



Schedule 4.1 - Concessionaire Solution

CHANGE HISTORY

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The documents referred to in sections 3 to 11 are Redacted in this document

Concessionaire Solution

1 General Provisions Relating to the Concessionaire Solution

- 1.1 In the documents referenced at Paragraphs 2 to 11 (inclusive):
- (a) capitalised terms which do not have a corresponding definition in Schedule 1 (Definitions) shall be interpreted as having the standard industry meaning;
 - (b) references to 'BAI' and 'BAI Communications' shall be interpreted to mean the Concessionaire and 'we', 'us' and 'our' shall be construed accordingly;
 - (c) references to 'BAI' in the context of statements of prior experience of the Concessionaire shall be interpreted as referring to the relevant entity in the Concessionaire's corporate group as the context requires;
 - (d) subject to Paragraphs 1.1(e) and 1.1(f), statements relating to previous experience of and representations of future activities to be undertaken by of the Concessionaire shall be interpreted as being indicative of the:
 - (i) intention of the Concessionaire; and
 - (ii) understanding of the Concessionaire and TTL at the time of entering into this Agreement;
 - (e) subject to Paragraph 1.3, statements describing how the Concessionaire will comply with specific obligations set out in Schedule 2.1 (Service Description) are contractually binding, provided that:
 - (i) where such statements do not fully meet the requirements, the Concessionaire will not be relieved of its obligation to meet the requirement; and
 - (ii) notwithstanding Clause 1.5, where such statements exceed the requirements, the Concessionaire shall be obliged to comply with the statement; and
 - (f) subject to Paragraph 1.3, Schedule 4.1 (Concessionaire Solution) – A6 ESN Implementation Services and Schedule 4.1 (Concessionaire Solution) – E Health, Safety and Environment are contractually binding;
 - (g) references in text or graphics to Bank/Monument as a single Station shall be interpreted as meaning Bank and Monument as separate Stations; and
 - (h) dates in text or graphics were prepared based on an assumed date of entry into this Agreement by the Parties of 1 June 2021, and should be interpreted as being one month later than the date specified.
- 1.2 No errors in or omissions from Schedule 4.1 (Concessionaire Solution) A0 – Requirements Checklist shall relieve the Concessionaire of any obligations under this Agreement.
- 1.3 Notwithstanding anything else in this Agreement (including Clause 1.5 (Definitions and Interpretation)), nothing in the documents referenced at Paragraphs 2 to 11 (inclusive):

- (a) shall in any way waive, limit or amend the Concessionaire's obligations set out at Clauses 11.15 to 11.22 (Business Plan and Capital Investment);
- (b) shall in any way waive, limit or amend the rights granted to the Concessionaire in respect of TTL Assets in addition to those set out at Clauses 6.26 to 6.31 (Exclusivity);
- (c) amend or limit the Concessionaire's obligations in respect of Low Level Designs (in accordance with the provisions of Schedule 2.1 (Services Description));
- (d) shall impose obligations on TTL (or any other member of the TfL Group) in addition to those set out in Schedule 3 (TTL Responsibilities) including:
 - (i) obligations or assumptions regarding the Approval or Assurance of Deliverables;
 - (ii) obligations on TTL set out in RAID logs; and
 - (iii) obligations on TTL to attend meetings which are not set out in Schedule 8.1 (Governance);
- (e) shall relieve the Concessionaire of the obligations set out in Schedule 2.3 (Standards);
- (f) shall in any way amend the Outline Implementation Plans;
- (g) waive, amend or limit the Concessionaire's obligation to provide Detailed Implementation Plans in accordance with the provisions of Schedule 6.1 (Implementation Plans);
- (h) waive, amend or limit the Concessionaire's obligation to provide Project Executions Plans in accordance with the provisions of Schedule 6.1;
- (i) shall in any way amend Annex 1 of Schedule 8.4 (Document Register); and
- (j) in any waive, amend or limit the Concessionaire's obligation to provide a BCDR plan in accordance with the provisions set out in Schedule 8.6 (Business Continuity and Disaster Recovery).

1.4 The following documents, described as 'Supporting Information' in the documents referenced at Paragraphs 3 to 11 as uploaded to the Completion Dataroom on 15 June 2021 and subsequently onto the USB stick attached to this Agreement) are incorporated as Exhibits into this Agreement) to provide context to the Concessionaire Solution. They are not intended to be contractually binding on the Concessionaire:

- (a) Exhibit 1A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A1 Supply Chain Management Policy;
- (b) Exhibit 2A - BAI_TCP_ISFT_SPTNG INFO RESPONSE Standards Compliance;
- (c) Exhibit 3A - BAI_TCP_ISFT_SPTNG INFO_RESPONSE A1 BCDR PLAN;
- (d) Exhibit 4A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A1 Service Management Plan;

