

Attachment 1

[To be completed by the Company]

Project Name:	[INSERT]		
Proposed Service Commencement Date:	<i>[Supplier to propose]/OR [Insert required service commencement date and indicate if mandatory or indicative]</i>	Call-Off Completion Date:	<i>[Supplier to propose]/OR [Insert required completion date and indicate if mandatory or indicative]</i>
Site(s)	[insert sites where Services are to be performed]	Equipment / Free Issue Materials	[None] / [See clause [•] below]

1 Project Objectives

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3	

2 Services and Specification

This Request Form is for the provision of the following Services under a Call-Off Contract:

- [insert full description of the services to be performed by the appointed Framework Supplier.]***

The Framework Supplier must supply its proposal for the provision of the Services where indicated in the Tender Response (Mini-Competition). In particular the Supplier should include in its proposal details of the following:

- **Resources:** The Supplier should detail how it proposes to deliver the Services set out in the Call-Off Contract including but not limited to details of personnel – managerial and operational (including CVs where relevant), equipment, materials and proposed subcontractors.
- **Methodology:** The Supplier should detail how it proposes to deliver the Services set out in the Call-Off Contract including but not limited to detailing any key activities and milestones, risks, working hours, key documentation, and health and safety and considerations.

3 Contractual Documentation

The Framework Supplier will be required to deliver the following Contractual Documentation to the

Company under the Call-Off Contract:

[Insert the documentation and information which is to be delivered by the Framework Supplier. That may include records, reports, documents, papers, unpatented designs, drawings, data specifications, manufacturing or work processes, testing procedures, relevant computer data and all other technical business and similar information originated by or on behalf of the Framework Supplier in accordance with the Call-Off Contract.]

4 **Abatements**

The Abatements which will apply in relation to the Call-Off Contract are:

[Insert list of applicable Abatements and levels] OR [None]

5 **Project, Services and Timetable**

[Framework Supplier to propose] OR [Insert requirements]

	<u>[Services]</u>	<u>[Timetable]</u>
1		
2		
3		

6 **Equipment and Free Issue Materials**

The Company shall supply the following Equipment to the appointed Framework Supplier for use in the performance of the Services:

[insert description] / [None]

The Company shall supply the following Free Issue Materials to the appointed Framework Supplier for use in the performance of the Services:

[insert description] / [None]

7 **Contract Price and Invoicing**

7.1 Framework Supplier to propose the Contract Price and the information indicated below:

SERVICE	CONTRACT PRICE	PAYMENT (including details of interim milestone payments)
<i>[Service to be performed]</i>	<i>[Note: Framework Supplier to propose. To be calculated on rates and prices no higher</i>	Date: [On Completion] OR [on completion of each of the

	<i>than those set out in the Framework Agreement]</i>	following milestones: [INSERT]
TOTAL:	£[●] <i>[Note: Framework Supplier to propose. This information is intended to match the budget to be stated in the summary table at the top of the Call-Off Contract.]</i>	

8 Call-Off Award Criteria

Each of the Framework Supplier's tenders will be evaluated in four categories: (1) Resources (2) Methodology (3) Contract Price and (4) Project Works and Timetable.

The following is a guide to the content that the Supplier should provide in their tender in relation to each category:

- 1) Resources
The Supplier should detail how it proposes to deliver the Services set out in the Call-Off Contract including but not limited to details of personnel – managerial and operational (including CVs where relevant), equipment, materials and proposed subcontractors.
- 2) Methodology
The Supplier should detail how it proposes to deliver the Services set out in the Call-Off Contract including but not limited to detailing any key activities and milestones, risks, working hours, key documentation, and health and safety and considerations.
- 3) Contract Price
The Supplier should provide a fixed price cost submission calculated on rates and prices no higher than those set out in the Framework Agreement.
- 4) Project Works and Timetable.
The Supplier should provide a programme – with key milestones indicated including the Call-Off Completion Date – in a suitable format.

Weightings

The evaluation of Framework Suppliers' tenders will be weighted as follows:

Resources	<i>[INSERT within band of 20% - 40%]</i>
Methodology	<i>[INSERT within band of 20% - 40%]</i>
Contract Price	<i>[INSERT within band of 40%-60%]</i>
Project Services and Timetable	<i>[INSERT within band of 10%-40%]</i>

Attachment 2

Tender Response (Mini-Competition)

[To be completed by the Framework Supplier]

Project Name:	[INSERT]		
Service Commencement Date:	[Supplier to propose]/OR [if mandatory in the Request confirm if compliant or non-compliant]	Call Off Completion Date:	[Supplier to propose]/OR [if mandatory in the Request confirm if compliant or non-compliant]

1 Proposal for delivery of Services

[Insert proposal for delivery of the services including:

- details of personnel – managerial and operational (including CVs where relevant), equipment, materials and proposed subcontractors.
- - detailing any key activities and milestones, risks, working hours, key documentation, and health and safety and considerations.

2 Contractual Documentation

Framework Supplier to confirm if compliant or non-compliant with Request Form

3 Abatements

Framework Supplier to confirm if compliant or non-compliant with Request Form

4 Project, Services, and Timetable

[Framework Supplier to propose] OR [Compliant/ Non-Compliant with Request]

	<u>[Services]</u>	<u>[Timetable]</u>
1		
2		
3		

The Supplier should provide a programme – with key milestones indicated including the Call-Off Completion Date

5 Contract Price and Invoicing

5.1 Framework Supplier to propose the Contract Price and the information indicated below:

SERVICE	CONTRACT PRICE	INVOICING (including details of interim milestone payments)
<i>[Service to be performed]</i>	<i>[Note: Framework Supplier to propose. To be calculated based on no higher than the rates and prices set out in the Framework Agreement]</i>	Date:[Compliant/ Non-Compliant with Request] OR [Framework Supplier to propose] To: [Compliant/ Non-Compliant with Request] OR [Framework Supplier to propose]
TOTAL:	£[•] <i>[Note: Framework Supplier to propose. This information is intended to match the budget stated in the summary table at the top of the Call-Off Contract.]</i>	

Appendix to Request Form

Draft Call-Off Contract

[INSERT DRAFT FORM OF CALL-OFF CONTRACT]

SCHEDULE 3: TEMPLATE CALL-OFF CONTRACT

Call-Off Contract Ref: _____

This Call-Off Contract, dated and entered into as of this ____ day of _____, _____, (the "Effective Date") is made by and between:

- (1) **TRANSPORT FOR LONDON or TfL**, (the "Company") which expression shall include its successors, transferees and assignees), a statutory corporation established under the Greater London Authority Act 1999 of 5 Endeavour Square, London E20 1JN;
- (2) **FRANKHAM CONSULTANCY GROUP LIMITED** (the "Supplier"), a company registered in England and Wales under number 4409614 and having its registered office at Irene House, Five Arches Business Park, Maidstone Road, Sidcup, Kent DA14 5AE,

pursuant to, and subject to, the terms and conditions of the Framework Agreement (Standard/Fixed Cost Version) for the supply of Asbestos Related Services dated _____ 20 (the "**Framework Agreement**") between Transport for London and Frankham Consultancy Group Limited.

THE PARTIES AGREE as follows:

- (K) The Company appoints the Supplier on a non-exclusive basis during the term of this Call-Off Contract to carry out, and the Supplier agrees to provide, the Services to the Company in accordance with this Call-Off Contract.
- (L) This Call-Off Contract incorporates the terms and conditions set out in the Framework Agreement, unless expressly stated otherwise in the Framework Agreement.

Project Name:			
Term:	<i>[Term for this Call-Off Contract to be inserted]</i>	Service Commencement Date:	[•]
Budget:	[£[•]]	Expiry Date:	[•]
Call-Off Completion Date:	[•]		
Site(s)	[insert sites where Services are to be performed]	Equipment / Free Issue Materials	[None] / [See clause [•] below]

9 **Project Objectives**

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10 **Services and Specification**

The Supplier shall provide the following Services under this Call-Off Contract:

- ***[insert full description of the services to be performed by the Supplier],***
as further described in the Specification attached at Schedule 1 to this Call-Off Contract.

11 **Contractual Documentation**

The Supplier shall deliver the following Contractual Documentation to the Company:

[Insert the documentation and information which you have agreed shall be delivered by the Supplier. That may include records, reports, documents, papers, unpatented designs, drawings, data specifications, manufacturing or work processes, testing procedures, relevant computer data and all other technical business and similar information originated by or on behalf of the Supplier in accordance with this Call-Off Contract.]

12 **Abatements**

The Abatements which apply to this Call-Off Contract are set out below.

[None]/[insert]

13 **Project Services and Timetable**

	<u>[Services]</u>	<u>[Timetable]</u>
1		
2		
3		

14 **Equipment and Free Issue Materials**

The Company shall supply the following Equipment to the Supplier for use in the performance of the Services:

[insert description] / [None]

The Company shall supply the following Free Issue Materials to the Supplier for use in the performance of the Services:

[insert description] / [None]

15 **Contract Price and Invoicing**

15.1 The Contract Price for this Call-Off Contract shall be:

SERVICE	CONTRACT PRICE	INVOICING (including details of any interim milestone payments)
<i>[Service to be performed]</i>	<i>[Note: To be calculated based on the rates and prices set out in the Framework Agreement]</i>	Date: [On Completion] OR [INSERT] To:
<i>[Service to be performed]</i>		Date: To:
TOTAL:	£[●] <i>[Note: This should match the budget stated in the summary table at the top of the Call-Off Contract.]</i>	

15.2 The provisions of Clauses 21 (General) to 26 (Interest) of the Framework Agreement apply to this Call-Off Contract. ***[Note: If you are agreeing different payment terms to those set out in Part 6 of the Framework Agreement, you will need to set those out here. You should not routinely be departing from the agreed payment terms as set out in Part 6 of the Framework Agreement.]***

16 **Termination**

16.1 This Call-Off Contract may be terminated by either Party in accordance with the provisions of the Framework Agreement.

