



TRANSPORT FOR LONDON
and
VODAFONE LIMITED

Agreement for the provision of
Mobile Services Lot 1

Transport for London
14 Pier Walk
London
SE10 0ES

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16/10/2023 | 14:28 BST

THIS AGREEMENT is made on _____

BETWEEN:

- (1) **TRANSPORT FOR LONDON** of 14 Pier Walk, London SE10 0ES ("**TfL**"); and
- (2) **VODAFONE LIMITED**, a company registered in England and Wales under company number 01471587 whose registered office is at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN (the "**Supplier**"),

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

INTRODUCTION

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

IT IS AGREED as follows:

SECTION A - PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

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to that Law as amended, extended, consolidated or re-enacted from time to time including any Laws as amended or repealed to deal with the UK's exit from the European Union;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

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

2. DUE DILIGENCE

2.1 The Supplier acknowledges that:

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

3. WARRANTIES

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

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

- (c) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law).

3.2 As at the Effective Date, the Supplier represents and warrants that:

- (a) it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- (b) it has full capacity and authority to enter into and to perform this Agreement;
- (c) this Agreement is executed by its duly authorised representative;
- (d) it has all necessary consents and regulatory approvals to enter into this Agreement;
- (e) there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it or any member of the Supplier Group that might affect its ability to perform its obligations under this Agreement;
- (f) its execution, delivery and performance of its obligations under this Agreement shall not constitute a breach of any Applicable Law or obligation applicable to it and shall not cause or result in a default under any agreement by which it is bound;
- (g) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law);
- (h) all written statements and representations in any written submissions made by the Supplier as part of the procurement process, its tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Agreement or to the extent that the Supplier has otherwise disclosed to TfL in writing prior to the date of this Agreement;
- (i) it has notified TfL in writing of any Occasion of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
- (j) it has all necessary rights in and to the Service Materials and Service Deliverables which are necessary for the performance of the Supplier's obligations under this Agreement and/or the receipt of the Services by TfL;
- (k) it is not subject to any contractual obligation, compliance with which will or is reasonably likely to have a material adverse effect on its ability to perform its obligations under this Agreement; and
- (l) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or Key Sub-contractors or for their dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's or Key Sub-contractor's assets or revenues.

3.3 The representations and warranties set out in Clause 3.2 (*Warranties*) shall be deemed to be repeated by the Supplier on the Service Commencement Date by reference to the facts then existing.

3.4 Each of the representations and warranties set out in Clauses 3.1 and 3.2 (*Warranties*) shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Agreement.

3.5 If at any time a Party becomes aware that a representation or warranty given by it under Clause 3.1 or 3.2 (*Warranties*) has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

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

SECTION B - THE SERVICES

4. TERM

- 4.1 This Agreement shall come into force on the Effective Date. The duration of this Agreement includes:
- (a) the Initial Term (excluding if this Agreement terminates earlier pursuant to Clause 28 (*Termination Rights*), any such period after the termination date);
 - (b) if applicable pursuant to Clause 4.2 (*Term*), all Extension Periods (excluding if this Agreement terminates earlier pursuant to Clause 28 (*Termination Rights*), any such period after the termination date); and
 - (c) all Exit Periods,
- and this Agreement terminates on the Expiry Date (such period of duration being the "**Term**").
- 4.2 TfL may elect to extend the Term by one (1) or more Extension Period(s), on the same terms and conditions, provided that such Extension Period(s) may not, in aggregate, exceed two (2) years in total. TfL shall give Supplier at least three (3) months' notice of each such extension before the end of the then-current Initial Term or Extension Period (as applicable).

5. SERVICES

- 5.1 It is acknowledged and agreed that the key objectives that TfL has in procuring the Services from the Supplier are to:
- (a) transfer the provision of the services provided by the Former Supplier (to the extent applicable) to the Supplier with minimal disruption (and in any case, without unplanned disruption) to the Services or the Service Recipients and in a manner consistent with the Transition Plan;
 - (b) have in place performance, reporting and contract management processes which enable and promote an efficient and open relationship between TfL and the Supplier;
 - (c) ensure that the Services represent value for money throughout the Term;
 - (d) ensure that the Charges are calculated correctly and transparently and the Charges are appropriately adjusted to reflect performance; and
 - (e) ensure the successful transition of the provision of the Services from the Supplier to the provision of Replacement Services by one or more Replacement Suppliers with minimal disruption to the Services, the Service Recipients, Other Supplier or Third Parties and in a manner consistent with the Exit Plan,
- (which, together with the objectives identified in the Schedules as TfL Objectives, form the "**TfL Objectives**").
- 5.2 Save as described in Clause 6 (*Transition*) the Supplier shall provide the Services from (and including) the Effective Date.
- 5.3 The Supplier shall:
- (a) perform its obligations under this Agreement, including in relation to the supply of the Services:
 - (i) in a manner that is consistent with the TfL Objectives;
 - (ii) in accordance with the Service Requirements;
 - (iii) in a professional manner and with reasonable care and skill;

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

Supplier covenants

- 5.6 The Supplier shall:
- (a) at all times allocate sufficient resources with the appropriate technical expertise to provide the Services in accordance with this Agreement;
 - (b) obtain, and maintain throughout the duration of this Agreement, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Services;
 - (c) ensure that:
 - (i) it shall continue to have all necessary rights in and to the Service Materials and Service Deliverables which are necessary for the performance of the Supplier's obligations under this Agreement and/or the receipt of the Services by TfL; and
 - (ii) any products or services recommended or otherwise specified by the Supplier for use by TfL in conjunction with the Services shall enable the Services to meet the Service Requirements;
 - (d) minimise any disruption to the Services or the Service Recipients when carrying out its obligations under this Agreement;
 - (e) co-operate with any Other Supplier notified to the Supplier by TfL from time to time by providing:
 - (i) reasonable information;
 - (ii) advice; and
 - (iii) reasonable assistance,

in connection with the Services to any such Other Supplier to enable such Other Supplier to create and maintain technical or organisational interfaces with the Services and, on the expiry or termination of this Agreement for any reason, to enable the timely transition of the Services (or any of them) to TfL and/or to any Replacement Supplier in accordance with the following collaborative working principles:

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

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

Co-operation with TfL and other parties

5.8 The Supplier shall (and shall procure that all Sub-contractors and Supplier Personnel shall), at no additional cost to TfL, co-operate fully and promptly with TfL and TfL Personnel and, to the extent reasonably requested by TfL, Other Suppliers and Third Parties in relation to all activities relating to the subject matter of this Agreement and any points of integration, interoperability, interface or dependency between: (i) the Services; and (ii) TfL's systems and associated activities or services provided by or to Other Suppliers and Third Parties, in each case including:

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

Continuing obligation to provide the Services

- 5.9 Subject to Clause 5.10 (*Continuing obligation to provide the Services*), the Supplier shall continue to perform all of its obligations under this Agreement throughout the Term and shall not suspend the supply of the Services, notwithstanding:
- (a) any withholding of the Charges by TfL pursuant to Clause 9.6 (*Set off and Withholding*); or
 - (b) the existence of an unresolved Dispute.
- 5.10 The Supplier shall be entitled to suspend the Services, providing TfL as much prior notice as reasonably practicable, to the extent that:
- (a) the Supplier is directed by any relevant regulatory body to suspend telecommunication services which form part of the Services and the circumstances which led to such direction are beyond the Supplier's control (and do not constitute, in whole or in part, a breach of this Agreement or of a telecommunications authorisation by the Supplier);
 - (b) to safeguard the security and integrity of the Supplier Network or to reduce the incidence of fraud, in each case where such risks arise from the misuse of the Services;
 - (c) the Supplier is required to suspend parts of the Supplier Network for maintenance purposes provided that such suspension does not have a material adverse effect on the provision of the Services and does not breach the terms of Schedule 2B; or
 - (d) if the Supplier has the right to terminate this Agreement pursuant to Clause 28.3.
- 5.11 In relation to any suspension of Services permitted under Clause 5.10 (*Continuing obligation to provide the Services*), the Supplier shall:
- (a) keep TfL informed throughout any such suspension; and
 - (b) restore the provision of the Services promptly after the circumstances which required the suspension cease to apply.

No exclusivity

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

Use of the services

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

6. TRANSITION

Transition Plan

- 6.1 The Parties shall comply with the provisions of Schedule 4 (*Transition*) in relation to the Outline Transition Plan and the process for preparation, finalisation, implementation and maintenance of the Detailed Transition Plan.
- 6.2 The Supplier shall:
- (a) comply with the Transition Plan; and
 - (b) ensure that each Milestone is Achieved on or before its Milestone Date.

Continuity of Services

- 6.3 The Supplier shall:
- (a) on and from the Effective Date until the Service Commencement Date, use all reasonable endeavours to minimise disruption to and any reduction in the quality or

efficiency of the services being delivered by the Former Supplier(s) to TfL (to the extent reasonably within the control of the Supplier); and

- (b) on and from the Service Commencement Date until the date by when Transition is completed, use all reasonable endeavours to minimise disruption to and any reduction in the quality or efficiency of the Services,

in each case as a result of Transition.

Applicability of obligations during Transition

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

7. MOBILE DEVICE TERMS

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

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

8. ACCESS

- 8.1 TfL shall grant the Supplier access to TfL Sites and Third Party Sites as is reasonably required in order for the Supplier to provide the Services.
- 8.2 Access by the Supplier (and Supplier Personnel) shall be subject to TfL's standard access regulations and policies (including the requirement for such Supplier Personnel to be accompanied by a TfL representative in relation to certain areas).

SECTION C - PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS

9. FINANCIAL AND TAXATION MATTERS

Charges and Invoicing

- 9.1 TfL shall pay the Charges to the Supplier in accordance with the charges and the invoicing procedure specified in Schedule 5.1 (*Charges and Invoicing*).
- 9.2 Without prejudice to TfL's rights and remedies under this Agreement or at Law, and except as otherwise expressly set out in this Agreement, each Party shall each bear its own costs and expenses incurred in complying with this Agreement.
- 9.3 If TfL fails to pay any undisputed Charges properly invoiced under this Agreement, interest shall accrue at the rate of two per cent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Agreement from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The Parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

VAT

- 9.4 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by TfL following delivery of a valid VAT invoice.
- 9.5 The Supplier shall indemnify TfL on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on TfL at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 9.5 (VAT) shall be paid in cleared funds by the Supplier to TfL not less than five (5) Working Days before the date upon which the tax or other liability is payable by TfL.

Set-off and Withholding

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

Benchmarking

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

Promoting Tax Compliance

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

SECTION D - CONTRACT GOVERNANCE**10. GOVERNANCE**

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

Representatives

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

11. RECORDS

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

12. VARIATION AND CHANGE**Variation Procedure**

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

Change in Law

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

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

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

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

Future procurements

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

SECTION E - SUPPLIER PERSONNEL AND SUPPLY CHAIN**13. SUPPLIER PERSONNEL**

13.1 The Supplier shall:

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

- 13.2 If TfL reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in connection with the Services, it may:
- (a) refuse admission to the relevant person(s) to TfL Sites and Third Party Sites; and/or
 - (b) direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).

Key Personnel

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

Employment Indemnity

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

Income Tax and National Insurance Contributions

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

Non-solicitation

- 13.9 During the Term and for twelve (12) months thereafter, the Supplier shall not, whether directly or indirectly and whether alone or in conjunction with, or on behalf of, any other person and

whether as a principal, shareholder, director, employee, agent, consultant, contractor or otherwise:

- (a) solicit, induce or entice away or endeavour to solicit, induce or entice away or cause to be solicited, induced or enticed away from TfL or from any member of the TfL Group (as applicable); or
- (b) employ, engage or appoint,

any person employed by or contracted to TfL or any member of the TfL Group (as applicable) in a senior and/or skilled capacity, whether or not such person would breach his or her contract of employment or engagement by leaving TfL or any member of the TfL Group (as applicable).

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

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

14. SUPPLY CHAIN RIGHTS AND PROTECTIONS

Appointment of Key Sub-contractors

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

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

14.2 Subject to Clause 14.3 (*Key Sub-contracts*), the Supplier shall not sub-contract any of its obligations under this Agreement to a Key Sub-contractor where the value of the Sub-contract is more than three hundred and seventy five thousand sterling (£375,000) unless the identity of the proposed Sub-contractor and the scope of the sub-contracted obligations is approved in writing in advance by TfL (such consent not to be unreasonably withheld or delayed).

Key Sub-contracts

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

Terms of Key Sub-contracts

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

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

- (c) a provision requiring the Key Sub-contractor to comply with restrictions on corrupt gifts and payments consistent with the restrictions in Clause 35 (*Prevention of Fraud and Bribery*); and
- (d) a provision requiring the Key Sub-contractor to notify TfL promptly in writing of any material non-payment or material late payment of any sums due to the Key Sub-contractor from the Supplier under the Key Sub-contract (and in any event within ten (10) Working Days from the due date for payment).

Supply chain protection

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

Retention of Legal Obligations

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

SECTION F - INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY

15. INTELLECTUAL PROPERTY RIGHTS

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

16. IPR INDEMNITY

- 16.1 The Supplier shall at all times, during and after the Term, indemnify TfL and each other Indemnified Person, and keep TfL and each other Indemnified Person indemnified, against all Losses incurred by, awarded against or agreed to be paid by an Indemnified Person arising from any Supplier IPR Claim against that Indemnified Person.
- 16.2 If a Supplier IPR Claim is made, or the Supplier reasonably anticipates that a Supplier IPR Claim might be made, the Supplier shall immediately notify TfL providing full details of the same and may, at its own expense and sole option, either:
- (a) procure for TfL or other relevant Indemnified Person the right to continue using the relevant item which is subject to the Supplier IPR Claim; or
 - (b) replace or modify the relevant item with non-infringing substitutes provided that:
 - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;

- (ii) the replaced or modified item does not have an adverse effect on any other Services;
- (iii) there is no additional cost to TfL or the relevant Indemnified Person (as the case may be); and
- (iv) the terms and conditions of this Agreement shall apply to the replaced or modified Services.

16.3 If the Supplier elects to procure a licence in accordance with Clause 16.2(a) (*IPR Indemnity*) or to modify or replace an item pursuant to Clause 16.2(b) (*IPR Indemnity*), but this has not avoided or resolved the Supplier IPR Claim, then:

- (a) TfL may terminate this Agreement (if subsisting) with immediate effect by written notice to the Supplier; and

without prejudice to the indemnity set out in Clause 16.1 (*IPR Indemnity*), the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

17. TFL DATA AND SECURITY REQUIREMENTS

17.1 The Supplier acknowledges that TfL is the sole owner of all rights in the TfL Data (save in respect of Personal Data belonging to a Data Subject in respect of which TfL or a member of the TfL Group is a Data Controller or Data Processor).

17.2 The Supplier shall not delete or remove any proprietary notices contained within or relating to the TfL Data.

17.3 The Supplier shall not store, copy, disclose, or use TfL Data except as necessary for the performance by the Supplier of its obligations under this Agreement, to comply with Applicable Law or as otherwise expressly authorised in writing by TfL.

17.4 To the extent that TfL Data is held and/or processed by the Supplier (save in respect of Personal Data which is Processed by the Supplier as a Data Controller), the Supplier shall supply that TfL Data to TfL as requested by TfL in the format reasonably specified by TfL.

17.5 The Supplier shall be responsible for the security of TfL Data and preserve the integrity of the TfL Data and prevent the corruption or loss of TfL Data at all times that the relevant TfL Data is under its control or the control of any Sub-contractor.

17.6 The Supplier shall perform secure back-ups of all TfL Data under its control or the control of any Sub-contractor and shall ensure that up-to-date back-ups are stored in no less than two (2) physically separate locations in accordance with Good Industry Practice and the BCDR Plan. The Supplier shall ensure that such back-ups are available to TfL (or to such other person as TfL may direct) at all times upon request.

17.7 The Supplier shall ensure that any system on which the Supplier holds any TfL Data, including back-up data, is a secure system that complies with the security requirements set out in Clauses 17.10 to 17.15. (*TfL Data and Security Requirements*).

17.8 If TfL Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Supplier shall notify TfL immediately and TfL may, save in respect of Personal Data which is Processed by the Supplier as a Data Controller:

- (a) require the Supplier (at the Supplier's expense) to restore or procure the restoration of relevant TfL Data and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of TfL's notice; and/or
- (b) itself restore or procure the restoration of relevant TfL Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so.

17.9 Without prejudice to TfL's rights and remedies under this Agreement or at Law, if at any time the Supplier suspects or has reason to believe that TfL Data has or may become accessed by any unauthorised third party, in any way for any reason, then the Supplier shall notify TfL immediately and inform TfL of the remedial action the Supplier proposes to take.

17.10 The Supplier shall and shall procure that its Key Sub-contractors, have obtained and shall maintain for the duration of the Term certification that the information security management system for all aspects of its and its Key Sub-contractors' operations necessary for delivering

the Services is compliant with ISO/IEC 27001 from an accrediting organisation registered with the United Kingdom Accreditation Society.

- 17.11 The Supplier shall promptly, and in any event no later than five (5) Working Days of becoming aware, notify TfL if certain parts of the ISMS are not compliant with:
- (a) Good Industry Practice, or
 - (b) ISO/IEC 27001.
- 17.12 Without prejudice to any other audit rights set out in this Agreement, TfL may conduct, or appoint a third party to conduct, regular security audits as may be required in accordance with Good Industry Practice in order to ensure that the ISMS maintains compliance with the principles and practices of ISO/IEC27001 and the Supplier shall provide such reasonable cooperation as may be required by TfL to conduct such audits.
- 17.13 If pursuant to an audit carried out in accordance with Clause 17.12 (*TfL Data and Security requirements*), TfL, acting reasonably, considers that compliance with the principles and practices of ISO/IEC 27001 is not being achieved by the Supplier, then TfL shall notify the Supplier of the same and the Supplier shall, as soon as reasonably practicable, provide TfL with a written plan to remedy each such non-compliance as soon as possible, provided that any such remediation shall be implemented in accordance with this Agreement.
- 17.14 Notwithstanding TfL's audit rights under Clause 17.12 and 17.13 (*TfL Data and Security Requirements*), the Supplier shall promptly and in any event no later than one (1) Working Day, notify TfL if;
- (a) the Supplier receives one (1) or more major non-compliance during a single audit cycle by an accredited body; or
 - (b) the ISO/IEC 27001 certification expires and a renewed certificate is not obtained; or
 - (c) the ISO/IEC 27001 certification is suspended for any reason.
- 17.15 In the event of any of the circumstances set out in Clause 17.14 (*TfL Data and Security Requirements*) occurring, the Supplier shall provide TfL:
- (a) information about the steps being taken to contain the problem;
 - (b) a confirmation that the problem has been contained as soon as it is contained; and
 - (c) deliver a Corrective Action Plan in accordance with Clause 25 (*Corrective Action Plan*) provided that TfL shall not be required to deliver a Corrective Action Notice to the Supplier under Clause 25.1 (*Corrective Action Plan*).

18. CONFIDENTIALITY

- 18.1 For the purposes of this Clause 18 (*Confidentiality*), the term "**Disclosing Party**" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "**Recipient**" shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 18.2 Except to the extent set out in this Clause 18 (*Confidentiality*) or where disclosure is expressly permitted elsewhere in this Agreement, the Recipient shall:
- (a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);
 - (b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Agreement or without obtaining the owner's prior written consent;
 - (c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Agreement; and
 - (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

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

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

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

19. FREEDOM OF INFORMATION AND TRANSPARENCY

19.1 The Supplier acknowledges that TfL:

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

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

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

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

Transparency

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

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

20. PRIVACY AND DATA PROTECTION

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

21. PUBLICITY AND BRANDING

Publicity

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

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

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

Branding

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

Endorsement

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

SECTION G - LIABILITY, INDEMNITIES AND INSURANCE

22. LIMITATIONS ON LIABILITY

Unlimited liability

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

Financial and other limits

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

- (a) in respect of loss of or damage to TfL Sites or other property or assets of TfL (including technical infrastructure, assets or equipment but excluding any loss or damage TfL Data) that is caused by Defaults of the Supplier occurring shall in no event exceed ten million pounds sterling (£10,000,000) per incident;
- (b) in aggregate in respect of any breach of under Clause 20 (*Privacy and Data Protection*) shall be limited to ten million pounds (£10,000,000);
- (c) in aggregate in respect of all other Losses incurred by TfL under or in connection with this Agreement as a result of Defaults by the Supplier in each Contract Year shall not exceed the greater of:
 - (i) two million two hundred and fifty thousand pounds sterling (£2,250,000); or
 - (ii) an amount equal to one hundred and fifty per cent (150%) of the Charges paid and/or due to be paid to the Supplier under this Agreement in the prior Contract Year.

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

- (a) two million two hundred and fifty thousand pounds sterling (£2,250,000); or
- (b) an amount equal to the Charges paid and/or due to be paid under this Agreement in the prior Contract Year.

Consequential Losses

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

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

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

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

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

Limit on indemnity obligations and claims handling procedure

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

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

22.9 In respect of:

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

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

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

23. **INSURANCE**

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

SECTION H - REMEDIES AND RELIEF

24. **DUTY TO WARN**

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

25. **CORRECTIVE ACTION PLAN**

25.1 If Tfl determines that:

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

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

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

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

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

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

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

26. RELIEF EVENTS

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

27. FORCE MAJEURE

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

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

SECTION I - TERMINATION AND EXIT MANAGEMENT

28. TERMINATION RIGHTS

Termination by TfL

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

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

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

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

28.2 TfL may terminate this Agreement pursuant to Clause 28.1 (*Termination by TfL*) by issuing a Termination Notice to the Supplier and this Agreement shall terminate on the date specified in the Termination Notice.

Termination by the Supplier

28.3 If TfL fails to pay an undisputed sum due to the Supplier under this Agreement which amounts to five hundred thousand pounds (£500,000) or more, then:

- (a) the Supplier may give TfL written notice of the non-payment and a further written notice if the sum due has not been paid within fifteen (15) days of the initial notice; and
- (b) the Supplier may, by issuing a Termination Notice to TfL, terminate this Agreement if such amount remains outstanding thirty (30) days after the second notice of non-payment from the Supplier pursuant to Clause 28.3(a)(a). Following TfL's receipt of such Termination Notice this Agreement shall then terminate on the date specified in the Termination Notice (which shall not be less than thirty (30) days from the date of the issue of the Termination Notice).

29. CONSEQUENCES OF EXPIRY OR TERMINATION

General Provisions on Expiry or Termination

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

Exit Management

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

SECTION J - MISCELLANEOUS AND GOVERNING LAW

30. COMPLIANCE

Health and Safety

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

Equality and Diversity

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

Conflict of Interest

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

31. LONDON LIVING WAGE

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

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

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

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

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

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

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

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

31.3 For the avoidance of doubt the Supplier shall:

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

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

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

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

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

32. ASSIGNMENT AND NOVATION

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

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

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

provided that:

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

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

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

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

33. WAIVER AND CUMULATIVE REMEDIES

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

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

34. RELATIONSHIP OF THE PARTIES

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

35. PREVENTION OF FRAUD AND BRIBERY AND COMPLIANCE WITH LAWS

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

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

36. SEVERANCE

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

37. FURTHER ASSURANCES

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

38. ENTIRE AGREEMENT

- 38.1 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.
- 38.2 Neither Party has been given, nor entered into this Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Agreement.
- 38.3 Nothing in this Clause 38 (*Entire Agreement*) shall exclude any liability in respect of misrepresentations made fraudulently.

39. GLA ENTITIES

- 39.1 The Supplier agrees to make available to all GLA Entities, throughout the Term, the benefit of the rates set out in Schedule 5.1 (*Charges and Invoicing*).
- 39.2 Upon TfL's written request, the Supplier shall provide a GLA Entity with the benefit of such rates by implementing one (1) of the following (as elected by TfL):
- (a) where the GLA Entity has a contract with Supplier, substituting the rates under its contract with the applicable GLA Entity with the corresponding rates under Schedule 5.1 (*Charges and Invoicing*) on the basis that:

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

40. THIRD PARTY RIGHTS

- 40.1 The provisions of Clause 16 (*IPR Indemnity*), (the "**Third Party Provisions**") confer benefits on persons named in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 40.2 Subject to Clause 40.1 (*Third Party Rights*), a person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 40.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of TfL, which may, if given, be given on and subject to such terms as TfL may determine.
- 40.4 Any amendments or modifications to this Agreement may be made, and any rights created under Clause 40.1 (*Third Party Rights*) may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

41. **DECLARATION OF INEFFECTIVENESS**

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

42. **PUBLIC PROCUREMENT TERMINATION EVENT**

- 42.1 Without prejudice to TfL's rights of termination implied into this Agreement by Applicable Law, in the event of a Public Procurement Termination Event, TfL shall promptly notify the Supplier and the Parties agree that the provisions of Clause 29 (*Consequences of Expiry or Termination*) and this Clause 42 (*Public Procurement Termination Event*) shall apply as from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between the provisions of Clause 29 (*Consequences of Expiry or Termination*) and this Clause 42 or the Cessation Plan, the provisions of this Clause 42 (*Public Procurement Termination Event*) and the Cessation Plan shall prevail.
- 42.2 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event.
- 42.3 As from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, TfL shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- (a) an orderly and efficient cessation or (at TfL's election) a transition to TfL or such other entity as TfL may specify of: (i) the Services; or (at TfL's election), (ii) the part of the Services which are affected by the Public Procurement Termination Event; and
 - (b) minimal disruption or inconvenience to TfL or to public passenger transport services or facilities,
- in accordance with the provisions of this Clause 42(*Public Procurement Termination Event*) and to give effect to the terms of the Public Procurement Termination Event.

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

43. NOTICES

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

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

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

	Supplier	TfL
Contact	Supplier Representative with a copy to General Counsel	TfL Representative with a copy to: General Counsel
Address	Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN	Transport for London, 5 Endeavour Square, London E20 1JN PCMobileServices@tfl.gov.uk with a copy to: Transport for London, 5 Endeavour Square, London E20 1JN

	Supplier	TfL
		PCMobileServices@tfl.gov.uk Attention: General Counsel
Email	Not Applicable.	PCMobileServices@tfl.gov.uk

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

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

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

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

44. **DISPUTES**

44.1 The Parties shall resolve Disputes arising out of or in connection with this Agreement in accordance with the Dispute Resolution Procedure.

44.2 The Supplier shall continue to provide the Services in accordance with the terms of this Agreement until a Dispute has been resolved.

45. **GOVERNING LAW AND JURISDICTION**

45.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

45.2 Subject to Clause 44 (*Disputes*) and Schedule 6.3 (*Dispute Resolution Procedure*) (including TfL's right to refer the dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

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

SIGNED for and on behalf of
Vodafone Limited

Signature: [REDACTED]

Name (block capitals): [REDACTED]

Position: [REDACTED]

Date: 16/10/2023 | 13:51 BST

SIGNED for and on behalf of
Transport for London

Signature: [REDACTED]

Name (block capitals): [REDACTED]

Position: [REDACTED]

Date: 16/10/2023 | 14:28 BST



TRANSPORT FOR LONDON
and
VODAFONE LIMITED

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

Transport for London
14 Pier Walk
London
SE10 0ES

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1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

"Governance"	means the governance structure, roles and responsibilities of the Parties and contract management processes as set out at Schedule 6.1 (<i>Governance</i>);
"Governance Forum"	means a Governance forum which is listed in Paragraph 4.1 (<i>Governance Forums</i>) of Schedule 6.1 (<i>Governance</i>) (and "Governance Forums" shall mean any of them);
"Health and Safety Legislation"	means all Laws which have as a purpose or effect the protection or prevention of harm to human health, environment or health and safety or compensation for such harm;
"Holding Company"	has the meaning given in section 1159 of the Companies Act 2006;
"Incident"	means an unplanned interruption to a service or reduction in the quality of a service;
"Indemnified Party"	has the meaning given in Clause 22.8 (<i>Limit on Indemnity Obligations</i>) of this Agreement;
"Indemnified Person"	means TfL and each Service Recipient;
"Indemnifying Party"	has the meaning given in Clause 22.8 (<i>Limit on Indemnity Obligations</i>) of this Agreement;
"Index"	means the Consumer Price Index published from time to time by the Office of National Statistics or any successor or replacement agency or government department;
"Information"	means any data or records, irrespective of format or medium, which are generated or used by the Supplier. Examples include electronic communications, emails, video recordings, hard copy (paper) files, images, graphics, maps, plans, technical drawings, programs, software and all other types of data;
"Information Access Request"	means a request for any information submitted under the FOI Legislation;
"Information Security Management System" or "ISMS"	means a management system, based on a business risk approach, to establish, implement, operate, monitor, review, maintain and improve information security;
"Initial Term"	means the period from the Effective Date to the date which is three (3) years after the Service Commencement Date;
"Insolvency Event"	means any of the following: <ul style="list-style-type: none"> (a) the Supplier and/or its parent entity and/or the Guarantor making or seeking to make any composition, compromise, assignment or voluntary arrangement with its creditors or any class thereof or becoming subject to an administration order; (b) a liquidator, receiver, administrative receiver, compulsory manager, administrator, or other similar officer being

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

	<p>capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction,</p> <p>(and "IPR" shall be construed accordingly);</p>
"Invoice"	means an invoice issued by the Supplier to TfL in accordance with Schedule 5.1 (<i>Charges and Invoicing</i>);
"ISO/IEC 27001"	means the security certification standard in relation to information management systems as recognised by the International Organisation for Standardisation or such other security certification standard that may be deemed adequate by TfL;
"Key Performance Indicators" or "KPIs"	means the key performance indicators to which the Services are to be provided as set out in Paragraph 6.4 of Schedule 2A (<i>Services</i>);
"Key Personnel"	means those persons appointed by the Supplier to fulfil the Key Roles, as at the Effective Date being the persons listed in Schedule 8 (<i>Key Personnel</i>) for each Key Role, as updated from time to time in accordance with Clauses 13.3 to 13.4 (<i>Key Personnel</i>);
"Key Roles"	means the roles described as a Key Role in Schedule 8 (<i>Key Personnel</i>);
"Key Sub-contract"	means each Sub-contract with a Key Sub-contractor;
"Key Sub-contractor"	<p>means any Sub-contractor:</p> <p>(a) which has or would have a critical role in the provision of all or any part of the Services which is exclusively provided to TfL; or</p> <p>(b) with a Sub-contract in respect of all or any part of the Services which is exclusively provided to TfL and which has a contract value which at the time of appointment exceeds (or would exceed if appointed) two hundred and twenty five thousand pounds sterling (£225,000).</p>
"Law"	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, by-law, regulation, order, mandatory guidance or mandatory code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, in each case to the extent that they are applicable to the relevant Party;
"Licensed Software"	means all and any Software licensed by or through the Supplier, its Sub-contractors or any Third Party to TfL for the purposes of or pursuant to this Agreement, including any Supplier Software and/or Third Party Software;
"London Living Wage"	the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk);

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

"Occasion of Tax Non-Compliance"	means: (a) any tax return of the Supplier submitted to a tax authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (i) a relevant tax authority successfully challenging the Supplier under the general anti-abuse rule or the Halifax abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the general anti-abuse rule or the Halifax abuse principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a relevant tax authority under the disclosure of tax avoidance schemes operated by HMRC or any equivalent or similar regime; and/or (b) any tax return of the Supplier submitted to a relevant tax authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;
"Official Journal of the European Union"	means the official gazette record for the European Union;
"Optional Services"	means those services identified as such in Schedule 3.1 (<i>Supplier Solution</i>);
"Other Supplier"	means any supplier to TfL from time to time excluding the Supplier;
"Outline Transition Plan"	means the outline transition plan set out at Annex 1 (<i>Outline Transition Plan</i>) of Schedule 4 (<i>Transition</i>);
"Party"	means TfL and/or the Supplier (as the context requires or permits);
"Personal Data"	means personal data (as defined in the Data Protection Legislation) which is Processed by the Supplier or any Sub-contractor pursuant to or in connection with this Agreement;
"Privacy Impact Assessment"	means a process used to identify and mitigate the privacy and data protection risks associated with an activity involving the Processing of Personal Data;
"Process"	has the meaning given under the Data Protection Legislation (and "Processed" and "Processing" shall be construed accordingly);
"Product Terms"	has the meaning given in Paragraph 8 (<i>Product Terms</i>) of Schedule 2A (<i>Services</i>);
"Professional Services Charges"	means the charges for the provision of the professional services set out in Paragraph 3.1.3(b) (<i>Charges</i>) and calculated in accordance with the Rate Card;
"Project"	means a planned, co-ordinated and time-bound set of activities delivered by the Supplier and established for the delivery of

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

"Responding Party"	has the meaning given in Paragraph 5.2.2 (<i>Appointing the Adjudicator</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Restricted Countries"	means any country outside the United Kingdom;
"Request for Further Information"	has the meaning given in Paragraph 3.8 (<i>Supplier Proposals</i>) of Schedule 6.2 (<i>Variation Procedure</i>);
"Road Traffic Acts"	means any Laws which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man;
"Roaming SIM"	means a SIM that enables a user Device to roam between the services of multiple mobile networks within the UK in accordance with Paragraph 1.3 (<i>SIM Cards (Lots 1&2)</i>) of Schedule 2A (<i>Services</i>);
"Security Incident"	means an incident originating in the Supplier's or its Sub-contractors' systems which affects or may affect the security, confidentiality or integrity of the Services;
"Service Commencement Date"	means the date on which the first SIM is connected to the Supplier Network;
"Service Deliverables"	means any Documents created by or on behalf of the Supplier pursuant to the provision of the Services which is a Service management report (such as a Service Level performance report);
"Service Levels"	means the service levels set out in Schedule 2B (<i>Service Levels</i>);
"Service Materials"	means all Documentation and other materials provided by the Supplier for use in connection with the Services (excluding Service Deliverables);
"Service Pilot Complete Milestone"	means a Milestone designated as such in Paragraph 2.1 of Schedule 4 (<i>Transition</i>);
"Service Recipient"	means any recipient of the Services (including TfL Personnel and TfL's customers);
"Service Requirements"	means TfL's requirements in relation to the Services which are described in Schedule 2A (<i>Services</i>);
"Service Review Meeting"	means the Governance Forum described in Table 2 of Annex 1 (<i>Service Review Meeting</i>) of Schedule 6.1 (<i>Governance</i>);
"Services"	means: <ul style="list-style-type: none"> (a) all or any part of the services to be provided to, or activities to be undertaken for, TfL by the Supplier under this Agreement including those detailed in Schedule 2A (<i>Services</i>); and (b) any services, functions or responsibilities which may be reasonably regarded as incidental or ancillary to the foregoing services or activities and which may be reasonably inferred from this Agreement;

"Sites"	means a physical location which can be a TfL Site, Supplier Site or a Third Party Site (as the context requires or permits);
"Software"	means system software, operating systems, applications, programmes and procedures and tools to recreate or recompile any of the foregoing (including build files, compiler files, test scripts and configurations) and all updates and upgrades to any of the foregoing that enable hardware or systems to perform tasks or operations or process data, in each case in object code form unless expressly provided otherwise in this Agreement;
"Solutions"	means the services set out in Paragraph 5 (<i>Solutions</i>) of Schedule 2A (<i>Services</i>);
"Solutions Charges"	means the Charges for the provision of Solutions;
"Special Categories of Personal Data"	has the meaning given to it in the Data Protection Legislation;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of TfL and which would not affect a service that is the same or materially similar to the Services (including in terms of scope, specification, volume and quality of performance);
"Sub-contract"	means any contract or agreement between the Supplier (or a Sub-contractor) and any person whereby that person agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof including without limitation contracts between the Supplier and a member of the Supplier Group;
"Sub-contractor"	means any person with whom: (a) the Supplier enters into or has entered into a Sub-contract; or (b) a person under (a) enters into a Sub-contract, or agents of that person;
"Subject Access Request"	means a request made by a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access his or her Personal Data;
"Supervisory Authority"	has the meaning given to it in the Data Protection Legislation;
"Supplier"	means Vodafone Limited (company number 01471587);
"Supplier Contract Manager"	means the person(s) appointed by the Supplier to the position described in Clause 10.4 (<i>Representatives</i>);
"Supplier Device"	means any Device supplied by the Supplier;
"Supplier Group"	means the Supplier and its Associated Companies from time to time, and " member of the Supplier Group " shall have a corresponding meaning;

"Supplier IPR Claim"	means any claim alleging that the provision or receipt of the Services (including for the avoidance of doubt and without limitation the supply of the Service Materials, Service Deliverables and/or Devices) by TfL infringes any Third Party IPR;
"Supplier Network"	means the electronic communications network operated (or otherwise used) by the Supplier to provide the Services, as set out in Schedule 3.1 (<i>Supplier Solution</i>);
"Supplier Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under this Agreement;
"Supplier Proposal"	means: (a) a document issued by the Supplier in response to a Variation Notice in accordance with Paragraph 3.3 of Schedule 6.2 (<i>Variation Procedure</i>); or (b) a document issued by the Supplier to propose a Supplier Proposed Variation in accordance with Paragraph 3.6 of Schedule 6.2 (<i>Variation Procedure</i>);
"Supplier Proposed Variation"	has the meaning given in Paragraph 3.2.2 (<i>Types of Variations</i>) of Schedule 6.2 (<i>Variation Procedure</i>);
"Supplier Representative"	means the representative appointed by the Supplier pursuant to the position described in Clause 10.3 (<i>Representatives</i>);
"Supplier Request"	means a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute;
"Supplier Solution"	means the Supplier's solution for the Services at the Effective Date which is set out in Schedule 3.1 (<i>Supplier Solution</i>);
"Support Desk"	means the facility provided by the Supplier for customer support in accordance with Paragraph 6.4 (<i>Support Desk</i>) of Schedule 2A (<i>Services</i>);
"Term"	has the meaning given in Clause 4.1 (<i>Term</i>);
"Termination Date"	means: (a) in relation to the Services or part of the Services, the End Date of such Services; and (b) in relation to this Agreement, the Expiry Date;
"Termination Notice"	a written notice of termination given by one (1) Party to the other, giving the other Party notice that the Party giving the notice is exercising its right under this Agreement to terminate:

	<p>(a) this Agreement; or</p> <p>(b) this Agreement to the extent (and only to the extent) that it relates to one (1) or more (but not all) parts of the Services, as set out in the notice,</p> <p>on a specified date and setting out the grounds for termination;</p>
"TfL"	means Transport for London, a statutory corporation established by section 154 of the Greater London Authority Act 1999;
"TfL Contract Manager"	means the person(s) appointed by TfL to the role described in Clause 10.6 (<i>Representatives</i>);
"TfL Data"	<p>means:</p> <p>(a) data (other than Personal Data) supplied to the Supplier by or on behalf of TfL for the purposes of this Agreement; and</p> <p>(b) Personal Data provided by or on behalf of TfL to the Supplier in relation to this Agreement for which TfL is the Data Controller or Data Processor of a third party;</p>
"TfL Group"	means TfL and its Associated Companies from time to time together with the Greater London Authority (and its Functional Bodies), Crossrail Limited (company number 04212657) and reference to any " member of the TfL Group " shall refer to TfL, any such subsidiary, the Greater London Authority (and its Functional Bodies) and Cross London Rail Links Limited;
"TfL Objectives"	has the meaning given in Clause 5.1 (<i>Services</i>) and where used in a Schedule, the meaning given to it in that Schedule for the purposes of that Schedule;
"TfL Personnel"	means all directors, officers, employees, agents, consultants and non-permanent labour of TfL;
"TfL Proposed Variation"	has the meaning given in Paragraph 3.2.1 (<i>Types of Variations</i>) of Schedule 6.2 (<i>Variation Procedure</i>);
"TfL Remedy"	means TfL's internal helpdesk system for IT service management;
"TfL Representative"	means the representative appointed by TfL pursuant to the position described in Clause 10.5 (<i>Representatives</i>);
"TfL Site"	<p>means sites owned, controlled or occupied by any member of the TfL Group and/or any Central Government Body:</p> <p>(a) from, to or at which the Services are (or are to be) provided; and/or</p> <p>(b) from which the Supplier manages, organises or otherwise directs the provision or use of the Services;</p>
"Third Party"	means a person who is not:

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

"Variation Pricing"	has the meaning given in Paragraph 3.9 (<i>Settlement of Variations</i>) of Schedule 6.2 (<i>Variation Procedure</i>);
"Variation Procedure"	means the procedure for considering, approving and implementing Variations as set out in Schedule 6.2 (<i>Variation Procedure</i>);
"VAT"	means value added tax as provided for in the Value Added Tax Act 1994; and
"Working Day"	means any day other than a Saturday, Sunday or public holiday in England.

2. ABBREVIATIONS

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

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



TRANSPORT FOR LONDON
and
VODAFONE LIMITED

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

Transport for London
14 Pier Walk
London
SE10 0ES

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1. AIRTIME AND SIMS

1.1 Corporate Services

Req. ID	Name	Description
MS-001	Mobile Airtime Service	The Supplier shall provide a Mobile Airtime Service including voice call minutes, SMS messaging and data services for TfL users.
MS-002	Mobile Airtime Service – Data Only	The Supplier shall offer data-only service options (SMS and packet data) for TfL users.
MS-003	Mobile Airtime Service – Capabilities	The Mobile Airtime Service shall support a standard range of capabilities, including: <ul style="list-style-type: none"> (a) SMS/MMS; (b) support for 4G and 5G; (c) voicemail; (d) call forwarding; (e) call waiting; (f) call barring; (g) soft/hard data caps (e.g. configurable levels for triggering user warnings and/or limiting usage) on a per individual or per group of users basis; (h) options to enable, disable and limit international roaming on a per user basis; (i) options to enable, disable and limit other premium services on a per user basis; and (j) Wi-Fi calling on supported Devices.

1.2 SIM Cards

Req. ID	Name	Description
MS-008	Standard SIM	The Supplier shall provide standard Subscriber Identity Module (SIM) cards to enable access to the Mobile Airtime Service.
MS-009	SIM Size	SIM cards offered shall include nano-SIM and older formats (e.g. Micro-SIM) for compatibility with older Devices where required.
MS-011	MTPAS	The Supplier shall provide Mobile Telecommunications Privileged Access Scheme (MTPAS) SIM cards for use by eligible personnel.

MS-012	eSIM	<p>The Supplier shall support eSIM Devices, including:</p> <ul style="list-style-type: none"> (a) provision of support for Devices with an Embedded Universal Integrated Circuit Card (eUICC); (b) provision of SIM cards with eUICC support for use in compatible Devices; (c) provision of eSIM subscription manager services for remote management of the eUICC, including enable/disable, profile download, profile swap; and (d) support for migration of eSIM Devices to the subscription manager (and network services) of other providers.
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2. DEVICE SUPPLY

Req. ID	Name	Description
MS-013	Supplier Devices Supply	The Supplier shall offer a range of Supplier Devices and accessories for use by TfL users. The range of Supplier Devices offered shall include any requested by TfL that the Supplier offers to other business customers.
MS-014	Supplier Device Catalogue	The Supplier shall provide and maintain a catalogue of Supplier Devices and accessories available with descriptions, current price information and an indication of how long the Supplier Device will be supported.
MS-015	Device OS	Supplier Devices offered shall include a range of iOS and Android Supplier Devices as a minimum.
MS-016	Sustainable Devices	Supplier Devices offered shall include options that focus on sustainability in manufacturing processes and the Supplier Device lifecycle (e.g. Fairphone).
MS-017	Accessories	The Supplier shall offer a range of accessories for the Supplier Devices offered, including cases, screen protectors, chargers and headsets.
MS-018	Microsoft Applications	Supplier Devices offered shall be compatible and suitable for use with the Microsoft Office suite, including the use of Microsoft Teams and Microsoft Intune for Device management.
MS-019	Deployment	The Supplier shall carry out Supplier Device enrolment and logistics (packaging, delivery and tracking) for new Supplier Devices purchased, in accordance with TfL's reasonable requirements as notified to the Supplier from time to time.
MS-020	Apple Device Enrolment Program	For iOS Supplier Devices supplied, the Supplier shall offer Apple Device Enrolment Program support to enable automated enrolment and configuration of Supplier Devices onto TfL's device management platform.

Req. ID	Name	Description
MS-021	Supplier Device Charger	All Supplier Devices shall include the option to be supplied with or without a suitable United Kingdom power charger.
MS-022	Documentation	All Supplier Devices supplied shall be accompanied by all necessary information, e.g. operation manuals, safety precautions and technical specifications (included with the Supplier Device or provided via links/download as appropriate).
MS-023	Packing & Shipping	Supplier Devices shall be packed, labelled and shipped as agreed with TfL, which may include shipping to end user addresses, TfL Site addresses and/or addresses of Third Parties (e.g. suppliers working on end user services for TfL).
MS-024	Device Recycling	The Supplier shall offer a recycling service for Devices that are no longer required by TfL.
MS-025	Supplier Device Replacement	The Supplier shall provide a Device replacement service for Supplier Devices (e.g. Supplier Device 'dead on arrival', Device failed or Device lost).

3. DATA LINKS AND APNS

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

4. COVERAGE

4.1 General Coverage

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

4.2 Coverage Uplift

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

5. SUPPORT

5.1 Account Management

Req. ID	Name	Description
MS-035	Account Manager	The Supplier shall provide a dedicated Account Manager to act as a primary contact for TfL.
MS-036	Account Manager Responsibilities	<p>The Supplier's Account Manager shall take responsibility for:</p> <ul style="list-style-type: none"> (a) ensuring the Supplier delivers the Services in accordance with the requirements; (b) investigating service performance, usage or billing queries; (c) assisting TfL with optimising its use of the Services to minimise costs (e.g. tariff optimisation, ceasing dormant services); (d) receiving and overseeing the delivery of orders raised; (e) advising on service or technology developments of relevance to TfL; (f) addressing any performance issues or complaints raised; and (g) continual service improvement.

Req. ID	Name	Description
MS-037	Account Management Meetings	The Supplier's Account Manager shall attend monthly account management meetings and service reviews.
MS-038	Cost Centres/ Other Bodies	<p>The Supplier shall support dividing the user base within the account to reflect the needs of different units/cost centres within TfL and/or the potential provision of services to other bodies related to TfL or the Greater London Authority.</p> <p>This shall include options for:</p> <ul style="list-style-type: none"> (a) separate access to the Account Manager or a nominated member of the Supplier's account management team; (b) separate access to the Customer Portal, configured to reflect the relevant subset of users; (c) tailored reporting for the relevant subset of users and services consumed; and (d) separate billing.

5.2 Cost Management

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

5.3 Customer Portal

Req. ID	Name	Description
MS-040	Customer Portal	The Supplier shall provide a Customer Portal for individuals authorised by TfL to access account details.

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

5.4 Support Desk

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

Req. ID	Name	Description
MS-044a	Support Desk – Out of Hours	The Supplier shall provide access to the Support Desk or an alternative support contact facility out of hours (24 hours per day, 7 days per week) for notification, management and reporting on progress of Service Incidents.

5.5 Reporting

Req. ID	Name	Description
MS-045	Monthly Reports	The Supplier shall provide monthly reporting with details of the Services consumed, performance of the Services and costs incurred, including supporting details.
MS-046	Report Breakdown	The reports provided shall support different views of the Services consumed, including: <ul style="list-style-type: none"> (a) overall TfL summary; (b) individual reports for each unit/cost centre; and (c) breakdown by Service and/or applicable tariff.
MS-047	Usage Reporting	Usage reporting information provided shall include: <ul style="list-style-type: none"> (a) number of users / connections in an area (organisational unit/cost centre); (b) overall usage by type of function (i.e. voice / SMS / data); (c) number of active SIMs; (d) highlight of usage that is significantly above average for that area, e.g., reporting of 'top N' users; (e) highlight of usage that is significantly below average usage for that area, or zero usage; (f) highlight of out-of-bundle usage including any premium rate calls or data/messages by individual user/connection where applicable; (g) historical/trend analysis information for variable periods of time; (h) highlighting indicators which may point to irregular user behaviour or service faults; (i) volumes and type of calls or usage by individual user/connection, groups of users/connections, service, location, etc.; and (j) full cost analysis of volumes and type of calls or usage by individual user/connection, groups of users/connections, Service, location, etc.

Req. ID	Name	Description
MS-048	Network Service Performance Reporting	<p>The Supplier shall provide monthly performance reports on key network service parameters within Greater London as experienced by TfL's users. Performance reports shall include:</p> <ul style="list-style-type: none"> (a) voice call success; (b) SMS success; (c) data performance parameters (e.g. authentication success, average speeds, latency); (d) service outages affecting TfL users, including network services or Data Links; (e) customer service performance measures; and (f) a commentary on key trends or service disruptions during the period.
MS-049	Contract Performance Reporting	<p>The Supplier shall provide monthly contract performance reports, including:</p> <ul style="list-style-type: none"> (a) performance against Service Levels) for the period; (b) summary of Support Desk activities, including incidents raised and resolution; (c) continual service improvement activities; and (d) progress reporting during transition of services.

6. TRANSITION SUPPORT

6.1 Corporate Transition

Req. ID	Name	Description
MS-050	Transition Management	The Supplier shall work with TfL and TfL-nominated Third Parties to manage the transition of nominated users and the porting of associated phone numbers from the Former Supplier(s) to the Supplier's Services.
MS-051	Transition Manager	The Supplier shall appoint a dedicated project manager to be responsible for the delivery of all transition requirements.
MS-052	Transition Plan	The Supplier shall produce and maintain a Transition Plan in accordance with Schedule 4 (<i>Transition</i>) which covers all aspects of the transition working with each relevant TfL organisation and the nominated contact/project manager identified by TfL for each workstream.
MS-053	Transition Plan Details	<p>The Transition Plan shall include:</p> <ul style="list-style-type: none"> (a) details of all activities with timelines and milestone dates;

Req. ID	Name	Description
		(b) clear identification of responsibilities and expectations of TfL, TfL's existing network supplier(s), end users and any Third Parties; (c) details of the testing to be carried out to validate the transition approach and to confirm successful Transition; (d) user/connection transition details and status (e.g. number, Device, user details/identifier, unit/cost centre, location, services and target tariff, SIM type, transition date); (e) Supplier Device enrolment arrangements where new Supplier Devices are provided; (f) batch contents/sizes, delivery locations, delivery contacts, labelling and configuration; and (g) a communications plan, detailing the information, briefings and support arrangements to be provided in advance of, during and subsequent to the Transition.
MS-054	Transition Updates	The Transition Plan shall be maintained on an ongoing basis during Transition and made available to TfL on a near real-time basis as transitions are activated.
MS-055	Transition at Exit	The Supplier shall support the porting of numbers and transition of users and services to any Replacement Supplier in time for transition of all users by the end of the Term.

7. ADDITIONAL SERVICES

The parties acknowledge that the Additional Services in this Paragraph 7 may be required by TfL at its option and TfL shall notify the Supplier of its decision to avail them in writing.

7.1 Conference Call Facility

Req. ID	Name	Description
MS-063	Conference Calls	The Supplier shall offer a voice conference call facility that supports multiple concurrent conference calls, each including up to one hundred and fifty (150) users.

7.2 Secure Network Access

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

Req. ID	Name	Description
MS-065	Mobile Device Management	The Supplier shall offer a mobile device management solution, including: <ul style="list-style-type: none"> (a) view managed Devices and status; (b) configure and manage security policies; (c) deploy, configure and remove applications; (d) block compromised Devices; and (e) lock/wipe lost or stolen Devices.

7.4 Support Desk Integration

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

7.5 Mobile Voice Recording

Req. ID	Name	Description
MS-068	Mobile Voice Recording	The Supplier shall offer a mobile voice recording service which: <ul style="list-style-type: none"> (a) can be enabled for nominated subscriber numbers to record all voice and text messages associated with that number; and (b) is suitable for compliance with FCA regulations for recording relating to financial products and services.

7.6 Private Telephony Network Integration

Req. ID	Name	Description
MS-069	Private Telephony Network Integration	The Supplier and TfL shall plan to arrange a meeting between the relevant technical representatives to determine integration.
MS-070	Private Telephony Network Integration – General Access	The Supplier shall offer a facility to enable any users of the Supplier's network (including non-TfL users) to be able to access lines on TfL's private telephony network by dialling a pre-defined short access code followed by the TfL short number.

8. PRODUCT TERMS

- 8.1 The provision of Additional Services and Optional Services may be subject to additional terms and conditions ("**Product Terms**") provided that:
- 8.1.1 the Product Terms will be clearly communicated to TfL in writing for review and acceptance as part of the ordering process;
 - 8.1.2 upon acceptance by TfL the Product Terms will be incorporated into this Agreement and will only apply in respect of the applicable Additional Services or Optional Services ordered; and
 - 8.1.3 in the event of any conflict between the Product Terms and any other terms of this Agreement, the latter shall prevail.

APPENDIX 1 KEY LOCATIONS

Main Offices

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

Operational Facilities Buildings

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

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

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

Bus Garages

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

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

London Stations

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

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

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

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

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

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

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

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

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

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

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

Depots

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



TRANSPORT FOR LONDON
and
VODAFONE LIMITED

Agreement for the provision of
Mobile Services Lot 1
Schedule 2B
Service Levels

Transport for London
14 Pier Walk
London
SE10 0ES

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1. SERVICE LEVELS

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

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

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

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

2. ENHANCED REPORTING

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

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

Service Level failure	Supplier Personnel
Any failure to meet any Service Level.	Service Relationship Manager
Material Service Level Failure	Service Relationship Lead
A failure to meet a Corrective Action Plan in respect of a Material Service Level Failure	Senior Service Relationship Lead
Critical Service Level Failure	Channel Head, Central Govt, Justice and Police And/or Head of Solutions and Service

3. **RELIEF EVENTS**

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

**ANNEX 1
SERVICE LEVEL TABLE**

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

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

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

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

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

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

No.	Service Area	Service Level Description	Service Level	Application	Critical Service Level Failure
				measurement period on one hundred per cent (100%) of occasions	
16	Billing	Percentage of monthly bills which are delivered on time and which are accurate	100%	All billing information to be accurate and delivered within ten (10) Working Days from the end of the previous measurement period on one hundred per cent (100%) of occasions	N/A
17	Carbon Footprint	Reduction in the carbon footprint of the Services	75% (or such other amount agreed by TfL and the Supplier pursuant to the EMP)	<p>Carbon footprint is the measure of the Supplier's carbon that is apportioned to Services, including:</p> <ul style="list-style-type: none"> • embodied and operational carbon, and • apportionment of both corporate and Services carbon • covering separate scopes for individual services (not combined). <p>The approach and parameters for apportionment to the Services provided to TfL shall be agreed as part of the EMP, together with any specific milestones.</p> <p>To be calculated and reported on a like-for-like basis (i.e., if usage doubles it is accepted that the apportioned carbon will double).</p>	N/A



TRANSPORT FOR LONDON
and
VODAFONE LIMITED

Agreement for the provision of
Mobile Services Lot 1
Schedule 3.1
Supplier Solution

Transport for London
14 Pier Walk
London
SE10 0ES

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1. INTRODUCTION

- 1.1 This Schedule sets out a description of the Supplier Solution as at the Effective Date and takes effect subject to Clause 1.3(d) (*Definitions and Interpretation*).
- 1.2 The Parties do not intend for this Schedule to be updated to reflect Variations pursuant to Schedule 6.2 (*Variation Procedure*), unless such Variations shall introduce new Services to this Agreement, in which event the Supplier Solution will be updated to reflect those new Services. If there is any inconsistency between:
- 1.2.1 this Schedule; and
 - 1.2.2 a Variation Approval,
- the latter shall prevail.
- 1.3 This Schedule describes the Supplier's Solution for the Services, Additional Services and Optional Services. For the avoidance of doubt:
- 1.3.1 unless expressly stated as being only applicable to Additional Services and/or Optional Services, this Schedule shall be interpreted as applying to the Services and thus included in the charges set out in Schedule 5.1 (Charges and Invoicing); and
 - 1.3.2 where a section expressly states that it is only applicable to Additional Services and/or Optional Services, such Services shall be available at the pricing specified (if any) in this Schedule or Schedule 5.1 (Charges and Invoicing).

2. THE SUPPLIER SOLUTION

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

3. REDUCING CARBON FOOTPRINT

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

before-mentioned environmental kick-off meeting (or such other period as agreed between the Parties in writing), the Supplier shall produce an updated EMP following input and feedback from the kick-off meeting. The updating EMP shall specifically include:

- 3.4.1 a carbon reduction plan, which aims to reduce the carbon footprint of the Services (including targets, milestones, activities, responsibilities, risks, and governance measures);
 - 3.4.2 a carbon footprint related Service Level, or Service Levels; and
 - 3.4.3 an environment innovation program which, where reasonably practicable, applies both to the Services and TfL more broadly.
- 3.5 If the Parties do not finalise the EMP within the above time period, either Party may refer the matter as a Dispute for resolution in accordance with the Dispute Resolution Procedure.
- 3.6 The Supplier shall commence carrying out the EMP within thirty (30) days of the Parties having agreed such EMP and for the remainder of the Term, carry out the EMP. Annually on the anniversary of the Service Commencement Date (or such other date as agreed between the Parties in writing), the Supplier shall review the EMP and within fifteen (15) days of the Service Commencement Date's anniversary, propose any relevant updates to the EMP for TfL's consideration (and to the extent any updates are agreed by TfL, the Supplier shall implement such updates and they shall form part of the EMP).
- 3.7 The Supplier shall monitor and report on progress against the EMP to TfL by providing to TfL, on an annual basis, an environmental performance report, in such format agreed between TfL and the Supplier during the environmental kick-off meeting referred to in paragraph 3.4 above, including:
- 3.7.1 details of the Supplier's performance against the EMP;
 - 3.7.2 a summary of any relevant environmental related innovations; and
 - 3.7.3 a summary of any relevant changing circumstances.

4. **BUSINESS CONTINUITY AND DISASTER RECOVERY**

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

ANNEX 1 SUPPLIER SOLUTION

1. AIRTIME AND SIMS

1.1 Mobile Airtime Services

Overview of Mobile Airtime Services [MS-001, MS-002, MS-003]

The Airtime Services described in Paragraph 1 of Schedule 2A shall be provided with the following capabilities:

- (a) SMS and MMS – SMS messaging supporting up to 160-character text and links and MMS supporting media files such as images, GIFs, and short videos;
- (b) using the Supplier's 4G and 5G Network at no extra cost;
- (c) Voicemail – TfL users can choose all calls, missed calls, unavailable calls or busy calls to voicemail for retrieval later;
- (d) Call forwarding allows TfL users to divert incoming calls to another number if they can't answer them;
- (e) Call waiting – allowing a TfL user to hear and answer a new incoming call while they're on the phone;
- (f) Call barring – with helpful advice on how to set call barring on supported devices;
- (g) Data caps – soft & hard (e.g. configurable levels for triggering user warnings and/or limiting usage) on a per individual or per group of users basis;
- (h) The ability to enable or disable and limit international calling and roaming on a per user basis either via dedicated offsite advisors or the customer online portal Vodafone Corporate Online (VCO);
- (i) The ability to enable or disable and limit other premium services on a per user basis either via Vodafone's customer online portal Vodafone Corporate Online (VCO) or via Vodafone's customer services team; and
- (j) Wi-Fi calling on supported Devices; Vodafone Wi-Fi Calling enables a user to make calls anywhere there is Wi-Fi, even when there's no mobile signal. Wi-Fi Calling is included as standard and is easy to set up and use. After the user has connected to the Wi-Fi Network for the first time, the user's device will automatically switch over to Wi-Fi Calling when the mobile signal is not available or drops below a certain threshold. The person being called doesn't need to have Wi-Fi Calling. There's no additional charge.

Additional Capabilities

Spend Manager is included in the mobile tariff and allows TfL to set and manage a monthly usage limit to control out of bundle charges on each connection and avoid unnecessary bill shock. This limit applies to charges and services (for example premium rate calls, messaging, data usage, picture messages, app purchases and roaming in certain countries) that aren't included in the tariff bundle.

Vodafone's **Public Sector Traveller** is included in the mobile tariff. It still allows a TfL user to roam with their tariffs across the world as if they would in the UK:

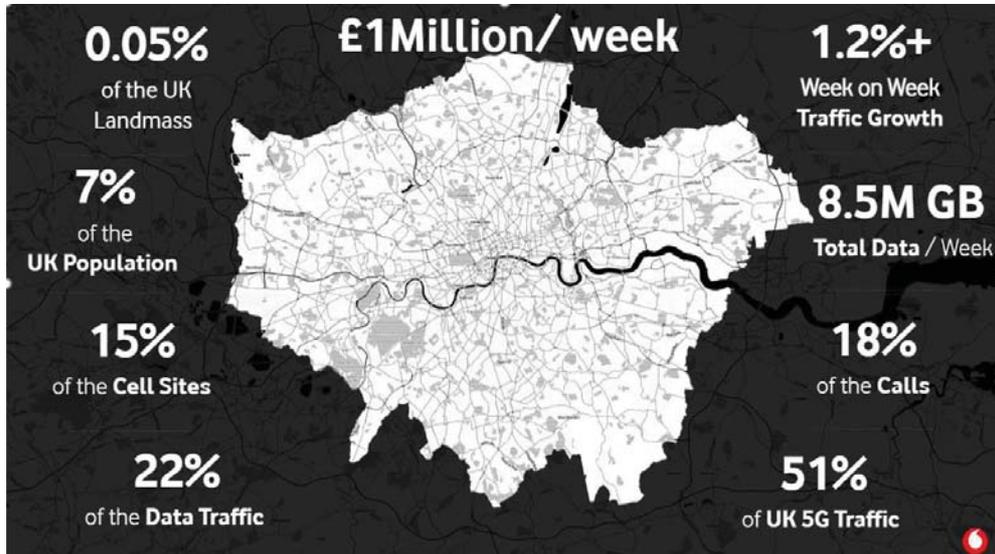
- Domestic free Roaming: Ireland and Isle of Man [REDACTED]
- Europe Zones 1, 2 and 3; [REDACTED]
- World Zone 4, 5, 6 and 7; [REDACTED]

All other countries are charged at [REDACTED]

1.2 Mobile Network

Vodafone Network Investment

The following image shows the specific investment Vodafone makes in London:



Network Reliability (TfL's requirement for service continuity at all costs)

For Vodafone to continue to provide a reliable service, two aspects of Vodafone's network are paramount: capacity and resilience. Capacity ensures that the network can cater for and can cope with the demand of Vodafone's customers while resilience ensures minimal disruption to customers, should the network face any issues.

Vodafone's network is connected by Vodafone's resilient IP backbone, which gives it the ability to easily scale Vodafone's network in preparation for future demand.

The Vodafone network is intelligent, sharing resources and capacity to meet demand. With key elements of the network grouped together, if one area becomes overloaded or suffers a fault, other elements take over.

