding (but are nonetheless subject to the remedies outlined in Paragraphs 1.2 and 1.2.3);
- 1.2 In the event of any failure by the Supplier to meet any of the Service Levels:
- 1.2.1 the Supplier shall provide enhanced reporting in accordance with Paragraph 2; and
- 1.2.2 where the failure constitutes a Material Service Level Failure, the Supplier shall provide a Corrective Action Plan for agreement by the Customer and, where agreed, the Supplier shall comply with such plan in accordance with Clause 25 (*Corrective Action Plan*); and
- 1.2.3 in respect of the Service Levels numbered 1 and 4, the Customer may terminate this Agreement (irrespective of whether a Corrective Action Plan has previously been agreed in relation to the Service Level failure) upon the occurrence of a Critical Service Level Failure in accordance with Clause 28.1 (*Termination by Customer*).
- 1.3 The Service Levels shall be measured monthly and the Supplier shall provide the Customer with a detailed written report on the performance of the Service against each of the Service Levels within ten (10) Working Days after the end of each month.
- 1.4 In respect of Service Levels numbered 1 to 6 (inclusive), "Availability" means the percentage of time in the applicable calendar month when the relevant network or system is available for use by the Customer (with complete functionality) when assessed on a 24x365 basis and measured to the nearest minute (rounded up).
- 1.5 An example calculation for Availability is as follows:

Minutes of outage in month of October: 2 minutes 40 seconds
 Rounded up outage ("*outage time*"): 3 minutes
 No. of minutes in October ("*total time*"): $31 \times 24 \times 60 = 44,640$

$$\text{Availability} = (\text{total time} - \text{outage time}) / (\text{total time})$$

$$\text{Availability} = (44,640 - 3) / 44,630 = 99.99\%$$

2. ENHANCED REPORTING

- 2.1 In the month following the occurrence of any Service Level failure, and for each month that such Service Level failure persists, the Supplier shall provide the Customer with enhanced written reports on Service Level performance (applicable to each of the Service Levels to which the failure relates) including a detailed update on:
- 2.1.1 the root cause analysis;
- 2.1.2 steps which have been taken or which are planned to be taken to minimise the effect of the underlying cause of the Service Level failure;
- 2.1.3 steps which have been taken or which are planned to be taken to remedy the underlying cause of the Service Level failure; and
- 2.1.4 the timetable for the full restoration of compliance with the Service Levels.
- 2.2 The Supplier shall provide the Customer with such additional information as the Customer reasonably requests in relation to any Service Level failure.
- 2.3 At the Customer's request, the Supplier shall escalate Service Level failures as set out in the table below. Where a Service Level failure is escalated to a particular level (as requested by the Customer), the Supplier Personnel nominated in the table below shall meet with senior

Customer Personnel to review the Service Level failure within ten (10) Working Days of the escalation threshold occurring.

Service Level failure	Supplier Personnel
Any failure to meet any Service Level.	Service Delivery Manager
Material Service Level Failure	Client Director
A failure to meet a Corrective Action Plan in respect of a Material Service Level Failure	Team SDM Manager
Critical Service Level Failure	Head of Service Delivery

3. **RELIEF EVENTS**

- 3.1 Any failure by the Supplier to meet a Service Level caused by a Relief Event shall be disregarded when measuring the Supplier's actual performance against that Service Level, subject to Clause 26 (*Relief Events*).
- 3.2 The Supplier shall clearly set out in the Service Level reports its justification for the inclusion of any Relief Events.

**ANNEX 1
SERVICE LEVEL TABLE**

No.	Service Area	Service Level Description	Service Level	Application	Critical Service Level Failure
1	Network Availability	Mobile Network Critical Outage	No occurrence of a Mobile Network Critical Outage	<p>A Mobile Network Critical Outage is any failure of the Mobile Airtime Service (for the avoidance of doubt such failure is not limited to a total loss of Mobile Airtime Service and would include partial loss of the capabilities comprising the Mobile Airtime Service (for example, where there is a loss of internet connectivity only)) that:¹</p> <p>(a) affects twenty per cent (20%) or more of Customer's connections to the network for a single period of four (4) hours or longer; or</p> <p>(b) affects twenty per cent (20%) or more of Customer's connections to the network for an aggregate period of eight (8) hours or longer in any month</p>	Two (2) or more Mobile Network Critical Outages within any twelve (12) month period
2	Customer Portal Availability	Availability of Customer Portal	99%	The Customer Portal is available and functioning as defined in MS-040 set out in Schedule 2A for at least ninety nine per cent (99%) of the time	N/A

¹ For reporting purposes, any failure affecting services provided across twenty per cent (20%) or more of the Supplier's network (e.g. 20% of cells) within Greater London shall be recognised by the Authority as a suitable proxy for measuring the occurrence of any Mobile Network Critical Outage. Note that this shall include any issues in the core or elsewhere in the network that affect services provided to the Customer across twenty per cent (20%) or more of the Supplier's network.

Final

No.	Service Area	Service Level Description	Service Level	Application	Critical Service Level Failure
3	Coverage Uplift Solutions Availability	Availability of Coverage Uplift solutions used to extend mobile network coverage	99%	Each Coverage Uplift solution installed at each Customer Site is available at least ninety nine per cent (99%) of the time, measured separately for each separate in-scope Customer Site	N/A
4	Data Links (with circuit redundancy) Availability	Data Link Critical Outage	No occurrence of a Data Link Critical Outage	<p>A Data Link Critical Outage is any failure of any Data Link (with circuit redundancy) that results in a loss of the Data Link connectivity for an aggregate period of four (4) hours or longer in any month.</p> <p>Note that for the purposes of a Data Link Critical Outage, a temporary loss of communications via an individual circuit is not considered to constitute a failure provided that Data Link connectivity is maintained via the second circuit.</p>	Two (2) or more Data Link Critical Outages within any twelve (12) month period
5	Data Links (with circuit redundancy) Availability	Availability of Data Links private connection with circuit redundancy	99.95%	Data Link private connections with circuit redundancy being available at least ninety nine point nine five per cent (99.95)% of the time (measured separately for each Data Link)	N/A
6	Data Links (no circuit redundancy) Availability	Availability of Data Links private connection without circuit redundancy	99.70%	Data Link private connections without circuit redundancy being available at least ninety nine point seven per cent (99.70%) of the time (measured separately for each Data Link)	N/A

TfL RESTRICTED

No.	Service Area	Service Level Description	Service Level	Application	Critical Service Level Failure
7	Call Handling	Percentage of Support Desk calls answered within 60 seconds	95%	Percentage of calls to the Support Desk that are answered within 60 seconds of connection should be at least ninety five per cent (95%)	N/A
8	Call Handling	Percentage of abandoned Support Desk calls	5%	Calls to the Support Desk that are abandoned after connection should not exceed five per cent (5%)	N/A
9	Email Response	Percentage of Support Desk emails responded to within 24 hours	95%	Percentage of emails to the Support Desk responded to within twenty four (24) hours of them being submitted by the Customer should be at least ninety five per cent (95%). Note that, for the purposes of this Service Level, acknowledgement of receipt alone is not sufficient and a bespoke response to the email is assumed (e.g. provision of information requested or confirmation that a service request or Incident is being actioned or has been resolved).	N/A
10	Supplier Device Returns	Percentage of Supplier Devices under warranty replaced within two (2) Working Days of Supplier Device failure being reported	90%	Where a Supplier Device is under warranty and fails a replacement will be received within two (2) Working Days of the failure being reported to the Support Desk for at least ninety per cent (90%) of occasions	N/A
11	Activations	Percentage of requests to activate SIMs processed on day of request	95%	New SIMs that have an activation request sent to the Support Desk before 18:00 will be processed on	N/A

No.	Service Area	Service Level Description	Service Level	Application	Critical Service Level Failure
				that day for at least ninety five per cent (95%) of occasions (24x365)	
12	Orders	Percentage of orders received before 12:00 midday processed the same day	95%	Orders that are received by the Support Desk before 12:00 midday on any Working Day will be processed that day for at least ninety five per cent (95%) of occasions	N/A
13	Incident Confirmation Response	Percentage of contacts to the Support Desk that receive a unique confirmation with unique reference	95% within 5 minutes 100% within 10 minutes	The percentage of Incidents that are reported or service requests raised with the Supplier's Support Desk (at any time via any means including telephone, email or the Customer Portal) that receive a unique confirmation with unique reference should be at least ninety five per cent (95%) within five (5) minutes and one hundred per cent (100%) within ten (10) minutes	N/A
14	Incident Resolution	Percentage of Incidents ² resolved within four (4) hours	95%	Incidents reported to the Support Desk that affect multiple users and/or connections to the network e.g. failure of Coverage Uplift, the Customer Portal or Data Links to be resolved within four (4) hours for at least ninety five per cent (95%) of occasions	N/A
15	Reporting	Percentage of monthly reports which are delivered on time and which are accurate	100%	All monthly reporting to be accurate and delivered within ten (10) Working	N/A

² Note that Incidents affecting multiple users as described for Service Level 14 are considered to be high priority (e.g. 'P1') Incidents. For lower priority Incidents, alternative resolution times for monitoring and reporting may be agreed between the Parties.

No.	Service Area	Service Level Description	Service Level	Application	Critical Service Level Failure
				Days from the end of the previous measurement period on one hundred per cent (100%) of occasions	
16	Billing	Percentage of monthly bills which are delivered on time and which are accurate	100%	All billing information to be accurate and delivered within ten (10) Working Days from the end of the previous measurement period on one hundred per cent (100%) of occasions	N/A
17	Carbon Footprint	Reduction in the carbon footprint of the Services to contribute to Customer's net zero targets by delivering carbon reduction initiatives as agreed in the EMP	Deliver a fifty nine per cent (59%) reduction in the annual carbon footprint, or any such other amount agreed by the Customer and the Supplier pursuant to the EMP, by the end of the Initial Term (compared to the annual baseline)	<p>Carbon footprint is the measure of the Supplier's carbon that is apportioned to the Services. The Supplier uses a carbon calculator developed by the Supplier and certified by the 'Carbon Trust'. This calculator uses the following principles:</p> <ul style="list-style-type: none"> 'GHG Protocol Product Standard'. Includes embodied and operational carbon emissions. Apportionment of the Supplier's operational emissions and services delivery. <p>Covering the Services as agreed in the EMP.</p> <p>To be calculated and reported on a like-for-like basis against Service volumes.</p>	<p>Any of:</p> <p>(a) failure to deliver an EMP milestone within one (1) month of the agreed timescale;</p> <p>(b) two (2) consecutive reports (bi-annually) of being five per cent (5%) adrift of the carbon reduction glidepath agreed in the EMP; or</p> <p>(c) two (2) or more environment management activity milestones (as agreed in the EMP) missed by more than a quarter.</p>



[GLA Entity]
and
TELEFONICA UK LIMITED

**Agreement for the provision of
Mobile Services Lot 2
Schedule 3.1
Supplier Solution**

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1. INTRODUCTION

- 1.1 This Schedule sets out a description of the Supplier Solution as at the Effective Date and takes effect subject to Clause 1.3(d) (*Definitions and Interpretation*).
- 1.2 The Parties do not intend for this Schedule to be updated to reflect Variations pursuant to Schedule 6.2 (*Variation Procedure*), unless such Variations shall introduce new Services to this Agreement, in which event the Supplier Solution will be updated to reflect those new Services. If there is any inconsistency between:
- 1.2.1 this Schedule; and
 - 1.2.2 a Variation Approval,
- the latter shall prevail.

2. THE SUPPLIER SOLUTION

The Supplier Solution agreed between the Parties as at the Effective Date is embedded below at Annex 1 (*Supplier Solution*).

3. REDUCING CARBON FOOTPRINT

- 3.1 The Supplier's policies and plans adopted and a summary of key actions taken and next steps planned towards reducing the Supplier's carbon footprint are set out at Annex 2 (*Carbon Footprint*).
- 3.2 The Supplier shall within thirty (30) days of the Service Commencement Date submit to the Customer a draft Environmental Management Plan ("**EMP**") which clearly outlines the Supplier's environment management plan in relation to the Services, including:
- 3.2.1 the proposed approach to carbon apportionment (and associated calculations and parameters to be used in such apportionment);
 - 3.2.2 the proposed carbon baseline (current and historical) for the Services (based on data and apportionment provided by the current supplier, and on industry figures agreed assumptions where such data does not exist);
 - 3.2.3 projected initial carbon footprint of the Services (using above apportionment); and
 - 3.2.4 proposed sustainability objectives and targets, and milestones, and innovation, and management and reporting measures, including a carbon footprint related Service Level, or Service Levels.
- 3.3 Prior to the submission of the draft EMP to the Customer, the Supplier shall, upon the Customer's request, provide a copy to the Customer of any documentation produced by the Supplier in relation to the development of the draft EMP, including:
- 3.3.1 details of the Supplier's intended approach to the EMP and its development, including the proposed approach to carbon apportionment, the carbon baseline and the projected initial carbon footprint of the Services; and
 - 3.3.2 any other work in progress in relation to the EMP.
- 3.4 Within sixty (60) days of the Service Commencement Date, the Supplier shall attend with the Customer an environmental kick-off meeting to discuss the draft EMP, and within thirty (30) days of the before-mentioned environmental kick-off meeting (or such other period as agreed between the Parties in writing), the Supplier shall produce an updated EMP following input and feedback from the kick-off meeting. The updating EMP shall specifically include:
- 3.4.1 a carbon reduction plan, which aims to reduce the carbon footprint of the Services (including targets, milestones, activities, responsibilities, risks, and governance measures);
 - 3.4.2 a carbon footprint related Service Level, or Service Levels; and
 - 3.4.3 an environment innovation program which, where reasonably practicable, applies both to the Services and the Customer more broadly.

- 3.5 If the Parties do not finalise the EMP within the above time period, either Party may refer the matter as a Dispute for resolution in accordance with the Dispute Resolution Procedure.
- 3.6 The Supplier shall commence carrying out the EMP within thirty (30) days of the Parties having agreed such EMP and for the remainder of the Term, carry out the EMP. Annually on the anniversary of the Service Commencement Date (or such other date as agreed between the Parties in writing), the Supplier shall review the EMP and within fifteen (15) days of the Service Commencement Date's anniversary, propose any relevant updates to the EMP for the Customer's consideration (and to the extent any updates are agreed by the Customer, the Supplier shall implement such updates and they shall form part of the EMP).
- 3.7 The Supplier shall monitor and report on progress against the EMP to the Customer by providing to the Customer, on an annual basis, an environmental performance report, in such format agreed between the Customer and the Supplier during the environmental kick-off meeting referred to in Paragraph 3.4 above, including:
- 3.7.1 details of the Supplier's performance against the EMP;
 - 3.7.2 a summary of any relevant environmental related innovations; and
 - 3.7.3 a summary of any relevant changing circumstances.

4. **BUSINESS CONTINUITY AND DISASTER RECOVERY**

The Supplier's business continuity and disaster recovery plan is set out at Annex 3 (*BCDR Plan*).

ANNEX 1 SUPPLIER SOLUTION

1. AIRTIME AND SIMS

1.1 Mobile Airtime Services

VMO2 meets the Customer's requirements relating to M2M services with our Smart Connect Global IoT SIMs (i.e. Telefonica Spain Global IoT SIMs), which can provide roaming capabilities for data and SMS services. VMO2 currently supplies the Customer with 1,648 active Global IoT SIMs on the Kite platform, and 42 active Global IoT SIMs on our Jasper platform for CWAN services. The Customer also have a number of data only connections with us on our standard mobile airtime tariffs that don't include a SIM management platform; the Customer may choose to make use of these SIMs again, or to use Global IoT SIMs on the Kite platform for data connections.

MS-004 – Mobile Airtime Service (M2M)

For M2M/IoT data SIM requirements including roaming, our suggestion is to use our Telefonica Spanish SIMs (i.e. Kite Global IoT SIMs) - our Kite Global platform capability is also included in this proposition offering. These SIMs will give the Customer the ability to roam in the event that the VMO2 network is not available, providing resilience for operationally critical equipment where required.

The Kite platform has been specifically developed by Telefonica to enable customers to manage the connectivity of their M2M devices. The Kite platform will give the Customer the ability to undertake the following:

- SIM card inventory management
- Management of pre-bills
- Activate/de-activate SIMs
- Gain visibility over data/SMS consumption and costs
- Create alarms and rules around usage with automated actions that can be set up and personalised to each alarm
- In-depth reporting with business, security, and operations dashboards along with pooling information and a map dashboard which displays all SIMs with recent data traffic
- Additional reporting tools that will help the Customer manage their estate in the most efficient way possible.

Bulk actions can be performed to save time and the platform can be integrated using APIs to existing systems you may have in place. Different administrator levels can be set dependent on required access for different personnel. SIMs can be split into different groups that can then each be reported on with accurate individual and group reporting tools.

Latest uptime figures for the Kit Global platform can be found below:

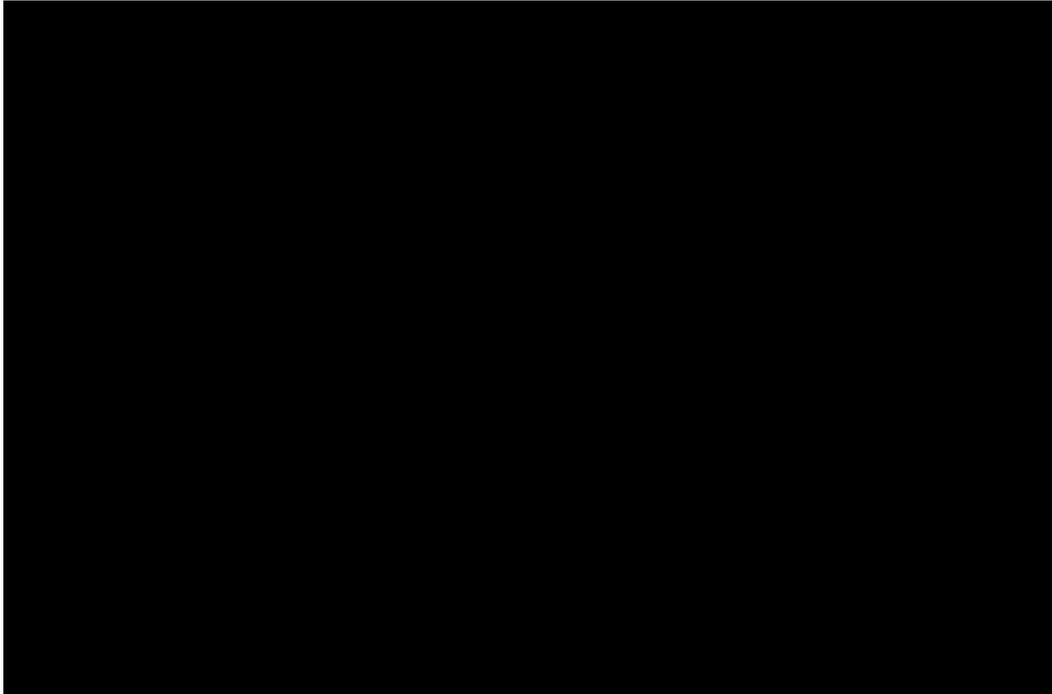


Table 18 – Kite Uptime Figures

MS-005 – Mobile Airtime Service (M2M) Capabilities

Please note that the bearers currently available when Kite Global IoT SIMs are used are the 2G/3G/4G & LTE-M (LPWAN) bearers, with 5G & NB-IoT committed in our roadmap for future developments:

- **2G bearer:** VMO2, Vodafone UK, EE
- **3G bearer:** VMO2, Vodafone UK, Hutchison 3 UK, EE
- **4G bearer:** VMO2, Vodafone, Hutchison 3 UK, EE
- **5G bearer:** a project activity is underway that will mean that the 5G bearer can be used with one or more of the UK mobile operators
- **LTE-M:** VMO2 – the LTE-M bearer can be used across the UK with the VMO2 mobile network
- **NB-IoT:** due to the success of VMO2's LTE-M network rollout VMO2 will start to deploy NB-IoT in the UK in H2 2023
- **SMS –** SMS is a standard feature on both VMO2 UK M2M SIMs and Kite Global M2M SIMs.

VMO2 Mobile Network 4G: In London we have circa 2,300 4G Macro sites across 1,700 small cells and a significant volume of DAS (distributed antenna system). Given many of your users work within the Greater London Area this means that we have excellent coverage and a stable network in place to support the Customer workforce.

VMO2 5G: We recognise that 5G is increasingly important for the Customer and its users who want to exploit its faster data speeds, ultra-low latency, better network capability and increased reliability. At a national level, we currently have 5G penetration of circa 31% for the 4G macro layer and circa 16% for total 4G layer. As the bulk of Customer users work within the Greater London Area or work from home, we have included 5G coverage stats for the Greater London area in Table 3

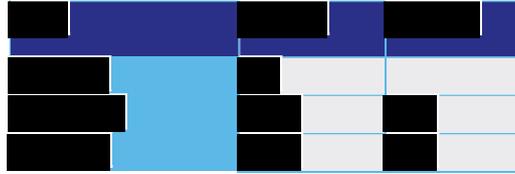


Table 19 – 5G Coverage Stats in London

We have also provided detailed 4G and 5G coverage maps separately in Attachment 1 to Annex 1.

Over the term of the Customer contract, we will be implementing an aggressive 3-year delivery plan to significantly increase the volume of 5G sites rolled out, helping drive continuous improvement across the network. This 5G network will deliver:

- **Ultra-Reliable Low Latency Communications (uRLLC):** Provides low latency for mission critical services and will enable a wide range of use cases from autonomous vehicles to remote surgery.
- Features include:
 - **Mobile Edge Computing (MEC):** allows data storage and processing to happen within a 5GSA network. This will increase capacity in the network and provide ultra-low latency.
 - **Network of Networks:** potential to provide ubiquitous coverage over time. The ability to create a contiguous 5G network from range of existing and new coverage technologies, including 4G cellular networks, Wi-Fi, private network and low earth orbit satellites (LEO).
- **Massive Machine Type Communications (mMTC):** Will enable ten times as many connected devices than 4G, for sensing, monitoring and metering. mMTC will enable efficient, ultra-low energy, low cost, deep coverage, high density communications for large scale IoT such as Smart City infrastructure and connected vehicles.

Soft/hard data caps (per group basis) - This will be included as a standard feature within Customer's inclusive Mobile Airtime Service for M2M devices.

Within the Kite platform, the Customer will be able to create soft & hard data caps on individual SIMs or a group of SIMs and manage SIMs with extensive usage reporting tools.

Options to enable, disable and limit international roaming on a per user basis - Included as a standard feature as part of inclusive mobile airtime service.

International roaming limits depend on the connected tariff. Typically, tariffs created usually relate to one country at a time unless specified otherwise by the customer – available networks and countries are individually selected for Kite tariffs in implementation. Therefore, as standard, if the Customer make use of UK Resilient tariffs on Kite (UK roaming), the tariffs would not have access to international networks.

International tariffs can be created upon request through a contract variation.

Kite Global IoT SIMs are associated with a commercial plan that dictates which mobile networks can be used by end devices. This will enable the Customer to set which mobile operators can be used by SIMs. The Kite platform provides a level of granularity that is not normally available - normally a SIM is enabled for full roaming or no roaming whereas the Kite platform will enable the Customer to set which individual mobile networks can be used by SIMs.

MS-006 – Mobile Airtime Service (M2M) Applications

Our range of M2M solutions are viable for use across a wide array of applications, with differing data bundle structures dependent on the platform offered. The Customer currently make use of our standard mobile platform, DISE, for some data only connections.

DISE is our traditional service access platform and provides our customers with access to Voice, Data, SMS and MMS services - this platform is the one currently utilised by the majority of Customer's existing M2M estate provide by VMO2 e.g. Ticketing / iBUS and Cycle Hire.

Dependent upon the Data usage volumes required per application we offer our customers a range of tariffs which can be Data only or Voice and Data. These options can be based on an allowance per SIM or on an aggregated bundle basis – data allowances / bundles and can be configured to range from as little as 5MB (or lower) to well over 40GB (and even into the TB range). To also ensure our network capability matches our customers hardware and application requirements and our sims operate on the full spectrum of frequency ranges under our 2G/3G/4G and 5G networks.

Customer also currently make use of our Smart Connect solution (i.e. Kite Global IoT SIMs) on our Kite Global platform for a number of applications, including the Customer ULEZ estate. Tariffs in Kite can be allocated on an individual or pooled basis. The Customer can have access to a range of bundle sizes at any one time to ensure the most appropriate tariff is selected for individual use cases. For example, VMO2 can offer the Customer increments from 1MB up to a specified number, whether GB or TB. For the ULEZ estate, we currently operate on shared bundles of between 15GB and 23GB per SIM across 1200 SIMs. SIMs on the same tariff would add to the same pool; for example, if the Customer had 100 active SIMs on a 1MB tariff, the pool size for those SIMs would be 100MB. If the Customer had 80 active SIMs on a 1MB tariff and 20 active SIMs on a 5MB tariff, the 80 SIMs would have access to an 80MB pool, and the 20 SIMs would have access to a separate 100MB pool.

MS-007 – Mobile Airtime Service (M2M) Voice

VMO2 can offer some voice capability on M2M SIMs. If the Customer choose to utilise standard mobile SIMs for their M2M requirements, then all standard mobile voice services will apply. However, for our IoT platforms and roaming SIMs, there are limited voice capabilities available to the Customer. Our SIMs will support voice calls services for these specified connections, however, do not support services such as voicemail.

1.2 SIM Cards

We are using the SIM card and roaming processes and service for existing customers of similar complexity and scale including Network Rail and Northumbrian Water with positive feedback received. Standard mobile SIMs are provisioned via our customer service team, and sent out to the Customer pre-activated, whereas with IoT SIMs, the Customer can batch order blank SIMs and activate them as and when required using the Kite SIM management platform.

MS-008 and MS-009 – provision of SIM cards to enable access to the M2M Mobile Airtime Service.

Standard Mobile SIMs:

We appreciate that M2M hardware comes in a wide variety of shapes and sizes due to the wide range of applications for the Customer. Therefore, to fully support your immediate and longer-term requirements we appreciate that we must provide a range of SIM cards for your M2M devices. We can provide standard SIM cards and older format SIM cards including Micro-SIMs to fully support any Customer SIM requirements. This supply includes VQFN8 which is an embedded SIM and is the smallest and toughest SIM card, which is ideal for devices that incur frequent vibrations or high temperatures.

We will supply the Customer with a triple format commercial plug-in SIM that can be used in all devices (mini, micro and nano format SIM).

To ensure that our offering remains fit for purpose in an ever-changing tech environment, we track new developments so that we can adopt and support new standards. To reduce the need time consuming and potentially disruptive SIM swap-outs, we ensure the SIM cards we utilise are forward compatible. For example, with the launch of 5G there was no requirement for our customers to change out the existing SIM card to support this newer technology.

As added value to the Customer, we will also continue to support and provide bespoke SIM cards where required across the estate. For example, as part of the iBus and Riverboat Ticketing service, we supply custom SIM cards manufactured specifically to meet defined Customer service requirements. This means that this SIM is protected should it be extracted, and in case an attempt is made to use this in a non-Customer supported device. This is achieved by enabling the PIN on the SIM and setting it to a defined value that the module can calculate and present. Hence, if the SIM was inserted into another device, the 'PIN presentation' procedure would be displayed with the user given three attempts. At present, these are typically ordered in batches of 1,000 and dispatched in quantities of 100 directly to the Customer's supplier Cubic.

SIM Card Ordering

Customer can order SIM cards via our established and pre-existing helpdesk to helpdesk model. SIM cards are typically ordered in batches of >50 however smaller BAU orders follow the same principle. On receipt of an order request, we will process and issue SIM numbers in an agreed excel format so these can be uploaded into an asset database. Customer are then able to activate the SIM card as needed, preventing any charges for line rental when SIMs are out of use.

From receiving an order, we will typically ship SIM cards the same day, dependent on time of order. As added value to the Customer, we can hold a boot stock of SIM cards in our warehouse to assist with urgent deployment requirements.

We will deliver the following SLAs as part of our Corporate SIM ordering process.

SLA	Description
Order Entry	95% of orders received before 12:00 on a Working Day will be processed the same day.
Mobile Equipment Delivery by Registered Carrier	95% of orders received and processed before 12:00 will be delivered to an address on the UK mainland by 17:00 the next Working Day. Someone must be available to receive the order. There may be a charge for re-delivery of any order is not received on the first attempt.
SIM Card Activation	95% of requests to activate SIM Cards on the network will be processed by 17:30 on the day of delivery.

Table 20 – SIM card ordering SLA

Reporting on SIM Delivery and Activation

To ensure the Customer can keep track of both despatched and activated SIM we provide reporting to ensure these assets are closely controlled.

- Upon despatch we provide an asset list of all ordered SIMs to the team within the Customer who will be receiving the SIMs–
- Once SIMs are connected we provide a full list of newly connected to SIMs, allowing the Customer to update your asset database. This is sent on a monthly basis for all Lot 1 connections and on an ad-hoc basis for Lot 2 when orders are placed.
- Once connected SIM cards show in the My O2 Business portal and your bespoke reporting pack, each SIM will typically be identified via an email address and username to comply with the Customer's invoicing requirements. Where required, we also have a second username field that can be utilised as an additional identifier e.g., cost centre, username, project code etc.

MS-010 – Roaming SIMs

VMO2 can provide the Customer with a roaming SIM solution – a Telefónica Spain SIM that is roaming when used in the UK. This solution is known as the Kite Global M2M SIM solution. The use of a roaming SIM is advantageous to the Customer as it maximises the cellular footprint that is available to devices deployed in the UK. Presently, the Customer can use Kite Global M2M SIMs with the following UK mobile networks:

- **2G bearer:** VMO2, Vodafone UK, EE
- **3G bearer:** VMO2, Vodafone UK, Hutchison 3 UK, EE
- **4G bearer:** VMO2, Vodafone, Hutchison 3 UK, EE

To fully support the Customer, we appreciate that we must provide a range of SIM cards for your M2M devices. We can provide SIM cards in a number of different form factors as shown below:



Industrialised SIMs that are designed to be used in harsh environmental conditions can also be provided if required – these are SIMs that work in a wider range of temperatures and that support a higher number of read and write cycles.

The VQFN8 SIMs are provided on a reel in order that the SIMs can be easily inserted onto device circuit boards in an industrial manufacturing environment. VQFN8 format SIMs are often used in very harsh environmental conditions and are designed to have a longer lifespan.

Personalised M2M SIMs can be provided to the Customer – for instance SIMs with a PIN enabled.

SIMs are sourced from multiple suppliers to ensure SIMs can always be provided to customers.

SIM Card Ordering

A mature SIM ordering process exists for the Kite Global M2M SIMs – as detailed in the customer service charter for the Kite Global M2M service.

The minimum ordering volumes for SIMs, are captured below:

SIM Type	Non-Personalised SIMs	Personalised SIMs
Standard SIM	50	1,000
Micro	50	1,000
Nano	50	1,000
Industrial Plugin High Temperature	50	1,000
Industrial VQFN8	300	300

A SIM order form is completed by the Customer and is sent to the VMO2 IoT Customer Services Team. After receipt of the IoT SIM order form, the VMO2 IoT Customer Services Team will check the form to ensure all details required are correctly captured and that the order is aligned with the SIM card forecast provided by the Customer or the Customer account team. The check will generally be completed within one (1) Business Day. If the check cannot be completed within three (3) Business Days, the VMO2 IoT Customer Services Team will inform the Customer of the reason for the delay and when the check is expected to be completed. When the SIM order is accepted, the VMO2 IoT Customer Services Team will send confirmation of the acceptance.

Delivery times vary by quantity ordered, SIM type and delivery destination. The target times for delivery can be found in the table below.

Service Description	Service Levels & Target
Target time for delivery of Global IoT SIMs for forecast <10k (Standard plugin Mini, Micro Nano, Industrial Plugin)	Six (6) Business Days measured from the time that the SIM supplier receives the order.
Target time for delivery of Global IoT SIMs for forecast >10k (Standard plugin Mini, Micro Nano, Industrial Plugin)	Fifteen (15) Business Days measured from the time that the SIM supplier receives the order.
Target time for delivery of Global IoT SIMs for forecast Personalised or VQFN8 orders	Fifteen (15) Business Days measured from the time that the SIM supplier receives the order.
In Target time for delivery of Global IoT SIMs for all non-forecast orders	Twenty-Nine (29) Business Days measured from the time that the SIM supplier receives the order.

Delivering added value for Customer

As added value, we will continue to work in close partnership with the Customer and your third-party suppliers to ensure project specific SIM requirements are captured accordingly. As we do today, our SIM experts will liaise directly with the Customer and your third-party counterparts to offer advice and expertise. Where necessary, we will also work directly with SIM manufacturers, to provide bespoke SIM profiles or builds.

To account for these different SIM types and builds, we have specific delivery processes for the connections in use by the Customer. These are captured below:

Standard Mobile Connections – stocks of SIM are held centrally by Computer Centre. These are a standard PIN enabled triple SIM form factor specification which can be used in all devices (Standard, Micro and Nano) Most devices use the nano SIMs but the other form factors can be used where required.

iBus – Customer hold their own stock of PIN Disabled Triple SIM cards for these connection types. Where required, we can also supply a standalone Standard SIM with no pre-cut perforations which solves the problem of the SIMs being rattled apart while in situ in the buses.

Cubic – the Cubic team have their own large batch of SIMs which are ordered in thousands to replenish the stock when needed. These are a bespoke 3 form factor half PIN Derived SIMs which we order directly from our SIM supplier when they are required.

Ticketing – To support the Customer's ticketing requirements, we provide a number of different devices with differing sim requirements. Hence use the Triple SIM for all connections (Standard 2FF, Micro 3FF and Nano 4FF)

ULEZ – we have just shipped 100 spare SIMS to the Customer to help you recover following a recent spate of camera thefts encountered. This was done under goodwill and free of charge (shipped from Spain).

1.3 eSIM

MS-012 – eSIM

The Customer have indicated that they feel it is very important that eSIMs are deployed in IoT/M2M devices - the Customer eSIM requirement was discussed at the Customer Invitation to Submit Initial Tenders Technical Solution and Negotiation Session held on the 23rd of February.

Following our meeting, various options have been considered by VMO2 and it is felt that the best way forward would be for the Customer to deploy Telefónica Kite Global M2M eSIMs. These are Spanish SIMs that can utilise all UK mobile operator networks.

The Customer ultra-low emission zone cameras already use a Telefónica Kite Global M2M APN solution, the tfl.ulez APN, with Telefónica Kite Global M2M SIMs - but in this case standard SIMs rather than eSIMs have been deployed.

Telefónica SIM Subscription Management Platform

The Telefónica SIM Subscription Management platform is compliant with GSMA standard SGP .02.

The Telefónica Tech (TTech) team, who have responsibility for the SIM Subscription Management Platform, have provided a commitment to support GSMA standard SGP .02 for at least the next five to seven years.

After this period TTech will need to re-evaluate the situation with the standard and how long it will be supported – for instance the GSMA could deprecate the standard. However, the Customer can be assured that TTech will work closely with VMO2 and Customer to agree what will apply for the period after the next seven years.

End Devices

VMO2 will work with the Customer to ensure that deployed devices will work with the Telefónica eSIMs that have the Telefónica Kite Global M2M network profile within the eUICC software component. Telefónica can provide eSIMs in a number of different form factors including mini SIM, micro SIM, nano SIM and solderable SIM VQFN8 format.

The following logistic options can be supported for embedded SIMs:

1. We provide the Customer the embedded SIMs with the Telefónica Kite Global M2M network profile so that the device manufacturer can solder them during the manufacturing process. This has all the Telefónica guarantees
2. We provide the part number and authorisation to the manufacturer so that the Customer can purchase Telefónica eUICCs directly from the manufacturer. This has all Telefónica guarantees regarding SIMs functionality, but none regarding the quality of the logistics of the SIMs

Option 1 is the preferred option and it is recommended that this is the approach that the Customer adopt.

Customer will need to ensure that deployed devices are capable of successfully performing the operations that will need to be actioned if the Telefónica Spain Global M2M eSIM is to become an eSIM of another organisation/UK mobile operator.

Customer will need to ensure that the firmware of the deployed devices can be updated Over The Air (OTA) – in case the device firmware needs to be updated ahead of the device/eSIM being migrated to another organisation. Please note, the Customer will need to fund any device certification activities.