IN WITNESS OF THE ABOVE the parties have signed this Call-Off Contract on the date written at the head of this Call-Off Contract.

SIGNED by)

[insert name of signatory])

on behalf of)

TRANSPORT FOR LONDON)

.....
Authorised Signatory

[SIGNED by)

[insert name of signatory])

on behalf of)

FRANKHAM CONSULTANCY GROUP LIMITED)

.....
Authorised Signatory

SCHEDULE 1 TO CALL-OFF CONTRACT

SPECIFICATION

[Note: Specification for the Services to be provided under this Call-Off Contract to be inserted. As well as the specification for the services, this document should cover: (a) any additional standards (which are not LU Standards) with which the Supplier must comply (clause 11.2 of the Framework Agreement); (b) any training to be provided by the Supplier (clause 11.3 of the Framework Agreement); (c) any design elements which are relevant to the Services (clause 11.4); (d) and specific rules and regulations which must be observed by the Supplier in the performance of the Services (clause 14.1(F)); and (e) the dates when Progress Information is to be supplied and the intervals for any progress/review meetings (clause 19).]

SCHEDULE 2 TO CALL-OFF CONTRACT

MINI-COMPETITION DOCUMENTS

[Completed ITT Mini-Competition and Tender Response Mini-Competition to be attached]

SCHEDULE 4: PRICES AND CHARGING STRUCTURE

1. **Introduction**

- 1.1 This Schedule 4 sets out how the Contract Price for the delivery of the Services by the Supplier, and the performance of the Supplier's other obligations, under or in connection with each Call-Off Contract shall be calculated.
- 1.2 The Contract Price shall be inclusive of all costs and expenses of whatsoever nature and howsoever incurred by the Supplier in the provision of the Services and the performance of the Supplier's obligations in accordance with the relevant Call-Off Contract.

2. **Definitions**

In this Schedule 4, the following definitions shall have the following meanings:

"Rates" means the rates set out in Appendix 1 (Rates) of this Schedule 4 (Prices and Charging Structure).

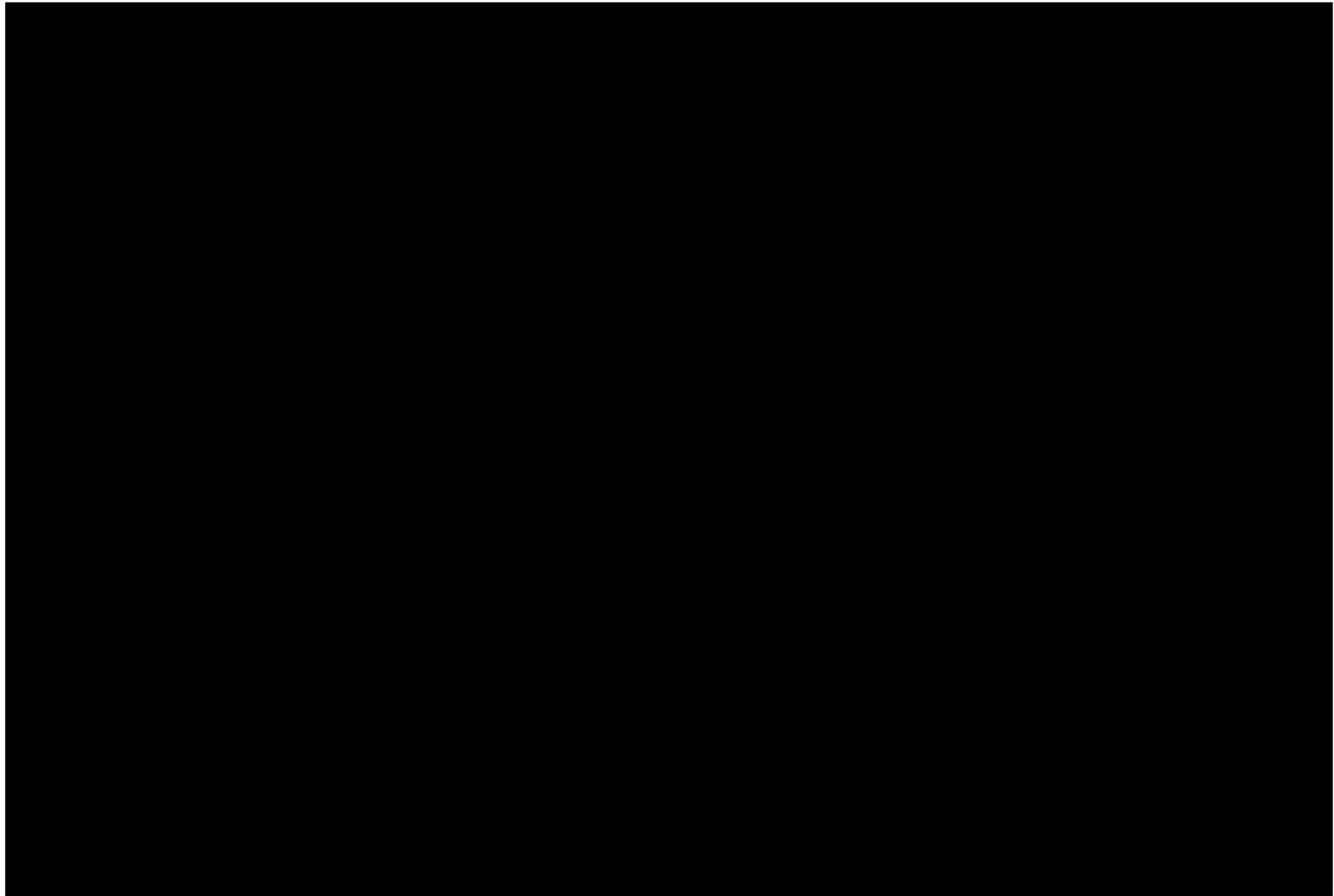
3. **Rates and Payment Applications**

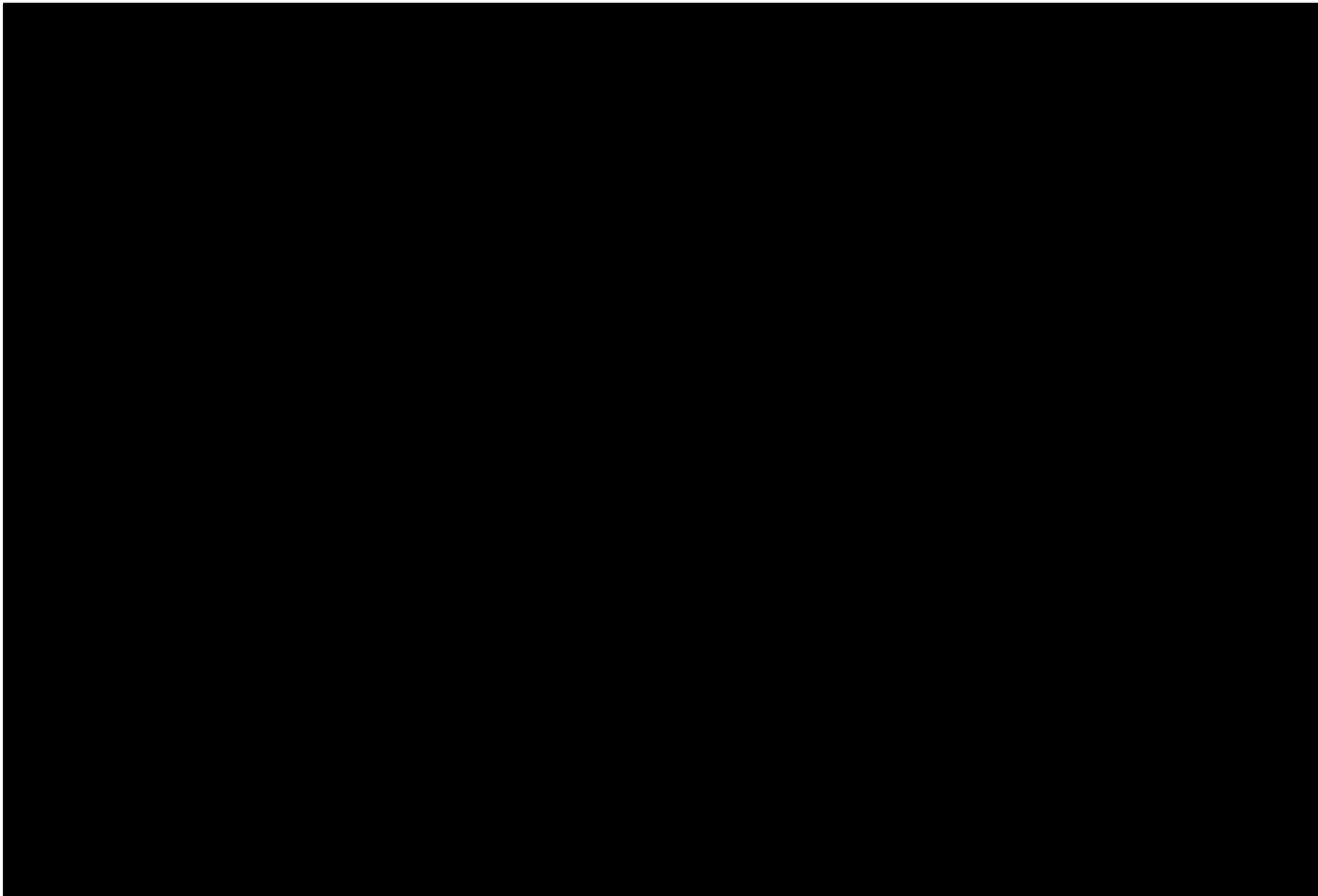
- 3.1 The Rates shall remain fixed for the duration of this Framework Agreement save for Variations agreed between the Company and the Supplier in accordance with Clause 20 (Variations) and Schedule 7 (Contract Variation Procedure and Additional Works) and adjustment further to paragraph 4 (CPI Adjustment). The amounts paid to the Supplier further to Clause 23 (Price and Payment) may be reduced by Abatements calculated in accordance with Schedule 13 (Performance Measurement).
- 3.2 Payment Applications may only be submitted on a Payment Application Date.
- 3.3 Any variation to the Services to be provided under a particular Call-Off Contract further to Clause 20 (Variations) and Schedule 7 (Contract Variation Procedure) will be priced in accordance with the Rates.