Vodafone has launched VoLTE (or Voice over LTE). This technology allows customers to make and receive voice calls across Vodafone's 4G data network as well as giving them clearer calls with less background noise. Vodafone already offers the widest voice coverage and largest VoLTE traffic growth (September 2022 – 86% outdoor coverage) due to increased device activation.

Network Service and Security

Vodafone's network has been accredited with Business Continuity Management ISO22301.

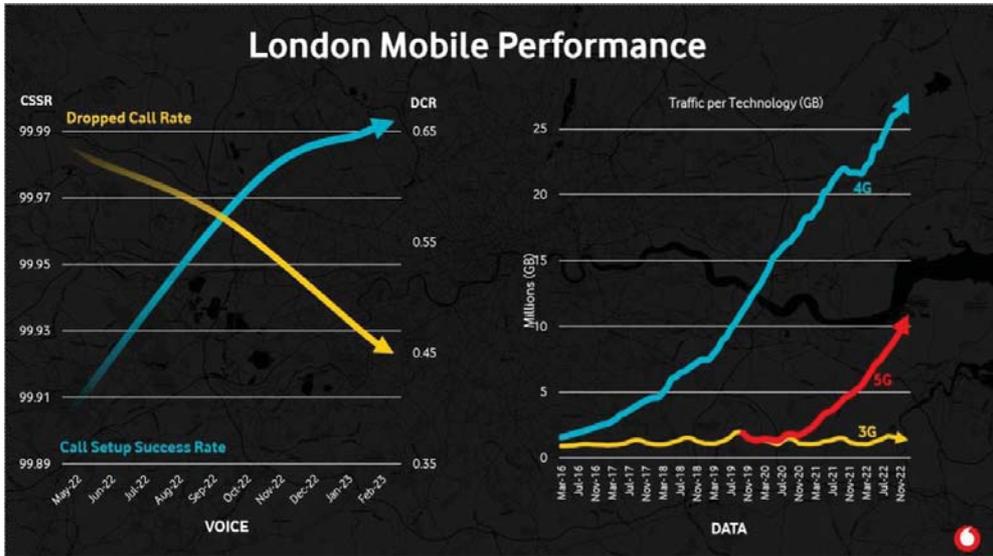
Vodafone's services including anti-virus applications and back-up and restore.

Vodafone's Network Operation Centres monitor the network performance in real time, 24/7 – proactively managing the network to maintain service levels.

Network Performance Data

This image shows Vodafone's Network Performance in London. The graph on the left shows significant improvement in Dropped Call Rates and in Call Setup Success Rates in the face of near-exponential increases in traffic volume and exceptional event management that is a particular London feature. This can only be maintained and further improved through guaranteed investment that supports continuous improvement such as:

- 1000+ 4G and 5G upgrades to improve data throughput
- 252 New cell sites to improve coverage and capacity
- 1400+ 4G power uplifts to improve voice coverage.



In March 2023 the Vodafone Network delivered the following service performance levels:

Network Service Level Summary



KPI NAME	DESCRIPTION	VALUE	TARGET	PASS/FAIL
Voice CSSR	Voice Call Set Up Success Rate (all technologies combined – 2G, 3G, 4G, 5G)	99.87%	99.20%	PASS
Voice DCR	Voice Dropped Call Rate (all technologies combined – 2G, 3G, 4G, 5G)	0.35%	0.60%	PASS
Cell Availability	Network Cell Availability (all technologies combined – 2G, 3G, 4G, 5G)	99.76%	99.00%	PASS
Voice Success Rate	Voice Success Rate within 30 seconds	99.75%	98.00%	PASS
Voice SMS Notification Time	Voice SMS Notification Time (in seconds)	4.73secs	10.00secs	PASS
Voice Voice Notification Time	Voice Voice Notification Time (in seconds)	7.95secs	15.00secs	PASS
SMS Success Rate	SMS Success Rate	00.66%	99.00%	PASS
Average SMS Delivery Time	Average SMS Delivery Time (in seconds)	5.90secs	12.00secs	PASS
Data CSSR	Data Call Set Up Success Rate (all technologies combined – 2G, 3G, 4G, 5G)	99.76%	99.20%	PASS
Data DCR	Data Dropped Call Rate (all technologies combined – 2G, 3G, 4G, 5G)	0.46%	0.80%	PASS
4G Data Throughput DL (Mbps)	The average transmission speed experienced by an End User device when receiving FTP files via the Vodafone 4G BB Network	21.30Mbps	12.00Mbps	PASS

Network Continuous Improvement

The retirement of Vodafone’s 3G network is an important part of Vodafone’s strategy to reach Net Zero in the UK by 2027 (key milestones in 2025), with modern 5G networks being much more energy

efficient. For example, sending a terabyte of data across the 5G network uses just 7%, and 4G uses 30%, of the energy used to send the same amount of data across the 3G network.

Vodafone remains focused on continuing to build the UK's most reliable mobile network. To do this, Vodafone needs to make sure Vodafone's technology is fit for purpose, and by retiring 3G Vodafone can help make sure more of its customers across the UK benefit. For example, Vodafone has already re-farmed existing 3G spectrum to 4G on the 2100 spectrum band on ~4000 sites. This allowed Vodafone to make more 4G available for its customers, which in turn increases customer download throughputs and enhance experience. Throughput has improved by 30–50% where 15 MHz of 2100 spectrum was re-farmed.

Network Innovation Option for TfL – Vodafone 5G Standalone Mobile Private Network solution as an Optional Service

Vodafone already provides 5G New Radio (Non-Stand-Alone Core) Bearer services and is looking to enhance this to 5G Stand-Alone Core capabilities. This enhancement is an Optional Service.

1.3 SIM Cards

Introduction

The ability of Vodafone's physical SIM cards to connect to any device is a core function of its business service provision. SIM cards hold several unique security keys for authentication and encryption between a device and Vodafone's network. Vodafone follows a path of continuous improvement for Vodafone's products, including trial SIM cards and their activation, to ensure Vodafone remains the leading Mobile Network Operator (MNO) in the UK for Research and Development and one of the world's most used mobile networks.

Overview of Vodafone's Approach to SIM Card Provision [MS-008, and MS-009]

Vodafone offers the triple physical SIM (also known as a pSIM) in one card that includes the following form factors:

- 2FF (Mini SIM)
- 3FF (Micro SIM)
- 4FF (Nano SIM)

The user simply pops-out the size of SIM card required for their device. This enables a single SIM card holder to be despatched for use in any device, regardless of age, that is not capable of supporting eSIM. As can be seen from the image below, Vodafone has replaced the standard credit-card sized SIM card holder with Vodafone's half-credit card format to save on recycled plastic waste.

This alone will reduce Vodafone's plastic waste by more than 340 tonnes per year and reduce CO2 emissions by more than 5,000 tonnes.



Vodafone SIM cards are made from 100% recycled plastic

Vodafone delivers SIM cards made from recycled plastic. The 'Eco-SIMs' are part of Vodafone's commitment to reducing its impact on the environment.

The recycled Eco-SIMs will save an additional 1,280 tonnes of CO2 a year.

Vodafone is not aware of any device phone/tablet/model type that is designed for a physical Sim card that will not accept its triple physical SIM card.

SIM Card Orders

For customers with a similar size mobile estate to TfL, we recommend holding a stock of blank SIM cards that can be enabled as required. Alternatively, SIM cards can be ordered and dispatched within 1 working day. Vodafone's VCO online customer portal allows for SIM card swap and upgrades to be managed securely and remotely. Vodafone's offsite advisor resource will be on hand to reduce the admin burden of this activity to a minimum.

Standard physical SIM card orders are submitted during the contract implementation phase by completing the bulk order form and emailing the request to the dedicated Delivery Lead on the project. In-life, requests are submitted by webchat or telephone to Customer Services, or (as mentioned above) through Vodafone's customer on-line portal Vodafone Corporate Online (VCO), Vodafone's online self-service ordering tool.

Sustainable Packaging

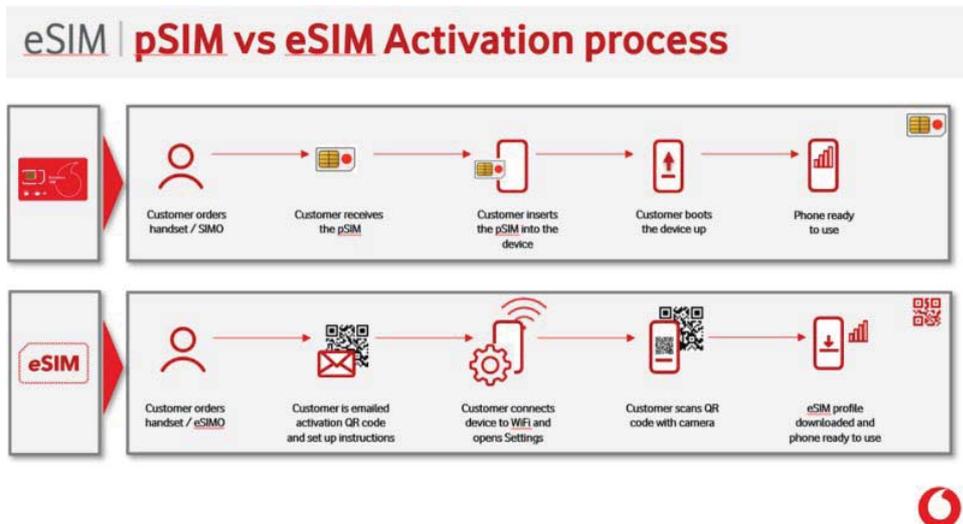
Vodafone invests in sustainability and all Vodafone SIM cards are packaged and dispatched with the environment in mind. Vodafone is the only network operator in the UK to remove single use plastic from its delivery packaging. Vodafone now uses 100% recyclable boxes – other suppliers still use single use plastic bags.

Secure Delivery

Vodafone offers secure SIM card delivery via Royal Mail to hub or office sites, as well as to end- user homes. Vodafone provides order tracking and reporting options. International SIM delivery can also be arranged. Bulk-order SIMs can be packaged, addressed and labelled per individual user if required, which aids with SIM card distribution. Requests for UK delivery submitted before 5pm will be placed on next-day delivery.

SIM Card Activation Process

The top part of the following diagram shows the activation process for physical Sim cards:



As can be seen, the process flow for physical sims is:

1. Order placed for SIM card
2. Secure dispatch and delivery of SIM card to address
3. User receives SIM card, pops out the required size SIM and inserts it into their device
4. User turns on the device and then it is ready to use.

MTPAS Support [MS-011]

Vodafone fully supports the Mobile Telecommunications Privileged Access Scheme (MTPAS) that is managed by Cabinet Office. MTPAS SIMs, often called priority SIMs, are managed by a dedicated team in Vodafone (mtpas@vodafone.co.uk). This will ensure key TfL operations can receive prioritised network access in the event of a major incident. We will offer this service to TfL as an organisation confirmed as being entitled to use MTPAS by the Local Resilience Forum's Telecommunications Sub-Group (TSG) and/or Cabinet Office and has been issued with a MELID.

1.4 eSIM

eSIM [MS-012]

Introduction

Aligned to TFL's requirements, Vodafone fully supports both eSIM enabled devices and eUICC SIMs to ensure all use cases are covered, as described below:

- eSIM typically refer to an enabled device (e.g., smartphones and tablets) that have an eUICC enabled SIM Chip built in at the point of manufacture. eSIM enabled devices rely on a GSMA security protocol (Push and Pull module initiated from the device/User) as seen when you first set up the device and then select the required network provider to attach to.
- eUICC is a transformable SIM that is supported on Vodafone's M2M Roaming SIM IoT Platform. Vodafone's eUICC SIMs rely on a GSMA security protocol (Usually Push model initiated from the remote server) enabling central control and management.

There are some differences in the operational provisioning and control of eSIM devices and eUICC enabled M2M Roaming SIMs.

[a] Provision of support for Devices with an Embedded Universal Integrated Circuit Card

Vodafone supports the provision of eSIM compatible devices that are GSMA standards compliant, including those enabled with eUICC. This is an increasingly standard function for smartphones and tablets being offered to the market with eSIM becoming a standard default option. If TfL were to select one of the devices that are eSIM enabled, these can be activated on the Vodafone network and then used in a traditional manner. Handsets with eSIM are typically eUICC enabled and would be compatible with the standards associated with the type of device (e.g., GSMA eUICC SGP 21/22).

The ability of Vodafone's eSIM to connect to any compatible device is a core function of Vodafone's business service provision. eSIMs hold several unique security keys for authentication & encryption between a compatible device and Vodafone's network. Vodafone follows a path of continuous improvement for its products, including eSIM and their activation, to ensure it remains the leading Mobile Network Operator (MNO) in the UK for Research and Development and one of the world's most used mobile networks.

Vodafone fully supports eSIM using standard processes.

As part of Vodafone's continuous improvement process, Vodafone has expanded eSIM capability to tablets and smartphones, particularly dual SIM phones for its Enterprise customers, including TfL. Using eSIM technology, Vodafone launched its 'One Number' proposition for consumer and small business customers, allowing them to pair their smartwatch with their phone and use the same number for both, while sharing voice and data allowances.

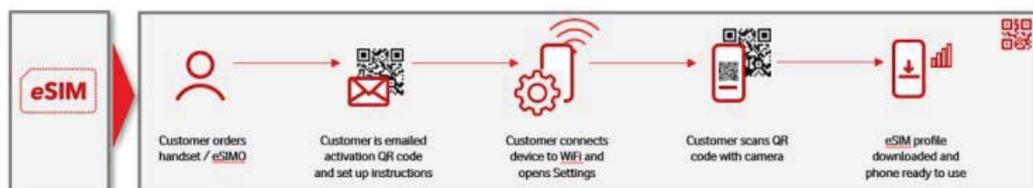
Vodafone is not aware of any device phone/tablet/model type that is designed for eSIM (embedded SIM – meaning a SIM card that is built into a device) that will not accept Vodafone's eSIM activation process. The image below shows a typical eSIM in comparison to the three sizes of physical SIM card. Because it is much smaller, device manufacturers can use the extra room for other components or perhaps a larger battery.



[b] provision of SIM cards with eUICC support for use in compatible devices;

Vodafone supports eSIM activations on eUICC devices that are GSMA standards compliant. The Vodafone solution can be applied to all compatible devices.

The following diagram shows Vodafone's process flow for eSIM activation.



For eSIM the activation process is:

1. Order placed for eSIM
2. User is emailed an activation QR code with set-up instructions
3. User connects to WiFi and opens settings on their device

4. User scans QR code with camera (or inputs code manually)
5. eSIM profile is downloaded and the device is ready to use.

[c] provision of eSIM subscription manager services for remote management of the eUICC, including enable/disable, profile download, profile swap;

Vodafone manages subscriptions using SMDP (Subscription Manager Data Preparation). The solution is compliant to GSMA standards for the creation and management of eSIM profiles. The solution can support enable/disable profile download and profile swap on an eUICC which would be initiated remotely by the device.

eSIM Orders

The VCO online customer portal has full eSIM management functionality. It allows for eSIM orders, swap, upgrades, enable/disable to be managed securely from the device. Vodafone's dedicated offsite advisor resource will be on hand to reduce the admin burden of this activity to a minimum. For a large deployment of devices, there is the option for Vodafone's warehouse to produce eSIM QR codes that go out with Vodafone purchased handsets to reduce the number of steps and make the end user experience easier.

[d] support for migration of eSIM Devices to the subscription manager (and network services) of other providers

Vodafone follows agreed UK industry standard porting processes. The Vodafone process includes of the eSIM from the SMDP (Subscription Manager Data Preparation) ready for migration of eSIM devices to other compatible service providers on the agreed date.

Should individual TfL users have a requirement to move from a physical SIM to an eSIM in any compatible device then this can be carried through a simple 'Sim Swap' process within VCO.

Roaming

eSIM combined with an appropriate tariff gives TfL a level of control over the mobile services that Vodafone offers including, for example, network prioritisation when roaming. It also provides the capability to make and receive calls from International and EU countries.

When combined with Vodafone tariffs, Its eSIM provides the capability to make and receive calls and use UK data allowance whilst roaming in international destinations.

The ability to make international calls and the ability to roam can be easily enabled or disabled on a per TfL user basis via Vodafone's VCO customer online portal. Most of Vodafone's Public Sector customers bar international calling and roaming from implementation as standard and then easily enable in line with their own user policy on an exception basis.

Existing Implementations

Vodafone has no customers with existing entire eSIM estate implementations. Vodafone has many customers operating a hybrid model with both SIM cards and eSIM, though the majority still operate using physical SIM cards.

2. DEVICE SUPPLY

2.1 Device Supply

Comprehensive Approach to Device Supply [MS-013, MS-015, MS-016, MS-018]

Vodafone is device manufacturer and accessory vendor agnostic. Its Supply Chain team manages the relationship with all device manufacturers and accessory vendors on behalf of Vodafone globally. Vodafone works closely with them to ensure that products are reliable, fit for purpose and takes into consideration its Eco Rating's methodology that evaluates the environmental performance of the phones across their entire life cycle.

Vodafone will offer a wide range of mobile devices and accessories from all main manufacturers to TfL, as shown in the table below. All devices offered to Its business customers are Vodafone type-approved and confirmed appropriate for business use on Its network. Vodafone carries out additional compliance testing for devices before making them available to Vodafone's Public Sector customers. In this way Vodafone ensures that devices offered are compatible with/suitable for use with the Microsoft Office suite, including the use of Microsoft Teams and Microsoft Intune for Device management [MS-018].

Device Manufacturer	Public Sector	Trial Devices
Alcatel	Yes	No
Apple	Yes	Yes
Bullit	No	Yes
CAT	Yes	No
Fairphone	Yes	No
Google	Yes	Yes
Huwawei	No	Yes
IMO	No	No
MobiWire	No	Yes
Motorola	Yes	No
Nokia (hmd)	Yes	Yes
Oppo	No	No
Samsung	Yes	Yes
Sony	Yes	Yes
TCL	Yes	No

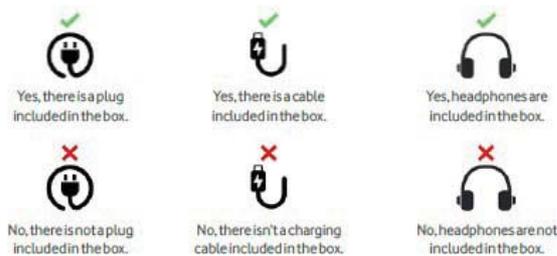
The table above shows devices approved for sale to Public Sector customers that includes iOS and Android devices sourced from all major manufacturers [MS-015].

As shown in the table above, Vodafone supplies Fairphone devices that are marketed as sustainable.

The table above also shows the current list of manufacturers who offer trial device schemes to Vodafone business customers. These schemes allow for the assessment of devices for specific user roles (a particular device requirement for a specific job role or task) and/or for the creation of a bespoke device online catalogue. The choice of manufacturer devices is regularly updated and published in Vodafone's Public Sector Monthly Device Price List catalogue.

Chargers and Accessories [MS-017, MS-021].

Some manufacturers still include a charger and headset with their device; others no longer do. This is clearly explained in Vodafone's Public Sector Monthly Device catalogue using the following symbols:



Vodafone offers compatible accessories for all devices including a choice of chargers, cases, screen protectors, cables (including cable tidy systems), tablet holders and headsets.

Documentation, Logistics, Packing and Shipping [MS-019, MS-022, MS-023].

Vodafone offers free delivery across the UK to any address. All orders are packaged and delivered by secure courier either to TfL locations, TfL's third-party sites or to TfL users at home. Order before 5pm for free next day delivery, subject to stock availability.

Vodafone partners with DPD who will

- Assure tracking and security, requiring signature on delivery
- Send users a text and email confirmation as soon as the order has been despatched
- Provide a 1-hour delivery slot; users will get a text on the day of delivery to let them know when their order should arrive. If a user wants to, they can reschedule.
- Allow a user to choose a different day

Optional Additional VIP User Service available as an Optional Service

TfL may be interested in Vodafone's VIP insurance service (as detailed in the device Catalogue) which offers same-day delivery at an additional charge. For orders of more than 100 items in a single Working Day, Vodafone may require additional time for dispatch, depending on the complexity of the order. Deliveries can be tracked via Vodafone's customer online portal Vodafone Corporate Online (VCO).

Vodafone devices are supplied in the manufacturers original packaging together with all necessary information, e.g. operation manuals, safety precautions and technical specifications.

Sustainable packaging

Vodafone is the only network operator in the UK to remove single use plastic from its delivery packaging whilst using 100% recyclable boxes to deliver stock – other suppliers still use single use plastic bags.

Bulk Purchase of Devices

For bulk orders of a particular device, Vodafone approaches manufacturers for pricing support to achieve a supplier discounted price for guaranteed volume purchase. Should TfL wish to consider a device refresh, Vodafone would recommend taking advantage of manufacturer trial devices to determine the types of devices required per user type and then procuring these devices in bulk. Once purchased, these specially purchased devices are held in Vodafone's warehouse under their own order code and then distributed as a managed project at on-site events and securely to individuals at home.

Device Enrolment [MS-019 and MS-020]

Vodafone supports both Apple Device Enrolment (Apple DEP) and Samsung Knox Mobile Enrolment (Samsung KME) as follows:

- Apple DEP is available to TfL free of charge. Apple DEP is designed to ease the deployment and management of large numbers of iOS (iPhone and iPad) devices. It provides streamlined set up, over the air configuration plus automated and enforced Mobile Device Management (MDM) profile deployment.
- Samsung KME is available to TfL free of charge. Samsung KME is a zero-touch deployment service that enables the enrolment of a large quantity of Samsung devices (phones and tablets) into TfL's chosen Mobile Device Management (MDM) solution for corporate use. Once TfL's Samsung administrator registers a device with the service, the device user simply turns it on and connect to Wi-Fi or 4G/5G during the initial device setup process to auto enrol.

Device Replacement [MS-025]

The 'Orders & Tracking' area of Vodafone's VCO customer online portal provides shopping basket functionality to order new connections, handsets, accessories and upgrades. Additionally, this functionality is used for replacement ordering to recover faulty, damaged or stolen equipment.

In-warranty devices that are faulty are replaced the following day with the same or a nearest equivalent device.

As discussed above, Vodafone can provide TfL with the option of with or without a suitable UK power charger. This option is device specific, as Vodafone will not break the manufacturer packaging. Vodafone is happy to provide the device options at the point of service request.

Device Recycling [MS-016, MS-024]

Device recycling is a standard service offered on all handsets supplied by Vodafone. Vodafone additionally welcome devices purchased elsewhere and process them for the benefit of several charitable schemes..

On 22nd November 2022, Vodafone announced a major global partnership with WWF-UK that will support Vodafone's goals to reduce carbon emissions to 'net zero' by 2040, help to eliminate e-waste and encourage a more circular economy for mobile phones. Because purchasing a refurbished smartphone saves around 50kg of CO₂e (Carbon Dioxide Equivalent) – making its contribution to climate change 87% lower than that of the equivalent, newly manufactured smartphone – and removes the need to extract 76.9 kg of raw materials, this partnership programme will inspire Vodafone's customers to hand in their old devices as part of a trade-in, for a donation to social causes, or to be recycled responsibly. Every phone collected during the programme will see ████ donated by Vodafone to WWF conservation projects across the world.

Specialist Devices

Vodafone works collaboratively with Vodafone's Supply Chain to source and support such a device request. Vodafone's

Device Innovation Option for TfL - Vodafone Device Lifecycle Management

Vodafone's Device Lifecycle Management (DLM) provides the latest mobile and tablet devices with flexible payment models, with no upfront capital investment.

Vodafone's consistent end-to-end managed service provides full visibility and control of all devices across TfL's mobile estate. It is a comprehensive Device-as-a-Service solution.

An additional value option that may be of use to TfL is for Vodafone to 'inherit' a customer's device estate; immediately replacing those devices that are unsupported and then running a rolling retirement/replacement service. We have found this is a useful exercise in eliminating

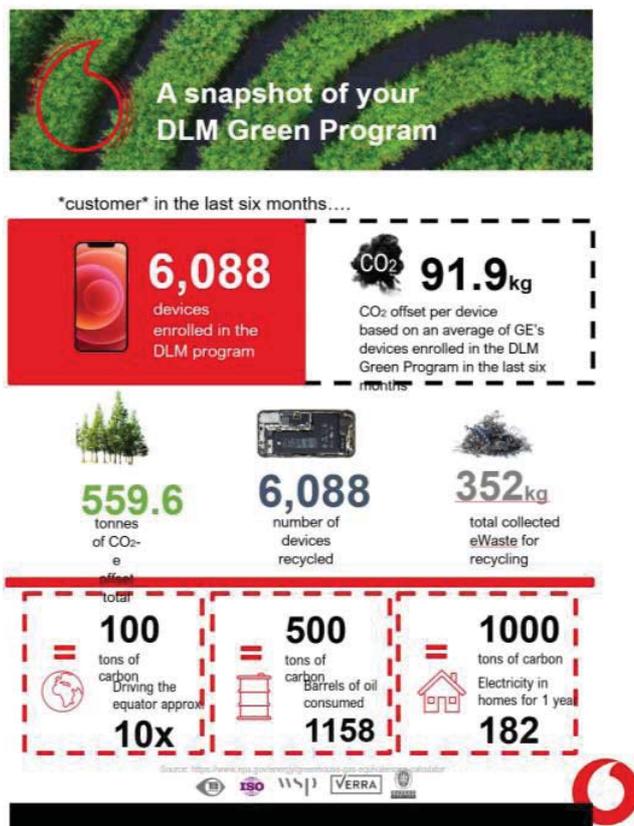
unused/unwanted devices on an estate, establishing an accurate inventory, and managing the security risk of change going forward.

Responsible End of Life Device Management

As a benefit of Vodafone’s OPEX model, this provides a sustainable solution reducing e-waste, reducing TfL’s carbon emissions in line with TfL’s Corporate Social Responsibility ambitions, contributing to:

- **Extended life** – by refurbishing mobiles and tablets to extend their average useful life. When devices get to the end of their use, we redeploy them to the secondary market after refurbishment. Around 94% of TfL’s devices can be refurbished enabling 25% reduction in carbon emissions through extended life of lease.
- **Waste compensation** – by responsibly recycling all end-of-life devices that cannot be refurbished and ensuring minerals can go back into the value chain.
- **Carbon neutralisation** – by investing in the Kasigau Corridor Redd+ Project which is protecting forests, wildlife, and communities in Kenya. The Verra verified project will offset 1.7 million tonnes of CO2 emissions per year over the next 30 years. Each customer will be provided with a half yearly report.

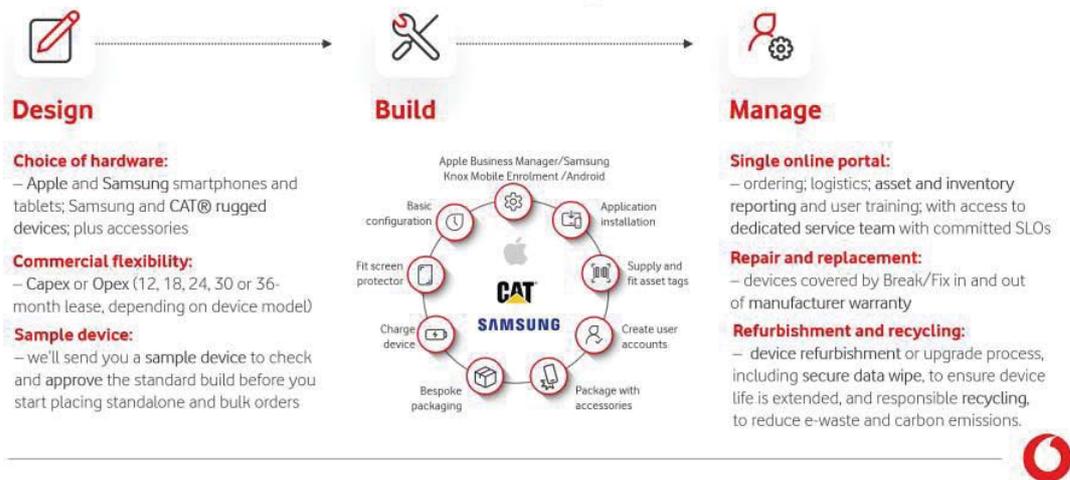
A report, (example below), is shared every 6 months to demonstrate the sustainable impact for devices customers take on rental and their contribution to both the carbon offset and recycling service.



DLM removes the administrative burdens from a customer’s IT staff by staging, configuring and shipping devices across multiple sites and geographies, also managing the collection of devices at the end of the term. Customer’s staff can focus on creating value instead of managing mobile estate.

The image below shows the three stages of the DLM service:

End-to-end sustainable device management



1) Design Stage

The creation of a Gold Build document that includes a detailed step-by-step guide on how to configure a device so they are built as per an approved design, requirements, and security protocols, delivering everything fully staged and ready to go.

TfL can choose from the following options:

- Charge Battery
- Create user accounts
- Install Software/Applications
- Fit asset tags
- Apply Screen Protector
- Apple/Samsung enrolment
- Package with accessories

2) Build Stage

Ordering mobile devices based on TfL's agreed forecasts and then staging, kitting, dispatching and rolling-out of TfL's devices according to the Gold Build document and the agreed project roll-out plan. This may include on-site events, at home deliveries or a combination of both.

3) Manage Stage

Managing user devices including the following options:

- **Repair and replacement**

TfL's users can have a rapid repair and replacement service to swap out faulty devices with a fully staged replacement device (with the same make, model and colour), reducing downtime due to non-functioning devices.

- **Leavers**

The Leavers service is for secure device recovery. All data is wiped from the device and put back into the list of available devices that can then be ordered.

- **DLM trade in**

Vodafone offers a trade in service that allows TfL to release funds from existing device estates and to use the money to invest in new DLM device rentals and managed services.

2.2 Device Catalogue

Vodafone will provide and maintain its catalogue of the available Public Sector approved devices and accessories with full descriptions and current price information (attached as 1.2.2 May's edition of the Public Sector price list of devices in Attachment 1 to Annex 1). Vodafone releases its public sector device price catalogue monthly. It will be supplied to TfL via the Vodafone account team or via an automated email delivery, whichever is preferred.

The catalogue contains a comprehensive range of accessories [MS-017, MS-021] such as:

- Cables and Charger
- Power and Wireless Charging
- Cases
- Screen Protectors
- Apple Accessories (pencils, cases, keyboard cases, audio and chargers)
- MagSafe
- Laptop Accessories
- Memory Cards

The catalogue also includes a section that highlights what's new, what's coming soon as well as end-of-life notices from manufacturers that indicates how long a particular device will continue to be supported.

Vodafone's device portfolio is a selected and tested range of devices which deliver against these core business requirements:

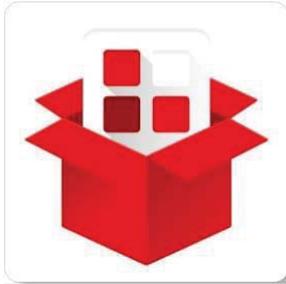
Plan with confidence – Vodafone aims to include devices for at least nine months and seek to provide a natural successor where possible to ensure that TfL can plan its deployment to employees as effectively as possible. For large deployments we can secure stock in advance that is held in warehouse and called-off against.

Fully supported – Vodafone provides accessories and car kit support for listed devices, and subject to its availability from Vodafone's suppliers, support will continue to be provided for 12 months after the device is discontinued.

Specialised devices – Vodafone supplies a diverse range of high-performance, durable, rugged and multi-use devices (including PDAs, laptops, convertibles, tablets, ancillaries) specifically designed for deployment in challenging field environments. Vodafone understands that TfL has Sonimtech XP8800 ruggedised devices and a range of iPads and iPad mini's on its estate. Vodafone's catalogue currently ranges CAT ruggedised devices and several Apple and Samsung Tablets together with protector accessories.

Device specifications – All devices are 2G, 3G and 4G compatible unless otherwise stated, with newer devices also 5G compatible. All smartphones have Bluetooth, Wi-Fi, GPS, support push email and are GSM Quad-band. Devices may come with different specifications dependant on the market they are intended for. Operating system may change during a device lifecycle.

AppBox – Vodafone AppBox is a service which recommends a collection of free mobile apps during setup of a compatible handset. AppBox is available on Handsets from the following manufacturers: Samsung, Oppo, Xiaomi & TCL. Some Apps recommended by AppBox may not work for some customers depending on their security/setup allowance. In this case, if downloaded they will be blocked in the same way as if they were downloaded from the Google play store.



Warranty – Currently all devices are covered by a 24-month warranty period.

Continuous Improvement – Supporting sustainable choices with Eco Rating [MS-018]

The Eco Rating score is an objective assessment of the environmental performance of mobile phones. Eco Rating evaluates the environmental impact of the entire process of production, transportation, use and disposal of mobile phones on a scale from 1 to 100. The closer the score is to 100, the better the sustainability performance of the device.

Eco Rating's methodology evaluates the environmental performance of the phones across their entire life cycle – production, transportation, use and disposal at end of life – culminating in a final Eco Rating score.

As examples, a Samsung A33 has a sustainability score of 76a Samsung A52 has a score of 84 whereas Fairphone has a score of 85. Vodafone is working with all manufactures with the aim of publishing an Eco Rating for all devices sold.



Raw Materials – The raw materials used in the production of mobile phones and their components. The more that devices use recycled materials, not scarce natural resources, the higher the Eco Rating score for this stage.

Manufacturing – When the components of the mobile phone are produced and assembled to become the finished product, including packaging and accessories. The Eco Rating will verify the impact of this stage for carbon emissions, energy consumption and other environmental categories.

Transport – Once the device is assembled, the finished product is shipped from the manufacturing location to the country of sale. This stage considers the distance, plus the transportation method and its carbon footprint.

Usage and parts – Once consumers have purchased the device, they will own and use it for several years. The useful life of the device depends on factors including durability, upgradability and repairability, in addition to the energy consumption of the device from charging.

End of life – This last stage looks at the environmental impact of disposing of the device, including an assessment of how easy it is to be refurbished or if its metals and the plastics can be easily recycled.

Vodafone believes that Eco Rating is a strong enabler because it helps its customers to make informed and more sustainable choices. Vodafone uses it to encourage its suppliers to reduce environmental impact of their devices. Eco Rating aligns the mobile industry in improving transparency and reducing its environmental footprint as well as having a positive impact on environment: CO2 and e-waste reduction. It additionally supports Vodafone targets on Net Zero by 2040

TfL On-line Catalogue

Although all devices Vodafone supplies to business customers are available for purchase, Vodafone's customers prefer to refine this selection to a small number of devices based on use cases. They may select a 'Mid-Range' smartphone for most users, and 'Executive' device for senior leaders and a ruggedised device for field workers, together with approved accessories, as an example.

During implementation Vodafone's specialist project delivery team works with customers to create this bespoke online catalogue within Vodafone's Vodafone Corporate Online customer portal. In this way, Vodafone will work with TfL to create and maintain a small range of devices and accessories specifically selected for TfL users. This enables ease of ordering with monthly management of this online catalogue by the account team to remove the administrative burden on TfL.

3. DATA LINKS AND APNS

3.1 Data Links and APNs

A Proven Approach to Data Links and APNs Provision [MS-026, MS-027]

Vodafone can design, build, and support Data Links and APNs to meet the TfL requirements to support Mobile connectivity, over different external packet-switched networks.

[1] Multiple APNs [MS-026]

Vodafone can provide both public and private APNs and currently works with many Critical National Infrastructure organisations to implement and support their APN solutions, helping to secure their mobile data for business-critical applications.

The following are the APN options that Vodafone can provide to TfL for mobile connectivity to different external packet switched networks:

- Direct public connection to the internet APN
- Private APN with IPsec
- Private APN with dedicated circuits.

[2] APN Options [MS-027]

[a] Bandwidth Options:

- Direct public connection to the internet APN: The bandwidth of Internet facing APNs is limited by cell utilisation.
- Private APN with IPSEC: The Port bandwidth of IPsec tunnel is dependent on the access line/speed rate of the customer's access.
- Private APN with dedicated circuits: Fibre connectivity will be provided between the Vodafone mobile network and TfL's Data Centre locations with access bandwidth/Line rates available of 100Mbps or 1Gbs. Service Bandwidth rate options can be configured in 10Mbps increments up to 100Mbps and increments of 100Mbps up to 1Gbs.

[b] Resilience Options:

Direct public connection to the internet APN – Multiple egress paths out from the Vodafone core network via Vodafone's Global IP Backbone network

Private APN with IPsec – Devices connected in this manner will have all traffic routed through a single configured IPsec tunnel to a private network (cloud hosted or private data centre hosted)

Private APN with dedicated circuits – Vodafone will provide a resilient APN service with two dedicated access circuits and managed routers to the customer site.

This will be delivered over dual diverse Symmetrical Ethernet for both legs. The standard method for dual access circuits will be employed, that being an active/passive configuration. A backup router would remain in a hot-standby state, constantly monitoring the primary connection. If that should fail, the secondary would take ownership of the data transfer and the service would continue as normal. Once the primary outage was over, the primary router assumes its original role with no manual intervention.

For resilient services Vodafone will provide separacy between physical installation of access circuits (e.g., to minimise sharing of ducts or building entrance points)

- Standard separacy – We will use reasonable endeavours to provide trench, duct, and cable level separacy between primary and secondary access circuits. Vodafone will make use of dual building entrance points where these exist and can be used at no additional cost.

Alternatively, Vodafone will provide a second building entrance point where ordered, subject to excess construction/ancillary charges.

- Enhanced separacy – This resiliency option uses two Access Circuits which are separated by a physical distance of at least three metres at all points, except where otherwise agreed at and/or near the Customer premises (e.g., at Customer Site building entry points and within the Customer Site). Enhanced separacy is only possible where all Access Circuits are provided by Vodafone infrastructure.

The typical resilience option would be to design in a dual Link mode, and then apply BGP as the protocol to support resilient connectivity. This operates in an active/passive mode.

[c] Authentication and IP address allocation:

Private APNs currently run only on RFC1918 IP addresses.

IP allocation can be set to a Vodafone Gateway GPRS (General Packet Radio Service) - Support Node, which is dynamic in its allocation, or a customer RADIUS (Remote Authentication Dial In User Service) server can be used to control IP address allocation. A customer RADIUS can be used for other Authentication, Authorisation and Accounting (AAA) services too if static IP addressing is not desired.

[d] Data Connectivity

Direct public connection to the internet APN - Public APN settings are specific to each carrier's mobile network that allows users to connect direct to the internet using their mobile device.

Private APN with IPsec - Secure Internet Site Access is provided via an encrypted IPsec VPN (Virtual Private Network) tunnel that ensures a secure connection from the customer's remote sites via the Internet to the Vodafone Multi Service Platform (MSP) network. The IPsec tunnel is initiated on the customer router and terminated on the Vodafone Secure Internet Gateway as shown in the following figure.

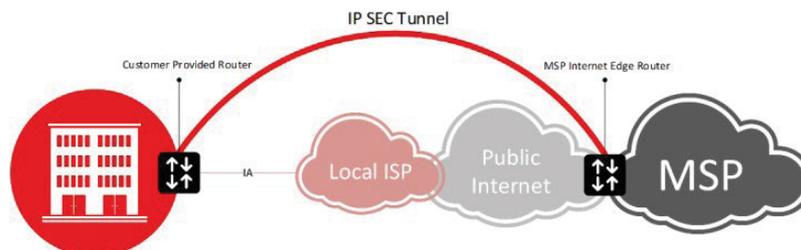


Figure 1 – Data Connectivity for Private APN with IPsec

Private APN with dedicated circuits – Private APNs provide a secure and isolated path through the Vodafone mobile MSP network direct to the customers Local Area Network without traversing the public Internet.

Two access designs are available on the Vodafone fixed link APN.

- Single Access
- Dual Access.

Single access consists of a single router and circuit to provide service to the customer site. Single access circuits are delivered by Symmetrical Ethernet technology as shown in the following figure.

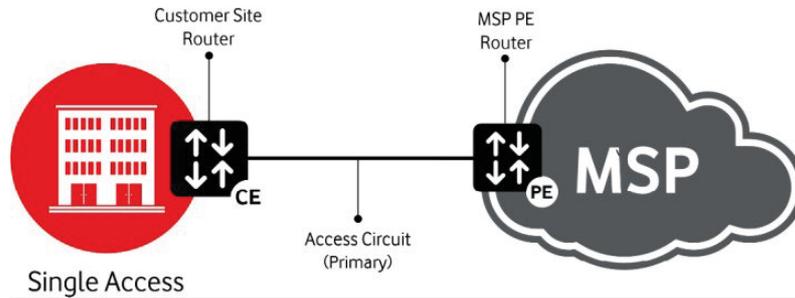


Figure 2 – Single access for Private APN with dedicated circuits

Dual access consists of two managed routers and two access circuits to provide a resilient service to the customer site. This will be delivered over dual diverse Symmetrical Ethernet for both legs as shown in the following figure.

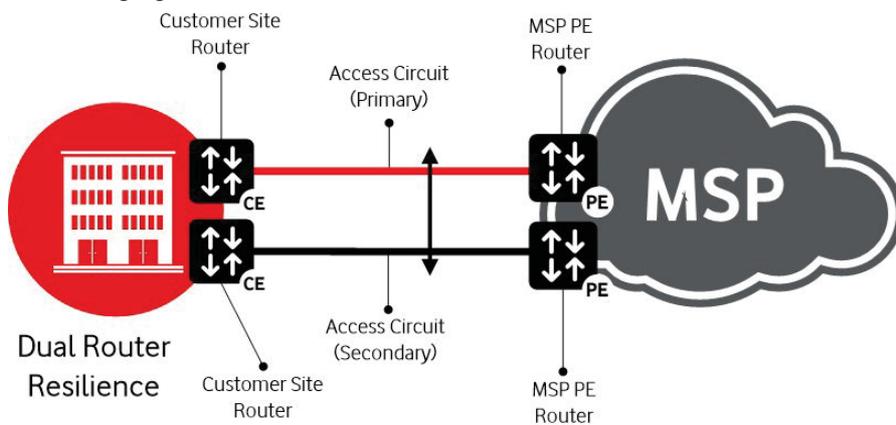


Figure 3 – Dual access for Private APN with dedicated circuits

[e] Management and Support

There are numerous ways in which to configure APNs and Vodafone will work with TfL on the optimal configuration of the APN service for load balancing, load sharing and routing protocols.

The agreed solution would be documented and handed over to Vodafone delivery to configure the APNs to ensure optimal performance for you and TfL's users.

APN circuits are pro-actively monitored by Vodafone's Netcool system. Where an alarm is identified as service impacting then an incident ticket will be raised, and the Vodafone service desk will notify TfL.

Should TfL experience any issues with the service, then the Vodafone ITIL aligned service desk will log the incident on Vodafone's IT (Information Technology) Service Management (ITSM) toolset and work with Vodafone support teams to resolve the issue within the agreed Service Level Agreement.

[f] Continuous Improvement

Helping TfL to reduce costs whilst delivering multiple services to its users

Providing the dedicated circuits for the APNs across TfL's locations, enables Vodafone to provide additional over the top services such as extra APNs, SIP and Internet breakout. This will result in reduced costs for delivery of the multiple services should TfL require them in future.

Enhanced connectivity Innovation options to support TfL's digital strategy

Vodafone can provide new innovative connectivity solutions for connecting to TfL infrastructure through Vodafone's Mobile Private Networks (MPN) and Multi-Access Edge Compute (MEC) products and services.

Mobile Private Networks available as an Optional Service

An MPN is a dedicated, secure, scalable wireless network, which uses either 4G or 5G to cover a specific location such as a train station or bus depot.

Vodafone Business is the first telecoms operator in the UK to offer full Standalone (SA) MPN. Using Vodafone's 5G network we can offer ultra-low latency and protected data flow, which could unlock new possibilities for TfL. 5G SA is dedicated 5G connectivity, powered by a 5G core and 5G radio network.

MPN allows new enterprise services such as smart cities, factories and ports. It also enables cloud native architecture, which would allow TfL to drive down costs and has flexible deployment methods. Vodafone Business' MPN can support TfL by deploying a dedicated local network built to cover a specific location or campus. We can deliver an enhanced service to enterprises and industry, with more control and security. MPN serves as a more secure, scalable, and robust alternative to Wi-Fi.

- Reliable, low latency – secure connectivity between people and machines
- Improved operational efficiencies – providing workforce with digital tools
- Reduced operational risks and increased production up time – through more timely and accurate monitoring and control
- Increased employee health & safety – security of site operations.

Multi-Access Edge Computing (MEC)

Multi-access Edge Computing (MEC) offers cloud-computing capabilities and an IT service environment at the edge of the mobile network and is characterised by ultra-low latency and high bandwidth availability. MEC can be incorporated with Vodafone MPN solution, which could enable TfL to run ultra-low-latency applications by bringing compute capability closer to the end user.

4. COVERAGE

4.1 General Coverage

[a] Extent (%) of Vodafone Geographic Coverage (indoor and outdoor) [MS-030]

Over the last five years Vodafone has invested £4.5 billion in Vodafone's UK network and services, providing increased coverage and capacity. Vodafone has a continuous improvement programme of modernisation, delivering state-of-the-art equipment to over 18,500 cell-sites for greater coverage.

Table 1 shows Vodafone's March 2023 network coverage statistics NB-IoT, 2G, 3G, 4G and 5G indoor and outdoor for the UK

Technology and Coverage KPI	Area Coverage %	Population Coverage %
2G/3G/4G Voice Indoor	96.14	99.70
2G/3G/4G Voice Outdoor	96.34	99.97
4G Voice (VoLTE) Indoors	86.91	97.77
4G Voice (VoLTE) Outdoors	87.15	99.69
4G 3Mps Indoor	82.98	95.91
4G 3Mps Outdoor	83.36	99.42
5G 3Mps Indoor	7.80	32.04
5G 3Mps Outdoor	8.41	47.81
NB-IoT Indoor (+10dB)	99.06	99.75
NB-IoT Outdoor (+10dB)	99.85	99.98

Table 1 – Vodafone UK coverage

Table 2 shows the March 2023 network coverage statistics for Vodafone NB- IoT, 2G, 3G, 4G and 5G indoor and outdoor coverage for Greater London

Technology and Coverage KPI	Area Coverage %	Population Coverage %
2G/3G/4G Voice Indoor	100	100
2G/3G/4G Voice Outdoor	100	100
4G Voice (VoLTE) Indoors	99.98	99.98
4G Voice (VoLTE) Outdoors	100	100
4G 3Mps Indoor	99.90	99.91
4G 3Mps Outdoor	99.95	100
5G 3Mps Indoor	89.92	93.13
5G 3Mps Outdoor	97.57	99.56
NB-IoT Indoor (+10dB)	100	100
NB-IoT Outdoor (+10dB)	100	100

Table 2 – Vodafone Greater London coverage

Vodafone will provide the best converged (fixed and mobile) experience in the market to TfL by:

- **Network Evolution** – The retirement of Vodafone's 3G network enables the repurpose of the spectrum to 4G and 5G to improve coverage and speed performance for customers.
- **VoLTE (Voice over LTE)** We offer the widest voice coverage; with VoLTE coverage at 99.69% (outdoors) we have seen 70% of all voice calls made on this technology, as a result winning awards in reliability and quality.

[b] basis/assumptions used for coverage calculations [MS-030]

A predicted visual representation of the level of coverage is produced using computer modelling software based on real world scenarios for each of the specific influencing characteristics to produce the best coverage and capacity; frequency band, antenna height and interaction with clutter (e.g. building and trees causing shadows and reflections).

Drive tests are also used to capture the signal strength and other quality of service indicators to aid with optimising the network coverage footprint. Crowd sourced data and feedback are also fed into planning and optimisation.

The following provides an overview of the Vodafone spectrum along with the benefits

800/900 Mhz (2G,4G & 5G)

The lower the frequency of the band the further it can travel, so the 800MHz band is the most adept at travelling over long distances.

Low frequencies are also good at passing through physical objects, so the 800/900MHz band is good for indoor coverage and for heavily built-up areas where a signal might otherwise struggle.

1.4GHz (4G)

This can now be utilised to assist downlink-only broadband connections via Supplemental Downlinks (SDL) technology. SDL, is vital in addressing the rising 4G mobile data traffic.

2.1/2.6GHz (4G & 5G)

These frequency bands carry high capacity and can cope with thousands of simultaneous connections making it a good fit for cities and other busy areas.

3.4–3.8Ghz (5G)

Used for the latest 5G Standalone Service for high-capacity data rates.

[c] Supporting information and coverage maps [MS-030]

The following coverage maps show the latest indoor and outdoor coverage for the UK.

2G

Vodafone's 2G service, covering 99% of the UK population, currently supports IoT (Internet of Things) and voice services. 2G utilises the Vodafone 900MHz frequency ranges.

The following maps show UK and Greater London coverage for 2G voice in March 2023.

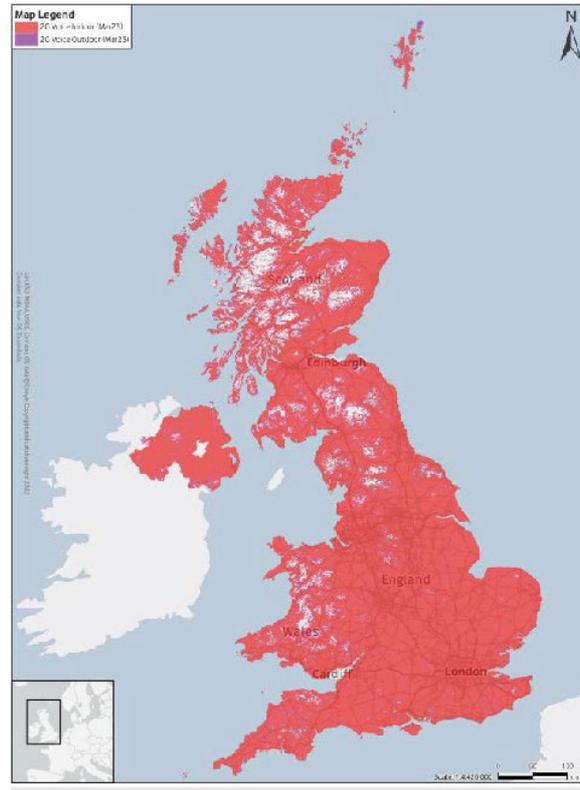


Figure 1 – 2G UK indoor/ and outdoor voice coverage

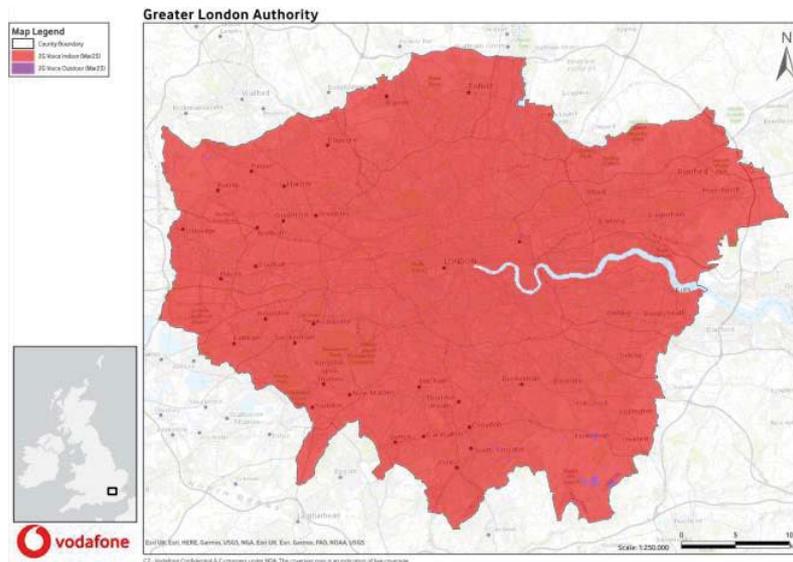


Figure 2 – 2G indoor/ and outdoor voice coverage for Greater London

3G and support for 3G services in future – Vodafone UK, in line with Vodafone’s other European Operating Companies, is aiming to shut down Vodafone’s 3G service from 2023. This requires ongoing migration of voice traffic from 3G to 4G. As the shutdown takes place, the radio spectrum will be deployed on to 4G and 5G to meet customer demands and increase the availability of 5G.

The following maps show 3G UK and Greater London coverage in March 2023.



Figure 3 – 3G UK indoor/outdoor coverage at 1Mbps

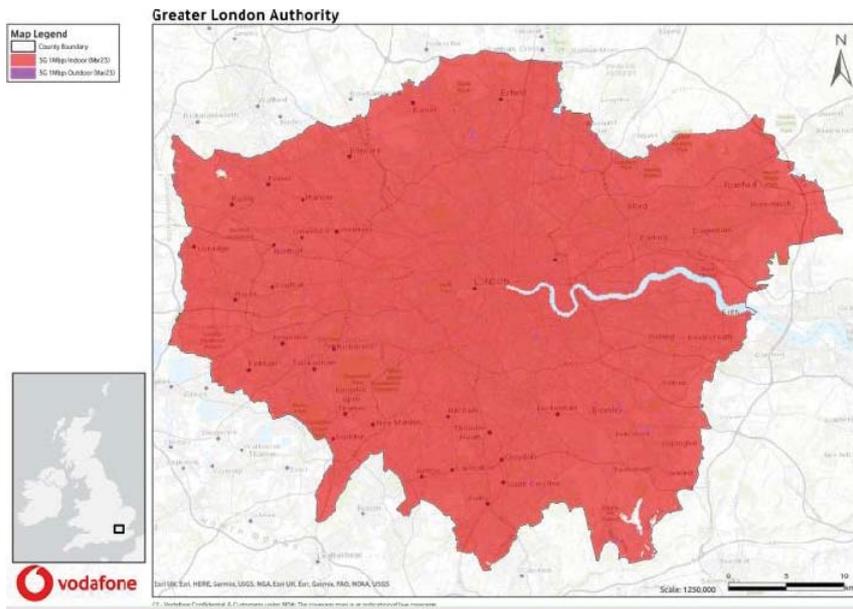


Figure 4 – 3G indoor/outdoor coverage at 1Mbps for Greater London 4G

To meet the increasing demand from customers for a high-quality voice and data experience, Vodafone continues to maximise the investments made in its frequency spectrum holding. One key aspect is the deployment of Carrier Aggregation which ensures higher average speeds than standard 4G, especially indoors.

The following maps show 4G UK and Greater London coverage in March 2023.

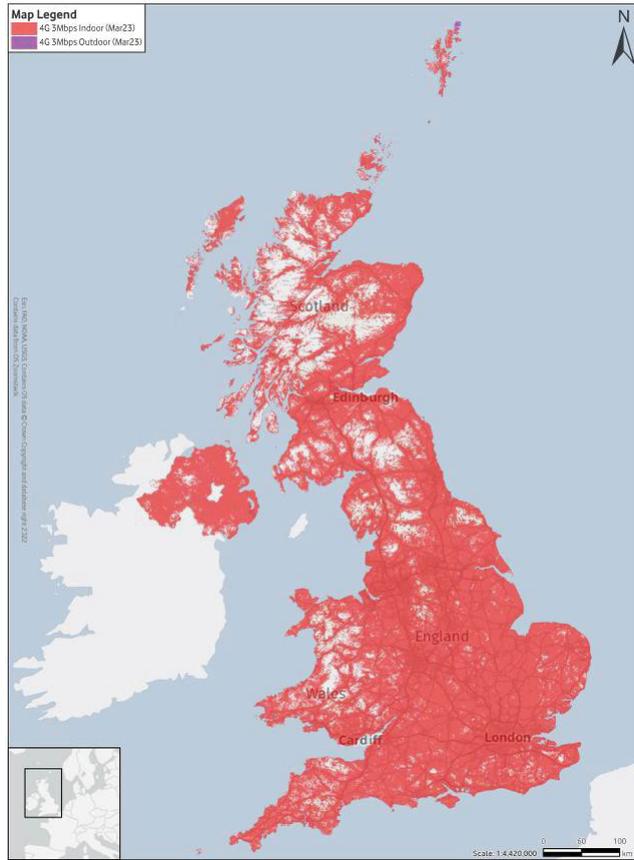


Figure 5 – 4G UK indoor/outdoor coverage at 3Mbps

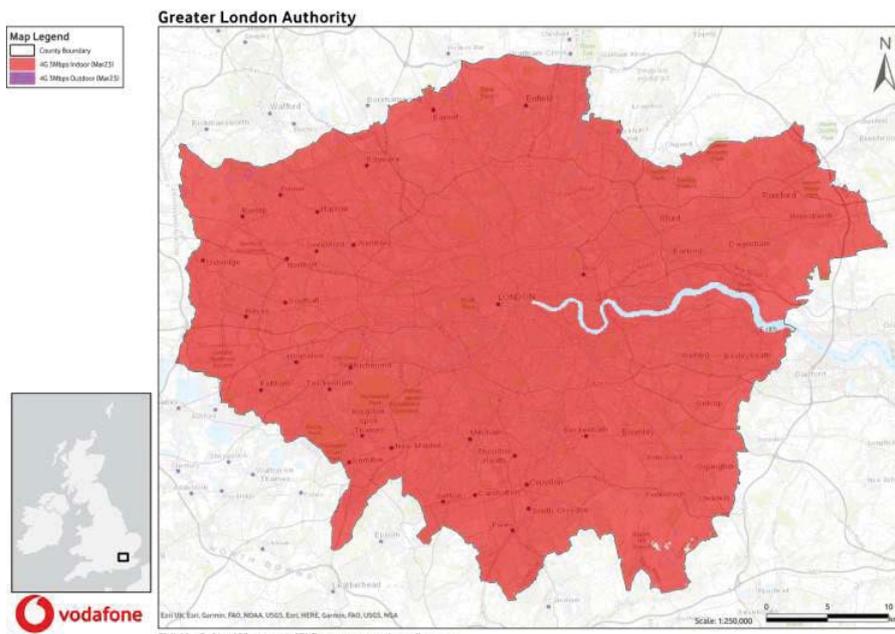


Figure 6 – 4G indoor/outdoor coverage at 3Mbps for Greater London

5G

Vodafone continues to deploy the 5G network to reach more places and widen the 5G footprint in those locations where the 5G service is already available. Today, 5G deployment is currently based on the 5G high band (3.5GHz (Gigahertz) frequency) and will be complemented with a low band frequency deployment in 2023. High band deployment is great for speed and capacity in urban areas, however, to widen Vodafone's coverage footprint in suburban and rural areas, a lower band frequency is more suitable. Vodafone has already started all the preparation work to reallocate to its low frequency 900MHz which is currently used for 2G/3G/4G and 5G.

The following maps shows 5G UK and Greater London coverage in March 2023.