Migration of Telefónica eSIMs to another Organisations SIM Subscription Management Platform

Integrating the SIM Subscription Management Platform of one organisation with the SIM Subscription Management Platform of a different organisation is complex for a number of reasons - some of which are detailed below:

- Costly/complex integration project activity
- The GSMA standard SGP .02 does not define all aspects of a deployment, such as the orchestration level, and this may lead to end-to-end flow incompatibilities between the two organisations that are trying to integrate their SIM Subscription Management Platforms
- The device and customer back-end systems must be able to cope with the change in network interconnection point
- Different organisations have different operational models
- Devices that are compliant with eSIM technology, that have been certified, need to be deployed
- New APN solution infrastructure will need to be put in place

If the Customer wish for us to undertake an integration activity with another organisation/UK mobile operator the following would apply:

- The cost of integrating the Telefónica SIM Subscription Management Platform with the SIM Subscription Management Platform of another organisation/UK mobile operator would need to be funded by the Customer
- Customer would need to sign a contract with another organisation/UK mobile operator who would be prepared to undertake the necessary integration work to “receive” the eSIMs. Any costs that will be incurred by the other organisation/UK mobile operator would need to be funded by the Customer or the other organisation/UK mobile operator
- Customer would need to give reasonable notice, 12 months-notice is considered reasonable, of wanting to undertake such a complex integration project in order that the cost of the work can be assessed and a pricing schedule can be created such that commercial discussions with the Customer can commence. We will also require time to put together a project team to perform the required work activities
- The other organisations/UK mobile operator’s SIM Subscription Management Platform must be compliant with GSMA standard SGP .02
- If the SIM migration needs to be done in batches that would need to be taken into consideration when migration project plans are created
- Orchestration of the SIM migrations is key and would need to be agreed and defined as part of the migration project activity
- If the orchestration of the SIM migrations needs to be executed and monitored by us charges will apply that will need to be factored into the overall cost of the project
- Customer must take into account that some devices might not be able to support a SIM migration due to bad coverage or other circumstances that mean the device is not interacting with a mobile network – the Customer will need to deal with such situations. Furthermore, the organisation that is “receiving” the eSIMs must ensure they have coverage in the geographic area where the end device is deployed
- Undertaking the SIM migration activities may impact the live service of the deployed devices – will be dependent on the end devices
- A well defined end-to-end validation process, that is agreed by all parties involved, must be put in place prior to the execution of the migration project
- The roles and responsibilities of the different organisations involved in the migration activity will need to be defined and agreed. Who will lead the project activity will also need to be agreed
- Depending on the specific exit agreement it is likely that the Telefónica profile on the eSIM will have to be deleted. The charges associated with Telefónica undertaking this work will need to be factored into the overall cost of the project

Our eSIM Expertise

TTech, who have responsibility for the SIM Subscription Management Platform, and Telefónica Spain, provider of the eSIMs, have a great deal of expertise in terms of eSIMs and SIM Subscription Management Platforms.

TTech and Telefónica Spain have demonstrated that they can undertake complex eSIM/SIM Subscription Management Platform integration projects – some examples are provided below:

- Vivo Brazil
- USA mobile network operator
- Japanese mobile network operator

TTech and Telefonica Spain have also undertaken eSIM/SIM Subscription Management Platform integration projects with several of the Telefónica operating businesses such that eSIMs can be migrated as detailed below:

- Telefónica Spain Global M2M SIM to local operator SIM
- Local operator SIM to Telefónica Spain Global M2M SIM

2. DATA LINKS AND APNS

2.1 Data Links and APNs

VMO2 fully meets the Customer's requirements for Data Links and Access Point Names (APNs).

VMO2 can provide the Customer with a roaming SIM solution – a Telefónica Spain SIM that is roaming when used in the UK. This solution is known as the Kite Global M2M SIM solution. The use of a roaming SIM is advantageous to the Customer as it maximises the cellular footprint that is available to devices deployed in the UK.

Presently, the Customer can use Kite Global M2M SIMs with the following UK mobile networks:

- 2G bearer: VMO2, Vodafone UK, EE
- 3G bearer: VMO2, Vodafone UK, Hutchison 3 UK, EE
- 4G bearer: VMO2, Vodafone, Hutchison 3 UK, EE

We understand the importance of the 2G and 3G networks to the Customer. We appreciate that there will be complexity associated with migration away from 2G/3G, towards future-proofed technologies such as 4G and 5G. VMO2 will work closely with you to support your technology roadmap. Some UK operators have already announced closure dates for their 2G/3G networks. VMO2 will keep the Customer updated regarding our own timescales for planned closures.

The Telefónica Global M2M SIM solution uses a dedicated resilient and redundant core in Spain and has dedicated support teams.

A private Access Point Name (APN) solution is provided as part of the Global M2M solution and enables data transfer to and from mobile devices via the 2G, 3G and 4G bearers.

The Global M2M SIM APN solution provides a level of granularity that is not normally available:

- **Services available to end devices:** Customer will define which services will be able to be used by the end devices – for instance IP data only.
- **Mobile networks available to end devices:** Customer will define which UK mobile networks can be used by devices.
- **Multiple profiles can be put in place:** it is recognised that different devices/use cases will have different requirements.

PLMN List

A Public Land Mobile Network (PLMN) list is used on the Telefónica Global M2M SIMs to set the order in which mobile networks will be used in the UK. VMO2 is the preferred mobile network in the UK and will be used if VMO2 has coverage in the geographic area where the end device is deployed:

To get the maximum benefit from a roaming SIM it is recommended that the end device solution should incorporate the capability to identify if IP data cannot be transferred and if this was to occur should force the radio module to use a different mobile network.

Restrict which Radio Bearer is Used

A capability was introduced in August 2023 that will allow the Customer to restrict which radio bearers can be used by end devices – for instance it will be possible to restrict devices to only use the 4G radio bearer.

MS-026: Access Point Name (APN) Options

Figure A shows, at a top-level, the different APN solution architectures that are currently supported.

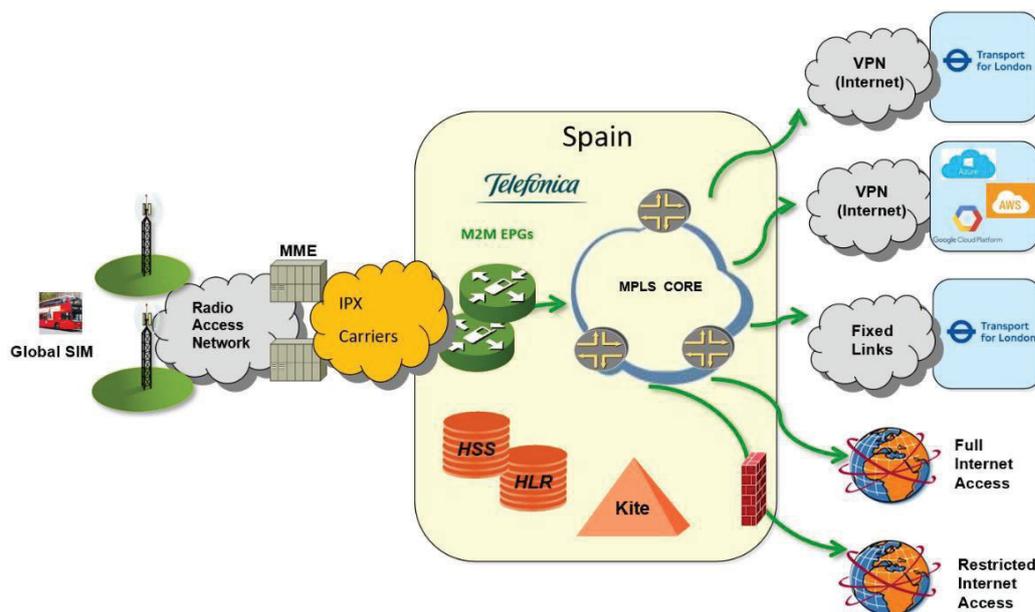


Figure A: Top Level Architecture of Telefónica Global M2M APN Solutions

Customer APNs, regardless of whether dynamic or static IP addressing is supported are always built on two 'back-end' nodes in the Telefónica Spain network – the M2M Evolved Packet Gateways (EPGs) shown in Figure A. This ensures service is maintained even if Telefónica needs to undertake maintenance work on one of the EPGs.

Multiple APNs can use the same VPN or fixed link infrastructure - meaning additional APNs will be more cost effective and it will be possible to put new APNs in place more quickly.

MS-027: Data Links

VMO2 fully meets the Customer's requirements relating to the support of a variety of connectivity options for data services.

APN Solutions that Provide Direct Internet Connectivity

We can offer the Customer three APN options that provides devices with direct Internet access:

- **Full Internet access:** shared APN
- **Full Internet access:** Customer private APN

- **Restricted Internet access:** Customer private APN

Our Internet access is heavily firewalled, and any data sessions must be initiated via the mobile devices. The Customer can have confidence in our solution knowing unsolicited data cannot reach the Customer devices.

The data flow is as detailed in Figure B:

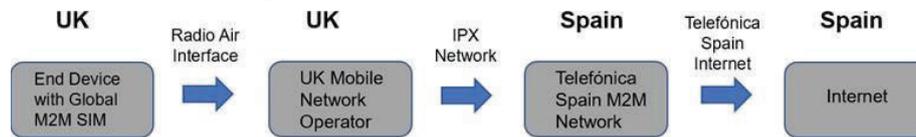


Figure B: Data Flow for Kite Global M2M SIM – Direct Internet Access APN Solutions

a) VPN Solutions that Provide Redundant Connectivity to Customer Data Centres or the Cloud

Our Telefónica M2M network will be connected to the Customer network via secure VPN tunnels in order that M2M devices can interact with back-end systems that are on the Customer WAN/LAN infrastructure. Direct Internet access is not provided to end devices by Telefónica.

VPN based APN solutions are now used by the majority of customers due to the flexibility they provide – for instance if Customer wish to move data centres or system integration partners it will be advantageous if VPN tunnels are used.

Specific VPN tunnel solutions have been developed for customers that wish to use AWS or Azure or Google cloud services.

Redundancy/Resilience

VPN tunnels secure the data transfer across the Internet and two tunnels are provided for redundancy/resilience.

Bandwidth/Throughput

As VMO2 has no control over the Customer internet service provider, we cannot provide guarantees in terms of throughput that will be achieved via the VPN tunnels. For the Telefónica managed infrastructure and Internet connectivity the Telefónica engineering teams in Spain introduce new capacity/hardware as required. Please note, none of customers, including Customer have experienced throughput issues due to VPN tunnels.

Authentication and IP Address Allocation

A wide range of different APN configurations can be supported, as detailed in Table 21 below, due to the varying requirements of our customer base.

Since May 2021 Customer have had a Telefónica Global M2M SIM APN solution that provides IP connectivity to the ULEZ cameras – APN name of tfl.ulez. An example of the value-add VMO2 provides is the in-depth technical support, over a six-week period, to the Customer camera provider so they could enhance their camera firmware to better work with roaming SIMs.

APN Configuration	TfL APN
No RADIUS and Telefónica DHCP	tfl.ulex
Customer RADIUS and Telefónica DHCP	
No RADIUS and static IP addressing provided by Telefónica	
Customer RADIUS and static IP addressing provided by Telefónica	
Customer RADIUS and customer DHCP	

Table 21: APN Configurations Supported

We do not block any IP data transfer from the end device solutions. This is advantageous to the Customer as it means the Customer can apply the required security policy within their data centres.

Data Flow

The data flow is as detailed in Figure C.

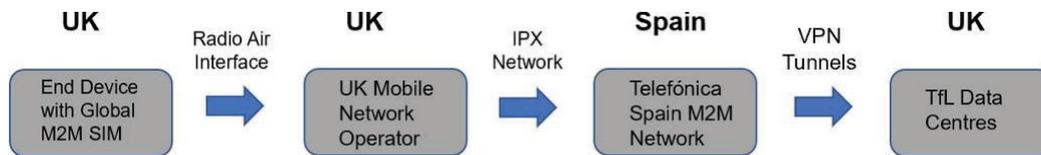


Figure C: Data Flow for Kite Global M2M SIM – Private APN with VPN Tunnel Connectivity

b) Dedicated Fixed Links that Provide Connectivity to Customer Data Centres

It is possible to provide APNs that utilise fixed links between our Telefónica Spain M2M core network and Customer's data centres. However, most customers choose to utilise VPN tunnels due to the flexibility these provide.

Redundancy/Resilience

VMO2 recommends that two fixed links are used in order that there is link redundancy/resilience.

Bandwidth/Throughput

Fixed links with whatever bandwidth/throughput is required by the Customer can be provided.

Authentication and IP Address Allocation

The same options detailed in Table 21 are supported.

Data Flow

The data flow is as detailed in Figure D.

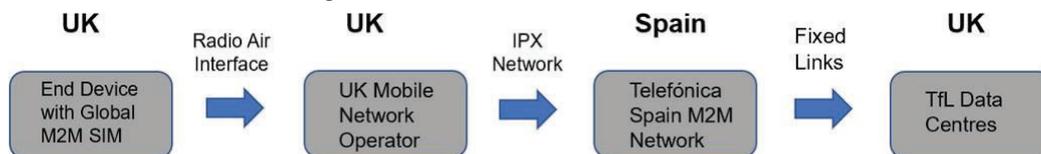


Figure D: Data Flow for Kite Global M2M SIM – Private APN with Fixed Links

Data Connectivity Management and Support

Customer are supported via our established helpdesk to helpdesk model. A customer service charter for the service captures the key contacts, processes and the standards we strive to achieve for M2M/IoT customers.

The goal of Incident Management is to restore service to customers and end users as quickly as possible, following the identification of an incident.

An incident is prioritised by VMO2 using a classification system that is based on the impact of the symptoms experienced by the Customer and other customers – refer to Table 22. The classification is set by VMO2 and implies the order in which VMO2 shall apply resources across competing incidents. The classification takes into account the resource level applied to the incident in the context of the resource levels available to VMO2 to support the incident management process.

Incident Classification	Description
Critical	A service-affecting condition has occurred that required urgent corrective action
High	An incident has occurred which seriously impairs service. It required urgent correction.
Medium	An incident impairs service but not seriously.
Low	The incident does not currently impair service, but the condition needs to be correction before it becomes more severe.

Table 22: VMO2's Incident Classifications

Figure E shows at a top level the structure of the support teams that support the Telefónica Global M2M SIM solutions.

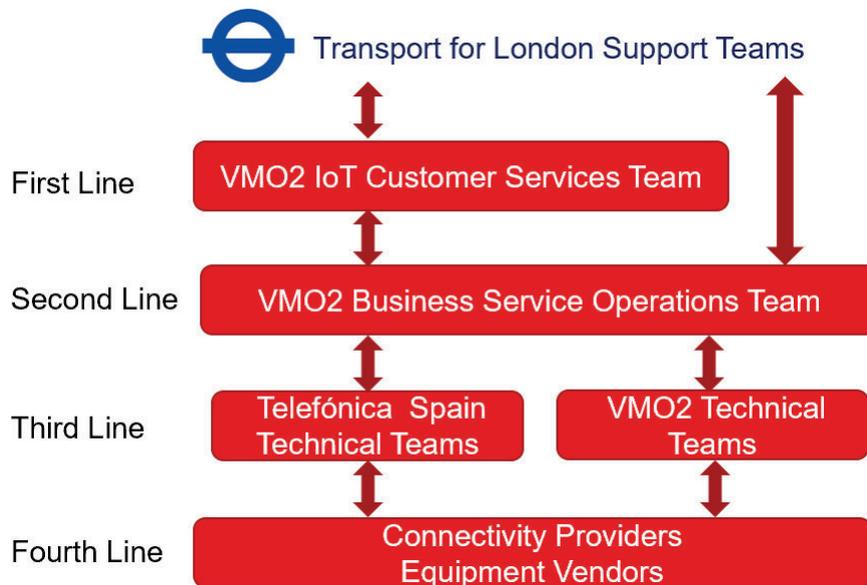


Figure E Structure of the Support Teams

The VMO2 IoT Customer Services Team primarily deal with non-service impacting queries – for instance SIM orders.

The key team if service impacting issues are being experienced is the VMO2 Business Service Operations Team (BSO), based in Leeds in the UK, that provides second line support. The VMO2 BSO team will capture the details of the issues being experienced and will undertake fault finding activities. The BSO team will request support from the third and fourth line teams as appropriate.

Our Kite Platform

The Telefónica Kite platform is provided as part of the Global M2M SIM solution. Figure F shows a screenshot of the Kite platform Graphical User Interface (GUI).

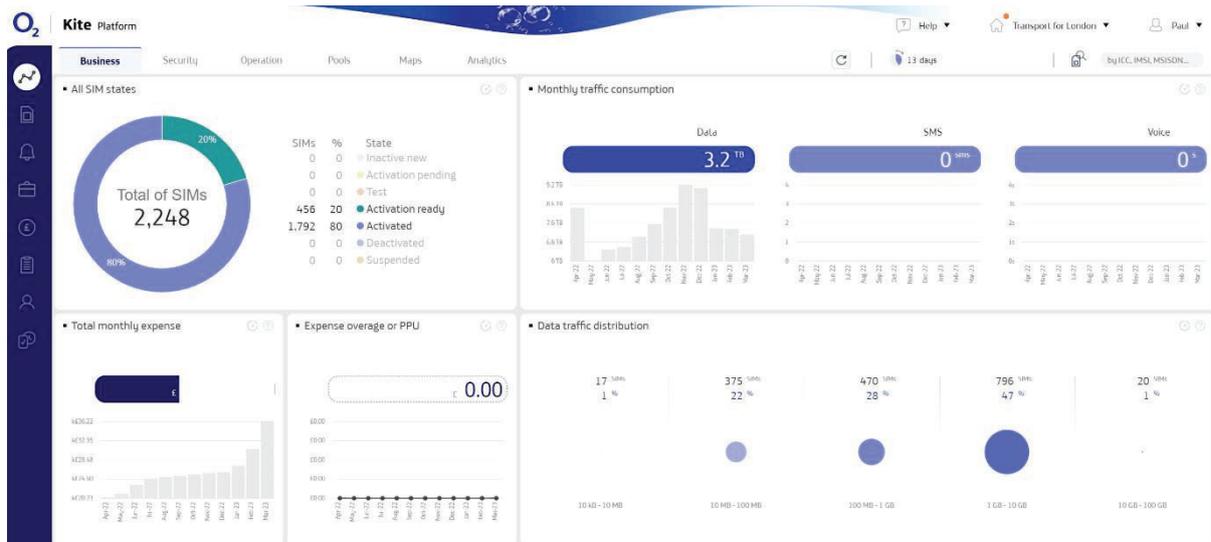


Figure F Telefónica Kite Platform GUI

The Kite platform has been specifically developed by Telefónica to enable customers to manage the connectivity of their M2M devices.

The capability offered to the Customer by the Telefónica Kite platform includes the following:

- SIM card inventory management
- Management of pre-bills
- Provision of SIM cards
- Management of alarms and reports

The Kite platform API allows customers to integrate their systems with the Kite platform to access the data and capabilities offered by the Kite platform.

MS-028; Cellular Router

VMO2 fully meets the Customer's cellular router requirements and currently provides cellular WAN routers for use cases such as rapid deployment in the construction sector, for primary connectivity for a remote logistics hub, or as temporary connectivity for new depots in the transportation sector. We also currently provide the Customer with CWAN routers as part of our bodyworn camera solution.

As detailed in the feedback to sections MS-026 MS-027 we can offer the Customer three different Global M2M SIM (i.e. roaming SIM) APN solutions that provides devices with direct Internet access:

- **Full Internet access** – shared APN: the APN is used by multiple customers including the Customer
- **Full Internet access** – Customer private APN: Customer choose the APN name and the APN is dedicated to the Customer
- **Restricted Internet access** – Customer private APN: we will work with the Customer to capture the IP filters that need to be put in place to restrict what end devices can interact with on the Internet – we are providing a managed firewall solution

If the Customer require the ability to have full control over what the end users/devices can do whilst connected to the Internet we also offer the MODA solution with our partner Akamai. The key capability offered by the MODA solution is detailed below:

- Customers can access a secure Web based tool to manage each device profile that is registered to the service

- Usage statistics are available via the Web portal
- Devices can be managed individually or as a group/department
- Controls can be implemented for all mobile data communication using an Internet policy engine that can be configured with different rules for each department
- Real Time: changes to controls are implemented immediately

Business Intelligence: granular insights into how the mobile data is being use the Customer already use the MODA solution with some corporate devices.

Benefits of our Cellular WAN to the Customer Include:

- **Rapid Deployment** – Customer can plug and play as the router arrives pre-configured
- **Highly Available Connectivity** – Customer can choose from VMO2-only or UK-wide roaming meaning the Customer can roam across multiple UK operators.
- **Scalability** – Customer can easily scale up or down as you need to add or remove devices.

We currently provide cellular WAN routers and SIMs/APN solutions to a wide range of organisations to support use cases such as rapid deployment in the construction sector, primary connectivity for remote logistic hubs, or as temporary connectivity for new depots in the transportation sector.

A variety of routers can be supplied depending on what applies for a particular Customer site - for instance for larger sites Cisco routers are typically deployed with Global M2M SIMs.

We will work with the Customer to capture specific site requirements and use this information to determine which router should be used and the type of Internet connectivity that best meets the sites requirements.

As evidence of our abilities, the Customer currently use a VMO2 solution, Cradlepoint routers with Global M2M SIMs, as part of the Customer's body worn camera solution.

As added value and to drive continuous improvement to our solutions and service support for our cellular routers, we are currently working with the Customer enhance the current support model for our Bodyworn cameras and underlying CWAN routers. We understand that the Customer are looking for a 24x7 support for the remote servers and wireless routers and are undertaking initial scoping discussions with the project set to start late summer.

MS-029; Cellular WAN Extender

VMO2 can provide the Customer with a Cellular WAN Extender to provide access to the internet for Customer users via Wi-Fi and/or Ethernet connections.

The feedback provided in MS-026 and MS-027 provides detailed information on the VPN and fixed link APN solutions that can be provided to the Customer:

- These APN solutions will provide secure network integration into Customer data centres
- A great deal of flexibility is offered by the solutions – for instance the Customer can choose whether dynamic or static IP addressing is used
- Customer already have a number of VMO2 APN solutions and it may be possible to use one of the existing APN solutions to provide the required IP connectivity to a remote site. It is also possible to build additional APNs on existing VPN or fixed link infrastructure – this is advantageous to the Customer as APNs can be provided very quickly and the cost associated with the APN is reduced

A variety of routers can be supplied depending on what applies for a particular Customer site - for instance for larger sites Cisco routers are typically deployed with Global M2M SIMs.

We will work with the Customer to capture specific site requirements and use this information to determine the following:

- Which type of router is best suited to the requirement – consider aspects such as how many people will be using the router and where it will be deployed

- Which back-end servers the end users/devices need to interact with within the Customer corporate environment. Can one of the existing APNs be used? (i.e. Customer already have a number of VMO2 UK SIM APN solutions and a Global M2M SIM APN solution that is used with the ULEZ cameras). Can an additional APN be built on the existing VPN or fixed link infrastructure?

The Telefónica Kite platform is provided as part of the Global M2M SIM APN solution and includes capability such as the ability to put rules in place that will “flag”, to Customer support team(s), potential issues. For instance, an International Mobile Equipment Identity (IMEI) rule can be put in place that will alert the Customer if a router SIM is put into a different device. Furthermore, it is possible to configure that the SIM will automatically be deactivated if this was to occur.

The Telefónica Kite platform offers powerful functionality that can be used to highlight potential issues to customers.

3. COVERAGE

3.1 General Coverage

VMO2 fully meets the Customer's requirements relating to General Coverage. We will deliver this through our focus on the Customer and its unique geographical needs, and our determination to ensure that you have the network coverage you expect.

When we created Virgin Media O2 in June 2021, our shareholders, Liberty Global and Telefonica committed to investing at least £10bn in our networks over the subsequent five years. £1.2m a day on our mobile network alone.

This will allow us to bring together next-generation Gigabit broadband while expanding our 5G services across the country.

We're continuing to strengthen our 4G network, provide new LPWAN coverage solutions, Our 5G network currently covers over 1,600 towns and cities across the UK and will cover 50% of the population in 2023.

Since 2022, the VMO2 has been adding extra 4G to over 725,000 postcodes to meet the demand for data traffic. In parallel, we are deploying our 5G network via rollout of additional cell sites, including macro sites, in-building solutions, and small cell deployments. We are using both low band and high band spectrum frequencies for our 5G network to deliver widespread and stronger in-building 5G coverage and fast speeds and higher capacity bandwidth in busier urban places.

The current 5G network is called Non-Stand Alone 5G or 5G NSA, and it still runs through their current core network. However, to deliver continuous improvement we are planning to introduce Stand Alone 5G (or 5G SA) this year. Consequently, the Customer will be able to benefit from a host of additional customer benefits over time, including network slicing, ultra-reliability, and super low latency.

VMO2 is also undergoing our biggest ever Core Network Modernisation Programme, transforming every part of its Core service, which will enable us to build, grow and evolve capability. This Core Programme will move customers away from older equipment onto a new converged Core, consolidating networks to create efficiencies and reducing costs. We are also adding new applications and functions that didn't exist before, which will ultimately become the foundation of future services.

We are increasing competition by allowing greater choice of vendors for network building blocks and promoting innovation through diversification.

We are participating in the 5G SONIC Lab, a government-funded vendor interoperability lab, to foster an ecosystem of open RAN suppliers for different elements of network design, build, and run and facilitate inter-vendor interoperability.

Adopting O-RAN (or Open Radio Access Networks) to be more agile in activating new functionalities and offering better and more cost-effective network services for our customers.

We are also replacing hardware with software that runs virtual network functions through Telco Cloud. Using software-defined networks enables us to be more agile and flexible in how we programme, manage, and deploy our services, and quickly scale functions up and down as needed. We are also improving our 4G connectivity for Britain and supporting our customers at home and abroad, with almost 100 roaming agreements in place with operators for 5G customers in 54 countries worldwide.

Furthermore, all our 4G network is now Wi-Fi calling and 4G calling enabled, allowing customers to make calls, take calls, and send and receive text messages wherever there's a Wi-Fi connection.

Our growing network of small cells boosts network capacity and coverage in high-density areas, including within bus shelters. We are also working in partnership to deliver high-speed 4G and 5G-ready mobile connectivity across the Tube, including inside tunnels.

MS-030 – National Coverage

Please find below an overview of our indoor and outdoor coverage for 2G, 3G, 4G and 5G in the UK.

learn from the experiences and behaviours of our customers whilst redirecting signals in response to demand in real time, such as changing the coverage area of a cell site. The system makes 22,000 autonomous customer-led network decisions daily, including moving customers between our 3G, 4G & 5G network, dependent on which would offer the best customer experience. This enables easier and faster set-up of cells to minimise disruption and engineer resources. For the Customer this means less network congestion and less dropped calls.

The VMO2 network has a high level of availability, consistently offering uptimes in excess of 99%. Our network availability is measured on a UK-wide basis, monitored by our Network Management Centre, 24x7. The availability metric measures the time that the radio interface (the mobile signal provided by each cell site), is available and providing a signal to our customers.

Additional information for London

VMO2 provides seamless and reliable network coverage for our valued customers with an unwavering commitment to customer satisfaction. VMO2 will continue to support 3G and 2G networks for a longer duration than any other operator in the UK.

Moreover, VMO2's dedication to providing uninterrupted network coverage is reflected in its mission to ensure that, where possible, 2G connectivity will be added to sites if it is missing.

This means that additional priorities have been approved to add 2G where it is required as a Customer priority or add 2G if required to sites that are visited for other capacity/capability upgrades reasons. VMO2's central planning and strategy teams are currently in discussions to finalise the list of these sites. This list will include the Customer priority sites.

This significant investment in the 2G network is a testament to VMO2's commitment to providing the best possible network coverage to its customers. With this initiative, VMO2 aims to ensure that all its customers, regardless of location, have access to uninterrupted network coverage and can stay connected to the people and things that matter most to them.

We recognise that significant investment is needed in the short-term to underpin our dedicated to providing an uninterrupted service for the Customer. We remain committed to helping Customer transition and benefit from 4G & 5G technologies.

Decommissioning of 2G and 3G Technology

In December 2021, the Department for Digital, Culture, Media & Sport released a joint statement outlining the sunset of 2G and 3G networks. The statement emphasised the public ambition for Open RAN rollout as part of the Telecoms Supply Chain Diversification Strategy. There is an industry-wide agreement that 3G technology should be decommissioned to rationalise the ever-growing technology stack. The UK has seen Vodafone announce their closures in 2023, and EE and Three in 2024, citing high infrastructure maintenance costs and a desire to focus on modern mobile technologies. All other operators have provided a plan for 3G shutdown, but due to contractual commitments, an accelerated 3G shutdown has not been pursued until now.

3G Shutdown:

As per the industry consensus, 3G technology will be decommissioned first, perhaps as early as the middle of this decade. However, it may continue to run longer in some areas. The shutdown will be executed in a phased manner, with 12 months' notice provided ahead of the shutdown in each area. 3G data technology is used by millions of older IoT devices that may need a new SIM - or replacing altogether. With such potentially big changes afoot, a more efficient, flexible IoT future is required, this is made possible with newer, faster, and low power network technologies like Narrow Band - IoT or LTE-M.

LTE-M is already enabled on the VMO2 Network and Narrow Band - IoT rollout is planned from end of 2023.

2G Shutdown:

2G technology will continue to exist at least until the beginning of 2028 and will then be progressively shut down. Like 3G shutdown, there will be a phased approach with 12 months' notice provided ahead of the shutdown in each area.

Device Requirements:

We recommend that all new devices deployed should be a minimum of 4G and ideally 5G capable to ensure they can continue to operate seamlessly without disruption. We will be working closely with all our partners to ensure a smooth transition for all our M2M and smart meter customers.

In summary:

The decommissioning of 3G & 2G technologies is a significant step forward in modernising the UK's telecommunications industry. Our phased approach with a minimum 12 months' notice and commitment to working closely with the Customer will give ample time to adapt to the changes and where required, upgrade of devices. The transition to modern technologies such as 4G and 5G will provide customers with faster, more reliable, and efficient services. We remain committed to ensuring a seamless transition for all our customers and partners.

MS031 – International Roaming

Customer currently make use of our Kite platform and Telefonica Spanish roaming SIMs to support your ULEZ requirements. Use of the platform and these roaming SIMs can be expanded as the Customer requires. Kite is a Telefonica owned and built web-based SIM management platform that the Customer can access remotely to manage your SIM estate, allowing you to activate/de-activate SIMs yourself as required, change tariffs, and report on

usage amongst other features mentioned above. This platform and SIM combination is the choice of the majority of our IoT customers for both roaming.

The Telefonica Spanish SIMs are homed to the Movistar network in Spain, and as such as able to offer roaming in other countries, including the UK. The SIMs will steer to VMO2 first, and if VMO2 isn't available (network maintenance etc), they will connect to another UK network. We have roaming agreements with 3, EE and Vodafone. If the SIMs are connected to bespoke international tariffs, then they will also be able to roam on selected networks abroad. We have over 700 roaming agreements in place with partners across the globe.

3.2 Coverage Uplift

VMO2 successfully engineers and installs multiple coverage uplift solutions for its customers every year. Through our specialist Corporate Engineering team, we can ensure the highest levels of coverage and quality to those sites and locations which are most important to our customers. We invest more than £1million pounds per annum in coverage uplift solutions and on specialist coverage needs.

MS-032 – Coverage Uplift**Approach to Coverage Uplift**

Where a site-specific coverage uplift solution is necessary, one of our Corporate Customer Engineers will conduct an on-site survey to capture both external and internal coverage and average data speeds to determine the most appropriate solution for the Customer.

We have extensive experience in providing coverage uplift solutions, ranging from small cell technology for small office environments through to bespoke solutions for large offices and complex operational environments.

Our recommended solution will be based on site specific considerations. In some cases, the existing external signal might be boosted within the building using a "Repeater", in other cases a direct communication link will be installed to in the building to support a "Microcell" solution. We will always

focus on identifying the most appropriate and cost-effective solution to support your site-specific requirements.

Commercial Approach

In circumstances where in-building coverage is restricted, for example, due to structural or geographic reasons, to ensure best value for the Customer, we would initially review optimisation of the serving cell site and/or determine if new build works are planned, to provide a solution at zero cost to the Customer.

Where a site-specific coverage uplift solution is necessary at one of your key locations, the cost will vary depending upon the Customer's specific site requirement and the technology deployed. The cost of the recommended solution would naturally be discussed, and the solution refined as appropriate prior to reaching agreement to proceed.

VMO2 has 16 coverage uplift solutions installed as detailed below in Table 13 and as added value, we have funded all 16 of the coverage uplift solutions which are in place across the Customer today. As a result, we are uniquely placed to provide the necessary coverage uplift solutions with the least disruption to the Customer and at a competitive price.

CSR Name	Solution Type	VMO2 Funded
TFL Palestra	Microcell	Yes
TFL, Pier Walk	Microcell	Yes
TFL Stratford	Microcell	Yes
TFL Holloway – Bus Depot	Microcell	Yes
TFL Uxbridge – Bus Depot	Microcell	Yes
TFL Merton – Bus Depot	Microcell	Yes
TFL Putney Bus Depot	Microcell	Yes
TFL Potters Bar – Metroline Bus Depot	Microcell	Yes
TFL Catford – Bus Depot	Microcell	Yes
TFL Hounslow Bus Depot (repeater extension)	Enhancer (Cobham)	Yes
TFL New Cross – Bus Depot (repeater extension)	Enhancer (Cobham)	Yes
TFL Hounslow	Microcell	Yes
TFL Beddington	Microcell	Yes
TFL Brixton	Microcell	Yes
TFL Dartford	Microcell	Yes
TFL New Cross	Microcell	Yes

Table 13 – Current In-Building Solutions funded by VMO2

Our specific recommendations based on the coverage uplift scenarios supplied are as follows:

Scenario A – Indoor coverage provided for one of the Customer's main offices with 40 separate antenna locations.

VMO2 approach to upgrade the existing solution, including replacing some Microcell equipment.

The most cost-effective option for the Customer is to use passive DAS for all technologies, resulting in a 2x2 MIMO configuration (2 transmit and receive paths).

The cost of this upgrade is detailed in Schedule 5.1 (*Charges*).

Alternatively, an indoor small cell overlay for 5G can be added ensuring the 5G has a 4x4 MIMO configuration (4 transmit and receive paths) to maximise capacity and data speeds.

This pricing is included in Schedule 5.1 (*Charges*): Reference 1 Upgrade Solution Option including small cell overlay for 5G

Please note that if these solutions were installed into an Office building from new rather than an upgrade, the pricing options would be different than detailed in Schedule 5.1 (*Charges*):

Reference 1 New Solution: 2x2 MIMO configuration

Reference 1 New Solution Option including small cell overlay for 5G

Scenario B – coverage expansion for a bus garage with 4 antenna locations.

VMO2 approach to upgrade the existing solution, replacing equipment as necessary.

The most cost-effective option is to use passive DAS for all technologies resulting in a 2x2 MIMO configuration (2 transmit and receive paths).

This cost of this upgrade is detailed in Schedule 5.1 (*Charges*).

Alternatively, an indoor small cell overlay for 5G can be added ensuring the 5G has a 4x4 MIMO configuration (4 transmit and receive paths) to maximise capacity and data speeds.

This is included in Schedule 5.1 (*Charges*): Reference 2 Upgrade Solution Option including small cell overlay for 5G.

Please note that If these solutions were installed into a bus garage from new rather than an as upgrade, the pricing options would be different than detailed in Schedule 5.1 (*Charges*):

Reference 1 New Solution: 2x2 MIMO configuration

Reference 1 New Solution Option including small cell overlay for 5G

There is no annual fee for any of the above options providing that the Customer are in contract with VMO2 for mobile services.

As Added Value

VMO2 has historically funded 16 In-Building Solutions for the Customer at your Head Office and key locations, the Customer can leverage this existing service under a new corporate contract, we estimate this will save the Customer in the region of [REDACTED]. Should a site-specific coverage uplift solution be deemed necessary under a new agreement, VMO2 has committed a coverage investment fund of [REDACTED].