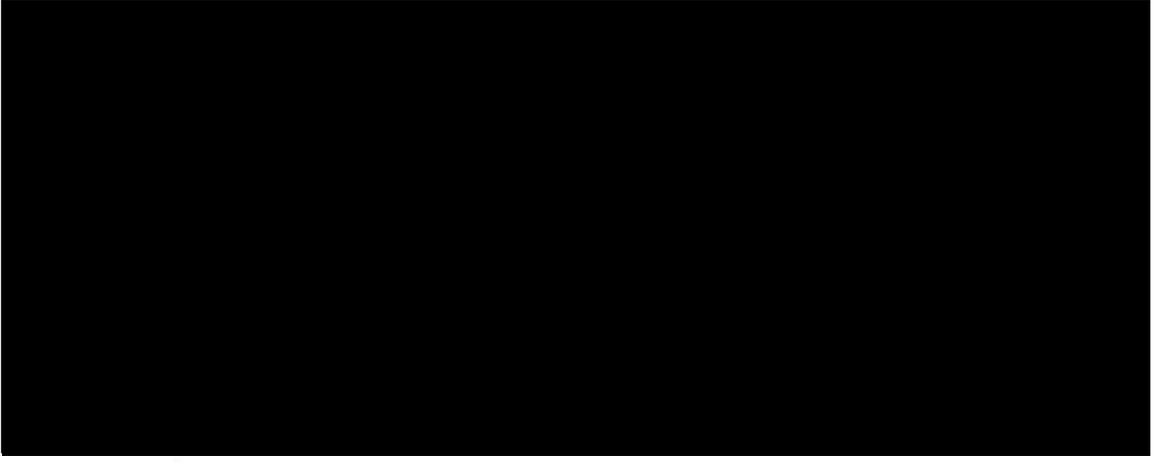
4. **CPI Adjustment**

- 4.1 On 01 April 2021 and 01 April in each subsequent Financial Year, each of the Rates will be adjusted by calculating any percentage difference between:
- (A) the CPI for March in the immediately preceding Financial Year; and
 - (B) the CPI for March in the Financial Year immediately preceding the Financial Year referred to in paragraph 4.1(A),
- and if (A) shall be higher than (B), increasing each of the Rates by that percentage or if (A) shall be lower than (B), reducing each of the Rates by that percentage.
- 4.2 Following each adjustment of the Rates further to paragraph 4.1, the Contract Price will be adjusted to reflect the adjusted Rates.

APPENDIX 1: RATES







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SCHEDULE 5: SERVICES

There are special requirements relating to the carrying out of Services in properties occupied by tenants of the TfL Group. Such special requirements are set out in Appendix 1 to this Schedule 5.

1. Objectives

This Schedule sets out the specification for the Services regarding the monitoring, sampling and analysis of Hazardous Material on assets within the TfL Network and/or Sites to be provided by the Supplier under any Call-Off Contract awarded pursuant to this Framework Agreement. This includes the special arrangements which must be made for entry and egress of personnel to restricted spaces, heights etc. with consideration to be allowed for traffic management requirements (road closures and associated permits), restricted track and station access, tenanted commercial property and residential property.

2. Sampling and Analysis of Airborne Asbestos Fibres; Asbestos Inspections and Surveys; Asbestos Bulk ID; Paint Surveying and Sampling for Lead; SEM; Consultancy Services

Airborne Fibre Monitoring (AFM)

The Supplier shall, using qualified and suitably trained technologists, undertake the following, in accordance with HSE document Asbestos: The Analysts' guide for sampling, analysis, and clearance procedures (HSG 248) and the Control of Asbestos Regulations 2012.

- (A) Sampling & analysis of airborne asbestos fibres
- (B) Four Stage clearance for site reoccupation
- (C) Leak monitoring
- (D) Personnel monitoring
- (E) Background or reassurance monitoring
- (F) Examination and determination of airborne fibre concentration by scanning electron microscopy, including the determination of fibre type by x-ray analysis

The Supplier shall undertake monitoring in liaison with the Company and the remedial/removal contractor that the Company appoints for removal services (as notified by the Company to the Supplier in writing from time to time). The Supplier will act as the Company's representative on site as and when required by the Company and as specified in the Call-Off Contract.

Asbestos Re-inspections, Sampling and Surveys

The Supplier shall, using suitably trained and qualified technologists, carry out asbestos re-inspections, sampling and surveys on assets within the TfL Network, where asbestos is suspected, in accordance with HSE documents, Asbestos: The Analysts' guide for sampling, analysis, and clearance procedures (HSG248) and Survey Guide (HSG264).

The lead surveyor appointed by the Supplier to carry out the Services will hold either the BOHS P402 Surveying & Sampling Strategies for Asbestos in Buildings or the BOHS Certificate of Competence in asbestos.

Asbestos Bulk Identification

The Supplier shall, using suitably trained and qualified technologists, carry out asbestos bulk identification using polarised light microscopy (PLM) and dispersion staining techniques.

These techniques are in accordance with HSE documents, Asbestos: The Analysts' guide for sampling, analysis, and clearance procedures (HSG248). All samples will be analysed by the Suppliers UKAS accredited laboratory.

Lead Paint Surveying, Sampling & Testing

The Supplier shall undertake sampling on site, using qualified and suitably trained technologists, and subsequent laboratory testing.

The Supplier shall provide paint sampling as instructed by the Company to determine lead content. The Supplier shall ensure all samples are analysed by a UKAS accredited laboratory, the results of which are to be provided within the Supplier's technical report to the Company together with recommendations to the Company.

Consultancy Services

If required by the Company, the Supplier shall provide a suitably qualified senior consultant to undertake specific tasks and/or provide specialist advice and guidance on hazardous materials issues. The person provided must be competent with the appropriate qualifications and level of experience for the services required.

Scanning Electron Microscopy (SEM)

The Supplier will, upon instruction from the Company be required to provide SEM analysis of air samples taken. The Supplier will be required to provide a report within 24 hours of the Company's request in the case of an emergency report and within 72 hours in the case of non-emergencies.

Mobile Analysis Facility

Dependent upon the location and scope of works, the Supplier shall have transport facilities that are suitably equipped to undertake analysis of field samples taken as part of reassurance testing, background testing and 4 stage clearance works.

Emergency Call-Out

This section sets out the description of the Services to be provided by the Supplier if the Supplier is appointed to provide Emergency Call-Out Services and/or Non-Emergency Fault Response Services (Rapid Response Services) under a Call-Off Contract to LU/TfL sites.

"Emergency Call-Out" and/or "ECO" means the Services described in sub-paragraph (a) below.

Non-Emergency Fault Response 24-48 hours means the Services described in sub-paragraph (b) below.

The Supplier must be capable of providing response and attendance on Site 24 hours a day, 7 days a week and 365 days a year.

The Supplier shall provide a dedicated point of contact telephone service to receive requests from the Company for Emergency Call-Outs and/or Non Emergency Fault Response which shall be available at all times during the term of the Contract for such Services. This shall not be provided by an automated answering system.

Emergency Call-Out Services and Non Emergency Fault Response Services may relate to any and all of the asbestos related services described in section 2 of this Schedule.

The request for a rapid response from the Supplier to a fault on site will be initiated by the Company by telephone and/or via email (which may be in the form of a standard works request form). The rapid response service may be one of the following:

(a) **Emergency Call Out (ECO) attendance**

After the ECO request is raised by the Company the Supplier shall attend the Site within 1 hour between 11:00pm and 6:00am, or within 2 hours at all other times of the day, or within such other time period (which shall not exceed 24 hours) as stipulated by the Company, and:

- Stage 1 - Immediately following attendance at Site, the Supplier shall advise the Company by telephone and by email the nature of its findings and its proposal for any further services/actions required.
- Stage 2 – If required, the Supplier shall analyse bulk ID samples in relation to the relevant fault and provide results by telephone and by email of such analysis within 2 hours from the sample being discharged by Supplier from the Site.
- Stage 3 - The Supplier shall submit to the Company a final close out report incorporating all findings and results from stages 1 & 2 and any proposed further action. This should be submitted within two working days following the Supplier's attendance on site. For the avoidance of doubt, the Supplier is not responsible for carrying out any remedial work recommended in the report.

Additional Requirements

As a follow-up action, the Supplier may be required to carry out Scanning Electron Microscopy (SEM) fibre counting of wipe samples and provide results of such analysis within 12 hours or shorter timescales as stipulated by the Company.