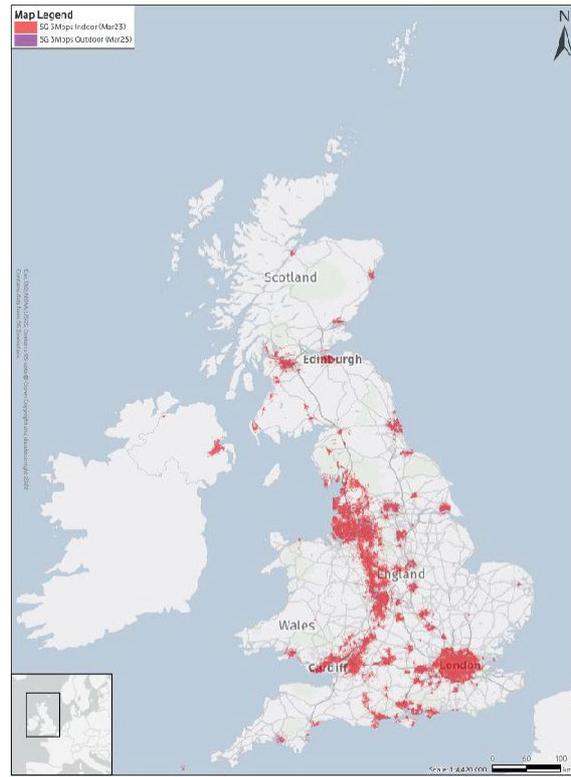


Figure 7 – 5G UK indoor/outdoor coverage at 3Mbps in March 2023

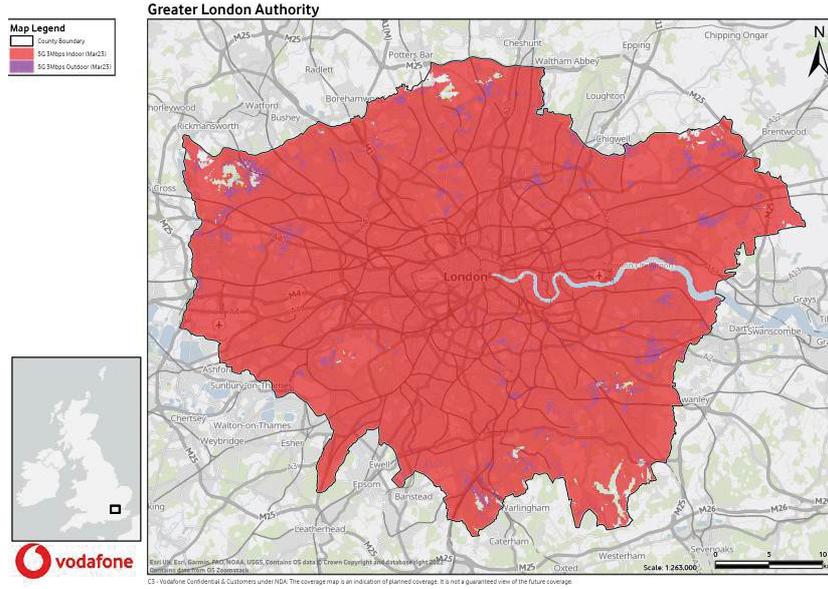


Figure 8 – 5G indoor/ outdoor coverage at 3Mbps in March 2023

The following map shows NB-IoT indoor coverage for the UK and Greater London in March 2023

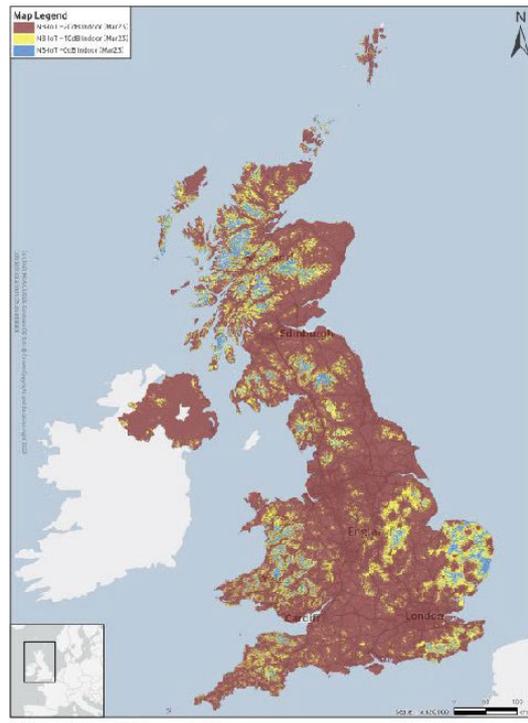


Figure 9 – Vodafone UK NB-IoT indoor coverage in March 2023

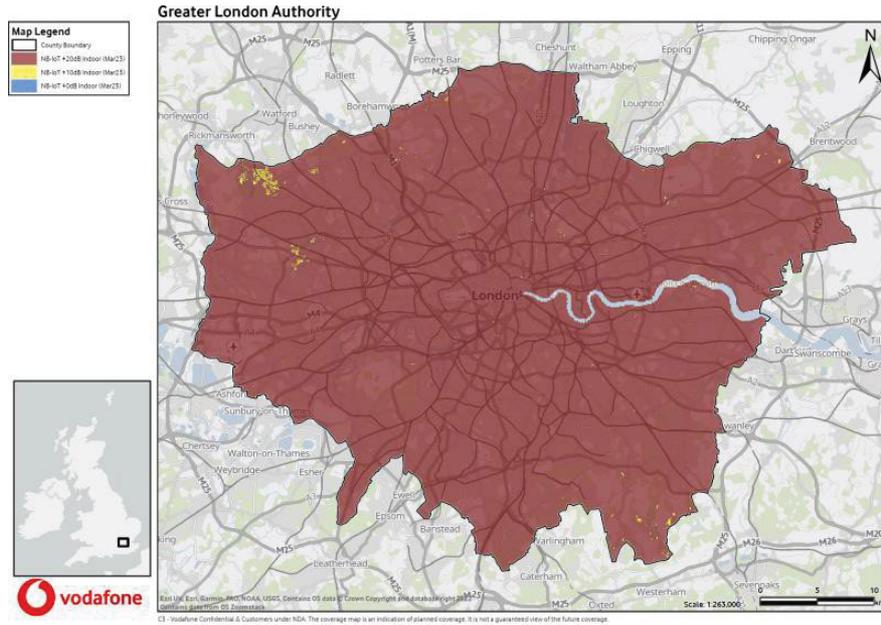


Figure 10 – Vodafone Greater London indoor NB-LoT coverage in March 2023

The following maps show NB-LoT outdoor coverage for the UK and Greater London in March 2023

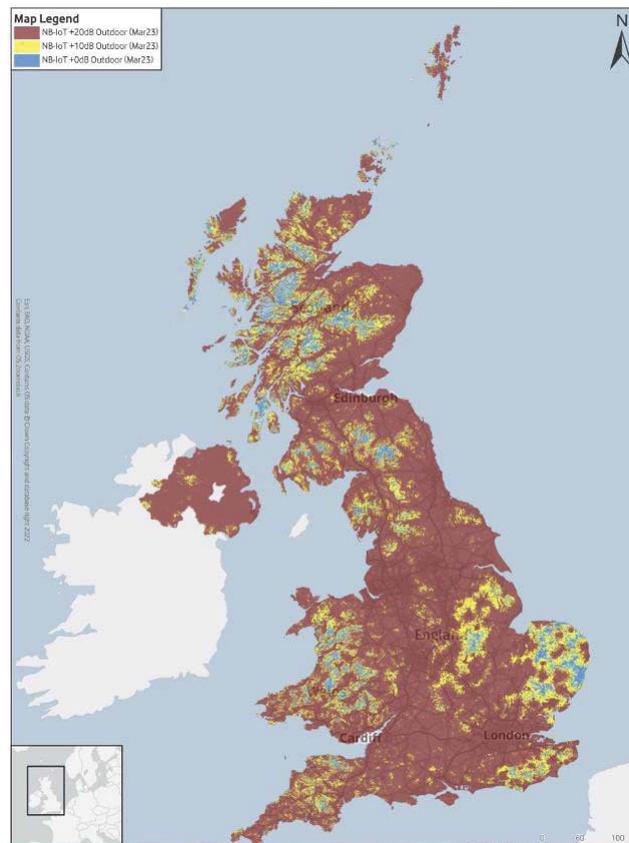


Figure 11 – Vodafone UK outdoor NB-LoT coverage in March 2023

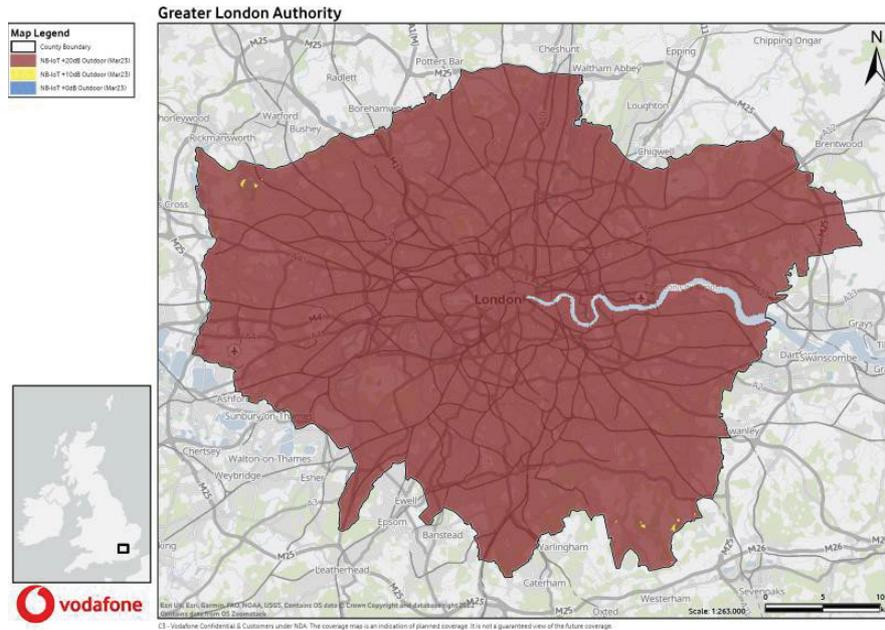


Figure 12 – Vodafone Greater London outdoor NB-IoT coverage in March 2023

The following explains the value-added capability that Vodafone would provide to TfL as part of the service.

Vodafone Network Performance and Reliability

For Vodafone to continue to provide a reliable service, in addition to coverage, two other aspects of Vodafone's network are paramount: capacity and resilience. Capacity ensures that the network can cater for and can cope with the demand of Vodafone's customers, while resilience ensures minimal disruption to customers, should the network face any issues.

Vodafone works closely with customers to understand their future needs and we consider this when building Vodafone's network capacity.

The Vodafone UK Mobile Network is monitored through dedicated Network Operations and Management Centres 24x7x365, to maintain elevated levels of availability and performance.

Vodafone obtains Network Key Performance Indicators (KPIs) covering both efficiency and effectiveness of data through several different and complementary sources. This data is used to continuously monitor, measure, manage and control Vodafone's network 24/7/365 to maximise capacity and performance, avoiding network congestion.

Network Operations | Safe in our hands

Converged Assurance Operations

- 24x7 Coverage across Core Network and Secure Customers
- > 20K network changes completed every year – 99% success rate
- Extensive automation deployed across monitoring, diagnostics, process and reporting
- > 40K fault tickets resolved per year of which
 - over 90% are raised pro-actively
 - 95% resolved within SLA
 - average fault duration reducing year on year
- We have our own Field Engineers who cover the whole of the UK for Mobile and Fixed services. They work in some of the most challenging conditions

Network Operations Centre

Our highly skilled assurance engineers ensure that the services offered on our network meet the service quality we have promised and that our customers expect.

Radio Access Network

25k RAN sites
359k RAN cells

1st line teams are more skilled

1st Line RAN/TX/CORE with 43% of tickets solved as FTF in October '22

1st line teams are supportive

1st Line RAN/TX/CORE with handling 4,5k+ calls on a monthly bases to support the field force, planned works and 3rd parties.

Network is upgraded

2nd line RAN upgrading 13k+ network elements on average every month. Operations providing Back Office Integration support to Network Deployment



We have a dedicated team of highly trained Technical Specialist monitoring and taking action to maintain services and resolve incidents quickly, for our customers.

Figure 13 – Vodafone Network Operations Assurance

Network Service and Security

Vodafone Network is accredited to Business Continuity Management ISO22301. This demonstrates that we have the processes and people in place to minimise the risk of disruptions.

Vodafone is committed to providing world-class security. We have developed an embedded security culture. Appropriate security controls are in place and operating effectively to deliver assurance in line with contractual agreements (such as ISO27001:2013).

International Roaming [MS-031]

With the largest global network of any UK operator, Vodafone delivers reliable, expansive, and cost-effective coverage across the world. Vodafone International Roaming allows users from TfL the ability to conduct their business whilst in the UK and internationally.

All TfL users will have the ability to use voice, SMS and Data whilst roaming abroad, subject to the tariff they are on and roaming barring (a TfL selected permission). Vodafone's extensive global coverage provides customers with a consistent and reliable service when travelling, as well as calling internationally from the UK. Vodafone has voice agreements with over 682 networks in more than 229 countries and territories worldwide.

Vodafone proposes that TfL administrators set the permissions for users to be opted-in to Public Sector Traveller for all voice and data international roaming where required.

The map below shows the tariff zones included in Public Sector Traveller, which is Vodafone's most competitive price for voice and data roaming.

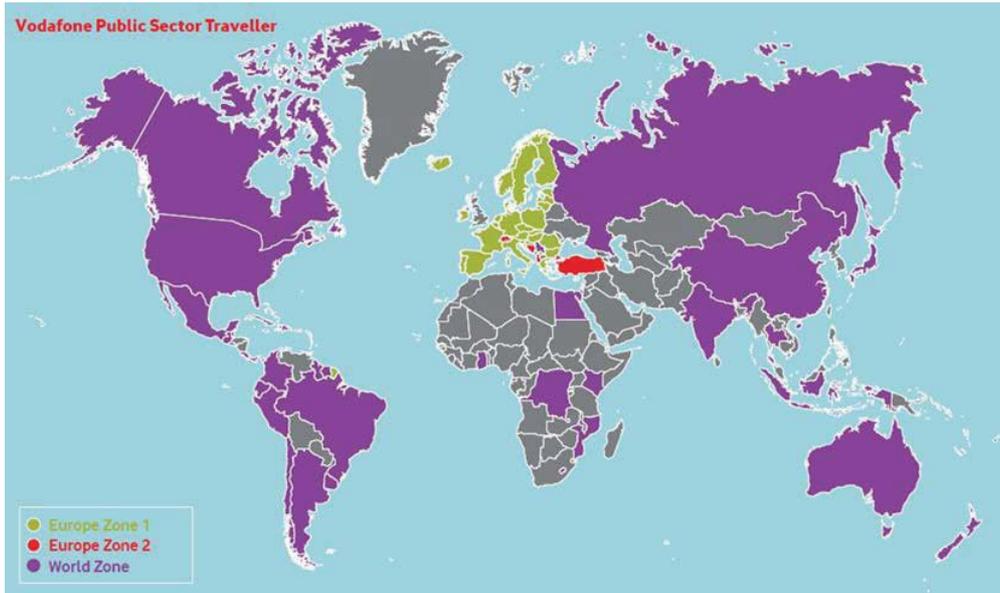


Figure 14 – Vodafone roaming coverage map

Supporting TfL with Innovation through Continuous Improvement of the Vodafone network and services

Vodafone is constantly innovating and evolving its network to enhance the customer experience and provide new cutting-edge services to support its customers and their digital strategies.

The following figure shows how Vodafone UK is spearheading the future of 5G in the UK.

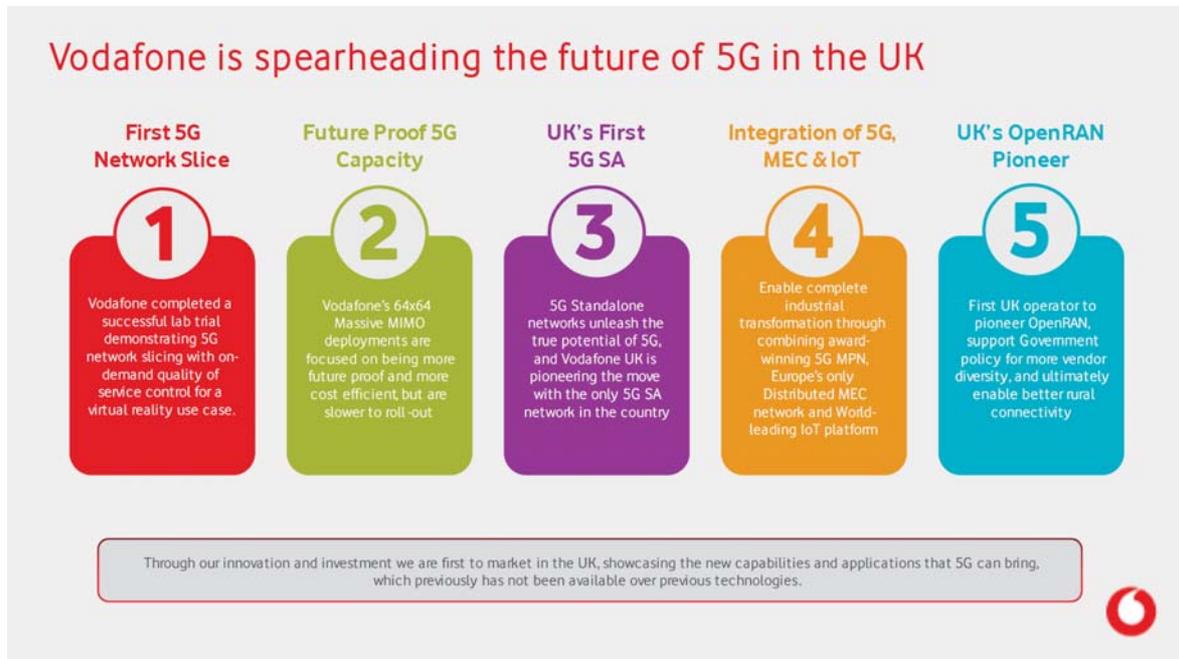


Figure 15 – Vodafone spearheading the future of 5G in the UK

The following figure shows the Vodafone UK Technology roadmap

VF UK Technology roadmap

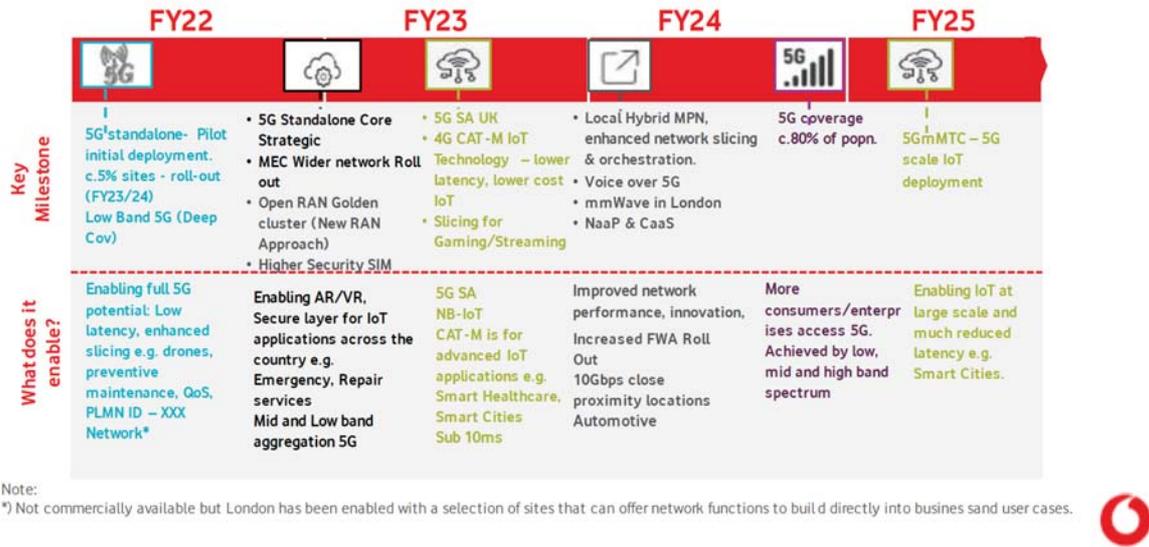


Figure 16 – Vodafone UK Technology roadmap

CAT-M (LTE-M)

CAT-M (LTE-M) inherits many of the great features of NB-IoT, trading battery life and distance for additional communication capabilities, such as lower latency, mobility and supporting voice communications. CAT-M is a great complementary bearer to Tfl’s M2M requirements as it supports a range of different use cases as depicted below:

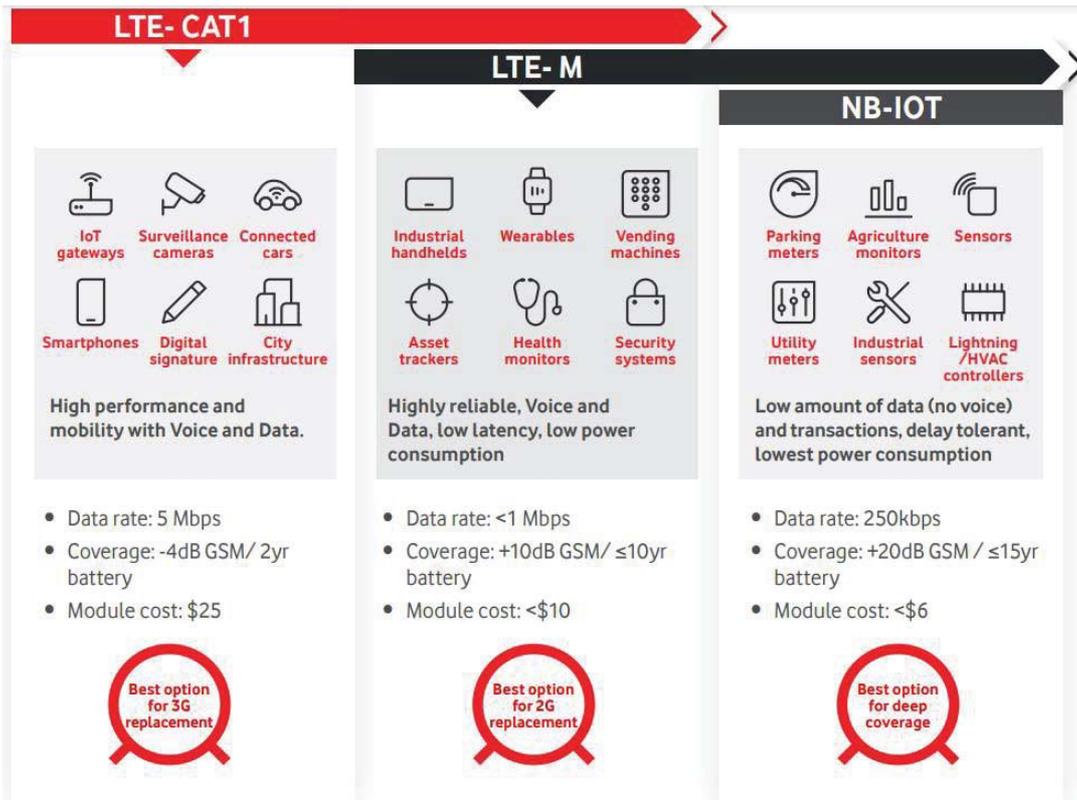


Figure 17 – CAT-M Capabilities

Continuous Network improvement and investment is key to enabling the technology roadmap. The following Table shows the March 2023 network indoor/outdoor coverage statistics for Vodafone 5G SA and CAT-M for the UK.

Technology and Coverage KPI	UK Area Coverage %	Population Coverage %
5G SA 3Mbps Indoor	5.63	22.70
5G SA 3Mbps Outdoor	6.11	35.85
CAT-M (-108dBm) Indoor	28.02	39.02
CAT-M (-108dBm) Outdoor	28.66	52.95

Table 3 – Vodafone UK 5G SA and CAT-M coverage

The following Table shows the March 2023 network indoor/outdoor coverage statistics for Vodafone 5G SA and CAT-M for Greater London.

Technology and Coverage KPI	UK Area Coverage %	Population Coverage %
5G SA 3Mbps Indoor	68.10	72.96
5G SA 3Mbps Outdoor	83.03	91.10
CAT-M (-108dBm) Indoor	78.03	88.49
CAT-M (-108dBm) Outdoor	95.70	96.34

Table 4 – Vodafone Greater London 5G SA and CAT-M coverage

The following maps show the Vodafone CAT-M and 5G SA coverage for the UK and Greater London

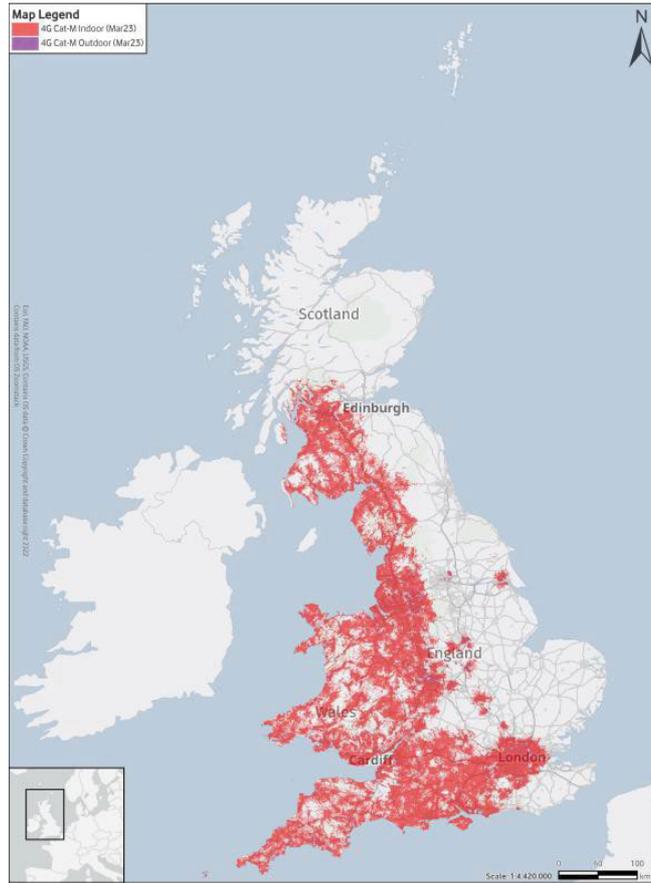


Figure 18 – Vodafone UK CAT-M coverage in March 2023

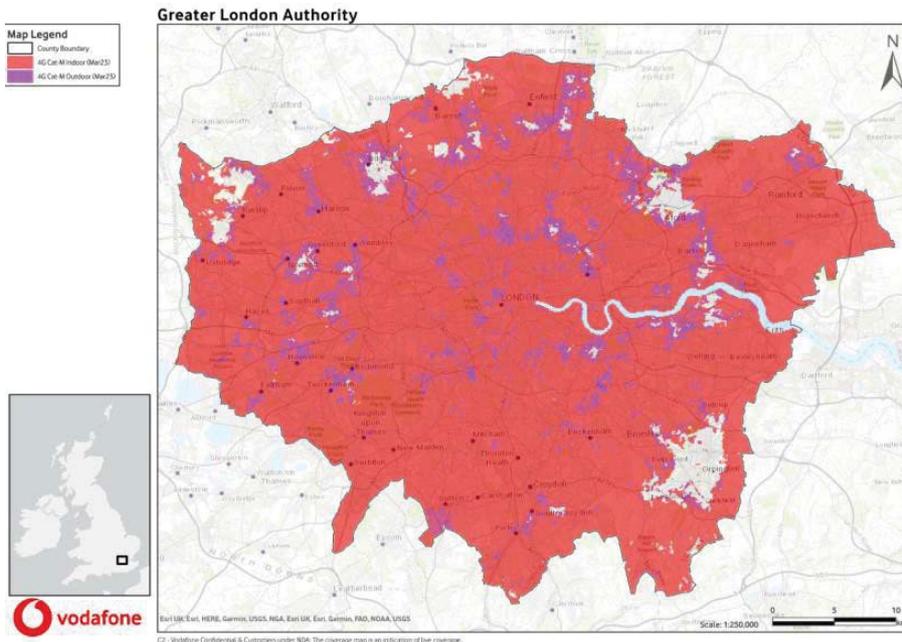


Figure 19 – Vodafone Greater London CAT-M coverage in March 2023

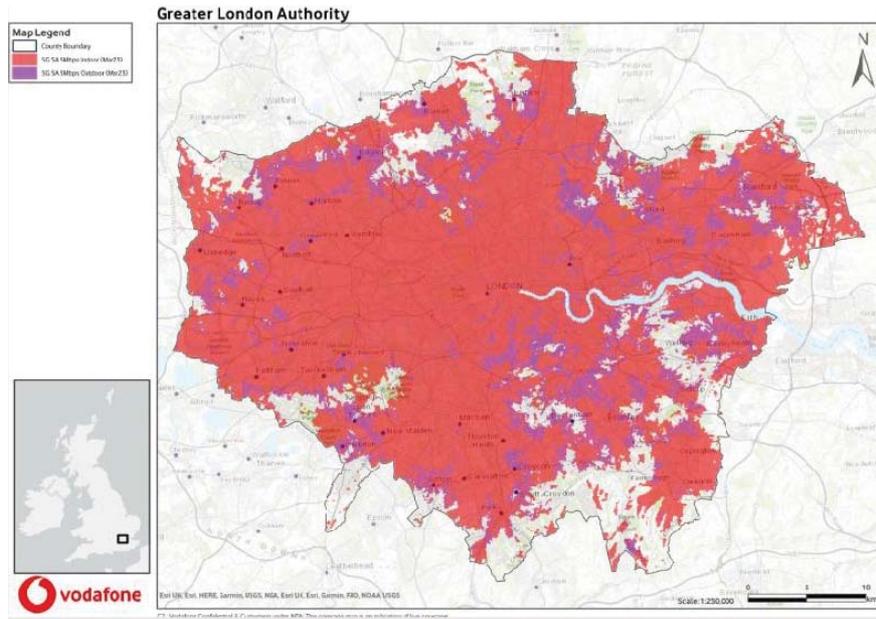


Figure 20 – Vodafone Greater London 5G SA coverage in March 2023

4.2 Coverage Uplift

Solutions for Coverage uplift and enhancements

If any of the TfL sites, office buildings or TfL's employees' home addresses have coverage issues, Vodafone will first check optimisation of the local serving sites to improve the situation. If this isn't feasible then Vodafone has an extensive portfolio of solutions available to resolve indoor mobile coverage issues. Vodafone's portfolio is made up of two solution types:

- Boost – Solutions which boost the existing external coverage into the required building.
- Create and Add – By connecting directly to the Vodafone mobile network, these solutions will create a signal within the building where there is no external coverage.

[a] Approach to Coverage Uplift Example (TfL Main Office – 40 Antenna Locations) [MS-032]

To address TfL's requirements for indoor coverage at a Main office location, Vodafone would propose 4G/5G capable Ericsson Dot solution. Given the high density of users over multiple floors, we suggest 40 Dots. This product offers the best flexibility and deployment time for this type of scenario.

A dedicated in-Building Solution, the Ericsson Radio DOT delivers high performance voice and data coverage to a broad range of enterprise buildings and venues, including underserved high growth, medium to large buildings and venues. Supports 5G 3-6GHZ and has the capability to be used for MPNs. It is a reliable, future-proof multi-operator indoor platform with leading 5G performance. With this solution, service providers will be more than prepared to provide the necessary capacity, coverage and reliability of current and future indoor ecosystems.

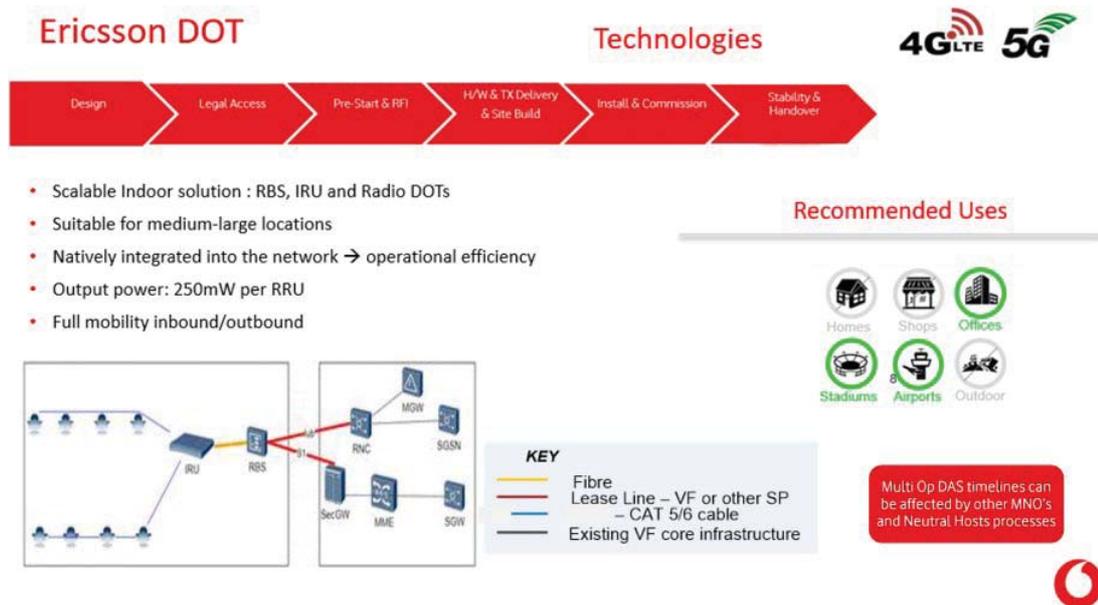


Figure 21 – Vodafone Coverage Solution for a TfL Main office

The following process will be carried out to ensure we would provide optimal coverage to a TfL location.

- **Evaluation survey, report and solution proposal** – The first step in the delivery process. A full and detailed coverage survey is undertaken, taking accurate measurements of existing Vodafone coverage throughout the area in scope. Coverage results are processed into an evaluation report, which provides a detailed assessment of the existing coverage at the site, and any areas of poor coverage. Should enhancement be required, a recommendation can then be made as to the coverage solution which best fits the building. The recommendation considers various elements, including the scope of area to be covered, user density, type of environment (e.g., office, garage, loading bay) as well as the geographical location and proximity to other macro sites, etc. An indicative cost can also be determined for budgetary purposes.
- **Delivery Design** – The selected Vodafone delivery partner will complete an on-site design and non-intrusive survey, from which they will produce a detailed design. The design report will cover all aspects of the proposed installation, including the location of the main equipment, backhaul transmission and associated enclosures, cable routes along with any containment required, remote antenna locations and fixing methods, electrical supply details and a bill of materials for both the active elements (vendor radio) and the passive elements (cabling, antennas etc). It also contains 'RF modelling' which illustrates the predicted coverage that will be seen once the solution is live. The completed design is checked by the regional Radio Coverage Engineer and once approved, actual costs for the solution are finalised.
- **Acquisition** – Once the solution design and actual costs are approved by TfL the legal access phase is completed by Vodafone's acquisition partner. This will confirm the terms and conditions of the installation to TfL and once signed by both parties, provides Vodafone with authorisation to install equipment at TfL premises.
- **HW order** – Upon receipt of TfL purchase order, the hardware and transmission backhaul can be ordered.
- **Installation** – Once the required hardware is available, installation dates can be agreed. Full details of the installation will be agreed with TfL before any work commences. A Construction Phase Plan will be created, along with the Risk Assessment and Method Statement (RAMS) which are reviewed and approved by the customer.

- **Commission & Integration** – When the installation is completed and the Transmission Backhaul circuit has been installed and handed over, the in-building solution can be commissioned and integrated by the active equipment vendor. Once completed the scheme will be live and ready to take traffic.
- **Live** – after 'site Live' there is a short period of optimisation of up to two weeks during which the performance stats are assessed by the Vodafone Optimisation team and parameters fine-tuned if necessary. Following this a final visit takes place by the delivery partner to complete Post Integration Testing (PIT). A walk test is completed, like that in the Evaluation stage, where detailed coverage measurements are taken and compiled into a 'PIT' report. This report is again assessed by the Radio Planner to check that the solution is providing the coverage 'as designed', and that no performance or technical issues exist.
- **NOC Support and live monitoring 24/7/365** – The final step is to hand the site over to the Network Operations Centre for round the clock monitoring and proactive maintenance who can arrange a callout should performance issues be identified. The 'site' will be managed 24/7/365, and any issues will be tended to by the on-call maintenance engineers.

This tried and tested approach has been used with great success for many years and has allowed us to provide first class in-building coverage solutions for many of Vodafone's customers including a large distribution organisation, multi-national technology corporation, national broadcaster and literally hundreds more besides.

[b] Coverage Expansion (Bus/Garage – 4 Locations) [MS-032]

To address the TfL requirements for coverage expansion at four Bus/Garage locations, Vodafone proposes a 4G/5G capable Ericsson Radio System (ERS) based on a large warehouse environment for each. With options of antenna types depending on the type of environment where coverage is required.

There is an option of a Multiple operator system which is usually dependent on whether it's a service delivered for citizens or Vodafone users specifically. The antenna design can be chosen to suit the right environmental and manage cost. The following figure shows the ERS solution.

Distributed Antenna Systems (DAS)

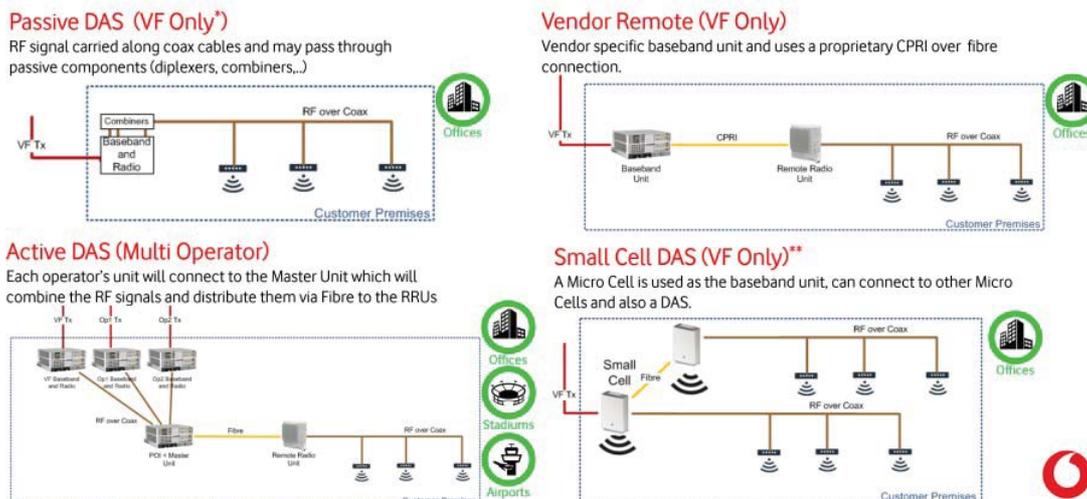


Figure 22 – Vodafone Coverage Solution for TfL Bus/Garage location

The following process would be carried out to ensure we provide optimal coverage to a TfL location.

- **Evaluation survey, report, and solution proposal** – As Above
- **Delivery Design** – As above

- **Acquisition** – As above
- **HW order** – As above
- **Installation** – As above
- **Commission & Integration** – As above
- **Live** – As above
- **NOC Support and live monitoring 24/7/365** – As above.

This tried and tested approach has been used successfully for many years and has allowed us to provide first class in-building coverage solutions for many customers including a large distribution organisation, multi-national technology corporation, and a national broadcaster.

The following are the indicative costs of cell enhancer solutions subject to survey:

- Small Pico cell enhancer solution is approximately [REDACTED]
- Med cell enhancer solution is approximately [REDACTED]
- Large capacity cell enhancer solution is approximately [REDACTED].

More complex, bespoke solutions have an indicative cost of between [REDACTED]

The following figure shows the options available for uplift and enhancement solutions that can be used to address any coverage gaps.

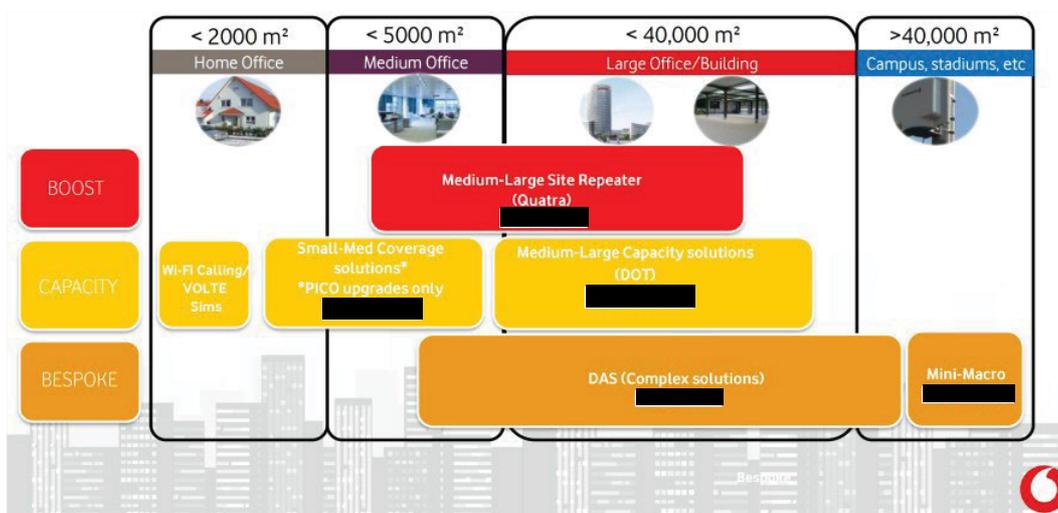


Figure 23 – Vodafone coverage uplift and enhancement solutions

Timescales for delivery would be determined once the formal survey and design phases have been completed. They will also depend on the transmission availability into the location and if wayleaves (etc.) are required.

Innovation Option – Coverage in Lifts

For lift coverage and areas of difficulty high density objects, Vodafone can perform a bespoke analysis and evaluation using the following steps:

- Selecting the most optimal solution – in the case of a lift the standard evaluation and coverage assessment will be done to confirm if there is any coverage present, to consider this in the configuration at the build and deploy stage.

- Develop a solution that fits the scope, and work with the lift operator on design and access. Once complete, a bespoke build can be deployed. Vodafone has deployed solutions like this to ensure seamless service from the public network into customer premises.

Additional coverage solution options that Vodafone can provide to TfL for complete mobile communications

Vodafone Smart Hub for Rapid site deployment

Vodafone's Smart hub is a family of enterprise grade products, including a rapid site deployment option, which uses high gain antenna to obtain a mobile signal and provide a WIFI connectivity wherever TfL might need it.

Vodafone can provide solutions for:

- Offices with the rapid deployment hub
- Vehicles with the Connected Vehicle hub
- Remote/temporary locations with the Portable Outdoor hub.

While some Smart hub solutions are plug and play, we offer engineering services to professionally design, optimise and install to suit challenging locations and/or demanding requirements. For these more complex needs, multiple hubs can form a mesh network, both for the Wi-Fi but also load sharing of their cellular access bearer. There is also a range of enhancements from 5km extender bridges, 1km Wi-Fi sectors, and up to +20dB gain directional antenna.

The following figures show the Smart hub solutions



Rapid Deployment

Get complete control of connectivity at new sites, with a Smart Hub delivered to you at speed.

- High-gain antennae to attain the best possible signal and speed
- Additional external mounted high-gain antennae can also be installed to further improve the signal
- Set up and ready to connect within minutes of installation
- Reliable connection with strong signal and high levels of coverage
- Easily install yourself or by a professional for more complex situations
- Short- and long-term agreements from 30 days to 24 months

Perfect for:

- Construction sites
- Temporary offices or new offices
- Retail and pop-up stores
- Hospitality, events and exhibitions

The image shows a silver Vodafone Smart Hub device with multiple external antennas. The background is red with a white Vodafone logo in the bottom right corner.

Figure 24 – Vodafone office rapid deployment solution

Connected Vehicle

Get complete control of connectivity on the move, with a Smart Hub that turns your vehicle into a Wi-Fi hotspot.

- **In-vehicle solution** powered from the ignition or optional battery unit
- **Roof mounted antenna** boosts Wi-Fi signal up to 100m radius
- **Allow your workforce** to send, receive and access critical information on the go
- **Provide customer Wi-Fi** with branded landing pages
- **Quick setup time** and ready to go out of the box
- **Connect teams and devices** with data allowances up to 1TB
- **Gain insights** with real-time GPS location analytics
- **Short- and long-term agreements** from 30 days to 24 months

Perfect for:

- Emergency services
- Utility field force
- Leisure vehicles (such as boats and barges)
- Public sector fleet
- Fleet management
- Financial services vehicles (such as mobile banks)
- Public and private transport

* IP64 rated ruggedised unit, protected from total dust ingress and water spray from any direction.

Figure 25 – Vodafone Smart Hub for vehicle WiFi

Portable Outdoor

Get complete control of connectivity in remote locations, with a Smart Hub that's ready to go whenever you need it.

- **A durable unit that's portable, water-resistant*** and robust
- **Battery powered** for up to 5 days for remote sites
- **Chargeable** by mains or 12V
- **Includes pole-mounted high-gain antenna** which boosts Wi-Fi signal up to 100m radius
- **Easy to deploy** in almost any location
- **Built to last** in extreme conditions

Perfect for:

- Media and outdoor broadcast
- Emergency services
- Remote construction sites
- Remote utilities
- Remote hospitality or events

* IP64 rated ruggedised unit, protected from total dust ingress and water spray from any direction.

Figure 26 – Vodafone Portable Smart Hub for outdoor use

Vodafone Smart Hubs cost between [REDACTED] and can usually be delivered within 10 working days.

Supporting TfL with future innovation through the continuous improvement of In Building Solutions using Small Cell technology and MPNs.

Cloud RAN 4G

Cloud RAN (4G & 5G) will help support connection over existing broadband lines producing a 4G or 5G layer of coverage, allowing access to the mobile network (due in July '23)

5G Home Network MPN

Evolving Fixed Wireless Access – Vodafone unveiled a prototype 5G network built on a credit card sized Raspberry Pi personal computer and an equally small, advanced silicon chipset. This concept will enable small businesses and households to extend 5G coverage and increase capacity according to their needs and to have their very own, affordable, and portable private 5G mobile network.

Ofcom Regulation Update – Using a repeater to improve TfL’s indoor mobile phone signal

Ofcom has updated its support to ensure indoor coverage is more readily available to home and offices (indoor coverage) as operators can only implement for its own licenced frequencies.

In May 2022, Ofcom extended the range of static indoor repeaters available for people to buy and install themselves without a licence. Previously, repeaters that boosted the signal of one mobile phone network at a time were allowed.

Ofcom allows repeaters that boost the signal of more than one mobile operator at a time, provided they meet their technical requirements. Repeaters that do not meet those requirements remain illegal.

Vodafone can supply the Cel-Fi Quatra which is supported by the Ofcom regulation which could benefit TfL in several of TfL’s locations.

4.3 Coverage Locations

[a] Statement on Current Coverage [MS-032]

Attachment 2 to Annex 1 provides an overview of coverage at each of the locations in Appendix 1 to Schedule 2A, specifically 2G, 3G, 4G and 5G coverage. As can be seen, Vodafone has good and useable 2G, 3G and 4G coverage at all locations apart from one post code – EN4 0EJ where it has outdoor coverage across all technologies but only 3G indoor coverage.

Most of the locations also have good and useable indoor and outdoor coverage, and the attached spreadsheet highlights those locations that don’t. Vodafone is currently carrying out widespread 5G rollout throughout the UK which will therefore support improved coverage at the locations highlighted with no 5G. 95% of Vodafone’s early 5G roll out is a higher band 5G which supports outdoor coverage more successfully but as Vodafone progresses its lower band 5G roll out, along with 3G switch off in the next year, re-farming Vodafone’s spectrum which will match any areas where 3G is present and 4G is not and additionally lift indoor 5G coverage.

[b] Recommendation on whether uplift is required

In terms of EN4 OEJ, Vodafone would take a few approaches to uplift;

- Understanding the user’s requirements on the site
- Vodafone would then evaluate the macro layer in Vodafone’s network to establish whether any optimisation could take place to improve coverage free of charge to improve the 4G of the location.
- Establish if any future work or changes would influence any change in service or introduction of new services and technologies in the macro network for 4G or 5G – if this is the case a proposed timeline can be provided – uplift will depend on the delivery time and if a tactical solution could be recommended, this could include repeater, smart hub or Agnostic 4G Cell (Cloud RAN) until the external macro work is deployed (in some situations this can be brought forward which will be considered)
- Determine if the service being primarily used is voice – recommendation of Wi-Fi-Calling if there is a suitable WIFI network available – uplift not required

- If this did not improve coverage significantly with 4G (especially indoor) or if 5G is required, a survey at the property can be conducted to establish what Coverage Solution would support the location best. A full and detailed coverage survey is undertaken, taking measurements of the existing Vodafone coverage throughout the entire area in scope.

The coverage results are processed into an evaluation report, which provides a detailed assessment of the existing coverage at the site, and any areas of poor coverage. Should enhancement be required, a recommendation can then be made as to the coverage solution which best fits the location. The recommendation considers various elements, including the scope of area to be covered, user density, type of environment (e.g. office, garage, loading bay, etc) as well as the geographical location and proximity to other macro sites. etc.

An indicative cost can also be determined for budgetary purposes. Once the solution is agreed, this then is delivered to improve coverage at the location.

How Vodafone can support TfL through Continuous Improvement and investment in the network

Over the last five years Vodafone has invested around £4.5 billion in Vodafone's network and services across the UK, providing increased coverage and capacity, indoors and out. Vodafone has a continuous improvement programme of modernisation, delivering state-of-the-art equipment to over 18,500 cell-sites for greater coverage. As of March 2023, 97% of Vodafone's sites have been successfully upgraded and are transmitting 2G/3G/4G with an increasing number with 5G services.

Vodafone invested £378 million in the 5G spectrum (3.4GHz); the highest amount of any UK operator. For all the ways in which we are already transforming business in the UK please visit Vodafone's 5G website at <https://www.vodafone.co.uk/business/5g-for-business>.

5. SUPPORT

5.1 Account Management

Approach to account management [MS-035, MS-036, MS-037, MS-038]

Vodafone's support model draws from the expertise and experience in its existing teams, minimising any risk of change. Vodafone's approach to account management is to utilise a combined model used in many of Vodafone's key customers today. This will see TfL, benefitting from aligned resource for key roles where Vodafone's proactive service delivers clear value, and a cost considerate approach. Taking overall ownership will be Vodafone's dedicated Account Manager, acting as TfL's primary contact.

TfL's Account Manager will attend monthly account management, service reviews and governance meetings with TfL to ensure that a strong relationship is maintained [MS-037]. Supported by a Service Manager and dedicated offsite Support, they will work in partnership with TfL to meet the requirements [MS-036]. This will be achieved by:

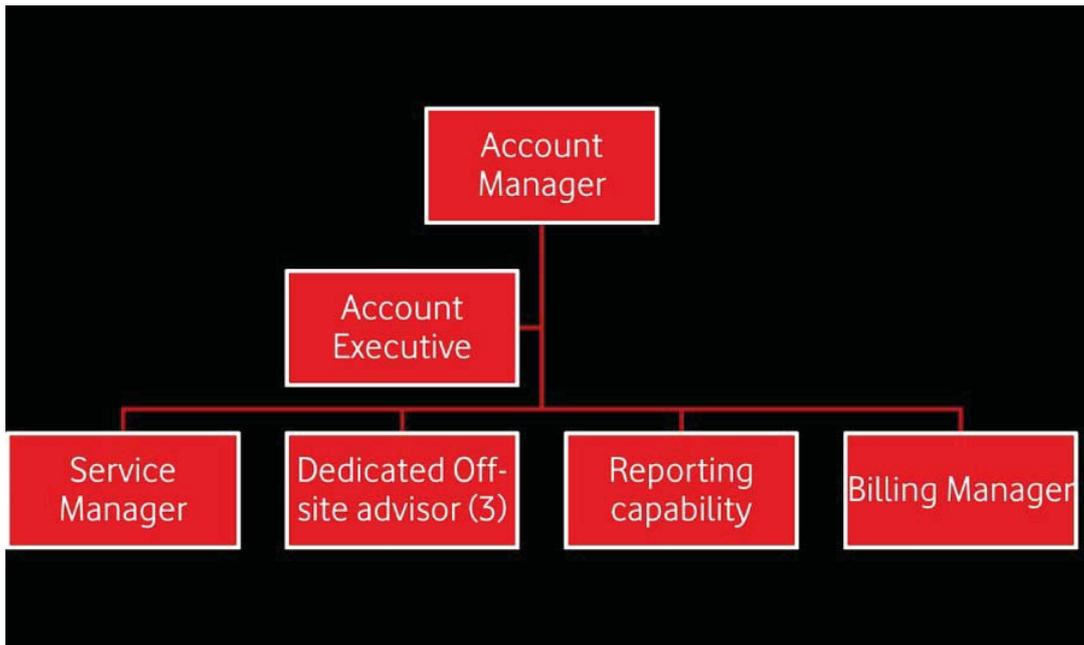
- Relationship, contract and commercial performance management via monthly account management meetings
- Service Performance monthly service review meetings
- Proactive cost management and value for money using joint cost strategy reviews
- Alignment of the Services and technology to TfL's strategy through workshops with Vodafone's technology experts
- Investigating service performance, usage, or billing queries via the support team
- Receiving and overseeing the delivery of orders raised
- Addressing any performance issues or complaints
- Proactive continual service improvement reported at review meetings [MS-036]
- Innovation Performance by holding (as a minimum) quarterly Innovation Experience Days with key TfL stakeholders.

These aligned roles:

Role	Responsibility
Account Manager	Dedicated to TfL with overall responsibility for the relationship.
Service Manager	The service level management of the Services. Monthly performance reporting and review meetings. Continual service improvement.
Dedicated offsite advisor x 3 – Support Desk	Point of contact (8am to 6pm Monday to Friday), providing support on orders, incidents, invoicing, usage and cost management reporting and all aspects of TfL's service. Increased from ISIT to support SLA reporting and measurement of operational activity.

Vodafone's approach is that the same account management team will engage with the other GLA entities for their separate service reviews (currently LLDC with 300 CTNs and GLA with 1,200 CTNs). Vodafone is experienced in delivering and managing secure hierarchical services across multiple organisations under a single unified structure whilst meeting the many individual needs.

This organisation chart shows how these resources are supported by other aligned TfL resource and Vodafone's shared services:



Dedicated Off-site Advisors

Vodafone's offsite advisor offering provides a bespoke service model designed in conjunction with TfL, tailored to TfL's requirements, and strategic priorities.

The level of resource required is calculated based on the activities and workflows you want and need TfL's dedicated offsite advisors to undertake. Based on TfL's tender requirements, and the maximum volume of connections (circa 30k CTNs), Vodafone estimates that TfL will require three advisors.

They will be UK-based and wholly dedicated to TfL. Their job is to get to know all about TfL; how TfL operates, how TfL wants us to work together and deliver accordingly.

A dedicated cover team is available to ensure business continuity and customer service experience are maintained during any planned/ unplanned absence.

TfL's advisors will provide reporting and monitoring options available to support, understand usage and mitigate cost.

Supporting multiple units/cost centres

Vodafone's easy-to-use self-service portals enables cost centre details to be captured for reporting and analysis. TfL's dedicated offsite advisors will support in the creation of reports that provide value and insight into the usage of the Services.

Vodafone will support dividing the user base within the account to reflect the needs of different units/cost centres within TfL and/or the potential provision of services to other bodies related to TfL or the Greater London Authority. There is a dependency on TfL to provide this information and maintain its accuracy throughout the contract. This will include provision of:

- (a) Separate access to the Account Manager or a nominated member of the account management team – facilitated by adopting a separate account structure
- (b) Separate access to the Customer Portal, configured to reflect the relevant subset of users – facilitated by partitioned views
- (c) Tailored reporting for the relevant subset of users and services consumed – reporting is produced at account level which will be defined to match the relevant subsets
- (d) Separate billing – each entity will be a separate billing account ensuring separate invoices [MS-038]

Vodafone proposes multiple billing accounts with up to four allocation codes on each number which can capture free text up to 10 characters. Allocation codes flow through to the reporting to provide the level of granularity needed.

There are several ways in which we can identify units and costs centres, for example using a location or a specific group of employees, and we would work in collaboration with TfL during transition to agree an approach that meets TfL's requirements. For example, Vodafone recognises the specific level of engagement required with TfL's Enforcement team.

5.2 Cost Management

Approach to supporting TfL with proactive cost management [MS-039]

Vodafone's dedicated off-site advisors will take a proactive role assisting TfL with optimising the Services to minimise costs.

There is no exhaustive list of activities that TfL's dedicated offsite advisors will carry out. The following are typical and, together, ensure TfL's estate operates as efficiently as possible, and cost is always managed carefully:

1. **Analytics & Reporting** – Including highlighting high usage & spend, tracking and mitigating zero usage, monitoring data consumption, International and roaming, order details, account base reporting, third party charges,
2. **In-month data monitoring** – Mid-month checks on data consumption to ensure outliers are flagged and OOB charges are mitigated
3. **Billing support** – In conjunction with TfL's finance team and Vodafone collector to ensure that invoices are accurate and able to be paid, without causing aged debt issues.
4. **VCO© support** – Ensuring the portal is relevant to how you want to utilise it & organising/ supporting training activity where required
5. **Cost-saving activity** – Looking for opportunities within invoices and observations to reduce expenditure
6. **Regular governance meetings** – Reviewing monthly reporting and reviewing account performance/ experience
7. **Attendance on Monthly Service Reviews** – Supporting from a Customer Service experience
8. **User account maintenance** – New connections/ user changes/ cost centre changes/ SIM swaps/ suspensions/ disconnections
9. **Order processing** – Ordering/ upgrading/ in warranty swap-outs
10. **Managing network fault raising procedure** – Ensuring a streamlined experience where needed

Vodafone is fully compliant with MS-039 and will meet the requirements as follows.

(a) transparent reporting – TfL's account administrator/authorised users will be the only people able to add, remove and/or make changes to the usage limit for each connection.

(b & c) provision of bill and cost breakdown analysis.

(d) identification of 'high roller' and dormant users/services – Data Sharer users can also be set to receive data threshold notifications.

(e) anticipation and avoidance of 'unexpected dramatic increases in bills which may be caused by a change in usage made without understanding the impact – Data thresholds that can be set and removed across users at any time to provide text warnings when users are approaching monthly limits.

(f) provision of usage alerts (e.g. text warnings sent to users when a threshold is approached and then breached) – Setting and managing monthly usage limits to control out-of-plan charges on a per user basis

(g) tariff reviews and optimisation of tariffs; – We provide the flexibility of adding and removing additional data bolt-ons. So, if TfL expects consumption across its estate to increase, or if TfL's advisor sees that consumption is trending to break thresholds, then an additional data bundle can be

added to accommodate this. Then, when the consumption drops down again, this bundle can be removed.

(h) management of subscriber permissions. Data caps can be set and removed across users at any time. The data usage cap will result in the user being warned as their limit is approaching and then barred once their UK Data allowance has been fully consumed.

(i) ability to enable or disable and limit:

- international calling
- roaming
- premium services

on a per user basis either via TfL's dedicated offsite advisors or TfL's customer online portal Vodafone Corporate Online (VCO). Usually, Vodafone's public sector customers prefer all users to be barred from making international calls and from roaming abroad then for this functionality to be enabled in line with their mobile usage policy.

(j) **Spend Manager** – part of Vodafone's mobile tariff and allows you to set and manage a monthly usage limit to control out of bundle charges on each connection and avoid unnecessary bill shock. This limit applies to charges and services (for example premium rate calls, messaging, data usage, picture messages, app purchases and roaming in certain countries) that aren't included in the tariff bundle.

(k) **Public Sector Traveller** offers the capability to control cost while TfL's users are working abroad. For the majority international destinations, this simple daily fee () allows a TfL user to roam with their tariffs across the world as if they would in the UK.

Vodafone's governance overlay will help TfL manage costs in line with TfL's strategy and budgets. This reporting can either feed into the monthly service management reviews led by the Supplier Service Manager or take place as a separate review depending on TfL's preference. Monthly reviews are typically over the telephone with face-to-face meetings where required.

An example of how data consumption will be monitored is with mid-month temperature checks. Vodafone will work with TfL to agree the controls that are required, such as thresholds and caps, which can be managed by dedicated offsite advisors and directly by TfL in Vodafone's Vodafone Corporate Online (VCO) portal.

Vodafone's advisors manipulate the relevant information on TfL's service to provide the intelligence and insight on the TfL service in one comprehensive monthly pack that is discussed together with recommendations for future cost efficiencies. Outlined below is an overview of the information which is available for inclusion in reports.

- Account structure
- Usage reports
- Management summary reports
- Trends/patterns
- High user reports.

Added value

The experience and expertise in Vodafone's dedicated advisor team will enable management reporting. Reports can be tailored to TfL requirements. They can be amended and enhanced as the service develops to provide TfL with the data and insight to ensure that Vodafone is working within TfL's budgets and realising costs savings where possible. For example, early visibility of trends and increased usage allows for early action to be taken avoiding bill shock.

Continuous improvement

As Vodafone's usage and user-based reporting is tailored to TfL's requirements, should enhancements or additional information be required, this can be added into TfL's reporting. This ensures that not only are TfL's initial requirements met but Vodafone will continue to work with TfL to future proof requirements and align to TfL's business outcomes.

5.3 Customer Portal

Vodafone Customer Portal [MS-040, MS-041]

Vodafone's self-service portal is called Vodafone Corporate Online (VCO). It is a simple to use, secure, online service that puts TfL in control of its entire mobile estate. It is the fastest and easiest way to place orders, make basic amendments to connections and review the account estate and usage separately. VCO also enables self-serve tasks that TfL would normally call or e-mail the customer service team for. TfL's approved users can order new devices and accessories, manage SIMs and connections, track orders, monitor usage and much more.

It is important that VCO is a relevant and support tool. Therefore, TfL's Vodafone dedicated Offsite advisors will work with TfL to understand how TfL would like to use VCO, providing support and expertise. There is no additional cost for the delivery of this service and training will be provided free of charge to ensure TfL staff, and staff from associated GLA organisations, can use it most effectively.

Vodafone will provide Vodafone's VCO portal to nominated TfL authorised users to access account details. The 'My Account' functionality is for TfL administrator (often called a super-user) to set levels of VCO portal access, controlled by the specific role that a VCO user is assigned. As an example, a TfL VCO user can be given permissions to amend existing connections but be restricted from ordering new ones. This functionality is useful for enabling delegated, but restricted, authority to a chosen outsource supplier or contract staff. It will be important for GLA and LLDC portal administrators as they will only have access to their user connections and no others.

VCO has powerful reporting functionality. TfL's administrators can set-up and receive standard pre-defined reports, or a tailored report portfolio that meets specific requirements fully. Reports can also be automated, or easily generated ad-hoc to enable simplified analysis of data. The reports generated chart TfL usage and expenditure at different levels and help to identify trends, as well as enabling more effective, real-time management of TfL's mobile account. Every time a TfL administrator logs-in to the VCO portal, they will be presented with a dashboard that charts the up-to-date usage activity of the users they are responsible for.

For more information, please visit <https://www.vcol.co.uk/home/about-vco.vco>

VCO is the quickest way to manage your Vodafone Business account online. You can order new devices and accessories, manage SIMs and connections, track orders, monitor usage and much more.

Key features

- Easy ordering online
- SIM management
- User self set up
- Administration
- Preferences
- Billing
- Tech Fund admin
- Transfers
- Device guides
- Network Status
- Price lists
- Companion app

VCO Facilities Offered

VCO offers a complete self-management package, containing five main functional areas supported by a popular Web Chat help facility that can also be used to raise incidents and queries with TfL's customer support team:

- Ordering
 - New Connections
 - Device only ordering (hardware)
 - Upgrades
 - SIM connection
 - SIM swap
 - SIM disconnection
 - eSIM ordering and management
 - Blank SIM ordering
 - Order from price lists
 - Accessories
 - Saved Order Templates
 - 1 or 2 stage order approvals
 - Order tracking and history reporting
 - Bulk requests (26+)
 - Port in over existing connection
 - Insurance checker
 - Tablet Store

- SIM Activity
 - Connect a SIM (up to 25)
 - SIM Swap
 - Disconnections (up to 25 at a time)
- User Set Up
 - Delete users
 - Reset users
 - Check users login activity
 - Multiple user access levels
- Administration
 - Edit connections
 - Voicemail PIN reset
 - User Name changes
 - Cost code/allocation code changes
 - Change price plan/SOCs (e.g. Spend Manager, Public Sector Traveller)
 - Enable/Disable bars
 - PAC Request
 - eSIM admin
 - BEN to BEN moves (sub-account management)
 - Content Control
 - Suspend/Restore connection
 - Disconnection a number
 - Check airtime billing account (BAN/BEN)
 - Check last device purchased
 - Check PUK code
 - Check which mobile number a SIM card is connected to
 - Request Network Unlock Codes
 - Price plan and Option alerts
 - Phone summary
 - Multi corp access
 - Price plan add on – expiry tool
- VCO Preferences
 - Set activation dates
 - Set mandatory delivery addresses, cost/allocation codes
 - Prevent changes to equipment invoice address
 - Fixed dial SIM number lists
 - Mandate use of order templates
 - Default delivery method

- IOT self service
- Default tech fund amount to be taken on orders
- Mandate ordering with a short dial (if available on Tfl's account)
- Remove steps from order journey
- Select price plans, SOCs and devices relevant to Tfl's account
- Online Billing
 - Download Invoices
 - Download reports
 - Check unbilled usage
 - Equipment invoice
 - Credit notes
- Reporting
 - Comprehensive range of pre-built and customisable reports – described in more detail in Vodafone's response to 5.5.
- Other (Help and Support)
 - Share transition documents
 - View device guides
 - Network Status Checker
 - View price lists
 - Secure file exchange
 - Notifications
 - Video library – training
 - Book training online
 - FAQs library
 - FAQ search
 - Preferences engine
 - Homepage search
 - eReader compatible

Added Value

The VCO companion app

The VCO companion app helps Tfl's portal administrators to manage Tfl accounts on the go from their mobile phone. A handy complement to the VCO desktop application, the app puts the most popular VCO features at an administrator's fingertips.