In the event that such funding is not Committed by the end of the calendar year in which the Commencement Date falls, then funding will be withdrawn unless otherwise confirmed by O2 in writing to the Customer.

Notwithstanding sub-section above, funding will not be available to the Customer during the last 12 months of the Minimum Term except where funding has been Committed prior to the last 12 months of the contract.

Funding is considered Committed at the point where a customer has signed the location specific legal consent allowing O2 to install the coverage solution.

Any recommended network coverage solution, and the provision of the same, will be at O2's sole discretion

Boostbox hardware and licenses are not covered by this funding

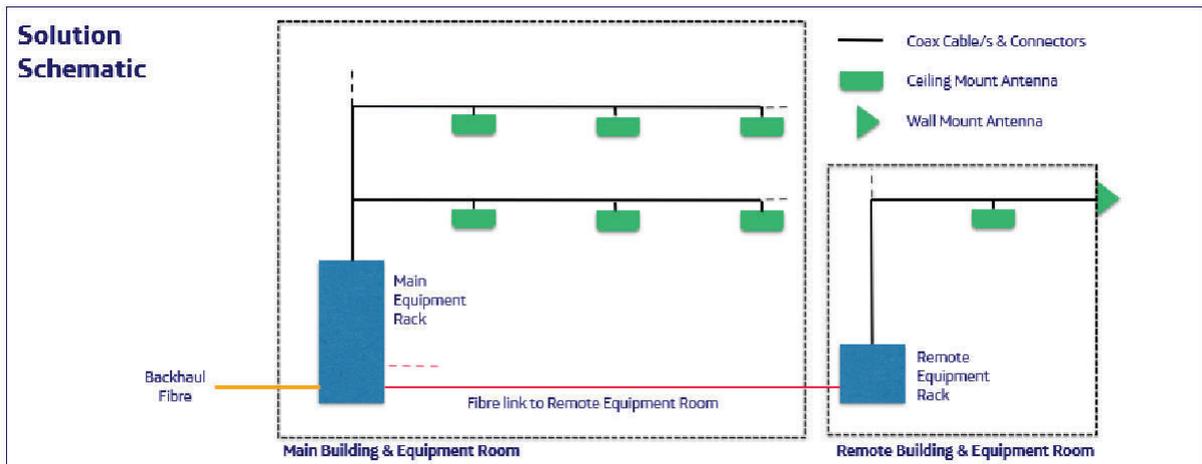
Solution Descriptions and Designs

We have provided further information on these solution options below.

Microcell / Passive DAS

Suitability / Timescales	Small to large offices / buildings and small campuses. Typically takes 6 – 9 months to deliver
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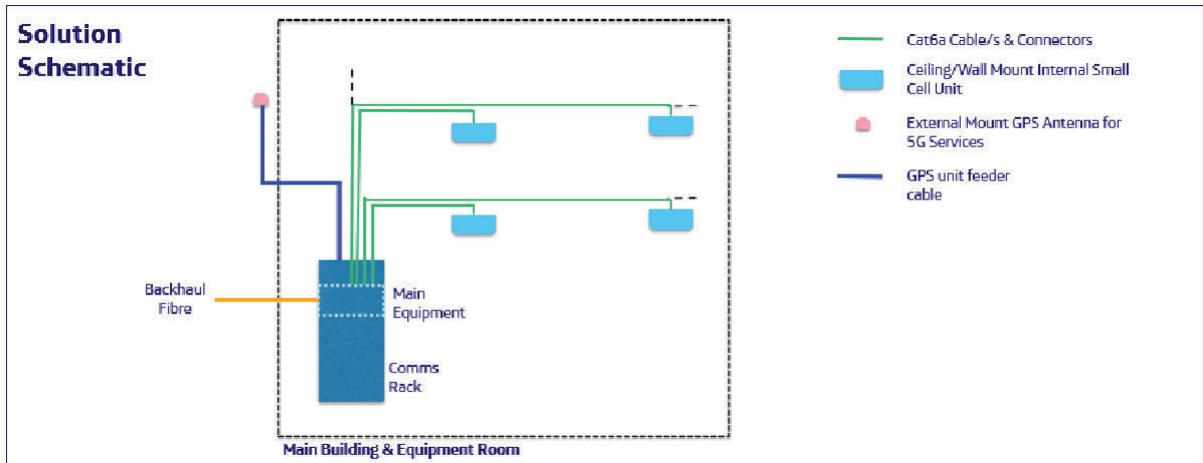
Technology, Frequencies & Capacity	Technologies: 2G, 3G, 4G & 5G. Frequencies (MHz): 900, 1800 & 2100. Capacity: Dimensioned to meet customer requirements
High Level Description	Centralised base station equipment with backhaul connectivity (typically provided over fibre). Coverage is distributed over a passive network of co-ax cable which feed antennas. For high- capacity systems, the co-ax cable may need to be doubled up to support pairs of antennae. For larger buildings, additional remote equipment may be required with single mode fibre connectivity back to the main equipment location. Mainly used for indoor coverage but external areas can be included as an extension to the internal antenna system. External coverage typically limited to around 100m from antenna. Typically single operator but multi-operator working can be considered.
Space, Power and Cooling Requirements	Main equipment location typically requires a single 600mm x 600mm rack, 240V 32A supply and cooling for 2KW. Remote equipment locations typically require a single reduced height 600mm x 600mm rack, a 240V 16A supply and cooling for 1KW.
Customer Responsibilities	Provide all necessary technical, operational and legal approvals to allow the works to commence. Provide the space, power and cooling requirements as defined above. Facilitate access for the transmission provider to install the fibre connection (including signing a wayleave where applicable). VMO2 can provide the equipment rack/s or utilise an existing rack if preferred.



Small Cell

Suitability / Timescales	Small to large offices / buildings and small campuses. Typically takes 6 – 9 months to deliver
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Technology, Frequencies & Capacity	Technologies: 4G & 5G. Frequencies (MHz): 1800, 2100 & 3700. Capacity: Dimensioned to meet customer requirements
High Level Description	<p>Distributed active radio units fed by CAT6a cable in star configuration with centralised backhaul connectivity (typically provided over fibre).</p> <p>Coverage is provided by active small cell radio units typically mounted to walls or ceilings in a similar fashion to Wifi access points. Power is required to each unit and typically provided via POE++ from the main equipment room comms rack. Used for indoor coverage areas only.</p>
Space, Power and Cooling Requirements	Main equipment location typically requires 10U (4G only) to 15U of rack space (4G and 5G), 240V 16A supply and adequate comms room cooling.
Customer Responsibilities	<p>Provide necessary technical, operational and legal approvals to allow the works to commence.</p> <p>Provide the space, power and cooling requirements as defined above. Facilitate access for the transmission provider to install the fibre connection (including signing a wayleave where applicable). VMO2 can provide the equipment rack or utilise an existing rack if preferred.</p>



The typical stages and timeline for the coverage enhancement process are set out below.

1. Initial Assessment:	<ul style="list-style-type: none"> • Engineer will survey the Customer buildings to understand the requirements and recommend a solution and provide an estimate of cost.
2. Design Survey:	<ul style="list-style-type: none"> • O2 Build Contractor will survey the customer's building and produce a design showing all equipment locations, cable routes etc. This will include a firm price.
3. Backhaul Supplier Circuit Survey	<ul style="list-style-type: none"> • Backhaul Supplier to assess private fibre circuit requirements to link Customer premises and O2 network. Will also confirm if a wayleave (legal agreement) is required to allow this to progress.
4. Legal Access	<ul style="list-style-type: none"> • Agree and complete the legal agreement between O2 and the Customer to allow the works to commence.
5. Approvals and Instruct Suppliers	<ul style="list-style-type: none"> • Done once legal agreement is completed.
6. Backhaul Supplier to Deliver Circuit:	<ul style="list-style-type: none"> • Install to connect to a Backhaul Supplier exchange. Then install, commission and test the circuit termination hardware followed by commissioning the end to end circuit. NB. Wayleaves typically increase this and are not included in the SLA
7. Build Coverage System:	<ul style="list-style-type: none"> • O2 Build Contractor will arrange to complete the cabling, antenna system and also the equipment room preparation works.
8. Install Base station Equipment:	<ul style="list-style-type: none"> • O2 equipment vendor will deliver and install the base station hardware. NB. The delivery will sometimes combined with activity 9
9. Configure O2 Network:	<ul style="list-style-type: none"> • Build all the configuration and routing files under change control to support the new base station on the O2 network
10. Complete Solution:	<ul style="list-style-type: none"> • Vendor will attend site to integrate the base station onto the network and test it.

3.3 Coverage Locations

VMO2 successfully engineers and installs multiple coverage uplift solutions for its customers every year. Through our specialist Corporate Engineering team, we can ensure the highest levels of coverage and quality to those sites and locations which are most important to our customers. We invest more than £1million pounds per annum in coverage uplift solutions and on specialist coverage needs.

MS-032 Coverage Locations – Key Locations

We have completed desktop surveys for all the key locations specified in schedule 2A Services and the full report by site is provided in Attachment 1 to Annex 1. We can confirm that over 99% of sites have good 3G and 4G indoor and outdoor coverage.

87% of the sites identified also have good 5G indoor and outdoor coverage, however where this is not the case, we have included details of predicted future coverage improvements at all sites for information.

Where we collectively identify sites, which require coverage uplift solutions, we will work with the Customer in line with the process detailed in section '3.2 Coverage Uplift' above, conducting a physical site survey and determining the most appropriate solution on a per location basis.

4. SOLUTIONS

4.1 Solutions

VMO2 are fully compliant and have detailed our proven approach to solution provision and deployment. We have expertise and experience in using new technologies to build and deliver business focused solutions for customers like Network Rail, British Transport Police and National Highways.

MS-033 & MS-034 - Deployment Activities, from POC to full-scale deployment

We can offer solutions to the Customer whereby new connectivity solutions, mobile technology and/or applications can be developed in conjunction with the Customer to suit both your immediate and longer-term requirements.

Our approach is market proven, we work in consultatively with our customers through concept design, POCs, deployment at scale and on-boarding into our In-Life function.

As evidence of our ability, we have provided examples whereby new connectivity solutions, mobile technology and/or applications have been developed and delivered into complex operational environment. We will demonstrate our ability to deliver added value and drive continuous improvement of our solutions.

We have included examples of Customer problem statements and solutions we have delivered collectively. In addition, we have also included examples of customer specific solutions, developed and deployed to address problem statements that could be of relevance to the Customer and the GLA.

Customer Statement – How to understand and anticipate the movement of people in and around Greater London?

These solutions utilise our mobile technology, providing the Customer, the GLA and Department for Transport with a rich data set based on VMO2's mobile interactions. This data is aggregated and anonymised to deliver insights on population movement, profiles, and preferences to anticipate demand and support decision making.

Example A – The data was used by the Greater London Authority (GLA) to understand high street footfall during and after the COVID-19 pandemic. The data was used to distinguish between locals and visitors to each of London's 32 boroughs and the City of London. This was combined with credit card data to identify spending and usage patterns, as well as CCTV analysis to track the prevalence of social distancing. The data and analysis helped GLA get a clearer understanding of how effective curfew and lockdowns were as well as helping to rebuild local economies after the pandemic.

Example B – VMO2 Motion data has also been supplied to the Customer as part of the 'EDMOND' project. This new demand data spanned all the Greater London region and was used to identify the movement of people on roads and public transport. This project was ground-breaking and was the first of its kind to leverage mobile phone data across a complex and crowded urban environment.

This data has been used to maintain and update the Customer's transport planning models and provide broader policy insight, combined with other datasets relating to transport in London.

Due to the project's success, the demand data is currently being updated and refreshed.

Example C – We have been working closely with the Department for Transport since the start of Lockdown when the requirements and needs for data and insights significantly evolved. The data has been used as a 'quality assurance' against other new daily data sets being consumed across DfT departments and it has been applied as an anchor point for the other datasets. VMO2's mobility data has been used as evidence of population mobility in the 5pm briefings by Number 10.

Customer Statement – How to proactively manage and reduce incidents in operational environments?

These solutions leverage our mobile technology, wider core capability and partner ecosystem to address Customer specific problem statements in your underground stations. It is imperative that we work in close conjunction with Senior Project Sponsors and wider Customer project teams through feasibility, concept design and deployment so that we can address a specific suit of Customer requirements.

As a result, the solutions that have been developed and deployed in conjunction with the Customer are bespoke whilst remaining agile, meaning we can deliver continual improvement and adapt to changing requirements in a complex operational environment. For example, adapting components/deployment to adhere to mandated Fire & Compliance regulations in our current Smart Escalators Project.

Refinement and development through PoC activities has enabled us to collectively define the solution, capture deployment activities and ensure development of a comprehensive end-to-end support model. This will enable successful delivery during full-scale deployment.

Example A – VMO2 is currently delivering a PoC with London Underground utilising our computer vision and AI technology to assist with incident management at Willesden Green Station. Leveraging the existing CCTV, our solution utilises AI to monitor and detect incidents and events. We have worked closely in conjunction with the Customer to define use cases and success criteria for the PoC. This has helped shape the solution design. For example, injured passengers, left or excessive baggage, mobility impaired passengers and antisocial behaviours.

To deliver continuous improvement, for our next phase of PoC at Willesden Green, we are refining use cases, to focus and support with revenue protection activities at the station. New capabilities are being developed around IoT tracking and monitoring and the integration of multiple data sets to support decision making and improve operational efficiencies within this complex environment.

Example B – VMO2 is currently delivering a PoC to Baker Street, Liverpool Street and Holborn stations to assist the Customer with incident management on escalators at these locations. From feasibility to concept design, we have worked in close conjunction with your Senior Project Stakeholders, Technology & Data and Fire & Compliance teams to develop a bespoke solution that will deliver customised messages to passengers to raise awareness of escalator safety and/or encourage use of lifts.

Customer Statement – How to boost operational efficiency and improve Health & Safety measures

VMO2 and British Sugar launched the first multi-site private mobile network in January 2022, spanning multiple factory sites across a large geographical area. The new private network provides dedicated, secure 4G connectivity to all British Sugar's manufacturing facilities, as part of its major 'factories of the future' upgrade.

The custom-built private VMO2 4G network has been created to give British Sugar the reliable, speedy, and secure connectivity it needs to implement next-generation manufacturing techniques at all four of its sites, spanning three counties. The network will connect multiple IoT (Internet of Things) devices, which means British Sugar will be able to revolutionise its production process, introducing innovations like artificial intelligence (AI), automated production lines, robotics and drones. This will help increase productivity, boost efficiency and improve health and safety on site.

British Sugar will create four 'factory of the future' sites, automating the manufacturing process for sugar and other co-products. Part of the programme will be relying on AI to monitor operations in real time and predict maintenance and potential downtime in advance. This reduces disruption, cuts down on wastage and can deliver cost and energy savings – helping avoid unnecessary emissions. Using a 4G private network also makes for increased security and control, and enables seamless, high-bandwidth connectivity in a complex factory setting where introducing Wi-Fi is challenging (due to a highly metallic factory environment with a requirement for both indoor and outdoor coverage).

This technology can benefit the Customer by delivering seamless connectivity and handovers for signalling across its transport network. Alongside ubiquitous connectivity with trackside coverage (tunnels, above ground and passenger embarkment in stations), the same technology can be used to ensure availability and security of mission critical traffic. It will also support a wide range of other

use cases that rely on high data bandwidth including AR solutions for field operations, IoT monitoring and predictive maintenance and AI based CCTV solutions. More advanced use cases like digital twins of travel infrastructure and assets (trains) can be further supported by 5G Private Networks.

Customer Statement – *How to better mobilise and support a remote, field-based workforce?*

In 2020, VMO2 worked in collaboration with Northumbrian Water to explore and test how 5G could support new technology-enabled solutions for their business. Northumbrian Water was seeking ways to better mobilise and support its field force. As a result, Augmented Reality Remote Expert was created.

This solution encompassed a head mounted device with inbuilt camera and microphone and software platform that connects technicians in the field to experts who can assist with the details of specific jobs. The solution provides step by step workflow and instructions, including health and safety checks, and the ability to capture and share images and footage for training and compliance.

It allows highly skilled operatives to optimise their time by advising remotely, using augmented reality for greater accuracy in description and real-time demonstration using graphics and annotation, rather than having to physically go to each job. This allows teams to resolve faults quicker and more effectively.

This solution could bring value to the Customer's field force by helping to improve collaboration, compliance, and training, reduce carbon footprint and improve productivity and operational efficiency.

Customer Statement – *How to better protect and support a remote, field-based workforce?*

We successfully deployed a lone worker solution for Northumbrian Water to support their field workers, working in remote and potentially dangerous environments. Our Lone Worker solution was deployed on a device and/or smart phone app and was designed to provide monitoring and an alert system to ensure lone worker safety. These dedicated devices help protect Northumbrian Water employees who work alone, in a hazardous environment or at times feeling under threat. The solution provides reassurance

knowing that they can get fast assistance in the event of an incident or emergency, and support from one of the 1,000 security teams that are located nationwide or blue light services.

This technology would benefit the Customer by supporting and safeguarding staff across multiple roles, from customer facing roles, field engineers to track side staff. This technology can give the Customer and its workers peace of mind that support is on hand when required.

Customer Statement – *How to ensure personal information could be easily and securely accessed by all required members without issuing individual login credentials?*

VMO2 proudly supported NHS England, providing a unique method to transmit data whilst ensuring the necessary security measures were in place to protect sensitive patient data. Alongside our partner ecosystem,

VMO2 provided and installed circa 22,000 roaming kite M2M sims in devices distributed to vaccination centres across the country. We set up a unique programme that allowed staff at these centres to access patient data via a single sign on method, with credentials validated using individual NHS ID cards.

As one of the most important technology infrastructure deployments for both us and the UK, rapidly delivering a secure solution was key. A core team of 26 individuals spanning key areas of our business and key Senior Stakeholders worked to develop bespoke products, processes, and systems to support the vaccination programme. Due to the ever-evolving situation and challenges of predicting where vaccines would be distributed next, our rollout approach had to flex to accommodate this changing landscape. To support the nations effort, it was imperative that equipment arrived ahead of the vaccination. To get ahead of the job, VMO2 had to continuously amend the project plan and ultimately, accelerate the plan, delivering the programme 5 x quicker than originally anticipated.

Whilst 30,000 frontline staff concentrated on protecting patients, VMO2 worked extensively with the NHS England IT teams to create an 'Enhanced Level of Support' model, creating a bespoke support desk-to- support desk model to assist with troubleshooting and/or queries. The programme was rolled out with very short timescales to ensure patients could start receiving vaccinations for COVID-19 at the earliest possible moment, helped by our Kite platform's activation capabilities. VMO2 was able to build on our existing its business relationship with NHS England to provide a comprehensive and resilient network rapid-deployment solution to ensure every site stayed connected throughout the programme, and to this day the NHS are still using these same services with constant expansions.

Additional Services Table

The procurement of any Additional Services is subject to the agreement of the Parties pursuant to the Variation Procedure. Customer is under no commitment to, and gives no representation that it will, purchase any Additional Services. Customer reserves the right to procure such services from any third party and/or to develop in-house alternatives.

Item	Description
Secure Network Access	SIM management (SIA Mobile/MODA) per connection Multi-Factor Authentication
LPWAN	Price per GB per month for total data consumed by LPWAN (LTE-M or NB-IoT) connections
Support Desk Integration	As agreed pursuant to the Variation Procedure
Mobile Call Recording	Call Recording or conversations and Text messages carried out from mobile devices
Inbound Service	Non-Geographical Inbound / Outbound number
Portfolio/Non-Portfolio Mobile Hardware and Accessories	Supply of Mobile Hardware and Accessories etc. which is not ranged as standard equipment by VMO2
Private Telephony Network Integration – General Access	Private Voice Connectivity between PBX and Mobile Devices. Land to Mobile calls between a customer's PBX and Mobile Networks
Mobile Device Management / Security	Mobile Device Management Platforms / Solutions. Endpoint Device Security MDM MaaS360 Licences - if required MDM MSIntune Licences - if required Managed Services MaaS360 Managed Services MSIntune Managed Services Moda
Revenue Protection and Collection	Service which allow for penalty fares to be issued and then recovered
BodyWorn Camera Hardware and Hosting	Supply of Bodyworn Cameras / Accessories and Hosting
LAN / WiFi Technologies	Wireless / Fixed Connectivity solutions and Security to support wider Projects
Portable Mobile Equipment	Mobile Devices / Portable Computers and Laptop type technology
Intelligent Spaces / Buildings	Technologies to support Smart Building type projects such as Smart Stations and Smart Escalator
Data Insights	Insights around the location, movement and behaviours of people, vehicles and assets

Managed Text / SMS Service	Mobile and Desktop managed / Bespoke Services
Mobile Call Recording	Call Recording or conversations and Text messages carried out from mobile devices
Artificial Intelligence Solutions	Simulation of human intelligence processes by machines, especially computer systems. Specific applications of AI include expert systems, natural language processing, speech recognition and machine vision.

5. SUPPORT

5.1 Account Management

VMO2 will continue to provide excellent Account Management via the Account Team led by Client Director (Matt Denby), Client Manager (Lucie Sharp) and Service Delivery Manager (Alison Concepcion). We will also continue to support multiple units/cost centres within the Customer and/or other users related to the Customer, as well as the GLA and LLDC.

MS-035 – Dedicated Account Management

Customer, The GLA and LLDC will continue to be supported by the dedicated account team noted above. They will continue to be primary contact for all:

- Commercial requests/discussions
- Technical issues/incidents
- Service escalations /queries

You will also be supported by technical and customer service specialists.

Our approach is market proven with VMO2 using the same Account Management approach for other key customers, such as British Transport Police and Ministry of Justice.

VMO2 will also align the following individuals to support the partnership between the Customer and VMO2

- **Executive Sponsorship** – Customer has commitment from senior leaders within VMO2 to continue to engage with peers at the Customer to discuss strategic activities and understand your business in detail. They include:

- [REDACTED]
- [REDACTED]
- [REDACTED]

- **Specialist /Solution Architects** – we have a number of Product Specialists and technical architects who work with the Customer to drive innovation. These are all experts in the field of mobility and our wider portfolio. They take a consultative approach, delivering technical enhancements aligned to Customer specified requirements.
- **External Partners** – We'll continue to work in partnership with your organisation and understand your challenges and introduce partners that have services/solutions of benefit to the Customer. e.g. we currently work with device and accessory partners to keep the Customer abreast of new product developments which may benefit the Customer. This was recently evidenced when we hosted the Customer End User Computing Team at the Samsung Innovation centre.

MS-036 – Delivering on Our Responsibilities

Customer's VMO2 account team will ensure the Customer's service requirements continue to be delivered to the highest standard by:

- Acting as the interface between Customer/VMO2
- Monitoring performance against agreed SLAs and expectations at regular Service Review meetings
- Leading monthly service/strategic reviews
- Supporting multiple units/cost centres within the Customer and/or other users related to the Customer
- Continuing to seek additional cost and technology efficiencies

Service and Technology Developments

- To deliver more value, VMO2 have a flexible approach to account and service management; where possible adapting our approach aligning to your organisational requirements. Our detailed knowledge of the Customer organisation and strong relationships ensure we can quickly assess Customer business challenges and problem statements whilst assessing our ability to resolve at pace. Working with the Customer through feasibility, concept design and deployment.

Examples include:

- **Smart Stations** - Working closely with the Customer and London Underground teams we have deployed the smart station proof of concept.
- **Escalator Safety** – We have designed a solution which will help reduce the number of trips and falls on the London Underground escalator estate.
- **Bodyworn Cameras** – With our partner Edesix, we successfully trialled and deployed over 4,500 cameras to Customer employees.

Continual Service Improvement Process (CSIP)

CSIP is key to our Service Management Model and provides a standard and repeatable process.

Service Improvement Activity – Should the service level performance figures or any other service issue identify an area that requires attention, then a service improvement activity is registered.

Service Recommendations – Should any issues be identified where service improvement activity does not yield the necessary result, VMO2 will discuss service recommendations with the Customer.

MS-037 – Account Management Meetings

Commercial and Service Reviews – Your account team will lead monthly commercial and service review meetings with the Customer. These are detailed reviews with the content developed and tailored over time to meet Customer requirements. During the meeting all performance measures will be analysed and reported.

- Usage/billing reports
- Commercial/network performance
- Customer service availability
- In-flight orders
- Dormant/unused services
- Spend analysis by division and tariff optimisation

- Hardware order reporting
- CSP log relating to account performance.

We currently hold bi-annual contract review meetings. In addition, Quarterly Business Reviews will be introduced to ensure that the contractual framework and the relationship continue to meet Customer's requirements.

We also recognise our aligned carbon ambitions. Therefore we will also provide an annual footprint and identify solutions with the Customer to reduce it during the life of the contract.

Customer are active members of VMO2's Customer Advisory and Innovation boards.

Customer Advisory Board – is made up of 18 senior executives with operational responsibilities in large organisations across a range of industry sectors in the UK. Mark Bulle attends from the Customer. Led by Jo Bertram, Managing Director, VMO2, the Board discusses strategic and operational issues that customers are facing as they work to improve key organisational outcomes.

Innovation Board – a group of customers brought together to look at near-future trend and technology shifts, led by Ant Morse, Head of Digital at VMO2. We bring examples of best practice and ideas of how customers are adopting innovative solutions. Jules Gascoigne attends from the Customer.

MS-038 – Cost Centres/Other Bodies

We'll continue with the bespoke Customer account structure we have today which mirrors your company code structure – each connection is identified with an email address and bills to a 5 digit SAP cost centre.

VMO2 provides the Customer's monthly bills in a SAP compatible format.

- The bills are emailed in excel to the Customer's finance team who update cost centres in line with movers and leavers.
- They return to VMO2 and we produce SAP files in a CSV format which is very specific and bespoke to the Customer's billing processes.
- This is returned to the Customer for payment and VMO2 update our billing platform with any changes.

We provide reporting at Mobile, Cost centre, Account or Company Code level in My O2 Business and can set up users with their own access and tailored view of their reports and mobile spend.

We have separate billing accounts for the GLA and LLDC, They have access to My O2 Business and can only view their own data.

5.2 Cost Management

VMO2 fully meets the Customer's Cost Management requirements. We also recognise that we need to take a proactive role, assisting the Customer with optimising the service and delivering best value.

MS-039 Cost Management

We recognise the need to take a proactive role in cost management, helping the Customer optimise service and minimise cost to fully support Customer's objectives throughout the term of the new contract.

Responsibility for the proactive identification of service optimisation will lie with your dedicated Account Management Team (Matt Denby & Lucie Sharp) and SDM (Alison Concepcion). To support cost optimisation activity, Alison will deliver service and cost trend analysis monthly, highlighting areas of potential improvement and recommending change as appropriate. We also recognise that individual users and cost centre teams across the Customer may require bespoke reporting hence,

we have tailored our commercial review to fully accommodate the needs of the Customer and the GLA.

As evidence of our ability to optimise the cost of our services premium rate text usage has reduced by approx. 90% since June 2018.

We will build on the following cost management measures already in place with the Customer to support the identification of cost reduction opportunities.

a) Transparent Reporting

We will continue to provide a monthly service review pack which will show spend and KPI reporting with trend analysis at a divisional and end-user level. We are flexible in our approach to the monthly commercial review pack and often make changes to meet Customer requirements. In addition, individual ad-hoc reports are often provided with no charge.

We will also provide the Customer with access to My O2 Business where you will be able to view, download or schedule a range of reports in the 'Bill Analyser' area. The reporting structure will mirror that of your organisation and allows you to produce reporting at the various levels, from the full organisation down to individual end users.

These reports are detailed more fully within sections 5.3 and 5.5 of our response.

b) Provision of Bill Analysis

c) Provision of Cost Breakdown analysis

Bill and Cost Breakdown analysis are key reports within the monthly commercial review packs and within My O2 Business. The analysis is presented and discussed during the monthly service review meetings. Advice is also given on actions to be taken to control spend. For example if Customer users have signed up to recurring subscription services these are identified and advice is given on how to stop them.

d) Identification of 'high roller' and dormant users/services

Within the monthly commercial review any unusual spend is identified and discussed. Agreement is then made on whether any action is needed to stop or reduce that spend in future. My O2 Business also has standard reporting which shows top spenders and bespoke reports can also be created if the Customer wants to see a particular spend type or threshold on a monthly basis. Zero usage is also a standard report within My O2 Business.

e) Anticipation and Avoidance of Bill shock

To anticipate and avoid bill shock your SDM (Alison Concepcion) will carry out regular spend analysis and present monthly reports. Alison will use the reporting to present trend analysis and recommend changes and improvements to tariffs and user profiles, delivering the cost optimisation and continuous improvement you expect.

In addition, the structure and simplicity of our pricing, comprehensive account management and billing reporting minimises the risk of bill shock. This includes:

- Simple Predictable Pricing – our voice tariff includes unlimited UK and EU calls for all your users. Most usage is included in the tariff which greatly reduces the chance of bill-shock This excludes some call types, e.g. NGN and premium rate.
- Barring of certain call types. The following bars are applied as standard to Customer connections – International voice, roaming, premium voice and adult SMS.

- Tariff optimisation – VMO2 work to ensure connections remain on the optimum tariff based for their usage profile.
- Aggregated Data – the data bundles are aggregated across the whole Customer account and it's not until all data is used that any overage would be incurred. This allows for fluctuations in individual usage without having a commercial impact.

f) Usage Alerts

Although most of the Customer user base will be on bundled tariffs, we will make usage alerts available, with differing levels according to your needs, for those users on individual tariffs. We will work with the Customer to agree the best levels, which will then deliver automatic text alerts where these levels are near/at the usage alerts levels.

g) Tariff Reviews/Optimisation

Tariff reviews will be carried out by Alison, to enable the Customer and its users to avoid bill shock, and ensure all users are on the most appropriate, cost-effective tariff according to the Customer's needs.

h) Management of Subscriber permissions

We will manage the bespoke Customer user profile access and authorisation details, based on your requirements, through the VMO2 Customer Helpdesk.

As described above cost management is a key part of the service wrap VMO2 provide for the Customer. Some further examples of where this has happened in practice are outlined below:

- VMO2 Provide Trusted Advice – During project Oval roaming SIMs were originally in scope, however VMO2 demonstrated this extra resilience, and associated additional cost, was not required.
- VMO2 Propose Mutually Beneficial Solutions – VMO2 proposed the installation of microcells as part of Project Oval discussions to negate the need for roaming SIMs. This was to the benefit of the Customer but also VMO2's wider commuting customer base and would also realise the Customer a potential revenue stream from VMO2 for installing these cells.
- VMO2 Provide Solutions to Protect Revenue – as part of the ongoing Smart Stations pilot we have been able to identify lost revenue caused by travellers avoiding the barriers.
- VMO2 Provide Device Discounts – VMO2 have historically provided a discount on devices and this will also be the case in the new contract.
- VMO2 Assisted During COVID Pandemic - The coronavirus pandemic had a significant impact on people's travel during 2020 and put the Customer under financial pressure. To support during this period, VMO2 held back invoices in the region of £1,000,000.

5.3 Cost Management

VMO2 fully meets Customer's Customer Portal requirements through the 'My O2 Business' customer portal for your SIM estate and Kite portal (for IOT, Smart Connect SIMs for example, those used in your ULEZ cameras, which we will provide free of charge). These portals are used successfully with the Customer today and will enable the Customer to keep a close eye on management of costs.

MS-040; MS-041 – Customer Portal and Portal Facilities

'My O2 Business' Portal

'My O2 Business' portal will provide your authorised contacts with the following facilities via an easy, intuitive process.

Bill Analyser – This will enable the Customer to view mobile bills. Summary bills can be sent to the nominated contacts at the Customer via email with our scheduling of bills functionality, up to 50 addresses. The Customer will be able to use reports or watchpoints to identify top spenders, itemised billing and over usage.

My Account – The 'My Account' feature will enable the Customer to effectively manage M2M SIMs that sit on our DICE platform This will enable you to:

- Complete SIM swaps, username and cost centre changes
- Request new connections, bars, tariff changes, transfers of ownership
- Give access to others in your business, so they can manage all updates and changes in My Account for you
- Tracking of incidents and queries raised on 'My Account', by user, over the past six months and status updates related to those requests

Reporting – As an administrator, your first view of the portal will be your account dashboard which will enable you to create, view and customise reporting according to your needs. You can also view, download or schedule a range of standard reports in Bill Analyser.

Please also reference response 5.3 (Customer Portal).

Kite Web-based SIM Management Platform

Our Smart Connect solution operates on our Kite platform which is a web-based SIM management system built in-house. Our platform can be accessed remotely so the Customer can easily manage and modify SIM behaviour. Customer currently utilise the Kite Global platform using the UK Roaming SIM capability to manage the ULEZ camera system connectivity across London to ensure cellular network ubiquity and to provide resilience should there be a local network failure.

The Kite UK platform is available to the Customer for future M2M/IoT projects that require VMO2 UK connectivity only to provide a high-level of SIM management where the Customer can fully manage, modify, restrict, filter, and fully report on the connectivity estate.

Kite Platform Facilities

- **SIM Inventory** – provides facilities for administrating the complete set of SIM cards that have been provided in the Kite platform and assigned to the customer
- **Alarms** – the alarms module allows rules to be configured for capturing events that occur in the Kite platform
- **Commercial Management** – entry point for all the commercial management tasks of the Kite platform
- **Pre-bill** – module responsible for generating and displaying pre-bills
- **Users** – from this module actions can be made against Kite user accounts – for instance listing, creating, modifying, deleting, deactivating and resetting users' passwords. Access to this module and the action to be performed will depend on the role of the user who started the session
- **Bulk operations** – allows access to the status of operations that are not instantaneously executed

Reporting

The reports module allows the generation of different types of reports to be downloaded onto the user's local machine in .CSV (Comma Separated Values) format.

As detailed above VMO2 has the functionality to meet the stated portal requirements, however a lot of the work we do with the Customer is done in bulk or incorporates bespoke requirements. Therefore we have developed specific processes to complement the Customer's ways of working, these are detailed below.

a) viewing and amending details in the inventory of users and Devices;

This can be done on MyO2Business and Kite.

Currently we have a bespoke system, which has been developed to work as efficiently as possible with the Customer's finance and HR processes. VMO2 provides the Customer's monthly bills in a SAP compatible CSV format and work with the Customer's finance team to update moves, adds and changes.

b) enabling and disabling services (e.g. cease/bar line, disable/enable international roaming, premium rate, voicemail, etc.);

Bars can be added and removed directly within MyO2Business by authorised Customer contacts. Kite also allows the enabling and disabling of services.

Currently the Customer approver (Band 5 or above) authorises a request for products such as roaming. Customer Telephone Service then contact the VMO2 helpdesk to have the bar removed.

c) viewing the catalogue of services and products available;

The VMO2 device catalogue is updated on a monthly basis and available to the Customer via a weblink.

Your VMO2 Service Delivery Manager, Alison Conception also emails the catalogue to key Customer contacts on a monthly basis.

d) raising orders and tracking order progress and history;

Orders can be raised and tracked using MyO2Business, My Account. Customer approved contacts would place the order on the system and then can track progress through to delivery.

We currently have a tailored order process to match Customer requirements. The majority of orders are placed in bulk via email and then often shipped to third parties who hold the stock to be used as and when required.

Often the SIMs or devices are bespoke in their build and require discussion between the Customer and the VMO2 Account Team before the orders are placed. Trial equipment can be provided to ensure suitability before bulk orders are placed. We also source non-portfolio devices to match specific project needs.

e) accessing a dashboard view of key usage and account parameters and trends;

f) creating, viewing and customising reports;

As detailed above MyO2Business gives standard reporting dashboards and the Customer can create your own. These give key usage and account parameters and trends.

To comply with the way the Customer work we currently provide detailed monthly Commercial Account Review Packs. These are presented in the monthly review meetings and are tailored to provide the key usage and account parameters and trends needed by the Customer. The content can be further modified if required by the Customer.

g) viewing billing information and status;

As described above this can either be done using MyO2Business or vis the Account Review Packs.

h) raising incidents and queries with the Support Desk and tracking progress; and

Incidents and queries can be raised directly on the MyO2Business, My Account portal. Progress can then be tracked and a record of the last 6 months of actions raised on the portal can be viewed.

i) providing access to help and support documentation.