(b) **Non-Emergency Fault Response 24 - 48 Hours**

The Supplier shall attend the Site between 24 hours and 48 hours as stipulated by the Company of the rapid response request being raised by the Company.

- Stage 1 - Immediately following attendance at the Site, the Supplier shall advise the Company by telephone and by email the nature of its findings and its proposal for any further services/actions required.
- Stage 2 – If required, the Supplier shall analyse bulk ID samples in relation to the relevant fault and provide results by telephone and by email of the analysis within 24 hours from the sample being discharged by Supplier from the Site.
- Stage 3 - The Supplier shall submit to the Company a final close out report incorporating all findings and results from stages 1 & 2 and any proposed further action. This should be submitted within two working days of following the receipt of final results of samples taken on site. For the avoidance of doubt, the Supplier is not responsible for carrying out any remedial work recommended in the report.

3. Responsibilities

For Call-Off Contracts awarded under this Framework Agreement, in addition to fulfilling the core terms, the Supplier shall be responsible for:

- i. ensuring that inspection and test requirements on the relevant asset(s) in the TfL Network are detailed in the Supplier's Method Statement (if any) required pursuant to the Call-Off Contract;
- ii. providing independent monitoring of removal services and works conducted by other suppliers appointed by the Company; acting as the Company's Representative on Site when requested;
- iii. providing advice and guidance on Hazardous Materials issues when required to do so by the Company Representative or when acting as the Company's Representative;
- iv. ensuring that staff are suitably and sufficiently trained to carry out work within the specific TfL location within which they are working. This may include, but is not limited to:
 - LU track environment (basic track awareness),
 - LU S&CSE secure rooms QAF54 (e.g. relay rooms),
 - LU machine chambers (lift & escalator machine chamber access),
 - LU depots (core area A & depot tours),
 - Sentinel or other relevant training to access all TfL locations,
 - Network Rail Interface (relevant NR training/passes/permits (e.g. personal track safety (PTS))), and
 - tenanted commercial property and residential property – training related to the safeguarding of occupants.

4. Description of the work

The Supplier shall perform the following activities as required for the execution of the Services under each Call-Off Contract:

- i. Deliver the obligations stated in the Call-Off Contract in respect of asbestos and non-asbestos related risks.
- ii. Resource management (including manpower, materials and equipment).
- iii. Site management in line with all legal and Company requirements.
- iv. Provide, upon instruction by the Company, specific training covering asbestos awareness in high risk areas to Company personnel and advise on Site safety requirements when necessary.
- v. Briefing including tool box talks to the appointed member(s) of the Supplier's organisation who shall carry out the Services on Site.
- vi. Obtaining approval of Operational Assurance Notifications (OANs) and any specific landlords approval, where required. The OAN process is contained within the LU Assurance Standard S1538 and is required to be completed and authorised, where the works are "likely to impact" on train or station

operations. The Supplier is also required to ensure that the relevant access arrangements are in place using the appropriate mechanism according to the location of work.

- vii. Producing identification reports, management survey reports, refurbishment and/or demolition survey reports, airborne fibre monitoring certificates, lab reports and four stage clearance reoccupation certificates, uploaded as required by the Company. Prepare and deliver reports on Supplier's findings in relation to the Services if required by the Company, as set out in the Call-Off Contract.
- viii. Uploading of reports if required to the Company's electronic storage system.

5. Compliance - specific asbestos related Standards

All Services are to be conducted in accordance with the prevailing HSE guidance documents and UKAS procedures.

The Supplier shall also conform to relevant LU/TfL Standards including but not limited to:

- hot working processes and fire isolations,
- management of asbestos,
- risk assessed method statements,
- incident reporting/fault reporting and immediate investigations,
- LU QUENSH contract menu, and
- permits to work.

6. Transportation and waste disposal

Transportation and disposal of asbestos and other hazardous materials samples and waste must be carried out in accordance with Applicable Laws and HSE regulations.

7. General Information

Company locations that may require services include:

- i. London Underground assets and premises,
- ii. TfL Overground Rail assets and premises,
- iii. TfL Surface Assets and premises,
- iv. DLR assets and premises,
- v. Trams assets and premises,
- vi. Bus garages,
- vii. TFL bridges,
- viii. Road highways and tunnels,
- ix. Rail track and specific track sections as directed by the Company,

- x. Station premises,
- xi. Thames Clipper and Woolwich Ferry Piers,
- xii. Fleet assets,
- xiii. Depots,
- xiv. Lift and Escalator equipment,
- xv. Operational premises,
- xvi. Office facilities,
- xvii. Sub-Stations,
- xviii. Tenanted commercial and residential properties including, but not limited to, residential units, offices, retail units, arches, industrial units, voids and deep shelters,
- xix. Development areas, and
- xx. other assets within the TfL Network as directed by the Company.

8. Project programme

The Supplier shall comply with any programmes and timescales for performance of the Services as determined by the Company, who may specify the Service Commencement Date and Call-Off Completion Date in the Call-Off Contract.

9. Completion of works

Any Services must be completed by the Call-Off Completion Date (CCD). The Supplier shall raise and submit a Completion Certificate to the Company when it considers that it has completed the relevant Services and submitted all associated documentation in accordance with the Call-Off Contract.

10. Site supervision

Overall site safety control, site safety monitoring, site supervision, and any track protection, will be provided by the Supplier, details of which will be highlighted in the Safe System of Work (SSoW) which is to be provided by the Supplier as required by the Company.

11. Reports and documentation

All reports and documentation to be provided as part of the Services are to be presented in formats agreed with the Company. Reports and documentation are to be typically sent electronically to the Company as specified by the Company in writing from time to time including as set out in the Call-off Contract.

Unless otherwise stipulated in:

- this Framework Agreement; or
- a Call-Off Contract,

where the Supplier submits reports and documentation to the Company (the "Submission"), the Company's Representative shall provide comments on the Submission within fifteen (15)

Working Days from receipt (or such other time period as may be agreed between the Parties).
If the Company's Representative fails to provide comments within such time period, the
Submission is deemed to be accepted.

Appendix 1

Special requirements relating to the carrying out of Services in areas occupied by tenants of the TfL Group

1. Definitions

In this Appendix 1 to Schedule 5, the following definitions shall have the following meanings:

"Occupied Area" means an area occupied by a tenant(s) of the TfL Group.

"Residential Occupied Area" means an Occupied Area that is occupied by a residential tenant(s) of the TfL Group.

"Supplier Personnel" means all of the Supplier's personnel, including that of its supply chain.

2. General requirements relating to all Occupied Areas

The following requirements apply to all Occupied Areas.

- 2.1. The Supplier shall ensure that Supplier Personnel shall at all times when providing the Services to the Company's commercial property portfolio present themselves as a professional service team.
- 2.2. At all times when undertaking their duties, the Supplier shall ensure that Supplier Personnel shall carry on their person at least two (2) Company-approved forms of identification, which (subject to the requirements of the Company from time to time) may include: (i) a form of identification for the provision of the Services to Company-occupied areas; and (ii) a form of identification for the provision of Services to Occupied Areas.
- 2.3. Prior to accessing an Occupied Area, the Supplier must first:
 - (a) seek and obtain permission from the Company to access the Occupied Area; and
 - (b) propose, and obtain the agreement of the Company for, a steps plan for undertaking the Services in the Occupied Area, including an escalation process, which Supplier Personnel shall follow at all times when accessing the Occupied Area.

3. Requirements relating to Residential Occupied Areas

The following requirements apply to all Residential Occupied Areas.

- 3.1. The Supplier shall provide Services to the Company's residential portfolio, which shall include booking appointments with the Company's residential tenants as required.
- 3.2. When providing Services to the Company's residential portfolio, the Supplier shall adhere to the Company's policy and procedures from time to time for performing works in Residential Occupied Areas, which shall include (but not be limited to) compliance with the following requirements:
 - (a) Supplier Personnel must be appropriately vetted with a full Criminal Records Bureau ("CRB") check prior to accessing a Residential Occupied Area;

- (b) at all times when accessing a Residential Occupied Area, Supplier Personnel must wear the Supplier's approved work clothing, safety boots or shoes and ID card(s) and keep them as clean as possible;
- (c) Supplier Personnel shall arrive at each relevant Residential Occupied Area on time, and park any vehicles considerately and in authorised areas/locations only;
- (d) if unforeseen delays are encountered, the Supplier shall notify the affected residential tenant(s) immediately to advise them of the status;
- (e) Supplier Personnel shall never accept the key(s) to a residential tenant's property unless this arrangement has been formally agreed beforehand with the tenant and the Company's representative(s);
- (f) at all times when on site at a Residential Occupied Area, the Supplier Personnel shall carry a mobile phone which must have an appropriate ring tone activated, or be put on silent or vibrate mode;
- (g) Supplier Personnel shall allow plenty of time for residential tenants to answer the door;
- (h) if Supplier Personnel are unable to gain access to a Residential Occupied Area, a calling card shall be left at the affected property asking the residential tenant to contact the Supplier's relevant department or personnel to re-arrange the appointment;
- (i) before entering a Residential Occupied Area, Supplier Personnel shall greet the relevant residential tenant politely with an introduction, explain the purpose of the visit and clearly show their ID card(s) (if the residential tenant has any concerns, the Supplier Personnel shall invite the tenant to contact the Company for verification);
- (j) Supplier Personnel shall be polite, helpful, courteous, and, above all, professional when interacting with residential tenants (anger, rudeness and over-familiarity (e.g. asking personal questions) are not acceptable forms of conduct);
- (k) if a residential tenant is behaving inappropriately or being rude or aggressive, Supplier Personnel shall leave the property immediately and contact the Company's representative(s);
- (l) Supplier Personnel shall offer to cover/remove their shoes when entering a Residential Occupied Area;
- (m) Supplier Personnel shall explain clearly to the residential tenant the nature of the work they have been required to undertake within the Residential Occupied Area, and discuss how this may affect the residential tenant;
- (n) On completion of the relevant work within the Residential Occupied Area, Supplier Personnel shall explain to the residential tenant what work has been carried out;
- (o) where the work to be carried out cannot be completed within the time frame of a first visit to a Residential Occupied Area, the Supplier Personnel shall explain to the residential tenant what will happen next, including reference to clear steps and timescales where possible;