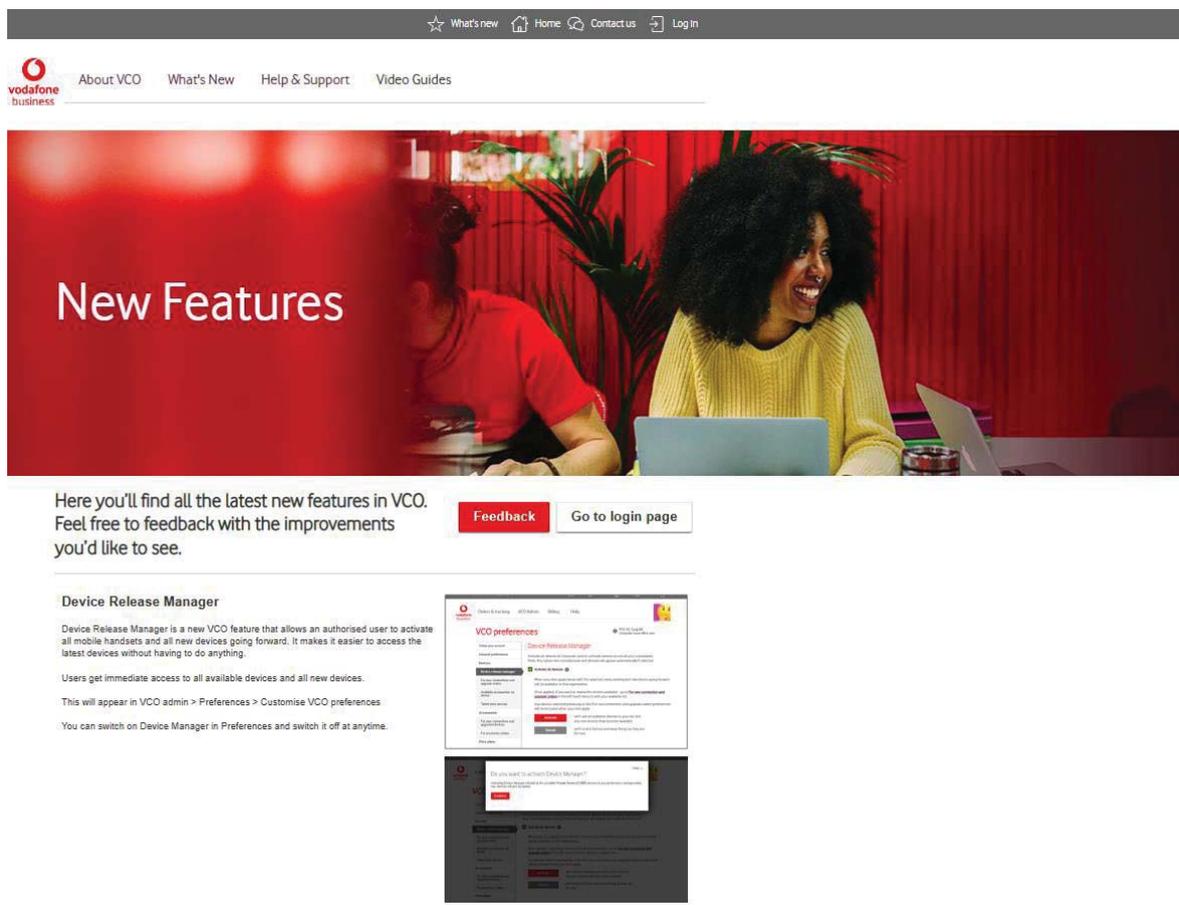
With VCO app features, and just a few quick taps, a portal user can:

- Edit users
- Edit connections
- Edit price plans/SOCs
- Suspend/Restore and disconnect users

- New connections
- Track current orders
- Access help and support
- Check network coverage
- View the logged-in status of people on TfL's network
- Use app to unlock account.

The free VCO companion app is available from the App Store (apple.com/uk/app-store) and Google Play (play.google.com).

TfL can take advantage of several access options be it direct into Vodafone's portal, using self-serve capability and 24x7 access to information combined with the tailored support of Vodafone's dedicated advisor team during working hours, who can take ownership of day-to-day user and portal admin and operational issues, allowing TfL's team to focus on other key activities.



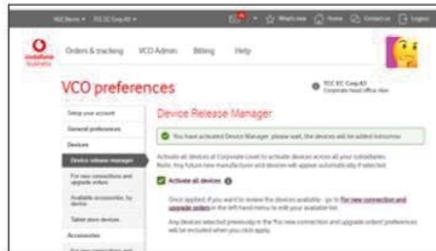
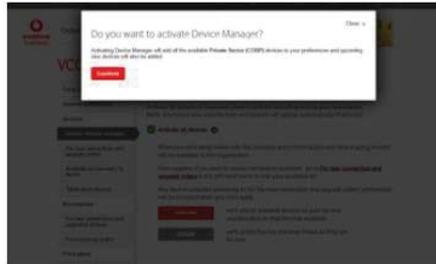
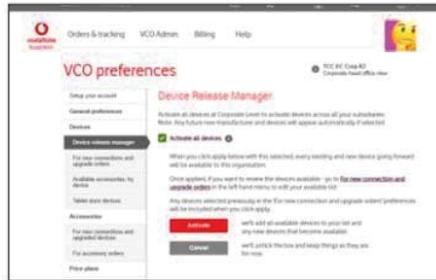
The screenshot shows the Vodafone Business VCO portal. At the top, there is a navigation bar with links for 'What's new', 'Home', 'Contact us', and 'Login'. Below this is a header with the Vodafone Business logo and links for 'About VCO', 'What's New', 'Help & Support', and 'Video Guides'. The main content area features a large red banner with the text 'New Features' and a photo of two women working at a desk. Below the banner, there is a text block: 'Here you'll find all the latest new features in VCO. Feel free to feedback with the improvements you'd like to see.' This is followed by two buttons: 'Feedback' and 'Go to login page'. The 'Device Release Manager' section is highlighted, with a description: 'Device Release Manager is a new VCO feature that allows an authorised user to activate all mobile handsets and all new devices going forward. It makes it easier to access the latest devices without having to do anything. Users get immediate access to all available devices and all new devices. This will appear in VCO admin > Preferences > Customise VCO preferences. You can switch on Device Manager in Preferences and switch it off at anytime.' To the right of the text are two screenshots of the VCO preferences interface, showing the 'Device Release Manager' toggle and a confirmation dialog box.

Continuous Improvement

Customer feedback indicates Vodafone's VCO portal offers an easy-to-use self-management experience giving you total control of TfL's mobile estate. Vodafone continually invest in this tool with monthly sprints delivering enhanced and new capability in response to customer feedback.

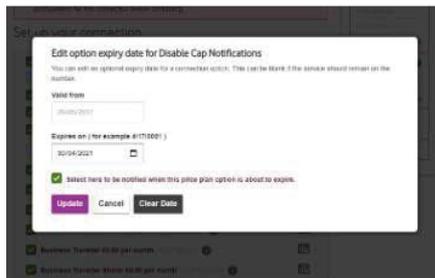
Recent developments include

- Device Manager: Allows customers to switch on all devices for their account (in preferences) with one click



- Price Plan Option Expiry Tool: allows users to set an expiry date against compatible plan options. Users see a new icon against the plan option (also known as a SOC) which indicates an expiry date can be set using a date picker. This is useful for enabling and then automatically disabling Public Sector Traveller, for example.

Set up your connection



5.4 Support Desk

A Comprehensive and Proactive Support Desk [MS-042, MS-043, MS-044, MS-044a]

Vodafone will provide a Support Desk for users authorised by TfL which can be accessible by telephone or email as a minimum. Vodafone's Support Desk is geo-resilient, allowing Vodafone's agents to work from geographically dispersed UK locations. Vodafone shall provide dedicated offsite advisors who will be the point of contact for all authorised TfL users on Vodafone's Support Desk for in- life day to day support. They will be available via a dedicated email, and dedicated telephone number from 8am to 6pm Monday to Friday (excluding bank holidays). Outside this time Vodafone's shared Support Desk is available 24*7*365 via telephone and webchat.

Vodafone's service model is a Support Desk to Support Desk model. TfL, and the other entities/units will be expected to provide a Support Desk to manage issues, orders, and incidents, providing triage. The Vodafone Support Desk will take issues directly from authorised contacts. Support for individual End Users is available via Vodafone's End User support via 191.

Vodafone's proactive dedicated off-site advisors will be responsible for supporting TfL with optimising the Services to minimise costs through a variety of reporting and analysis on the monthly invoices and reported data in respect to usage and costs. In addition, they will receive and process orders including the replacement of faulty Devices or accessories, and service requests such as ceasing of connections or roaming requests, ensuring status, and tracking updates. All incoming activity and requests from TfL will need to be sent via email. The advisors will track response and completion time to report on the required SLAs for the monthly performance reporting.

The advisors will provide support for:

- (a) receiving and processing orders and providing status updates
- (b) Raising Incidents and queries relating to the Services and tracking progress
- (c) amending service details, e.g. cease or bar connections,
- (d) arranging for replacement of faulty Devices or accessories, including delivery details
- (e) arranging recycling of Devices no longer required, including collection details
- (f) provision of technical support, e.g. for the set-up and configuration of Devices or services
- (g) requesting billing information/reports.

Any incidents can be raised with the advisors who will take ownership ensuring these are raised with the relevant support team and updates are provided through to resolution. Outside the support hours of the dedicated advisors, 8am-6pm, support will be provided by Vodafone's shared service desk. Vodafone's Network Operations Centre proactively monitors Vodafone's network 24*7*365 for network level issues, security risks and degradation, ensuring that any issues are proactively identified and addressed before there is any impact to TfL's service experience. [MS-044a]

Continuous improvement

The benefit of Vodafone advisor support is exactly that, they are dedicated to TfL and can therefore tailor their support to TfL requirements. Working collaboratively, they will get to know key colleagues and their business requirements and drivers so they can respond accordingly delivering visible value to TfL's organisation. Their combined and shared experience brings a wealth of knowledge and expertise from working with similar customers, bringing best practice and proactivity to the relationship. With the addition of an extra resource in the team, Vodafone will be able to offer the flexibility within TfL's service model to respond to changes within TfL's requirements. TfL's Service Manager will review all operational performance at monthly service review meetings with TfL's own service team, any issues that have caused concern or are not working as smoothly as possible will be reviewed and actions fed into an account Service Improvement plan (SIP) for resolution and outcome-based tracking.

5.5 Reporting

The Vodafone approach to reporting [MS-045, MS-046, MS-047, MS-048, MS-049]

Vodafone will provide monthly reporting with details of the Services consumed, performance of the Services and costs incurred, including supporting details.

During transition Vodafone will work with TfL to review and agree TfL's reporting requirements, including those set out in the contract. This will be managed and collated by TfL's dedicated advisors who will tailor the relevant information from VCO (Vodafone Corporate Online) tool into a TfL customised and specific pack.

Data Usage Insight and trends:

Analysis of data usage will reveal averages; highlighting potential differences in data consumption by job role/department and advise on acceptable data limits, providing context to how data is used throughout the organisation. Monthly reviews of data consumption (amongst other points) with stakeholders, to look at overall consumption, trends and top consumers of data and other relevant points.

Customer facilities for reporting and customisation options:

The VCO portal has a built-in Billing Analytics dashboard, which displays a range of statistics, such as the number of calls made, data volume consumed during the billing period and unbilled usage data.

TfL can view the minutes consumed per user through the 'Usage' report. The billing analytics functionality of VCO can be used to identify the users consuming the most Voice, SMS and Data through downloadable Excel or PDF reports. Users can also schedule reports that are generated and emailed out automatically on a regular basis.

Addressing the specific reporting in the requirements:

The reports provided will support different views of the Services consumed, including:

- (a) overall TfL summary
- (b) individual reports for each unit/cost centre
- (c) breakdown by Service and/or applicable tariff.

We will provide monthly performance reports on key network service parameters within Greater London as experienced by TfL's users. Performance reports will include:

- (a) voice call success
- (b) SMS success
- (c) data performance parameters (e.g. authentication success, average speeds, latency)
- (d) service outages affecting TfL users, including network services or Data Links
- (e) customer service performance measures
- (f) a commentary on key trends or service disruptions during the period.

Below is an overview of the types of usage reporting information dedicated advisors will include in their monthly reporting pack.

- (a) number of users / connections in an area (organisational unit/cost centre)
- (b) overall usage by type of function (i.e. voice / SMS / data)
- (c) number of active SIMs
- (d) highlight of usage that is significantly above average for that area, e.g., reporting of 'top N' users
- (e) highlight of usage that is significantly below average usage for that area, or zero usage
- (f) highlight of out-of-bundle usage including any premium rate calls or data/messages by individual user/connection where applicable
- (g) historical/trend analysis information for variable periods of time

(h) highlighting indicators which may point to irregular user behaviour or service faults

(i) volumes and type of calls or usage by individual user/connection, groups of users/connections, service, location, etc

(j) full cost analysis of volumes and type of calls or usage by individual user/connection, groups of users/connections, Service, location, etc.

VCO Reporting Capability



Vodafone business

Orders & tracking VCO Admin Billing Help CSA

Dashboard Reports Administration

Billed data Unbilled data Ready to download Scheduled reports

Search [] All [] Search

All Billing Analytics Data is strictly CONFIDENTIAL

Summary reports	Detail
Invoice summary	Usage
Charges	Call type
Phone summary	Frequently dialled numbers
Management summary	High user spend
Minimum spend	SOC

Order Reporting

- Order tracking
- Download order history report
- Create order history report
- Download order report
- Transaction report

Billing Reporting

- Unbilled usage
- Billing analytics
- Last invoice summary
- Usage charges

- Top Spenders
- Top Deviations
- Watchpoints – numbers / source and destination
- Invoice summary
- Charges
- Phone summary
- Management summary
- Minimum spend SLA
- Zero Usage
- Equipment invoice
- Outgoing and Incoming usage summary
- Usage
- Call type
- Frequently dialled numbers
- High user spend
- Price Plan/SOC
- Outgoing and Incoming usage summary
- Billing period
- Bundle usage
- Cost summary
- Call Tagging
- Summary reports
- Detail report
- Unbilled usage in detail

VCO provides reports that can be used to understand the account structures, devices, trends in spending, usage on an account and individual level and more.

- The account structure and total number of connections assigned to any cost centre or similar structure, with a breakdown by type / tariff
- A breakdown of usage based on call classification, duration, number of SMS messages and data usage
- Exception reports where users breached fair usage policies / bundled amounts
- Details of the device type/ model associated with the connection, connection commencement date and current bars/ usage limits
- Analysis on usage patterns, including but not limited to, top ten numbers called by value / volume, top 10 users by value, international numbers, premium numbers, 5-digit SMS numbers, zero usage and usage compared with previous months.
- Usage – you can view the minutes consumed per user through the 'Usage' report. This report identifies top users of voice and data
- Highest Spenders' – this report highlights High User Spend through the following categories: Phone number, Sub account (BEN), Username, Dialed number, Destination, Date, Time, Duration, Data volume (MB), Cost (£)

- Most Expensive Calls – this report highlights charges by using the following data categories: Invoice Number, Billing Sequence Number, Invoice Period, Invoice Date, Account (BAN (Billing Account Number)), Sub Account (BEN), CTN (Customer Telephone Number), Username, Allocation Code 1, Allocation Code 2

A benefit to TfL is that reports can be scheduled to run automatically over a time-period selected by TfL. They can be automatically emailed to a list of recipients such as Cost Centre Managers for review and approval. Just as easily, ad-hoc reports can be generated to 'deep dive' into a topic or area of concern.

Service Management Reporting:

As part of Vodafone's service management provision, the Service Manager will be responsible for the in- life delivery and continuation of all services supplied. The Service Manager will:

- Analyse, report, and investigate service performance metrics, to measure service delivery quality and recommend improvements
- Regularly review performance with you
- Provide a monthly Service Performance Report.

The monthly service performance report will provide context-based information to help evaluate service performance, enabling improvement opportunities to be quickly identified and addressed. During the monthly Service Review, we will jointly assess service effectiveness and make informed, strategic, and tactical operational decisions regarding ongoing reporting, relationship management and governance of the TfL service.

The reports will include:

- Performance against Service Levels for the period
- Summary of Support Desk activities, including incidents raised and resolution
- Continual service improvement activities
- Progress reporting during transition of services.

The monthly service performance report will be delivered by the 10th working day of the month.

Continuous Improvement

All reporting is reviewed at the joint monthly service performance review meetings to ensure that through continuous improvement we meet TfL's ongoing requirements.

Vodafone is committed to the process of continuous service improvement (CSI), improved efficiency, and innovation of the Services. Vodafone will take the initiative in the identification and evaluation of new business processes, technology, and improvements for application to the Services and respond to any TfL requests for information in respect of potential improvements to the Service.

Vodafone's continual service improvement process forms a major element of Service governance activities alongside regular governance forums to monitor service level performance, supporting innovation.

Commitment to continuing accreditation against IT standards (ISO 20000, ISO 27001 and ISO 22301) requires periodic assessment of methods and brings about innovative improvements, which are then reflected across the Services provided.

The primary purpose of CSI is to enable the on-going alignment of the Services to changing business needs, by identifying and implementing improvements to the Services that support business processes. The improvement activities and associated support services support day- to-day service operation. In essence, CSI is about looking for ways to improve process effectiveness and efficiency as well as cost effectiveness.

As part of CSI, Vodafone employs an independent third party to continually measure satisfaction across a sample of Customers. The feedback informs subsequent Vodafone CSI initiatives.

Should any findings, resulting from analysis of the reports and subsequent customer review meetings, that Vodafone considers are cause for concern then these will be addressed in the Service Improvement Plan (SIP) which underpins Vodafone's approach to Continuous Service Improvement (CSI).

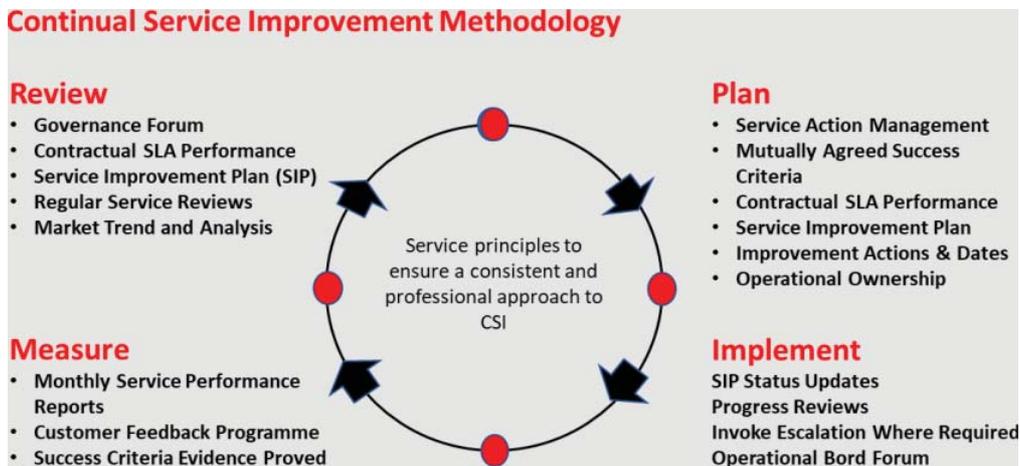


Figure 1. Vodafone's continual service improvement methodology

6. TRANSITION SUPPORT

6.1 Transition Support

Vodafone appreciates that changing communications provider is an important decision for TfL. We have many years of mobile on-boarding experience that we will use to mitigate transition risk.

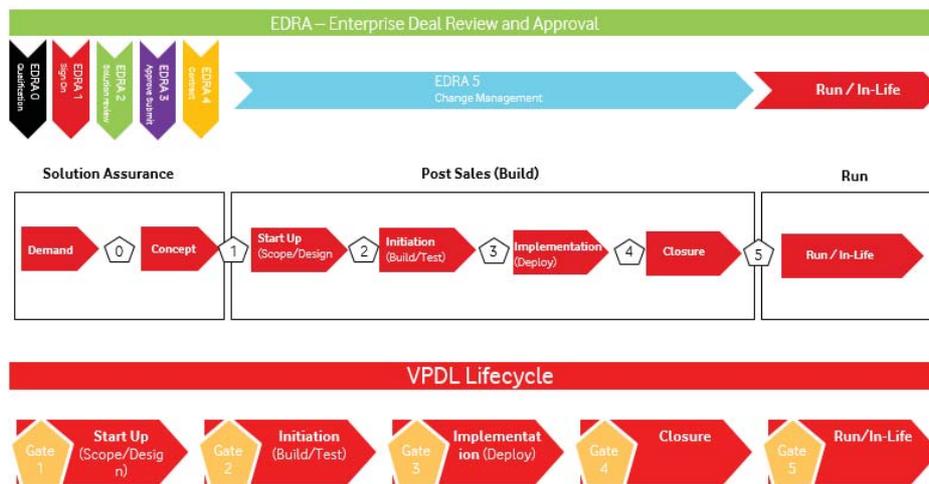
[a] an overview of TfL's delivery and governance model for transition.

The Vodafone Project Delivery Lifecycle (VPDL) is a gated, governance framework for the management of projects. It brings together key Processes, Guides, Templates and Tools to support project managers, and ensure project delivery is successful. Vodafone will appoint a Mobile Transition Manager to use this framework to deliver the TfL project.

VPDL is compliant in the following best practices:

- a. PRINCE2
- b. Managing Successful Programmes (MSP)
- c. Management of Risk (MoR)
- d. Management of Portfolios (MoP).

Figure 1. demonstrating the comprehensiveness of the VPDL
Vodafone Project Delivery Lifecycle - VPDL



Key elements of Vodafone's Project Management Framework include:

- **Risk Assessment** – Assessing risks and developing risk mitigation strategies.
- **Right Resources** – Creating a project-specific organisation, showing the structure of the project; the people involved and their roles.
- **Planning** – We will have a joint Project Definition Workshop to define and agree on the project approach and scope with TfL's team.
- **Management Overview** – Including management and team reviews, reports on project status and progress, documentation of project initiation and closure and tracking project governance.
- **Quality Assurance** – Making sure we meet TfL's quality requirements.
- **Communication** – Keeping all parties informed via an agreed communications plan.

The VPDL is a flexible framework that allows project delivery to be tailored to TfL's requirements. This is normal for programmes within Government agencies and large multinational concerns requiring bespoke project management, including the project detailed above.

A Mobile Transition Manager will be assigned upon receipt of contract, and they will work closely with TfL's project team to implement the mobile services.

The Transition Manager will provide a single point of contact for the duration of the implementation of the project and will follow the standard process. They will work with you to ensure TfL's connections are configured as required. Vodafone's main document for configuring users for the transition is a master transition document which contains, the mobile numbers, usernames, delivery information, tariffs, services, and features. TfL will ensure TfL's users are assigned features, such as Roaming/International Calling and possible service restrictions such as capping or barring of premium rate calls configured ahead of numbers porting to Vodafone, and is responsible for ensuring TfL's Corporate Account, Airtime and Equipment Billing is configured correctly.

We recommend that during the course of the rollout a number of users are identified and used to demonstrate how various network activities are actioned – i.e., barring/unbarring, suspending/unsuspending. The Transition Manager will provide training on how to action on VCO. This will show timescales for the network activities to complete, and assurance that the process works.

TfL will provide a named contact to interface with the Transition Manager. They will be able to access, handle, validate and share data relating to the end-users. This is typically a project manager.

Vodafone recommends that TfL creates an email address specific to the implementation, to be utilised for all internal communications and will be referred to on any SMS communications sent as part of the communication planning.

TfL's Delivery Specialist will arrange training for Vodafone's online ordering, administration and billing platform Vodafone Corporate Online (VCO). Appropriate trainees must attend this course.

Should onsite device rollout be required, we may use a trusted supplier. In this case Vodafone will manage the third party.

[b] an initial Outline Transition Plan identifying the recommended steps and timescales;

The plan is based on the contracted services, and the information gathered during project initiation and engagement with yourselves.

Contents include:

1. Timeframes and key milestones
2. Special requirements
3. Agreed outcome and success criteria including testing
4. Pilot implementations
5. Risks, issues, dependencies, and assumptions
6. Tasks and actions, with owners
7. Key events – porting dates, and device and SIM distribution events
8. Communications plan
9. Contingency and risk mitigation plans
10. Meetings and review points
11. Project closure activities.

As numbers are ported, they are uploaded to Vodafone's billing system VCO, which will hold billing information.

Project dependencies and risks will be discussed at project initiation to ensure an aligned understanding, approach to implementation, and to agree mitigation plans.

As with all implementation projects, in Vodafone's experience it will be highly likely that there will be a number of mobile connections that cannot be identified; are no longer required or have changed their usage requirements. The Transition Lead will work with you to help identify where connections are no longer required. Reviewing the estate can identify a significant saving in connections required and ensure users are set up on the appropriate tariff. The review of data will take place throughout the project, to ensure accurate data can be produced. Typically, this is breakthrough for continuous improvement saving, typically of 10% plus of current active connections.

The Transition Plan will be updated regularly and discussed on weekly checkpoints. Where an update is requested outside this it will be provided as soon as reasonably possible.

The Mobile Delivery team will ensure TfL's account and services are handed over into the live TfL Service environment.

Tasks include:

- TfL satisfaction sign-off
- Review and TfL sign-off of first, full invoice
- Provision of a final account structure report.

The full plan as described above will be produced in conjunction with TfL.

In addition to the requirements detailed in the tender, there is a new requirement for integration with TfL's private telephony network to enable mobile users to access lines on TfL's private network using established short numbers. This is usually referred to as a MOBEX solution and requires the installation of a physical link to be connected to the TfL estate.

This link will be provisioned to two sites as a single link to each site and is delivered as a standard dedicated circuit. A SIP overlay is configured to provide 45 channels per site, and can then be linked to TfL's phone systems via the existing Session Border Controllers.

Vodafone's mobile platform will then be configured so that it carries out the appropriate digit translation to route calls to and from the two sites. TfL and their PBX team will be required to configure the PBX platform to route calls to and from the extensions associated with various mobile numbers.

This requires accurate information to be gathered from TfL to ensure a 'right first time' configuration. The requirement will be discussed at the project kickoff and assistance provided to ensure that the data is captured in good time.

By deploying the MOBEX this way reduces the TfL and associated PBX support staff to a minimum and makes adding additional handsets to the solution a simple exercise with changes only being required at a single point, Vodafone's mobile network. This will only change in the event of a change to the extension ranges used for the mobile estate which will require additional work on the part of TfL's mobile support team.

A detailed plan of the installation will be produced if taken up by TfL and will use Vodafone's standard lead times for installation. This is subject to a number of caveats, particularly site surveys, wayleaves and other potential issues for the installation of circuits to a site.

Due to the timescales for the project the MOBEX, if taken up, will need to run in parallel with the rollout of Vodafone services and be implemented when ready.

[c] external dependencies and arrangements for working with third parties

Vodafone has significant experience working with external third parties for the migration of mobile services and the provision of new services.

For the migration of services to Vodafone the third parties involved are the incumbent supplier codes required for the port and the distribution services for the delivery of Sim cards and devices.

Vodafone's external dependencies are as follows:

- Port Authorisation Codes (PACS) - A PAC is required to move TfL's numbers to Vodafone. Vodafone's Transition Manager will advise how you can obtain this code. We will also advise you on TfL's responsibilities regarding obtaining this from TfL's incumbent supplier. We'll also guide you on the right time to obtain TfL's PACs.
- New SIMs - You will need a new Vodafone Sim. We offer several standard options for mobile delivery projects requiring SIM/device replacement activities, including despatch to either a central location, or home addresses.
- Where handsets are ESim compatible, identify those users, and once email addresses are captured, request QR codes to be created for porting.
- New Devices - You can choose to re-use existing phones on the Vodafone network providing they are not locked to another network provider. The unlocking process requires you to obtain Network Unlock Codes (NUCs) from TfL's current service provider. It will be TfL's responsibility to obtain these.

The porting process is a set process, owned by OFCOM and this makes calls on all parties to transition from one supplier to another smoothly. Due to OFCOM regulations, one network provider CANNOT contact another about the progress of ports on the actual day of port itself. Only the following day.

For distribution services Vodafone have a number of trusted partners who have been used on a variety of projects. Where required, other third parties are used to provide on-site distribution of devices. In all cases the third parties are subject to the same obligations as Vodafone.

Key Dependencies

Resource – Provision of adequate resource to support the implementation. This named contact will interface with the Transition Manager and will be able to make decisions regarding the project.

Accurate estate data – Provision of accurate data and device information. To complete migration in the stated timescale accurate estate information is required within two weeks of signature.

Manage incumbent suppliers – Manage incumbent service provider and such tasks as requesting PACs (Porting Authorisation Codes) and NUCs (Network Unlocking Codes). Vodafone are unable to liaise with incumbents.

Ensure end-user cooperation – Liaise with and manage TfL's end-user base.

TfL's specific risks – Communicate any specific risks, exceptions, or requirements to us so they are understood and planned for accordingly.

[d] key risks to timely delivery with proposed mitigations;

Vodafone has extensive experience of managing transition related risks. We have a robust and established risk management process

Risk Mitigation:

While Vodafone ports hundreds of thousands of mobile numbers every year without issue, including critical national infrastructure and emergency services there is always a risk of a port failing.

The risks are well understood, and Vodafone has robust contingency plans, escalation paths and support mechanisms in place to cover any issues.

- Transition Managers are experienced and skilled in managing risks.
- Mitigating action will be taken to minimise risks
- Ports are closely monitored
- Automated exceptions reporting provides an additional assurance.

Typical risks associated with large migration projects;

- The incumbent Service Provider does not meet their obligations:
 - Mitigation: clear dependencies and guidance on how to manage TfL's incumbent.
- Porting failure:
 - Mitigation: following standard, established processes including the use of phased porting to avoid implementing change to a whole function or team. Use a 'pilot' phase to prove the process works. Validate all implementation plans and review regularly. There are also automated exceptions reports and in-built system-automated rectification processes which highlight issues and resolve
- Data quality is poor:
 - Mitigation: providing guidance on data requirement, and standard. Use standard master templates.
- End-users are unavailable:
 - Mitigation: provide advice on how to work with TfL's end-users. If a bespoke requirement is needed, we can assist with a mass communication service.
- Devices incompatible with contracted services:
 - Mitigation: manage through compatibility checks.
- Devices network locked, preventing porting:

- Mitigation: manage through guidance on device unlocking.

Key Assumptions

Be ready to proceed: To migrate the estate in the required timescales the first tranche of numbers requiring migration must be available within two weeks of contract start.

Act in a timely manner: We require that TfL execute its responsibilities as outlined in the Implementation Plan.

Manage TfL's incumbent provider: Vodafone cannot liaise with incumbent service providers, we will require TfL to action in a timely manner.

Provide accurate data: We will require TfL to provide accurate data on TfL's estate and requirements.

Manage end-user community: Manage TfL's end-users to ensure they are ready to proceed and carry out activities expected of them.

[e] an overview of Vodafone's approach to supporting transition at exit to any future provider.

Exit Support

This section does not detract from Vodafone's obligations pursuant to Schedule 7 (Exit Management).

At contract end Vodafone shall engage with TfL and any future provider to ensure a secure and orderly transition from one supplier to another. A plan shall be created and agreed between the TfL and Vodafone account management at time of exit. Key to this is the establishment of clear roles and responsibilities and an example RACI is shown below.

Activity	Buyer	Vodafone PAC Team	New Provider	Vodafone Porting Team	Vodafone Billing Team	Vodafone Account Team
Notify Vodafone account team of intention to Exit	R/ A		I			C/I
Request Porting Authorisation Codes (PAC)	R/A	I	C			I
Issue PACs	I	A/R				I
Supply PACs to New Provider	R/A		I			
Port in from Vodafone	I		A/R	C/I		
Provide Port Out Files			I	A/R		
Close accounts	I				R/A	C/I

Exit methodology can be broken down into the following milestones:

1. PRE-SERVICE TRANSFER – setting out processes and obligations that will operate prior to receipt of a Notice to Terminate (or 12 months prior to expiry of Contract or in line with a Termination Assistance Notice). This phase is associated with TfL procurement and ITT activities where the requirement is for the SUPPLIER to provide TfL data or information and support.
2. SERVICE TRANSFER PROCESS – setting out processes and obligations that will operate prior to, or upon, receipt of a Notice to Terminate (at a minimum 6 months prior to expiry of Contract or in line with a Termination Assistance Notice).
3. MIGRATION / EXIST PLANNING – setting out the Services and how they are to be migrated over to a REPLACEMENT SUPPLIER or to TFL. This phase will be supported by a migration plan which TFL or REPLACEMENT SUPPLIER shall provide, and against which the SUPPLIER's PID and exit plan shall be based.

4. SERVICE CANCELLATION NOTICE – formal cessation of the ordered service(s)
5. CONTRACT EXPIRY – remove assets, cessations, access, data and decommission.
6. CLOSEDOWN – confirm all Exit Deliverables fulfilled, payment of final invoices

The timescales above reflect the time to trigger the exit plan as opposed to the actual duration of the plan.

7. ADDITIONAL SERVICES

7.1 Conference Call Facility

[a] Conference Call Facility [MS-063]

Such legacy voice conferencing services are now commonly superseded by capability offered by collaboration services which TfL may already be deploying.

However, Vodafone understands that TfL may need an alternative voice conference facility which can be provided through Vodafone's Vodafone Business Unified Communications (UC) suite of services.

Vodafone can deliver a single platform that can accommodate a range of work patterns and communication methods. Vodafone's optimised capability supports a coherent internet connection across all devices delivered as a public cloud package with all the cost, productivity and operational benefits that brings. This approach exceeds the 150 User requirement.

Vodafone's public cloud UC offer is built on the market leading RingCentral platform, offering TfL access to all the capabilities of an on-premise service and more without the associated management and maintenance overheads. It is often referred to as 'Unified Communications as a Service – UCaaS.', the service is hosted in the vendor data centres, and Vodafone presents it as a consumable cloud application. This provides all the benefits of a cloud service without any of the associated risks of private hosting or on-premises hosting. Vodafone also includes all the core networking including access to the PSTN and mobile networks, and connectivity to the RingCentral platform.

Figure 1 below shows some of the features of the service:

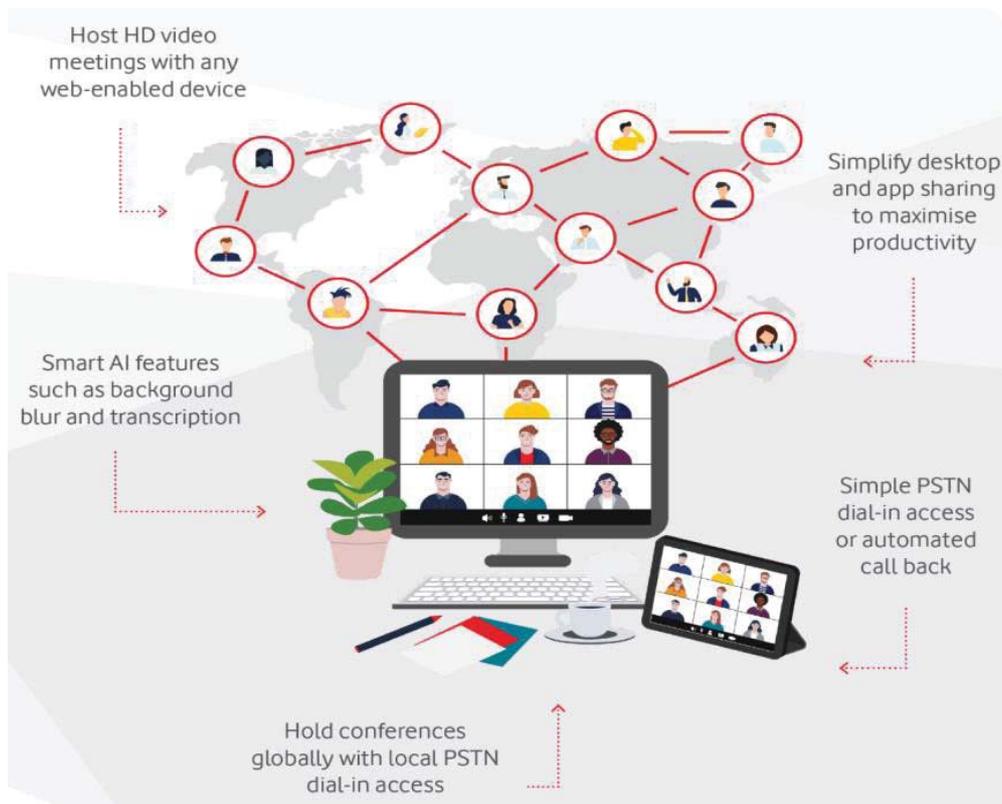


Figure 1 – Features of the Vodafone Business UC service

The Standard Voice only licence can be used by each host to facilitate voice conferencing meetings with up to 1000 participants.

Conference calling allows TfL users to set up, host, and join conference calls on their computer, as well as their desk phone, smartphone, or tablet. Should TfL require additional functionality or

integration into existing collaboration tools such as MS Teams in future, then Vodafone Business UC can be tailored to meet these requirements.

7.2 Secure Network Access

[b] Secure Network Access [MS-064]

Businesses are increasingly adopting formal mobility programs to empower mobile collaboration and productivity. A Unified Endpoint Management (UEM) platform alone will leave significant security gaps from a mobile risk standpoint, as its primary role is to manage devices.

[1&5] Device attack/malware protection

Coupling Vodafone Secure Device Manager Cloud (VSDM Cloud) with Lookout Mobile Security can provide the defensive layers TfL would need to protect business data from application, device, network, and phishing-based threats. Further to addressing security gaps, Lookout and VSDM Cloud can integrate and add value, giving TfL devices' protection when accessing business data, enabling features such as continuous conditional access, and setting automated remediation policies. The benefits of Vodafone's solution include:

- Automated distribution of the Lookout endpoint application to employee devices
- Compliance decisions can now consider the presence of threats or risky applications detected by Lookout
- [1] Provides visibility into apps that leak data as well as malware, such as trojans and spyware
- Protection against man-in-the-middle attacks on encrypted enterprise data in transit
- Access to VSDM Cloud can be revoked following Lookout's detection of app, network, or OS-based threats
- Analyses hundreds of OS signals to identify attempts to bypass basic jailbreak/root detection
- Detect lost or stolen devices
- [5] Remotely lock or wipe devices
- One-touch mobile single sign-on across web, cloud, and mobile apps.

[2] Secure VPN Support

The VSDM Cloud platform can deploy VPN configurations to both iOS and Android handsets in either an always-on or per-app VPN configuration. The platform can be used to deploy the required settings for either an existing compatible VPN appliance, or if there is no existing VPN solution, then a Unified Access Gateway virtual appliance can be deployed as part of the solution to provide this functionality.

[3] Device access control

TfL can secure and control access to devices/resources using VSDM Cloud as follows:

- **Device Passcode Enforcement** – VSDM can enforce device passcode requirements including complexity, length, age, history, timeout, and number of failed attempts. Biometric options can also be enabled/disabled as required.
- **Workspace ONE Access** – Previously known as Identity Manager or Identity Broker. Integrate with third-party identity stores and providers, including Active Directory, Azure Active Directory, LDAP, Okta, and Ping.
- **Federated Single Sign-On (SSO)** – Federate Active Directory to third-party of internally developed apps using one of the federation standards. Includes a password form-fill feature for SSO.

- **Mobile SSO*** – Use certificate-based SSO for seamless launching and authentication to iOS and Android apps. On Android, SSO requires Workspace ONE Tunnel.
- **Conditional Access Control*** – Application access control policy to restrict access to applications based on user authentication strength, device platform, network range and application.
- **Multi-Factor Authentication (MFA)*** – Securely access apps using Workspace ONE Verify MFA or third-party MFA, such as RSA and Duo.

*Functionality limitations for per device licensing mode

[4] Device location

The VSDM platform can retrieve location information from both iOS and Android devices. GPS settings managed from within the VSDM console can be used to retrieve device location information. The settings within the console can be configured in a battery saving or high accuracy modes. Location information can also be used for automatically applying geo-fenced configurations. The platform provides easy access to all historical location information, not just the last known location. Privacy settings allow you to restrict access to the location information. Lost devices can also be located using the Find Device feature from within the console.

Continuous Improvement – TfL Application Risk assessments

The Vodafone Lookout solution not only offers Secure Network Access for the mobile fleet but can also provide TfL with access to a rich mobile focused threat intelligence capability that can be used to augment TfL's existing cyber-security capabilities. The intelligence available through the solution management console can be used to enhance both reactive and proactive security strategies. As an example, application risk can be assessed on an ad-hoc basis before the application has been published or introduced to the mobile fleet. A report is automatically generated detailing an application risk score based on; GDPR, OWASP Top 10 risks and more.

7.3 Mobile Device Management

[c] Mobile Device Management [MS-065]

Unified Endpoint Management (UEM) has evolved from more traditional device solutions such as Enterprise Mobility Management (EMM) and Mobile Device Management (MDM). It streamlines security solutions into one management system, allowing IT teams to **[1]** view and manage device status in one place, and provide consistent security across all devices, platforms, operating systems, apps, and content. VSDM Cloud enables customers to see, control and protect their connected endpoints, anywhere. It enables customers to manage and secure their device environment with confidence, whether their staff are working from home, in the field or across multiple sites.

One platform to manage, almost every device

VSDM Cloud is powered by the UEM software application, Workspace ONE, provided by VMware® with Vodafone providing the integrated solution and managed service capability around the software.

[1] The VSDM Cloud solution will provide TfL with a single, comprehensive Unified Endpoint Platform, powered by VMware Workspace™ ONE™, where you will have complete real time visibility of the status of TfL's managed devices across TfL's estate.

[2] VSDM will allow TfL to remotely configure and manage security policies to secure TfL's fleet of Approved Devices.

[3] TfL can deploy, configure, and remove applications on the managed device; providing application wrapping of mobile applications and data; controlling access to corporate email and other corporate application servers and providing visibility of the Approved Device estate as well as the status of Approved Devices.

[4&5] If a device has been lost, stolen, or compromised then TfL will be able to carry out a remote block, lock, or wipe of the device via the platform.

Figure 2 below shows the architecture of the service:

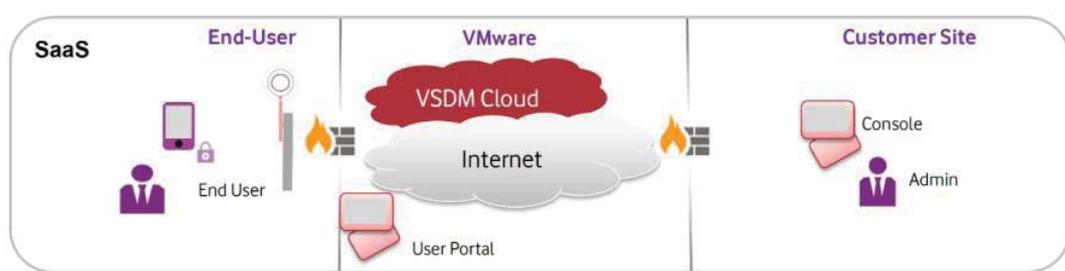


Figure 2 – VSDM Mobile Device Management Architecture

To address the device management and configuration requirements, Vodafone proposes to offer the Mobile Essentials licence with the Foundation set up. The Foundation Set-Up includes the activation of the service and the basic set-up of the configuration of the MDM administrators registered in the set-up form. The Standard Rapid Adoption Package is included as part of Foundation Set-Up and includes:

- Admin Account Creation and Roles
- User Account Creation
- Android EMM registration
- Apple APNs Certificate
- Profile Creation and Assignment
- Enrolment Methods
- Device Controls
- Application Management.

Vodafone Professional Services – Vodafone’s Managed Mobility Professional Services are aligned to support Vodafone’s customers through their UEM journey, utilising products such as Vodafone Secure Device Manager powered by VMware Workspace ONE Cloud, Vodafone Device Manager powered by MobileIron Connected Cloud, BlackBerry Unified Endpoint Management and Microsoft Endpoint Manager including configuration manager and Intune.

Vodafone’s UEM portfolio addresses all the challenges that Vodafone’s customers encounter during their mobilisation. Where customers have limited of resources, skills, time, or expertise, Vodafone can supplement the capacity of the IT team to enable adoption, configuration, and deployment of their chosen UEM solution.

The Vodafone Managed Mobility Professional Services team has 20+ years’ experience designing, implementing, deploying, and supporting UEM solutions using products such as VSDM (Workspace One), MobileIron, BlackBerry and Microsoft Intune.

The Managed Mobility team will provide Professional Services to guarantee that the VMware Workspace One Cloud environment meets TfL’s functionality and security requirements.

TfL can utilise the Vodafone Professional Services team to provide a variety of services, including:

- Solution Designs (HLD/LLD)
- Statements of Work
- Product Implementation including integration with:
 - Apple Business Manager
 - Microsoft 365
 - Microsoft Exchange
 - Android Enterprise
 - Azure Active Directory
 - Certificate Services
- Device Staging.

Vodafone has worked with many organisations to deploy VSDM.

7.4 Support Desk Integration

[d] Support Desk Integration [MS-067]

Incidents

Although Vodafone are unable to offer direct toolset integration for mobile incident management, typically, incident volumes across Vodafone's mobile service are extremely low. Where direct toolset integration is required Vodafone's advisors will manually transfer information between the Vodafone toolset and the TfL toolset. This approach has been successfully operated for several other Vodafone customers

Orders

Vodafone will support TfL with the integration to Vodafone Corporate Online (VCO) for raising and tracking orders. The capability supports the following channels:

- XML (Extensible Markup Language) – original implementation
- Web Service – SOAP (Simple Object Access Protocol) implementation
- REST – latest web-based implementation.

To enable TfL to integrate with VCO there would need to be an API (Application Program Interface) development by TfL and once completed the Supplier can support with test credentials/support environment and testing.

Please refer to the VCO ordering API user guide in Attachment 3 to Annex 1, and VCO ordering web services user guide in Attachment 4 to Annex 1. These provide more detail around how this works and how TfL can test the XML with their target procurement model.

7.5 Mobile Voice Recording

[e] Mobile Voice Recording [MS-068]

[1] Vodafone Network Mobile Recording can be deployed on any nominated subscriber number to record all voice and text messages and minimises exposure to operational or regulatory risk. TfL can host recordings using in-house storage infrastructure, or on Vodafone's secure cloud storage facility. No additional installation or infrastructure is required, making setup easy. Vodafone can manage the service end to end providing access to search and playback facilities for all recordings and are available through the web-based administration console for instant search and playback. Vodafone's high-quality recordings with A and B party separation for richer analytics will enable search phrases quickly and improve risk management. Vodafone provides a central point of contact for all recording

and non-recording enquiries. All recordings are stored in dedicated, secure, geographically redundant Tier 1 data centres.

Continuous Improvement – Import call recordings

With Vodafone network mobile recording, TfL will have the option to import call recordings from other systems such as MS Teams, existing call recording solutions and even legacy storage solutions in to one platform.

The benefit from these features include:

- Voice to text Transcription
- Sentiment analysis
- Create automated workflows to big data sets
- SMS to email.

[2] Financial Conduct Authority (FCA) Compliance

The Vodafone Network Mobile Recording capability is FCA compliant and has been successfully deployed with several financial organisations. Vodafone's standard data retention time is six months – in line with FCA regulation. Retention periods are easily extendable for MiFID2 regulations.

7.6 Private Telephony Network Integration

[f] Private Telephony Network Integration [MS-069]

The Vodafone fixed link (Mobex) service is a Virtual private network (VPN) which allows for private telephony network integration by providing customers with a connection between the mobile network and their private telephone network over a SIP Trunk.

Vodafone proposes the SIP trunk is provided over new physical access circuits installed into the network sites at Baker Street and Embankment to accommodate the required 45 channels each with enough bandwidth to add in more channels in future if TfL required.

The benefits of the service are as follows:

- 'On-VPN' call charging – The ability to make telephone calls within a virtual private network, to benefit from 'on-VPN' call Charges. TfL's existing private telephone exchange should be configured to automatically dial a prefix to the Vodafone mobile phone number to route such telephone calls via the PSTN.
- Short code dialling to mobiles – The ability to make calls from corporate fixed-line telephones to Vodafone Mobile Telephones within the same VPN by dialling a short code (a 'mobile extension number').

[1] Vodafone has a rich heritage in providing fixed and mobile dial plans and can ensure the existing dial plan requirements of 2,3,4 and 5-digit numbers on TfL's private network are maintained.

[2] The Vodafone delivery team will work with TfL to capture the dial plans required to ensure current mobile users are able to directly call the 2,3,4 and 5-digit numbers on the TfL private network or via the PSTN where required.

[3] Vodafone will provide TfL with two SIP trunks with 45 channels each on new 100Mb access circuits into the network sites at Baker Street and Embankment to route calls from mobiles to TfL's private network. The benefit of the service is that it is a flexible service allowing TfL to increase the number of channels when required without the need to install new access circuits. The Vodafone delivery team will work with TfL to ensure any dependencies on PBX and network configuration are understood prior to service creation.

Vodafone does have other SIP products in its portfolio including a more cost effective, quick to deliver Evolved Voice over Public Internet (EVoPI) service which could deliver the SIP and calls over TfL's internet access if this was available.

Customer Endpoint Diversity

Vodafone provides many different options for SIP resiliency and will work with TfL to capture any requirements.

As standard the network will be configured to connect each SIP trunk with one IP Telephony System meaning there is no back up if the Customer Equipment fails.

Security

Vodafone is committed to the security of communications and Vodafone's service provides encryption and signalling using TLS and media traffic always using sRTP. TfL's system should be compatible with these encryption and signalling protocols to ensure security is maintained for the solution.

[4] TfL numbers starting with 1, 2, 3, 65, 66, 67, 68, 69 and 9 will be configured on the Vodafone network to route directly to the SIP trunks.

[5] TfL numbers starting with 4, 5, 61, 62, 63, 64 and 8 will be configured on the Vodafone network to route to the respective PSTN number ranges and be delivered over the PSTN rather than the SIP trunks.

Vodafone has porting agreements in place with all major UK telecoms companies should TfL require geographic numbers to be ported to Vodafone's SIP service.

7.7 Private Telephony Network Integration – General Access

[f] Private Telephony Network Integration – General Access [MS-070]

[1] The Vodafone SIP trunks will be configured with a 4-digit access code which will allow any user on the Vodafone network to dial direct into a TfL extension using this prefix.

Continuous Improvement – Helping TfL to reduce costs through simplification

In addition to enabling TfL to make and receive calls on mobiles from their fixed lines, Vodafone can also support a more strategic approach to delivering TfL's PSTN services to users in future. Vodafone has a Suite of Unified Communications and SIP products which could help TfL reduce costs and overheads by removing the dependency on legacy on premise PBX as part of any digital transformation.

An example of one of Vodafone's SIP products which could instantly benefit TfL's users is Vodafone Teams Direct Routing.

Vodafone Teams Direct Routing – Turn Microsoft Teams into a single solution for all TfL's calling and collaboration needs with Vodafone Direct Routing.

- Direct routing allows you to make and receive external telephone calls across all TfL's Teams enabled devices
- Each user is assigned a unique telephone number which can be configured to ring on multiple devices at once
- Microsoft Azure Cloud based multi-tenant SBC's protects TfL's estate from unauthorised access and make sure only TfL's users have access to make and receive calls

- Vodafone will manage TfL's end to end voice service – removing costs of administering complex infrastructure components
- Number porting, voice policies and calls plans enable greater control of TfL's voice estate.

For every TfL user that wants to use Direct Routing, they will need:

- A core Microsoft 365 subscription (example: E1, E3, Business Standard)
- A Phone System or Business Voice add-on subscription (included with E5 subscription) The following diagram shows the three core components of the service.

To provide Direct Routing, **three core components** are required



Vodafone also has a range of competitive tariffs and works with Tariff match to ensure the most competitive rates to customers.

7.8 Additional Device Replacement VIP Service available as an Additional Service

Vodafone's VIP service is available with same-day delivery at an additional charge.

8. SERVICE LEVELS

8.1 Service Levels

Vodafone's proposed approach

Vodafone will drive service quality improvements by monitoring and reporting upon the service performance and agreed service improvement plans. This will be owned Vodafone's Service Relationship Manager (SRM).

(a) Monitoring the Service Levels

Vodafone's SRM will be responsible for the delivery of all services supplied. They will proactively monitor service levels throughout the service period through regular reviews with the support team and dedicated offsite advisors. Utilisation of automated tools and systems (see para 'c' below) ensures consistency in measuring service performance and facilitates accurate, timely and complete provision of the required performance reports.

(b) Production of the monthly Service Level reports

Service performance reports will be produced monthly within 10 working days of the service period, including:

- Management summary
- Information relating to Incidents
- Achieved performance against each SLA
- Details of any corrective actions

- Continual service improvement initiatives.

Reports will be presented ahead of the monthly Service Review meeting for discussion at the meeting. An example report is attached in Attachment 5 to Annex 1. Any corrective actions or improvements identified will be agreed and included on the service improvement plan (SIP) owned by Vodafone's Service Relationship Manager. This plan will track actions to resolve any issues and deliver an improved level of service and support if enhancements have been identified. All actions will be jointly discussed, with success criteria and value creation clearly defined.

(c) Systems and tools

Vodafone uses several systems to proactively monitor Vodafone's network and operational performance. These include:

- **Netcool** for passive probing for monitoring network availability
- **Remedy** for incident management
- **E-gain** for Service Desk response time
- **Avaya** for Service Desk telephony performance.

All these tools are being successfully used today enabling us to ensure Vodafone's services are effective and performing at expected operational service levels with no impact to service from the introduction of additional tooling.

(d) Ensuring that Service Levels can be met, and any shortfalls swiftly addressed

Should we fail to meet a service level Vodafone's Service Management team will carry out a full investigation and provide enhanced reporting outlining the reason for failure, and a route to restoring the service level, addressing any shortfalls and importantly preventing reoccurrence. Where appropriate, actions tracking this activity may be raised onto the SIP owned by the Service Relationship Manager with clearly defined scope and success criteria.

The table below outlines how we will meet the SLAs.

SLA	Measurement	Achieving the SLA
Network availability	<p>A Mobile Network Critical Outage is any failure of the Mobile Airtime Service (for the avoidance of doubt such failure is not limited to a total loss of Mobile Airtime Service and would include partial loss of the capabilities comprising the Mobile Airtime Service (for example, where there is a loss of internet connectivity only)) that:</p> <p>(a) affects twenty per cent (20%) or more of TfL's connections to the network for a single period of four (4) hours or longer; or</p> <p>(b) affects twenty per cent (20%) or more of TfL's connections to the network for an aggregate period of eight (8) hours or longer in any month</p>	<p>As agreed during negotiation, for reporting purposes, any failure affecting services provided across twenty per cent (20%) or more of the Supplier's network (e.g. 20% of cells) within Greater London shall be recognised by TfL as a suitable proxy for measuring the occurrence of any Mobile Network Critical Outage.</p> <p>Note this shall include any issues in the Vodafone core or elsewhere in the network that affect services provided to TfL across twenty per cent (20%) or more of the Vodafone network.</p>
Customer portal availability – 99%	The % uptime availability of the VCO (Vodafone Corporate Online) portal.	We monitor Vodafone's portal pages, processes, and downstream services. The IT infrastructure is designed to meet this SLA.
Coverage uplift solutions availability	The % uptime availability of each site with inbuilding coverage uplift.	This measure will be reported by exception based on minutes

SLA	Measurement	Achieving the SLA
		downtime per service period. Once the delivery method is finalised, Vodafone's solution will be designed to meet this SLA.
Redundant data links availability – data outage	Service downtime per month taken from any valid incident tickets.	This measure will be reported by exception based on minutes downtime per service period. Vodafone's solution is designed to meet this SLA.
Redundant data links availability	The % availability of the dual links measured on minutes of service unavailability during the service period.	This measure will be reported by exception based on minutes downtime per service period. Vodafone's solution is designed to meet this SLA. Vodafone's proposal is an availability measure at site level.
Call handling – calls answered in 60 seconds	The % of calls answered within the SLA.	A dedicated number will be provided for contacting the offsite advisors. Reporting is taken directly from the Vodafone telephony system.
Call handling – calls abandoned – less than 5% after call is answered	The % of calls abandoned after the call is answered by the offsite advisors.	
Email response – within 24 hours	The % of emails responded to within the SLA.	A dedicated email will be provided for contacting the offsite advisors. Reporting is taken directly from the Vodafone e-gain system which tracks the email journey.
Supplier device returns	Elapsed time taken for a replacement device to be received after raising a fault.	Returns will be managed by Vodafone's advisors and technical call centre. Replacements under warranty are issued for next day delivery and reporting is provided on all cases logged. We have a cut off time for the submission of requests each day for inclusion in that days reporting.
SIM activations	The number of SIM activations completed on the same day	Vodafone's dedicated advisors work to this target as part of their agreed support. This excludes bulk activations of more than 25. In addition to requesting this via the Vodafone dedicated advisor, Vodafone's VCO portal provides the capability for TfL to self-serve and carry out the activation instantly 24*7.
Order completion	The number of orders completed on the same day (pre-12.00pm)	Vodafone's dedicated advisors work to this target as part of their agreed support.

SLA	Measurement	Achieving the SLA
		This excludes bulk orders of more than 25. In addition to requesting this via the Vodafone dedicated advisor, Vodafone's VCO portal provides the capability for TfL to self-serve and carry out the activation instantly 24*7.
Incident confirmation response	% Of contacts to the Support Desk that receive a unique confirmation with unique reference	Vodafone's incident management toolset provides an automated unique reference on receipt and logging of the incident ensuring we will meet this target.
Incident resolution	Vodafone's approach to incident resolution is ITIL aligned and based on incident categorisation across 4 severities driven by service impact. We have proposed Vodafone's standard definitions for Severity 1–4 to provide clarity for this SLA. Performance against these SLAs will be measured in Vodafone's Incident Management toolset from the automated calculation from the time the incident is logged, to the time-of- service restoration and detailed in the monthly service performance report.	
Reporting	% Of reports delivered on time and accurate	Reporting will be provided by Vodafone's dedicated advisors and Service Relationship Manager. This measurement is not applicable to ad-hoc reports or reports generated directly via TfL using the self- serve capability on the VCO portal.
Billing	% Of invoices delivered and accurate	This SLA will be monitored and reporting on by Vodafone's Billing Relationship Lead.

(e) Proposed representatives for escalation

Vodafone has existing escalation processes in place for Vodafone's operational teams and support functions. Escalation is a proactive process to ensure that the stability of service is maintained, and the user experience is not negatively impacted. Vodafone's operational escalation process is outlined below, covering any issues with orders, incidents, reporting and day to day support. TfL can request escalation at any point through TfL's dedicated advisors, and we will agree peer to peer contacts for Vodafone's escalation process to ensure appropriate communication and contact is in place.

Escalation Level	Vodafone personnel
1	Dedicated off-site advisors
2	Team Leader
3	Operations Manager
4	Senior Operations Manager
5	Head of Business Care

To meet the requirements in Schedule 2B Vodafone proposes the following escalation contacts for the management of any Service Level failures.

Service Level failure	Vodafone Personnel
Any failure to meet any Service Level.	Service Relationship Manager
Material Service Level Failure	Service Relationship Lead
A failure to meet a Corrective Action Plan in respect of a Material Service Level Failure	Senior Service Relationship Lead
Critical Service Level failure	Channel Head, Central Govt, Justice and Police And/or Head of Solutions and Service

Added value

Vodafone’s experience of providing ITIL aligned support to a wide range of customers taking several services have resulted in a consistent approach to incident management, setting clear expectations and definitions. We have a clearly defined set of service impact levels for incident management and acknowledge TfL’s note that these will be agreed with the successful Supplier upon contract award.

Continuous improvement

Vodafone will take the initiative in the identification and evaluation of new business processes, technology, and improvements for application to the Services and respond to any TfL requests for information in respect of potential improvements to the Service.

Vodafone’s commitment to accreditation against IT standards (ISO 20000, ISO 27001 and ISO 22301) requires periodic assessment of methods and brings about innovative improvements, which are then reflected across the Services provided.

Should any SLA failures or findings resulting from analysis of the reports and subsequent customer review meetings, that Vodafone considers are cause for concern then these will be addressed in the Service Improvement Plan (SIP) which underpins Vodafone’s approach to Continuous Service Improvement (CSI).