Detailed Help and Support, FAQs and guides are available within MyO2Business for the system. Support for devices and VMO2 solutions are also available via the O2 website.

5.4 Support Desk

VMO2 fully meets the Customer's support desk requirements through access to our VMO2 Customer Service Team.

MS-042, MS-043 – Support Desk and Hours

The VMO2 Customer Service team will be responsible for ensuring that any contact from the Customer is handled within the prescribed service level. The service team are available between Monday and Friday 08:00 and 18:00 exc. Bank Holidays.

Interactions between the Customer and the VMO2 Customer Service team will be handled by our customer service advisors. The advisors will provide a central point of contact for the receipt, monitoring and management of all mobile-related incidents and requests. These advisors currently handle your requests today and this will continue under a new contract.

Requests and incidents will be acknowledged, logged and tracked into VMO2's workflow system. They will be categorised with a unique reference number and completed in line with the target KPIs. The service team will update the sender throughout the lifecycle and on completion the customer service team will confirm the action taken and status to the sender.

The VMO2 Customer Service team have already developed relationships with your nominated contacts and have regular contact with the Customer's telephone services and this ensures VMO2 are aware of their workloads and has built up an in-depth picture of your organisation. In addition to this the VMO2 SDM holds at minimum a monthly review with the customer service advisors so they are aware of any large projects or work coming in.

Raising Requests via our Support Desk

Requests can be raised by your authorised named contacts via the My Account portal, email or telephone. See below for an escalation chart with contact details for your customer service team

Escalation Point	Name	Job Title	Contact Details

Table 25: Customer Service Team Escalation Contacts

We have also included copies of the bespoke Customer Service Charters, detailing all aspects of the service delivered by VMO2 to the Customer in Attachment 2 to Annex 1.

MS-044 – Support Desk Facilities

- Processing orders, including faulty devices/warranty replacements
- Raising incidents and resolving queries related to the Services, including but not limited to network coverage, international roaming, value added services and service bars
- Invoicing

Dealing with queries relating to

- Lost or stolen phones
- PUK (Personal Unblocking Key codes)
- Transfer of ownership
- Warranty faults and replacements
- Arranging recycling of devices
- Offering technical support re setup and configuration of devices and services
- Coverage and network checks.
- Porting numbers in or out
- Requesting billing updates/information and reports
- General queries

(a) receiving and processing orders and providing status updates;

The VMO2 support desk receive and process all orders from the Customer. Each order is logged on our salesforce system as part of the processing activity. If there are any queries or discrepancies with the order we raise and resolve them directly with the person who raised it.

As part of the process, we provide the Customer with a weekly report of all orders placed which includes the assigned PO number. Linked to this we have recently worked with the Customer to resolve issues with missing PO data following your move to SAP Ariba.

(b) raising Incidents and queries relating to the Services and tracking progress;**(c) amending service details, e.g. cease or bar connections, enable international roaming;****(d) arranging for replacement of faulty Devices or accessories, including delivery details;**

Any incidents or queries, amendment to service details, or orders are raised to the VMO2 service desk. Incident are logged and given a reference number and then owned through to resolution. Progress updates are provided up until point of resolution. Amendment are typically completed over the phone but if requested by email confirmation will be sent once actioned. Orders are placed by email and those sent before 12 noon are despatched for next working day delivery.

The interaction is on a helpdesk-to-helpdesk basis to fit with Customer working practices. Contact can either be done via email or over the phones.

(e) arranging recycling of Devices no longer required, including collection details;

The VMO2 Account Team liaise with the Customer for the recycling of old devices through O2 Recycle. This can either be done in bulk or on an ad-hoc basis. As evidence of the effectiveness of this approach in the period January 2022 to date, VMO2 recycled 4,873 devices on behalf of the Customer.

(f) provision of technical support, e.g. for the set-up and configuration of Devices or services; and

The technical support as described will be provided by the VMO2 Service Desk. If there are additional or bespoke services which require specialist advice then the VMO2 Account Team would introduce one of our specialists or a partner if required. A recent example of this is where we've worked with a Customer business unit to scope out a 24x7 support desk and repair service for the Bodyworn Camera estate and associated communication platform.

(g) requesting billing information or reports.

Billing information and reports are available via MyO2Business on a 24/7 basis. In addition Alison Conception, the VMO2 Service Delivery Manager provides a number of monthly reporting packs and can also discuss any ad-hoc report requests.

MS-044a - Support Desk – Out of Hours

Outside of core working hours (08:00-18:00 Mon-Fri excluding Bank Holidays) a non-dedicated service will be provided through the same contact number for lost or stolen devices and general network queries.

Major Failures and Critical Incident Support 24 x 7 Cover.

Should the Customer experience service impact the VMO2 Business Service Operations Team (BSO), based in Leeds will provide second line support for our customer facing support desks. The VMO2 BSO team will capture details from the Customer relating to issues experienced and undertake fault finding activities. The BSO team will request support from the third and fourth line teams as appropriate.

The core business hours of the BSO team are 08.30 am to 18.00 pm Monday to Friday. The VMO2 BSO team also deal with critical incidents outside of core business hours – on call engineering support is provided on a 24x7 basis by the VMO2 BSO Team. This team have worked successfully with the Customer Major incident team previously.

5.5 Reporting

We can confirm that our we are fully compliant with your reporting requirements and will continue to provide the Customer with our Commercial review packs that are distributed to nominated Customer employees in an agreed format, as well as giving access to our online reporting tool, My O2 Business.

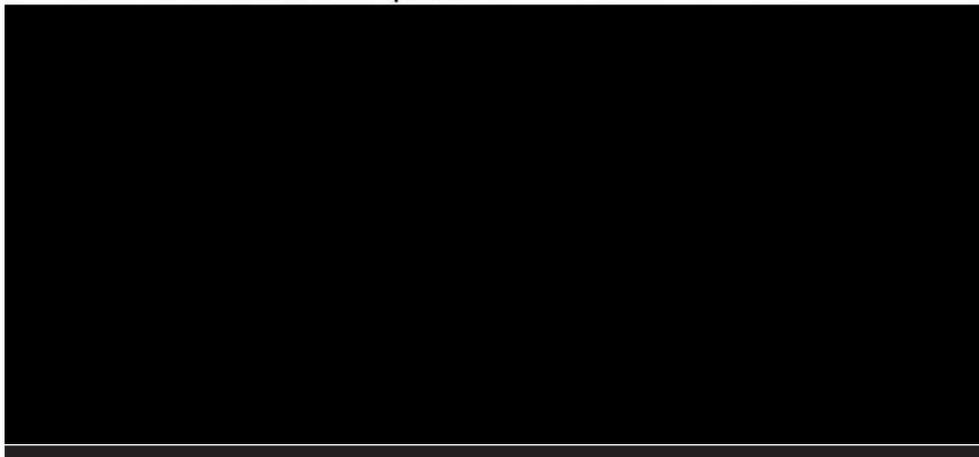
VMO2's approach to reporting for Customer

VMO2's approach to reporting for the Customer is to continue with the bespoke process and reporting we deliver today. This primarily involves different reporting packs being presented monthly at various service review meetings. The packs we provide are as follows:

- Monthly Commercial Review (PDF version) – encompasses base review, contractual spend, usage and SLAs
- Ticketing Review - covering incidents, data usage, network/link availability, capacity and spend
- Bodyworn Camera Review - covering incidents, spends and data usage
- Airtime billing report used to create bespoke SAP files

The content of the packs has been tailored to meet the Customer's requirements over the time of the partnership between the Customer and VMO2.

Tariff Breakdown – Apr 2023



In addition to the review packs the Customer also have access to My O2 Business. The Bill Analyser section of the portal gives the Customer access to comprehensive billing reporting.

Customer facilities for reporting

The monthly review packs are presented to the Customer and can then be further analysed and distributed as required within your organisation. The XLS version of the Commercial Review packs gives you scope for further review and analysis of the data presented. As the data is in an excel compatible format and split into the various Customer division it gives you the ability to analyse and extract the data as required.

In addition, My O2 Business, Bill Analyser gives the Customer a facility for comprehensive billing and usage reporting. As a Customer administrator, you to create, view and customise reporting according to your needs. You can also view, download or schedule a range of standard reports in Bill Analyser including (but not limited to):

- Billing Summary
- Calls by type
- Data usage
- Most expensive calls
- Unbilled usage reports
- Most frequently dialled number
- Top dialled by value
- Highest spenders
- Cost centre that spends most on calls
- Highest international users
- Cost of business or personal calls
- Usage summary by number

Bill Analysis will also continue provide:

- Cost Breakdown Analysis
- High Spender Reports
- Zero Usage reports (which may include dormant users/services)

Please note there are reports that can be run and viewed immediately, downloaded, emailed or scheduled to inboxes including:

- View data or in chart format.
- Compare billing information from any 12 consecutive months over the last 2 years
- Unbilled usage by number – Provides a summary by connection, before your invoice is produced.
- Hardware - Provides a list of all the orders you have placed for a specific date range, for devices, SIMs, and accessories.
- Statement of Account – Access this information at any time to provide an immediate real time status of your account. The information available includes invoice numbers, invoice details regarding unpaid amounts and credits, and unused credit amounts.

Customer customisation options

The monthly review packs are currently highly customized to meet the requirements asked for by the Customer. This customisation has evolved over the time VMO2 have been your mobile connectivity provider, with additional reporting being added when requested. To deliver continual service improvement, we would continue that approach in the new contract and would always where possible make adjustments to meet Customer requirements.

Reporting in My O2 Business is also customisable and the Customer can create your own reporting templates to match the information you need to see on a monthly basis. Once the reports are created they can be saved generated automatically on a monthly basis. Both the standard and custom reports can be run at different levels of the Customer organisation, for example showing the data across your whole organisation or for a particular division and/or user.

MS-045 Monthly Reports

We provide a monthly service review report already to the Customer, in an agreed format, in advance of the regular monthly service review meetings, which includes but is not limited to details of services consumed, the performance of the Services, and costs incurred.

MS-046 Report Breakdown

The monthly service review report includes all the detail required in MS-046 plus a lot of extra information. If required, the billing information can also be accessed and analysed via My O2 Business, Bill Analyser.

The service review report includes;

- An overall Customer Summary
- Individual spend reports for each unit/cost centre
- Breakdowns by services and tariffs
- Base size breakdowns by division
- Tariff breakdowns
- Highest Spenders, by cost/usage for mobile voice, SMS and data

To deliver additional value, we also provide the following detail within the monthly report;

- NGN Spend Ticketing Usage
- iBus Usage
- Network Performance
- Bus Emissions Usage
- London Overground and Elizabeth Line Train Wi-Fi Usage
- Bodyworn Cameras Data usage/ Spend/ Hardware
- Hardware and Professional Services Spend
- Details regarding rebates and available hardware fund.

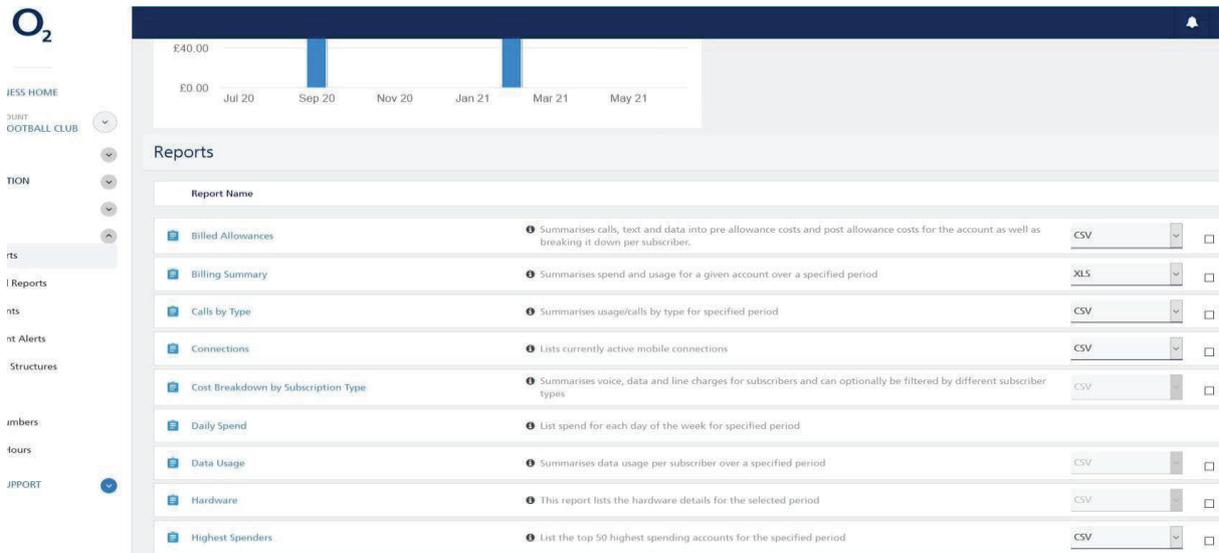
MS-047 Usage Reporting

The requirements of MS-047 can all be met by either the monthly service review packs or online using the My O2 Business, Bill Analyser reporting.

My O2 Business is highly customisable, and provides a suite of standard reports available, including but not limited to;

- Number of users/connections by cost centre/division
- Overall usage by mobile voice/data/SMS
- Numbers of active SIMs – by cost centre/division
- Top 20 users, by cost and usage
- Zero Usage
- Out of Bundle Usage
- Historical Spend/trend analysis
- Volume call/usage information, split by user/cost centre and division
- Cost Analysis, split by user/cost centre and division

Please see below for an example screenshot from My O2 Business Reporting;



MS-048 Network Service Performance Reporting

Within the monthly service review pack, we provide the following network service performance reporting;

- Voice call success rates
- SMS Success rates
- Data (network authentication) success rates
- Details regarding any service outages
- Customer service performance measures including orders, activations, queries, and calls answered
- A summary of key trends/any disruptions for the reporting period

MS-049 – Contract Performance Reporting

Within the monthly service review pack, we deliver the following contract performance reporting, aligning to Schedule 2B;

- Performance against service levels for the reporting period
- A summary of report desk activities, including incidents raised and resolution details
- A summary of continuous improvement activities
- Updates on any ongoing projects including any transition activities.

6. TRANSITION SUPPORT

6.1 Transition Support

The Supplier is fully compliant with the Customer's requirements for M2M Transition.

The Supplier's approach is to drive consistency and predictability across all its solution offerings and enable projects to be delivered to a best practice standard in a controlled and governed environment. The Supplier will allocate a PRINCE2 accredited Project Manager who will be responsible for successful delivery of the Services. The Project Manager will produce a project plan that includes an agreed number of project management days as part of the Services. Utilising this approach ensures robust quality control and continual monitoring of the risks, issues, dependencies, and plans. This assures that transition and deployment meet the agreed design goals and that requirements are delivered to the desired time, costs and quality levels.

MS-056 Transition Management

Traditionally when considering M2M solution deployment, is very rare for organisations to transition devices between mobile networks. In most cases, this requires a physical SIM swap for typically embedded SIMs and potentially disruptive downtime. With the emergence of e-sim technology this will potentially be avoidable however as incumbent to Customer the Supplier understands that all the M2M SIM's currently deployed are physical SIMS's. The process below details how transitioning e-SIM's would be managed using Subscription Manager platform(s).

If organisations are going to move to a new mobile network provider for example, when devices need to be replaced a project will be established that considers all aspects of delivering the transition:

- Commercial considerations
- Technical considerations e.g., new APN infrastructure
- Service and support considerations e.g., existing operational processes and disruption to live service.
- Identify third-party expectations/establish roles and responsibilities to support migration.

MS-057 Transition Manager

One of the major factors influencing the Supplier's ability to deliver world-class service is how it understands, plans, and implements new mobile services in line with changing customer requirements. The Supplier will align a highly experienced Delivery Management Team whose key role is to ensure the Customer benefit from a smooth transition.

To successfully transition a large scale M2M base of this scale and complexity (30,000 disparate M2M SIMs deeply embedded in Customer infrastructure), based on experience gathered from previous migrations of this size we would assign as a minimum:

- 1.5 x Delivery Managers
- 1.5 x Office Based Implementation Specialist (OBIS)

They will have overall responsibility for the successful delivery of the project and will be assigned within 10 days of a contract being signed.

The Supplier's Delivery Manager will hold an initial welcome call to discuss transition, communication plans and any concerns/question the Customer may have, typically this would be with the various business owners across Customer who use/own the various M2M services (e.g. iBUS, Ticketing).

Before migration, the Supplier will analyse:

- How Customer devices are used

- Location of devices
- Success criteria
- The levels of security required
- Identification of Customer Third Parties and nominated contacts

The Delivery Manager will then schedule and hold regular weekly calls, providing updates using a project log and, working through the Transition Plan. The OBIS will carry out all the tariff transfers daily once all migration dates are agreed.

Please note as the Customer's incumbent M2M the vast majority of the Customer's M2M service migration will be a billing/tariff migration. New SIM cards and number porting will not be required as part of a tariff migration.

Please note there is one service which the Supplier is not the incumbent for, the Countdown Service. MS-059 below outlines how the Supplier would approach migration of this service, should the Customer elect to adopt this optional service.

MS-058 Transition Plan

This example Transition Plan describes the controls to be used including confirmation of objectives and scope, factors impacting the duration of the transition, risk and issue management, proposed transition milestones, proposed communications plan, dependencies, and escalation procedures.

The Supplier proposes 1,000 migrations a day. Based on the Supplier's extensive experience in transition and deployment it recommends this as an optimum number to minimise risk and deploy in a quality manner. However, the Supplier can adapt this approach based on further discussions to align with the Customer's own timelines and operational requirements.

The Supplier will update the plan as required throughout the process, dependent upon Customer requirements, and will maintain and share this regularly, in weekly project meetings and on an ad-hoc basis if changes happen between meetings with the Customer.

Prior to migration we will:

- Run a full database of all 30,000 M2M SIMs
- Work with the Customer to ensure the database is up to date – agree any connections not in scope, e.g. devices being decommissioned
- Tariff mapping will be completed by VMO2 at each weekly phase of the bulk migration (day 27 in the plan)
- Agree dates with the customer for tariff changes in the Migration Planning Workshop (day 13 in the plan)

See below for a typical overview of the key tasks for a M2M deployment, with associated days;

Task Name	Days
TFL Migration Plan Total Days	108 days
Contractual activities	52 days
Migration Planning Workshop	1 day
Private APN delivery	27 days
APN Testing and commissioning	2 Days
Account setup, billing and reporting	6 Days
Solution delivery, testing and signoff	19 days
Handover and Project Closure	14 days

Table 22: Transition Tasks and Days

MS-059 Transition Plan Details

This transition is predominantly a tariff transfer, with very little disruption or downtime.

A detailed example M2M Transition Plan is included within Appendix 14 of our tender response, however, some typical M2M deployment activities are set out below;

- Typical tasks, timelines and activities are all detailed in the plan
- Security Arrangements, captured at solution design stage and detailed in the final plan
- Platform Training
- User Acceptance Testing

Testing Approach

- Identify 50 numbers for the pilot phase (typically devices in a test bed or safe environment)
- Tariff Map pilot numbers to correct tariff's
- Tariff changed on agreed date
- Run ABS reports post migration to ensure all services have moved across
- Review and sign off Pilot Phase

Once the testing tariffs have been completed and we confirm no issues have arisen, the Supplier will then start the roll out of the full migration in line with the transition plan.

Batch contents/sizes, delivery locations, delivery contacts, labelling and configuration.

The Supplier advises that we aim to complete 1,000 tariff migrations a day. It recommends carrying out migrations Monday-Thursday thus avoiding any potential downtime over a weekend.

The Supplier will work with the Customer to determine the right volume per day to process for the Customer's business needs. For the vast majority of connections there are no items to be delivered, but should the Customer need any SIMs ordering, the Supplier can ship SIMs to required locations using our agreed order fulfilment process.

For the countdown service the Supplier will work with the Customer to establish where sims need to be despatched to in line with the desired swap out process detailed below.

Communications plan

Due to the size of the migration, the Supplier will communicate with the Customer's key contacts, advising of the migration dates, and instructions for what to expect/do on the day.

Please note where required the Supplier will liaise with the Customer's third parties, for example, Cubic to agree tariff transfer processes to ensure it has comprehensive plan in place and have identified any key risks/mitigation activities.

Risks and mitigations

The Supplier anticipates the level of transition risk with VMO2 as extremely low. For the majority of Services the Supplier will not be carrying out any physical SIM swap outs. It recognises that tariff changes on deeply embedded devices does have a level of risk. For example, following a tariff change, should a re-start be needed on a SIM embedded in a ticketing machine or iBUS then this could be a time consuming and difficult process.

The Supplier recognises this is a concern for the Customer and was something we mitigated in a previous tariff change for the Customer and offered a zero-risk Transition Plan.

Taking this approach, the Supplier would avoid a tariff change by offering a commercial offset credit mechanism. In essence, the tariff and package plan are left as is. In the background, a commercial adjustment is then made to offer the Customer any commercial benefits associated with the tariff change. This can be done in the form of a credit or invoice adjustment.

Transition of the Countdown Service

The Supplier is not the current incumbent supplier for the Mobile Data SIMs used in the Customer countdown service. As such, these would need to be migrated to the VMO2 network if the Customer elects to adopt this optional service. These SIMs would require a physical SIM swap out. Based on the Supplier's experience of M2M SIM transition and from working with the Customer, it has included three potential approaches. The Supplier would align with the Customer to ensure the most appropriate transition approach is undertaken.

Option A: Establish a dedicated project team responsible for visiting each location on a pre-planned basis to carry out a SIM swap at each location. Customer could utilise their own engineers or our skilled VMO2 field technicians.

If the Customer utilise the Supplier's in-house experts, its engineers would be fully trained in the required process and a series of test locations identified so that a pre-deployment trial can be conducted. The Supplier would ensure that our test batch of Countdown migrated and tested in a safe environment for example, Customer office or our labs. Once approach has been validated, it would complete the migration as per the agreed plan ensuring full Health & Safety guidelines and the Customer specified requirements are delivered against.

If Customer engineers are used to support the migration, the Supplier would work this team to ensure SIMs are delivered on a pre-planned schedule to specified Customer locations.

Option B: The Supplier can provide SIMs to Customer specified contractors and align replacement to Customer activities for example, Bus Stop maintenance, cleaning duties or bush shelter repairs etc. These contractors would be trained by either the Supplier or the Customer in the process of safely and compliantly swapping out SIMs.

Option C: The Supplier could adopt a phased approach and align SIM migration to the Customer's asset replacement programme or in situ repairs of Countdown Units. SIMs can be provided to the manufacturer and inserted prior to deployment or given to the manufacturers' repair teams for insertion on a field visit.

Please note this is the current approach successfully taken for ULEZ cameras.

From experience of similar deployments and experience working with the Customer, the Supplier would propose Option C as the most cost-effective solution however, the choice would be down to the Customer if it elects to take this service.

MS-060 Transition Updates

The Supplier will update the Transition Plan as required throughout the process, dependent upon Customer requirements, and will maintain and share the plan regularly, in weekly project meetings and on an ad-hoc basis if changes happen between meetings with the Customer.

Outline Transition Plan

The Outline Transition Plan agreed between the Parties as at the Effective Date is captured below. This provides further details on milestones, key activities, and deliverables for Transition of the M2M estate.

1. The Detailed Transition Plan shall be agreed between the Parties in accordance with this Schedule 4.

1. Service Support Implementation

a) Key Activities

- Handover of new contract to service.
- Profile updated with new contract information.
- SDM to update monthly service packs to reflect reporting.
- Update of service charter where required.
- Customer to sign off.

b) Deliverables

- Service reporting pack updated and issued to the Customer.
- Monthly service review meetings to re-commence under new, agreed format.

2. Project Test Phase

a) Key Activities

- Agree process to be used to capture and record test results and the categorisation of test issues.
- Agree high-level identification of the resources required for testing, including facilities, infrastructure, personnel and buyer and/or third-party involvement in the conduct of the tests.
- Agree the procedure to be followed to sign off each test.
- Agree process for the production and maintenance of test reports, including templates for the test reports and the test issue management log, and a sample plan for the resolution of test issues
- Agree the technical environments required to support the tests.
- Agree procedures for managing the configuration of test environments.

b) Deliverables

- VMO2 to provide an overview of how testing will be conducted in accordance with the implementation plan.

3. Transition Planning

a) Key Activities

- Assign Transition management support - 1.5 x Delivery Managers / 1.5 x Office Based Implementation Specialist (OBIS)
- Engage with Customer stakeholders who own the various M2M services e.g. iBus, Ticketing etc.
- Complete pre-migration checks including:
 - How the device is used
 - Location
 - Success criteria
 - Identification of third parties and nominated contacts.
- Run a full database of all 30,000 M2M SIMs
- Work with the Customer to ensure the database is up to date – agree any connections not in scope, e.g. devices being decommissioned
- Tariff mapping will be completed by VMO2 at each weekly phase of the bulk migration.

Please note as your incumbent M2M provider the vast majority of your M2M service migration will be a billing/tariff migration. New SIM cards and number porting will not be required as part of a tariff migration.

b) Deliverables

- Agree migration plan including dates for tariff changes in the migration planning workshop.
- The Delivery Manager will schedule and hold regular weekly calls, providing updates using a project log and, working through the Transition Plan.
- The OBIS will carry out all the tariff transfers daily once all migration dates are agreed.
- Update the plan as required throughout the process, dependent upon Customer requirements, and will maintain and share this regularly, in weekly project meetings and on an ad-hoc basis if changes happen between meetings with the Customer.

4. Service Pilot

a) Key Activities

- UK DICE SIMs
 - Testing approach
 - Identify 50 numbers for the pilot phase (typically devices in a test bed or safe environment).
 - Tariff map pilot numbers to correct tariff's.
 - Tariff changed on agreed date.
- Global SIMs
 - Update of the commercial plan for test batch of SIMs, updating tariff to mitigate impact to live service.

b) Deliverables

- Review and sign off pilot phase.

Please note that once the testing tariffs have been completed and we collectively confirm no issues have arisen, we will then start the roll out of the full migration in line with the transition plan.

6.2 Exit Support

If the Customer decide to leave VMO2, we are committed to delivering the same high levels of service right up to the point of departure. We will work with you and the new incumbent service provider to ensure minimum disruption.

We will follow an exit management plan in line with regulatory and agreed requirements. This includes:

- Plan for port-out/timescales
- Support through porting process
- Management of any decommissioning of links or in-building solutions plus any other relevant hardware/software.

Customer will be required to complete the following:

- Provide written notice of your intention to terminate the agreement
- Request a Porting Authorisation Code (PAC)
- Pay all outstanding invoices/any applicable termination fees.

Prior to any exit commencing we would like to work with you to finalise the strategy. You will receive a named contact throughout the process and will commission a clear document outlining any costs that might be involved in moving.

Customer can be assured that the exit will be managed effectively:

- One point of contact for the porting process
- Support through your last bill
- Support for end-users during a period of change.

Our eSIM Expertise

TTech, who have responsibility for the SIM Subscription Management Platform, and Telefónica Spain, provider of the eSIMs, have a great expertise in terms of eSIMs and SIM Subscription Management Platforms.

TTech and Telefónica Spain have demonstrated that they can undertake complex eSIM/SIM Subscription Management Platform integration projects – some examples are provided below:

- Vivo Brazil
- USA mobile network operator
- Japanese mobile network operator

TTech and Telefonica Spain have also undertaken eSIM/SIM Subscription Management Platform integration projects with several of the Telefónica operating businesses such that eSIMs can be migrated as detailed below:

- Telefónica Spain Global M2M SIM to local operator SIM
- Local operator SIM to Telefónica Spain Global M2M SIM

Our approach to migration of our eSIMs to another organisation

Integrating the SIM Subscription Management Platform of one organisation with the SIM Subscription Management Platform of a different organisation is complex for a number of reasons - some of which are detailed below:

- Costly/complex integration project activity
- The GSMA standard SGP .02 does not define all aspects of a deployment, such as the orchestration level, and this may lead to end-to-end flow incompatibilities.
- The device and customer back-end systems must be able to cope with the change in network interconnection point.
- Different organisations have different operational models.

- Devices that are compliant with eSIM technology, that have been certified, need to be deployed.
- New APN solution infrastructure will be needed.

If the Customer wish for us to undertake an integration activity with another organisation/UK mobile operator the following would apply:

- The cost to us of integrating the our Platform with the SIM Subscription Management Platform of another organisation/UK mobile operator would need to be funded by the Customer.
- Customer would need to sign a contract with another organisation/UK mobile operator who would be prepared to undertake the necessary integration work to “receive” the eSIMs. Any costs would need to be funded by the Customer or the other organisation/UK mobile operator.
- Customer would need to give Telefónica a minimum 12 months-notice of wanting to undertake such a complex integration project. Work can be assessed, and a pricing schedule can be created such that commercial discussions with the Customer can commence.
- The other organisations/UK mobile operator’s SIM Subscription Management Platform must be compliant with GSMA standard SGP .02
- If the SIM migration needs to be done in batches that would need to be taken into consideration when migration project plans are created.
- Orchestration of the SIM migrations is key and would need to be agreed and defined as part of the migration project activity.
- If the orchestration of the SIM migrations needs to be executed and monitored by us charges will apply.
- Customer must take into account that some devices might not be able to support a SIM migration due to bad coverage or other circumstances that mean the device is not interacting with a mobile network – the Customer will need to deal with such situations. Furthermore, the organisation that is “receiving” the eSIMs must ensure they have coverage in the geographic area.
- Undertaking the SIM migration activities may impact the live service of the deployed devices – will be dependent on the end devices.
- A well-defined end-to-end validation process, that is agreed by all parties involved, must be put in place prior to the execution.
- The roles and responsibilities of the different organisations involved in the migration activity will need to be defined and agreed.
- Depending on the specific exit agreement it is likely that the Telefónica profile on the eSIM will have to be deleted. The charges associated with Telefónica undertaking this work will need to be factored into the overall cost of the project.

7. ADDITIONAL SERVICES

7.1 Additional Services

We will provide additional services in line with Customer specifications via additional call-offs as required throughout the Term. We will work in conjunction with the Customer to understand business requirements and desired outcomes and provided costed options. This will include an impact analysis, cost/benefit trade-offs, timelines, integration, and deployment plans. Where we require further engagement around requirement, we would welcome the opportunity to discuss this further with the Customer.

MS-064 – Secure Network Access

We pride ourselves on being a modern management supplier for Enterprise Mobility Management (EMM) solutions. We will consult with the Customer around your specific IT and end-user requirements prior to proposing the most appropriate solution and/or service. The range of solutions encompasses both SIM management and managed IT services. SIM's can be either UK specific or roaming to ensure the correct network coverage for the requirement.

Dependent upon the specific requirement for the Customer's multi platform SIMs, we will offer the following security solutions:

- Device attack/malware protection
- Secure VPN support
- Device access control
- Device location
- Remote Device lock and wipe

Secure Internet Access (SIA) Mobile Platform

VMO2 offers a wide range of security propositions to provide Secure Internet Access and have been working with the Customer to provide SIA Mobile. Akamai, as providers of the service, transmit and secure 35% of global internet traffic and are embedded at the core of the O2 mobile network.

To meet the Customer's requirements in relation to device attack/malware protection, secure VPN support and device access control, we recommend our SIA Mobile Platform.

SIA Mobile is a network-based mobility service that would enable the Customer and its employees to work efficiently and securely wherever they are located. SIA Mobile will protect all SIM-enabled devices and due to being a clientless solution, can be deployed rapidly without the same costs and constraints associated with traditional technologies.

SIA Mobile as well as being integrated into the VMO2 Mobile network, the IOT SIM platform and all modern UEM/ MDM management tools. For the Customer, this means that it will work seamlessly with Microsoft Intune which we understand the Customer currently utilise. This tool will also integrate with the circa 2,000 MaaS360 licenses that the Customer deploy for its CPOS team today.

This tool will stop malware and malicious content before it gets to devices; Blocks unknown or unregistered domains that could be used for DNS hijacking or redirection attacks. SIA Mobile provides insights and analysis to successfully protect all SIM-enabled devices from cyberattacks before they reach the end users device. This protects all types of mobile, tablet or laptop devices, including MiFi's and routers, regardless of operating system or manufacturer.

SIA has been designed to help Customer employees become digitally secure and connected wherever they are located. We will provide professional advice on configuration to support the Customer's desired compliance goals and ensure this aligns with HR policies. At VMO2 we will support this process end to end.

**Table 27 SIA Support****SIA Mobile features are:**

- Manage access to 165 categories of websites covering more than 1 billion domains. Deny video streaming services such as Netflix and YouTube. Confirm devices are used for business purposes only.
- Customise the internet experience of individuals and groups. Limit internet access speeds and set mobile data caps at the individual or group level.
- Support compliance with personal data regulations, such as SOX, HIPAA, or GDPR.
- Consolidate security, policy enforcement, and visibility across all mobile devices regardless of operating system or manufacturer. Enabling the secure office anywhere.

Benefits for Customer include:

- Clientless solution compatible with any SIM-based device and mobile OS running across both IOT and standard O2 SIM platforms which will provide the Customer with a single platform for all secure internet access
- Protects against phishing, malware, and botnets.
- Enables acceptable use policy for compliance and productivity.
- Provides domestic and roaming data usage policies to help manage costs.
- Simplified deployment and management through integration with IDP, Active Directory and UEM/ MDM.
- Business intelligence in real-time
- Internet activity reports via single easy-access portal to allow the Customer to make fast decisions and identify online behaviour and/or trends
- Full visibility of traffic across the mobile estate

To achieve the Customer's requirements in relation to device location and remote device lock and wipe, we would recommend utilising an UEM/ MDM solution.

MS-066 – LPWAN

Low Power Wide Area Networks (LPWANs) is a term that is used to encompass a number of different technologies that includes cellular and non-cellular approaches. LPWANs can use licensed or unlicensed frequencies and include proprietary or open standard options.

If unlicensed frequency LPWAN technologies are used they share the same spectrum as many other systems and solutions and this can lead to deployment issues such as interference, performance limitations, usage restrictions, security challenges and end to end ecosystem issues. There is no co-ordination in terms of how the different systems and solutions will use and co-exist within the OFCOM rules around available unlicensed spectrum.

The two cellular standardised LPWAN technologies that use licensed frequencies are Long Term Evolution for Machines (LTE-M) and Narrowband IoT (NB-IoT):

- LTE-M: VMO2 provides an LTE-M service across the UK – LTE-M is a standardised cellular LPWAN technology that operates in spectrum that is licensed by VMO2. The current

predicted VMO2 coverage for the LTE-M service can be determined via the following LTE-M coverage checker: <https://www.o2.co.uk/business/solutions/iot/lte-m>

- NB-IoT: due to the success of VMO2's LTE-M network rollout VMO2 will start to deploy NB-IoT in the UK in H2 2023

LTE-M (LPWAN) and NB-IoT will create new opportunities for your large scale IoT projects and deployments. LTE-M and NB-IoT are both Low-Power Wide-Area Network (LPWAN) technologies that offer enhanced network coverage, longer battery life and scalability. This technology can also be utilised to bring M2M/IoT connectivity to remote, challenging locations for example, the underground or rural locations. This technology will enable organisations like the Customer to capitalise on the benefits of M2M/IoT across all areas.

VMO2 can provide the Customer with an LTE-M (LPWAN) service suitable for large-scale, low power and low data M2M communications projects. An LTE-M network will facilitate large scale future IoT deployments for the Customer. This technology will enable the Customer to support high volumes of connected devices. These devices will share small amounts of data between assets at a low power consumption, saving battery life with devices running for 10 years plus with no need to charge. This will help reduce IoT device and maintenance costs for the Customer.

Further benefits to the Customer include:

- **Natural evolution from 2G/3G and reduced costs**

We understand the importance of the 2G and 3G networks to the Customer today and appreciate that there will be a level of complexity associated with migration away from 2G/3G, towards future-proofed technologies such LPWAN. VMO2 will work closely with you to advise and support your technology roadmaps so that the Customer is able to capitalise on the benefits of newer technologies.

We will also be introducing services like VoLTE. Longer battery life - With appropriate design, battery life of 10+ years, LTE-M and NB-IoT devices reduce maintenance costs due to low power requirements. For the Customer, this would mean fewer site visits and extended device battery life.