- (p) Supplier Personnel shall take care of the residential tenant's possessions, and protect them from potential hazards such as damage, dust, and paint (furniture and carpets should be completely covered by dust sheets where appropriate);
 - (q) Supplier Personnel shall ensure that any furniture removed to carry out the work is returned to its original place (if breakable or valuable items are present, Supplier Personnel shall explain to the residential tenant the potential risk to the item and advise the residential tenant to move the item to a safer place);
 - (r) Supplier Personnel shall ensure that the materials and tools utilised do not endanger anyone in the Residential Occupied Area, and shall keep work areas tidy and free from hazards;
 - (s) Supplier Personnel shall leave each work area in the condition it was found in;
 - (t) Supplier Personnel shall make good any damage to the fabric of the residential tenant's property caused by carrying out the work;
 - (u) where applicable, Supplier Personnel shall make sure essential services are connected at the end of each day or as soon as the relevant work is completed;
 - (v) Supplier Personnel shall not enter a Residential Occupied Area unless there is a responsible adult present;
 - (w) Supplier Personnel shall not smoke, play music or other sounds on radios or any other sound-emitting devices, or make or receive private phone calls; and
 - (x) unless they have first obtained permission from the residential tenant, the Supplier Personnel shall not take lunch breaks within a Residential Occupied Area, use a tenant's toilet, or go into any room in a Residential Occupied Area.
- 3.3. The Supplier shall ensure the Supplier Personnel complete the Company's minimum training requirements for residential properties (as relevant to the Services), which shall incorporate vulnerable adults and children training, as well as managing tenant behaviours. This training shall be part of the induction training for Call-Off Contracts and residential property training shall be refreshed annually, or on an increased frequency basis as deemed appropriate by the Company or the Supplier.

SCHEDULE 6: ACCESS IN RELATION TO THE LUL NETWORK

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SCHEDULE 6: ACCESS IN RELATION TO THE LUL NETWORK

1.1. Purpose

The purpose of this Schedule 6 (Access in relation to the LUL Network) is to outline the processes and provisions as regards to the securing of access in order to deliver the Services.

1.2. Definitions

The terms used in this Schedule 6 (Access in relation to the LUL Network) in regard to access have the following meanings:

"Access Subcategories" has the meaning defined by paragraph 1.4.1(I) of this Schedule 6 (Access in relation to the LUL Network).

"Access Manager" is the person designated by the Head of Access as the manager for access requests for particular works and who will act as the single point of contact for all access related matters.

"Accepted Access Plan" is the latest Access Plan applied for by the Applicant and accepted by the Company within RailSys and supersedes any Access Plans previously accepted in RailSys. The Accepted Access Plan attached at Appendix 2 hereto is the Accepted Access Plan at the date of this Contract.

"Access Plan" means the access plan prepared by the Applicant within RailSys detailing the access required to deliver the Services.

"Applicant" means the Supplier unless otherwise specified in the Call off Contract.

"Application to Work Form" means the form contained in Appendix 4 to this Schedule 6 (Access in relation to the LUL Network).

"Emergency Access" has the meaning defined by paragraph 1.4.1(E) of this Schedule 6 (Access in relation to the LUL Network).

"Engineering Hours" means the term applying to the running line and is described as being when traction current is switched off (as published in the Guide to Switching Current On and Off subject to variance as published in an Engineering Notice) and trains are not running (ref LUL Rule Book 17 for the definition of Engineering Hours).

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

"Engineering Notice Look Ahead" means a draft publication produced and circulated by LUL providing a weekly view of items that, at that time, are planned to be published on the Engineering Notice for a specific shift.

"Exclusive Access" has the meaning defined by paragraph 1.4.1(D) of this Schedule 6 (Access in relation to the LUL Network).

"Head of Access" means the person responsible for managing access to the LUL

infrastructure for works. This role includes but is not limited to the responsibility for the publication of safety documentation.

"Incident Officer" means the senior LUL operating officer responsible for managing an incident.

"Latest Request Date" means the last date an access request can be made in line with a given timescale as set out in paragraph 2.1 of this Schedule 6 (Access in relation to the LUL Network).

"L&E Closures" has the meaning defined by paragraph 1.3.1(H).

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

"LUL" means London Underground Limited.

"LUL Rule Books" are the rule books covering the operation of trains and Stations and accessing the Track and published by the Company.

"Major Closure" has the meaning defined by paragraph 1.4.1(F) of this Schedule 6 (Access in relation to the LUL Network).

"Minor Closure" has the meaning defined by paragraph 1.4.1(G) of this Schedule 6 (Access in relation to the LUL Network).

"Network Rail" means Network Rail Infrastructure Limited.

"Network Rail Interface Locations" means the locations on the LUL Network where Network Rail infrastructure interfaces with LUL infrastructure including but not limited to the location identified in Appendix 9 to this Schedule 6 (Access in relation to the LUL Network).

"Nightly Engineering Protection Arrangements (NEPA)" mean the publication produced and circulated within LUL at short notice containing details of safety related material for engineering works and engineer's trains and vehicles.

"Night Tube" means the provision of a 24 hour revenue service.

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

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

- a) the Central Line route between and including Hainault, Loughton and Ealing Broadway stations (no Night Tube outside of this route);
- b) the Jubilee Line entire network;
- c) the Northern Line route between and including High Barnet, Edgware and Morden

Stations via the Charing Cross Branch (no Night Tube outside of this route);

- d) the Piccadilly Line route between and including Cockfosters and Heathrow Terminal 5 stations (no Night Tube outside of this route);
- e) the Victoria Line entire network.

"Non-Restrictive/Exclusive Access" has the meaning defined by paragraph 1.4.1(B) of this Schedule 6 (Access in relation to the LUL Network).

"Operational Managers" are Station area managers and train operations managers.

"Operational Assurance" means an Operational Assurance Notification made to LUL in accordance with the requirements of Standard S15388 (A11) and is incorporated in to an access request made in RailSys.

"Pathway" is the TfL project planning process.

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

"Possession Meeting" means a meeting to discuss the viability of a proposed Track possession.

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

"Self Service Access" has the meaning defined by paragraph 1.4.1(A) of this Schedule 6 (Access in relation to the LUL Network).

"Specialist Protection" means all protection arrangements in addition to the Suppliers SPC (with dual protection qualifications) including but not limited to possession masters; protection resources to implement possession protection arrangements; staff to isolate traction current, technical officers to implement a set of protection arrangements and protection on Network Rail Infrastructure.

"Stage Gates" are the project control gates defined by Pathway and as listed below:

Stage 1 – Outcome definition,

Stage 2 – Feasibility,

Stage 3 – Concept Design,

Stage 4 – Detail Design,

Stage 5 – Delivery, and

Stage 6 – Project Close.

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

"RailSys" means the access booking system for all engineering work on the stations and track (RailSys is a geographical interface where Access Plans and Track access requests are made).

"Restrictive Access" has the meaning defined by paragraph 1.4.1(c) of this Schedule 6 (Access in relation to the LUL Network).

"Smartcard" means the Sentinel smartcard as defined by section 6 of this Schedule 6 (Access in relation to the LUL Network).

"Track" means the areas to which LUL Rule Book 17 applies including track, tunnels, embankments and other line side infrastructure.

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

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

"Underground Network" means the Company's railway network and includes all surface, sub-surface and deep tube lines.

"Work Request Form" means the e-form provided on the Company's access booking portal and which is completed by the Applicant to reflect the Access Plan and requirements for plant and equipment (including engineering trains) and specialist protection.

"Working Time" means the period of agreed access (including closures) in either Traffic Hours or Engineering Hours.

1.3. The Access Plan

1.3.1. The Supplier prepares an Access Plan with the objective to maximise the efficient use of the available Working Time and takes account of the following in the access planning process:

- (A) the information provided in the Local Station Access Arrangement Reference Files (the use of any potential storage areas identified by the Local Station Access Arrangement Reference Files remains subject to the Supplier obtaining the appropriate storage licences);
- (B) the optimisation of Working Time if the works can be carried out in Traffic Hours;
- (C) the minimisation of the number and duration of closures;
- (D) the utilisation and extension of existing planned closures;

- (E) the hours/shifts/days in the week required to be worked in order to comply with the programme;
- (F) the timescales for booking access and closures defined in paragraph 2;
- (G) the sharing of access with others and the minimisation of disruption of the work of others;
- (H) the completion of the clearance of workers, materials tools and equipment tools in Traffic Hours and supports plans with method statements detailing appropriate measures for the protection of the public, if the productivity of Engineering Hours working can be increased safely;
- (I) the maximisation of working time during Engineering Hours when accessing the Track through a Station (where it is safe to do so, all persons, plant and equipment may be positioned within the Station ready to access the Track immediately on confirmation of traction current being turned off);
- (J) the compliance to the minimum call back time of 20 (twenty) minutes for Track access before the expiry of each shift of Engineering Hours (to allow for the safe removal of all workers, materials, tools, equipment and the like) unless a shorter period is stated in Appendix 3 of this Schedule 6 (Access in relation to the LUL Network);
- (K) any limitation on Engineering Hours specific to the works stated by the Company in Appendix 3 of this Schedule 6 (Access in relation to the LUL Network);
- (L) the time required for the Supplier to ensure the worksite is left clean and safe; and
- (M) Night Tube.