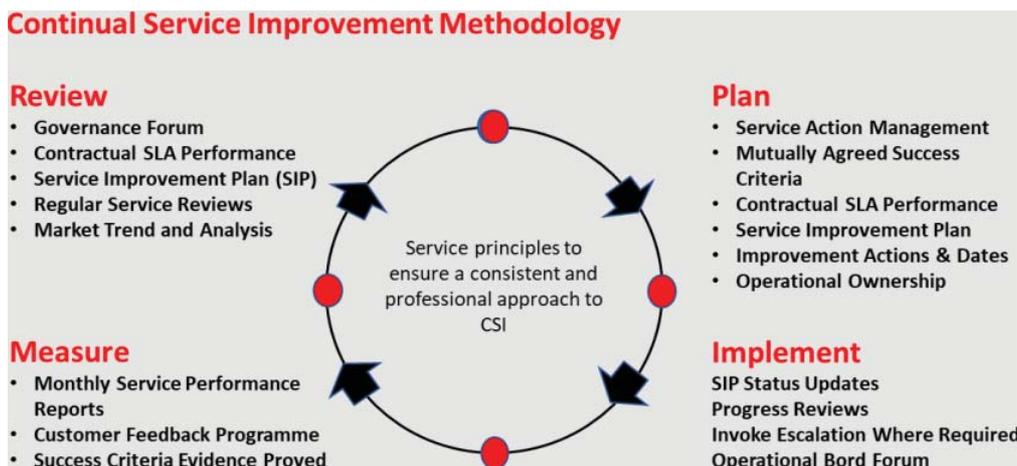


Figure 2. Vodafone’s continual service improvement methodology

**ATTACHMENT 1 TO ANNEX 1
PUBLIC SECTOR DEVICE AND ACCESSORY PRICELIST**



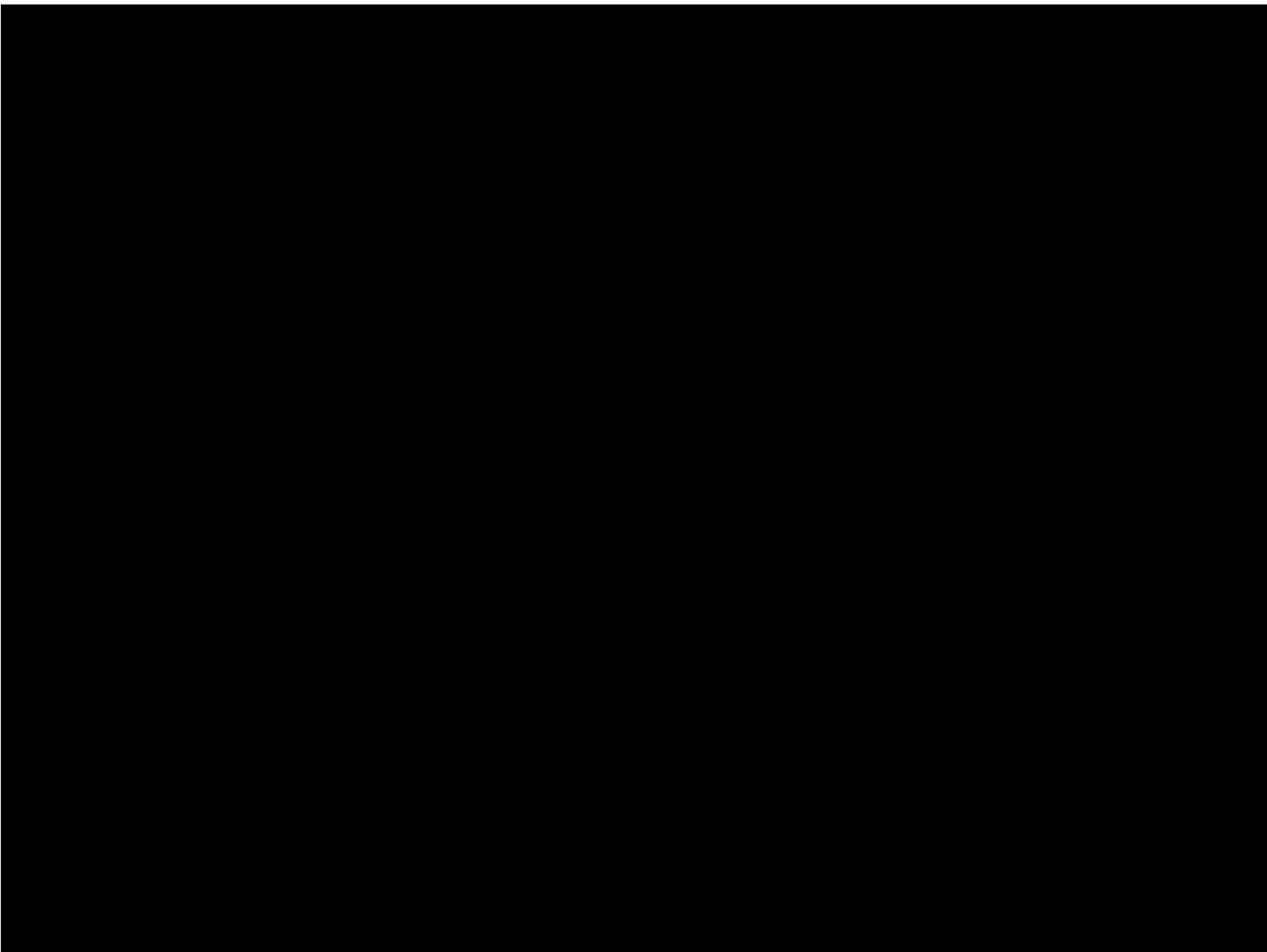
Public Sector

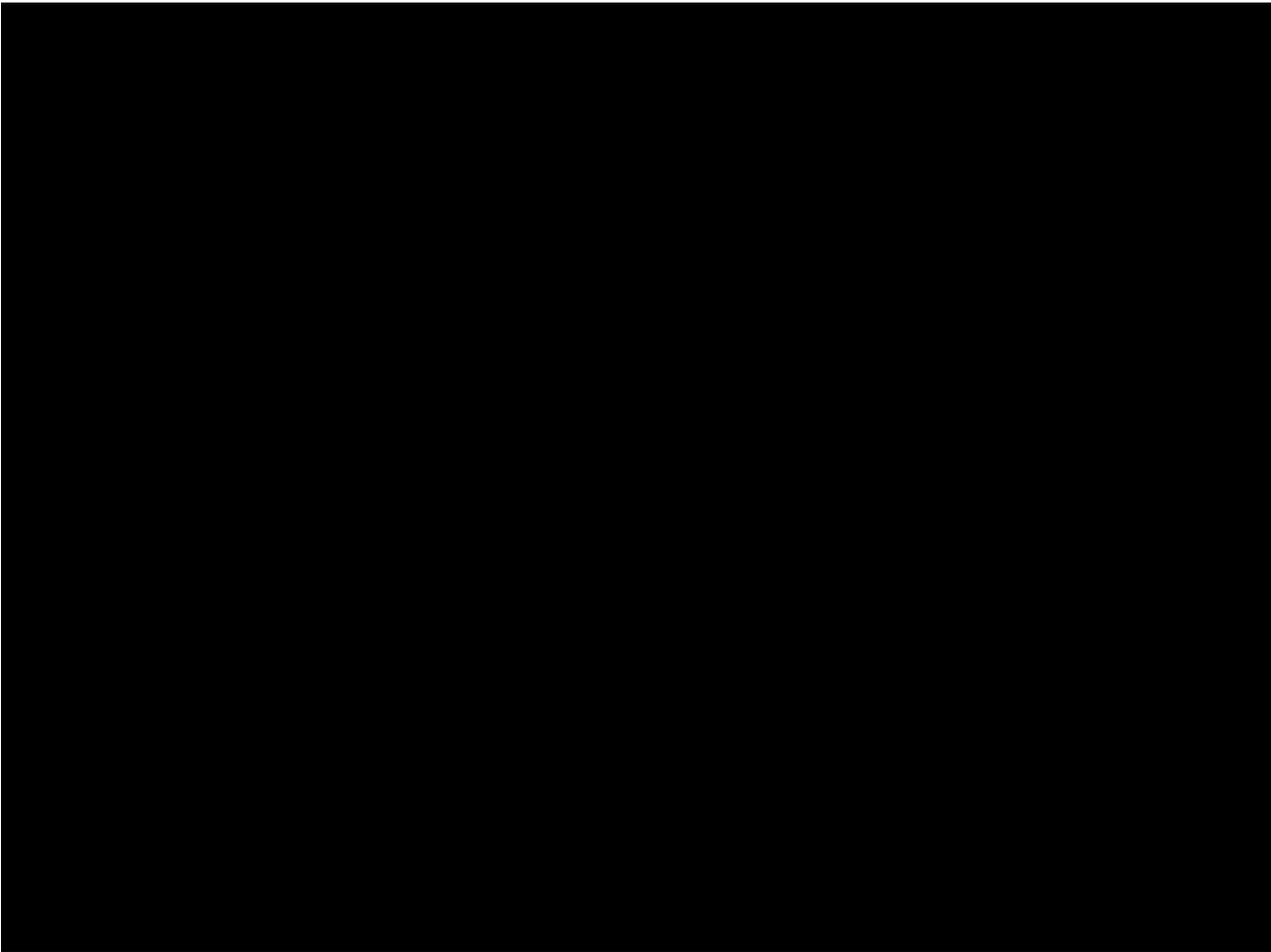
Device and accessory price list

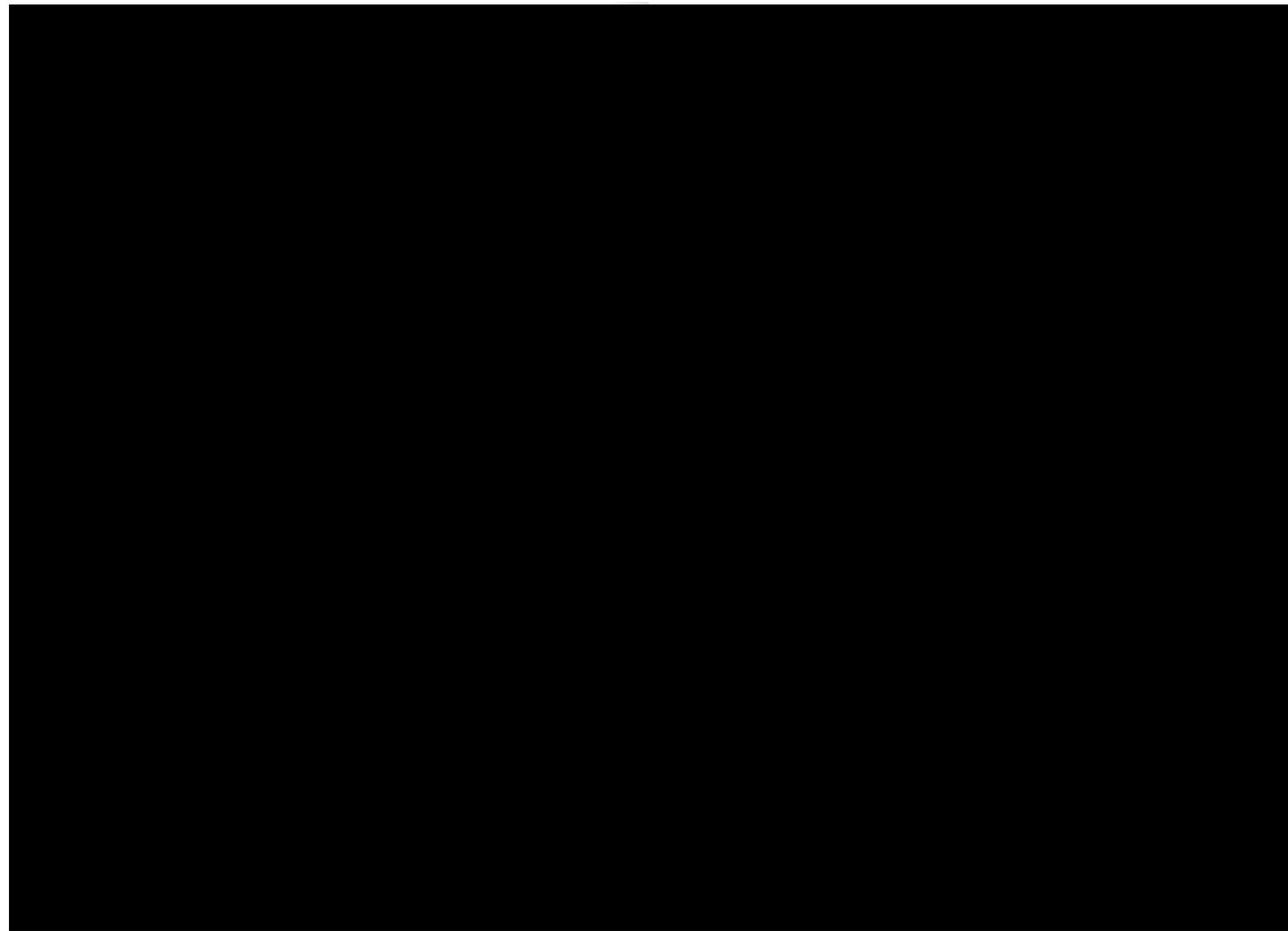
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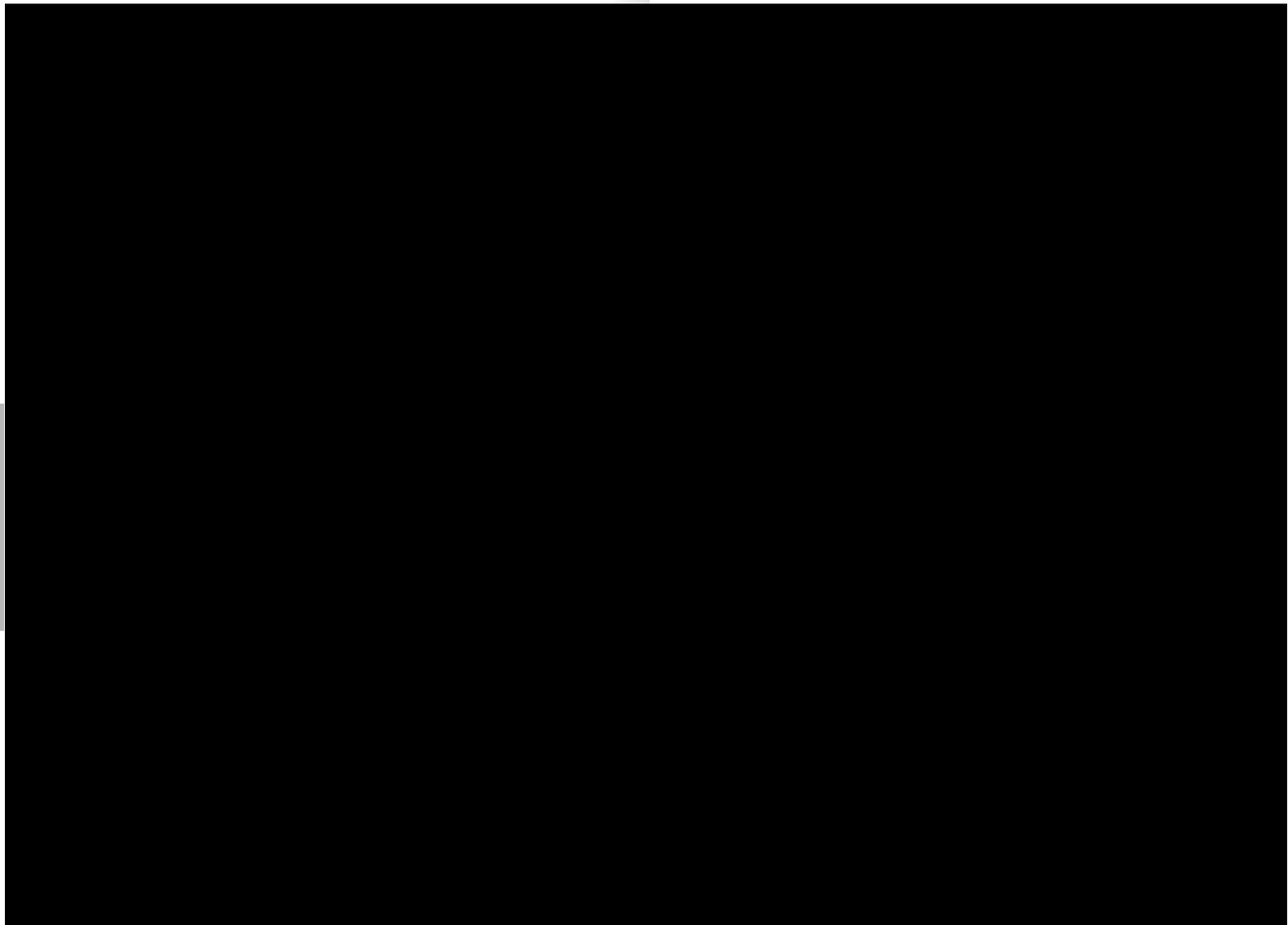