Better coverage – LTE-M offers deeper and wider coverage in demanding environments, connecting IoT devices that were previously unreachable

Fast deployment and secure – We were the first network to launch LTE-M. We'll ensure that your new connectivity is easy to deploy – and delivers a robust, secure and reliable service that you can depend on.

MS-067 – Support Desk Integration

VMO2 and the Customer have an established service desk to service desk model in place today. VMO2 currently support and accept the Customer's Remedy requests for the raising and tracking of orders, service requests and incidents. These requests and incidents are monitored, with progress updates shared. Once resolved details are consolidated daily. These are then reported within the service pack as part of our on-going monthly Service Review meetings.

We would welcome the opportunity to discuss direct integration between the VMO2 Customer Helpdesk and the Customer's Remedy service desk. We will need to further investigate and fully scope requirements with the Customer to define the most appropriate solution. We would welcome further discussions with the Customer regarding this requirement at the next stage of the process or within a call-off arrangement.

8. SERVICE LEVELS

8.1 Service Levels

VMO2 acknowledge Customer's Service Level requirements as defined in Schedule 2B and are committed to working with the Customer to deliver added value, reliable services with proactive monitoring, reporting and management of the Service Levels throughout the life cycle of your contract.

VMO2 will provide monthly performance reporting as part of our on-going Service and Commercial Review meetings within 10 working days at the end of each month.

Service Levels will form a standard agenda item in your monthly review meetings with your dedicated Service Delivery Manager (SDM) Alison Conception. This will enable a consistency in service and drive continual service improvement by ensuring the agreed levels are met. These meetings also provide opportunity to highlight and discuss VMO2's ongoing performance, ensuring we are providing the highest level of service to the Customer.

Our proactive approach is market proven and we are successfully delivering consistent levels of monitoring, reporting and management of Service Levels for our customer's including yourselves Network Rail and the Ministry of Justice.

Monitoring Service Levels

- **Customer Service Team**

The VMO2 Customer Service team will be responsible for ensuring that any contact from Customer nominated contacts are handled within the prescribed service level. The service team are available between Monday and Friday 08:00 and 18:00 exc. Bank Holidays. Outside these hours, a non-dedicated service will be provided through the same number for lost or stolen devices and general network queries.

Interactions between the Customer and the VMO2 Customer Service team will be handled by our customer service advisors. The advisors will provide a central point of contact for the receipt, monitoring and management of all mobile-related incidents and requests. These advisors currently handle your requests today and this will continue under a new contract.

The VMO2 Customer Service team use a workflow platform 'Salesforce' to log and monitor the Customer's requests received via email, Customer main contacts can have access to My Account, the admin function within our My O2 Business online platform if this is required.

Requests and incidents will be acknowledged, logged and tracked in our workflow system they will be categorised with a unique reference number and completed in line with the customer service SLA's. The service team will update the sender throughout the lifecycle of the request, confirm the action taken and notify when completed. Currently the Customer send requests to our Customer Service team by email via your Remedy system, if the Customer choose to use My Account in the future, then cases can be monitored by the Customer online.

To monitor the interactions between the Customer and the VMO2 Customer Service team, VMO2 use the functions and features within our workflow platform and email system ensuring our advisors complete the request quickly and accurately. Contact volumes are closely monitored by VMO2 to ensure orders, requests and incidents are acknowledge and completed within the agreed SLA's. This also supports resourcing and planning decisions both short and longer-term to ensure performance measures continued to be met.

A key element of our customer service approach is based around a business plan model which considers customer base size, historical contact volumes, expected base growth, key known events (i.e., flagship device launches) and seasonal patterns for different customer types. Examples include:

- Example 1 – During Covid, VMO2 monitored the coverage around key sites like hospitals
- Example 2 – We adapted when the Customer made us aware that their cycle hire locations were free to NHS staff, having our network available ensured critical frontline workers had the ability to use the Customer's service.

- Example 3 During the Queen's funeral in September 2022, we made sure there were senior VMO2 stakeholders available to the Customer in case of emergencies.

VMO2 will continue to support and work with the Customer to understand any seasonal patterns or projects within their organisation and how we work together to ensure planned and unforeseen events can be managed effectively.

For unknown/unexpected events, (i.e., system outages), we will use interventions such as management of scheduled offline time to adapt staffing levels in line with customer demand.

All our advisors receive regular coaching, contact observation feedback and performance reviews to help equip them to meet the needs of our customers. As new changes or services are introduced the advisors are supported with briefings and training to ensure that they have the right knowledge to support the Customer and the Services VMO2 provide.

The VMO2 Customer Service team have already developed relationships with your nominated contacts and have regular contact with the Customer's telephone services. This ensures VMO2 are familiar and aware of each other's workloads and has helped built up an in-depth picture of your organisation.

To ensure continuous improvement, your dedicated SDM, Alison holds a monthly review with the customer service advisors so they aware of any large projects or work coming in.

- **Network Monitoring**

The VMO2 network service levels, monitoring, management and incident resolution is conducted from two geographically separate Network Management Centres (NMCs); both operational 24x7x365 to provide resilience. Every network element is monitored via a centralised management system. This is underpinned by extensive cell site alarm tracking, which identifies cell issues so appropriate and swift corrective action can then be taken.

All activity is recorded and used for incident management purposes. Each record is subject to a pre-determined internal service level which will alert throughout its lifecycle to indicate proximity to the permitted deadline. The NMC act on those alerts with our internal/supplier teams to ensure performance measures are met.

Our Network Incident Management is based on a tiered-priority system, where our Incident Management team allocates each incident, a priority depending on impact upon our customers and the urgency of which the service must be restored.

Each priority has an associated service level which defines the time in which normal service will be restored. All incidents are assigned as Critical, High, Medium or Low. The incident classification is based on two assessments: Impact and Urgency. Examples of the definitions used to determine the classification of any specific incident are documented in the Customer Service Charter.

Network faults must be reported to the Customer Service Team in the first instance. Once a fault is logged and a case reference number has been issued, faults can be escalated as appropriate.

We will also inform the Customer of planned and significant unplanned outages which may impact them. Regular updates will be given on unplanned outages up until resolution these updates are communicated via email to the relevant contacts within the Customer. Planned outages will be flagged to the Customer via your SDM, Alison Concepcion.

In addition to this, Customer's end users can get current network status by visiting our web site at <https://status.o2.co.uk> or alternatively they can download My Network app.

- **Billing and Reporting**

Responsibility for the billing and reporting will lie with your dedicated Account Management Team (Matt Denby & Lucie Sharp) and SDM (Alison Concepcion). We will build on the management measures already in place and Alison will be responsible for the delivery of your agreed performance and billing reports and billing accuracy analysis will be completed monthly.

Additional performance reports are also described in in response 5.5 Reporting.

Monthly Service Level Reports

Your dedicated VMO2 SDM will be responsible and accountable for the delivery and performance of VMO2 services.

Service performance will form a standard agenda item at your monthly review meetings to ensure consistent focus and communication. Your SDM, Alison will provide the monthly performance report demonstrating performance against the agreed service levels within 10 working days of the end of the month to nominated Customer contacts.

The report is produced using our workflow system 'Salesforce' and data taken from our network. The previous calendar months data will be documented showing the individual service level, the definition of the service level, the target SLA and the achieved monthly target. A copy of the most recent monthly report, for April 2023, is included in Attachment 3 of Annex 1.

Providing the reporting via this method gives the opportunity to review and discuss the results collectively. Our proactive approach means we can quickly identify trends and drive continual service improvement.

Service level information is currently presented to the Customer, and we would look to continue this in line with the requirements and service levels of the new contract.

Systems and tools

VMO2 Customer Service team use 'Salesforce' workflow system to log your email requests and incidents to ensure performance measures are met. Workflow systems are monitored through the day to ensure request are dealt with within the agreed levels.

Our Customer Service Team use our DISE platform for management and activation of your SIM cards.

In addition to the systems and tools used by the Customer Service team, incidents that arise on our network follow a critical process within our business because of the potential impacts that incidents may have on our customers these incidents are raised internally on our Remedy workflow system.

Customer's end users can get current network status by visiting our web site at <https://status.o2.co.uk> or alternatively they can download My Network app.

As added value VMO2 will continue provide the Customer access to our bespoke Spatial Buzz real time network monitoring platform – this gives you a live view of the status of the VMO2 network within London and is used extensively by the Customer Bus Operating and Monitoring Teams. This platform was tailored for Customer specific use cases and requirements. It is used to understand bus movement and tracking and as a diagnostic tool for any faults. [REDACTED]

Customer have access to My O2 Business where you can view, download or schedule a range of reports in the 'Bill Analyser' area, My Account the admin function can also be available if you choose to use it for your requests in the future.

Approach to Ensuring Service Levels Performance

In addition to the ongoing monitoring of the Customer Service team and the VMO2 Network using the processes our business has in place, your SDM, Alison Conception will discuss trends or failures identified in your Monthly Service Level Reporting. These will be investigated and the root causes will be identified with agreed measures discussed and implemented to prevent reoccurrence.

Should the service level performance figures require additional attention, then an Action Plan to improve the service can be implemented and agreed with the relevant representatives from the Customer.

The Action Plan can be implemented based on discussions for improving the VMO2 service, or as part of our on-going Service review meeting(s) where any Service Level or Failures will be captured with interventions agreed.

Customer will be provided with a written Action Plan within 5 Working Days after the date of the incident to which the Service Level failure related or an agreed action has been taken to investigate and improve.

The plan shall include but is not limited to:

- The steps to remedy the Service Level Failure or improvement
- The time period for remedy
- The process for demonstrating that it has been remedied.

Customer will be asked to will review the plan within 10 Working Days of receipt.

The Action Plan outputs would be agreed by all parties or as necessary, recommended changes discussed collectively. On Customer agreement, the plan shall be implemented it in accordance with the timescales set out in the Action Plan.

If a plan remains unagreed, this will be escalated via management.

The process can be applied, even if a Service Level Failure or action has previously had an Action Plan implemented.

Proposed Escalation Representatives

The VMO2 Customer Service Charter details a mutually agreed escalation route, to be followed if the Customer is not satisfied. This route begins at the Customer Service Team and progresses through the VMO2 management structure.

The proposed representatives for escalation as referred to in paragraph 2.3 Schedule 2B will be as follows and this will also be documented in your Customer Service Charter.

Service Level Failure	Supplier Personnel
[Redacted content]	

Table 28: Service Level Failure Escalation Representatives

9. SUNSETTING

The Supplier shall notify the Customer no less than twelve (12) months prior to the sunsetting of any 2G/3G technology.

**ATTACHMENT 1 TO ANNEX 1
4G AND 5G COVERAGE MAPS**

**ATTACHMENT 2 TO ANNEX 1
CUSTOMER SERVICE CHARTERS**

**ATTACHMENT 3 TO ANNEX 1
MONTHLY SERVICE LEVEL REPORTS**

ANNEX 2 CARBON FOOTPRINT

1.1 ENVIRONMENTAL CONTEXT

Customer is committed to continue being the strong green heartbeat of London and fully supports the Mayor of London's aims to make London one of the greenest cities in the world.

Customer's key environmental commitments are set out in its 'Corporate Environmental Plan'. These include:

- contributing to achieve the Mayor's target of a net-zero carbon by 2030;
- achieving zero-carbon emissions across our operations and head office buildings by 2030;
- supporting a circular economy which prevents waste and re-uses waste to achieve the Mayor's target to become a zero waste city by 2053; and
- deliver activities responsibly and being a good neighbour.

The Supplier is required to demonstrate how they shall respect and deliver on the principles outlined within the 'Corporate Environmental Plan' and other associated strategies such as the Mayor of London's 'Transport and Environment Strategies' when supplying products and services to the Customer.

1.2 WHOLE LIFE IMPACT MANAGEMENT

The Supplier shall maximise the sustainable performance of their activities (including through their supply chain) and minimise whole life impact (e.g. both embodied carbon and carbon emissions).

The Supplier shall strive to lower the whole life environmental and financial cost of the Agreement by investigating, and where practicable implementing, innovative sustainable design and manufacturing solutions.

The Supplier shall work with third party suppliers and contractors within their supply chain to lower the whole life environmental impact associated with products and services supplied from third parties.

The Supplier and its supply chain shall for example;

- use principles that consider the longer-term design life of items supplied and offer solutions that remain state of the art;
- use designs, systems, and practices that shall reduce energy and fossil fuels used to manufacture items;
- design systems for manufacturing methods that minimise water use during the production of items supplied;
- design systems for manufacturing methods that minimise use of virgin raw materials during the production of items supplied;
- adapt processes that utilise end of life items generated within the contract within the manufacture of new products in a circular method; and
- implement such environment hierarchies as the 'Carbon Reduction Hierarchy', the 'Energy Hierarchy' and the 'Waste Management Hierarchy'.

The Supplier shall implement circular economy business models over traditional systems, as far as reasonably practicable. The Supplier shall discuss with the Customer how they shall utilise circular economy models to design out and manage waste.

The Supplier shall identify, assesses, and utilise transport opportunities that shall reduce vehicle mileage and associated carbon / air quality emissions. These may include, but are not limited to, delivery by rail, river, E-cargo bike etc. or the consolidation of loads. To

minimise air quality impacts the Supplier shall deliver the Services using zero emission vehicles wherever feasible.

**ANNEX 3
BCDR PLAN**



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**Agreement for the provision of
Mobile Services Lot 2
Schedule 3.2
Commercially Sensitive Information**

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2. COMMERCIALY SENSITIVE INFORMATION 3

1. **INTRODUCTION**

This Schedule sets out a description of the Commercially Sensitive Information of the Supplier, in respect of which the Customer is subject to the obligations described in Clause 18.8 (*Customer Obligation of Confidentiality*).

2. **COMMERCIALLY SENSITIVE INFORMATION**

No.	Date	Item(s)	Duration of Confidentiality
		The Charges set out in Schedule 5.1.	



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TELEFONICA UK LIMITED

**Agreement for the provision of
Mobile Services Lot 2
Schedule 3.3
Sub-contracting**

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1. INTRODUCTION

- 1.1 In accordance with Clauses 14.1 (*Appointment of Key Sub-contractors*) to 14.3 (*Key Sub-contracts*), the Supplier is obliged to notify the Customer of the appointment of Key Sub-contractors and other material Sub-contractors involved in the provision of the Services (which are not Key Sub-contractors) and to obtain the Customer's consent in certain circumstances.
- 1.2 The Key Sub-contractors and other material Sub-contractors identified as at the Effective Date are set out in the tables below.
- 1.3 The Supplier shall update this Schedule from time to time in accordance with Clause 14 (*Supply Chain Rights and Protections*).

2. KEY SUB-CONTRACTORS

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Key Sub-contract price expressed as a percentage of total projected Charges over the Initial Term	Key role in delivery of the Services	Waivers to Key Sub-contract provisions set out in Clause 14.4 (Terms of Key Sub-contracts)
N/A	N/A	N/A	N/A	N/A

3. OTHER MATERIAL SUB-CONTRACTORS

Other material Sub-contractors name and address (if not the same as the registered office)	Registered office and company number	Key role in delivery of the Services
Capita	124 - 128 City Road, London, England, EC1V 2NX	Managing customer account data for service implementation and in-life account queries
Telefónica Tech	Pl. 2ª Ronda de la comunicación s/n 28050 Madrid	Maintaining the charging platforms SIM Card fulfilment



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**Agreement for the provision of
Mobile Services Lot 2
Schedule 4
Transition**

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1. INTRODUCTION

1.1 The objectives of this Schedule 4 are to:

- 1.1.1 achieve a smooth handover of responsibility from the Former Supplier(s) to the Supplier on the Service Commencement Date;
- 1.1.2 minimise any disruption to the Customer during Transition;
- 1.1.3 ensure that there is no degradation to the services provided by the Former Supplier(s) during the Transition period and that at all times the Services continue to be delivered in accordance with this Agreement;
- 1.1.4 ensure that Transition is delivered in a way that demonstrates value for money;
- 1.1.5 ensure the timely development and agreement of the Transition Plan, and the Supplier's compliance with those plans;
- 1.1.6 ensure that effective business controls are implemented by the Supplier to manage risks during Transition;
- 1.1.7 ensure that Transition activities are effectively monitored and reported;
- 1.1.8 ensure effective communications between all parties involved in Transition; and
- 1.1.9 ensure that the Customer is fully aware of the Supplier's Transition approach and activities at all times throughout the Transition period,

(each such objective being a "**Customer Objective**").

PART A
TRANSITION PHASES, PLANS AND MILESTONES

1. TRANSITION PLAN AND PHASES

- 1.1 The Project for Transition comprises the following workstreams:
- 1.1.1 the detailed design workstream, during which the Supplier:
- (A) mobilises its Transition team, programme resources, and governance arrangements in accordance with the Transition Plan;
 - (B) conducts the detailed preparation works for Transition; and
 - (C) carries out detailed design and planning work for the on-going support of the Services following the Service Commencement Date; and
- 1.1.2 the delivery workstream, during which the Supplier undertakes the Transition activities in accordance with the Transition Plan and manages the handover from the Former Supplier(s) .
- 1.2 The Supplier shall ensure that the Transition Plan sets out all of the deliverables required for Transition.
- 1.3 Any changes to the Transition Plan shall be agreed with the Customer. Changes to the Transition Plan shall be subject to agreement at the Service Review Meeting in accordance with Schedule 6.1 (*Governance*) provided that any changes which also involve a broader change to this Agreement may only be effected in accordance with the Variation Procedure.

2. MILESTONES

- 2.1 The Transition Milestones and associated Milestone Dates are set out in the Transition Plan and shall include the below Milestones in Paragraph 2.2 as a minimum.
- 2.2 The Milestone Dates included in the below table are indicative (the Supplier will nonetheless use all reasonable endeavours to reach these Milestone Dates) and are subject to change by written agreement between the Supplier and the Customer.

Milestone Date	Milestone Name
T+[●] Days	Tariff Build and Delivery
T+[●] Days	Service Support Implementation
T+[●] Days	M2M Migration Planning Workshop
T+[●] Days	Data Link/APN Validation
T+[●] Days	M2M Migration Pilot (suggestion of 50 pilot numbers to be migrated)
T+[●] Days	M2M Bulk Migration Phases (suggested grouping of 4,000, 45 days per bulk migration of 4,000 numbers)
N/A	Lot 2 M2M Service Transition Complete (various, to be completed in line with existing contractual commitments)

For the avoidance of doubt, in the context of this Paragraph 2.2, "T" means the Effective Date.

- 2.3 Work in relation to the Milestones may be undertaken in parallel and the Milestones may be Achieved in any order provided that (unless otherwise agreed by the Customer) the Service Pilot Complete Milestone may only be carried out following the Achievement of the other Milestones (excluding the Lot 2 M2M Service Transition Complete Milestone).
- 2.4 Connections under the 'Direct award Order Form entered into between TfL and the Supplier on or around 22 May 2023 with reference no. NS6/04052301 in respect of the provision of network services (the "**Tactical Agreement**") shall, upon the Customer's written request, be migrated to this Agreement following the expiry of the relevant minimum term for each connection in accordance with the terms of the Tactical Agreement.
- 2.5 For the avoidance of doubt, the Customer will not be liable for any duplicate charges under this Agreement in respect of any connections charged under the Tactical Agreement.

PART B TRANSITION

1. TRANSITION OBJECTIVES

The objectives of Transition are:

- 1.1 to transfer the responsibility for the delivery of services provided by the Former Supplier(s) to the Supplier without disruption to the Service Recipients or Customer; and
- 1.2 to put in place arrangements to deliver the Services in accordance with this Agreement.

2. GOVERNANCE

The status and Achievement of each Milestone shall be subject to the Service Review Meeting in accordance with Schedule 6.1 (*Governance*).

3. TRANSITION PRINCIPLES

- 3.1 The Supplier shall appoint a dedicated manager for Transition as identified in Paragraph 7 (*Transition Support*) of Schedule 2A (*Services*).
- 3.2 The Supplier shall deliver Transition in accordance with the Transition Plan.
- 3.3 Without prejudice to other provisions of this Agreement, the Supplier shall co-operate with the Former Supplier(s) in an effective and timely manner to deliver Transition.
- 3.4 The Supplier shall carry out its Transition activities in such a way that:
 - 3.4.1 the Transition activities do not adversely affect the services being delivered by the Former Supplier(s);
 - 3.4.2 the Transition activities do not adversely impact the ability of the Former Supplier(s) to deliver their contracted performance levels throughout Transition; and
 - 3.4.3 Customer and the Former Supplier(s) are kept informed of Transition progress and the status of Transition and management of risks.
- 3.5 The Supplier shall maintain sufficient contingency measures to mitigate against known risks to the Transition activities.

4. OUTLINE TRANSITION PLAN

- 4.1 The Outline Transition Plan is set out in Annex 1 (*Outline Transition Plan*) and includes:
 - 4.1.1 the Milestones and associated Milestone Dates;
 - 4.1.2 details of the Transition approach including key activities and deliverables for each Milestone;
 - 4.1.3 the dependencies with regard to Transition;
 - 4.1.4 known risks associated with Transition; and
 - 4.1.5 the approach to the testing and assurance of tools, interfaces, and such processes as are to be used following Transition.

5. APPROVAL OF THE DETAILED TRANSITION PLAN

- 5.1 The Supplier shall within ten (10) Working Days of the Effective Date submit to the Customer a draft Detailed Transition Plan which shall be consistent with and expand on the Outline Transition Plan.
- 5.2 The Supplier shall ensure that the draft Detailed Transition Plan:
 - 5.2.1 incorporates all of the Milestones and Milestone Dates set out in the Outline Transition Plan;
 - 5.2.2 includes (as a minimum) the details identified for the Transition Plan in Paragraph 7 (*Transition Support*) of Schedule 2A (*Services*);

- 5.2.3 clearly outlines the steps to achieve a successful Transition;
 - 5.2.4 reflects the dependencies associated with Transition (and unless otherwise agreed by the Parties in writing, such dependencies shall be as set out in the Outline Transition Plan and shall not include any additional dependencies);
 - 5.2.5 describes the resourcing requirements including the individual roles and responsibilities of Customer Personnel, Supplier Personnel, employees of the Former Supplier(s), and employees of relevant Other Suppliers; and
 - 5.2.6 identifies known risks to the Transition.
- 5.3 Prior to the submission of the draft Detailed Transition Plan to the Customer the Supplier shall, upon the Customer's request, provide a copy to the Customer of any documentation produced by the Supplier in relation to the development of the draft Detailed Transition Plan, including:
- 5.3.1 details of the Supplier's intended approach to the Detailed Transition Plan and its development; and
 - 5.3.2 any other work in progress in relation to the Detailed Transition Plan.
- 5.4 Customer and the Supplier shall each use reasonable endeavours to finalise the Detailed Transition Plan within twenty (20) Working Days (or such other period as agreed between the Parties in writing) from the Effective Date. If the Parties do not finalise the Detailed Transition Plan within that time period, either Party may refer the matter as a Dispute for resolution in accordance with the Dispute Resolution Procedure.
- 5.5 Without prejudice to other provisions of this Agreement, the detailed Transition planning shall be carried out in accordance with the Outline Transition Plan, including the Milestones therein.
- 5.6 If the Customer approves the draft Detailed Transition Plan (such Approval not to be unreasonably withheld or delayed), the Detailed Transition Plan shall replace the Outline Transition Plan from the date of the Customer's notice of Approval.
- 5.7 The Supplier shall monitor and report on progress against the Detailed Transition Plan to the Customer on a near real-time basis during Transition as transitions across the estate are activated and relevant Services commenced.

6. **AUTHORITY TO PROCEED WITH SERVICE COMMENCEMENT**

- 6.1 The Supplier shall assure the Customer that it has adequately prepared for the take on of the Services prior to the Service Commencement Date by evaluating the Achievement of the Milestones set out in the Transition Plan. In relation to each Transition Milestone the Supplier shall demonstrate to the Customer's reasonable satisfaction that the Supplier has:
- 6.1.1 carried out the activities set out in the Transition Plan; and
 - 6.1.2 delivered the outputs required in accordance with the Transition Plan.
- 6.2 Where the Supplier considers a Milestone has been Achieved, it shall notify the Customer in writing together with supporting evidence. If the Customer agrees that the Milestone has been Achieved, it shall confirm the same in writing to the Supplier.
- 6.3 When the Supplier has demonstrated to the Customer that it has Achieved all the Milestones, the Customer shall confirm the same in writing to the Supplier. The Customer may elect to provide such confirmation notwithstanding the fact that one or more Milestones have not been fully met in which case the Supplier shall promptly remedy the outstanding issues in relation to such Milestone(s) following the Service Commencement Date (and in accordance with any agreed remedial plan).
- 6.4 The Supplier shall (and may only) commence the provision of the Services on the Service Commencement Date.

**ANNEX 1
OUTLINE TRANSITION PLAN**

[Note to Draft: this Annex 1 is to be updated to include a Transition Plan agreed with the relevant GLA entity]

The Outline Transition Plan agreed between the Parties as at the Effective Date is embedded below. The Detailed Transition Plan shall be agreed between the Parties in accordance with this Schedule 4.



[GLA Entity]
and
TELEFONICA UK LIMITED

**Agreement for the provision of
Mobile Services Lot 2
Schedule 5.1
Charges and Invoicing**

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1. INTRODUCTION

1.1 The purpose of this Schedule 5.1 is to set out provisions relating to the Charges payable by Customer to the Supplier including:

- 1.1.1 key charging principles;
- 1.1.2 annual value for money review;
- 1.1.3 a description of the Charges and the method of calculation of the Charges;
- 1.1.4 the basis on which charges for Variations and Exit Assistance shall be calculated; and
- 1.1.5 the invoicing and payment process.

1.2 The objectives of this Schedule 5.1 are to ensure that:

- 1.2.1 the Charges are calculated correctly and transparently;
- 1.2.2 the Charges are appropriately adjusted to reflect volume and performance; and
- 1.2.3 the Supplier is paid correctly in accordance with this Agreement, (each such objective being a "**Customer Objective**").

2. KEY CHARGING PRINCIPLES

2.1 Other than as expressly stated in this Agreement, the Supplier is not entitled to any form of payment in addition to, or any amendment to, the Charges, whether as a result of increased costs, expenses, risks or any other matter.

2.2 Any variation to the Charges shall only apply if agreed in writing in accordance with Schedule 6.2 (*Variation Procedure*).

2.3 All amounts payable by Customer pursuant to this Schedule 5.1 are subject to Clauses 9.6 and 9.7 (*Set-off and Withholding*).

Annual VfM Review

2.4 All Charges set out in this Schedule 5.1 shall be reduced in line with the outcome of any annual value for money review carried out pursuant to the TfL Services Contract which gives rise to a reduction in the rates under that contract.

3. CHARGES

3.1 The Customer shall pay the Charges to the Supplier for all Services from the Service Commencement Date to the end of the Term for the Services and volumes consumed by Customer (subject to Clause 39). The Charges shall consist of:

3.1.1 Airtime & SIMs Charges for the provision of the Mobile Airtime Service, comprised of:

- (A) a monthly charge for the supply of SIMs or eSIMs as applicable for each user or Supplier Device provided with the Mobile Airtime Service as identified in Table A.1 in Annex 1 (*Airtime & SIMs Charges*) of this Schedule 5.1 (for the avoidance of doubt, no charges shall apply to SIMs which are dormant);
- (B) a monthly charge for data based on one or more data bundles as selected by Customer from Table A.2 in Annex 1 (*Airtime & SIMs Charges*) of this Schedule 5.1; and
- (C) a monthly charge for any "out of bundle" consumption of Mobile Airtime Services where these are identified as additional charges in Table A.3, Table A.4, Table A.5 and Table 4.6 in Annex 1 (*Airtime & SIMs Charges*) of this Schedule 5.1;

3.1.2 Catalogue Charges for the provisions of services ordered from the Catalogue, comprised of:

- (A) Data Link Charges comprised of an initial charge for installation, test and handover and a monthly charge for the ongoing provision of Data Links and APNs as identified in Table B.1 in Annex 2 (*Catalogue Charges*) of this Schedule 5.1;

- (B) Additional Service Charges comprised of the charges for any Additional Services consumed as identified in Table B.2 in Annex 2 (*Catalogue Charges*) of this Schedule 5.1; and
 - (C) Device Supply Charges paid on a one-off basis per Supplier Device for the supply of Supplier Devices (with associated warranty) to Customer as identified in Table B.3 in Annex 2 (*Catalogue Charges*) of this Schedule 5.1;
- 3.1.3 Other Charges where these have been agreed between the Parties in accordance with the Variation Procedure, comprised of:
 - (A) Solutions Charges for the provision of Solutions;
 - (B) Professional Services Charges for the provision of any professional services; and
 - (C) Coverage Uplift Charges for the provision of Coverage Uplift calculated by reference to the Table C.1 in Annex 3 (*Other Charges*) (where applicable) of this Schedule 5.1; and
- 3.1.4 Exit Assistance Charges where any Charges for Exit Assistance shall be limited to the Charges permitted in Paragraph 8 of Schedule 7 (*Exit Management*) and shall be calculated, where applicable, by reference to the Rate Card.
- 3.2 The Charges shall be payable in accordance with Paragraph 5.
- 3.3 The Supplier agrees that any Charges for time/labour agreed pursuant to the Variation Procedure shall be calculated by reference to the Rate Card.
- 3.4 If a SIM Card is lost or stolen, the Customer shall notify the Supplier as soon as is practical, upon notification by the end user. The Customer shall be responsible for any Charges incurred until the Supplier has received a request from the Customer to suspend that SIM Card.

4. **CATALOGUE AND ORDERING**

- 4.1 The Catalogue shall include an appropriately detailed description of the products and services included in it, with complete and accurate details of pricing and lead times. Changes to the Catalogue are subject to the Variation Procedure except in relation to Supplier Devices in respect of which changes shall be notified to Customer reasonably in advance of such change and upon such change taking effect but are not subject to the Variation Procedure.
- 4.2 Services and products in the Catalogue may be ordered by Customer using the process agreed between the Parties from time to time and the Supplier shall ensure that prior to acting on an order the order has been authorised by Customer. No such orders shall require a Variation.

5. **INVOICING**

Raising Invoices

- 5.1 The Supplier shall be entitled to raise an Invoice in respect of any payment which is payable by Customer to the Supplier pursuant to this Agreement.
- 5.2 Except to the extent expressly set out otherwise further below or agreed otherwise via the Variation Procedure (e.g., with respect to Professional Services Charges), the Supplier shall invoice the usage Charges (i.e. the Mobile Call Charges within the UK under A.3 of Annex 1; the International Roaming Data Charges Outside of the Europe Zone under A.4 of Annex 1; the UK Outbound International Call Charges under A.5 of Annex 1; and the International Roaming Call Charges under A.6 of Annex 1) monthly in arrears and other Charges monthly in advance.
- 5.3 The Supplier shall submit all Invoices and address any Invoice queries to the named Customer personnel as notified by Customer to the Supplier from time to time at the address notified by Customer to the Supplier in accordance with Paragraph 5.6.
- 5.4 The Supplier shall raise Invoices against cost centres identified by Customer and notified to the Supplier as such from time to time. Customer shall be responsible for ensuring that the information is accurate, up to date and provided to the Supplier.

Format of Invoice

- 5.5 The Supplier shall ensure that each Invoice contains the following information:
- 5.5.1 the date of the Invoice;
 - 5.5.2 a unique Invoice number;
 - 5.5.3 the correct Agreement reference number;
 - 5.5.4 the purchase order number and Milestone reference to which it relates (if any);
 - 5.5.5 the dates between which the Services to which each of the Charges detailed on the Invoice relate were performed;
 - 5.5.6 the total Charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to Customer under the terms of this Agreement and, separately, any VAT or other sales tax payable in respect of the same;
 - 5.5.7 a brief description of the Services provided, and in the event of a Variation to the Services in accordance with this Agreement that involves the payment of additional Charges to the Supplier, the Supplier shall identify these separately on the relevant invoices;
 - 5.5.8 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries, if not the Supplier Representative;
 - 5.5.9 the bank account details for payments to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number); and
 - 5.5.10 all information required by Customer.
- 5.6 The Supplier shall submit all Invoices and supporting documentation in the following format:
- 5.6.1 PDF Invoices via email to following email address [**Note to Draft: Customer to provide.**] and shall ensure that each PDF Invoice has a unique file reference and is a separate PDF file; or
 - 5.6.2 electronic Invoices via the Electronic Invoicing Platform and in compliance with the Electronic Procure-to-Pay (eP2P) Vendor Handbook; or
 - 5.6.3 such format as Customer may specify from time to time to the following address (or such other address as Customer may notify to the Supplier from time to time):
[Note to Draft: Address to be inserted]
- 5.7 Unless otherwise agreed by Customer in writing, all Supplier Invoices shall be expressed in pounds sterling.
- 5.8 Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment. PDF Invoices, which are sent to Customer via email, are taken to have been received at the time of transmission. Electronic Invoices are taken to have been received at the time when they are transmitted to Customer via the Electronic Invoicing Platform.
- 5.9 An Invoice shall only be valid if it complies with the provisions of this Schedule 5.1. If any Invoice does not conform to Customer's requirements set out in Paragraphs 5.5 to 5.7, Customer shall promptly return the disputed Invoice to the Supplier. The Supplier shall promptly issue a replacement Invoice which shall comply with the same.
- Payment terms**
- 5.10 Customer shall pay undisputed valid Invoices within thirty (30) days of receipt of the Invoice.
- Credit Notes**
- 5.11 The Supplier shall provide Customer with a credit note in respect of Charges it has previously invoiced for (a "**Credit Note**") in the following (non-exhaustive) circumstances:
- 5.11.1 an Invoice in full or in part has been issued in error;
 - 5.11.2 the agreed resolution of a disputed Invoice is that the disputed charge is too high and a Credit Note is agreed to be issued; and

5.11.3 other circumstances as agreed between Customer and the Supplier.

5.12 Each Credit Note shall be a valid tax invoice.

Disputed Invoices

5.13 If Customer disputes all or part of an Invoice raised by the Supplier, Customer shall inform the Supplier at the earliest opportunity. Customer shall set out the nature of the Dispute and reasons for the Dispute.

5.14 At its sole discretion, Customer may postpone payment of the disputed amount until the Dispute is resolved and any correcting documentation (replacement Invoice or Credit Note) has been received.

5.15 Payment by Customer of any Invoice submitted by the Supplier shall not signify approval of such Invoice. Customer reserves the right to verify and, where appropriate, dispute Invoices after it has made the associated payment and subsequently to recover from the Supplier any sums which have been overpaid.

5.16 If any part of an Invoice is disputed or subject to question by Customer either before or after payment, Customer may require the Supplier to provide such further documentary evidence as it may reasonably require to verify its liability to pay the amount which is disputed or subject to question and the Supplier shall promptly provide such evidence in a form satisfactory to Customer.

Waiver on Charges not invoiced

5.17 In the event that the Supplier has not invoiced for any Charges within twelve (12) months of the date on which those Charges accrued, the Supplier shall be deemed to have waived all rights to be paid for such Charges.

Regulatory changes

5.18 Supplier shall vary the Charges (as an increase or decrease, as applicable) to the extent required by a change in Applicable Law after the date of this Agreement or a legal requirement to comply with a determination by Ofcom provided that, in each case, Supplier provides Customer with prompt written notice of such legal requirement (and in any event at least 30 days' prior to the implementation of the variation). For the avoidance of doubt, Supplier shall not be entitled to increase the Charges on account of any such requirement which provides for a change in any of the costs of the Supplier in providing the Services (including wholesale services) unless (and to the extent) it also requires Supplier to increase the Charges.

Indexation

5.19 Subject to Paragraphs 5.20, 5.21, 5.22 and 6.4, the Supplier shall adjust the Charges on an annual basis after the Initial Term as follows:

5.19.1 the Charges will be increased or decreased (as applicable) by a percentage equivalent to the change in the Index over the twelve (12) months prior to the review date;

5.19.2 the first such review will be carried out, on an indicative basis, in the eighteenth (18th) month prior to the end of the Initial Term in order to provide the Customer with an estimate of the adjustment;

5.19.3 the review will then be repeated, on an actual basis, in the ninth (9th) month prior to the end of the Initial Term and the adjusted Charges derived from such review will take effect on the commencement of the first Extension Period; and

5.19.4 the review in respect of each subsequent Extension Period will be carried out in the sixth (6th) month prior to the end of the current Extension Period and the adjusted Charges will take effect on the commencement of the next Extension Period.