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

- it is not compatible with the Access Plan Template;
- it does not take into account the information provided in the Local Station Access Arrangement Reference Files;
- it does not optimise the Working Time;
- it proposes an excessive number or duration of closures;
- it does not adequately make use of existing planned closures;
- it is not compatible with the programme;
- it does not comply with the timescales for booking Access and Closures defined in paragraph 1.5 of this Schedule 6 (Access in relation to the LUL Network);
- it assumes the use of an existing closure for which an Application to Work Form has not been approved by the Access Manager;
- it assumes an extension to an existing planned closure which has not had the prior approval of the Access Manager;

- it requests an access or closure type which is not appropriate for the works
- it does not adequately provide for the work of others;
- it does not maximise the use of available access;
- it does not allow for minimum call back periods or other working constraints detailed by the Company;
- it does not provide as a minimum all the information provided in the Access Plan template;
- it does not allow sufficient time for worksites and the Site as a whole to be left clean and safe; and
- it does not allow for the operation of Night Tube.

The Supplier submits a revised Access Plan for acceptance in the following circumstances:

- if the Accepted Access Plan is no longer applicable in all the circumstances;
- when a change is required to align with the programme; and
- after the Company Representative has instructed the Supplier to do so (the submission is made within the period of time stated in such instruction and, for the avoidance of doubt, such instruction does not entitle the Supplier to apply for a Relief Event).

1.3.3. Should the Supplier need to work hours additional to those stated in the Accepted Access Plan (within the constraint of the maximum working hours available within the booked access types), the Supplier gives at least 5 working days' notice and obtains the Company Representative's prior written acceptance.

1.3.4. The Applicant shall be responsible for checking for clashes (Clash Checking) in respect of access booked by others and the Company by means of the graphical interface provided in RailSys. The Supplier shall also monitor the following publications:

- (A) Engineering Notice Look Ahead;
- (B) Engineering Notice;
- (C) Nightly Engineering Protection Arrangements (NEPA); and
- (D) Traffic Circular.

1.3.5. In the event of clashes the Supplier shall notify the Company Representative. The indicative publication timescales (in advance of proposed works) for the above notices are as provided in Appendix 6 of this Schedule 6 (Access in relation to the LUL Network).

1.3.6. In the event that the Supplier attends the Site and access is not provided by the Company in accordance with the Accepted Access Plan the Supplier shall complete the "Cancelled or Delayed/Curtailed Access Form" contained in Appendix 7 of this Schedule 6 (Access in relation to the LUL Network).

1.3.7. Clash checking by the Supplier and the completion of a "Cancelled or Delayed/Curtailed Access Form" in full (including the obtaining of all necessary signatures) and the identification of the period of access in question on the Accepted Access Plan (with the relevant RailSys number) are all condition precedents in respect of any entitlement to apply for a Relief Event.

1.4. Types of Access

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

(A) Self Service Access

Self Service Access is a category of access for undertaking non-exclusive and non-restrictive works on the work, using all necessary tools and equipment. It is valid for both Station and Track. The RailSys number is valid for one access event at one location. It can be raised at short notice and the RailSys number is instantly raised without the need for approval.

Self Service Access does not need to be Published.

(B) Non-Restrictive/Exclusive Access

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

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

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

(C) Restrictive Access

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

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

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

Restrictive Access will need to be Published.

(D) Exclusive Access

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

working in that worksite.

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

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

Exclusive Access will need to be Published.

(E) Emergency Access

Emergency Access is access required to deal with an Incident as defined in LUL Rule Book 2, or is required to rectify the failure of an asset which, if not rectified, would have a material adverse impact on passenger services. Emergency Access takes precedence over any other booking or request as directed by the Incident Officer.

(F) Major Closures

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

(G) Minor Closures

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

(H) L&E Closures

Lift & Escalator Closures are closures of lifts, escalators, travelators, fixed stairways, routeways or cross-passageways which can be accommodated without requiring a Station or platform to be closed.

The Applicant will liaise with the Access Manager to review the impact of the requested L&E Closure in the context of any other concurrent Underground Network closures. Where the Applicant is the Supplier, the Company's Representative may also participate in such liaison.

(I) Access Subcategories

Within the above access types there are a number of access subcategories which are used in the booking system. The subcategories are detailed in Appendix 8 of this Schedule 6 (Access in relation to the LUL Network) and a

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

- 1.4.2. For all closure requests the Applicant attends a Pre-Closure Request Meeting or Possession Meeting with the Access Manager before a Work Request Form is submitted by the Applicant for approval. Where the Applicant is the Supplier, The Company's Representative may attend such meetings.
- 1.4.3. Where the Company's Representative and Supplier agree a proposed closure has business justification, the Applicant confirms with the Access Manager the acceptability of the proposed closure. Where the Access Manager confirms that the proposed closure dates are not acceptable the Applicant shall liaise with the Access Manager to identify alternative closures that are as near as possible and equivalent to the closures originally proposed by the Supplier. Where the Applicant is the Supplier, the Company's Representative may also participate in such liaison. The Access Manager's decision as to the acceptability of a proposed closure or proposed alternative closures is final and binding.
- 1.4.4. The Access Manager may reject proposed closures on, including (without limitation) the grounds that if granted it would unduly limit journey opportunities. By way of guidance, and without limitation, examples of such a limitation of journey opportunities would be:
- (A) a closure of a central London Station during a seasonal event,
 - (B) a closure of a key Station for access to a popular one-off event during the period of the event,
 - (C) a closure of a key branch for access to airport terminals during a peak travel weekend, or
 - (D) a closure on a part of a line when there is a concurrent closure on the only alternate line during an abnormally busy period.

Similarly a closure request may be rejected where it is considered that the level of disruption caused is not justifiable given the nature and the scope of the works.

2. Time Scales for booking access and closures

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

Type	Applicable to:			
	Station Access	Track Access	Working Time in	
			Engineering Hours	Traffic Hours
Self Service Access	Yes (0)	Yes (0)	Yes	Yes

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

Notes

- I. The above table gives the T- date in brackets by which planning must be completed (the Latest Request Date). The Supplier must allow for sufficient time for adequate access planning. The Supplier shall note that there is approximately a 30 minute delay between making a Self Service Access request and the number appearing on the track access control system. During this period the Supplier will not have access.
 - II. A Minor Closure may be applicable to Engineering Hours if a vehicle is being outstabled. Where no more than two vehicles are being outstabled at any single location the timescale for booking may, subject to the agreement of the Access Manager, be reduced to 90 days.
 - III. A Major Closure or Minor Closure in respect of a depot or siding may be required if the proposed works affects the operational railway.
- 2.2. At specific locations the minimum booking period for Closures stated in the above table may be able to be reduced. Where a reduced period applies this is stated in Appendix 3 of this Schedule 6 (Access in relation to the LUL Network).
- 2.3. The Supplier plans access as early as possible and in no event applies for access or closures after the Latest Request Date has past.
- 2.4. Where access is required to Network Rail infrastructure at the Network Rail Interface Locations the minimum booking period for all access types is 294 days except for Major Closures which remains unchanged.

3. Utilising Existing Closures

- 3.1. The Supplier actively seeks to utilise the Company's existing closure programme to progress the Works. A list of existing planned closures is provided at Appendix 1 to this Schedule 6 (Access in relation to the LUL Network).
- 3.2. The Supplier identifies all possible opportunities to use the Company's existing closure programme and provides the information necessary to complete the Application to Work Form. The Applicant completes the Application to Work Form and submits this to the Access Manager and the Company's Representative for approval. Such Work Form shall be submitted a minimum of 15 (fifteen) weeks prior to the relevant closure start date. The Applicant attends the planning meetings for the relevant closure and the Supplier prepares for submission by the Applicant any information as may be requested by the Access Manager as part of this planning process. Where the Applicant is the Supplier, the Company's Representative may attend such meetings.
- 3.3. The Supplier may also propose an extension to an existing planned closure. The Company's Representative considers the proposal and where the business benefits more than offsets the increased customer disruption, authorises the Applicant to seek endorsement by the Access Manager. The Access Manager determines whether the request should be taken forward as a formal application and advises the Applicant accordingly. Where such application has been approved by the Company's Representative, the Supplier shall submit an updated Access Plan to reflect such application to the Company's Representative for approval.
- 3.4. The Supplier recognises the level of disruption and limitation of journey opportunities which result from closures and where the Supplier plans any change to the scope or type of works to be undertaken under an existing closure, seeks the approval of the Company's Representative accordingly. The Applicant seeks consent for the change from the Access Manager. The Supplier accepts that if the Access Manager or the Company's Representative considers that changes in scope are such that the business benefit of the works to be carried out is no longer commensurate with the disruption caused, that the closure may be cancelled. For the avoidance of doubt where a closure is cancelled in these circumstances it is not a Relief Event and the Supplier submits a revised Access Plan for acceptance by the Company's Representative.