Together we can
vodafone
business

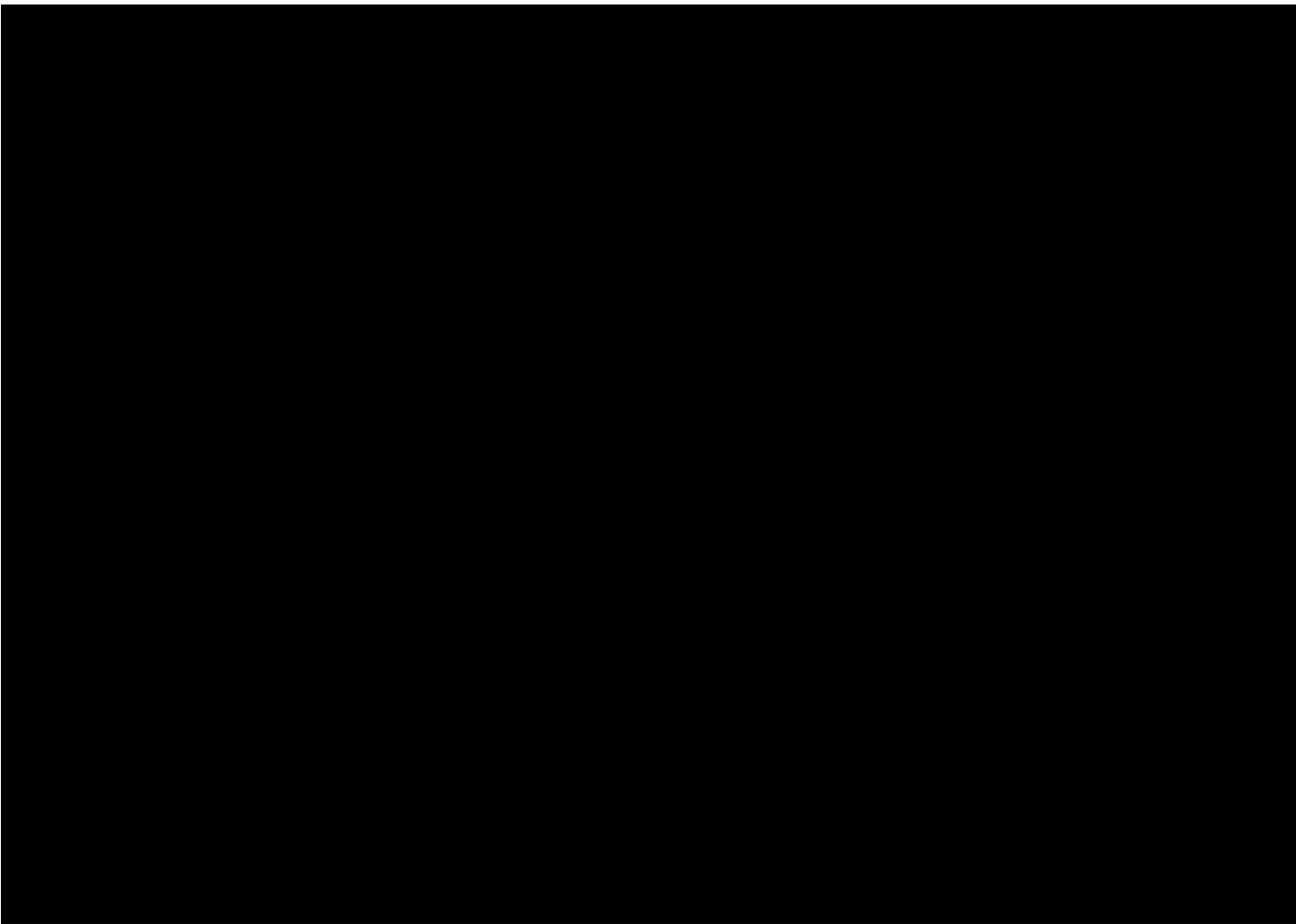


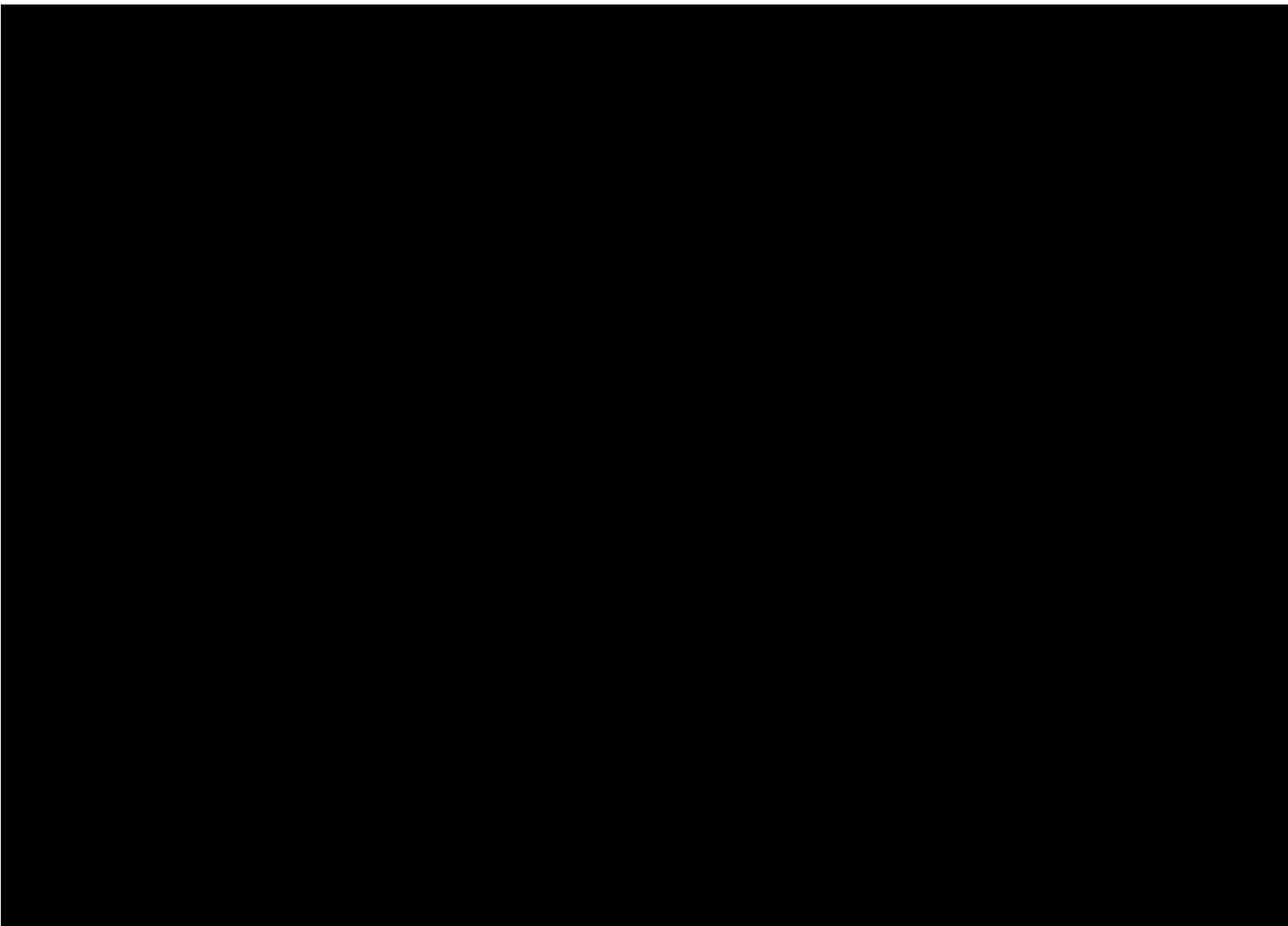




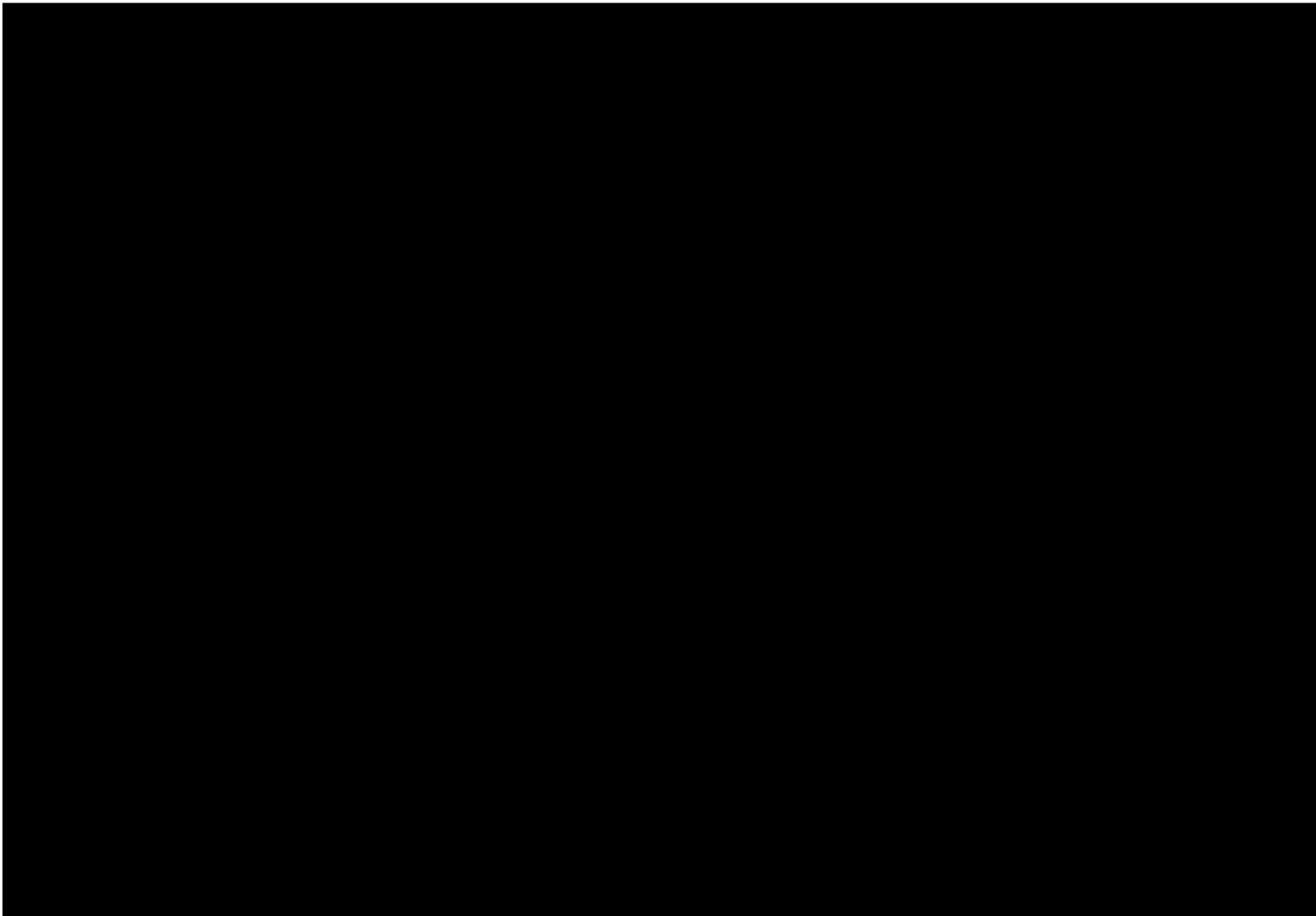


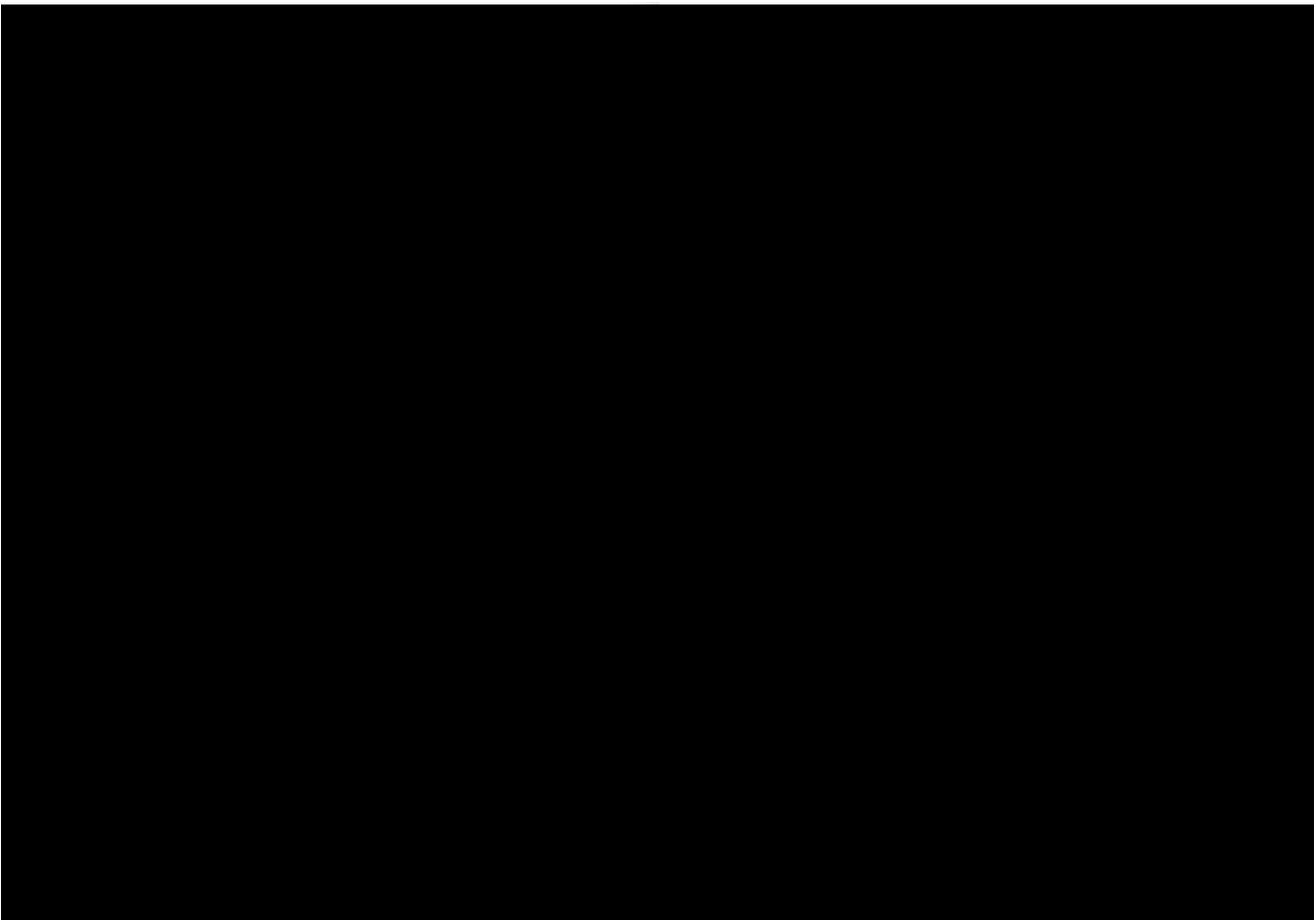


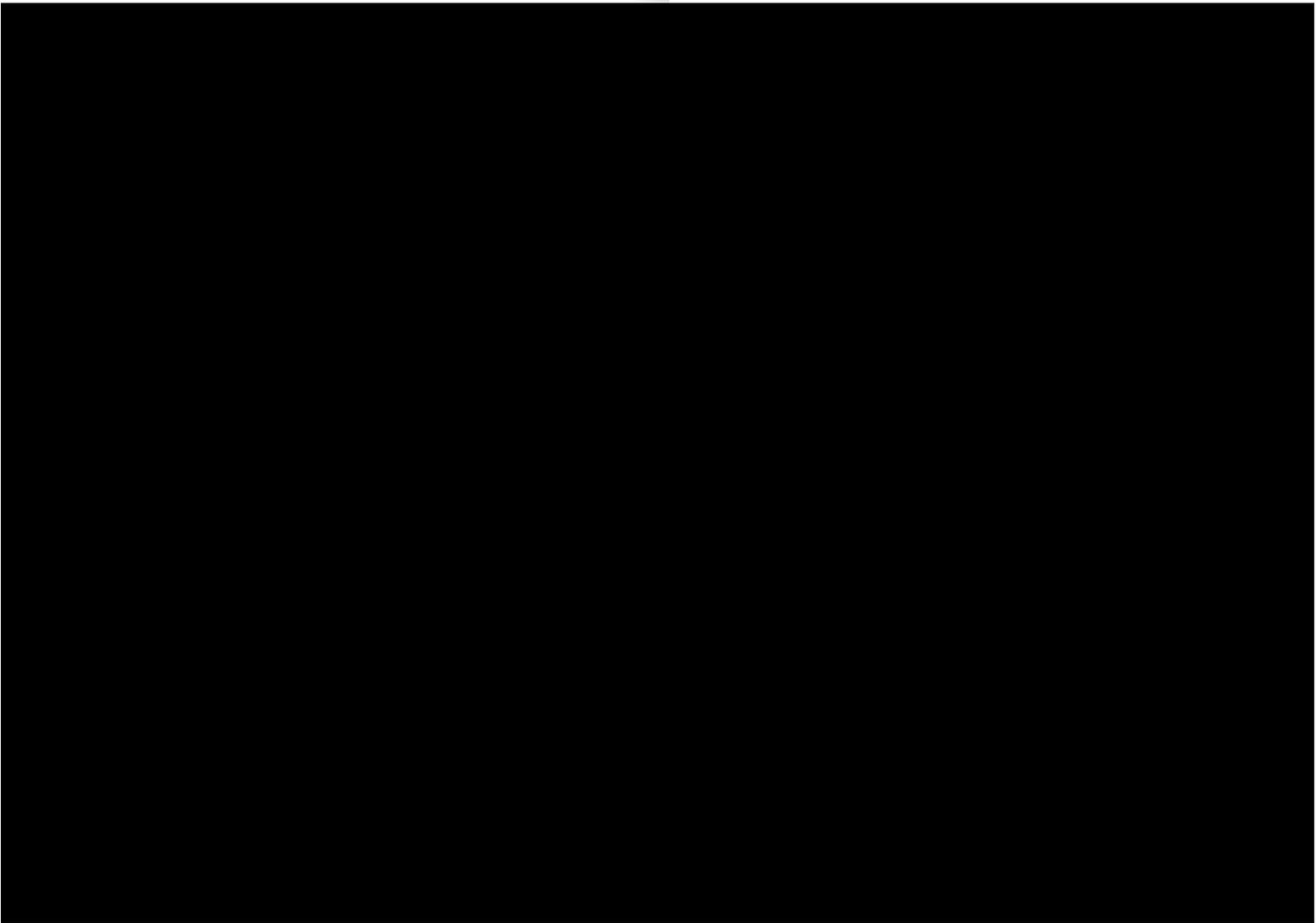


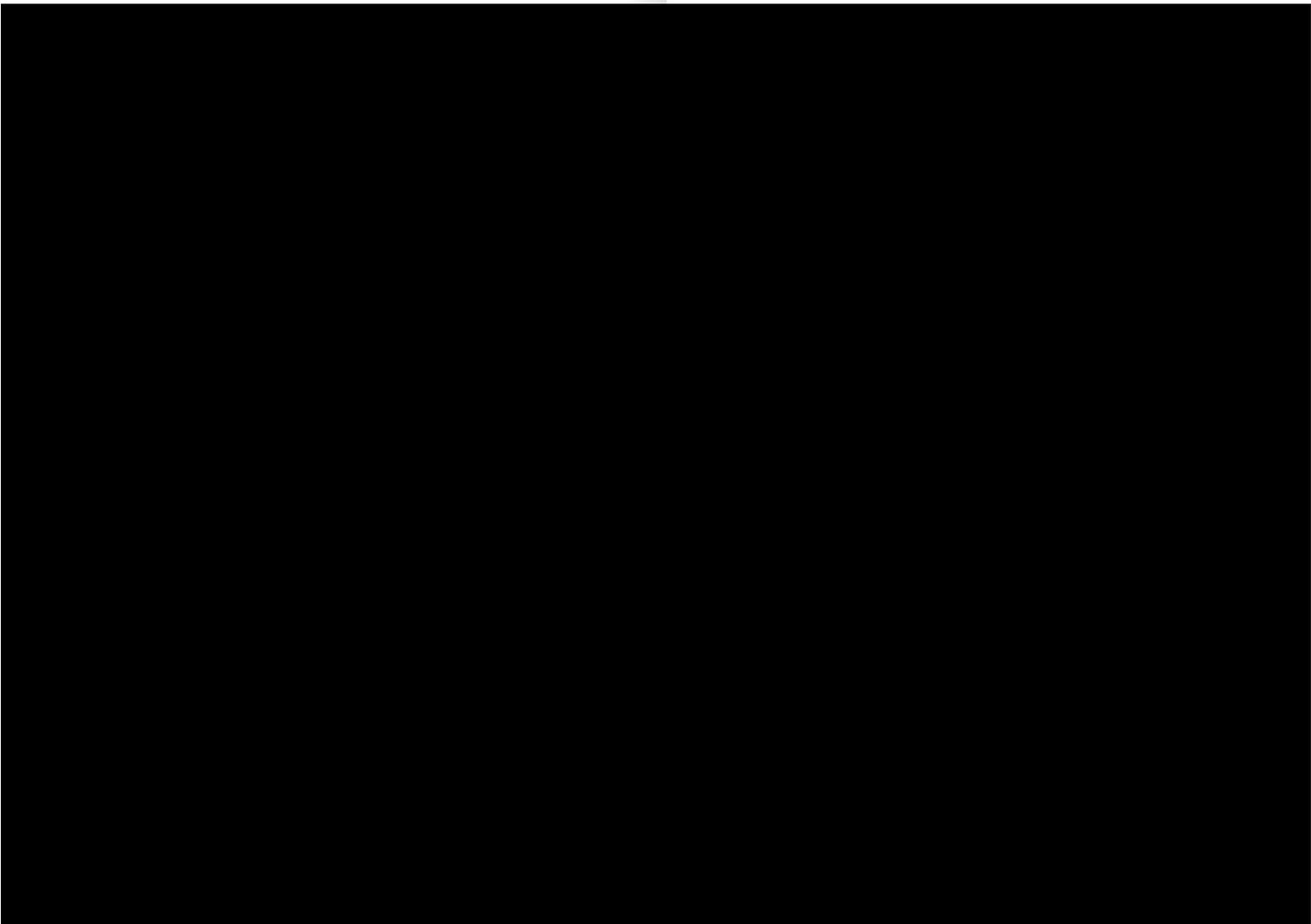




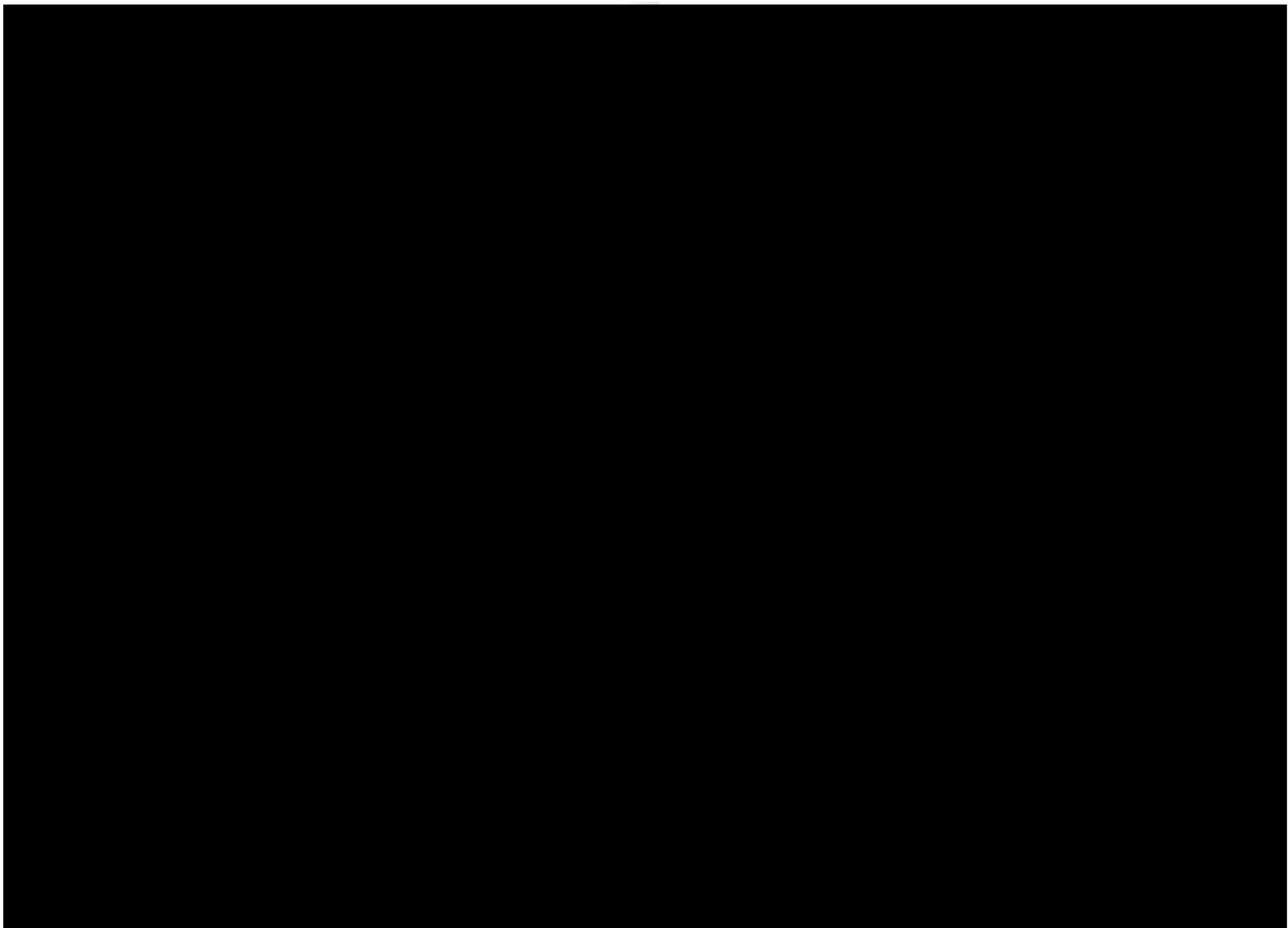






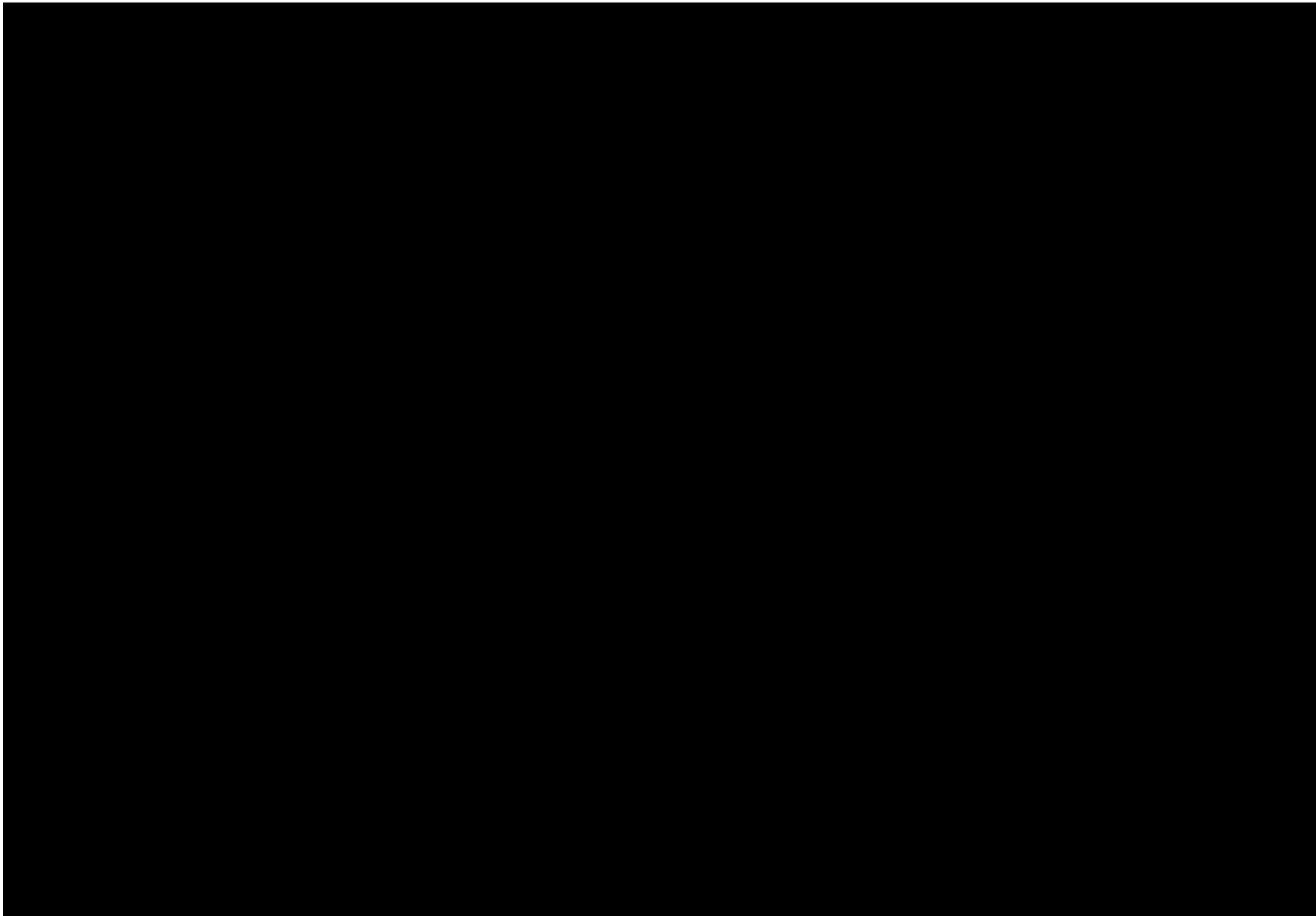


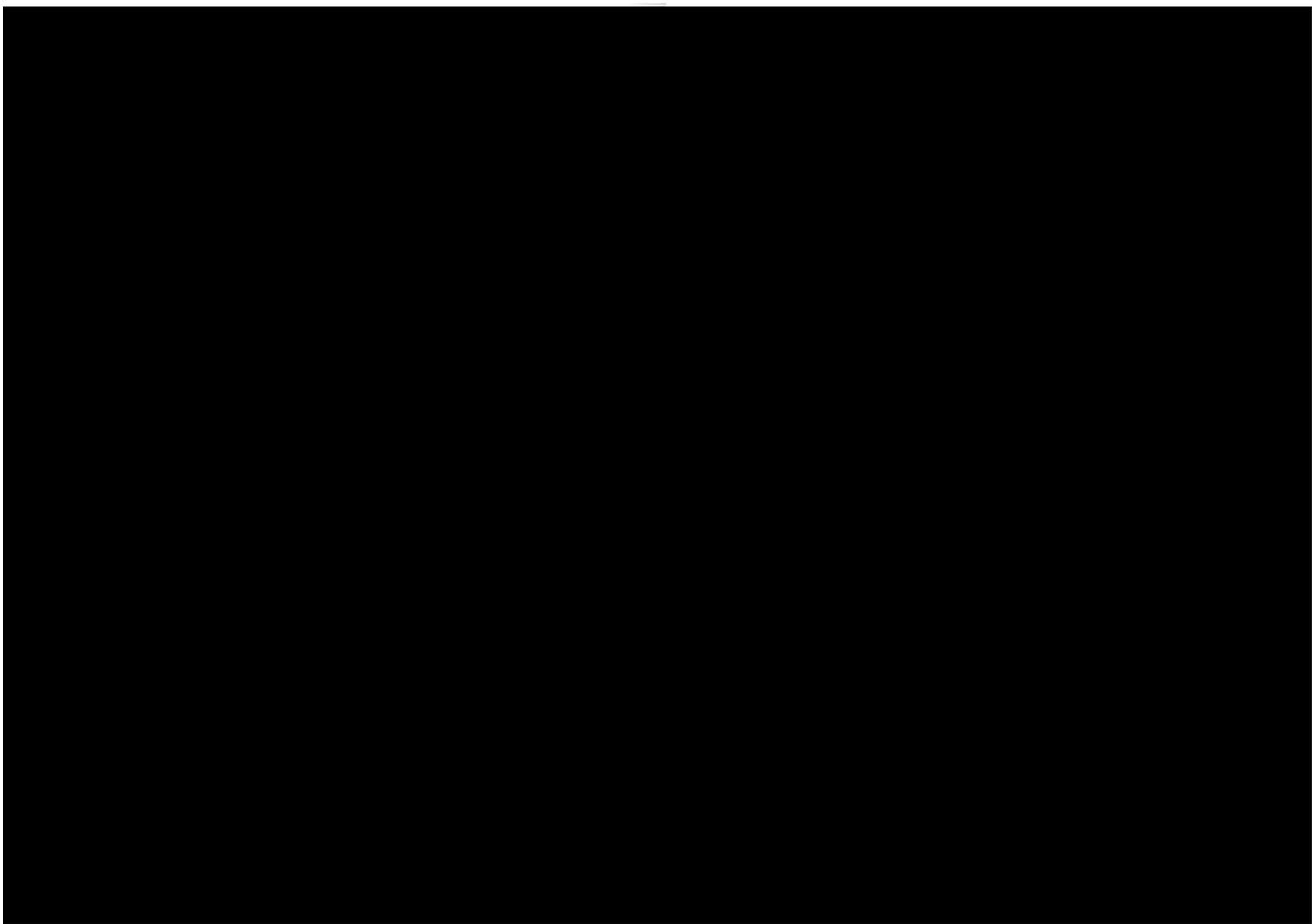


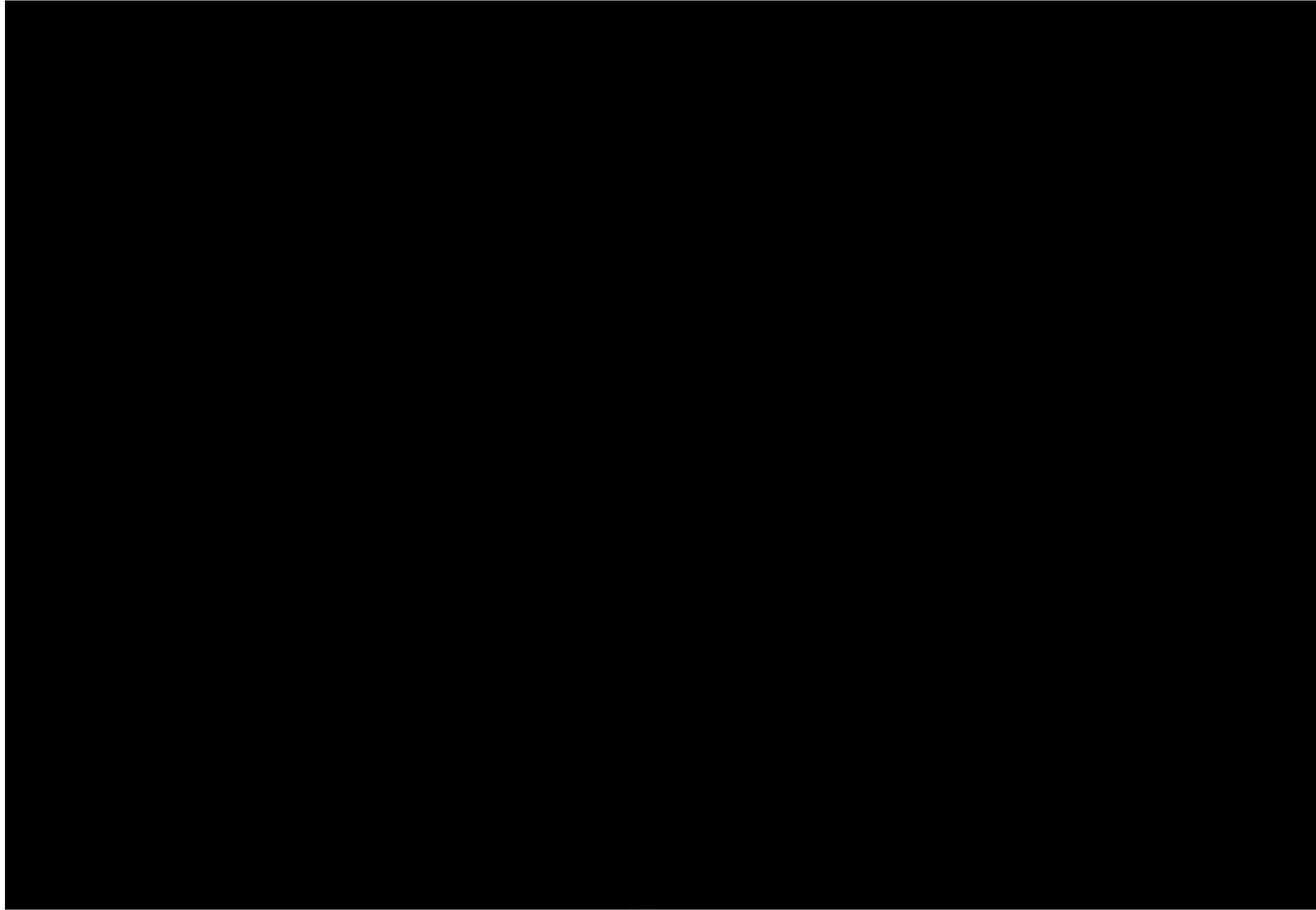


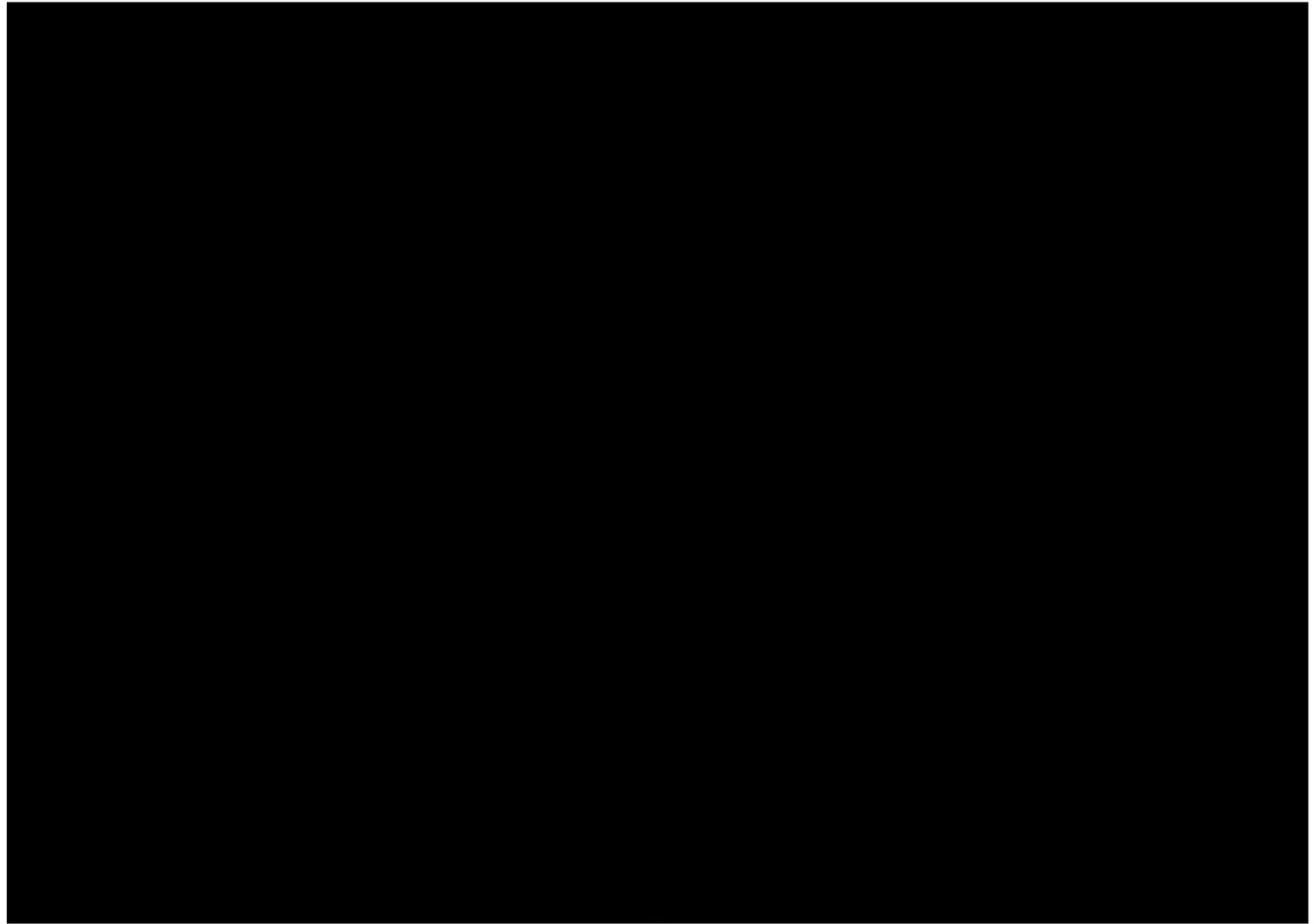


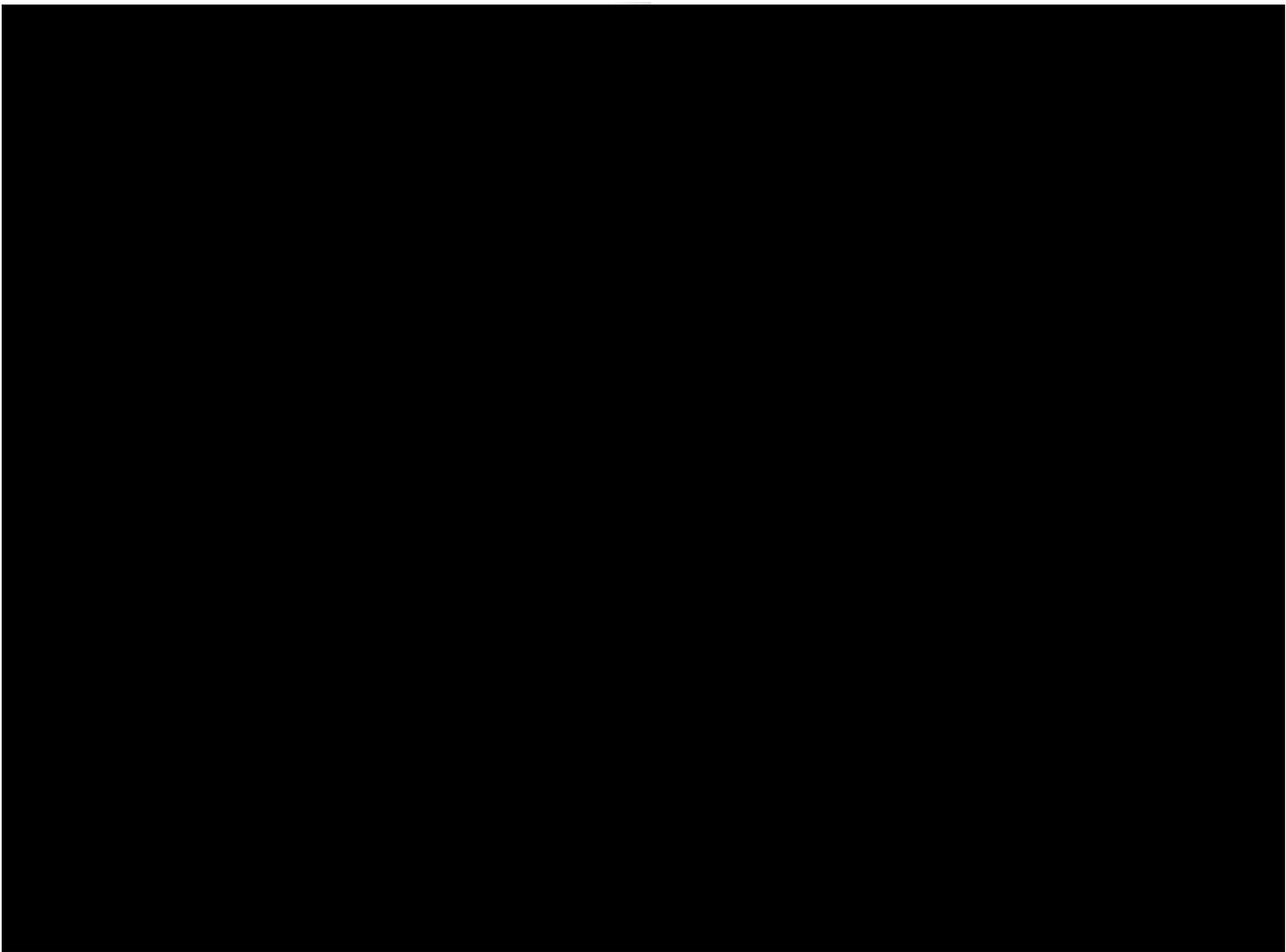


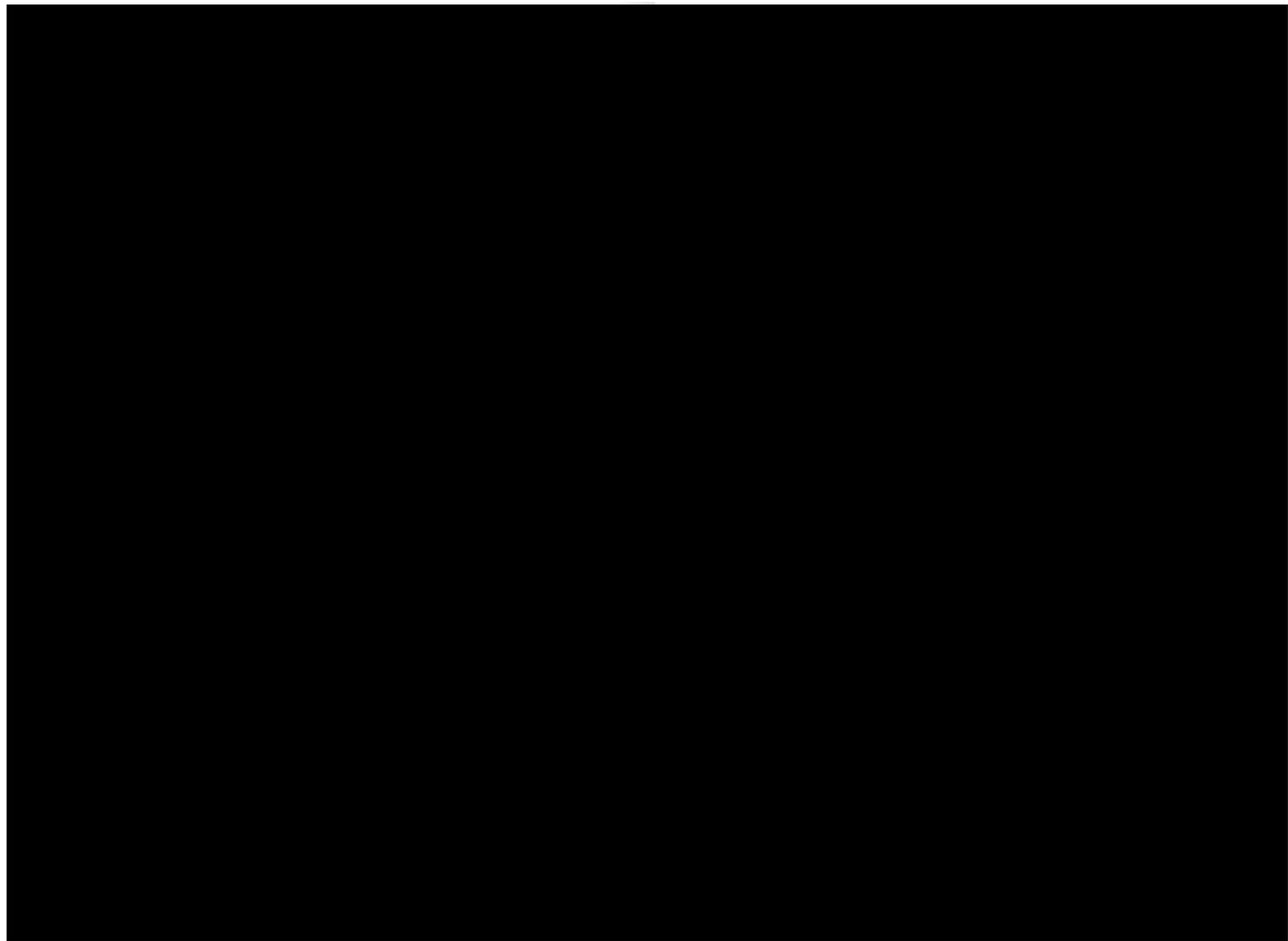


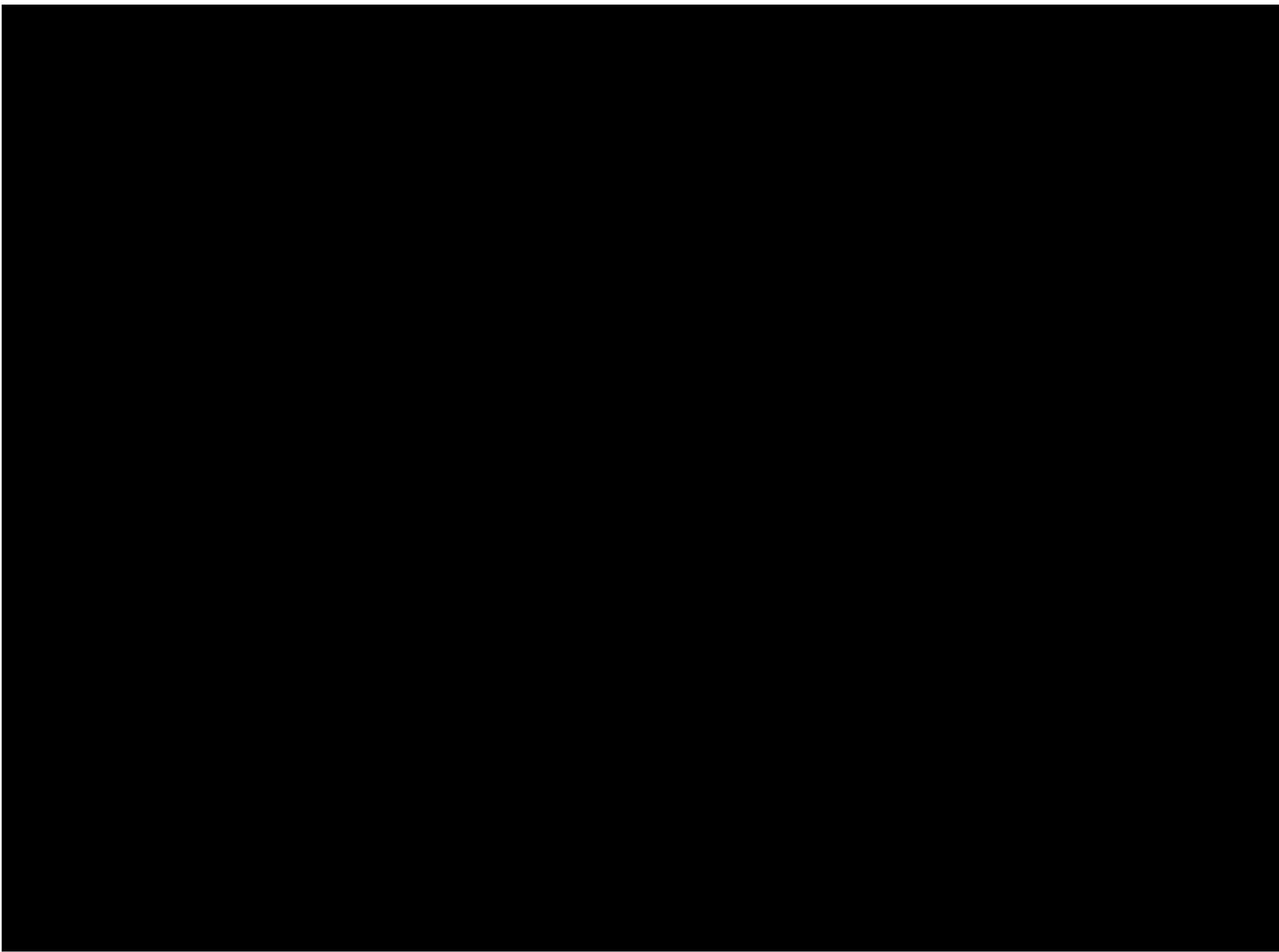


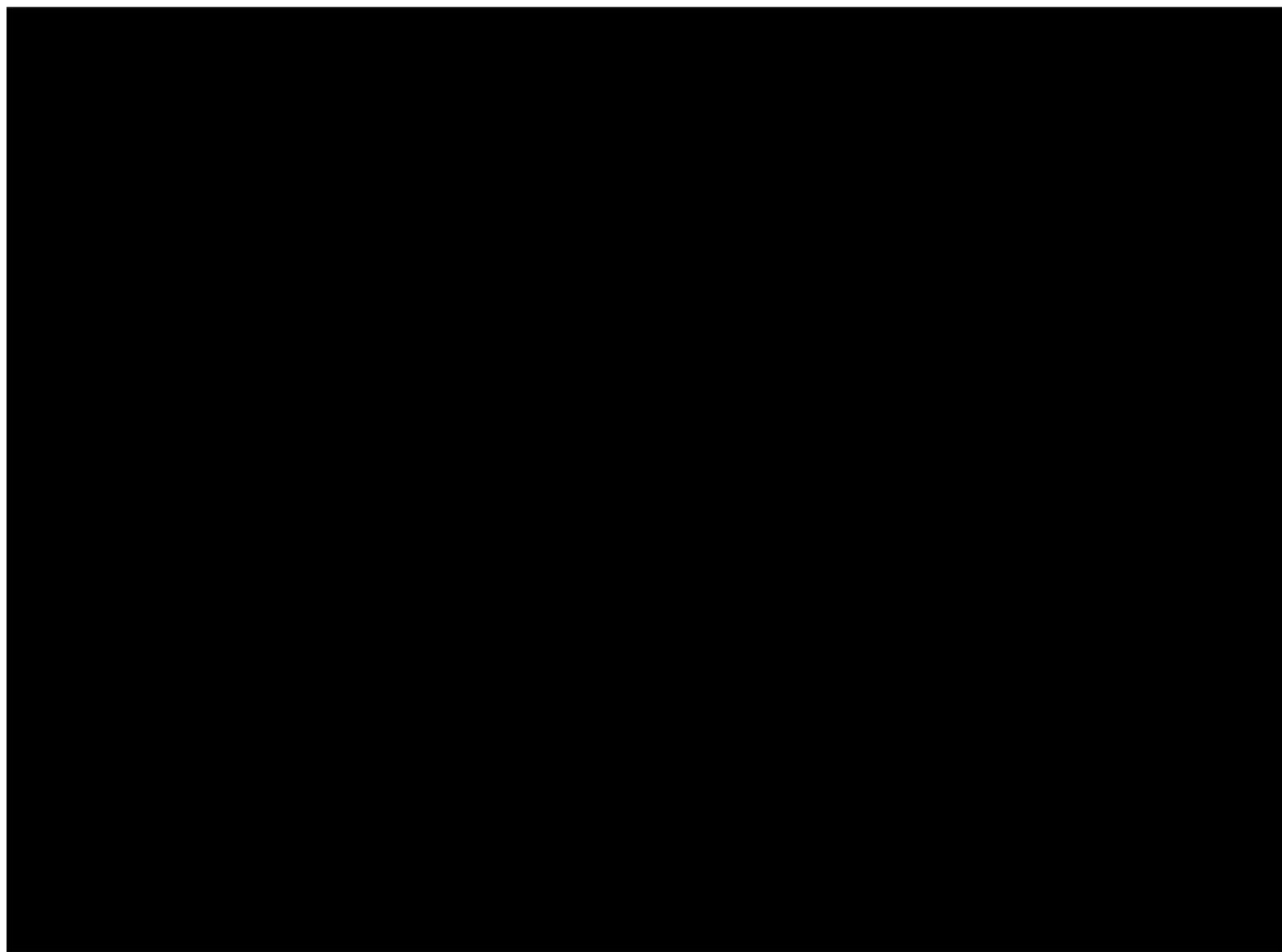






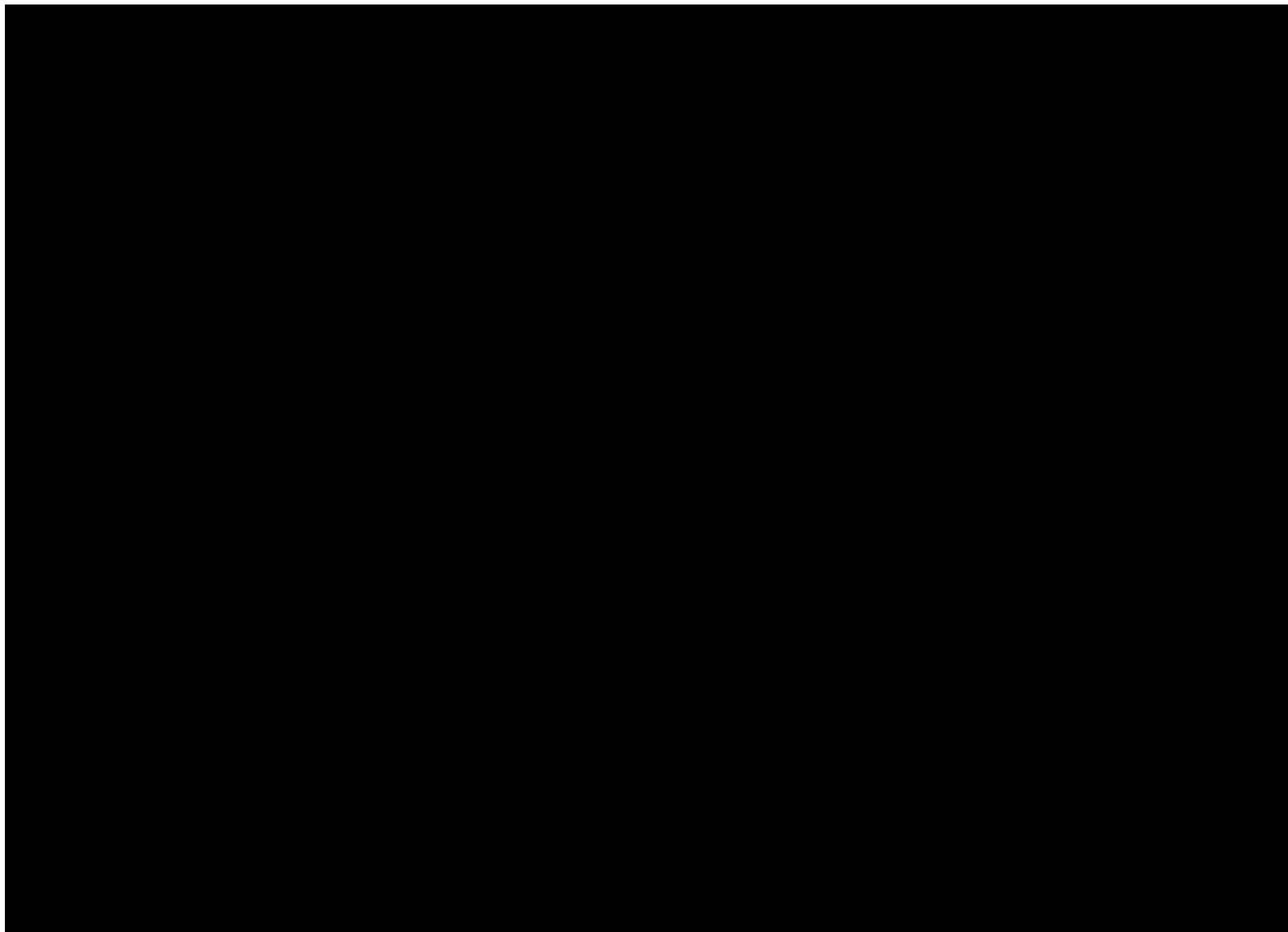


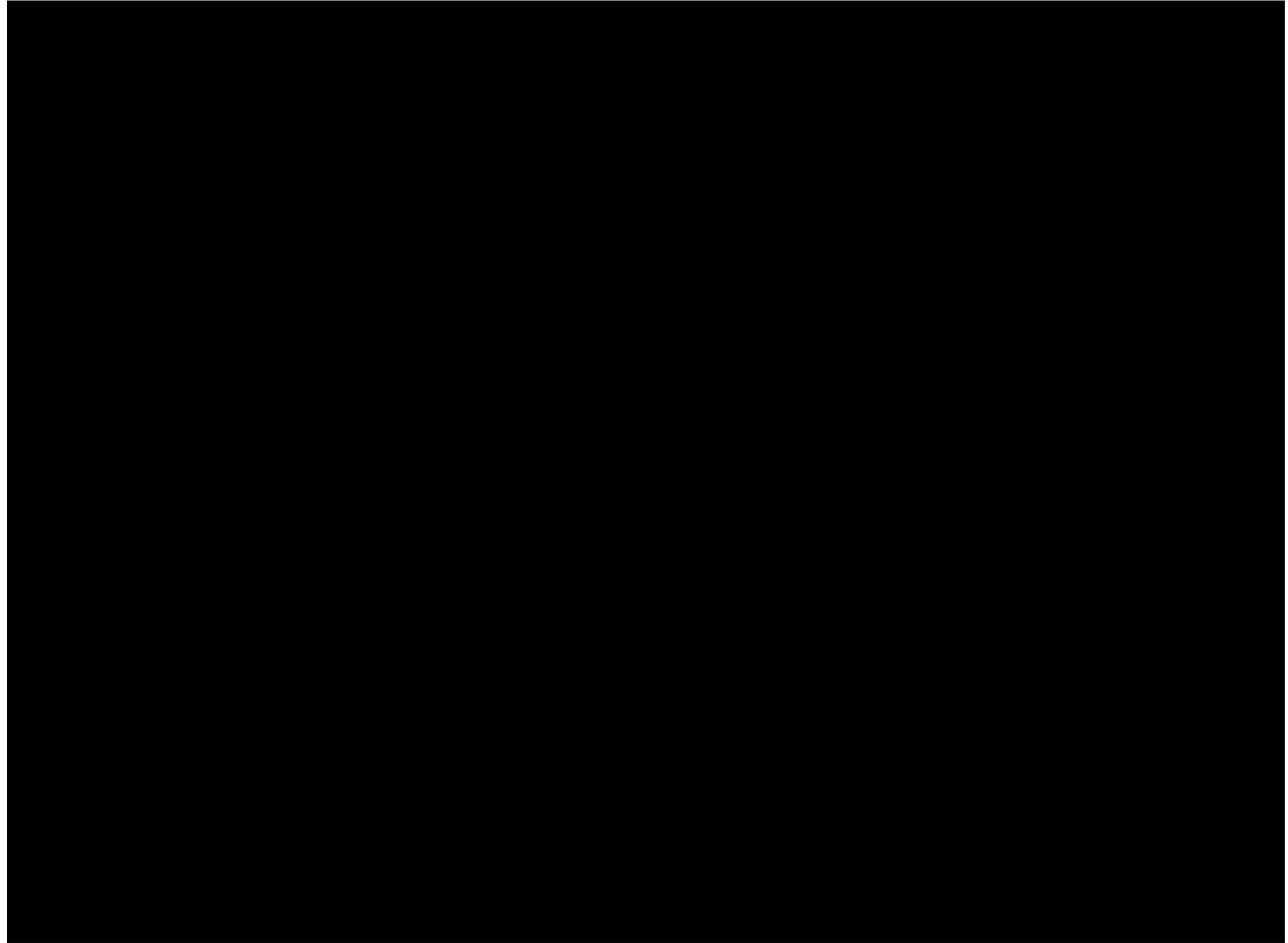




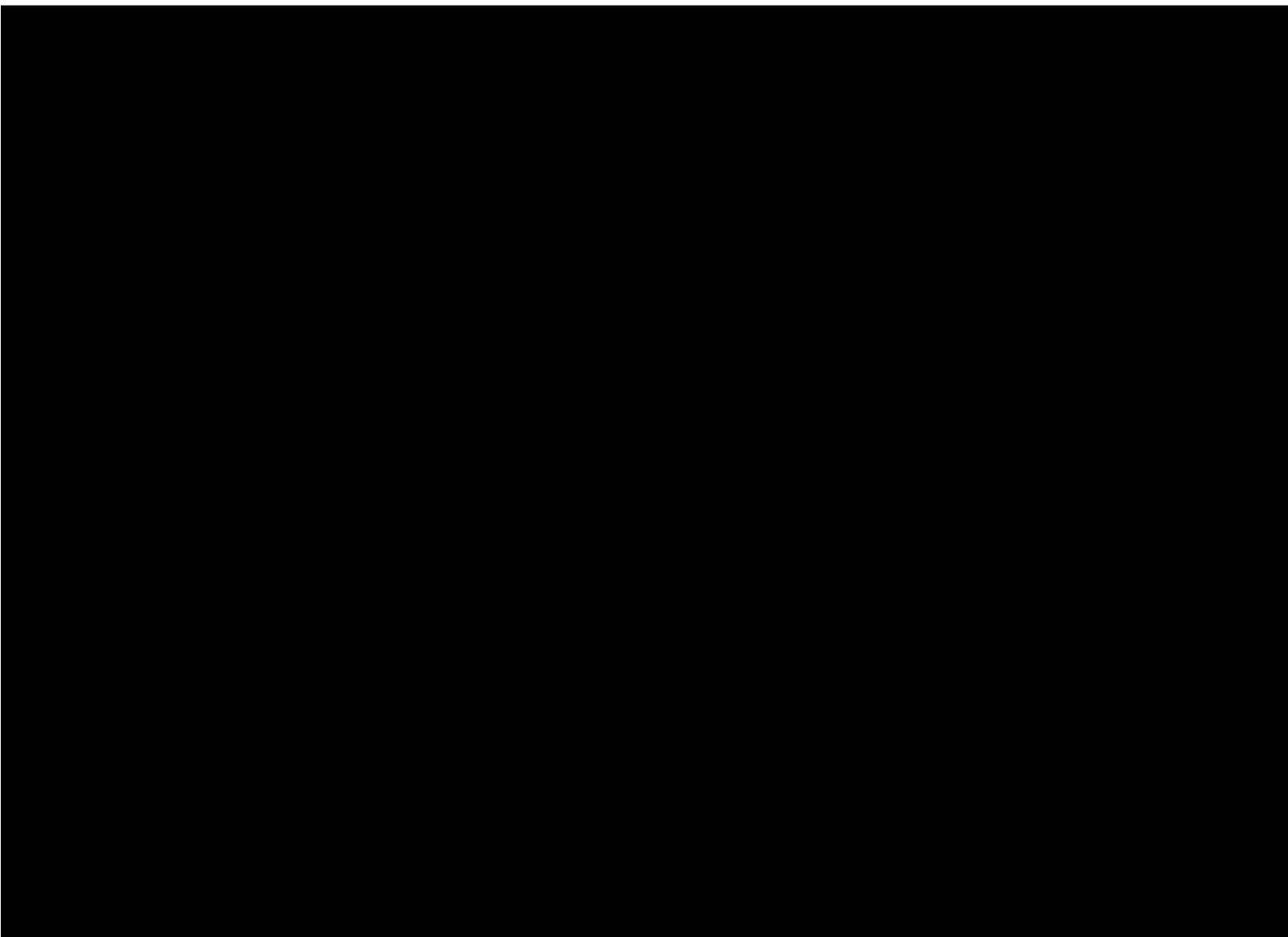








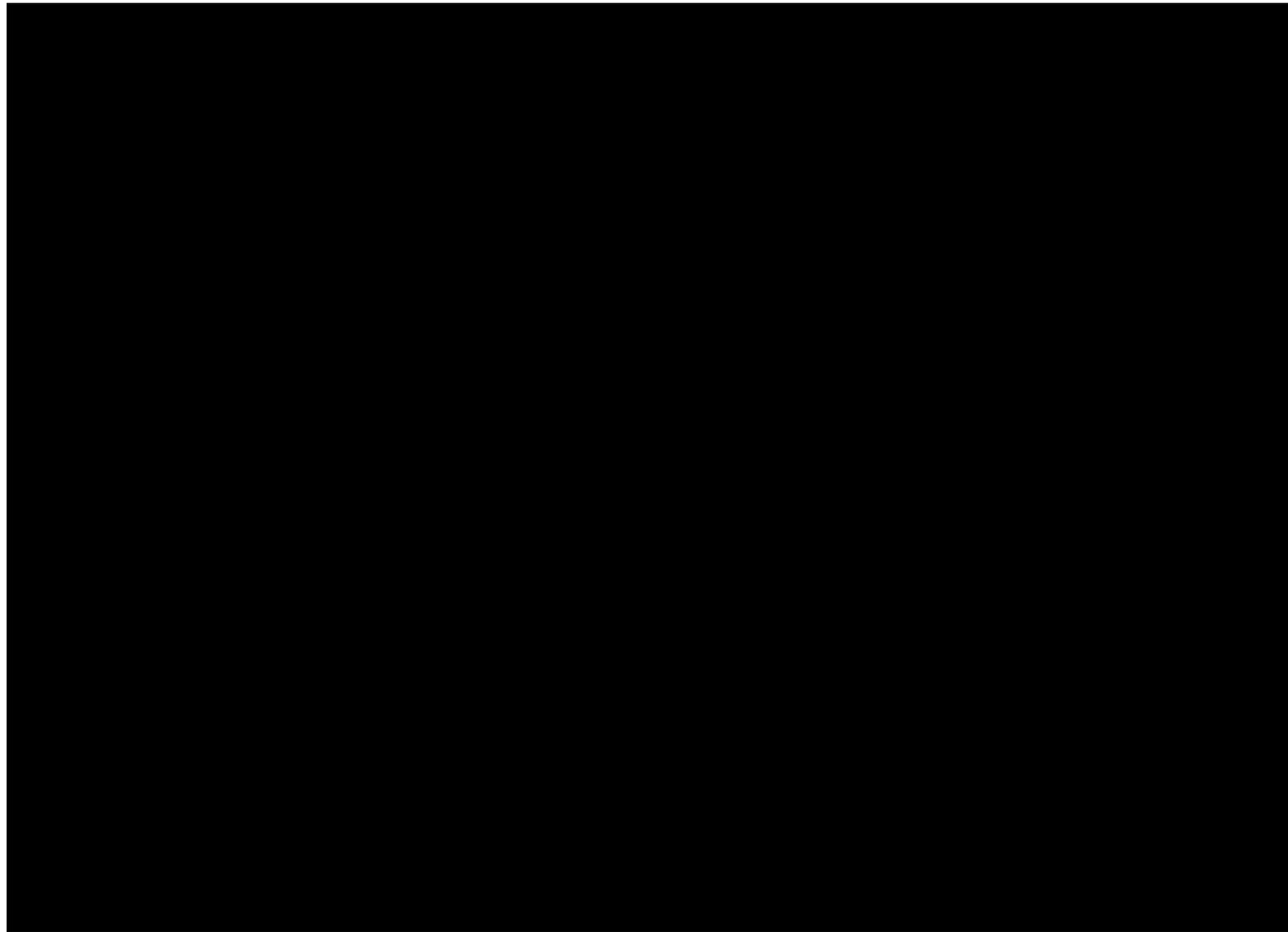


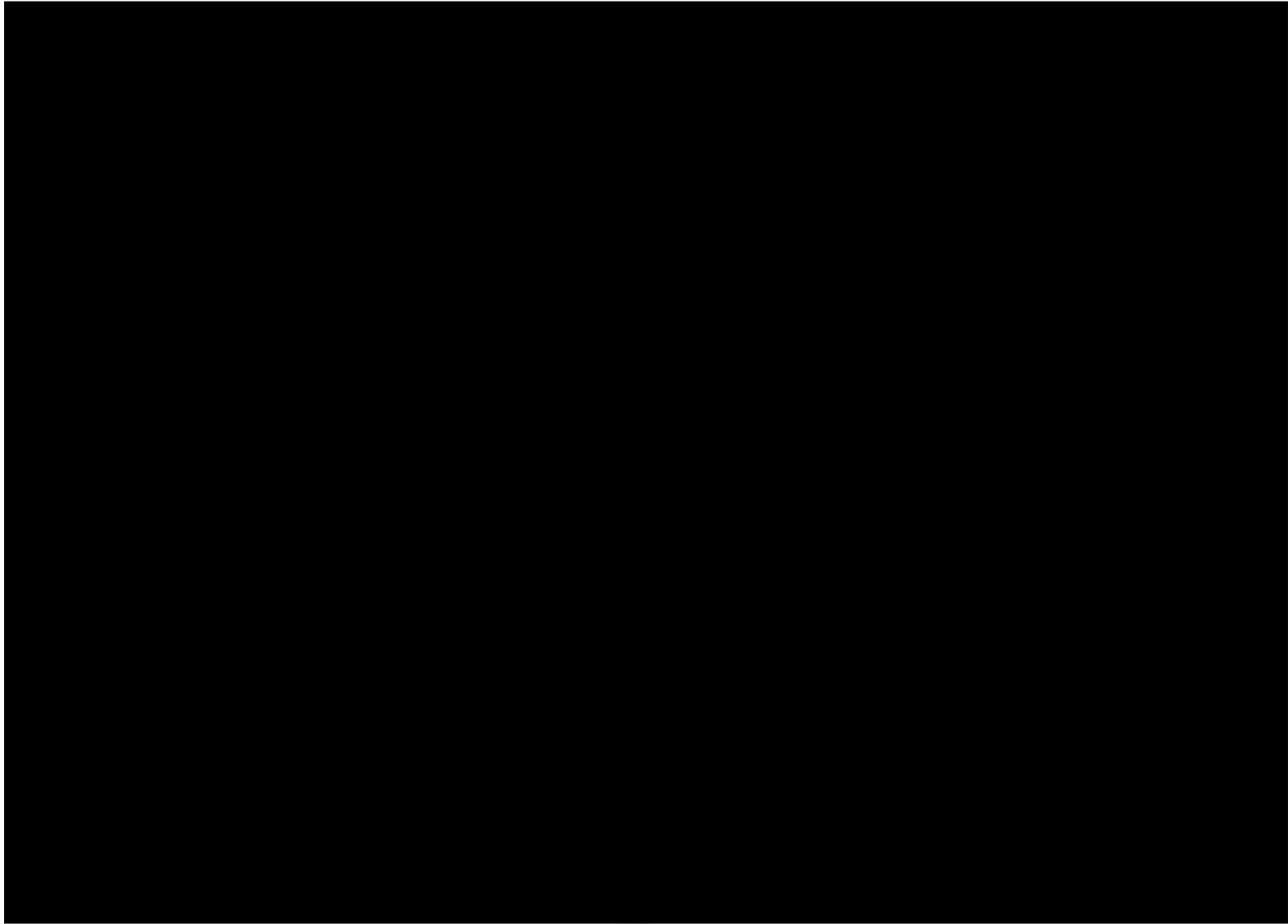


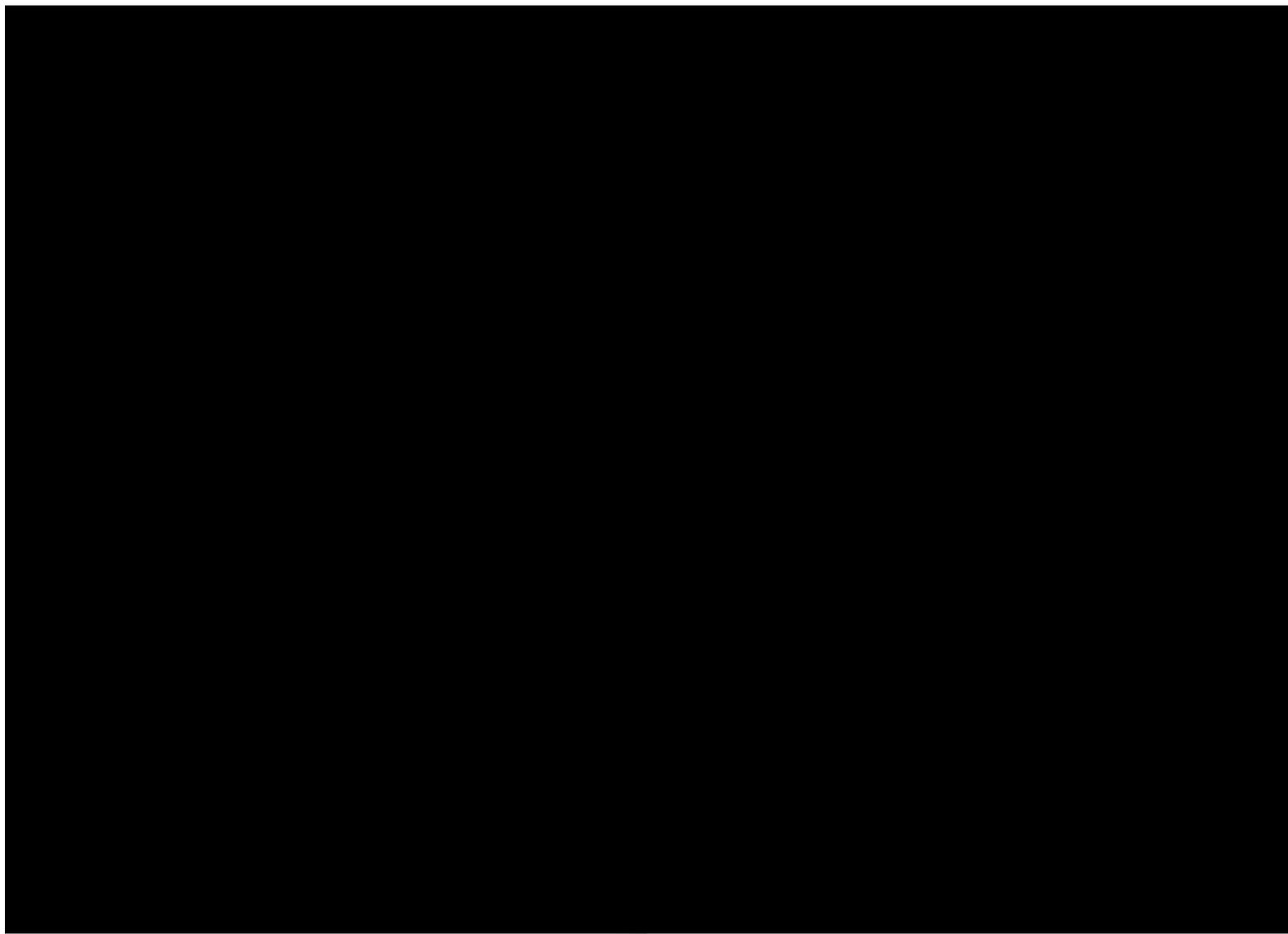


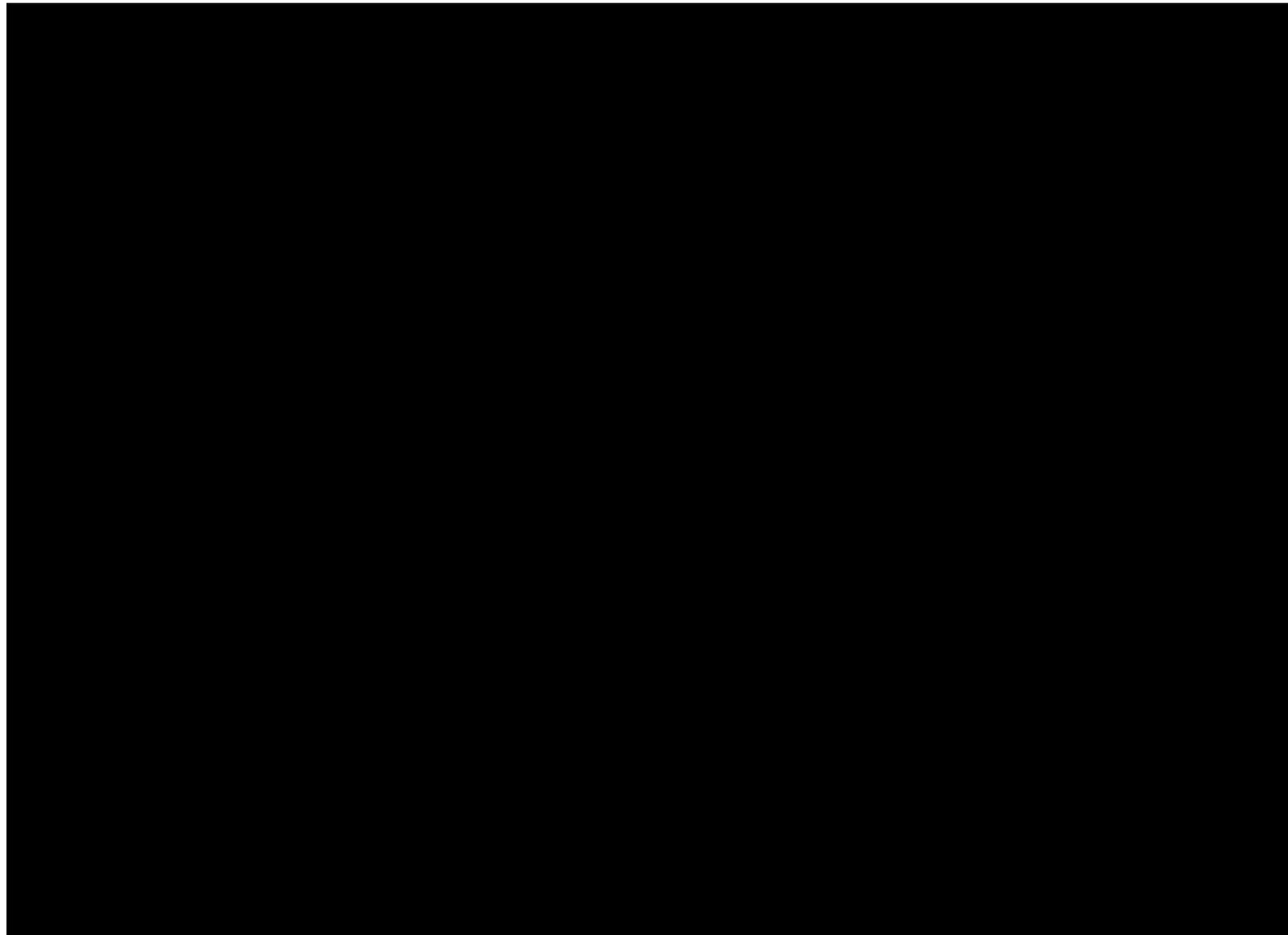


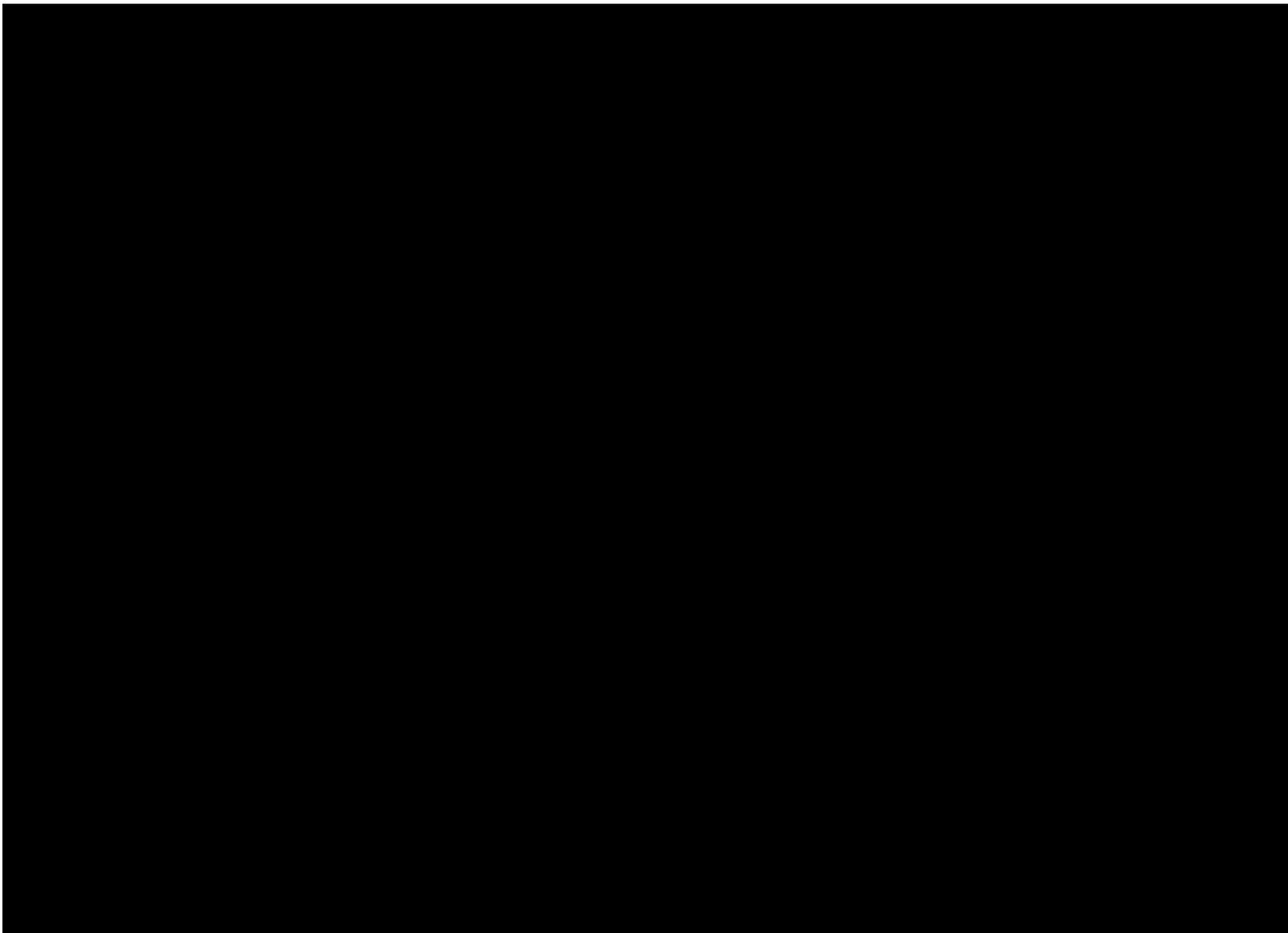


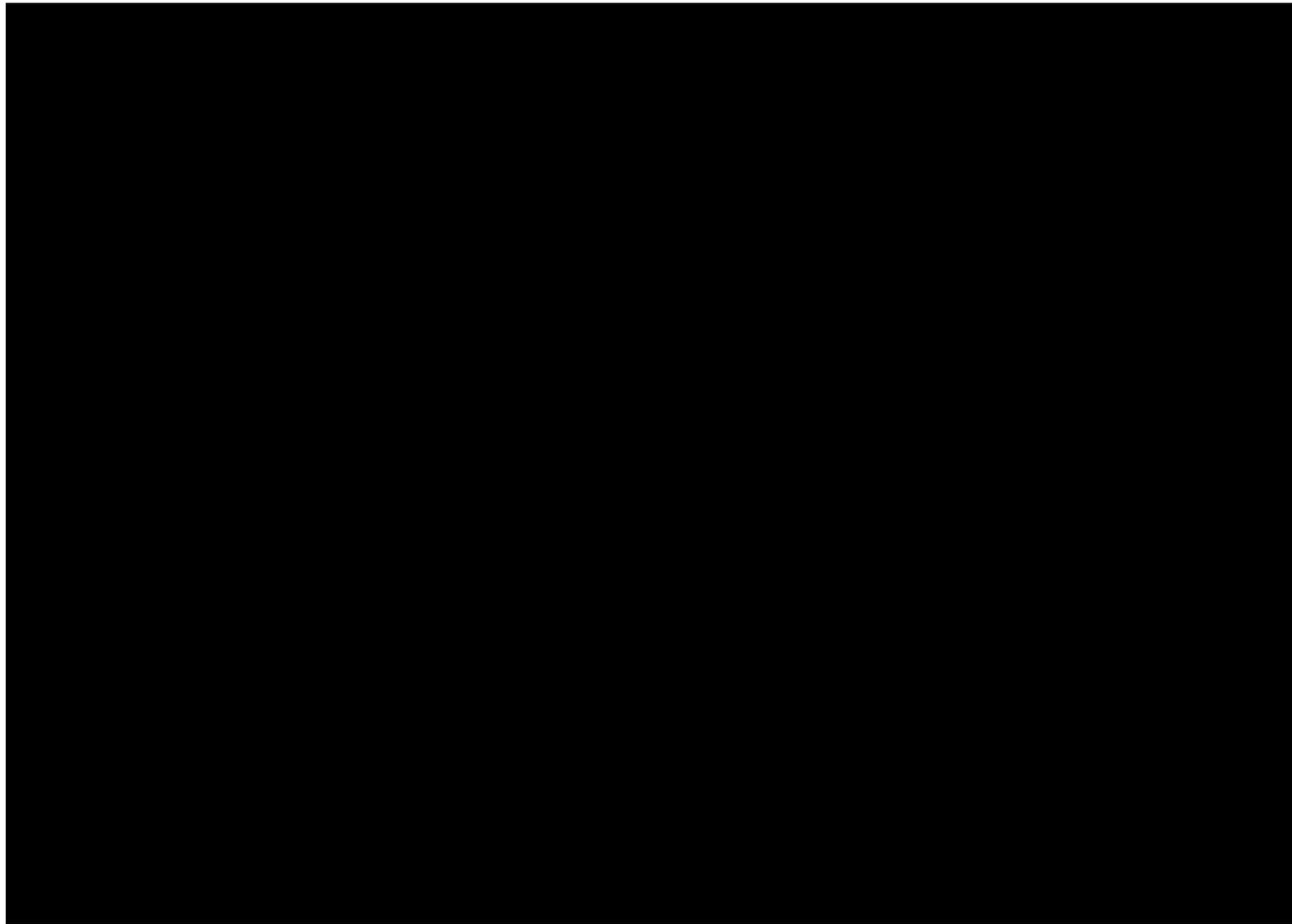


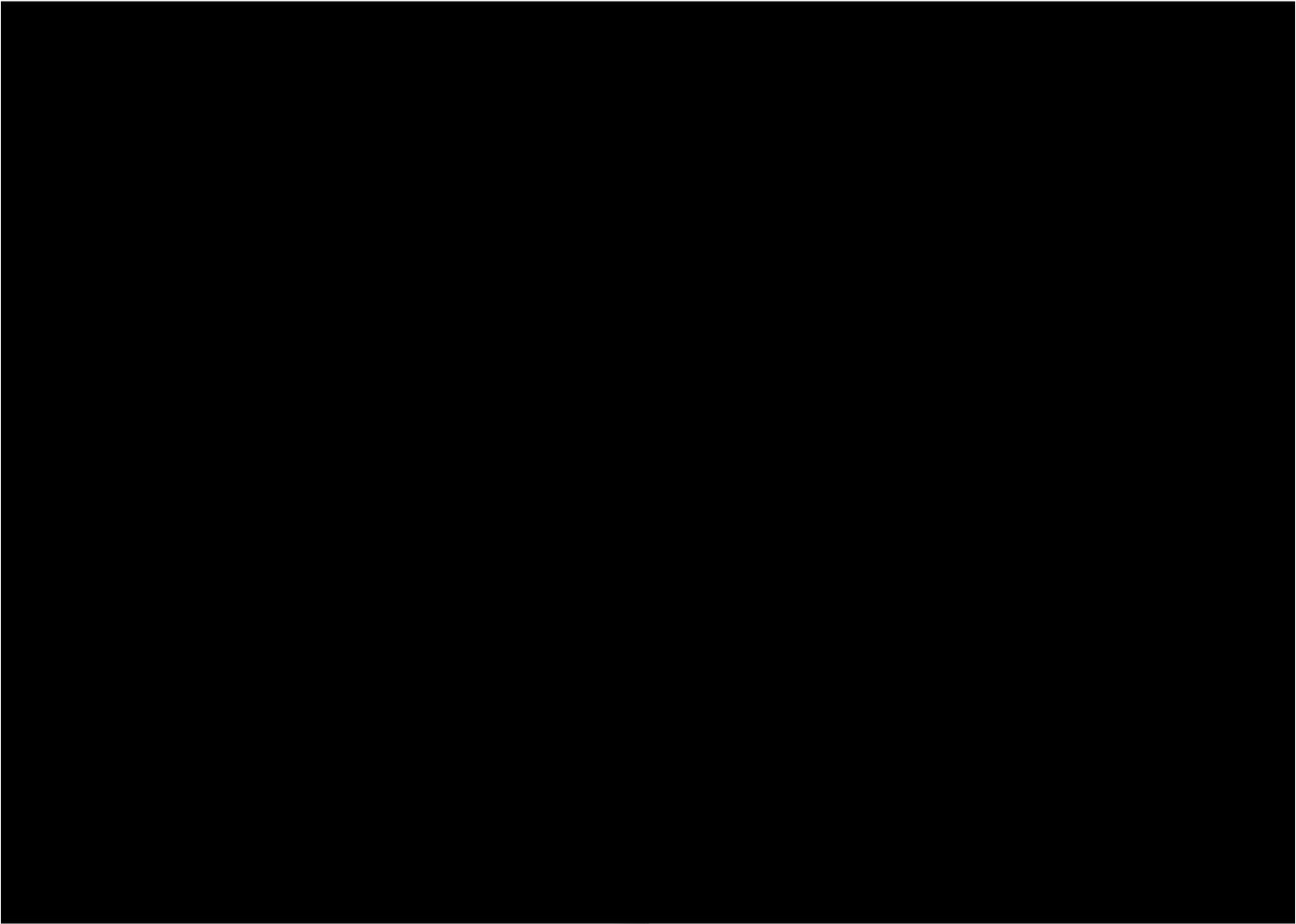


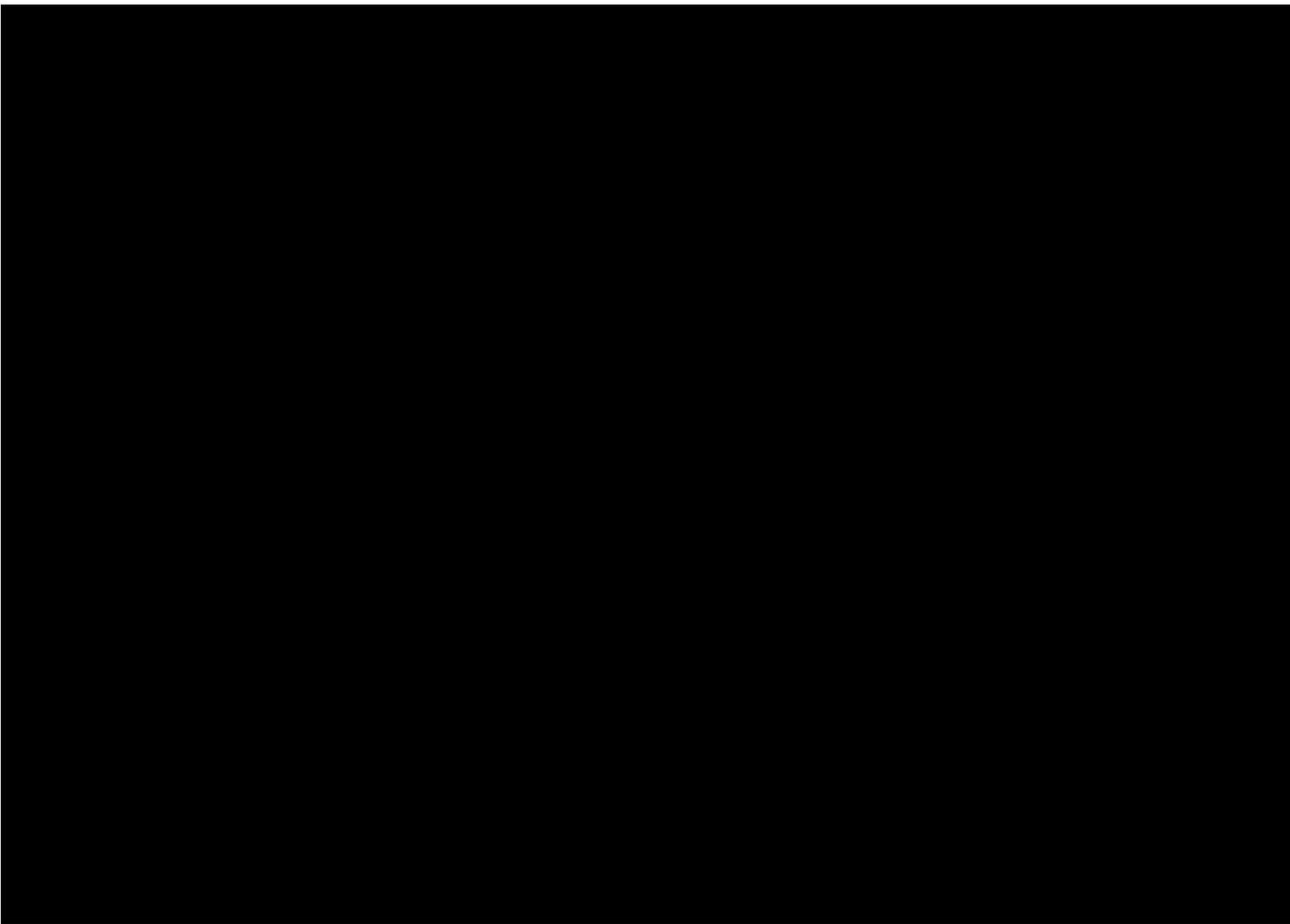


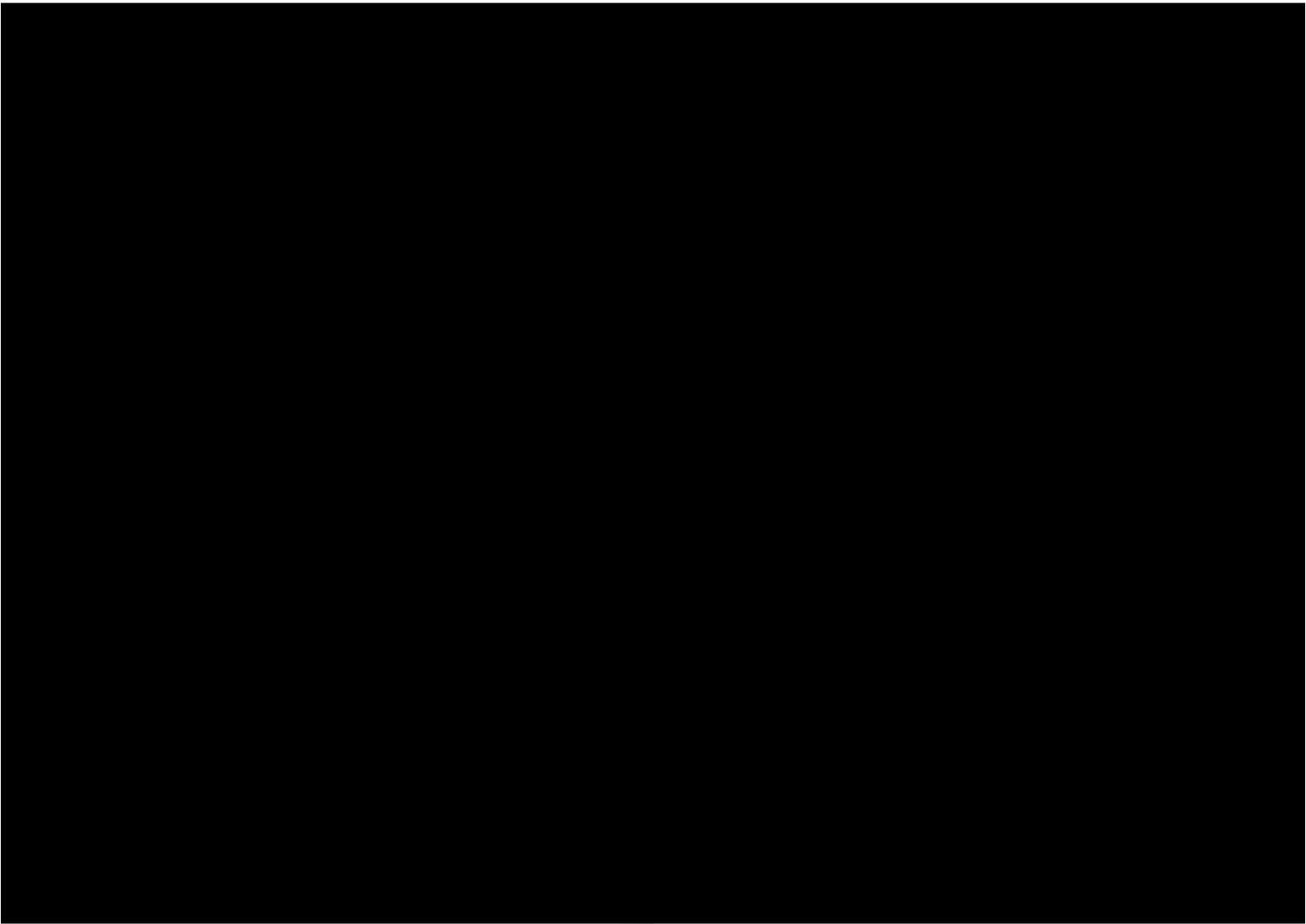


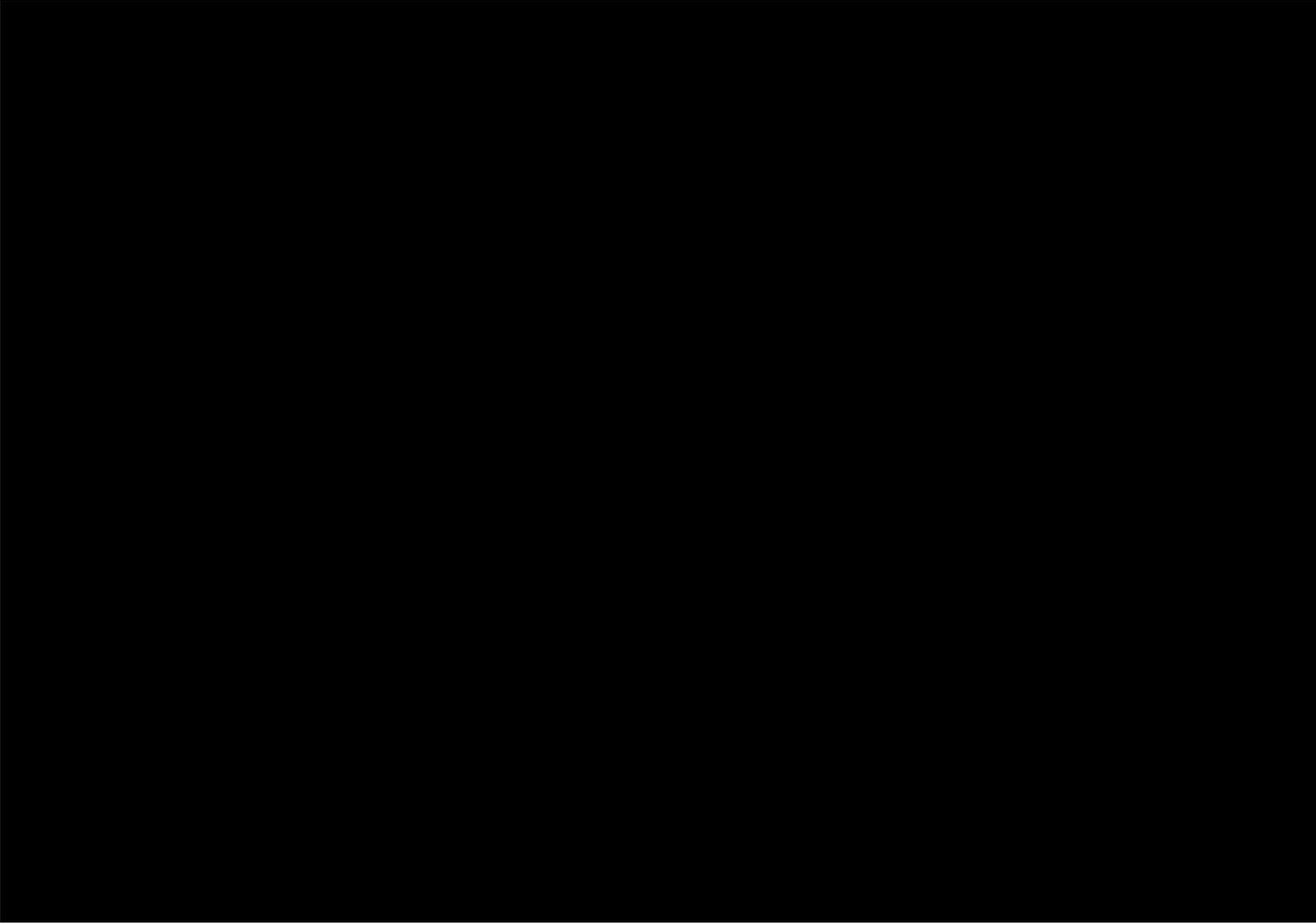


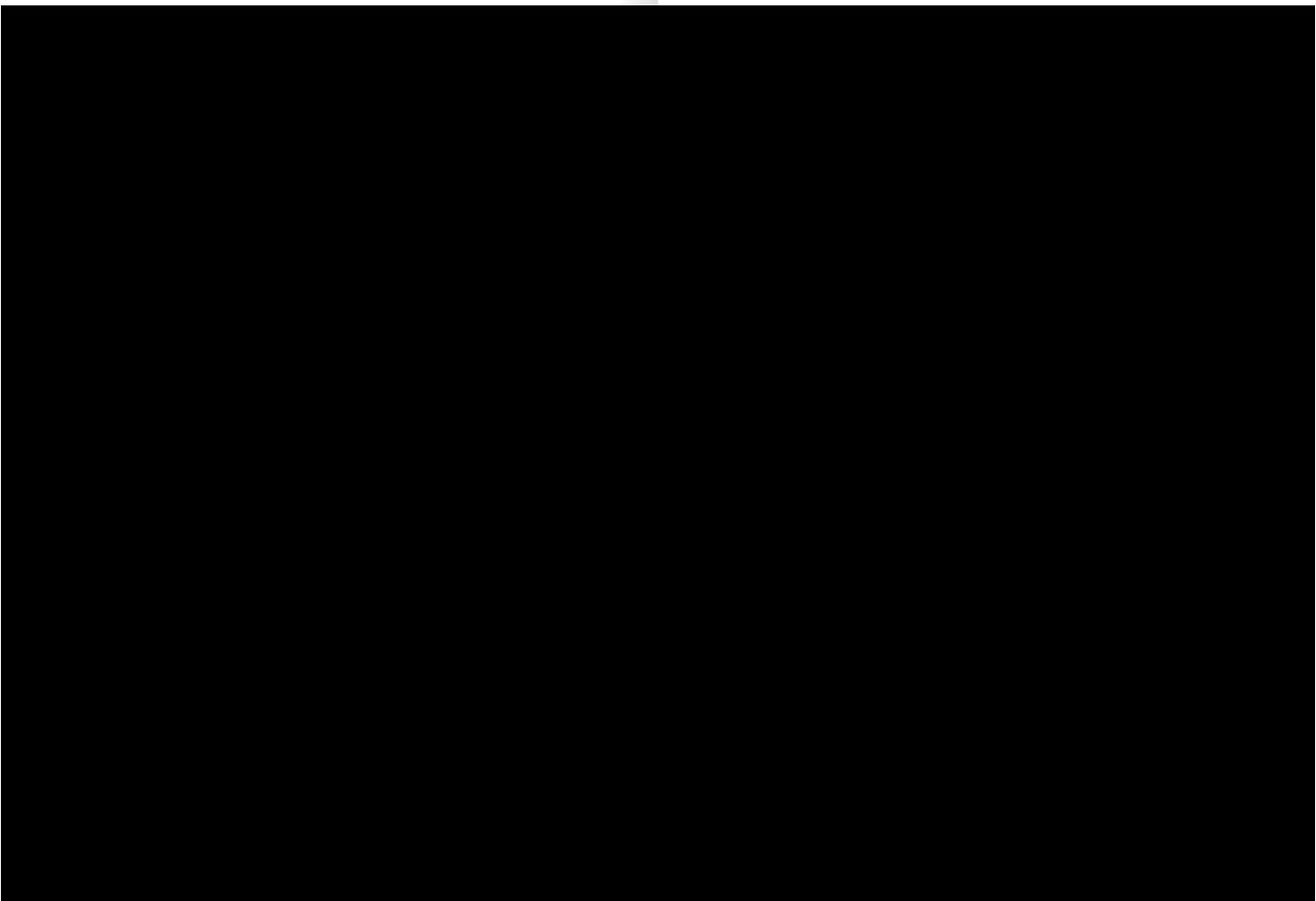


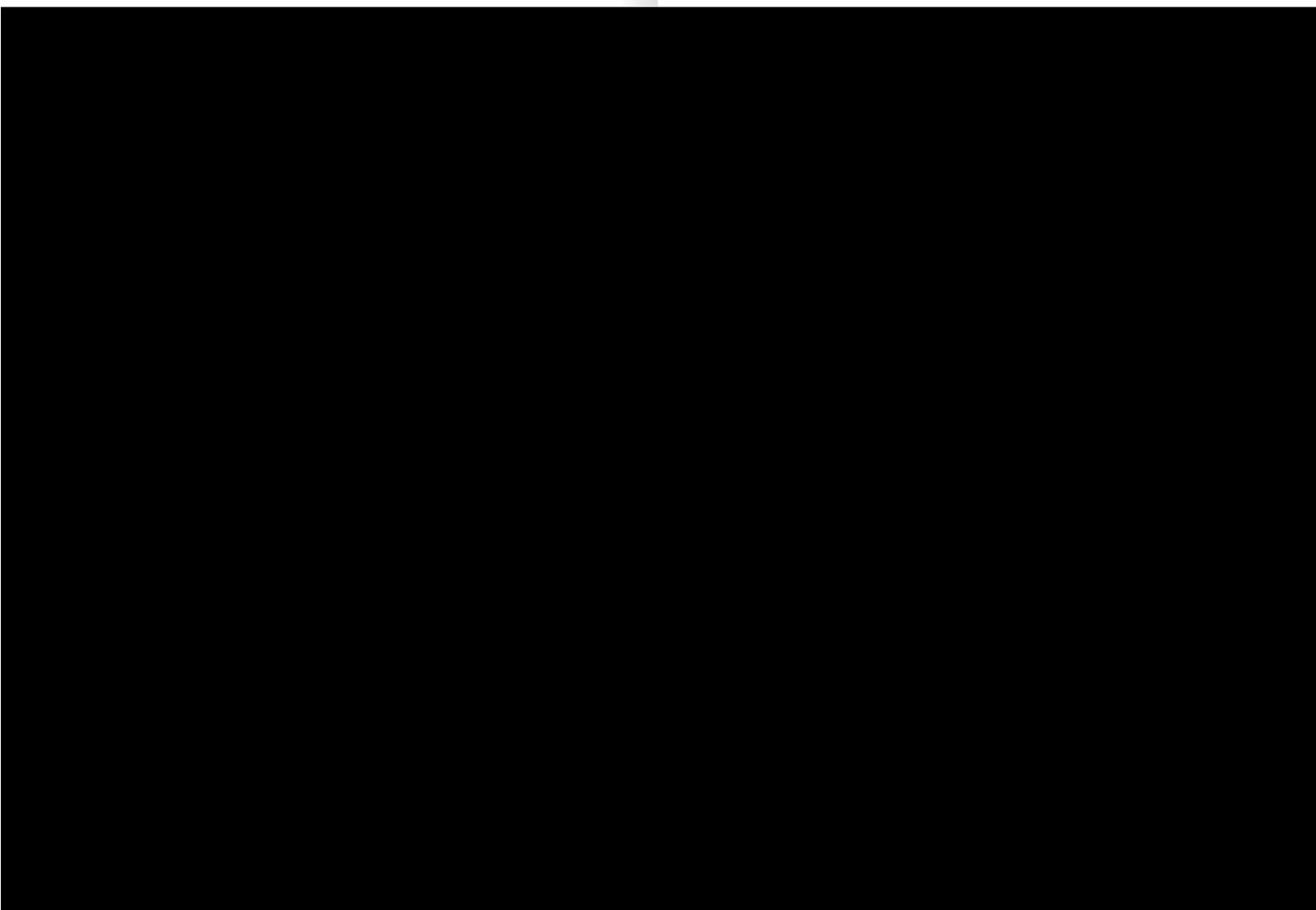


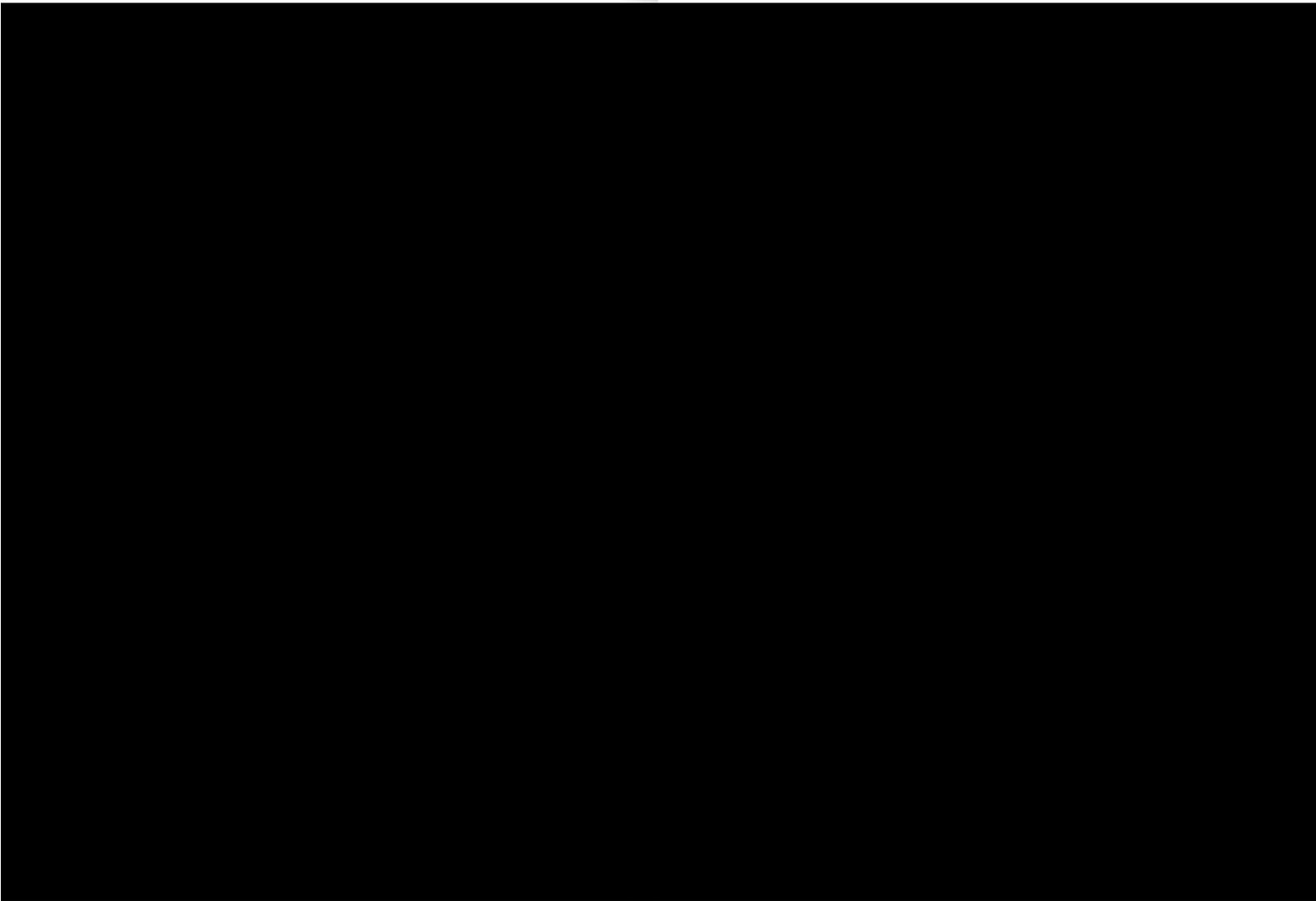


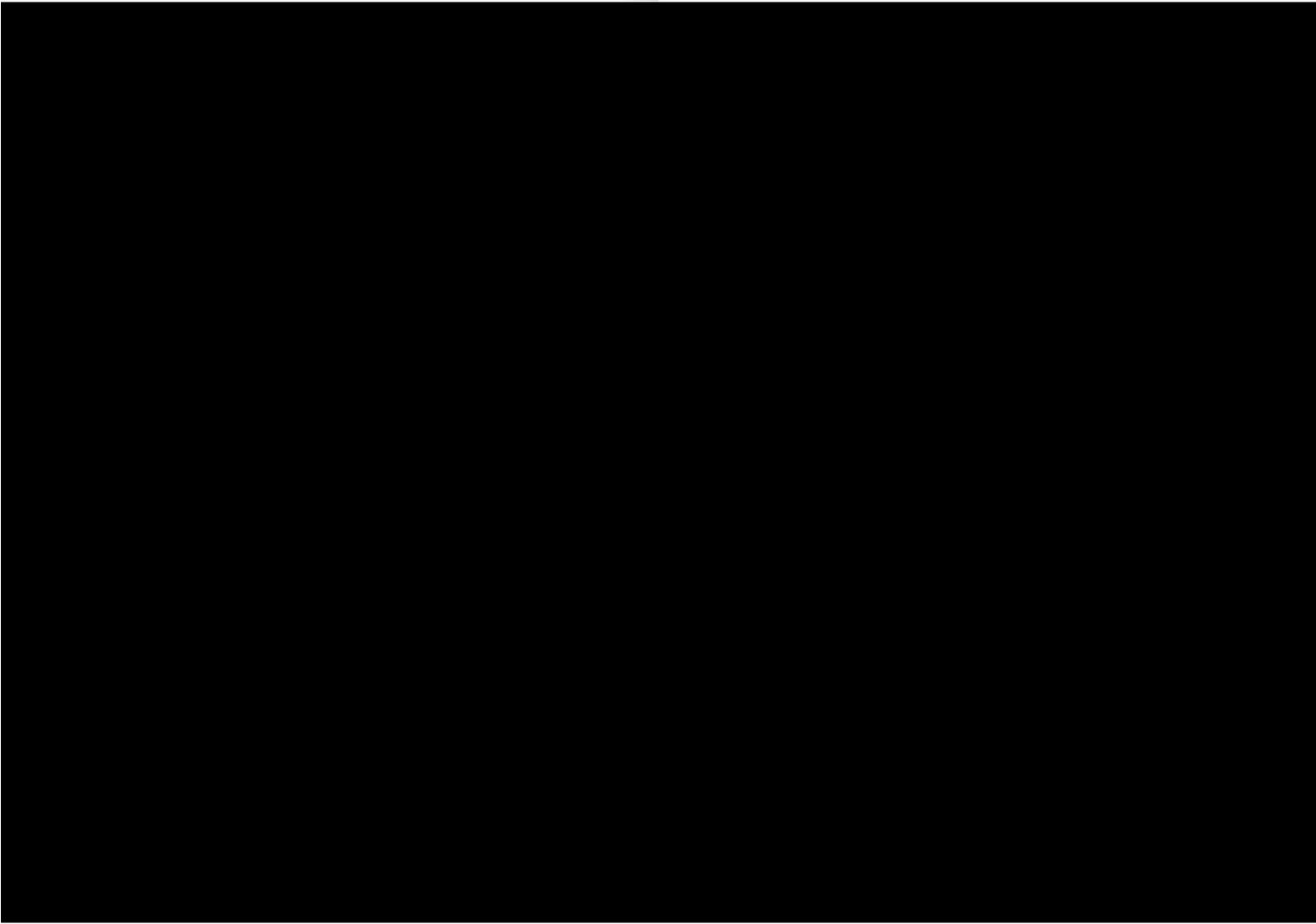


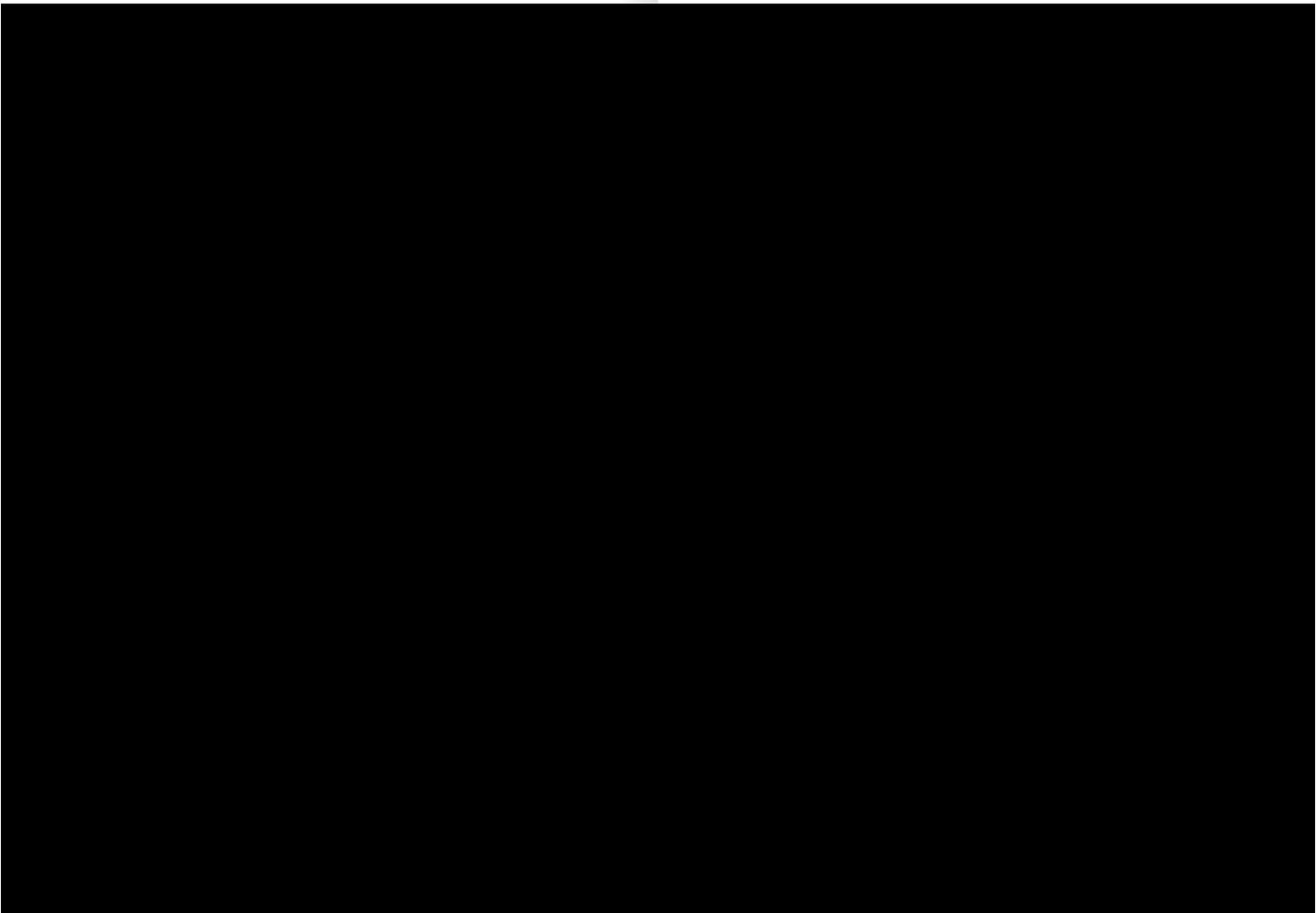


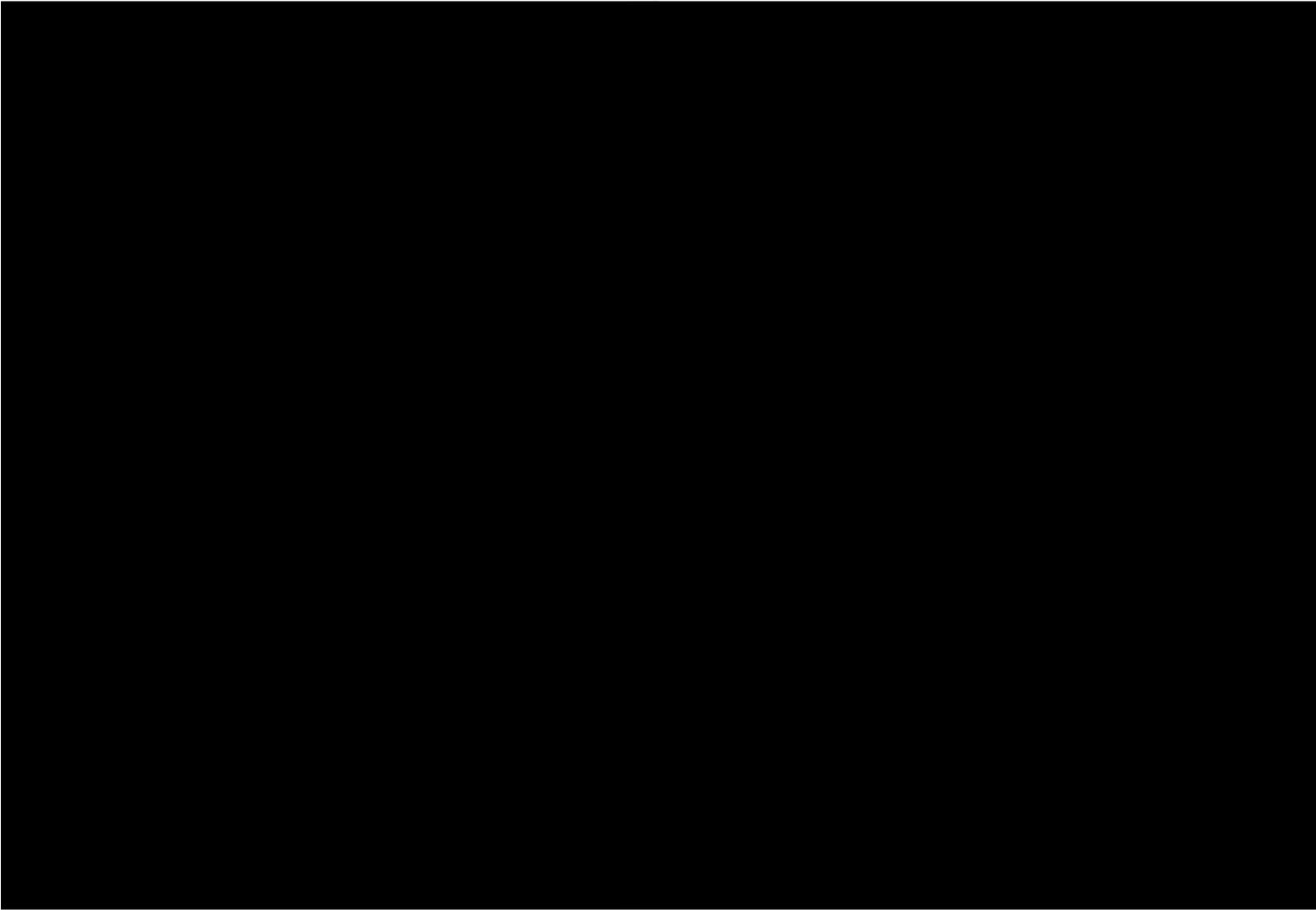






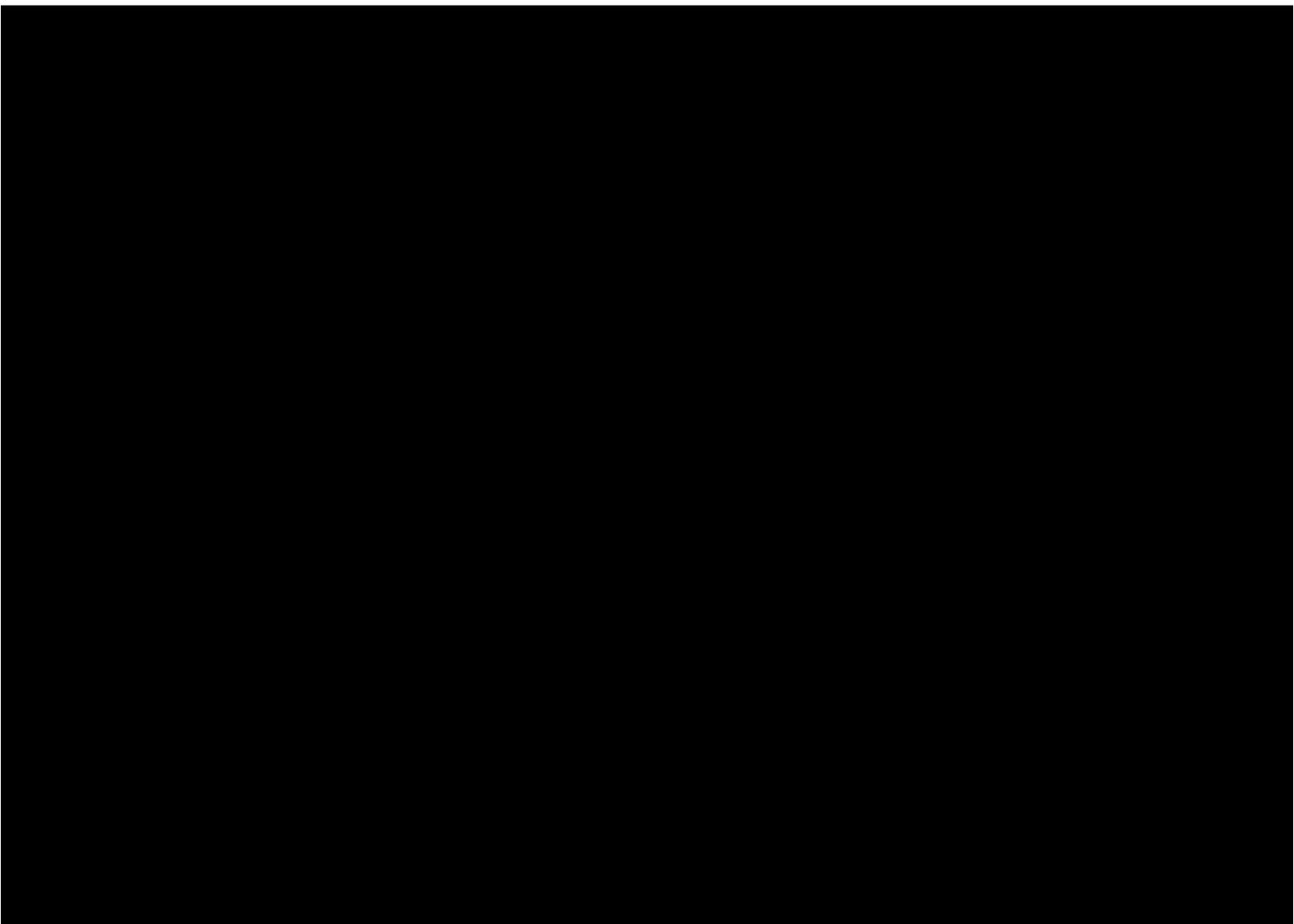




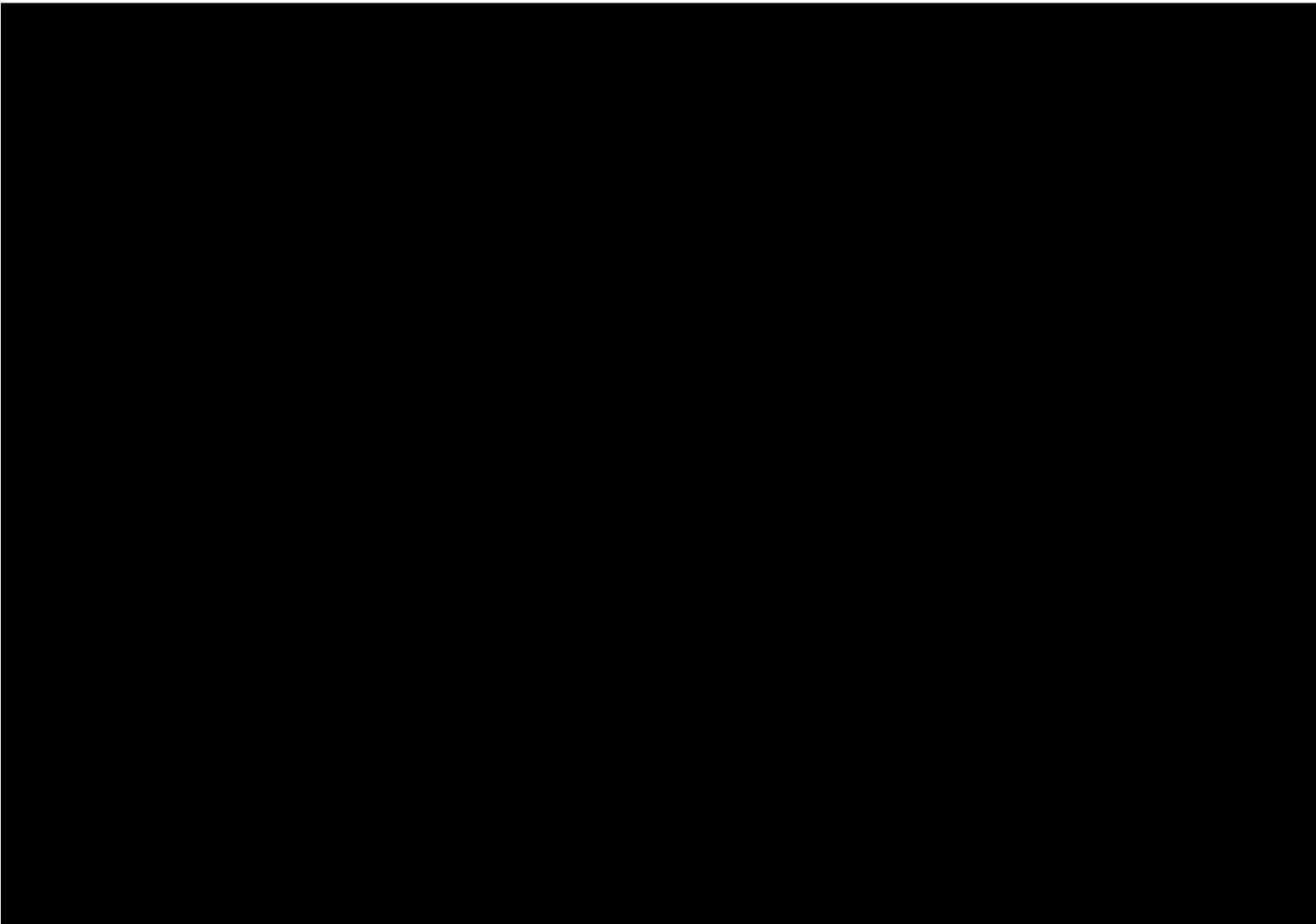


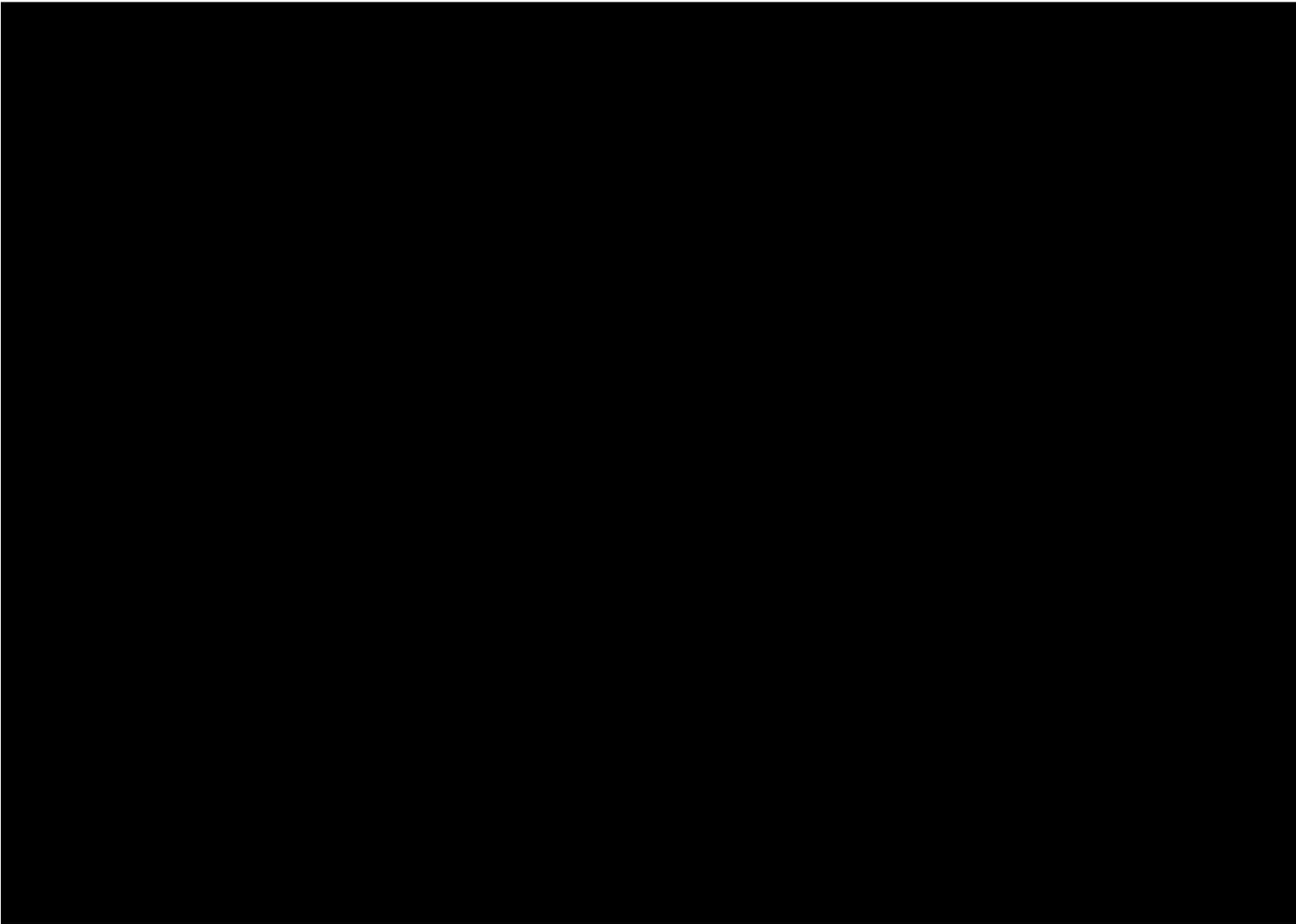


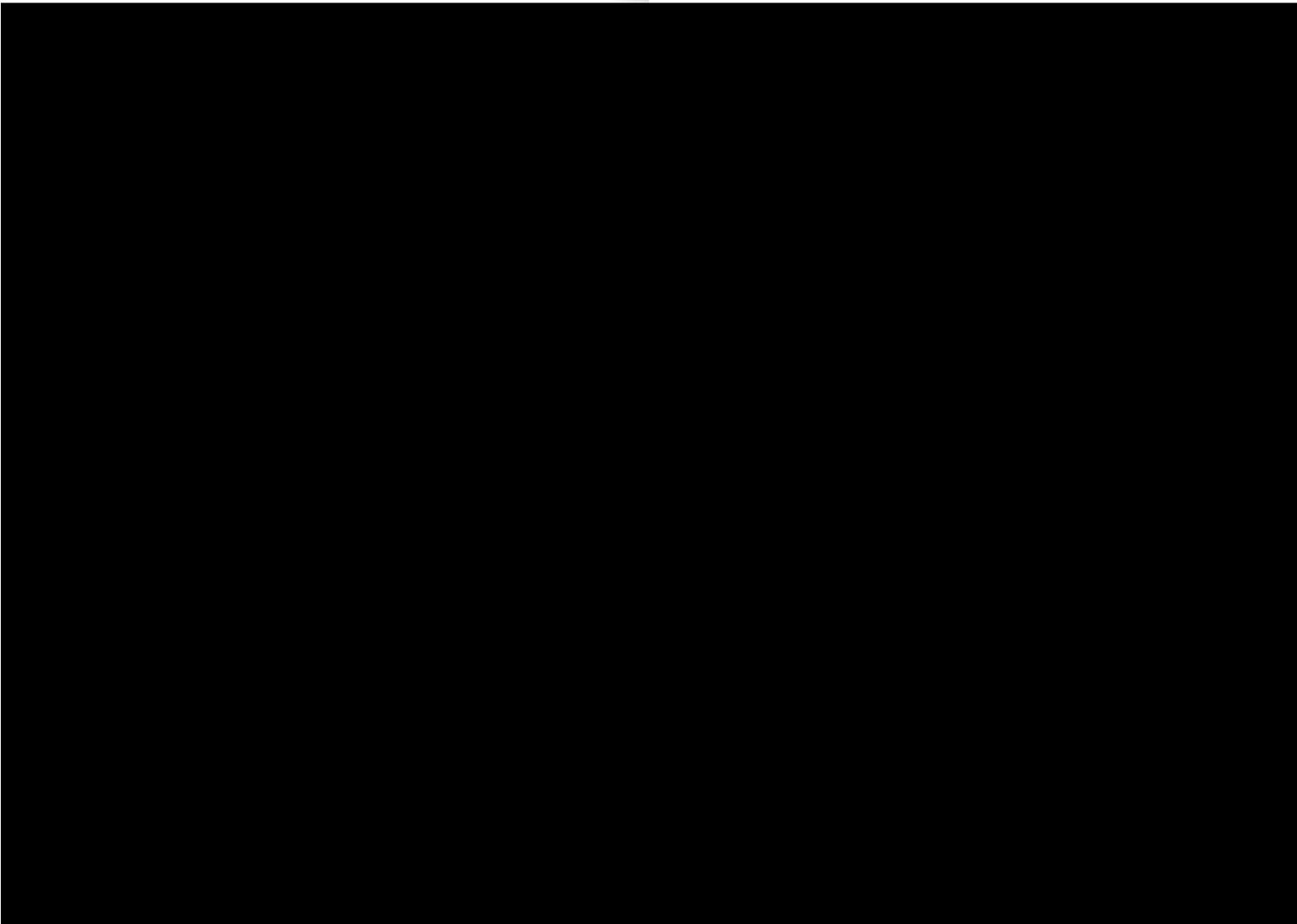




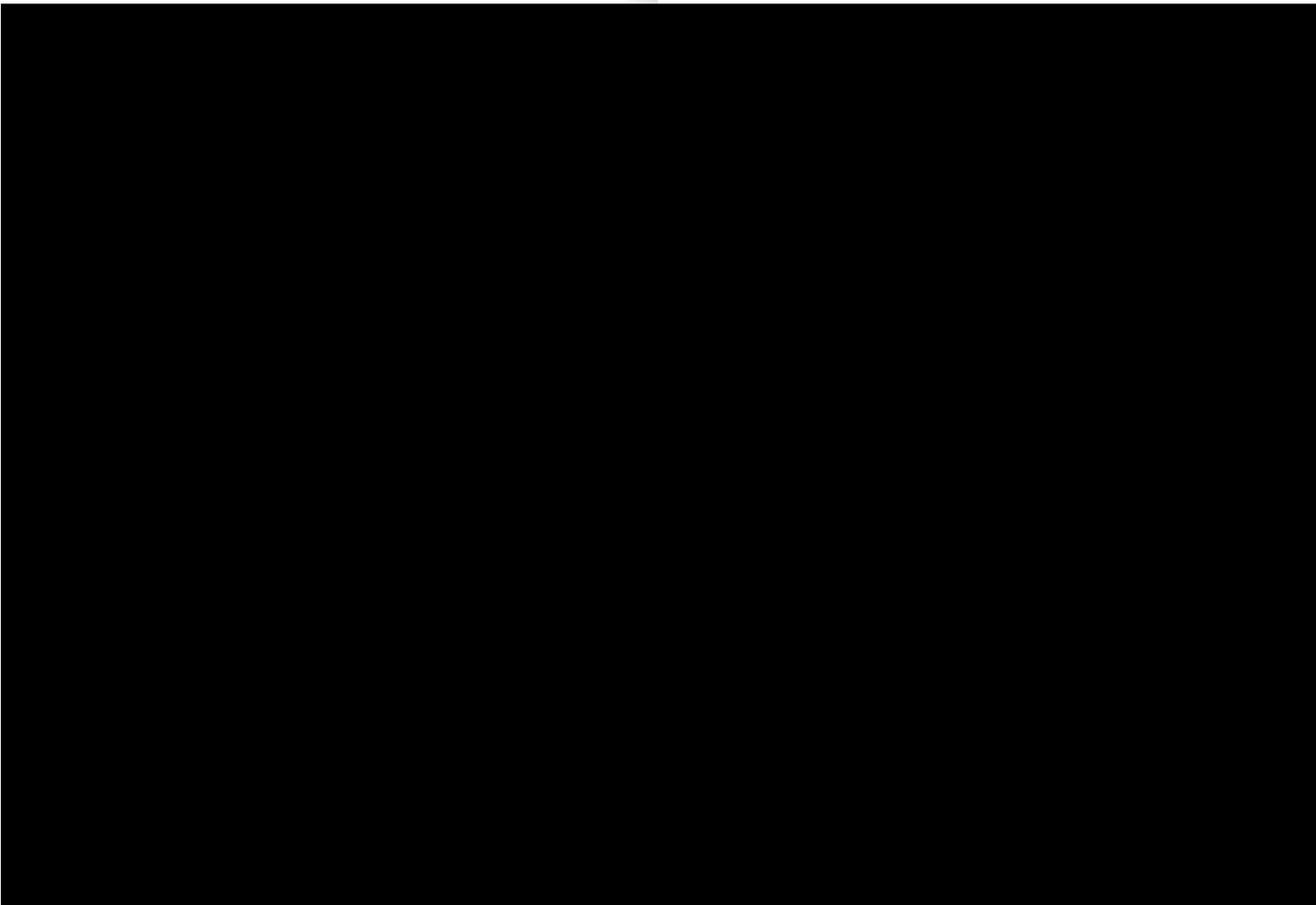




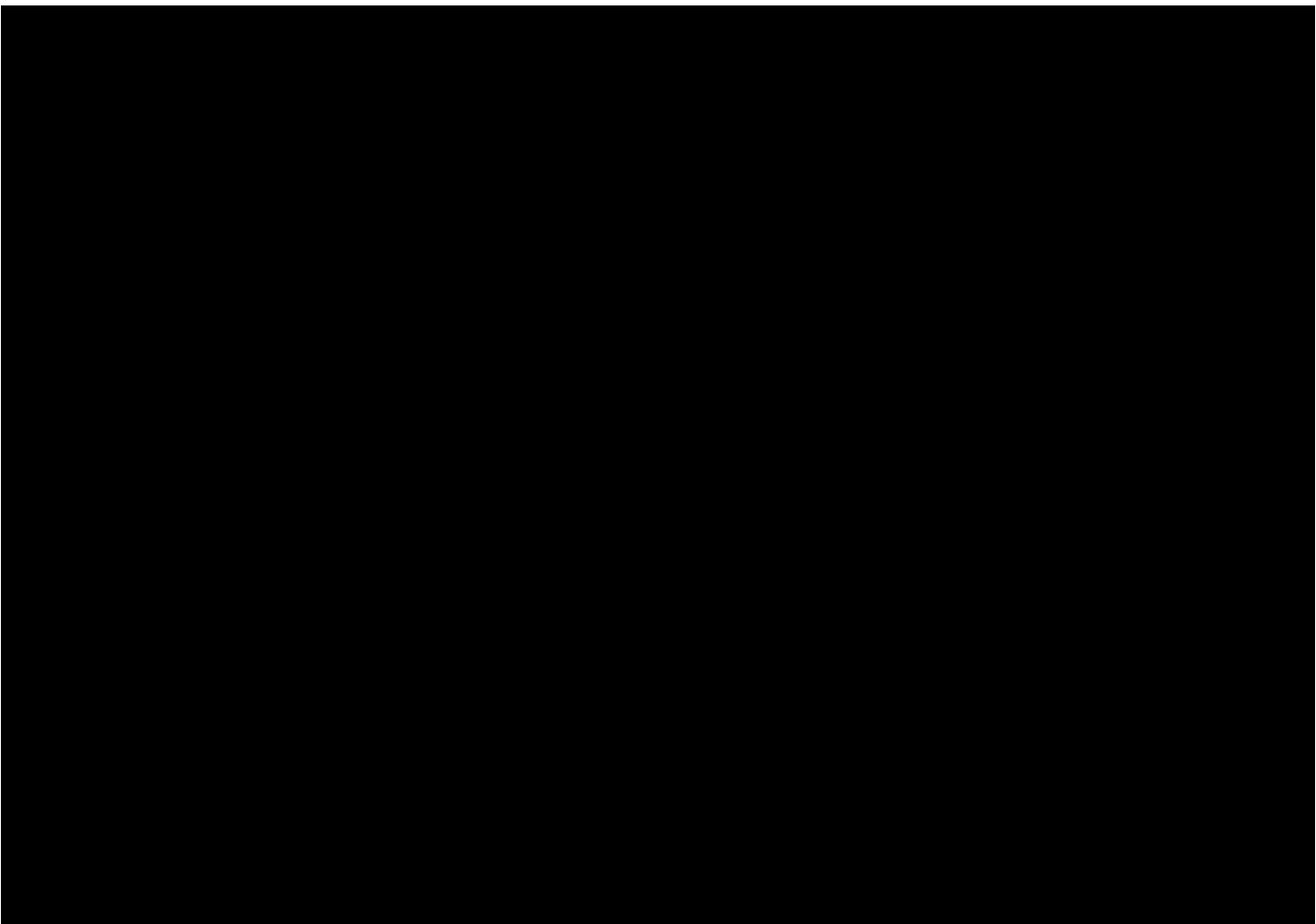


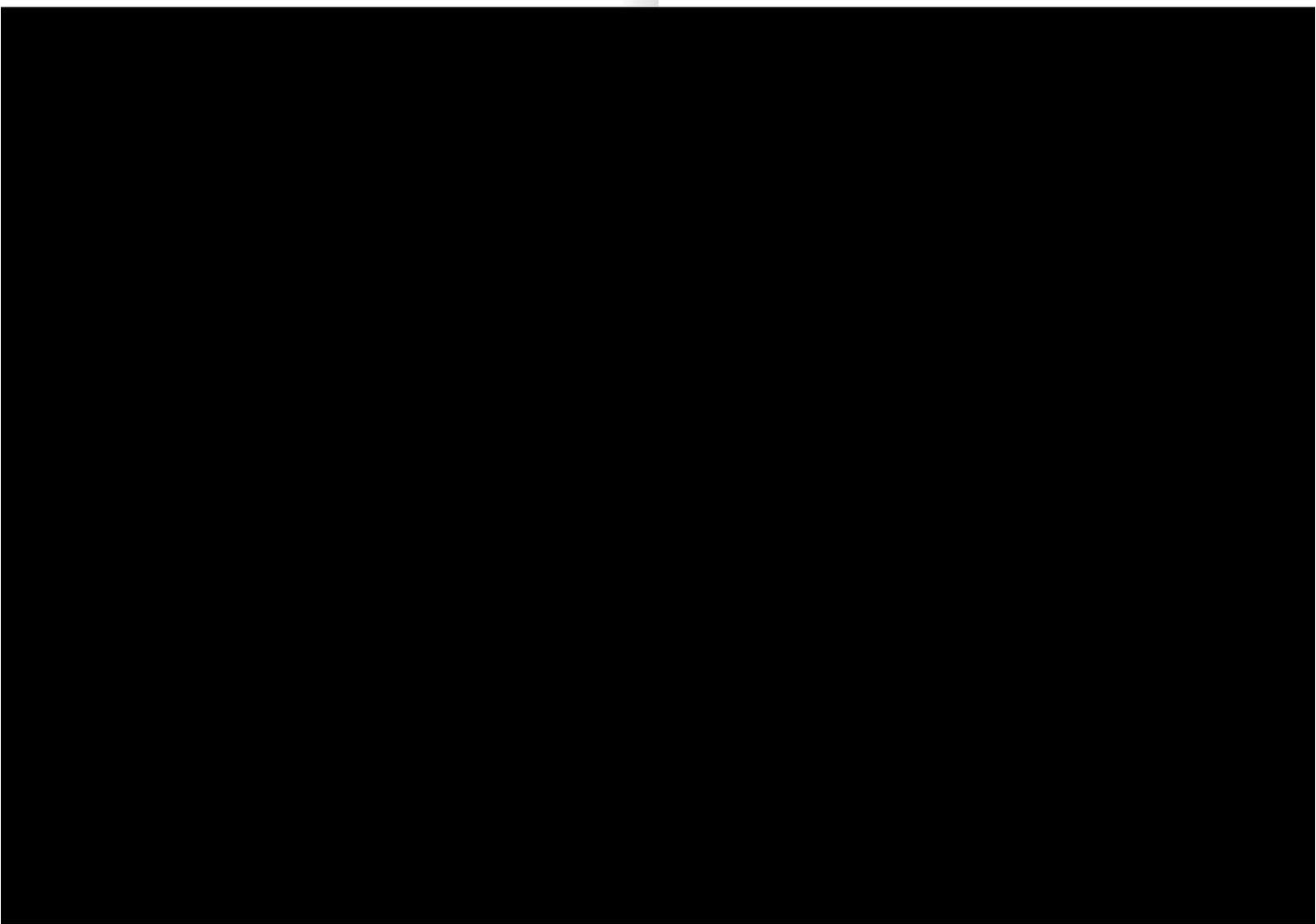


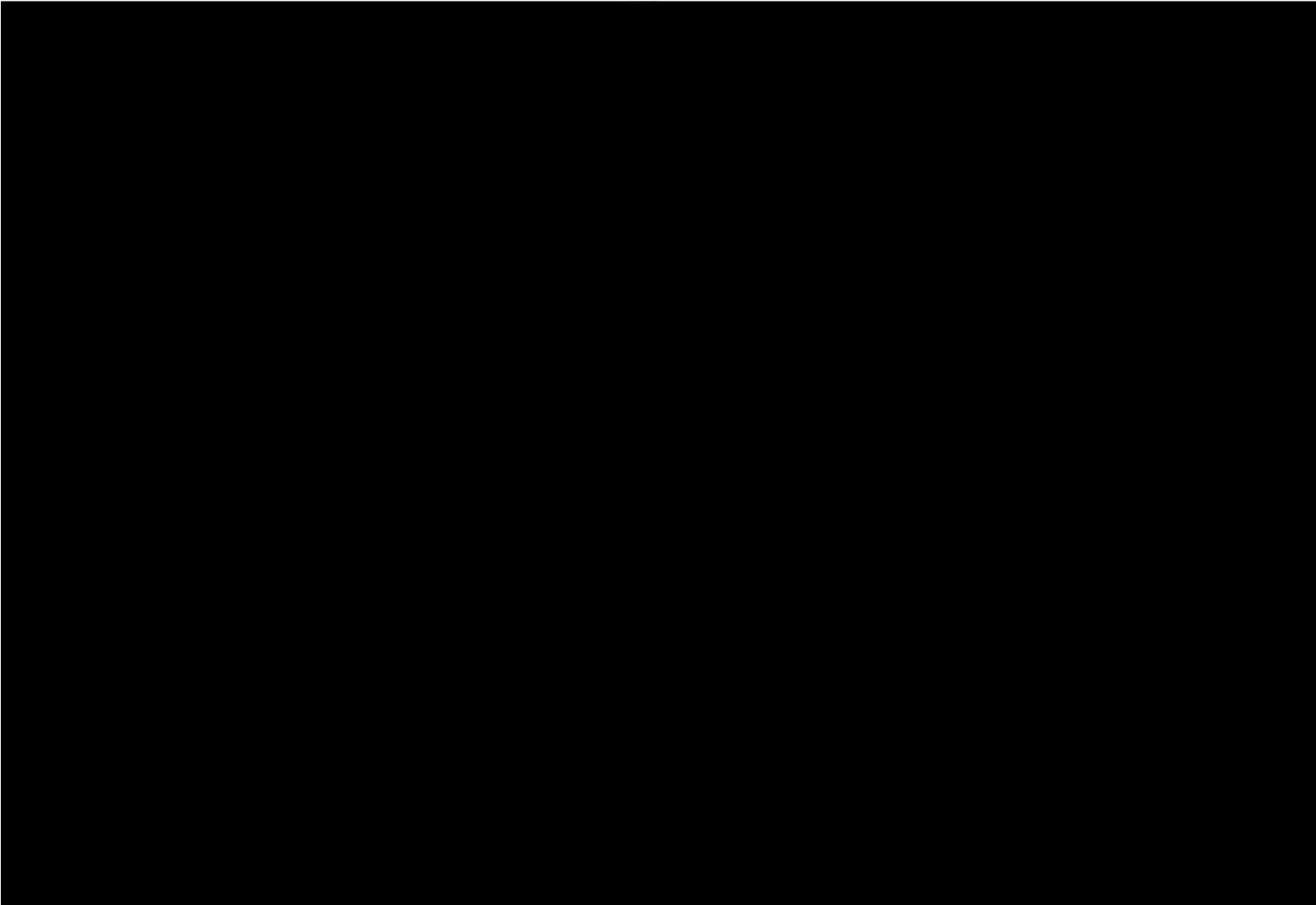


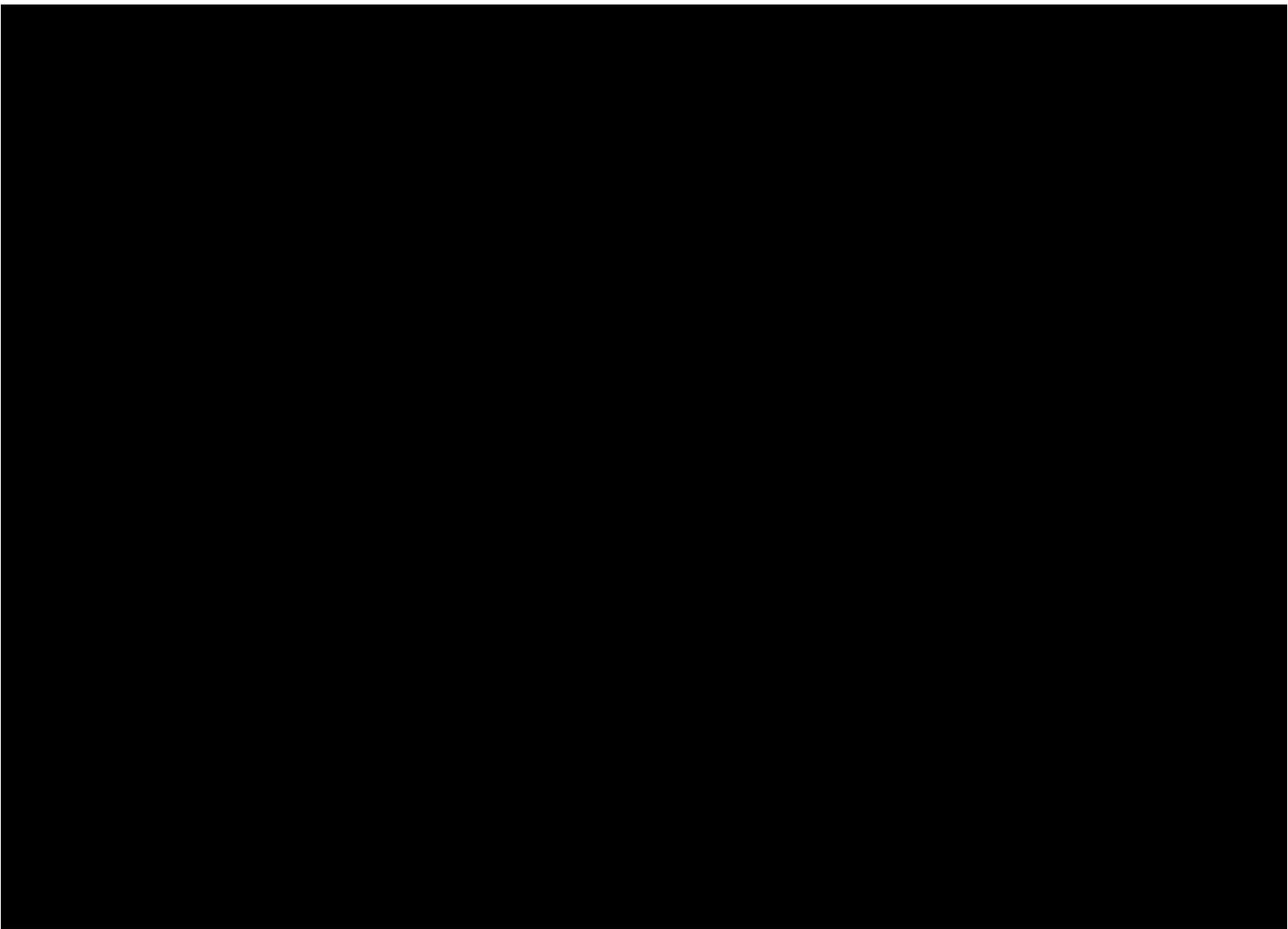


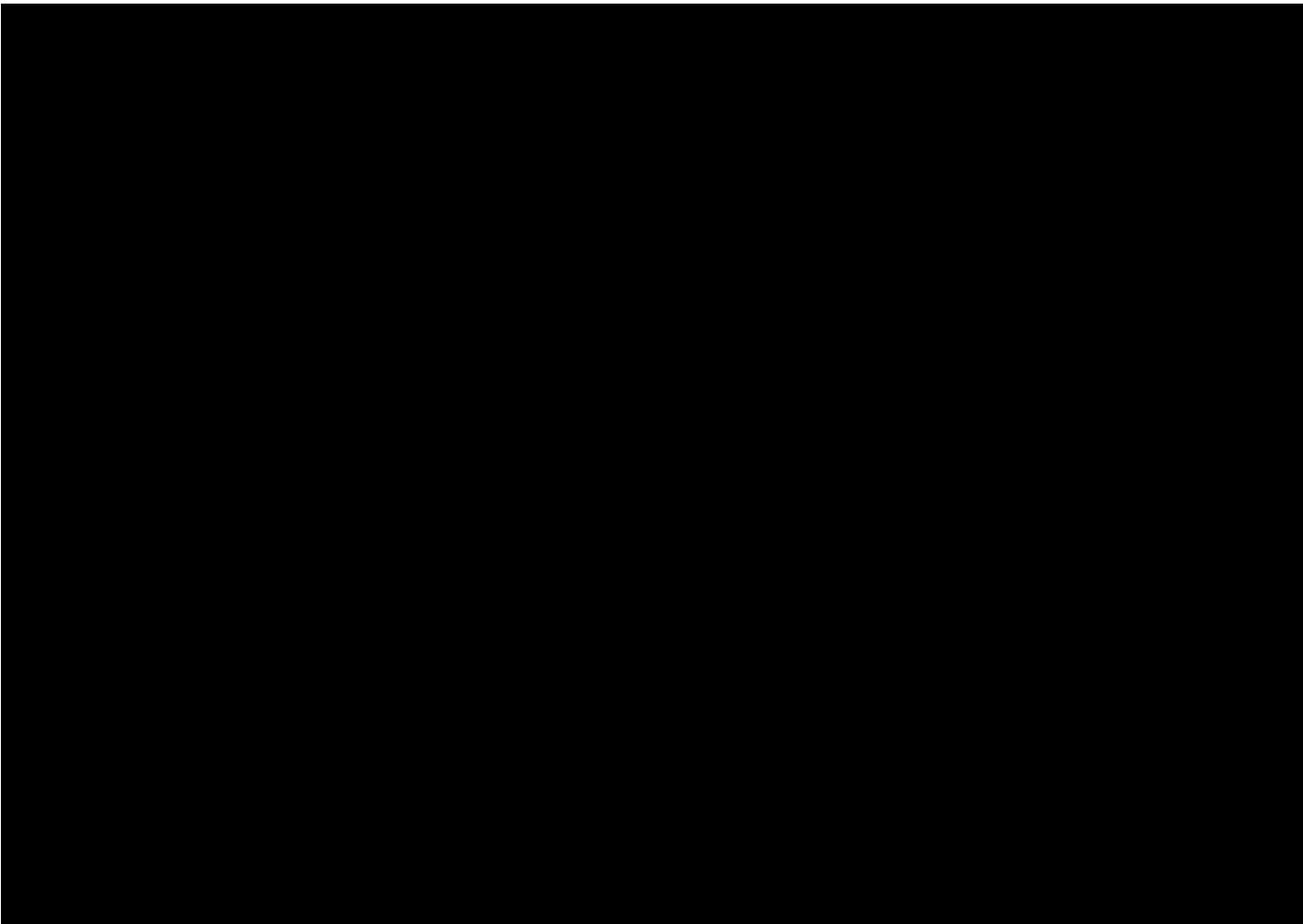


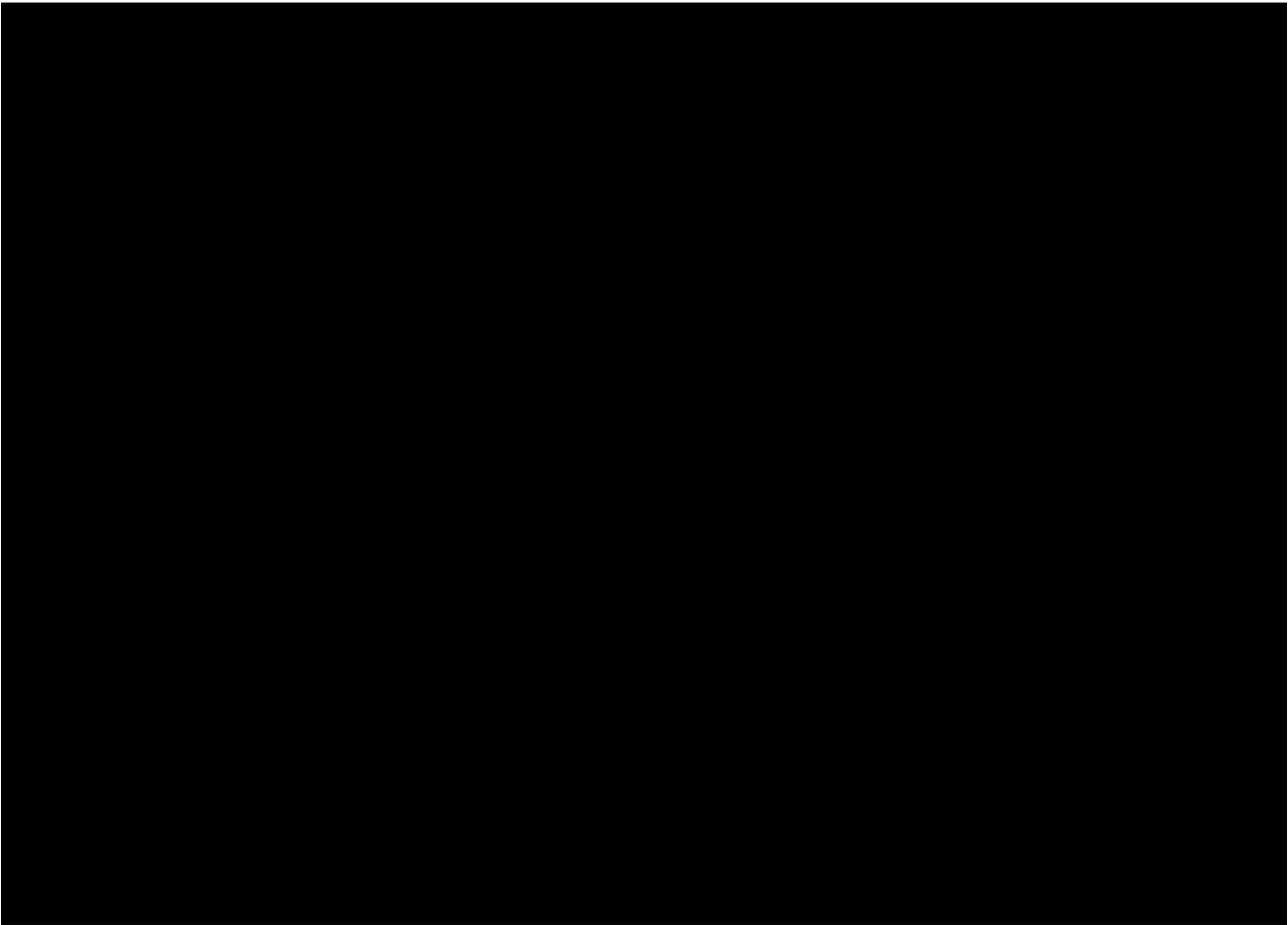




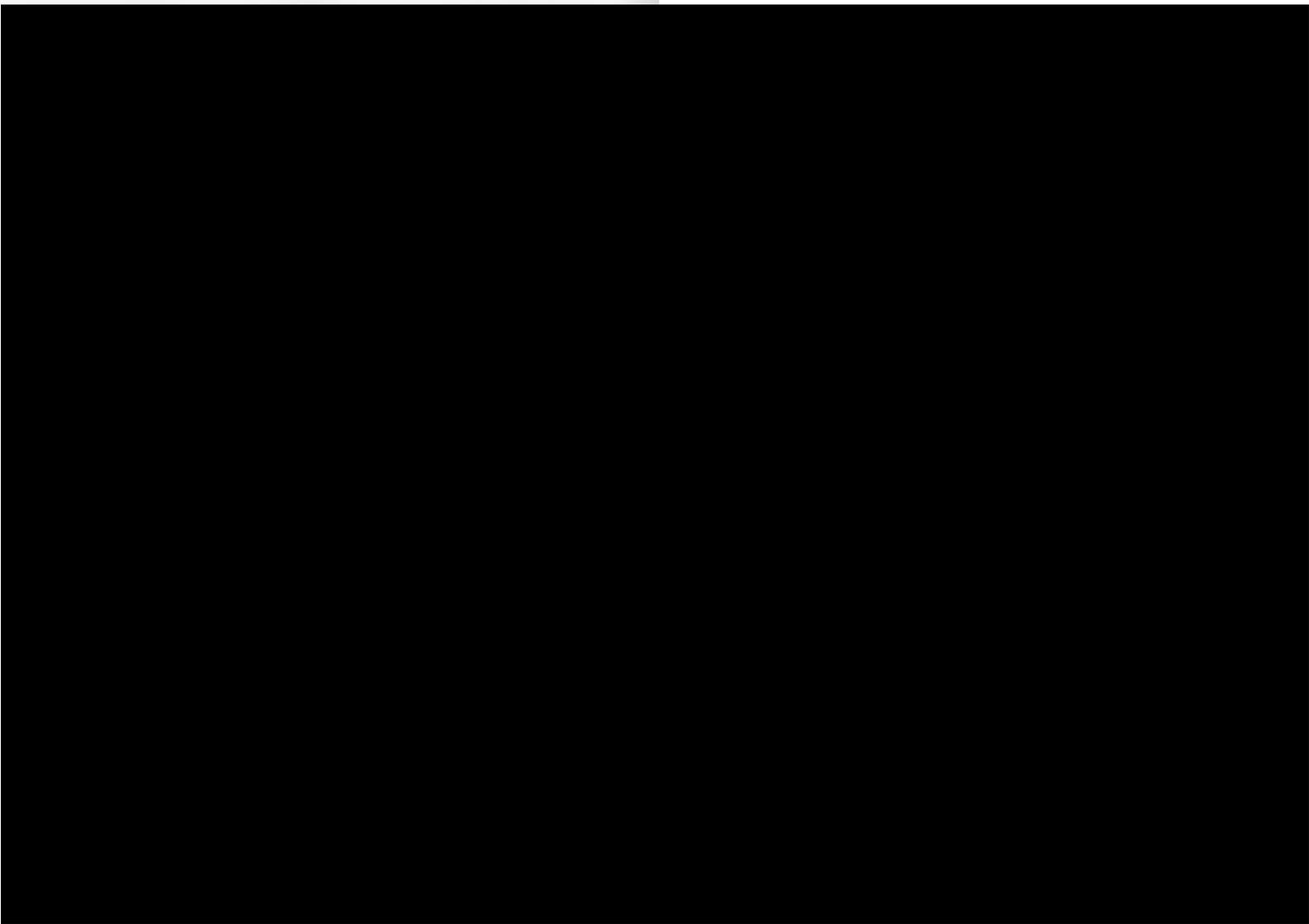


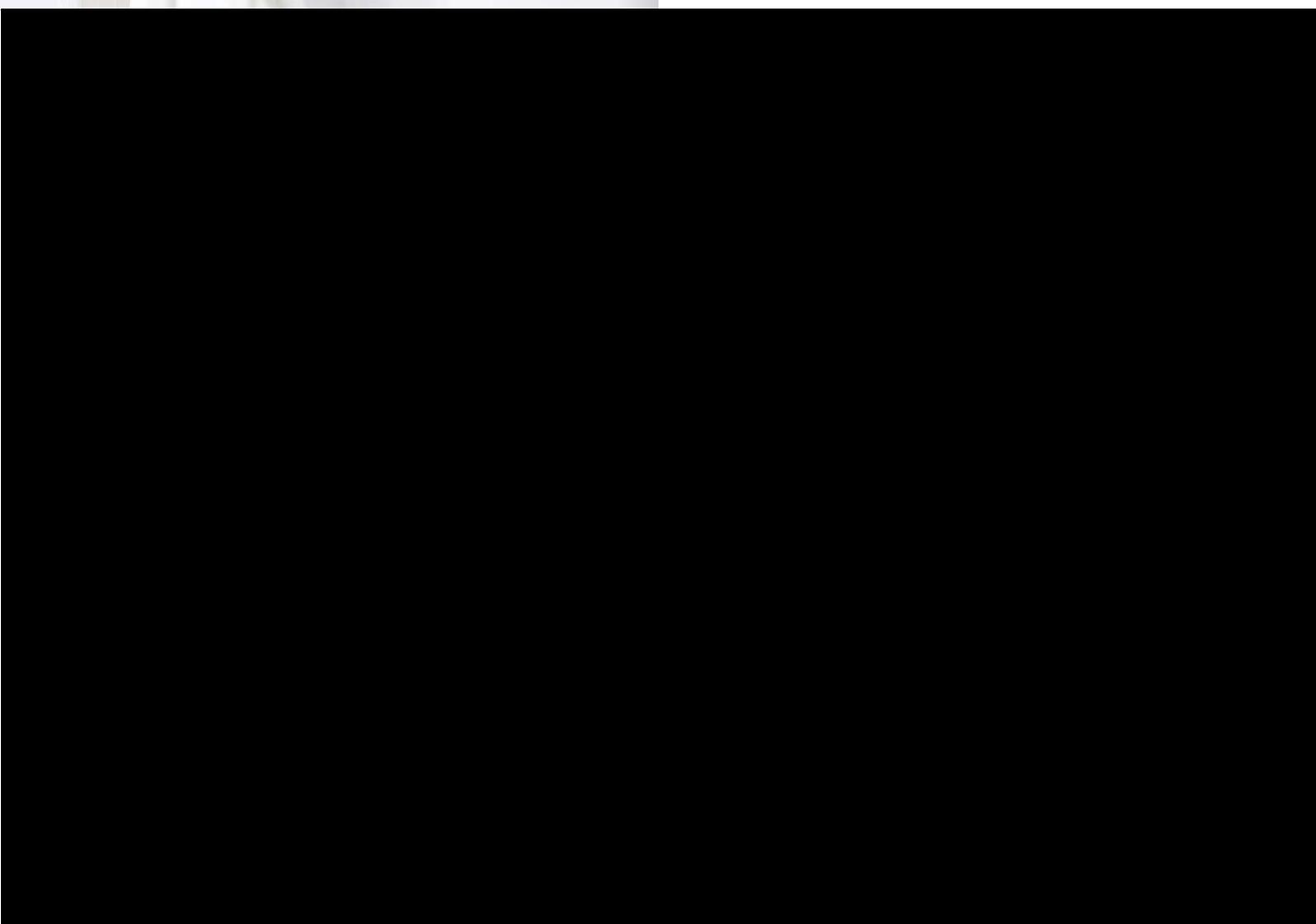


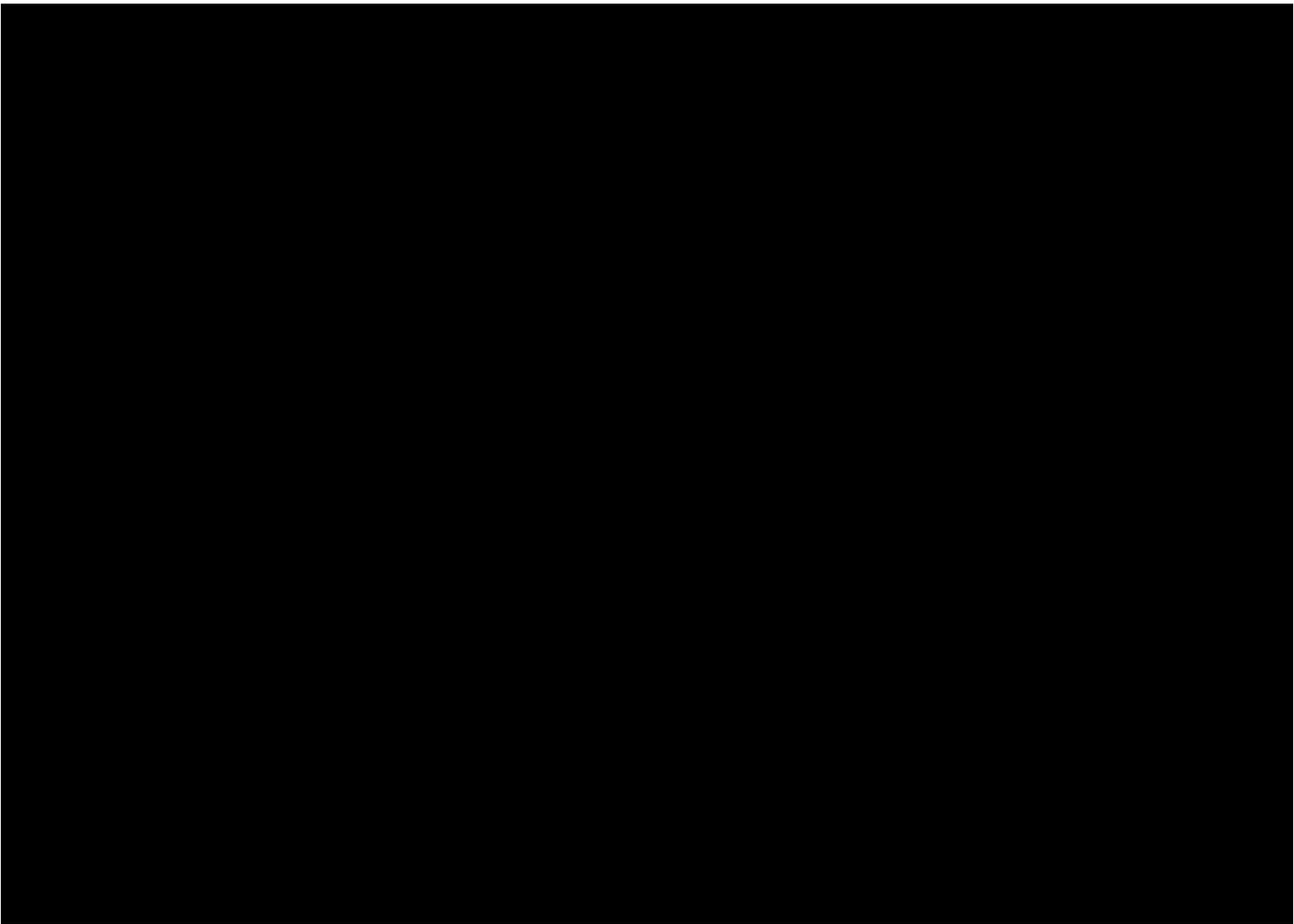




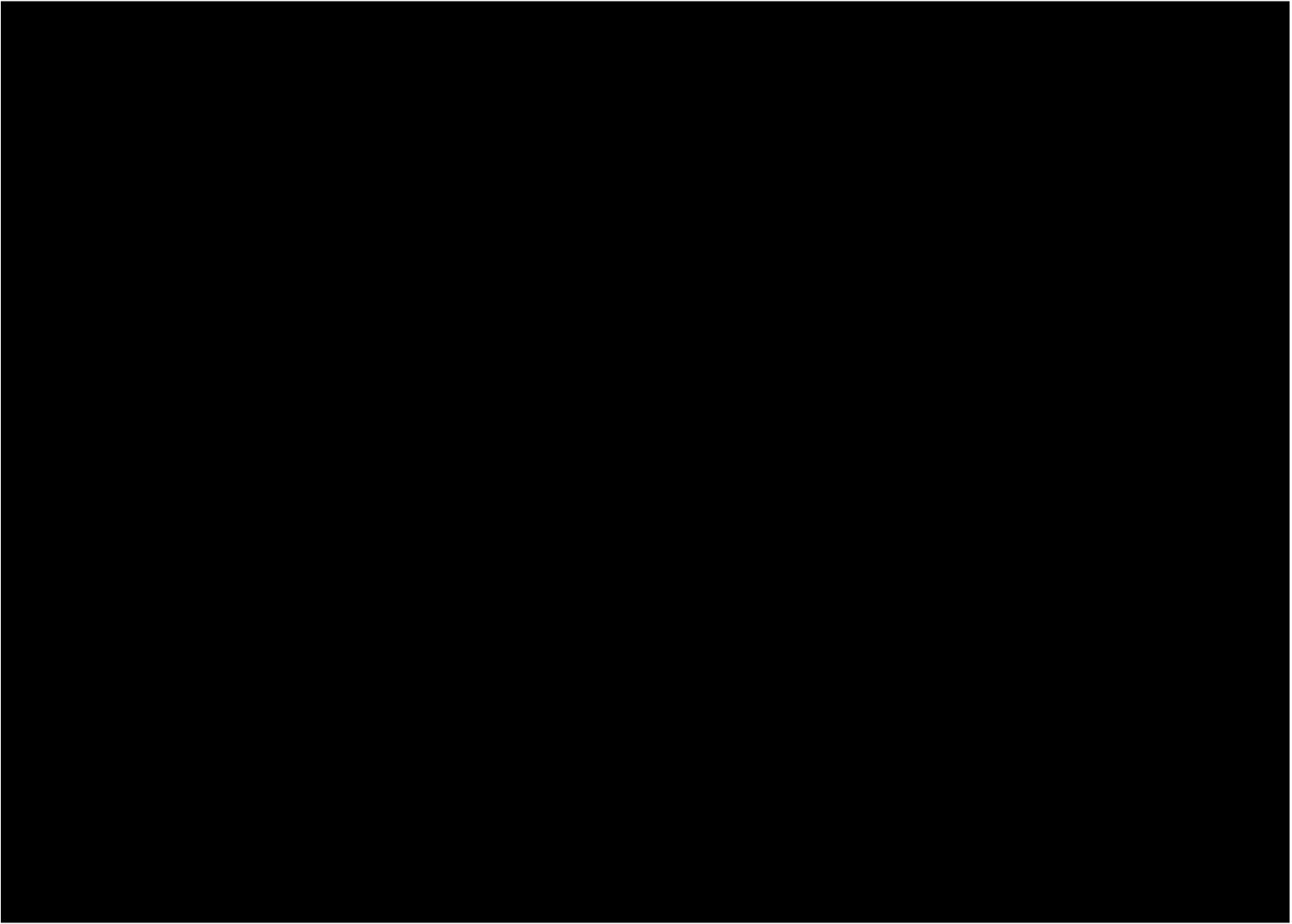


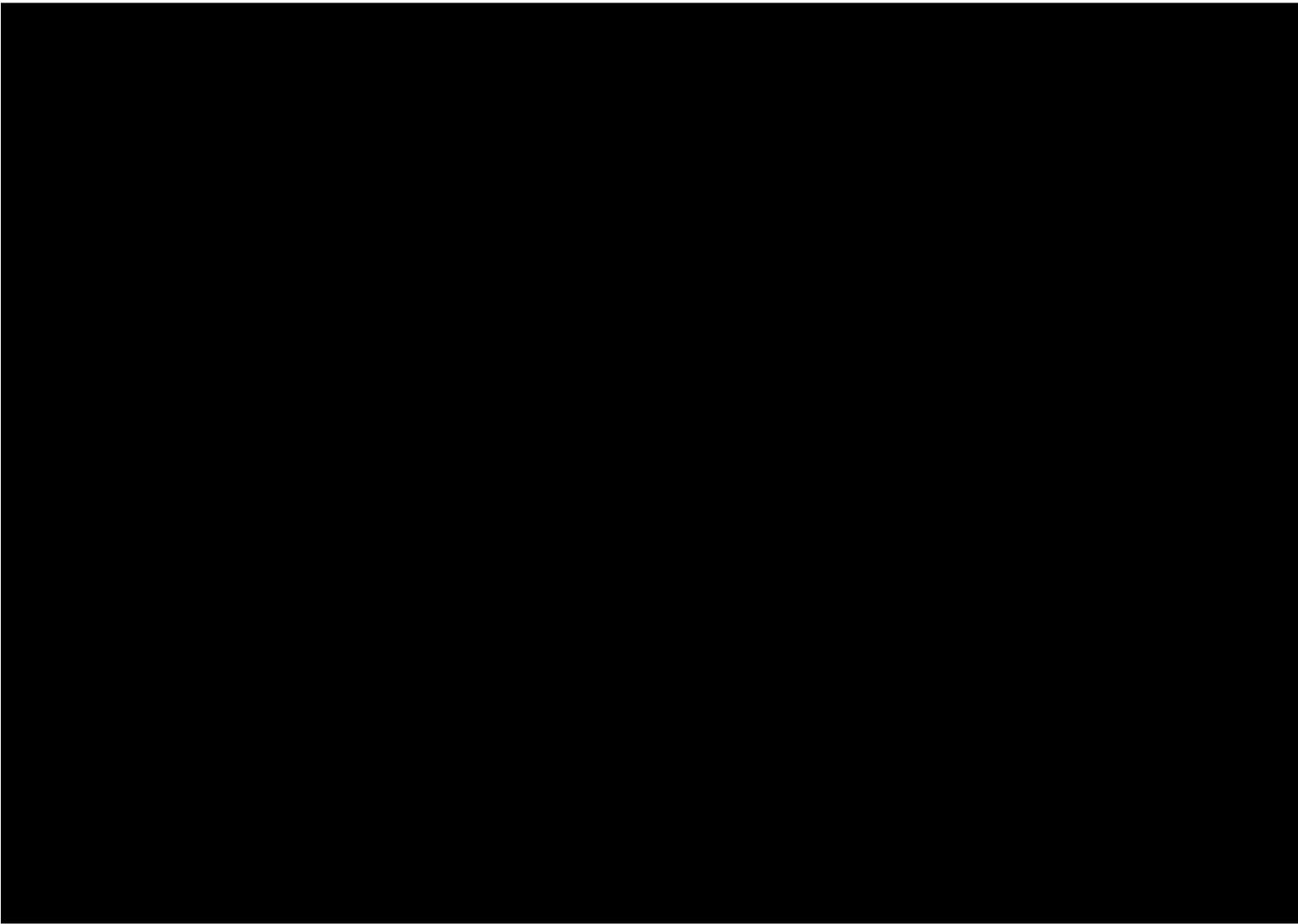


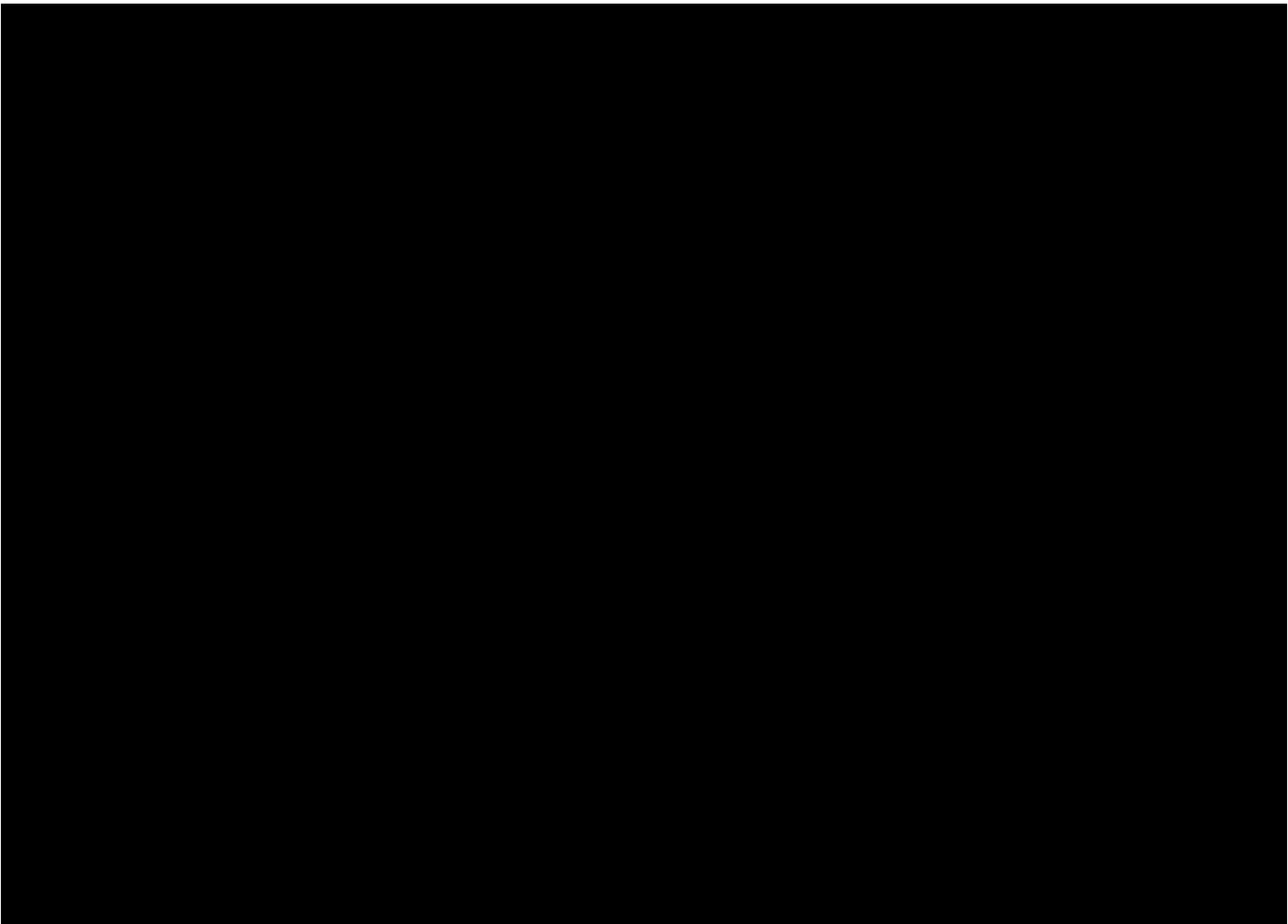


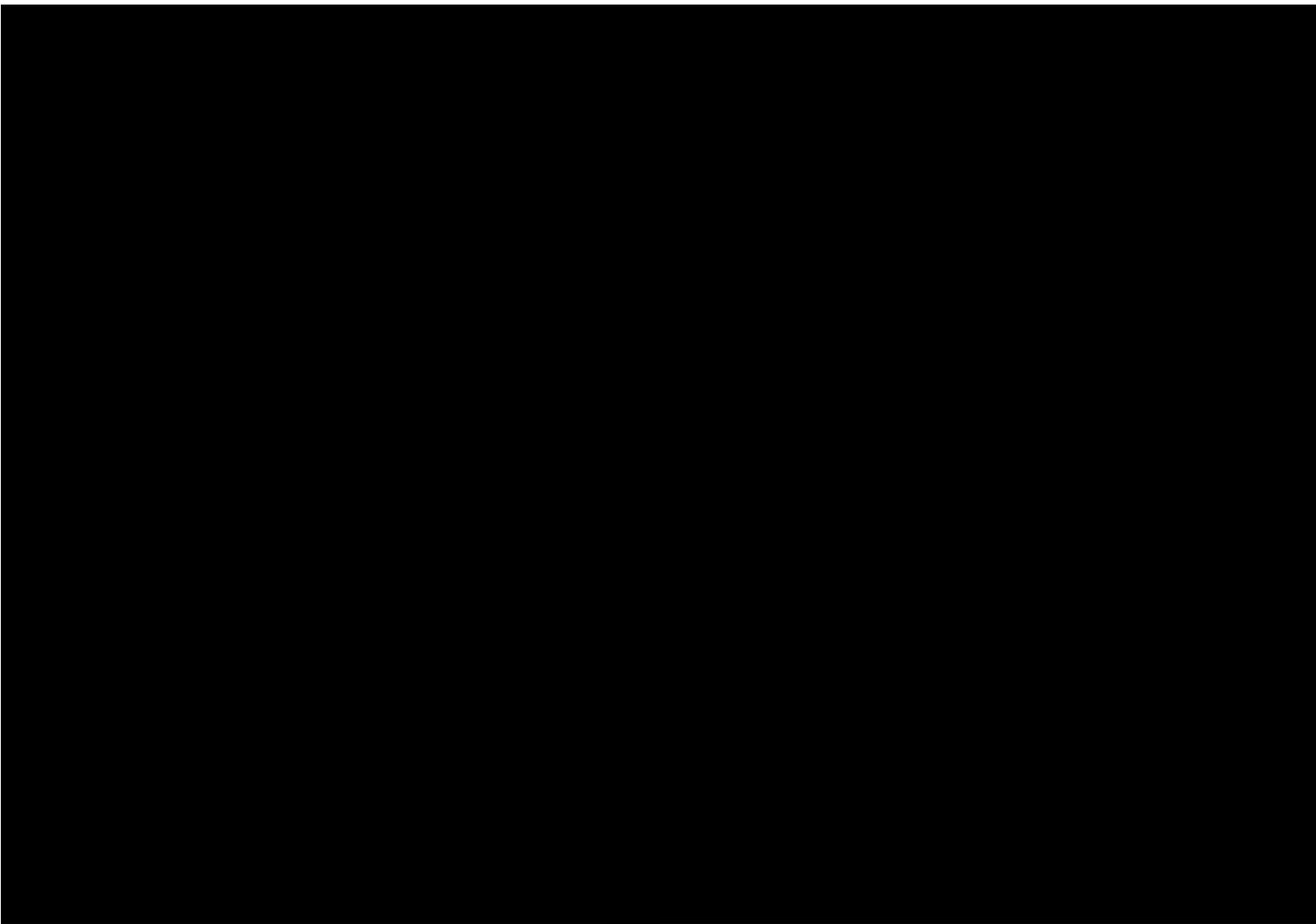


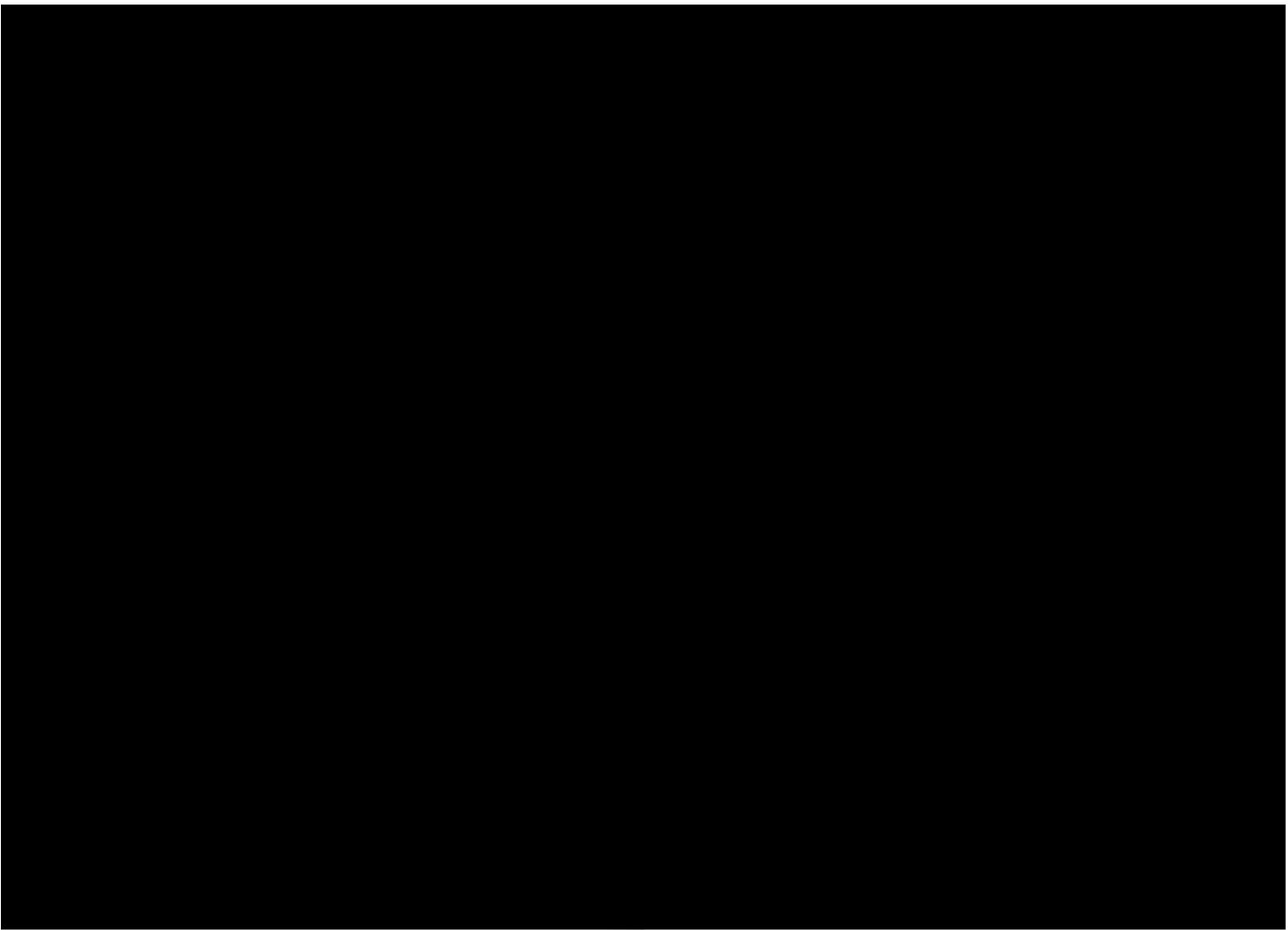


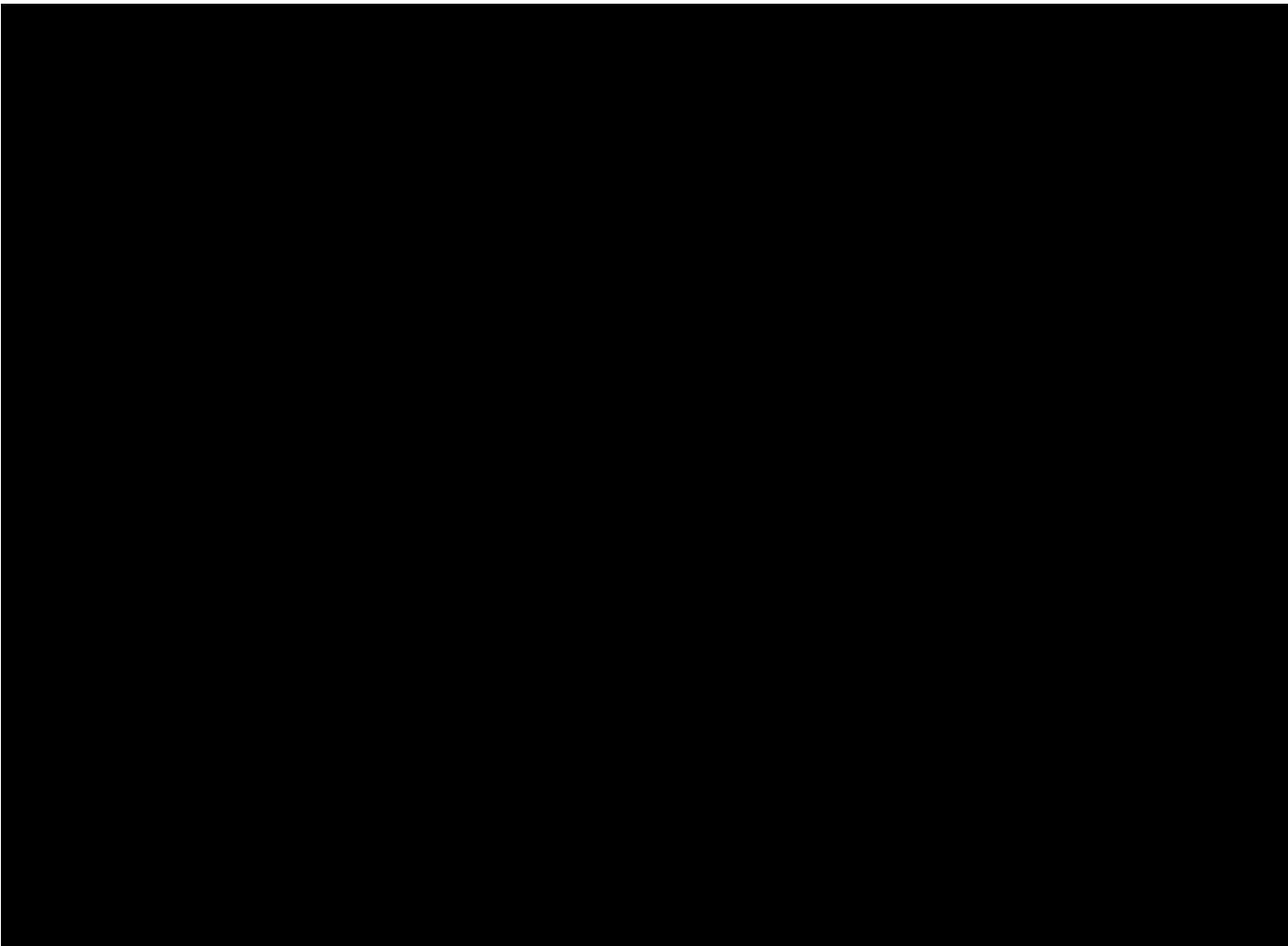


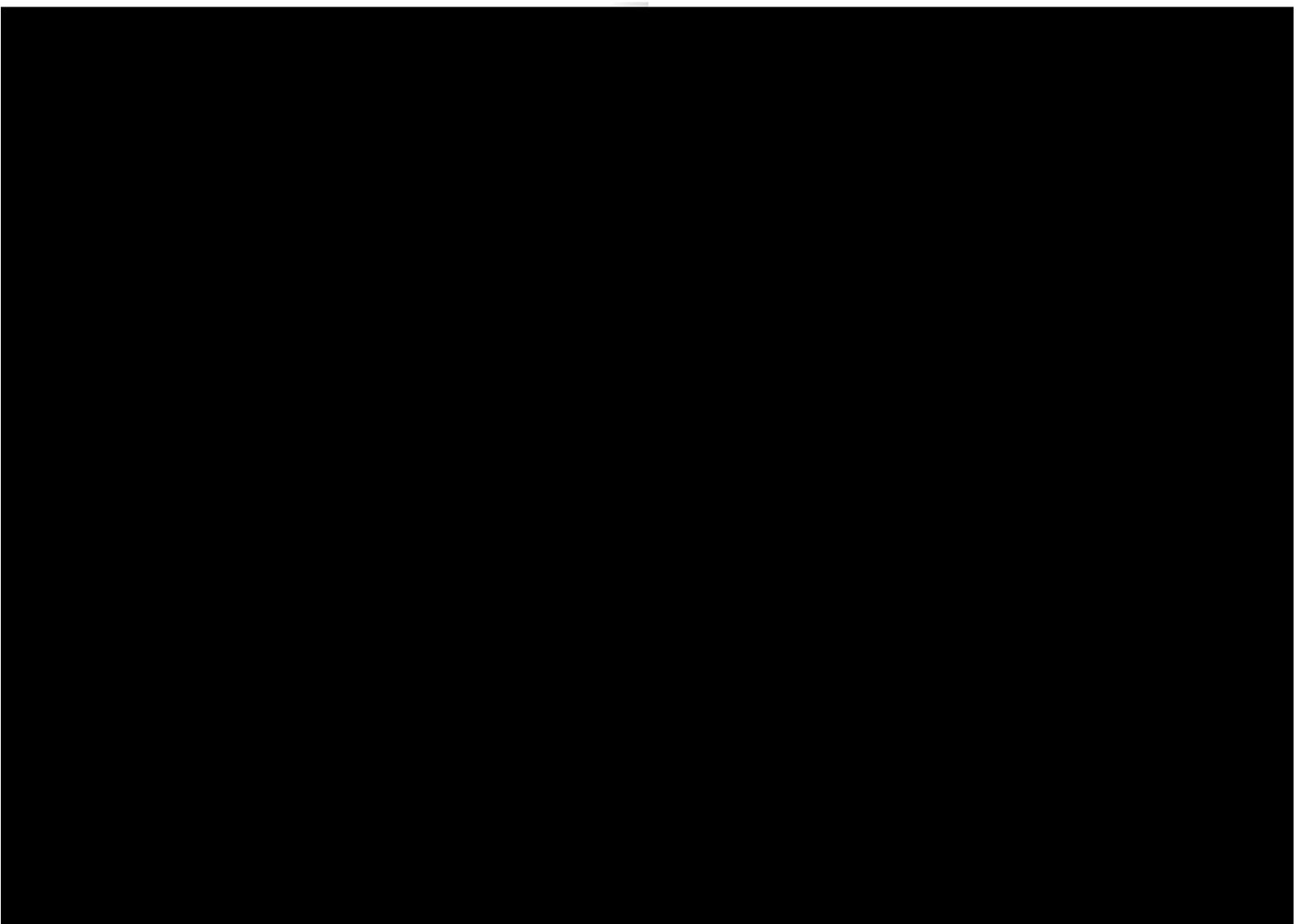


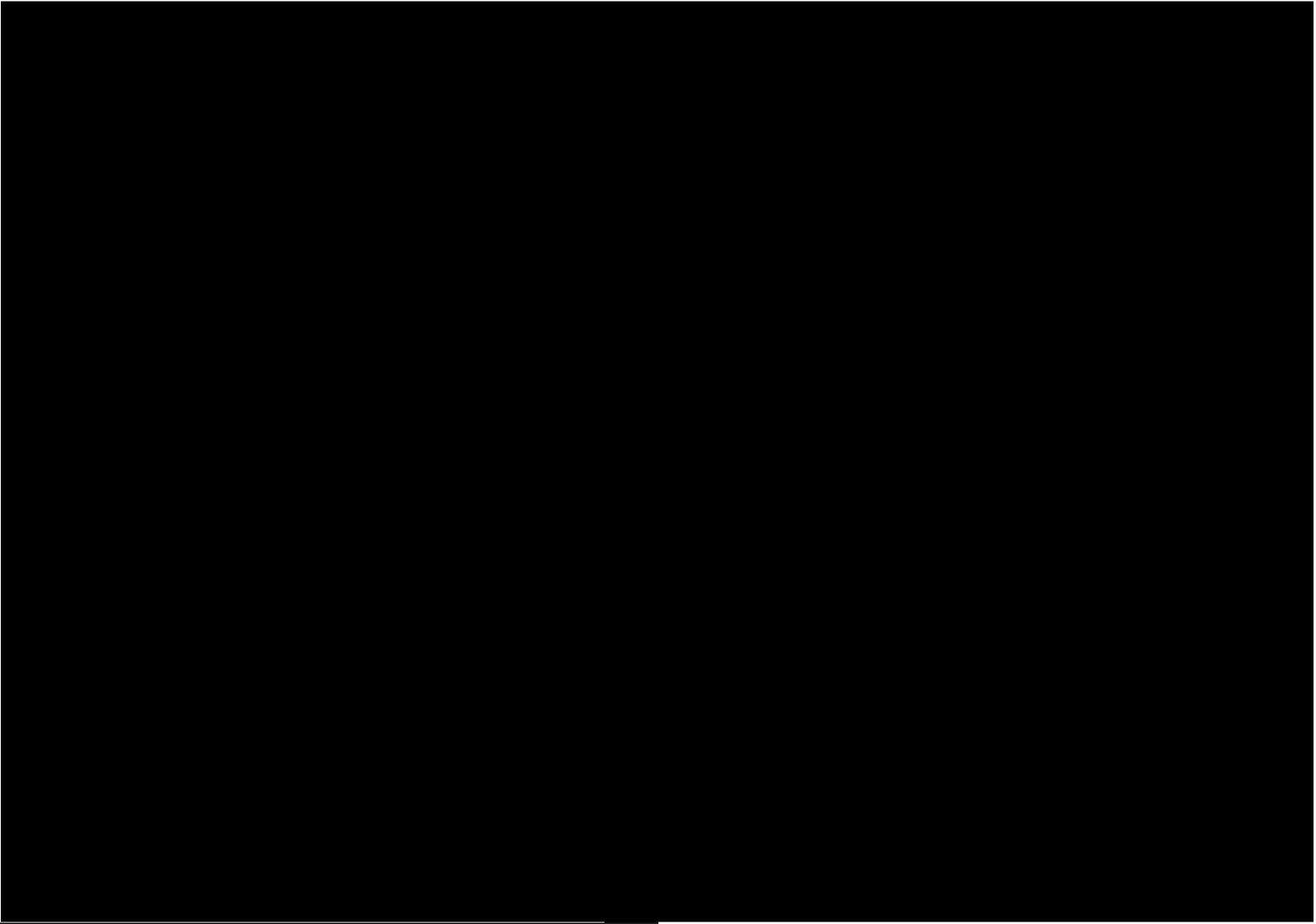


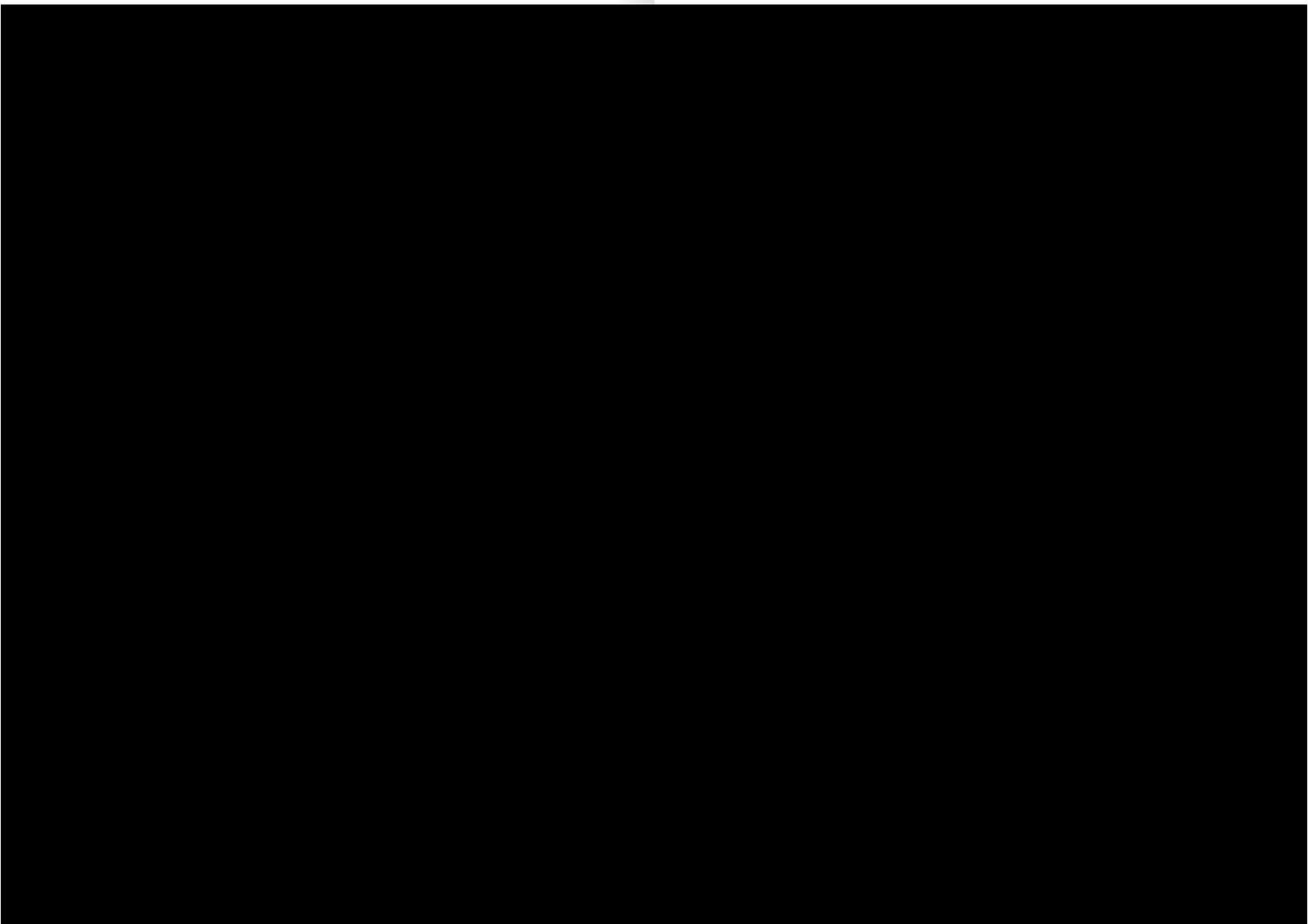


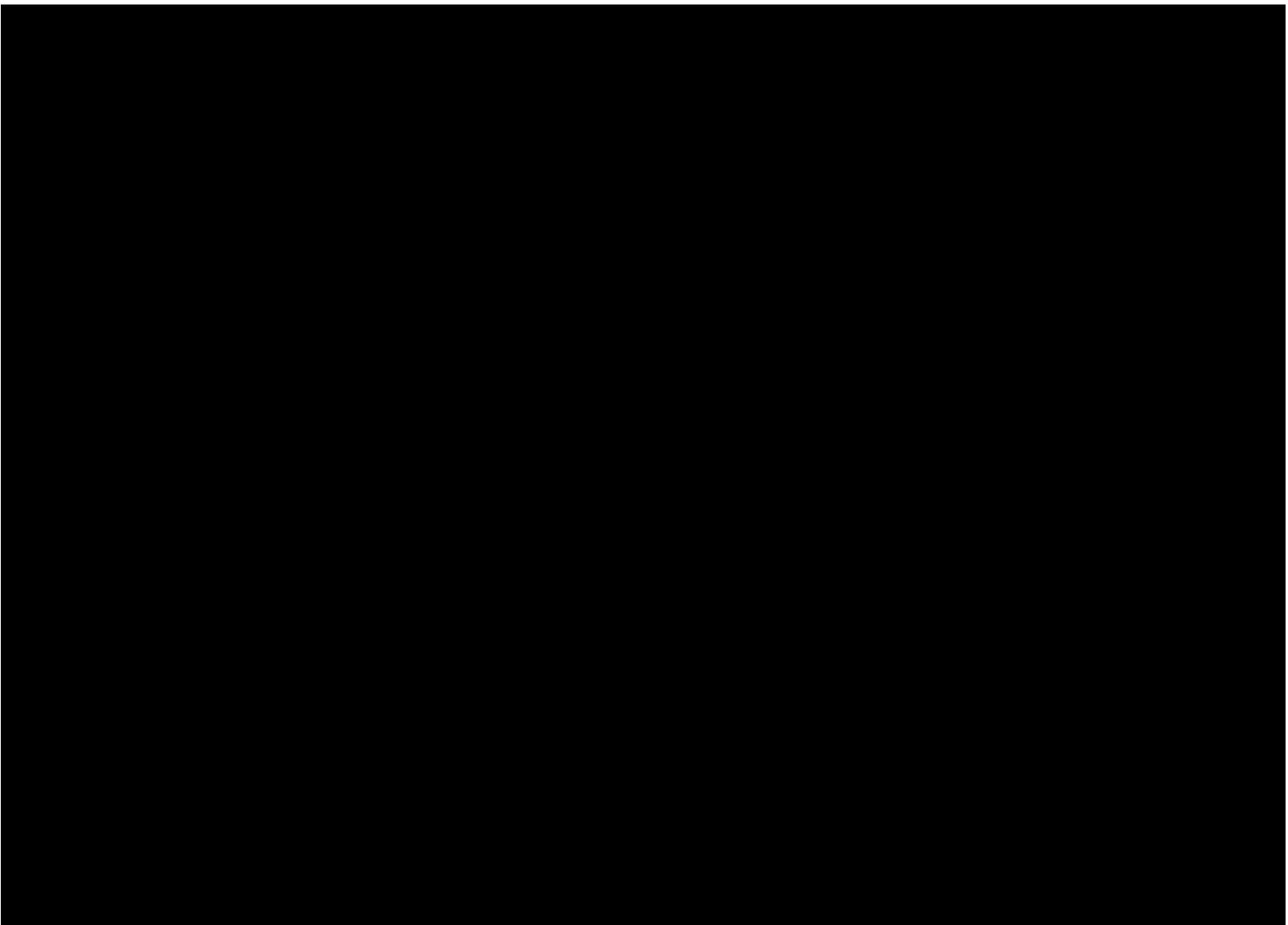


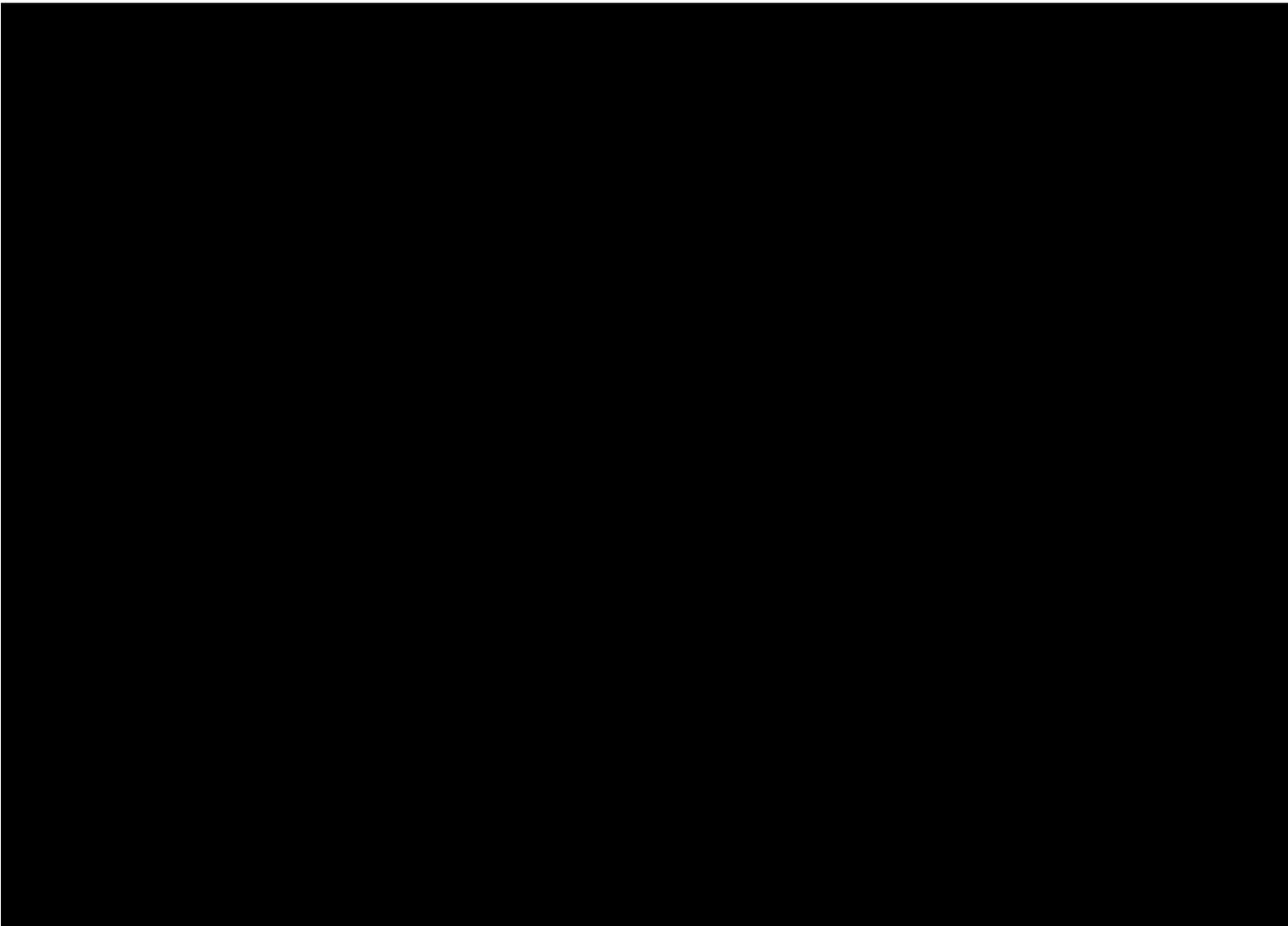












**ATTACHMENT 2 TO ANNEX 1
CURRENT COVERAGE REPORT**

Tf1 Main Offices

Date / Confidentiality Level:					Live Coverage													
VFUK Postcode Signal Strength Coverage Check					Oct-22													
Coordinate System					2G		3G				4G				5G			
Location		WGS-84		British National Grid	Voice		Voice		1Mbps		1Mbps/VoLTE		3Mbps		5Mbps		3Mbps	
Unit Postcode	Latitude	Longitude	Easting	Northing	Indoor	Outdoor	Indoor	Outdoor	Indoor	Outdoor	Indoor	Outdoor	Indoor	Outdoor	Indoor	Outdoor	Indoor	Outdoor
E20 1JN	51.54201	-0.00933	538143.02	184445.95	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
SE1 8NJ	51.50444	-0.10419	531673.98	180093.02	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
SE10 0ES	51.50100	0.00610	539338.14	179913.92	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES

Operational Facilities Buildings

Date / Confidentiality Level:					Live Coverage													
VFUK Postcode Signal Strength Coverage Check					Oct-22													
Coordinate System					2G		3G				4G				5G			
Location		WGS-84		British National Grid	Voice		Voice		1Mbps		1Mbps/VoLTE		3Mbps		5Mbps		3Mbps	
Unit Postcode	Latitude	Longitude	Easting	Northing	Indoor	Outdoor	Indoor	Outdoor	Indoor	Outdoor	Indoor	Outdoor	Indoor	Outdoor	Indoor	Outdoor	Indoor	Outdoor
E12 5LN	51.55665	0.06261	543086.14	186211.78	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
E15 2DA	51.55367	-0.00763	538226.09	185744.78	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
E15 2SP	51.53733	-0.00029	538784.12	183941.73	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
E16 4SR	51.52136	0.00196	538989.08	182170.81	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
HA1 1BB	51.57943	-0.33697	515329.46	188039.76	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NO	YES
HA5 5LZ	51.59328	-0.38132	512222.50	189510.73	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
IG10 3ED	51.64127	0.05853	542538.03	195613.99	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NO	NO
IG11 8NL	51.53915	0.08025	544363.98	184299.96	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
IG6 3BD	51.60394	0.09413	545120.13	191532.75	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NO	YES
N15 4NP	51.58281	-0.07174	533696.00	188867.00	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
N17 0XE	51.59860	-0.05353	534911.28	190655.73	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
N19 5BQ	51.55644	-0.13774	529198.21	185815.71	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
NW10 1PH	51.55459	-0.25011	521413.99	185417.02	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
RM14 2TD	51.55838	0.25046	556100.99	186787.96	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
SE1 6LW	51.49585	-0.10071	531940.01	179143.95	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
SE1 7XG	51.49913	-0.11177	531163.26	179488.84	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
SE10 9NY	51.48421	-0.00052	538930.20	178034.87	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
SW7 2NJ	51.49385	-0.17078	527082.02	178798.03	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
SW9 8HE	51.46270	-0.11467	531066.19	175432.93	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
W12 7BF	51.50610	-0.22382	523366.97	180069.04	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
W14 9LP	51.49048	-0.20435	524761.39	178364.82	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
W3 8BZ	51.49749	-0.27561	519795.46	179025.89	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
W3 8HL	51.50343	-0.27990	519482.45	179678.89	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
W3 9BQ	51.50547	-0.28239	519304.45	179901.91	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
W6 7BA	51.49457	-0.22593	523251.99	178783.00	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
W6 7PP	51.49854	-0.22597	523238.36	179224.85	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
W6 7PP	51.49854	-0.22597	523238.36	179224.85	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