5.20 The Supplier shall only be entitled to increase such elements of the Charges under Paragraph 5.19 to the extent that it provides reasonable evidence or certification that the underlying cost to the Supplier in respect of such Charge element has increased over the applicable period.

5.21 In no event shall the Charges be adjusted (+/-) by more than five percent (5%) in any year.

5.22 The review under paragraph 5.19 shall not result in any adjustment to the Charges to the extent that inflation (+/-) has already been expressly identified and taken into account for the relevant period pursuant to Paragraph 2.4 which led to an adjustment of the Charges.

6. RENEWAL OPTION

6.1 Customer shall be entitled to request the Supplier to provide a written proposal or proposals to renew the Term on fixed rates for such number of Extension Periods specified by the Customer (and the Customer may request proposals in respect of different numbers of Extension Periods). Customer shall be entitled to make such request:

6.1.1 no earlier than 18 months and no later than 6 months prior to the end of the Initial Term; and/or

6.1.2 no later than 6 months prior to the end of any Extension Period or Fixed Rate Extension Period.

6.2 Supplier shall provide such proposal(s) within thirty (30) days after Customer's written request.

6.3 Customer shall notify the Supplier if it elects to accept the Supplier's fixed rate proposal and, if proposals for different numbers of Extension Periods were submitted, which proposal Customer accepts (such fixed rate period being the "**Fixed Rate Extension Period**"). Such fixed rate proposal shall only become binding upon signature of the parties of a variation agreement or memorandum and shall then take effect on the commencement of the applicable Fixed Rate Extension Period.

6.4 The indexation process under Paragraph 5.19 shall not apply in respect of a Fixed Rate Extension Period (but the Charges in such period shall remain subject to Paragraph 2.4).

6.5 Following the expiry of a Fixed Rate Extension Period (and in absence of an additional Fixed Rate Extension Period applying), the Charges will continue at the same rates subject to Paragraph 5.19.

ANNEX 1 AIRTIME & SIMS CHARGES

A.1 SIMs Charges

Item	Description	Price per SIM per month (GBP)
M2M Voice and SMS SIM	M2M voice and SMS SIM with access to the M2M data bundle	■
M2M Data only SIM	M2M data only SIM with access to the M2M data bundle	■
M2M Voice and SMS eSIM	M2M voice and SMS eSIM with access to the M2M data bundle	■
M2M Data only eSIM	M2M data only eSIM with access to the M2M data bundle	■
M2M Data only UK roaming SIM	M2M data only SIM with access to the M2M UK roaming data bundle	■
M2M Data only UK roaming eSIM	M2M data only eSIM with access to the M2M UK roaming data bundle	■

Notes:

1. Monthly charges for any SIM commence on the date it is first connected and shall be billed in the next monthly invoice (pro rata charges shall apply).
2. Monthly charges for any SIM cease on disconnection date.
3. Charges set out in A.3, A.4, A.5 and A.6 do not apply to M2M data only SIMs or eSIMs with access to the M2M UK roaming data bundle.

A.2 Data Bundle Charges

Data Bundle Size (TB)	M2M data bundle price per month (GBP)	M2M UK roaming data bundle price per month (GBP)
1	■	■
2	■	■
5	■	■
10	■	■
15	■	■
20	■	■
30	■	■
50	■	■
70	■	■
100	■	■

Notes:

1. Monthly charges for any data bundle commence upon implementation of the data bundle. Both the charges and the associated data bundle shall be calculated on a pro-rata basis at the next billing date.
2. Monthly charges for any data bundle cease when the data bundle is ceased, or changed.
3. Data allowances for SIMs with access to the M2M data bundle or the M2M UK roaming data bundle are considered separately.

4. Each selected data bundle (M2M data bundle or M2M UK roaming data bundle as appropriate) defines the aggregate allowance for all data consumed by SIMs provided in accordance with the Agreement with access to the relevant data bundle and subject to the charges under A.1.
5. Bundles can be combined, e.g. 120 TB can be formed from 100 TB + 20 TB.
6. If data consumption in any month exceeds the currently selected bundle, excess data used for that month will be charged at [REDACTED] for the M2M data bundle and [REDACTED] for the M2M UK roaming data bundle.

A.3 Mobile Call Charges within the UK

UK Mobile Originating Calls (Charge per minute / per SMS)

Call Type	Charge (£)
O2 to O2	[REDACTED]
O2 to Other Network	[REDACTED]
O2 to Landline	[REDACTED]
O2 to O2 Mobile	[REDACTED]
Voicemail	[REDACTED]
Domestic Text	[REDACTED]

Notes:

1. Charges for all other call types, including premium rate and non-geographic number (NGN) services, [REDACTED]
2. If the Mobile Equipment supports internet-tethering then this will be included in the mobile data Services and internet-tethering usage w [REDACTED]
[REDACTED]

A.4 International Roaming Data Charges Outside of the Europe Zone

1. Mobile data roaming usage is measured in Kilobytes (KB). 1024 KB = 1 Megabyte (MB), 1024 MB = 1 Gigabyte (GB) and 1024 GB = 1 Terabyte (TB).
2. Mobile data roaming outside the Europe Zone will be charged in accordance with the following table:

Data Roaming Zone	Charge per MB (£)
Zone 1a	[REDACTED]
Zone 1b	[REDACTED]
Zone 2	[REDACTED]
Zone 3	[REDACTED]

A.5 UK Outbound International Call Charges (Charge per minute / per SMS)

1. International call Charges shall be charged in accordance with the following table:

Tariff Name	UK Outbound Calls (£)	UK Outbound SMS (£)
Zone 1	████	████
Zone 2	████	████
Zone 3	████	████
Zone 4	████	████
Zone 5	████	████
Zone 6	████	████

2. Calls and text messages from the UK to Jersey, Guernsey and the Isle of Man are charged at ██████████ or ██████████
3. In the table above, and the table below, Zone 1 and Zone 2 above together are the Europe Zone. Further Zone definitions are detailed in Annex 5 to this Schedule 5.1 (*Charges and Invoicing*).

A.6 International Roaming Call Charges (Charge per minute / per SMS)

1. Roaming calls and SMS messages will be charged in accordance with the following table:

Voice/SMS Call Roaming Zones	Back to UK (£)	In Country (£)	In Zone (£)	Out of Zone (£)	Received Roaming (£)	SMS Messages (£)
Zone 1	████	████	████	████	████	████
Zone 2	████	████	████	████	████	████
Zone 3	████	████	████	████	████	████
Zone 4	████	████	████	████	████	████
Zone 5	████	████	████	████	████	████
Zone 6	████	████	████	████	████	████

2. Voicemail retrieval calls made within the Europe Zone will be charged at ██████████
3. Charges for calls to UK premium rate and non-geographic number (NGN) services whilst roaming will be charged (i) in the Europe Zone at ██████████ or (ii) in the rest of the world at ██████████

ANNEX 2 CATALOGUE CHARGES

B.1 Data Link Charges

Item	Description	Installation cost per link (GBP)	Price per link per month (GBP)
Data Link and APN – 10R	10Mbit/s resilient Data Link and APN delivered via 2 redundant paths to separate termination points at a data centre location within Greater London	██████	██████
Data Link and APN – 10	10Mbit/s Data Link and APN delivered to a data centre location within Greater London	██████	██████
Data Link and APN – 20R	20Mbit/s resilient Data Link and APN delivered via 2 redundant paths to separate termination points at a data centre location within Greater London	██████	██████
Data Link and APN – 20	20Mbit/s Data Link and APN delivered to a data centre location within Greater London	██████	██████
Data Link and APN – 100R	100Mbit/s resilient Data Link and APN delivered via 2 redundant paths to separate termination points at a data centre location within Greater London	██████	██████
Data Link and APN – 100	100Mbit/s Data Link and APN delivered to a data centre location within Greater London	██████	██████
VPN via internet	Varies depending on scope.	██████ ██████ ██████ ██████	-
Additional APNs	Additional APN	██████	██████

Notes:

1. Monthly charges for any data link commence upon delivery of data link.
2. Monthly charges for any data link cease upon termination of data link.

Item	Description	Supply & installation per unit (GBP)	Price per unit per month (GBP)
Cellular Router	A cellular router using the mobile network to provide local Wi-Fi or ethernet access to the internet.	██████	██████
Cellular WAN Extender	A cellular WAN extender using the mobile network to provide local Wi-Fi or ethernet access to the Customer's WAN.	██████	██████

Notes:

1. Charges commence on delivery/ installation.
2. Monthly SIM charges and charges for the applicable data bundle apply in accordance with Annex 1.

ANNEX 3 OTHER CHARGES

C.1 Coverage Uplift Charges

Coverage Uplift Charges shall be agreed between the Parties in accordance with the Variation Procedure, and, without limiting Schedule 6.2 (*Variation Procedure*), any Supplier Proposal shall at a minimum include a technical description of the relevant coverage uplift solution, proposed implementation plan and detailed cost breakdown including implementation and ongoing costs.

Cost breakdowns shall refer to the reference pricing provided in the table below, including an explanation of any variations to the reference pricing applicable to the Supplier Proposal.

Item	Description	Total price (GBP)
Coverage Uplift – Reference 1	Design, delivery and installation cost of Coverage Uplift for a main Customer office assuming an in-building solution with 40 antennas. Passive DAS for all technologies – 2x2 MIMO configuration (2 transmit and receive paths). [REDACTED]	[REDACTED]
Reference 1 Upgrade Solution Option including small cell overlay for 5G	Passive DAS for technologies up to and including 4G with an indoor small cell overlay for 5G. This ensures the 5G has a 4x4 MIMO configuration (4 transmit and receive paths) to maximise capacity and data speeds. [REDACTED]	[REDACTED]
Reference 1 New Solution	Passive DAS for all technologies – 2x2 MIMO configuration (2 transmit and receive paths). [REDACTED]	[REDACTED]
Reference 1 New Solution Option including small cell overlay for 5G	Passive DAS for technologies up to and including 4G with an indoor small cell overlay for 5G. This ensures the 5G has a 4x4 MIMO configuration (4 transmit and receive paths) to maximise capacity and data speeds. [REDACTED]	[REDACTED]
Coverage Uplift – Reference 2	Design, delivery and installation cost of Coverage Uplift for a bus garage assuming 4 picocells. Passive DAS for all technologies – 2x2 MIMO configuration (2 transmit and receive paths). [REDACTED]	[REDACTED]
Reference 2 Upgrade Solution Option including small cell overlay for 5G	Passive DAS for technologies up to and including 4G with an indoor small cell overlay for 5G. This ensures the 5G has a 4x4 MIMO configuration (4 transmit and receive paths) to maximise capacity and data speeds. [REDACTED]	[REDACTED]
Reference 2 New Solution	Passive DAS for all technologies - 2x2 MIMO configuration (2 transmit and receive paths). [REDACTED]	[REDACTED]
Reference 2 New Solution Option	Passive DAS for technologies up to and including 4G with an indoor small cell overlay for 5G. This ensures the 5G has a 4x4 MIMO configuration (4 transmit and receive paths) to	[REDACTED]

including small cell overlay for 5G	maximise capacity and data speeds. [REDACTED]	
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Notes:

1. The reference prices represent the total cost of implementation and delivery.
2. Any Coverage Uplift solution is subject to survey.

**ANNEX 4
RATE CARD**

Role description	Price/hour (GBP)	Price per 7.5- hour day (GBP)
Lead TDA	██████	██████
Senior Engineer	██████	██████
Engineer	██████	██████
Project Management	██████	██████
Project Coordinator	██████	██████
Service Transition Manager	██████	██████
Exit Manager	██████	██████

Notes:

1. Rates identified are applicable to work during normal business hours: Monday–Friday, 9:00–17:00. A multiplier of 1.5 applies to out-of-hours work on weekdays and a multiple of 2 applies to work carried out at weekends or during bank holidays.

ANNEX 5 COUNTRIES BY ZONE

Countries by zone as at the Effective Date are shown in the tables below.

Data Roaming Zones (applicable to A.4)

Rest of World - Data Roaming Zones			
Zone 1a	Zone 1b	Zone 2	Zone 3
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Canada	Afghanistan	Algeria	Abkhazia
USA	Albania	Azerbaijan	Andorra
	Anguilla	Bahrain	Angola
	Antigua and Barbuda	Bora Bora	Armenia
	Argentina	Bosnia and Herzegovina	Belize
	Aruba	Burundi	Bolivia
	Australia	Chad	Brunei Darussalam
	Bahamas	Congo	Cambodia
	Bangladesh	Democratic Republic of Congo	Cuba
	Barbados	Equatorial Guinea	Iran
	Belarus	Falkland Islands	Jordan
	Benin	Faroe Islands	Lebanon
	Bermuda	Fiji	Liberia
	Botswana	French Polynesia	Libya
	Brazil	Gambia	Maldives
	Burkina Faso	Georgia	Mali
	Cameroon	Iraq	Mauritania
	Cape Verde	Kosovo	Mauritius
	Cayman Islands	Macau	Mongolia
	Chile	Malawi	Mozambique
	China	Moorea	Namibia
	Christmas Island	Morocco	Nepal
	Cocos Islands	Niger	North Cyprus
	Colombia	Oman	Northern Mariana Islands
	Costa Rica	Pakistan	Palau
	Cote d'Ivoire	Papua New Guinea	Palestinian Authority

	Curacao	Sierra Leone	Puerto Rico
	Dominica	Swaziland	Saint Pierre and Miquelon
	Dominican Republic	Tahiti	Senegal
	Ecuador	Tanzania	Sint Maarten
	Egypt	Tokelau	Solomon Islands
	El Salvador	Tonga	South Sudan
	Gabon	Uzbekistan	St Helena
	Ghana	Vanuatu	Sudan
	Greenland		Tajikistan
	Grenada		Tunisia
	Guatemala		Turkmenistan
	Guinea		Tuvalu
	Guinea-Bissau		US Virgin Islands
	Guyana		Vietnam
	Honduras		Wallis & Futuna
	Hong Kong		Zimbabwe
	India		
	Indonesia		
	Israel		
	Jamaica		
	Japan		
	Kazakhstan		
	Kenya		
	Korea (South)		
	Kuwait		
	Macedonia		
	Madagascar		
	Malaysia		
	Mexico		
	Moldova		
	Montenegro		
	Montserrat		
	Myanmar		
	Netherlands Antilles		
	New Zealand		

	Nicaragua		
	Nigeria		
	Panama		
	Paraguay		
	Peru		
	Philippines		
	Qatar		
	Russia		
	Rwanda		
	Saint Kitts and Nevis		
	St Lucia		
	St. Vincent and the Grenadines		
	Samoa		
	Saudi Arabia		
	Serbia		
	Seychelles		
	Singapore		
	South Africa		
	Sri Lanka		
	Suriname		
	Taiwan		
	Thailand		
	Togo		
	Trinidad and Tobago		
	Turkey		
	Turks and Caicos Islands		
	Uganda		
	Ukraine		
	United Arab Emirates		
	Uruguay		
	Venezuela		
	Yemen		
	Zambia		

UK Outbound Call Zones (applicable to A.5)

International Voice Zones (UK Outbound)					
Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
Ascension Islands	Andorra	Albania	Canada	Australia	Abkhazia
Ireland	Ascension	Algeria	United States of America	Hong Kong	Afghanistan
	Austria	Bosnia and Herzegovina		Japan	Angola
	Belgium	Kosovo		Malaysia	Anguilla
	Bulgaria	Libya		New Zealand	Antigua and Barbuda
	Croatia	Macedonia		Singapore	Argentina
	Cyprus	Montenegro		South Africa	Armenia
	Czech Republic	Morocco			Aruba
	Denmark	Serbia			Azerbaijan
	Estonia	Tunisia			Bahamas
	Faroe Islands	Turkey			Bahrain
	Finland				Bangladesh
	France				Barbados
	Germany				Belarus
	Gibraltar				Belize
	Greece				Benin
	Hungary				Bermuda
	Iceland				Bhutan
	Italy				Bolivia
	Latvia				Botswana
	Liechtenstein				Brazil
	Lithuania				Brunei
	Luxembourg				Burkina Faso
	Malta				Burundi
	Monaco				Cambodia
	Netherlands				Cameroon
	Norway				Cape Verde
	Poland				Cayman Islands

	Portugal				Central African Republic
	Romania				Chad
	San Marino				Chile
	Slovakia				China
	Slovenia				Colombia
	Spain				Comoros
	Sweden				Congo
	Switzerland				Costa Rica
					Cote d'Ivoire
					Cuba
					Curacao
					Democratic Republic of Congo
					Diego Garcia
					Djibouti
					Dominica
					Dominican Republic
					East Timor
					Ecuador
					Egypt
					El Salvador
					Equatorial Guinea
					Eritrea
					Ethiopia
					Falkland Islands
					Fiji
					French Guiana
					French Polynesia
					Gabon
					Gambia
					Georgia
					Ghana
					Greenland
					Grenada
					Guadeloupe
					Guam
					Guatemala

					Guinea
					Guinea-Bissau
					Guyana
					Haiti
					Honduras
					India
					Indonesia
					Iran
					Iraq
					Israel
					Jamaica
					Jordan
					Kazakhstan
					Kenya
					Kiribati
					Korea (South)
					Kuwait
					Kyrgyzstan
					Laos
					Lebanon
					Lesotho
					Liberia
					Macau
					Madagascar
					Malawi
					Maldives
					Mali
					Marshall Islands
					Martinique
					Mauritania
					Mauritius
					Mayotte
					Mexico
					Micronesia
					Moldova
					Mongolia
					Montserrat
					Mozambique
					Myanmar
					Namibia

					Nauru
					Nepal
					Netherlands Antilles
					New Caledonia
					Nicaragua
					Niger
					Nigeria
					Niue
					Norfolk Island
					North Korea
					Oman
					Pakistan
					Palau
					Palestinian Authority
					Panama
					Papua New Guinea
					Paraguay
					Peru
					Philippines
					Puerto Rico
					Qatar
					Republic of the Cook Islands
					Reunion
					Russian Federation
					Rwanda
					Saint Kitts and Nevis
					Saint Maarten
					Samoa
					Sao Tome & Principe
					Satellite
					Saudi Arabia
					Senegal
					Seychelles
					Sierra Leone
					Solomon Islands

					Somalia
					South Sudan
					Sri Lanka
					St Helena
					St Lucia
					St Pierre & Miqueon
					St Vincent and the Grenadines
					Sudan
					Suriname
					Swaziland
					Syria
					Taiwan
					Tajikistan
					Tanzania
					Thailand
					Togo
					Tokelau
					Tonga
					Trinidad and Tobago
					Turkmenistan
					Turks and Caicos Islands
					Tuvalu
					Uganda
					Ukraine
					United Arab Emirates
					Uruguay
					US Virgin Islands
					Uzbekistan
					Vanuatu
					Venezuela
					Vietnam
					Virgin Islands (GBR)
					Wallis & Futuna
					Yemen
					Zambia
					Zimbabwe

Europe Roaming
Europe Zone
[REDACTED]
Austria
Azores
Belgium
Bulgaria
Canary Islands
Croatia
Cyprus
Czech Republic
Denmark
Estonia
Finland
France
French Guiana
Germany
Gibraltar
Greece
Guadeloupe
Guernsey
Hungary
Iceland
Ireland
Isle of Man
Italy
Jersey
Latvia
Liechtenstein
Lithuania
Luxembourg
Madeira
Malta
Martinique

Mayotte
Monaco
Netherlands
Norway
Poland
Portugal
Reunion
Romania
Saint Barthelemy
Saint Martin
San Marino
Slovakia
Slovenia
Spain
Sweden
Switzerland
Vatican City

Voice/SMS Call Roaming Zones (applicable to A.6)

Rest of World - Voice Roaming Zones			
Zone 3	Zone 4	Zone 5	Zone 6
Albania	Canada	Australia	Abkhazia
Bosnia and Herzegovina	USA	Christmas Island	Afghanistan
Macedonia		Cocos Islands	Algeria
Montenegro		Hong Kong	American Samoa
Morocco		Malaysia	Andorra
North Cyprus		New Zealand	Angola
Serbia		Singapore	Anguilla
Tunisia		South Africa	Antigua and Barbuda
Turkey			Argentina
			Armenia

			Aruba
			Azerbaijan
			Bahamas
			Bahrain
			Bangladesh
			Barbados
			Belarus
			Belize
			Benin
			Bermuda
			Bhutan
			Bolivia
			Bora Bora
			Botswana
			Brazil
			British Virgin Islands
			Brunei Darussalam
			Burkina Faso
			Burundi
			Cambodia
			Cameroon
			Cape Verde
			Cayman Islands
			Central African Republic
			Chad
			Chile
			China
			Colombia
			Comoros
			Congo
			Cook Islands
			Costa Rica
			Cote d'Ivoire
			Cuba
			Curacao
			Democratic Republic of Congo

			Djibouti
			Dominica
			Dominican Republic
			East Timor
			Ecuador
			Egypt
			El Salvador
			Equatorial Guinea
			Eritrea
			Ethiopia
			Falkland Islands
			Faroe Islands
			Fiji
			French Polynesia
			Gabon
			Gambia
			Georgia
			Ghana
			Greenland
			Grenada
			Guam
			Guatemala
			Guinea
			Guinea-Bissau
			Guyana
			Haiti
			Honduras
			India
			Indonesia
			Iran
			Iraq
			Israel
			Jamaica
			Japan
			Jordan
			Kazakhstan
			Kenya
			Kiribati
			Korea (South)

			Kosovo
			Kuwait
			Kyrgyz Republic
			Laos
			Lebanon
			Lesotho
			Liberia
			Libya
			Macau
			Madagascar
			Malawi
			Maldives
			Mali
			Marshall Islands
			Mauritania
			Mauritius
			Mexico
			Micronesia
			Moldova
			Mongolia
			Montserrat
			Moorea
			Mozambique
			Myanmar
			Namibia
			Nauru
			Nepal
			Netherlands Antilles
			New Caledonia
			Nicaragua
			Niger
			Nigeria
			Niue
			Norfolk Island
			North Korea
			Northern Mariana Islands
			Oman
			Pakistan
			Palau

			Palestinian Authority
			Panama
			Papua New Guinea
			Paraguay
			Peru
			Philippines
			Puerto Rico
			Qatar
			Russia
			Rwanda
			Saint Kitts and Nevis
			Saint Pierre and Miquelon
			Sao Tome & Principe
			Saudi Arabia
			Senegal
			Seychelles
			Sierra Leone
			Sint Maarten
			Solomon Islands
			Somalia
			South Sudan
			Sri Lanka
			St Helena
			St Lucia
			St Vincent and the Grenadines
			Sudan
			Suriname
			Swaziland
			Syria
			Tahiti
			Taiwan
			Tajikistan
			Tanzania
			Thailand
			Togo
			Tokelau

			Tonga
			Trinidad and Tobago
			Turkmenistan
			Turks and Caicos Islands
			Tuvalu
			Uganda
			Ukraine
			United Arab Emirates
			Uruguay
			US Virgin Islands
			Uzbekistan
			Vanuatu
			Venezuela
			Vietnam
			Wallis & Futuna
			Western Samoa
			Yemen
			Zambia
			Zimbabwe



[GLA Entity]
and
TELEFONICA UK LIMITED

**Agreement for the provision of
Mobile Services Lot 2
Schedule 6.1
Governance**

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ANNEX 1 GOVERNANCE FORUMS 7

1. INTRODUCTION

- 1.1 The purpose of this Schedule 6.1 is:
- 1.1.1 to set out the governance structure for this Agreement, the roles and responsibilities of both Parties to maintain an effective working relationship and the type, content and frequency of management review meetings to be held; and
 - 1.1.2 to ensure that the Parties seek to work in a collaborative manner, looking for clarity and simplicity in the governance of this Agreement.
- 1.2 The objectives of this Schedule 6.1 are to establish and maintain an effective mechanism to, non-exhaustively:
- 1.2.1 consistently review the delivery of quality and cost-effective Services by the Supplier to the Customer, each as set out in this Agreement and facilitated by the Commercial Review Meeting and Service Review Meeting;
 - 1.2.2 determine, assess and prioritise changes to the Services to support the Customer's changing business objectives;
 - 1.2.3 ensure the Services are assessed, reviewed and (to the extent reasonably practicable in accordance with this Agreement) improved on a continuous basis;
 - 1.2.4 ensure that all risks and issues relating to the Services are identified and managed appropriately by the Supplier and the Customer;
 - 1.2.5 arrive at informed decisions throughout the lifetime of this Agreement;
 - 1.2.6 build upon, consolidate and strengthen business and working relationships between the Supplier and the Customer; and
 - 1.2.7 ensure that any contentious issue, difference or question of interpretation relating to the Services or arising out of or in connection with this Agreement is identified in advance and managed by the Parties to reduce the risk of such issue, difference or question of interpretation developing into a Dispute,
- (each such objective being a "**Customer Objective**").
- 1.3 In addition to the governance processes set out in this Schedule 6.1, there are certain governance processes in relation to particular requirements which may be set out in the other Schedules to this Agreement.
- 1.4 For the avoidance of doubt, in the event an issue or Dispute in relation to the Services is referred through the governance process set out in this Schedule 6.1, such referral shall not prejudice any other right of a Party to exercise or claim the benefit of any other remedy available to it pursuant to this Agreement.

2. GOVERNANCE OBJECTIVES

- 2.1 The objectives of the Governance Forums shall be to:
- 2.1.1 ensure the strategic alignment of the Services, their architecture and direction with the Customer's business needs;
 - 2.1.2 help set strategic priorities for the Services and investment;
 - 2.1.3 ensure that technology is appropriately used to support Service Recipients and the Customer's changing business needs;
 - 2.1.4 monitor and improve the Supplier's performance;
 - 2.1.5 monitor control of quality, timeliness of delivery, value for money and the effectiveness of Services delivered by the Supplier;
 - 2.1.6 administer and manage the mechanisms contained in this Agreement to ensure that the Supplier meets its obligations under this Agreement;
 - 2.1.7 ensure all information relating to this Agreement, including financial information and service information, is available for audit as required by this Agreement; and

- 2.1.8 leverage the Supplier's capabilities for the benefit of the Customer, (each such objective being a "**Customer Objective**").
- 2.2 If reasonably requested by the Customer, the Supplier shall ensure that it attends governance bodies other than the Governance Forums from time to time and that the Supplier's representatives are empowered to resolve issues arising at such governance bodies.
3. **GENERAL GOVERNANCE PRINCIPLES**
- 3.1 The governance structure described in this Schedule 6.1 shall apply to all issues arising under this Agreement. In applying the governance structure, the Parties shall comply with the following guiding principles:
- 3.1.1 the Parties shall focus on the identification and resolution of the issues that will determine the long-term success of the relationship;
- 3.1.2 issues should be discussed with counterparts in advance of Governance Forum meetings so that meeting time can be focused on resolution, action planning or guidance;
- 3.1.3 the Parties shall adopt a "fix first" approach to prioritising the timely Achievement of Milestones, and shall not unnecessarily precondition such activities on, or otherwise delay such activities pending, the resolution of contentious issues, questions of interpretation and Disputes; and
- 3.1.4 without prejudice to any other provisions in this Agreement, all contacts and interaction between the Supplier and the Customer are managed in line with the governance structure.
- 3.2 The Parties shall work together to ensure that the number and membership of Governance Forums will be kept to the minimum necessary to meet the principal objectives of the Governance Forums.
- 3.3 The various Governance Forums shall develop their own processes to support their functions.
4. **GOVERNANCE FORUMS**
- 4.1 This Agreement shall be governed by the Governance Forums. The Governance Forums shall be as follows:
- 4.1.1 Commercial Review Meeting;
- 4.1.2 Service Review Meeting; and
- 4.1.3 Dispute Review Meeting.
5. **PURPOSE OF THE GOVERNANCE FORUMS**
- 5.1 Without limiting Paragraph 2.3 of Schedule 2B (*Service Levels*):
- 5.1.1 the Commercial Review Meeting shall be responsible for reviewing:
- (A) contractual compliance;
- (B) contract risks, issues and escalations;
- (C) Variations;
- (D) progress on any relevant Corrective Action Notices and Corrective Action Plans;
- (E) charging, value for money, invoicing and financial reporting matters; and
- (F) outstanding and emerging Disputes (but if any Dispute cannot be resolved by the Commercial Review Meeting, then the Dispute will be escalated to, and reviewed by, the Dispute Review Meeting; and

- (G) any other matters which this Agreement stipulates, or which the Parties agree, will be reviewed by such meeting;
- 5.1.2 the Service Review Meeting shall be responsible for reviewing:
- (A) Service performance (including Transition), including in relation to performance against Service Levels (without prejudice to Paragraph 2.3 of Schedule 2B (*Service Levels*)), Milestones and any other performance indicators;
 - (B) Incidents; and
 - (C) any other matters which this Agreement stipulates, or which the Parties agree, will be reviewed by such meeting; and
- 5.1.3 the Dispute Review Meeting shall be responsible for reviewing Disputes that have not been resolved in, or that have been escalated to the Dispute Review Meeting by, the Commercial Review Meeting.
- 6. MEETINGS OF THE GOVERNANCE FORUMS**
- 6.1 The Parties shall hold Governance Forums in accordance with the requirements set out in this Schedule 6.1 and the details specified in Annex 1 (*Governance Forums*).
- 6.2 The Parties shall ensure that their respective representatives attend nominated Governance Forums and that the representatives are empowered to resolve issues before them. Where absolutely necessary due to annual leave commitments, sickness or ill health, deputies may attend, provided that they are delegated with comparable levels of authority and empowerment.
- 6.3 Each respective Governance Forum shall discuss in good faith, and the Customer shall reasonably decide on:
- 6.3.1 arrangements for attendance at Governance Forums including whether the Governance Forums will require physical presence and their location (which shall be at the Customer's premises in London unless otherwise determined by the chair) and timing;
 - 6.3.2 the meeting quorum (but in any case, each meeting shall be attended by at least one (1) attendee from both the Supplier and the Customer);
 - 6.3.3 the format and running of the meeting including format and requirements for presentations and manner of the resolution of debates;
 - 6.3.4 communication of major decisions and issues;
 - 6.3.5 the arrangements for circulation of agendas; and
 - 6.3.6 the arrangements for minute-taking, agreement and distribution.
- 6.4 The chair of each Governance Forum will decide on:
- 6.4.1 arrangements for attendance at Governance Forums including whether the Governance Forums will require physical presence and their location (which shall be at the Customer's premises in London unless otherwise determined by the chair) and timing;
 - 6.4.2 the meeting quorum;
 - 6.4.3 the format and running of the meeting including format and requirements for presentations, manner of the resolution of debates;
 - 6.4.4 the arrangements for circulation of agendas; and
 - 6.4.5 the arrangements for minute-taking, agreement and distribution.
- 6.5 If a Party wishes to discuss any additional matters at, or for any additional attendees or deputies to attend, a Governance Forum, it shall use reasonable endeavours to give the other Party at least three (3) Working Days' written notice before the relevant Governance Forum is scheduled to occur.

7. CHANGES TO THIS SCHEDULE

- 7.1 If the Customer's internal organisational structures or roles change, it may raise a Variation to update this Schedule 6.1 accordingly (at no additional cost to the Customer, to the extent that the change relates to updating the details of structure of, responsibilities of and any other processes associated with any Governance Forum) and the Supplier shall not unreasonably withhold, condition, or delay its consent to such Variation.
- 7.2 the Customer may, by written notice (which shall not be treated as a Variation), change the Customer Attendees for a Governance Forum.
- 7.3 Without prejudice to Clauses 13.3 to 13.6 (*Key Personnel*), where the name or identity of an Attendee to a Governance Forum changes, the relevant Party shall give written notice of the same to the other Party as soon as possible following such change.

**ANNEX 1
GOVERNANCE FORUMS**

1. COMMERCIAL REVIEW MEETING

Attendees	For the Customer:	Commercial Manager Senior Sourcing/ Category Manager (optional)
	For the Supplier:	VMO2 Client Director VMO2 Client Manager
	Chair	Customer
Start date for Meeting	First month after the Service Commencement Date	
Frequency	Monthly, or at such other times as agreed between the Parties	
Inputs	<ul style="list-style-type: none"> • Previous minutes and actions and reports as specified in this Agreement • Supplier performance review • Contractual compliance • Progress on any relevant Corrective Action Notices and Corrective Action Plans • Contract risks, issues and escalations • Outstanding and new contentious issues, differences or questions of interpretation and Disputes • Commercial savings/benefits • Market update/innovative changes • Any other matters which this Agreement stipulates, or which the Parties agree to include 	
Outputs	<ul style="list-style-type: none"> • Minutes of meeting including actions and decisions • Agreed Service improvements • Resolution of Disputes 	

2. SERVICE REVIEW MEETING

Attendees	For the Customer:	Senior Service Performance Manager – End User Computing Service Performance Manager – End User Computing
	For the Supplier:	VMO2 Service Delivery Manager VMO2 Client Manager
	Chair	Customer
Start date for Meeting	First month after the Service Commencement Date	
Frequency	Monthly, or at such other times as agreed between the Parties	
Inputs	<ul style="list-style-type: none"> • Previous minutes and actions and reports as specified in this Agreement • Service Performance reports (including as tracked against Service Levels, Milestones and any other performance indicators agreed between the parties) • Usage • Progress against Transition plan • Any other matters which the Agreement stipulates, or which the Parties agree to include 	
Outputs	<ul style="list-style-type: none"> • Minutes of the meeting including actions and decisions 	

3. **DISPUTE REVIEW MEETING**

Attendees	For the Customer:	Customer Representative
	For the Supplier:	VMO2 Service Delivery Manager VMO2 Team SDM Manager VMO2 Client Manager VMO2 Client Director
	Chair	Customer
Start date for Meeting	N/A	
Frequency	Promptly following a relevant Dispute arising	
Inputs	<ul style="list-style-type: none"> • Issues list describing the relevant Dispute • Previous resolution or associated action plan for a previous Dispute (if applicable) • Relevant minutes of the meeting including actions and decisions from a Commercial Review Meeting in relation to the Dispute (if any) 	
Outputs	<ul style="list-style-type: none"> • Minutes of the meeting including actions and decisions • Resolution of Disputes including temporary or final resolution and associated action plan • Agreed timescales for implementation of the resolution and associated action plan • Agreed next steps regarding review of effectiveness of resolution or associated action plan to resolve the Dispute 	



[GLA Entity]
and
TELEFONICA UK LIMITED

**Agreement for the provision of
Mobile Services Lot 2
Schedule 6.2
Variation Procedure**

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1. **INTRODUCTION**

1.1 The purpose of this Schedule 6.2 is to set out:

- 1.1.1 the processes for requesting, considering and implementing Variations;
- 1.1.2 the types of Variations;
- 1.1.3 the basis for pricing Variations; and
- 1.1.4 the requirements for the Supplier to report and improve the accuracy and precision of Variation Pricing.

1.2 The objectives of this Schedule 6.2 are to:

- 1.2.1 enable the Customer to operate in a dynamic environment, seeking to respond to the changing demands of its Service Recipients;
- 1.2.2 ensure that the Customer has the ability to vary the Services or their performance to meet the Customer's business needs and to continue to develop and, potentially, expand the scope of the Services; and
- 1.2.3 require the Supplier to ensure that all relevant Documents are promptly updated with Variation details as part of the delivery of that Variation,

1.3 (each such objective being a "**Customer Objective**").

2. **COSTS FOR PREPARATION OF VARIATIONS**

2.1 The Supplier shall not, in relation to a Variation, be entitled to charge any costs in respect of resources which have already been included as part of the Charges.

2.2 Each Party shall pay its own costs and expenses, in each case of any nature whatsoever, incurred in connection with the investigation, preparation or negotiation of each Customer Proposed Variation or Supplier Proposed Variation, and otherwise in connection with any acts, omissions, documentation, notices, proposals or correspondence in connection with agreement on, or determination in accordance with the provisions of Schedule 6.3 (*Dispute Resolution Procedure*) of, the terms of any Variation. Such costs and expenses shall not be taken into account (or be included by the Supplier) in costing any Variation.

2.3 The Supplier shall not be entitled to recover any costs incurred in the event that a Customer Proposed Variation or Supplier Proposed Variation is not given Variation Approval.

3. **VARIATION PROCEDURE**

Overview

3.1 Each Party may at any time request a Variation to the Services. The other Party shall not be obliged to approve such Variation.