- (e) Exhibit 5A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A1 BAI IT Environment ISMS Manual;
- (f) Exhibit 6A - BAI_TCP_ISFT_SPTNG_INFO_RESPONSE A1 Design Management Plan;
- (g) Exhibit 7A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A2.1 King's Cross LLD;
- (h) Exhibit 8A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A2.1 King's Cross - Highbury & Islington Tunnel LLD;
- (i) Exhibit 9A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A2.1 Sloane Square LLD;
- (j) Exhibit 10A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A2.1 Sloane Square - South Kensington Tunnel LLD;
- (k) Exhibit 11A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A2.1 Base Station Hotel LLD;
- (l) Exhibit 12A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A2.2 BSH and Pilot analysis;
- (m) Exhibit 13A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A2.2 TCP Project Execution Plan;
- (n) Exhibit 14A - BAI_TCP_ISFT-U_SPTNG INFO RESPONSE B1_Strategic RAID;
- (o) Exhibit 15A – BAI_TCP_ISFT_SPTNG INFO RESPONSE A2.2 PEP Sloane Square Project Plan (mpp);
- (p) Exhibit 16A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A2.2 PEP Kings Cross Project Plan (mpp);
- (q) Exhibit 17A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A2.2 Kings Cross BoM (Excel);
- (r) Exhibit 18A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A2.2 Sloane Square BoM (Excel);
- (s) Exhibit 19A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A2.2 CMS&ESN BoM (Excel);
- (t) Exhibit 20A - BAI_TCP_ITPD_ SPTNG INFO RESPONSE A3.2 Fibre Project Plan (mpp);
- (u) Exhibit 21A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A3.2 Fibre Services_BoM (Excel);
- (v) Exhibit 22A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A4 Streetscape BoM (Excel);
- (w) Exhibit 23A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A5 Public Wi-Fi Transition Project Execution Plan;

- (x) Exhibit 24A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A6 Kings Cross ESN LLD;
- (y) Exhibit 25A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A6 Sloane Square ESN LLD;
- (z) Exhibit 26A - BAI_TCP_ISFT_SPTNG INFO RESPONSE A8 Fulham and Hammersmith Site Surveys;
- (aa) Exhibit 8B - BAI_TCP_ISFT_SPTNG_INFO RESPONSE B1 Telefónica UK Heads of Terms (Redacted);
- (bb) Exhibit 1E - BAI_TCP_ISFT_SPTNG INFO RESPONSE E_Draft_Construction Phase Plan; and
- (cc) Exhibit 2E - BAI_TCP_ISFT_SPTNG INFO RESPONSE E Construction Phase Plan ESN Project.

2 Requirements Checklist Table A0

- 2.1 Refer to the document entitled "Schedule 4.1 (Concessionaire Solution) A0 – Requirements Checklist" which is incorporated into this Agreement.

3 General Technical

- 3.1 Refer to the document entitled "Schedule 4.1 (Concessionaire Solution) A1 – General Technical" which is incorporated into this Agreement.

4 Commercial Mobile Services

4.1 Requirements and Design

- (a) Refer to the document entitled "Schedule 4.1 (Concessionaire Solution) A2.1 – Commercial Mobile Services (Requirements and Design)" which is incorporated into this Agreement.

4.2 Planning, Build & Test

- (a) Refer to the document entitled "Schedule 4.1 (Concessionaire Solution) A2.2 – Commercial Mobile Services (Planning, Build and Test)" which is incorporated into this Agreement.

4.3 Operate

- (a) Refer to the document entitled "Schedule 4.1 (Concessionaire Solution) A2.3 – Commercial Mobile Services (Operate)" which is incorporated into this Agreement.

5 Fibre Services

5.1 Requirements and Design

- (a) Refer to the document entitled "Schedule 4.1 (Concessionaire Solution) A3.1 – Fibre Services (Requirements and Design)" which is incorporated into this Agreement.

5.2 Planning, Build and Test

- (a) Refer to the document entitled "Schedule 4.1 (Concessionaire Solution) A3.2 - Fibre Services (Planning, Build and Test)" which is incorporated into this Agreement.

5.3 Operate

- (a) Refer to the document entitled "Schedule 4.1 (Concessionaire Solution) A3.3 – Fibre Services (Operate)" which is incorporated into this Agreement.

6 Streetscape Services

- 6.1 Refer to the document entitled "Schedule 4.1 (Concessionaire Solution) A4 – Streetscape Services" which is incorporated into this Agreement.

7 Public Wi-Fi Services

- 7.1 Refer to the document entitled "Schedule 4.1 (Concessionaire Solution) A5 – Public Wi-Fi Services" which is incorporated into this Agreement.

8 ESN Implementation Services

- 8.1 Refer to the document entitled "Schedule 4.1 (Concessionaire Solution) A6 – ESN Implementation Services" which is incorporated into this Agreement.

9 ESN Service Management Services

- 9.1 Refer to the document entitled "Schedule 4.1 (Concessionaire Solution) A7 – ESN Service Management Services" which is incorporated into this Agreement, subject to Clause 6.35 (ESN Service Management Services).

10 Works Funded by Grants

- 10.1 Refer to the document entitled "Schedule 4.1 (Concessionaire Solution) A8 – Works Funded by Grants" which is incorporated into this Agreement but shall have no operative effect unless and until called off in accordance with Clause 6.36 (Works Funded By Grants Services).

11 Health, Safety & Environment

- 11.1 Refer to the document entitled "Schedule 4.1 (Concessionaire Solution) E – Health, Safety & Environment" which is incorporated into this Agreement.