WC2E 9AD	51.51214	-0.12662	530095.25	180908.74	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
WD3 1QY	51.64035	-0.47372	505713.01	194607.96	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES

Bus Depots

Date / Confidentiality Level:					Live Coverage													
VFUK Postcode Signal Strength Coverage Check					Oct-22													
Coordinate System					2G		3G				4G				5G			
Location		WGS-84		British National Grid	Voice		Voice		1Mbps		1Mbps/VoLTE		3Mbps		5Mbps		3Mbps	
Unit Postcode	Latitude	Longitude	Easting	Northing	Indoor	Outdoor	Indoor	Outdoor	Indoor	Outdoor	Indoor	Outdoor	Indoor	Outdoor	Indoor	Outdoor	Indoor	Outdoor
E15 2SP	51.53733	-0.00029	538784.12	183941.73	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
HA4 6NS	51.56393	-0.42374	509354.54	186182.78	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
IG6 2UU	51.60523	0.09228	544988.15	191671.76	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NO	YES
N17 0XE	51.59860	-0.05353	534911.28	190655.73	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
NW10 0RL	51.54399	-0.27538	519690.00	184197.02	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
NW10 1PH	51.55459	-0.25011	521413.99	185417.02	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
RM14 1XL	51.56177	0.26641	557195.07	187198.73	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
SE1 8SE	51.50315	-0.11326	531048.25	179932.75	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
SM4 5HB	51.39788	-0.19942	525356.25	168076.11	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
SW6 1TP	51.48838	-0.19893	525143.38	178140.87	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
W12 7RH	51.51234	-0.22462	523295.02	180762.05	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
W3 8BZ	51.49749	-0.27561	519795.46	179025.89	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
W5 3PA	51.50943	-0.28741	518945.42	180333.89	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES

Bus Garages

Date / Confidentiality Level:					Live Coverage													
VFUK Postcode Signal Strength Coverage Check					Oct-22													
Coordinate System					2G		3G				4G				5G			
Location		WGS-84		British National Grid	Voice		Voice		1Mbps		1Mbps/VoLTE		3Mbps		5Mbps		3Mbps	
Unit Postcode	Latitude	Longitude	Easting	Northing	Indoor	Outdoor	Indoor	Outdoor	Indoor	Outdoor	Indoor	Outdoor	Indoor	Outdoor	Indoor	Outdoor	Indoor	Outdoor
AL10 9BS	51.77193	-0.24074	521481.01	209602.05	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NO	NO
BR2 8NH	51.37510	0.04497	542427.14	165988.88	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
BR6 6DA	51.35596	0.08846	545513.98	163946.03	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
CR0 4XH	51.38333	-0.13309	530011.23	166574.07	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
CR2 6EL	51.35425	-0.09754	532569.18	163404.06	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NO	YES
CR7 6AU	51.39323	-0.11438	531285.01	167708.02	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
CR9 4ND	51.38024	-0.13219	530083.23	166232.07	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
DA7 6BX	51.46015	0.15378	549721.14	175662.89	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
DA8 2AD	51.47761	0.19291	552381.03	177684.96	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
E10 5PB	51.55569	-0.01484	537720.02	185956.03	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
E10 6AD	51.57388	-0.08078	538085.09	187990.78	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
E16 2EL	51.50055	0.05448	542697.11	179957.92	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
E16 2EW	51.50155	0.04713	542184.16	180054.84	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
E16 4SA	51.51901	0.00370	539117.08	181912.80	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
E3 2QP	51.53235	-0.02335	537200.10	183344.73	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NO	YES

WD17 1ET	51.66381	-0.39674	510982.02	197330.02	YES													
WD17 2EG	51.65317	-0.39253	511299.43	196153.41	YES													
WD18 7LE	51.65745	-0.41732	509574.44	196592.36	YES													
WD19 4ST	51.64520	-0.38586	511780.42	195277.50	YES	NO												
WD19 7DT	51.62808	-0.38639	511785.98	193372.98	YES													
WD3 1QY	51.64035	-0.47372	505713.01	194607.96	YES													
WD3 3DY	51.64701	-0.44160	507919.49	195394.50	YES													
WD3 5ND	51.65427	-0.51833	502594.50	196091.55	YES													
WD6 3LS	51.65268	-0.28152	518979.99	196273.96	YES													

**ATTACHMENT 3 TO ANNEX 1
VCO ORDERING API USER GUIDE**



Vodafone Corporate Online Ordering API User Guide



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1 Ordering API

VCO's Ordering API enables customers to place orders directly to Vodafone's Warehouse ordering system from their external marketplace or platform.

1.1 Authorisation

The credentials for the customer are included in the order request. These uniquely identify the organisation placing the order and are provided when the customer registers with the VCO API interface.

1.2 Access

In order to use the Ordering API, you need to send the relevant service request XML to the following API in an HTTP POST

- **Production:** <https://www.vcol.co.uk/home/B2BOrder>
- **Test:** <https://vit1.vcol.co.uk/home/B2BOrder>

The XML can be contained as the post body or in a parameter called payload. A schema definition document for the XML request and response can be provided on request.

1.3 Errors

If the API interface detects an issue, such as a request in an unsupported format, invalid credentials, a value for a parameter that is not allowed for the organisation, then it will return a standard error message. This is an XML message contained in the body of the response. The HTTP response code will be 200, the error code and a description of the condition will be contained in the XML.

An example response is shown below:

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<error>
  <Code>500</Code>
  <Message>Payload not unique : previously submitted on 01/01/197012:09</Message>
</error>
```



2 Device and Accessory Ordering

2.1 Request XML

2.1.1 Device order

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<order payload="unique_identifier" timestamp="17/05/2011 14:46" po_number="ORD123">
  <sender>
    <!-- header to allow VCO to assure identity of entity sending the order, should
    be a unique identifier to allow VCO to track the order and to prevent
    resubmission -->
    <identity>customer-userid</identity>
    <secret>***</secret>
    <!--optional value to identify the subsidiary that the order should be placed