4. Booking and Arranging Access

- 4.1. The Applicant books and co-ordinates access to the Site with the Access Manager in accordance with the Work Request/RailSys process and the Accepted Access Plan. The Supplier accepts that access to the Site will be refused without a valid RailSys number and the Supplier checks that it is in possession of a valid RailSys number for all access requirements detailed on the Accepted Access Plan. If the Supplier is not in possession of the same it advises the Company's Representative accordingly.
- 4.2. The Supplier complies with any security requirements, which may be notified to the Supplier by the Company's Representative, regarding access to the Site or the works.
- 4.3. The Supplier complies with the requirements of the use of Sentinel (Network Rail's Access and Competency System), particularly in the context of access control at the point of site entry. The Supplier shall note that individuals will be refused access to Sites without a valid Sentinel Card.

5. Training, Certificates, Identity Cards and Entry Permits

- 5.1. The Supplier is responsible for ensuring that all staff and personnel are suitably trained, competent and carry the appropriate and requisite certification for performing the roles required of them in carrying out the works.
- 5.2. The Standards, and in particular QUENSH and the LUL Rule Book(s) set out the training and certifications required to be met by the Supplier.
- 5.3. The Supplier is responsible for arranging, booking, and paying for all requisite medicals, training and certification of its staff and/or personnel.
- 5.4. The Supplier allows a minimum of 28 days' notice period for all Company provided training and certification courses. This must be included on the programme submitted for acceptance. Any time period less than this cannot be guaranteed, and although efforts may be made to facilitate wherever possible, the Supplier does not rely on such reduced time periods being accommodated.
- 5.5. At the Service Commencement Date of a Call-Off Contract, the Supplier must produce a competency matrix for all Supplier's staff or personnel involved in providing the Services detailing the training, certification and other competency information held on record. The Supplier updates the matrix throughout the Call-Off Contract duration maintaining current records and making these available on request by the Company's Representative.

6. London Underground Access control

- 6.1. All Supplier personnel require a Sentinel smartcard endorsed with the Industry Common Induction (ICI) competence plus the LUL-ICI endorsement (the "Smartcard") in order to access the Site and carry out works on London Underground operational infrastructure.
- 6.2. The Supplier registers to become a Sentinel Sponsor via the Rail Industry Supplier Qualification Scheme (RISQS). Further details can be found at the following Achilles website address (Achilles administer the Scheme on the behalf of RISQS).

http://www.achilles.com/en/?option=com_content&view=article&id=285

- 6.3. All sponsors and sponsored individuals must abide by the Sentinel scheme rules, the latest version of these can be found at the following Sentinel website address:

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

- 6.4. The Smartcard is specific to an individual and is not transferable.
- 6.5. All employees and agents of the Supplier including any of the Supplier's subcontractors shall carry their Smartcard at all times when working on operational underground network property and shall present them to any authorised representative of the Company for inspection when requested to do so. Failure to produce a valid smartcard, or requisite certification, for inspection may result in the individual being instructed to leave site. A Smartcard is not required when working solely on non-operational underground network property.
- 6.6. The Smartcard does not entitle the Supplier's staff or personnel to any benefits other than permitting access to the Site for the purpose of carrying out works during the agreed hours of work. The LUCAS Smartcard remains the property of the Company and is required to be returned immediately upon request.

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

6.8. Exceptions to the Smartcard process:

- (A) for certain exceptional access circumstances it may not always be practical or cost effective to enrol the Sub-Contractors or Others onto the Sentinel Scheme;
- (B) such scenarios whereby temporary LUA-LUL paper certificates are issued would be:
 - (1) specialised contractors or suppliers requiring limited access; and
 - (2) survey work requiring limited access.

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

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

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

6.12. The Supplier maintains a register of all visitors including:

- (A) name;
- (B) employer;
- (C) nature of business / persons being visited;
- (D) time in;
- (E) time out; and
- (F) supervisor/escort name including signature.

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

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

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

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

7. London Underground – Access Control

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

8. Access within the Railway Environment

8.1. Engineering Trains

- 8.1.1. Engineering trains may be available from the Company for transportation of Plant and Materials and Equipment to and from platforms in Stations together with other specialist mechanised plant for the delivery of the works. The Applicant submits a Work Request detailing the requirements for engineering trains and mechanised plant to the Access Manager in accordance with the timescales set out in Appendix 5 of this Schedule 6 (Access in relation to the LUL Network). The Supplier shall provide the Applicant with all the information relating to engineering trains and mechanised plant required by the Work Request, and where the Supplier is the Applicant, it seeks the approval of the Company's Representative before the formal submission of the Work Request to the Access Manager.
- 8.1.2. Where the Supplier cancels the booking for an engineering train or other mechanised plant, the Supplier shall compensate the Company as follows:
 - (A) cancellations made at least 56 (fifty-six) days in advance of the date on which the train has been booked to run – no charge will be levied by the Company; and
 - (B) cancellations made at less than 56 (fifty-six) days in advance of the date on which the train has been booked to run – the full price will be charged by the Company in accordance with the prevailing charges detailed in Appendix 10 of this Schedule 6 (Access in relation to the LUL Network).
- 8.1.3. The Supplier directs any requests to amend a booking for engineering trains or mechanised plant to the Access Manager and the Company's Representative in compliance with the minimum timescales set out in Appendix 5 of this Schedule 6 (Access in relation to the LUL Network). Requests to amend the make-up of engineering trains will be subject to availability.
- 8.1.4. Other mechanised vehicles provided by the Supplier must be plant approved and have route clearance for the area involved. This is the responsibility of the Supplier. Access for other mechanised vehicles shall be booked by the Supplier by directing such booking to the Access Manager and the Company's Representative in the same manner as for engineering trains or mechanised plant, as described above and is subject to the same minimum timescales as set out in Appendix 5 of this Schedule 6 (Access in relation to the LUL Network).

8.1.5. Engineering trains, rolling stock and mechanised vehicles' paths shall be subject to optimisation planning by the Access Manager at 56 (fifty-six) days prior to the week of the requested date. The intention of this process is to:

- (A) maximise the nightly use of the available resources, trains, rolling stock, loading gangs, crews;
- (B) maximise train pathing opportunities and time at site;
- (C) maximise the access to the infrastructure to all parties requiring access;
- (D) promote opportunities to share engineering trains between requesters in order to optimise available access and/or resources; and
- (E) meet business needs and/or priorities.

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

8.2. Protection

8.2.1. The Supplier consults and agrees all protection arrangements (including provision of additional Specialist Protection resources) with the Company's Representative and the Access Manager. The Applicant seeks formal approval for the agreed protection arrangements (including provision of agreed Specialist Protection resources) by submitting a Work Request.

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

8.2.3. The Supplier's SPC (who work on the track) shall hold a dual qualification enabling them to provide protection as well as provide work site supervision and shall work as part of the protection detail. If works are planned to take place during Engineering Hours, the SPC shall hold a dual qualification enabling them to provide protection during Engineering Hours, and shall be familiar with the area that they will be working in and safe routes to and from the worksite, as such there should be no need for additional protection staff to be employed.

8.2.4. In the event of additional Specialist Protection staff being required, the Supplier shall advise the Company's Representative accordingly and the Applicant requests the additional Specialist Protection resources from the Access Manager a minimum of 21 days before the Specialist Protection is required. Where the Supplier is the Applicant it shall seek the approval of the Company's Representative before the submission of such request. The Access Manager will review the protection arrangements and determine the number and qualifications of any Specialist Protection staff that may be required. This will be done in consultation with the Applicant and where the Applicant is the Supplier, in consultation with the Applicant and the Company's Representative. Any Specialist Protection will be arranged by the Access Manager and provided by the Company.

8.2.5. The cost of Specialist Protection staff will be charged back to the Supplier in the event of cancellation (or non-utilisation) on the following basis:

- (A) cancellations made 96 hours or more in advance of the activity start date – no charge will be levied by the Company; or
- (B) cancellations made less than 96 before the job start date – the full cost will be charged to the Supplier.

8.2.6. The above durations are subject to the cancellation being made before 12:00hrs on a weekday (Monday to Friday inclusive). Where a cancellation notice is received after 12:00hrs, the 96 hour cancellation period will be calculated from 09:00hrs on the next weekday.

Appendix 1
List of Existing Planned Closures

The Supplier shall liaise with the Company's Representative to obtain current information on the Company's existing closure programme.