Types of Variations

3.2 Variations shall be categorised as one of the following:

- 3.2.1 a Variation request issued by the Customer (a "**Customer Proposed Variation**");
or
- 3.2.2 a Variation proposed by the Supplier (a "**Supplier Proposed Variation**").

Variation Notices

3.3 If the Customer wishes to implement a Variation then the Customer shall give notice to the Supplier of a Customer Proposed Variation (each a "**Variation Notice**") in the form set out in Annex 1 (*Variation Notice*).

3.4 The Variation Notice shall set out:

- 3.4.1 the scope of the Variation, including any specific deliverables required to be provided by the Supplier;

- 3.4.2 any constraints on the implementation and/or delivery of the Variation to the Services;
 - 3.4.3 the timetable for implementation of the Variation;
 - 3.4.4 any additional clauses required pursuant to Clause 15.4 (*Intellectual Property Rights*), relating to any IPR being created; and
 - 3.4.5 whether the Customer considers that the Variation is a chargeable Variation and if so, the pricing model.
- 3.5 The Customer may propose such contractual incentive provisions in accordance with Paragraph 4 as the Customer considers appropriate (subject to the requirements of Applicable Law).

Supplier Proposals

- 3.6 The Supplier shall, in response to each Variation Notice, issue a Supplier Proposal. The Supplier shall deliver to the Customer a Supplier Proposal within twenty (20) Working Days (or such other period agreed in writing by the Customer acting reasonably) from the date of delivery of the relevant Variation Notice.
- 3.7 Where more than one (1) of the Supplier Proposals required to be delivered under Paragraph 3.6 in any consecutive three (3) months fail to be submitted within twenty (20) Working Days (or such other period agreed in writing by the Customer acting reasonably) from the date of delivery of the relevant Variation Notice, the Supplier shall prepare and issue a Corrective Action Plan (and the Customer shall be deemed to have issued a Corrective Action Notice in respect thereof).
- 3.8 If the Supplier reasonably considers that the Variation Notice does not contain sufficient information to enable the Supplier to prepare a Supplier Proposal and the Supplier does not have access to such information which is essential in the preparation of the Supplier Proposal then the Supplier shall notify the Customer promptly and in any event within five (5) Working Days from receipt of the Variation Notice, providing a full explanation of the information required and why it is essential for the preparation of the Supplier Proposal (a "Request for Further Information"). The Customer shall either:
- 3.8.1 provide the information requested and extend the period for the submission of the Supplier Proposal by a period equal to the difference between the date when the Customer received the Request for Further Information and the date on which the Customer provided the information requested by the Supplier (or such other period agreed in writing by the Customer acting reasonably); or
 - 3.8.2 provide reason(s) why the Customer does not consider the information to be required, in which case the period for the submission of the Supplier Proposal shall remain unchanged.
- 3.9 The Supplier Proposal shall, as a minimum, include:
- 3.9.1 the proposed method of implementing the Variation;
 - 3.9.2 which Supplier Personnel (for example, number and functional expertise) will be required to implement the Variation and any assumptions used in deriving the number of Supplier Personnel required per role, for example, number of hours worked per day;
 - 3.9.3 the effect (if any) on the timing of the performance of other obligations under this Agreement (including the effect (if any) on any relevant Milestone Dates);
 - 3.9.4 the impact or possible impact of the proposed Variation on the provision of the Services (including without limitation all possible risks or issues associated with or resulting from the Variation);
 - 3.9.5 the anticipated Supplier responsibilities;
 - 3.9.6 the value and scope of Services being provided via any potential Sub-contract; and

3.9.7 the financial consequences of implementing the Variation,
(together, the "**Variation Pricing**").

Customer Variation review

- 3.10 Within ten (10) Working Days of the submission to the Customer by the Supplier of a Supplier Proposal, the Customer shall notify the Supplier whether or not it agrees with the contents of the Supplier Proposal, including the Variation Pricing.
- 3.11 If the Customer agrees with a Supplier Proposal, it shall issue a Variation Approval in accordance with Paragraph 3.15.
- 3.12 If the Customer does not agree with the Supplier Proposal the Parties shall first attempt to resolve the disagreement in good faith and shall negotiate to agree the required changes.
- 3.13 The Supplier shall, within five (5) Working Days from the date of the Customer's notification to the Supplier pursuant to Paragraph 3.10 that it does not agree with the Supplier Proposal, provide to the Customer in writing an updated Supplier Proposal and the Customer shall, within five (5) Working Days notify the Supplier whether or not it agrees with such updated Supplier Proposal.
- 3.14 If, within ten (10) Working Days (or such other period as may be agreed by the Parties in advance and in writing) from the date of the Customer's notification to the Supplier pursuant to Paragraph 3.13 stating that the Customer does not agree with the updated Supplier Proposal, the Customer and the Supplier fail to agree, then the Customer may escalate the matter to the Commercial Review Meeting.

Variation Approval

- 3.15 The Supplier shall not implement any Customer Proposed Variation or Supplier Proposed Variation until the Customer has issued a notice (the "**Variation Approval**"). The Customer shall not at any time be obliged to issue a Variation Approval in respect of any Customer Proposed Variation or Supplier Proposed Variation.
- 3.16 The Supplier shall accept a copy of the Variation Approval as formal authorisation from the Customer to proceed with a Variation.

Implementation of a Variation

- 3.17 Following a Variation Approval, the Supplier shall immediately proceed with the relevant Variation.

Settlement of Variations

- 3.18 Any additional charges payable in respect of a Variation, and any associated payment milestones, shall be identified in the Supplier Proposal.

4. Variation Pricing

- 4.1 The Supplier shall ensure that all elements of Variation Pricing for each Variation complies with the requirements set out in this Paragraph 4 as well as in Schedule 5.1 (*Charges and Invoicing*).

General principles

- 4.2 The Supplier shall use its reasonable endeavours to minimise the cost impact on the Customer associated with Variations.
- 4.3 In preparing a Supplier Proposal the Supplier shall provide the Charges to carry out the Variation which shall:
 - 4.3.1 be based on and reflect the Charges set out in Schedule 5.1 (*Charges and Invoicing*); and
 - 4.3.2 comply with the requirements of this Schedule 6.2.
- 4.4 The Supplier shall not:

- 4.4.1 increase the Charges on account of a Variation if the Variation can be implemented using the Supplier's then-current resources covered by the existing Charges or if the proposed Variation relates to the introduction of a new service which can be provided within the existing Charges;
 - 4.4.2 charge for costs not reasonably and properly incurred by it;
 - 4.4.3 charge cost overruns caused by a failure of the Supplier to comply with the requirements of this Agreement or to use reasonable care and skill to provide the Services; and
 - 4.4.4 charge costs to remedy any defect or Incident caused by a failure of the Supplier to comply with the requirements of this Agreement or to use reasonable care and skill to provide the Services.
- 4.5 Without prejudice to other provisions of this Agreement the Supplier shall, when submitting a Supplier Proposal, or before referring any matter for determination pursuant to Schedule 6.3 (*Dispute Resolution Procedure*) or when implementing any Variation (as the context requires):
- 4.5.1 submit a statement to the Customer of its proposed method of implementing the Variation, demonstrating the steps which it has taken to minimise the costs of doing so;
 - 4.5.2 if reasonably required by the Customer, demonstrate that it has complied with Schedule 5.1 (*Charges and Invoicing*) in relation to the Variation Pricing included in the Supplier Proposal and that this represents value for money having due regard to the Supplier's other obligations under this Agreement; and
 - 4.5.3 shall not in its Supplier Proposal make any claim that it is excused from any liability other than on the same grounds and to the same extent as it would have been excused from liability for performing its obligations under this Agreement (before the proposed Variation took effect).
- 4.6 The Customer may provide the Supplier with information in relation to possible future Variations to enable the Supplier to take into account such future possible Variation in planning its operation so as to reduce the costs of implementing such Variations in the future. The Supplier shall be obliged to reduce such costs to the extent practicable, having regard to the timing and quality of the information provided by the Customer, provided that the Customer has stated in writing that a particular possible future Variation should be taken into account in preparing the Supplier Proposal unless the Supplier notifies the Customer in writing that such an approach would result in the Supplier incurring material additional costs, expenses or disruption and provides evidence of the same.
- 4.7 The Supplier shall identify in the Supplier Proposal any impact the implementation of the Variation will have to the existing Charges.

ANNEX 1
VARIATION NOTICE

Variation No. [XXXX]	Date [DD-MMM-YY]
VARIATION TITLE:	
Supplier: [Insert Supplier name] (Contract name and reference no. to be included in header)	
Cost Model: Fixed Price / Cost Reimbursable (delete as appropriate)	
Bounded Mechanisms: Profit Retention / Shared Risk Pot / Exceptional Bonus / Delay Payments / Tapering Charges / Charge Adjustment Points (delete as appropriate)	

Project Manager	Service Delivery Manager	Contract Manager
[Insert Project Manager Name]	[Insert Service Delivery Manager Name]	[Insert Contract Manager Name]

Summary	
<p>➤ Scope of Variation to the Services <i>Insert a concise summary of the scope of the Variation to the Services, including any specific Deliverables to be provided by the Supplier</i></p>	
<p>➤ Key Risks and Issues <i>Insert a concise summary of the Risks and issues on the implementation and/or delivery of the Variation to the Services</i></p>	
<p>➤ Key dates/Milestone Dates/Milestone Deliverables <i>Provide a timetable for the implementation of the Variation including key dates or Milestone Dates (including the deliverables or Services that the Supplier shall provide by each relevant key date or Milestone Date)</i></p>	
<p>➤ Approval / Assurance <i>Insert summary of the key Approval / Assurance requirements</i></p>	
<p>➤ Variation Pricing <i>Insert statement regarding whether the Customer considers that the proposed Variation is chargeable or not</i></p>	
Signed: Customer [insert name] [insert job title]	Signed:



[GLA Entity]
and
TELEFONICA UK LIMITED

**Agreement for the provision of
Mobile Services Lot 2
Schedule 6.3
Dispute Resolution Procedure**

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1. INTRODUCTION

The purpose of this Schedule 6.3 is to set out the Dispute Resolution Procedure in order to enable the Parties to resolve any Disputes which arise in an efficient and timely manner (such objective being a "**Customer Objective**").

2. DISPUTE NOTICES

2.1 If a Dispute has arisen, and:

2.1.1 either Party is of the reasonable opinion that the resolution of the Dispute by commercial negotiation in accordance with Schedule 6.1 (*Governance*), or the continuance of commercial negotiation, will not result in an appropriate solution; or

2.1.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with Schedule 6.1 (*Governance*),

either Party may issue to the other a Dispute Notice.

2.2 A Dispute Notice:

2.2.1 shall set out:

(A) the material particulars of the Dispute;

(B) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and

(C) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and

2.2.2 may specify in accordance with the requirements of Paragraphs 7.1, 7.2 and 7.3 that the Party issuing the Dispute Notice has determined (in the case of the Customer) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case Paragraph 7 shall apply.

2.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph 2.2.2 then:

2.3.1 if it is served by the Customer it shall be treated as a Multi-Party Procedure Initiation Notice; and

2.3.2 if it is served by the Supplier it shall be treated as a Supplier Request,

and in each case the provisions of Paragraph 7 shall apply.

2.4 Subject to Paragraphs 2.5 and 3.2, and provided that the Customer has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:

2.4.1 first, if either Party serves a Mediation Notice, by mediation in accordance with Paragraph 4;

2.4.2 then, if either Party serves a Notice of Adjudication, by Adjudication in accordance with Paragraph 5; and

2.4.3 lastly by recourse to litigation in accordance with Clause 45 (*Governing Law and Jurisdiction*).

2.5 Notwithstanding anything to the contrary in this Schedule 6.3, the Customer may, at its sole discretion, at any time refer any Dispute to:

2.5.1 Adjudication; or

2.5.2 litigation in accordance with Clause 45 (*Governing Law and Jurisdiction*).

2.6 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Agreement regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice.

3. EXPEDITED DISPUTE TIMETABLE

- 3.1 In exceptional circumstances where the application of the periods of time set out in this Schedule 6.3 would be unreasonable, including (by way of example) where one (1) Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within five (5) Working Days of the issue of a Dispute Notice, the Customer shall decide, in its sole discretion, whether the Expedited Dispute Timetable shall be used.
- 3.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of Paragraph 3.1 or is otherwise specified under the provisions of this Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:
- 3.2.1 in Paragraph 4, the applicable time limits shall be reduced by half; and
- 3.2.2 in Paragraph 5.2.1, the time limit of two (2) Working Days shall apply (instead of five (5) Working Days).
- 3.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend that deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

4. MEDIATION

- 4.1 Subject to Paragraph 2.5, following the service of a Dispute Notice, either Party may serve a written notice to proceed to mediation in accordance with this Paragraph (a "**Mediation Notice**").
- 4.2 If a Mediation Notice is served, the Parties shall attempt to resolve the Dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Agreement.
- 4.3 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within five (5) Working Days from the service of a Mediation Notice then either Party may apply to CEDR to nominate such a person.
- 4.4 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.5 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Variation Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.
- 4.6 Subject to Paragraph 2.5, in the event that the Dispute is not resolved by written agreement between the Parties within twenty-eight (28) days of the appointment of the Mediator, either Party may issue a Notice of Adjudication to the other Party in accordance with Paragraph 5.1.1.

5. ADJUDICATION

- 5.1 Notice of Adjudication
- 5.1.1 Subject to Paragraphs 2.1 and 2.5, if the Parties have been unable to resolve a Dispute (if a Mediation Notice has been served) by mediation as provided in Paragraph 4, within the time limits set by Paragraph 4.6, then either Party may at any time thereafter give written notice (the "**Notice of Adjudication**") to the other Party requiring the Dispute to be referred to a suitably experienced Adjudicator.
- 5.1.2 The Notice of Adjudication shall set out briefly:

- (A) a statement of the nature of the Dispute in respect of which Adjudication is required and the material facts to be relied on;
- (B) the Clauses, Schedules and Paragraphs in this Agreement to be relied on; and
- (C) the redress sought (including the quantum of any monetary relief).

5.1.3 More than one (1) Notice of Adjudication may be given in relation to Disputes arising out of this Agreement. An Adjudicator may act in more than one (1) Adjudication under this Agreement at the same time but in respect of each Dispute there shall only be one (1) Adjudicator at any time.

5.2 Appointing the Adjudicator

5.2.1 The Parties shall within five (5) Working Days of the Notice of Adjudication agree the appointment of a suitably experienced individual to act as the Adjudicator.

5.2.2 If the Parties agree on the identity of the Adjudicator, the Party that gave the Notice of Adjudication (the "**Referring Party**") shall within a further five (5) Working Days send to the Adjudicator and to the other Party (the "**Responding Party**"):

- (A) a copy of the Notice of Adjudication;
- (B) the Parties' names and addresses;
- (C) a copy of this Agreement; and
- (D) a written request for the Adjudicator to confirm to the Parties within two (2) Working Days of receipt of such request the Adjudicator's availability to act.

5.2.3 If such person named under Paragraph 5.2.2 confirms to the Parties within two (2) Working Days of receipt of the request from the Referring Party their availability to act, they shall be the Adjudicator for any Dispute stated in the Notice of Adjudication.

5.2.4 If the Parties do not agree within five (5) Working Days of the Notice of Adjudication on the identity of the Adjudicator or the Adjudicator does not confirm his availability to act in accordance with Paragraph 5.2.3, the Referring Party shall request a nomination of an Adjudicator from the LCIA (London Court of International Arbitration, whose address as at the Effective Date is 70 Fleet Street, London EC4Y 1EU) to be made within five (5) Working Days and shall send to the LCIA:

- (A) a copy of the Notice of Adjudication;
- (B) the Parties' names and addresses;
- (C) a copy of this Dispute Resolution Procedure; and
- (D) anything else required by the LCIA for it to nominate an Adjudicator.

5.2.5 Following nomination of an Adjudicator by the LCIA in accordance with Paragraph 5.2.4, the Referring Party shall send a written request to the Adjudicator for them to confirm to the Parties within two (2) Working Days of receipt of such request their availability to act. If they confirm to the Parties their availability to act within two (2) Working Days, they shall be the Adjudicator for any Dispute stated within the Notice of Adjudication. If not, the Referring Party shall send a further request to the LCIA in accordance with Paragraph 5.2.4.

5.2.6 If, for any reason, an Adjudicator:

- (A) resigns or is unable to act; or
- (B) fails to reach a decision within the time required by these rules, and the Parties are unable to agree with the Adjudicator an extension of time and/or are unable to agree a replacement Adjudicator,

the Referring Party shall follow the procedure set out in Paragraphs 5.2.4 and 5.2.5 to request a nomination of an Adjudicator from the LCIA.

- 5.2.7 An Adjudicator shall declare to the Parties and shall not act if they are or have been an employee, agent or consultant of either Party, save where both Parties consent, and shall declare any interest, financial or otherwise, in any Dispute referred to in the Notice of Adjudication.
- 5.2.8 Subject to Paragraph 5.2.7, if a Party objects to a person selected as Adjudicator by the LCIA, that objection shall not prevent the Adjudicator being appointed, and it shall not invalidate the appointment or any decision he may reach.
- 5.2.9 The Adjudicator shall provide to the Parties, at the same time as confirming his availability to act, a copy of the terms on which he is prepared to act including information regarding fees and expenses.
- 5.3 **Scope of the Adjudication**
- 5.3.1 The scope of the Adjudication shall be the Dispute identified in the Notice of Adjudication, together with:
- (A) any further matters which the Parties agree should be within the scope of the Adjudication; and
 - (B) any further matters which the Adjudicator determines shall be included in order that the Adjudication may be effective and/or meaningful.
- 5.3.2 The Adjudicator may decide upon their own substantive jurisdiction and the scope of the Adjudication.
- 5.4 **Purpose of the Adjudication**
- The underlying purpose of the Adjudication is to decide Disputes between the Parties that are within the scope of the Adjudication as rapidly and economically as is reasonably possible.
- 5.5 **Role of the Adjudicator**
- 5.5.1 The Adjudicator shall act fairly and impartially, but shall not be obliged or empowered to act as arbitrator.
- 5.5.2 The Adjudicator shall have the power to open up and review any Records, written correspondence, notices, certificates or other things issued or made pursuant to this Agreement or any other relevant contract as would a court.
- 5.6 **Referral of the Dispute**
- 5.6.1 Within two (2) Working Days of receipt of an Adjudicator's confirmation of their availability to act, the Referring Party shall refer the Dispute by notice in writing (the "**Referral Notice**") to the Adjudicator.
- 5.6.2 The Referral Notice shall include:
- (A) details of the circumstances giving rise to the Dispute;
 - (B) the reasons for entitlement to the remedy sought; and
 - (C) any documentary or other evidence that the Referring Party intends to rely upon in the Adjudication.
- 5.6.3 The Referring Party shall, at the same time as it sends to the Adjudicator the Referral Notice and documents referred to in Paragraph 5.6.2, send a copy of the Referral Notice and copies of those documents to the other Party.
- 5.6.4 The date of the referral of the Dispute shall be the date on which the Referral Notice is received by the Adjudicator (the "**Date of Referral**"). The Adjudicator shall confirm to the Parties in writing the date of receipt of the Referral Notice.
- 5.6.5 Following receipt of a Referral Notice in accordance with Paragraph 5.6.3, each Party shall be entitled to send a response to the Adjudicator, which shall at the

same time be copied to the other Party, within ten (10) Working Days of the Date of Referral.

5.7 The Adjudication

- 5.7.1 The Adjudicator shall establish the timetable and procedure for the Adjudication, with which the Parties shall comply, subject always to the time limit in Paragraph 5.8.1, and may proceed if one (1) Party does not participate or cooperate.
- 5.7.2 Without prejudice to the generality of Paragraph 5.7.1, the Adjudicator may if he thinks fit:
- (A) require the delivery of written statements of case;
 - (B) require either Party to produce a bundle of key documents (other than documents that would be privileged from production to a court), whether helpful or otherwise to that Party's case, and to draw such inference as may seem proper from any imbalance in such bundle that may become apparent;
 - (C) require the delivery to him and/or the other Party of copies of any documents (other than documents that would be privileged from production to a court);
 - (D) limit the length of any written or oral submission;
 - (E) require the attendance before him for questioning of any employee or agent of either Party;
 - (F) make Site visits;
 - (G) subject to Paragraph 5.7.4(B), make use of their own specialist knowledge;
 - (H) make directions for the conduct of the Adjudication orally or in writing, if made orally the directions shall be confirmed by the Adjudicator in writing;
 - (I) review and revise any of their own previous directions;
 - (J) conduct the Adjudication inquisitorially, and take the initiative in ascertaining the facts and the Law;
 - (K) proceed with the Adjudication and reach a decision even if a Party fails to comply with a request or direction with which they have been given the opportunity to comply; and
 - (L) reach their decision(s) with or without holding an oral hearing.
- 5.7.3 The Adjudicator may, at any time, obtain legal or technical advice on any matter provided that the Parties are informed of the reasons beforehand. Prior to making the decision, the Adjudicator shall provide the Parties with copies of any written advice so obtained.
- 5.7.4 The Adjudicator shall:
- (A) decide on the Dispute referred to in the Notice of Adjudication, and any other matters as identified under Paragraph 5.3.1, on the basis of the Parties' legal entitlements;
 - (B) act fairly and impartially, giving each Party a reasonable opportunity, in light of the timetable, of putting their case and dealing with that of its opponent;
 - (C) in reaching his decision, take into account the fact that this Agreement relates to services provided to the public which should continue to operate in a timely, economic, efficient and reliable manner; and
 - (D) avoid incurring unnecessary expense.
- 5.7.5 The Adjudicator shall not:

- (A) request and/or require any advance payment of or security for his fees;
 - (B) receive any submissions from one (1) Party that are not also made available to the other Party;
 - (C) except in the event of misconduct by that representative refuse either Party the right at any hearing or meeting to be represented by any representative of that Party's choosing who is present;
 - (D) act or continue to act if he has a conflict of interest; or
 - (E) require either Party to pay or make contribution to the legal costs of the other Party arising in the Adjudication.
- 5.7.6 The Adjudicator may in any decision, direct the payment of such interest from such dates and at such rates as permitted by this Agreement or if no such rate is set out in this Agreement, the Adjudicator may apply a commercially reasonable rate.
- 5.7.7 All information of whatever nature provided to the Adjudicator by either Party shall be copied to the other Party or (where copying is not practicable) the other Party shall be entitled to inspect it. The Adjudicator shall require material information provided orally to be confirmed to the Adjudicator in writing (and copied to the other party).
- 5.7.8 The Parties shall continue to observe and perform all obligations contained in this Agreement, notwithstanding any reference to the Adjudicator.

5.8 **The Adjudicator's decision**

- 5.8.1 The Adjudicator shall reach a decision on the Dispute set out in the Notice of Adjudication, and any other matters as identified under Paragraph 5.3.1, within twenty-eight (28) days of the Date of Referral, as confirmed to the Parties in accordance with Paragraph 5.6.4.
- 5.8.2 The twenty-eight (28) day period set out in Paragraph 5.8.1 may be extended:
- (A) to such longer period as may be agreed by the Parties after the Dispute has been referred to the Adjudicator; and
 - (B) by the Adjudicator by up to fourteen (14) days with the consent of the Referring Party.
- 5.8.3 Any decision of the Adjudicator shall be in writing. The Adjudicator shall provide written reasons for his decision.
- 5.8.4 Any decision of the Adjudicator shall be binding unless and until the Dispute is finally determined by the court pursuant to Paragraph 5.10.1 or by written agreement.
- 5.8.5 Either Party may apply to the appropriate court for enforcement of the Adjudicator's decision. Neither any form of enforcement of the Adjudicator's decision nor any form of challenge to the enforcement of the Adjudicator's decision nor any dispute arising out of or in connection with such enforcement or challenge shall be regarded and treated as a Dispute for the purposes of this Schedule 6.3.

5.9 **Costs**

- 5.9.1 Each Party shall bear its own costs. The Adjudicator may not decide the Parties' legal and other costs arising out of or in connection with the Adjudication unless the Parties otherwise agree.
- 5.9.2 Unless the Adjudicator resigns before sending the Parties his decision, he shall be entitled to charge the Parties his fees and expenses for the Adjudication.
- 5.9.3 The Parties shall be jointly and severally responsible for the Adjudicator's fees and expenses including the fees and expenses of any legal or technical adviser instructed by him under Paragraph 5.7.3.

5.9.4 In the decision, the Adjudicator shall have discretion to apportion liability for the Adjudicator's fees and expenses referred to in Paragraph 5.9.3. The Parties agree to be bound by the Adjudicator's costs direction unless and until the costs direction of the Adjudicator is set aside or revised in accordance with Paragraph 5.10.2.

5.9.5 Notwithstanding anything to the contrary in any contract between the Parties, the Adjudicator shall have no jurisdiction to require the Party which referred the Dispute to Adjudication to pay the costs of the other Party solely by reason of having referred the Dispute to Adjudication.

5.10 **Court proceedings**

5.10.1 If either Party is dissatisfied with the Adjudicator's decision, then within twenty-eight (28) days of the date of the Adjudicator's decision it may give written notice to the other Party that it intends to issue court proceedings for the determination of the Dispute.

5.10.2 In relation to court proceedings commenced pursuant to Paragraph 5.10.1:

- (A) no Party shall be limited in the proceedings before the court to the evidence or arguments put before the Adjudicator;
- (B) the Adjudicator shall neither be called as a witness nor required to give evidence before the court on any matter whatsoever; and
- (C) either Party can request the court to set aside or revise a direction by the Adjudicator in respect of payment by the Parties of the costs or fees of the Adjudication (including payment of the remuneration and expenses of the Adjudicator).

5.11 **Enforcement**

Every decision of the Adjudicator shall be implemented without delay subject to final determination by the court following court proceedings for the determination of the Dispute issued in accordance with Paragraph 5.10.1. The Parties shall be entitled to such reliefs and remedies as are set out in the Adjudicator's decision, and shall be entitled to summary enforcement thereof, even if the decision is or becomes the subject of any court proceedings. No issue decided by one (1) Adjudicator may be referred to another Adjudicator for a decision, unless agreed in writing by the Parties.

5.12 **Independence**

The Adjudicator, and any legal or technical adviser instructed by him under Paragraph 5.7.3 are and shall remain independent of the Parties, neutral and impartial, and do not and shall not act as advisers to the Parties.

5.13 **Confidentiality**

Each Adjudication shall be private and confidential. The Parties, the Adjudicator (and any expert and/or professional adviser appointed by him under Paragraph 5.7.3) shall keep the existence of and subject matter of each Adjudication and each decision private and confidential, except to the extent that it is necessary in order to implement or enforce a decision or is required by Law.

5.14 **No Liability**

5.14.1 The Adjudicator (and any legal or technical adviser instructed by him under Paragraph 5.7.3) shall not be liable for anything done or omitted to be done in the discharge or purported discharge of their appointment, unless the act or omission is shown to be fraudulent or in bad faith. However, nothing in this forgoing exclusion shall relieve the Adjudicator (and any legal or technical adviser instructed by him under Paragraph 5.7.3) of their duty to provide their decision in accordance with the agreed timetable.

5.14.2 No Party shall, save in the case of bad faith on the part of the Adjudicator, make any application to court whatsoever in relation to the conduct of the Adjudication or the decision of the Adjudicator until such time as the Adjudicator has made his decision, or refused to make a decision.

6. URGENT RELIEF

6.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

6.1.1 for interim or interlocutory remedies in relation to this Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or

6.1.2 where compliance with Paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

7. MULTI-PARTY DISPUTES

7.1 Any Dispute which involves:

7.1.1 the Parties; and

7.1.2 one (1) or more parties to another contract with the Customer or the Supplier which is relevant to this Agreement or a Sub-contract (a "**Related Third Party**"),

(a "**Multi-Party Dispute**"), shall be resolved in accordance with the procedure set out in this Paragraph (the "**Multi-Party Dispute Resolution Procedure**").

7.2 If at any time following the issue of a Dispute Notice but before the Dispute has been referred to Adjudication in accordance with Paragraph 5 or to litigation in accordance with Clause 45 (*Governing Law and Jurisdiction*), the Customer reasonably considers that the matters giving rise to the Dispute involve one (1) or more Related Third Parties, then the Customer shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out the Customer's determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure (such notice being a "**Multi-Party Procedure Initiation Notice**").

7.3 If following the issue of a Dispute Notice but before the Dispute has been referred to Adjudication in accordance with Paragraph 5 or to litigation in accordance with Clause 45 (*Governing Law and Jurisdiction*), the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one (1) or more Related Third Parties, the Supplier may serve a Supplier Request on the Customer.

7.4 The Customer shall (acting reasonably) consider each Supplier Request and shall determine within five (5) Working Days whether the Dispute is:

7.4.1 a Multi-Party Dispute, in which case the Customer shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or

7.4.2 not a Multi-Party Dispute, in which case the Customer shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with Paragraphs 2 to 6.

7.5 If the Customer has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.

7.6 Following service of a Multi-Party Procedure Initiation Notice, a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the "**Multi-Party Dispute Resolution Board**") comprising at least one (1) representative from each of the following participants to the Multi-Party Dispute, each of whom shall be authorised to finalise any agreement to settle the Multi-Party Dispute:

7.6.1 the Customer;

- 7.6.2 the Supplier; and
- 7.6.3 each Related Third Party involved in the Multi-Party Dispute, together with any other representatives of the Supplier or any relevant Related Third Party whom the Customer considers necessary (together "**Multi-Party Dispute Representatives**").
- 7.7 The Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:
- 7.7.1 Customer and the Supplier shall procure that their Multi-Party Dispute Representatives attend, and shall use reasonable endeavours to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;
- 7.7.2 meetings of the Multi-Party Dispute Resolution Board shall be chaired by the Customer's representative;
- 7.7.3 the Multi-Party Dispute Resolution Board shall first meet within ten (10) Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Customer, the Supplier and the Related Third Parties shall seek to agree within five (5) Working Days of service of the relevant Multi-Party Procedure Initiation Notice. If the Customer, the Supplier and the Related Third Parties do not reach agreement on the time and place to meet within five (5) Working Days of service of the relevant Multi-Party Procedure Initiation Notice, they shall meet at the time and place specified by the Customer, provided such place is at a neutral location within England and that the meeting is to take place between 9.00 am and 5.00 pm on a Working Day; and
- 7.7.4 in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations of the Customer, the Supplier and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.
- 7.8 Subject to Paragraph 2.5, if a Multi-Party Dispute is not resolved between the Customer, the Supplier and all Related Third Parties within twenty-five (25) Working Days of the issue of the Multi-Party Procedure Initiation Notice, then the Customer or the Supplier:
- 7.8.1 may serve a Mediation Notice in respect of the Multi-Party Dispute in which case Paragraph 4 shall apply; and/or
- 7.8.2 may request that the Multi-Party Dispute is referred to an Adjudicator in which case Paragraph 5 shall apply; and/or
- 7.8.3 may refer the Multi-Party Dispute to the courts for resolution in accordance with Clause 45 (*Governing Law and Jurisdiction*).
- 7.9 If a Multi-Party Dispute is referred to mediation or Adjudication pursuant to Paragraph 7.8, the Customer and the Supplier shall each use reasonable endeavours to procure that all relevant Related Third Parties give their written consent to participate in (and in the case of Adjudication, be bound by) the Adjudication or mediation.
- 7.10 To the extent that one (1) or more Related Third Parties consent to participate in (and in the case of Adjudication agree to be bound by) the Adjudication or mediation:
- 7.10.1 references in this Schedule 6.3 to "Parties" or "Party" shall in such circumstances include the relevant Related Third Parties (and reference to "either Party", "both Parties" or "the other Party" shall be constructed accordingly); and
- 7.10.2 in respect of an Adjudication, the Adjudicator shall decide the Dispute under all relevant contracts in accordance with the provisions of this Schedule 6.3.



[GLA Entity]
and
TELEFONICA UK LIMITED

**Agreement for the provision of
Mobile Services Lot 2
Schedule 7
Exit Management**

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1. **INTRODUCTION**

1.1 The objectives of this Schedule 7 are to:

- 1.1.1 set out the Supplier's obligations to support Customer in the re-procurement of all or part of the Services;
- 1.1.2 set out the strategy, services, activities, and processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Replacement Supplier; and
- 1.1.3 require the Supplier to support an orderly, controlled handover of responsibility for the provision of the Services from the Supplier to the Replacement Supplier, with the minimum of disruption and so as to prevent or mitigate any inconvenience to Customer by means of the implementation of the Exit Plan,

(each such objective being a "**Customer Objective**").

1.2 This Schedule 7 sets out:

- 1.2.1 the Supplier's obligations throughout the Term to provide the Exit Information in accordance with Paragraph 2;
- 1.2.2 the Supplier's obligations to assist Customer in connection with the re-procurement of some or all of the Services in accordance with Paragraph 3; and
- 1.2.3 the Supplier's obligations to prepare and maintain an Exit Plan in accordance with Paragraph 4.

2. **EXIT INFORMATION**

2.1 The Supplier shall provide the Exit Information to Customer within ten (10) Working Days of a written request from TfL:

- 2.1.1 during the Initial Term or any Extension Period provided that Customer may not make any such request under this Paragraph 2.1.1 within twelve (12) months after an earlier request for such information during this period;
- 2.1.2 within the twelve (12) month period prior to the expiry of the Initial Term or any Extension Period;
- 2.1.3 following a Termination Notice; and/or
- 2.1.4 as required during the Exit Period for the purpose of the re-procurement and/or migration of the Services.

2.2 The Supplier shall ensure that the Exit Information is complete and accurate in all material respects.

3. **ASSISTANCE ON RE-TENDERING OF SERVICES**

3.1 The Supplier acknowledges and agrees that Customer may provide the Exit Information to a potential Replacement Supplier.

3.2 The Supplier shall co-operate as reasonably requested by Customer in respect of any re-tendering exercise, including by:

- 3.2.1 participating in meetings and/or other sessions (whether physically or remotely) with Customer and/or actual or potential Replacement Suppliers for the purpose of answering questions from those actual or potential Replacement Suppliers in respect of such tendering exercise; and
- 3.2.2 reviewing any transition plan submitted by actual or potential Replacement Suppliers in order to identify any necessary changes which shall be made to the Supplier's Exit Plan in order to de-risk transition to the Replacement Services.

4. **EXIT PLAN**

4.1 The Supplier shall submit a draft Exit Plan to Customer for written approval no later than three (3) months after the Effective Date with an updated version to be submitted to Customer for written approval (the Customer shall not withhold its approval of any Exit Plan on the basis of any matter which is addressed by an Exit Plan which has been approved by TfL pursuant to the TfL Services Contract):

4.1.1 as soon as reasonably practicable following any material Variation;

4.1.2 upon Customer request within the twelve (12) month period prior to the expiry of the Initial Term or Extension Period (as applicable) or following a Termination Notice,

and the Supplier shall work with Customer to finalise the Exit Plan (or updated Exit Plan), taking full account of TfL's comments on drafts submitted by the Supplier.

4.2 The Exit Plan shall, in relation to all aspects of the handover of the Services to one (1) or more Replacement Supplier(s), include details of the following as a minimum:

4.2.1 the rationale considered and any assumptions made in developing the Exit Plan;

4.2.2 a complete breakdown of all tasks and workstreams for Exit Assistance;

4.2.3 the processes for managing the Exit Assistance; and

4.2.4 timeframes for the transfer of the provision of the Services from the Supplier to one (1) or more Replacement Supplier(s) and transfer of Data to, or access to Data by, Customer and/or the Replacement Supplier.

5. **EXIT PHASES AND PERIODS**

Partial Termination

5.1 The Supplier acknowledges that there may be separate exits in respect of one (1) or more part(s) of the Services which may require: (i) separate Termination Notices in respect of each such part of the Services; and/or (ii) the transition of the relevant part of the Services to Replacement Suppliers at different End Dates.

Exit Periods

5.2 An exit period ("**Exit Period**") shall commence upon the earlier of:

5.2.1 the service of a Termination Notice by either Party; or

5.2.2 upon written request by Customer within the last twelve (12) months of the Initial Term or Extension Period (as applicable).

5.3 Subject to Paragraph 5.4, each Exit Period shall end, unless otherwise confirmed in writing by TfL, when Customer confirms in writing to the Supplier that the Supplier has complied with its obligations in this Schedule 7 and the Exit Plan.

5.4 No Exit Period shall exceed the period of eighteen (18) months after the commencement of the Exit Period.

6. **EXIT ASSISTANCE**

6.1 Throughout each Exit Period, the Supplier shall:

6.1.1 continue to provide the Services as applicable (to the extent that they have not been transitioned to a Replacement Supplier) in accordance with this Agreement;

6.1.2 in relation to a partial termination, continue to provide the other Services to which the Termination Notice does not apply (to the extent that they have not been transitioned to a Replacement Supplier) in accordance with this Agreement;

6.1.3 without prejudice to the requirements of the Exit Plan, provide such assistance to Customer or a Replacement Supplier as is reasonably requested by Customer in relation to the transition of the Services to a Replacement Supplier (including

- assistance with the transition of eSIMs (if applicable) and the porting of Customer user numbers to a Replacement Supplier);
- 6.1.4 comply with all of its obligations contained in the relevant Exit Plan and this Schedule 7;
- 6.1.5 minimise disruption, inconvenience and any risk to the Services;
- 6.1.6 provide Customer and, as requested by TfL, any Replacement Supplier with information on all Data held by or on behalf of the Supplier in connection with the relevant Services and provide Customer and the Replacement Supplier with details of their use and the relationship between them; and
- 6.1.7 proactively identify issues that may arise during the transfer of the relevant Services to the Replacement Supplier and propose solutions to those issues.
- 6.2 On the End Date and (to the extent that this does not adversely affect the Supplier's performance of any Services and its compliance with the Laws or other provisions of this Agreement) to the maximum extent possible during each Exit Period prior to such date, the Supplier shall:
- 6.2.1 cease to use Data;
- 6.2.2 provide Customer and/or the Replacement Supplier (as directed by TfL) with a complete and uncorrupted version of the Data in electronic form (or such other format as reasonably required by TfL);
- 6.2.3 erase or render permanently inaccessible from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Exit Period all Data and promptly certify in writing to Customer that it has completed such deletion;
- 6.2.4 provide to Customer all Service Deliverables and any material in relation to which the Parties have agreed that Customer will own the Intellectual Property Rights pursuant to a Variation; and
- 6.2.5 vacate any Customer Sites.
- 6.3 On the End Date and (to the extent that this does not adversely affect the Supplier's performance of any Services and its compliance with the other provisions of this Schedule 7) to the maximum extent possible during each Exit Period prior to such date, the Supplier shall return to Customer (or if requested by Customer in writing, destroy or delete) all Confidential Information of Customer and shall certify that it does not retain TfL's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Supplier for the purposes of providing any Services or for statutory compliance purposes.
- 7. EXIT MANAGEMENT GOVERNANCE**
- 7.1 The Exit Assistance activities shall be reviewed by the Commercial Review Meeting and Service Review Meeting under Schedule 6.1 (*Governance*).
- 7.2 The Supplier shall provide Customer with a written report on the progress of the Exit Assistance activities in advance of each such meeting.
- 8. CHARGES**
- 8.1 The Supplier shall not be entitled to charge Customer any additional sums in connection with the performance of its obligations under this Schedule 7 (including the Exit Plan) except that:
- 8.1.1 Customer shall continue to pay the Charges for the Services; and
- 8.1.2 the Supplier shall be entitled to charge for time reasonably incurred for assistance in relation to the transition of eSIMs (if applicable), such time to be charged in accordance with the Rate Card.



[GLA Entity]
and
TELEFONICA UK LIMITED

**Agreement for the provision of
Mobile Services Lot 2
Schedule 9
Privacy**

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1. INTRODUCTION

This Schedule sets out the privacy and data protection obligations that the Supplier shall comply with pursuant to Clause 20 (*Privacy and Data Protection*).

2. PRIVACY AND DATA PROTECTION

2.1 With respect to the Parties' rights and obligations under this Agreement and subject to Paragraph 2.8, the Parties acknowledge that the Customer is a Data Controller and that the Supplier is a Data Processor to the extent the Supplier receives Personal Data from the Customer in connection with its provision of the Services and Processes that Personal Data. Annex 1 (*Details of Processing Personal Data*) to this Schedule sets out certain information regarding the Supplier's Processing of Personal Data as a Data Processor as required by the Data Protection Legislation. The Customer may make amendments to Annex 1 (*Details of Processing Personal Data*) in accordance with the Variation Procedure.

2.2 In relation to Personal Data which is Processed by the Supplier as a Data Processor on behalf of the Customer, the Supplier shall:

- (a) Process the Personal Data only in accordance with written instructions from the Customer to the extent necessary to perform its obligations under this Agreement and shall not use the Personal Data (in whole or in part) for any other purpose, including copying or referring to the Personal Data in training materials, training courses, discussions or negotiations or contractual arrangements with third parties, or proposals or tenders with the Customer (or otherwise), without the prior written consent of the Customer;
- (b) notify the Customer immediately if it determines or is notified that an instruction to Process Personal Data issued to it by the Customer is incompatible with any obligations under Data Protection Legislation, in which case any changes required to the Customer's instructions shall be dealt with in accordance with the Variation Procedure;
- (c) without prejudice to any cyber security and/or payment card industry data security standard obligations in this Agreement, ensure that at all times it has in place appropriate technical and organisational security measures which are appropriate to the nature and risk of the Processing of Personal Data to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data, including the measures as are set out in Clause 17 (*Customer Data and Security Requirements*) and all measures pursuant to Article 32(1) General Data Protection Regulation and shall ensure its Sub-contractors do the same, in accordance with Clause 14.4 (*Appointment of Sub-contractors*);
- (d) fully cooperate with the reasonable instructions of the Customer in relation to the security of Personal Data and to the extent that such instructions require a change to the measures set out in Clause 17 (*Customer Data and Security Requirements*), such change shall be dealt with in accordance with the Variation Procedure and if the Supplier considers that such change will result in security measures that do not comply with the Data Protection Legislation, the Supplier shall inform the Customer immediately and any further change required in respect of the security measures shall be dealt with in accordance with the Variation Procedure;
- (e) without prejudice to Paragraph 2.2(c) wherever the Supplier uses any mobile or portable Device for the transmission or storage of Personal Data, ensure that each such Device encrypts Personal Data;
- (f) not disclose or transfer the Personal Data to any third party or Supplier Personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Customer (save where such disclosure or transfer is specifically authorised under this Agreement);
- (g) take all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel and any relevant Sub-contractor:

- (i) are aware of and comply with the Supplier's duties under this Paragraph 2 and Clauses 18 (*Confidentiality*) and 17 (*Customer Data and Security Requirements*);
 - (ii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer, or as otherwise permitted by this Agreement;
 - (iii) have undergone adequate training in the use, care, protection and handling of Personal Data (as defined in Data Protection Legislation), understand such obligations and comply with them and ensure that such training is updated at reasonable intervals; and
 - (iv) are only authorised where it is necessary for the performance of their job function in relation to the services provided by the Supplier to the Customer;
- (h) notify the Customer without undue delay and in any event within two (2) Working Days if it, or any Sub-contractor, receives:
- (i) from a Data Subject (or third party on their behalf):
 - (A) a Subject Access Request (or purported Subject Access Request);
 - (B) a request to rectify, block or erase any Personal Data; or
 - (C) any other request, complaint or communication relating to the Customer's obligations under Data Protection Legislation;
 - (ii) any communication from the Information Commissioner, the European Data Protection Board, or any other regulatory authority in connection with Personal Data; or
 - (iii) a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- (i) provide the Customer with full co-operation and assistance (within the timescales reasonably required by the Customer) in relation to any complaint, communication or request made as referred to in Paragraph 2.2(h) and any request or communication with any Supervisory Authority in relation to Personal Data, including by promptly providing:
- (i) the Customer with full details and copies of the complaint, communication or request;
 - (ii) where applicable, such assistance as is reasonably requested by the Customer to enable the Customer to comply with the Subject Access Request within the relevant timescales set out in Data Protection Legislation;
 - (iii) the Customer, on request by the Customer, with a copy of or information about any Personal Data it holds in relation to a Data Subject and the Supplier shall supply such information or Personal Data to the Customer within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Working Days from the date of the request; and
 - (iv) where applicable, such assistance as is reasonably required by the Customer to enable the Customer to comply with a request from a Data Subject to:
 - (A) rectify, block or erase any Personal Data; and/or
 - (B) inform Third Parties of the need to erase any links to, or copies of, Personal Data in accordance with the requirements of Data Protection Legislation and the Supplier shall supply such assistance to the Customer within such time and in such manner as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Working Days from the date of the request;

- (j) notify the Customer without undue delay and in any event within twenty-four (24) hours by written notice with all relevant details reasonably available of any Personal Data breach, breach of security and/or of this Agreement and/or this Paragraph 2 in relation to Personal Data including unauthorised or unlawful access or Processing of, or accidental loss, destruction or damage of any Personal Data, and:
 - (i) keep the Customer properly and regularly informed consequently until the breach has been resolved to the satisfaction of the Customer; and
 - (ii) provide the Customer with all reasonable assistance in meeting its obligations under the Data Protection Legislation with respect to the notification of Personal Data breaches;
- (k) as and when required by, and in accordance with the requirements of Data Protection Legislation, appoint a designated data protection officer within the Supplier's organisation;
- (l) if requested by the Customer, provide a written description of the measures that it has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Paragraph 2 and provide to the Customer copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy audit carried out at the request of the Supplier itself or the Customer;
- (m) where requested to do so by the Customer, and where Processing operations of Personal Data present specific risks to privacy, carry out a Privacy Impact Assessment or assist the Customer in relation to its obligations with respect to Privacy Impact Assessments, in accordance with guidance issued from time to time by the Information Commissioner or the European Data Protection Board or statutory requirements and make the results of such an assessment available to the Customer;
- (n) maintain, and make available to the Customer on its request, documentation, central register or inventory which describes the Processing operations for which it is responsible and specifies: the purposes for which Personal Data is Processed including the legitimate interests pursued by the Customer where Processing is based on this lawful basis; the categories of Personal Data and Data Subjects involved; the source(s) of the Personal Data; the recipients of the Personal Data; the location(s) of any overseas Processing of those Personal Data; retention periods for different types of Personal Data; and where possible, a general description of the security measures in place to protect the Personal Data;
- (o) co-operate as the Customer requires with any investigation or audit in relation to the Processing of Personal Data including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to this Agreement or in relation to Data Protection Legislation), whether by the Customer (or on its behalf), by any central or local government audit authority, the Information Commissioner, the European Data Protection Board, the police or otherwise and shall do so both during this Agreement and after its termination or expiry (for so long as the Party concerned retains and/or otherwise Processes Personal Data); and
- (p) comply with the following the Customer information governance policies: (i) the Information Access Policy; (ii) Schedule 12 (*Records Retention*); (iii) the Information Security Policy; and (iv) the Privacy and Data Protection Policy.

2.3 Where the Supplier acts as a Data Processor on behalf of the Customer, the Supplier shall not, and shall procure that any Sub-contractor shall not, Process or otherwise transfer any Personal Data in or to any Restricted Countries without prior written consent from the Customer (which consent may be subject to additional conditions imposed by the Customer) (The Customer consents to the transfer of user log in details to Spain and billing details to South Africa and India). If, after the Effective Date, the Supplier or any Sub-contractor wishes to Process and/or transfer any Personal Data in or to any Restricted Countries, the following provisions shall apply:

- (a) the Supplier shall submit a Supplier Proposed Variation to the Customer which, if the Customer agrees to such Supplier Proposed Variation, shall be dealt with in accordance with the Variation Procedure and Paragraphs 2.3(b) to 2.3(d);
 - (b) the Supplier shall set out in the relevant Supplier Proposal details of the following:
 - (i) the Personal Data which will be transferred to and/or Processed in any Restricted Countries;
 - (ii) the Restricted Countries which the Personal Data will be transferred to and/or Processed in;
 - (iii) any Sub-contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries; and
 - (iv) how the Supplier shall ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Customer's compliance with Data Protection Legislation;
 - (c) in providing and evaluating the Supplier Proposed Variation and Privacy Impact Assessment, the Parties shall ensure that they have regard to and comply with then-current Customer, Central Government Bodies, Information Commissioner Office and European Data Protection Board policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and
 - (d) the Supplier shall comply with such other instructions and shall carry out such other actions as the Customer may notify in writing, including:
 - (i) incorporating standard and/or model clauses (which are approved by the Information Commissioner's Office as offering adequate safeguards under the Data Protection Legislation) into this Agreement or a separate data Processing agreement between the Parties or implementing any other measure specified by the Customer to ensure that the transfer to and/or Processing in any Restricted Countries enables the Customer to meet its obligations under the Data Protection Legislation in respect of such transfer and/or Processing; and
 - (ii) procuring that any Sub-contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:
 - (A) a direct data Processing agreement with the Customer on such terms as may be required by the Customer; or
 - (B) a data Processing agreement with the Supplier on terms which are equivalent to those agreed between the Customer and the Supplier relating to the relevant Personal Data transfer,and in each case which the Supplier acknowledges may include the incorporation of model contract provisions (which are approved by the Information Commissioner's Office as offering adequate safeguards under the Data Protection Legislation) and technical and organisation measures which the Customer deems necessary for the purpose of protecting Personal Data.
- 2.4 Where the Supplier acts as a Data Processor on behalf of the Customer, the Parties acknowledge that, with respect to Processing or transfers of Personal Data which are expressly set out in the Supplier Solution, the Supplier does not require the prior written consent of the Customer, nor does the Supplier need to submit a Supplier Proposed Variation as set out in Paragraphs 2.3(a) to 2.3(c) and may transfer Personal Data to a Restricted Country subject to complying with the obligations set out in Paragraph 2.3(d).
- 2.5 Where the Supplier acts as a Data Processor on behalf of the Customer, the Supplier shall use its reasonable endeavours to assist the Customer to comply with any obligations under Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Customer to breach any of the Customer's obligations under Data Protection

Legislation to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

2.6 Where the Supplier acts as a Data Processor on behalf of the Customer, the Customer remains solely responsible for determining the purposes and manner in which Personal Data are to be Processed. Subject always to Clause 14.4 (*Terms of Key Sub-contracts*), the Supplier shall not share any Personal Data with any Sub-contractor or third party without prior written consent from the Customer (in this Agreement or otherwise) and unless there is a written contract in place with the Supplier which requires the Sub-contractor or third party:

- (a) only to Process Data and Personal Data in accordance with the Customer's written instructions to the Supplier; and
- (b) to comply with the same obligations with which the Supplier is required to comply with under this Paragraph 2,

provided always that no Sub-contractor may assign or sub-contract their rights or obligations under such (Sub-)contract and/or may not Process or permit the Processing of Personal Data inside any Restricted Countries without the explicit prior written consent of the Customer. The Supplier remain liable for the acts and omissions of its Sub-contractors in relation to its processing obligations to the same extent that the Supplier would be liable if it was performing the services of each Sub-contractors directly under the terms of this Agreement.

2.7 Where the Supplier acts as a Data Processor on behalf of the Customer, the Supplier shall not process Personal Data following termination or expiry of this Agreement, save as permitted by this Paragraph 2. Following termination or expiry of this Agreement, howsoever arising, the Supplier:

- (a) may Process Personal Data only for so long and to the extent as is necessary properly to comply with its non-contractual obligations arising under Law;
- (b) subject to Paragraph 2.7(a) ,shall not retain any copy, abstract, précis or summary of any Personal Data and will:
 - (i) on the instructions of the Customer, either securely destroy, or securely and promptly return, to the Customer (in such usable format as and to the extent the Customer may require) the Personal Data accordingly; or
 - (ii) in the absence of instructions from the Customer, after twelve (12) months from the expiry or termination of this Agreement, securely destroy the Personal Data,

and confirm to the Customer that such destruction or other action required by the Customer has taken place.

2.8 With respect to Personal Data provided by the Customer to the Supplier for which the Supplier acts as a Data Controller but the Parties do not act as Joint Controllers, the Supplier shall:

- (a) comply with Data Protection Legislation in respect of its Processing of such Personal Data as Data Controller; and
- (b) not do anything to cause the Customer to be in breach of Data Protection Legislation.

ANNEX 1**DETAILS OF PROCESSING PERSONAL DATA****1. INTRODUCTION**

The purpose of this Annex is to set out a description of the processing of Personal Data pursuant to this Agreement as required by Article 28(3) of the UK GDPR.

2. SUBJECT MATTER AND DURATION OF THE PROCESSING OF PERSONAL DATA

The subject matter and duration of the processing of the Personal Data are set out in Schedule 9 to this Agreement.

3. THE NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA

The nature and purpose of the processing of the Personal Data are set out in the terms and conditions of this Agreement and concern the delivery and provision of the machine-to-machine communications services under this Agreement by the Supplier.

4. THE CATEGORIES OF DATA SUBJECT TO WHOM THE PERSONAL DATA RELATES

The categories of Data Subject may include some or all of the following:

Customer Personnel

5. THE TYPES OF PERSONAL DATA TO BE PROCESSED

The Personal Data Processed may include some or all of the following:

Name

Log in details

6. SPECIAL CATEGORIES OF PERSONAL DATA TO BE PROCESSED

Special Categories of Personal Data Processed may include some or all of the following:

N/A

7. THE OBLIGATIONS AND RIGHTS OF CUSTOMER

The obligations and rights of the Customer are set out in the terms and conditions of this Agreement.



[GLA Entity]
and
TELEFONICA UK LIMITED

**Agreement for the provision of
Mobile Services Lot 2
Schedule 10
Insurance**

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1. INTRODUCTION

The purpose of this Schedule 10 is to:

- 1.1.1 set out the Supplier's obligations in relation to maintaining adequate insurance in order to mitigate risks arising under this Agreement; and
- 1.1.2 require the Supplier to satisfy the Customer on an ongoing basis that it is maintaining adequate insurance in accordance with the requirements of this Schedule 10,

(each such objective being a "**Customer Objective**").

2. OBLIGATION TO MAINTAIN INSURANCES

- 2.1 Without prejudice to its obligations to the Customer under this Agreement, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule 10 take out and maintain, or procure the taking out and maintenance of, the insurances set out in Annex 1 (*Required Insurances*) and any other insurances as may be required by Applicable Law (together the "**Insurances**").
- 2.2 The Insurances shall be maintained for the durations specified in this Schedule 10 in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent supplier in respect of risks insured in the international insurance market from time to time.
- 2.3 The Insurances shall be taken out and maintained with insurers who are:
 - 2.3.1 of good financial standing;
 - 2.3.2 appropriately regulated; and
 - 2.3.3 except in the case of any Insurances provided by a member of the Supplier Group, of good repute in the international insurance market.
- 2.4 If any Insurances are provided by a member of the Supplier Group, the Supplier shall provide to the Customer on the Effective Date (or inception of the relevant Insurances if later) and thereafter within ten (10) Working Days of written request from the Customer evidence of good financial standing of the relevant member of the Supplier Group in a form satisfactory to the Customer. If the Customer is not satisfied that such evidence demonstrates the financial standing of the relevant member of the Supplier Group to provide such Insurance, the Customer shall be entitled to require the Supplier to obtain such Insurance on commercial terms from an insurer of good repute in the international insurance market.
- 2.5 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Customer shall be indemnified in respect of claims made against the Customer in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

3. GENERAL OBLIGATIONS

Without limiting the other provisions of this Agreement, the Supplier shall:

- 3.1.1 take or procure the taking of all reasonable risk management and risk control measures as it would be reasonable to expect of a prudent supplier acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- 3.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
- 3.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

4. FAILURE TO INSURE

4.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances or to cancel, rescind or suspend any of the Insurances.

4.2 If the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Customer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and the Customer shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

5. EVIDENCE OF INSURANCES

The Supplier shall upon the Effective Date and within fourteen (14) days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Customer, that the Insurances are in force and effect and meet in full the requirements of this Schedule 10. Receipt of such evidence by the Customer shall not in itself constitute acceptance by the Customer or relieve the Supplier of any of its liabilities and obligations under this Agreement.

6. AGGREGATE LIMIT OF INDEMNITY

6.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":

6.1.1 if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to the Customer its proposed solution for maintaining the minimum limit of indemnity specified; and

6.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Supplier shall:

(A) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or

(B) if the Supplier is or has reason to believe that it shall be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Customer full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

7. CANCELLATION

7.1 Subject to Paragraph 7.2, the Supplier shall notify the Customer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

7.2 Without prejudice to the Supplier's obligations under Paragraph 5, Paragraph 7.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule 10.

8. INSURANCE CLAIMS

8.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Customer receives a claim relating to or arising out of the

Services and/or this Agreement, the Supplier shall co-operate with the Customer and assist the Customer in dealing with such claims at the Supplier's own expense including without limitation providing information and documentation in a timely manner.

- 8.2 Except where the Customer is the claimant party, the Supplier shall give the Customer notice within twenty (20) Working Days after any insurance claim in excess of fifty thousand pounds sterling (£50,000) relating to or arising out of the provision of the Services or this Agreement on any of the Insurances and (if required by the Customer) full details of the incident giving rise to the claim.
- 8.3 If any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 8.4 If any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Customer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise.

ANNEX 1
REQUIRED INSURANCES

PART A

THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1. INSURED

The Supplier (**the "Insured"**).

2. INTEREST

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person;
and

2.1.2 loss of or damage to property,

happening during the period of insurance (as specified in Paragraph 5 of this Part A) and arising out of or in connection with the provision of the Services and in connection with this Agreement.

3. LIMIT OF INDEMNITY

Not less than ten million pounds sterling (£10,000,000) per incident.

4. TERRITORIAL LIMITS

None.

5. PERIOD OF INSURANCE

From the Effective Date throughout the Term.

6. COVER FEATURES AND EXTENSIONS

6.1 Indemnity to principals clause.

6.2 Financial loss extension.

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8. **MAXIMUM DEDUCTIBLE THRESHOLD**

Not to exceed one hundred thousand pounds sterling (£100,000) for each and every third party property damage claim (personal injury claims to be paid in full).

PART B**PROFESSIONAL INDEMNITY INSURANCE****1. INSURED**

The Supplier (the "**Insured**").

2. INTEREST

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in Paragraph 5 of this Part B) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3. LIMIT OF INDEMNITY

Not less than ten million pounds sterling (£10,000,000) in respect of any one (1) claim and in the aggregate per annum, for the duration of this Agreement and for six (6) years after the expiry or termination of this Agreement exclusive of defence costs which are payable in addition.

4. TERRITORIAL LIMITS

None.

5. PERIOD OF INSURANCE

From the Effective Date throughout the Term and for a period of six (6) years thereafter.

6. COVER FEATURES AND EXTENSIONS

Retroactive cover to apply to any claims made policy wording in respect of this Agreement or retroactive date to be no later than the Effective Date.

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

8. MAXIMUM DEDUCTIBLE THRESHOLD

Not to exceed five hundred thousand pounds sterling (£500,000) for each and every claim.

PART C

UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under Applicable Law in full, including, UK employer's liability insurance with an indemnity limit of not less than five million pounds sterling (£5,000,000) per incident, or more as prescribed as the minimum statutory amount required, and motor third party liability insurance.

PART D**PROPERTY DAMAGE INSURANCE****1. INSURED**

The Supplier (the "**Insured**").

2. INTEREST

All real and personal property owned by the Insured or for which the Insured is responsible or for which the Insured deems itself responsible or which the Insured has agreed to insure against all risks of physical loss, destruction or damage whether total or partial caused by fire, storm, tempest, flood, earthquake, subsidence, heave, landslip, lightning, explosion, terrorism, impact, aircraft and other aerial devices and articles dropped therefrom, riot, civil commotion, malicious damage, bursting or overflowing of water tanks apparatus or conduits, theft, accidental damage and such other risks as are customarily insured under a property damage "all risks" policy.

3. LIMIT OF INDEMNITY

The full reinstatement value of the property.

4. TERRITORIAL LIMITS

None.

5. PERIOD OF INSURANCE

From the Effective Date throughout the Term.

6. COVER FEATURES AND EXTENSIONS

6.1 The Customer's interest shall be noted on the policy.

7. PRINCIPAL EXCLUSIONS

7.1 War.

7.2 Motor vehicles licensed for road use whilst being used within the provision of the Road Traffic Acts.

7.3 Inherent vice, latent defect, wear and tear, defective materials, rust, faulty or defective design, vermin.

7.4 Pollution or contamination unless by a defined peril.

7.5 Changes in water table.

7.6 Pressure waves caused by aircraft aerial devices travelling at sonic or supersonic speed.

7.7 Normal settlement.

8. MAXIMUM DEDUCTIBLE THRESHOLD

Not to exceed one hundred thousand pounds sterling (£100,000) for each and every claim.



[GLA Entity]
and
TELEFONICA UK LIMITED

**Agreement for the provision of
Mobile Services Lot 2
Schedule 12
Records Retention**

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1. INTRODUCTION

- 1.1 The objective of this Schedule 12 is to establish a framework for the creation, management, storage and disposal of all Information and Records, irrespective of format or medium, owned or held by the Supplier (such objective being a "**Customer Objective**").
- 1.2 This Schedule 12 covers all Information and Records created or acquired by the Supplier in performing its obligations under this Agreement, including the provision of the Services.
- 1.3 The Supplier shall, and shall ensure that its Sub-contractors, adhere to the principles of this Schedule 12 and compliance will be monitored through this Agreement and audits.

2. INFORMATION AND RECORDS

- 2.1 The Supplier recognises that by entering this Agreement with the Customer, its Information and Records are corporate assets which are necessary for the Customer's discharge of its functions in manner which accords with good corporate governance, accountability and compliance with legal requirements. They also have value as evidence of decisions and actions and may be an important source of administrative, evidential and historical information.
- 2.2 All Information and Records created or acquired by the Customer in the course of its business activities, or on its behalf, including by the Supplier in performing its obligations under the Agreement are the property of the Customer unless otherwise specified. This includes Information held in non-Customer email accounts and other non-corporate IT services used by Customer Personnel during the performance of the Supplier's obligations under this Agreement.
- 2.3 The Supplier understands that the management of Information and Records according to best practice will deliver the following business benefits to the Customer:
 - 2.3.1 improved transparency and accountability;
 - 2.3.2 informed decision-making;
 - 2.3.3 compliance with legislation and regulations;
 - 2.3.4 improved Information security;
 - 2.3.5 better use of physical and server space;
 - 2.3.6 better use of staff time;
 - 2.3.7 improved control and faster retrieval of valuable Information resources; and
 - 2.3.8 reduced costs.
- 2.4 The Supplier shall adhere to the principles laid out in the following policies and standards in order to support its compliance with the UK General Data Protection Regulation (2018), and the Freedom of Information Act 2000:
 - 2.4.1 The Secretary of State for Digital, Culture, Media and Sport's Code of Practice on Records Management (2021);
 - 2.4.2 ISO15489:2016 International Standard on Records Management;
 - 2.4.3 BSI 10008:2008 2020 Evidential Weight and Legal Admissibility of Electronic Information;
 - 2.4.4 The National Archives' standards on information and records management;
 - 2.4.5 The Customer's suite of Information governance Policies; and
 - 2.4.6 The Customer's suite of IT Cyber Security Policies and Standards.
- 2.5 The Supplier shall comply with all other relevant legislation, including legislative requirements for record keeping in the areas of health and safety and taxation that may be relevant to the proper management of the Customer's Information and Records.
- 2.6 The Supplier shall make the Information and Records available for inspection to the Customer on request, subject to the Customer giving reasonable notice.

3. **SUPPLIER COOPERATION**

- 3.1 The Supplier shall ensure that, during the Term and a period of at least seven (7) years after expiry or termination of this Agreement:
- 3.1.1 authentic, reliable and usable Records are maintained to support the continuing conduct of business, comply (and assist the Customer in complying) with the regulatory environment, and provide necessary accountability. The integrity of these Records shall be protected for as long as required, and the Supplier shall dispose of these appropriately (including as instructed by the Customer);
 - 3.1.2 Information and Records are maintained in chronological order, in a form capable of audit and at the Supplier's own expense;
 - 3.1.3 where Information and Records are retained in electronic form, the original metadata shall be preserved together with all subsequent metadata in a format reasonably accessible to the Customer;
 - 3.1.4 Information about the Supplier's activities under this Agreement is held in appropriate and readily accessible repositories; and
 - 3.1.5 the management of Information and Records is recognised as a specific corporate responsibility, with the necessary levels of organisational support to ensure its effectiveness.

4. **RESPONSIBILITY**

- 4.1 The Supplier is responsible for keeping accurate and complete Records of their activities and disposing promptly, efficiently and securely of Information and Records associated with the Services which are not required for a specific legal, business, operational or historical purpose.
- 4.2 The Supplier shall retain and maintain all the Records referred to in Annex 1 (*Records to be kept by the Supplier*) and the Customer, upon reasonable notice, reserves the right to request any other Records arising out of this Agreement that it requires.
- 4.3 The Supplier shall be responsible for day to day management and monitoring of best practice in Information and Records Management.
- 4.4 The Supplier is responsible for ensuring that all system documentation is accurate, legible and can be made available to the Customer upon reasonable notice.

5. **PROCEDURES, GUIDELINES AND PROCESSES**

- 5.1 All Information held by the Supplier must be managed in accordance with the Customer's Privacy and Data Protection Policy (PO23 A3), Information Security Policy (P116 A4), Information Access Policy (P113 A3) and Corporate Archives Policy (P118 A2).
- 5.2 The Supplier shall ensure that it develops and maintains corporate best practice guidelines including:
- 5.2.1 a corporate records disposal schedule and business unit-specific schedules as required;
 - 5.2.2 a records management process which includes advice on best practice in managing email, Information storage, documents, scanned material and paper files;
 - 5.2.3 appropriate safeguards to protect sensitive and confidential Records and facilitate Information sharing;
 - 5.2.4 a standard for scanning for legal admissibility plus associated local procedures;
 - 5.2.5 procedures for the transfer and retrieval of Records from external storage; and
 - 5.2.6 guidance on the identification of Records of permanent value and the use of corporate Archives as a corporate resource.

- 5.3 The Supplier shall have in place a corporate strategy for the management of Information, including processes and human resources that support its acquisition, storage and communication, and for the long-term preservation of electronic Records of value.
- 5.4 The Customer may perform a periodic audit of the Information and Records Management processes, procedures and practices of the Supplier to monitor compliance with this Schedule 12.

**ANNEX 1
RECORDS TO BE KEPT BY THE SUPPLIER**

1. RECORDS

1.1 The Supplier shall maintain the following records:

- 1.1.1 this Agreement, its Schedules and all amendments to such documents;
- 1.1.2 all other documents which this Agreement expressly requires to be prepared;
- 1.1.3 Records relating to the appointment and succession of the Supplier Representative and each member of the Key Personnel;
- 1.1.4 all operation and maintenance manuals prepared by the Supplier for the purpose of maintaining the provision of the Services;
- 1.1.5 documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event;
- 1.1.6 all formal notices, reports or submissions made by the Supplier to the Customer Representative in connection with the provision of the Services;
- 1.1.7 all certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services;
- 1.1.8 documents prepared by the Supplier in support of claims for the Charges;
- 1.1.9 documents submitted by the Supplier pursuant to invocation by it or the Customer of the Dispute Resolution Procedure;
- 1.1.10 documents evidencing any change in ownership or any interest in any or all of the shares in the Supplier, where such change may cause a Change of Control; and including documents detailing the identity of the persons changing such ownership or interest;
- 1.1.11 invoices and records related to VAT sought to be recovered by the Supplier;
- 1.1.12 financial records, including audited and un-audited accounts of the Supplier;
- 1.1.13 records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents;
- 1.1.14 all documents relating to the insurances to be maintained under this Agreement and any claims made in respect of them; and
- 1.1.15 all other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Agreement.



TRANSPORT FOR LONDON
and
TELEFONICA UK LIMITED

Agreement for the provision of
Mobile Services Lot 2
Schedule 12
Records Retention

Transport for London
14 Pier Walk
London
SE10 0ES

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1. INTRODUCTION

- 1.1 The objective of this Schedule 12 is to establish a framework for the creation, management, storage and disposal of all Information and Records, irrespective of format or medium, owned or held by the Supplier (such objective being a "**TfL Objective**").
- 1.2 This Schedule 12 covers all Information and Records created or acquired by the Supplier in performing its obligations under this Agreement, including the provision of the Services.
- 1.3 The Supplier shall, and shall ensure that its Sub-contractors, adhere to the principles of this Schedule 12 and compliance will be monitored through this Agreement and audits.

2. INFORMATION AND RECORDS

- 2.1 The Supplier recognises that by entering this Agreement with TfL, its Information and Records are corporate assets which are necessary for TfL's discharge of its functions in manner which accords with good corporate governance, accountability and compliance with legal requirements. They also have value as evidence of decisions and actions and may be an important source of administrative, evidential and historical information.
- 2.2 All Information and Records created or acquired by TfL in the course of its business activities, or on its behalf, including by the Supplier in performing its obligations under the Agreement are the property of TfL unless otherwise specified. This includes Information held in non-TfL email accounts and other non-corporate IT services used by TfL Personnel during the performance of the Supplier's obligations under this Agreement.
- 2.3 The Supplier understands that the management of Information and Records according to best practice will deliver the following business benefits to TfL:
 - 2.3.1 improved transparency and accountability;
 - 2.3.2 informed decision-making;
 - 2.3.3 compliance with legislation and regulations;
 - 2.3.4 improved Information security;
 - 2.3.5 better use of physical and server space;
 - 2.3.6 better use of staff time;
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- 2.4 The Supplier shall adhere to the principles laid out in the following policies and standards in order to support its compliance with the UK General Data Protection Regulation (2018), and the Freedom of Information Act 2000:
 - 2.4.1 The Secretary of State for Digital, Culture, Media and Sport's Code of Practice on Records Management (2021);
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 - 2.4.3 BSI 10008:2008 2020 Evidential Weight and Legal Admissibility of Electronic Information;
 - 2.4.4 The National Archives' standards on information and records management;
 - 2.4.5 TfL's suite of Information governance Policies; and
 - 2.4.6 TfL's suite of IT Cyber Security Policies and Standards.
- 2.5 The Supplier shall comply with all other relevant legislation, including legislative requirements for record keeping in the areas of health and safety and taxation that may be relevant to the proper management of TfL's Information and Records.
- 2.6 The Supplier shall make the Information and Records available for inspection to TfL on request, subject to TfL giving reasonable notice.

3. **SUPPLIER COOPERATION**

- 3.1 The Supplier shall ensure that, during the Term and a period of at least seven (7) years after expiry or termination of this Agreement:
- 3.1.1 authentic, reliable and usable Records are maintained to support the continuing conduct of business, comply (and assist TfL in complying) with the regulatory environment, and provide necessary accountability. The integrity of these Records shall be protected for as long as required, and the Supplier shall dispose of these appropriately (including as instructed by TfL);
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- 4.2 The Supplier shall retain and maintain all the Records referred to in Annex 1 (*Records to be kept by the Supplier*) and TfL, upon reasonable notice, reserves the right to request any other Records arising out of this Agreement that it requires.
- 4.3 The Supplier shall be responsible for day to day management and monitoring of best practice in Information and Records Management.
- 4.4 The Supplier is responsible for ensuring that all system documentation is accurate, legible and can be made available to TfL upon reasonable notice.

5. **PROCEDURES, GUIDELINES AND PROCESSES**

- 5.1 All Information held by the Supplier must be managed in accordance with TfL's Privacy and Data Protection Policy (PO23 A3), Information Security Policy (P116 A4), Information Access Policy (P113 A3) and Corporate Archives Policy (P118 A2).
- 5.2 The Supplier shall ensure that it develops and maintains corporate best practice guidelines including:
- 5.2.1 a corporate records disposal schedule and business unit-specific schedules as required;
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- 1.1.5 documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event;
- 1.1.6 all formal notices, reports or submissions made by the Supplier to the TfL Representative in connection with the provision of the Services;
- 1.1.7 all certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services;
- 1.1.8 documents prepared by the Supplier in support of claims for the Charges;
- 1.1.9 documents submitted by the Supplier pursuant to invocation by it or TfL of the Dispute Resolution Procedure;
- 1.1.10 documents evidencing any change in ownership or any interest in any or all of the shares in the Supplier, where such change may cause a Change of Control; and including documents detailing the identity of the persons changing such ownership or interest;
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