Appendix 2
Accepted Access Plan

Not Used

Appendix 3
Limits on the Time Period of Engineering Hours

None

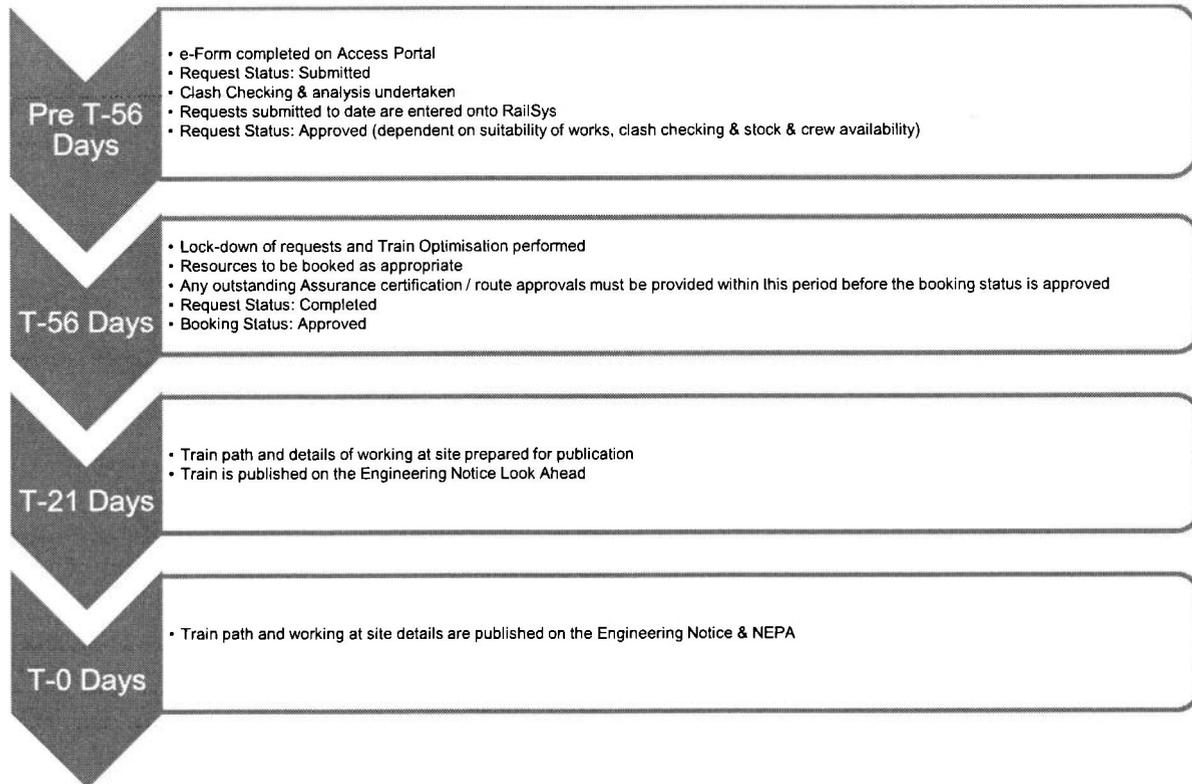
Appendix 4
Application to Work Form

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

Appendix 5

Request Lifecycle for a Train or Motorised Vehicle Request

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



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

The process at each stage is summarised as follows:

a. Pre T-56 Days

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

b. T-56 Days

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

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

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

The Access Manager and Applicant will agree the engineering train paths, confirm the engineering train's method of working at site; access and egress to the worksite for mechanised vehicles and/or personnel, and carry out protection planning.

The Access Manager will update the Booking status to 'Approved'.

c. T-21 Days

At this time the train path, and details of the train or mechanised vehicle's working at site, will be prepared for publication. These details will be included on the Engineering Notice Look Ahead.

d. T-0 Day of the Works

The Engineering Notice is published with full details of the train or mechanised vehicle's path and its working at site.

Network Rail Infrastructure

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

Appendix 7 Curtailed or Delayed/Curtailed Access Form

London Underground					
Frustrated Access (Cancelled / Delayed / Curtailed) Form				FAC-001 v1	
Directorate:			Upgrade / Asset Group:		
Project / Work Title:			Project Id / Work Order / Job Ref:		
Line: _____		Unique Ref.: _____			
Access Affected: <small>(tick one)</small>		Cancelled: <input type="checkbox"/>		Delayed / Curtailed: <input type="checkbox"/>	
Date: <small>(shift start)</small>		Day: ____/____/____		Night: <small>(start)</small> ____ - <small>(end)</small> ____/____/____	
Access Authority Details: <small>(must be valid)</small>					
Booking Ref. (1): <input type="text"/>		PICER Ref. <small>(copy required)</small> : _____			
Booking Ref. (2): <input type="text"/>		Access Type: TRACK / STATION / OTHER <small>(Circle as applicable)</small>			
<small>All details Mandatory</small>					
Access Location <small>(or Code):</small>			Work Location or Code <small>(+ SB/NB/EB/WB):</small>		
Station Supervisor Name:			Track Current Sections Booked Out <small>(ref required)</small> :		
Work to be done <small>(brief details)</small> :					
Time Booked on Station:		Time Booked on with TAC:		Call Back Time given by TAC:	
Planned Start time:		Actual Start time:		Total Shift or Time Lost:	
Planned finish time:		Actual finish time:		TAC Ref. No:	
Reporters Details: <small>(mandatory)</small>					
Name:		Company:		Contact No.:	
				Email:	
LU Accountable Manager Details:					
Name:		Directorate / delivery Group:		Contact No.:	
				Email:	
Contractors / Sub-Contractors affected: <small>(mandatory)</small>					
Contractor		Ops in work Party (no.)		Contractor	
				Ops in work Party (no.)	
				Contractor	
				Ops in work Party (no.)	
Cause of Lost Time / Shift: <small>(mandatory)</small>					
Engineers Train Y/N		Train ref. no.		Was train published in ENLA?	
				If so, which no?	
				Was Train published in Eng Notice?	
				If so, which no?	
Reason for late running (if known):					
Passenger Train Y/N		Train ref. no.		Line	
				Direction (circle one) SB / NB / EB / WB	
				Destination	
Reason for late running (if known):					
Other Contractor		<input type="checkbox"/> Name			
LU Supervisor		<input type="checkbox"/> Name			
Late Book on TAC		<input type="checkbox"/> Details			
Early call back TAC		<input type="checkbox"/>			
Other		<input type="checkbox"/>			
Signature of station supervisor				Was further investigation completed by DOE / DOME? Y / N	

This form must be faxed to XXXXX or emailed to XXXX

Appendix 8
Access Subcategories

Station works			
Access Type	Booking Description	Days	Work Type Description
Self Service Access	Self Service Access	0	For undertaking the majority of everyday access needs, using relevant tools and materials. Not to be used for works that imposes a restrictive or exclusive requirement on other access users.
Non Restrictive/ Exclusive Access	Non Restrictive/ Exclusive Access (non Track)	14	For undertaking everyday access needs, using relevant tools and materials within a defined area
Restrictive Access	Restrictive - Asbestos Site	21	Only issued to specialist Asbestos contractors registered with LU for asbestos works. Access for asbestos works e.g. removal for which no other parties can be present on grounds of safety.
	Restrictive - Bright Lights	21	For where access introduces the use of additional lighting that could potential impact other access users. Rarely applied.
	Restrictive - Closure Area	21	To define an area of a station subject to a Closure (i.e. taken out of service for the purposes of engineering works).
	Restrictive - Movement of Materials	21	For where access necessitates the movement of materials either through a station that may impact on other access users. May include craning over of materials.
	Restrictive - Noisy Works	21	For where access will result in particularly noisy works that may have an impact on other access users.
	Restrictive - Plant / Chemicals in a confined space	21	For where access introduces the use of plant and chemicals in a confined space . Rarely used.
	Restrictive - Power Cessation- Power Outages Possible	21	For where access will introduce a cessation of power that may impact other access users (e.g. need for temporary supplies/portable lighting).
Exclusive Access	Exclusive – Asbestos Exclusion Zone	21	Only issued to specialist Asbestos contractors registered with LU for asbestos works. Access for asbestos works e.g. removal for which no other parties can be present on grounds of safety

Track			
Booking Description	Booking Description	Days	Work Type Description
Self Service Access	Self Service Access	0	For undertaking the majority of everyday access needs, using relevant tools and materials. Not to be used for works that imposes a restrictive or exclusive requirement on other access users.
Non Restrictive/ Exclusive Access	Non Restrictive/ Exclusive Access (Track)	14	For undertaking everyday access needs, using relevant tools and materials within a defined area
Restrictive	Restrictive - Allied Track	56	To define an area of track used in conjunction with, or subject to impact from, another access booking e.g. unloading of materials from a train booked under an Exclusive Specified Area.
	Restrictive - Asbestos Site	56	Only issued to specialist Asbestos contractors registered with LU for asbestos works. Access for asbestos works e.g. removal for which no other parties can be present on grounds of safety.
	Restrictive - Bright Lights	56	For where access introduces the use of additional lighting that could potential impact other access users. Rarely applied.
	Restrictive - Closure Area	56	To define an area of the LU railway subject to a Closure (i.e. taken out of service for the purposes of engineering works).
	Restrictive - Motorised Trolley	56	For the operation of a motorised track trolley on the railway.
	Restrictive - Movement of Materials	56	For where access necessitates the movement of materials either on, over or adjacent to the LU railway that may impact on other access users. May include craning over of materials.
	Restrictive - Noisy Works	56	For where access will result in particularly noisy works that may have an impact on other access users.

Track			
Booking Description	Booking Description	Days	Work Type Description
	Restrictive - Out-stabled Trains	56	To define an area of the LU railway where a service train is stabled (normally in platforms/sidings). May restrict the type of works that can be performed adjacent to this location.
	Restrictive - Plant / Chemicals in a confined space	56	For where access introduces the use of plant and chemicals in a confined space (e.g. platform inverts). Rarely used.
Restrictive Cont'd	Restrictive - Power Cessation- Power Outages Possible	56	For where access will introduce a cessation of power (e.g. tunnel lighting, supply points) that may impact other access users (e.g. need for temporary supplies/portable lighting).
	Restrictive - Protection Area	56	To define an area of track used as a protecting or 'buffer' zone. Used in conjunction with another Exclusive booking e.g. Specified Area, Possession.
	Restrictive - Sub Station Works	56	Primarily for the use of LU Power teams requiring access to sub stations supplying power to the LU traction current system.
	Restrictive - Wheels Free Zone	56	For works that require the running rails to be free of electrically conducting plant or equipment e.g. trolleys, trains etc. Usually used for works requiring isolation of the signalling circuits e.g. commissioning.
Exclusive	Exclusive	56	For works necessitating sole access of the LU railway, and not more appropriately catered for under other categories herein. Only used sparingly and for short durations due to its restrictive nature on other works.
	Exclusive - Asbestos Exclusion Zone	56	Only issued to specialist Asbestos contractors registered with LU for asbestos works. Access for asbestos works e.g. removal for which no other parties can be present on grounds of safety.