    for; leave blank for the organisation level the provided is assigned to -->
    <business_unit></ business_unit >
  </sender>
  <delivery_address>
    <!-- address to deliver order to, can be defaulted if all orders go to a single
    location -->
    <attention>Attention Of</attention>
    <line1>Address Line 1</line1>
    <line2>Address Line 1</line2>
    <town>Address Town</town>
    <county>Address Town</county>
    <post_code>RG7 4SA</post_code>
    <country>United Kingdom</country>
  </delivery_address>
  <billing_address>
    <!-- address to bill equipment order to, can be defaulted if all orders go to a
    single location -->
    <attention>Attention Of</attention>
    <line1>Address Line 1</line1>
    <line2>Address Line 1</line2>
    <town>Address Town</town>
    <county>Address Town</county>
    <post_code>RG7 4SA</post_code>
    <country>United Kingdom</country>
  </billing_address>
  <equipment_billing>
    <!-- optional billing account to use for equipment charges, can be defaulted if
    always goes to same destination or not required for organisation -->
    <billing_account_number>600600600</billing_account_number>
    <billing_entity_number>00001</billing_entity_number>
  </equipment_billing>
  <items>
    <!-- hardware items in the order, handsets and accessories -->
    <item>
      <!-- order must have at least one item -->
      <!-- this is defining the handset for an Upgrade order -->
```



```

<part_number>069795</part_number>
<part_description>Apple iPhone 4 16GB (Black)</part_description>
<price>123.00</price>
<quantity>1</quantity>
<!-- the esim node is optional and if set to Y indicates an eSIM connection
should be used for a compatible device -->
<esim>Y</esim>
<upgrade_number>07787123123</upgrade_number>
<!--node is required but if is empty will represent a New Connection -->
<!--for an upgrade, provide the mobile phone number of to processed -->
<tariff>
  <!-- only applicable if ordering a handset item -->
  <priceplan>TARIFF</priceplan>
  <!-- part number of priceplan, can be blank for upgrades to use existing
  priceplan -->
  <services>
    <!-- list of additional services to apply to handset order can be blank for
    upgrades to use existing configuration -->
    <service>GPRSSA</service>
    <service>DATAROAM</service>
  </services>
</tariff>
<user>
  <title>MR</title>
  <!-- optional, defaults to REF: -->
  <first_name>Sample</first_name>
  <last_name>Name</last_name>
  <!--optional email address for phone owner -->
  <email>sample.name@company.com</email>
  <!--optional mobile phone contact number for accessory orders -->
  <!--if provided, must be a valid mobile phone number, i.e. starts with 07 and
  11 digits, and assigned to the organisation the order is for -->
  <mobile_number>07787123123</mobile_number>
</user>
<cost_centres>
  <!-- optional, dependent on configuration of organisation placing order -->
  <cost_centre_code_1>CC1</cost_centre_code_1>
  <cost_centre_code_2>CC2</cost_centre_code_2>
  <cost_centre_code_3>CC3</cost_centre_code_3>
  <cost_centre_code_4>CC4</cost_centre_code_4>
</cost_centres>
<airtime_billing>
  <!-- optional, dependent on billing type of organisation placing order -->
  <billing_account_number>600600600</billing_account_number>
  <billing_entity_number>00001</billing_entity_number>
  <billing_address>
    <attention>Attention Of</attention>
    <line1>Address Line 1</line1>
    <line2>Address Line 1</line2>
    <town>Address Town</town>
    <county>Address Town</county>
    <post_code>RG7 4SA</post_code>
    <country>United Kingdom</country>
  </billing_address>
</airtime_billing>

```



```

        </billing_address>
    </airtime_billing>
</item>
<!-- this is defining an accessory for the order -->
<item>
    <part_number>069824</part_number>
    <part_description>Micro SIM</part_description>
    <price>0.00</price>
    <quantity>1</quantity>
</item>
</items>
</order>

```

2.1.2 Accessory order

```

<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<order payload="unique_identifier" timestamp="17/05/2011 14:46" po_number="ORD123">
  <sender>
    <!-- header to allow VCO to assure identity of entity sending the order, should
    be a unique identifier to allow VCO to track the order and to prevent
    resubmission -->
    <identity>customer-userid</identity>
    <secret>***</secret>
    <!--optional value to identify the subsidiary that the order should be placed
    for; leave blank for the organisation level the provided is assigned to -->
    <business_unit></ business_unit >
  </sender>
  <delivery_address>
    <!-- address to deliver order to -->
    <attention>Attention Of</attention>
    <line1>Address Line 1</line1>
    <line2>Address Line 1</line2>
    <town>Address Town</town>
    <county>Address Town</county>
    <post_code>RG7 4SA</post_code>
    <country>United Kingdom</country>
  </delivery_address>
  <billing_address>
    <!-- address to bill equipment order to -->
    <attention>Attention Of</attention>
    <line1>Address Line 1</line1>
    <line2>Address Line 1</line2>
    <town>Address Town</town>
    <county>Address Town</county>
    <post_code>RG7 4SA</post_code>
    <country>United Kingdom</country>
  </billing_address>
  <equipment_billing>
    <!--required for accessory orders to identify where equipment charges are
    allocated -->
    <billing_account_number>600600600</billing_account_number>
    <billing_entity_number>00001</billing_entity_number>

```



```

</equipment_billing>
<items>
  <!-- hardware items in the order, handsets and accessories -->
  <item>
    <!-- order must have at least one item -->
    <!-- this is defining the handset for an Upgrade order -->
    <part_number>069795</part_number>
    <part_description>Apple iPhone 4 16GB (Black)</part_description>
    <price>123.00</price>
    <quantity>1</quantity>
    <user>
      <title>MR</title>
      <!-- optional, defaults to REF: -->
      <first_name>Sample</first_name>
      <last_name>Name</last_name>
      <!--optional email address for accessory owner -->
      <email>sample.name@company.com</email>
      <!--optional mobile phone contact number, only used for accessory orders -->
      <!--if provided, must be a valid mobile phone number, i.e. starts with 07 and
11 digits, and assigned to the organisation the order is for -->
      <mobile_number>07787123456</mobile_number>
    </user>
    <cost_centres>
      <!-- optional, dependent on configuration of organisation placing order -->
      <cost_centre_code_1>CC1</cost_centre_code_1>
      <cost_centre_code_2>CC2</cost_centre_code_2>
      <cost_centre_code_3>CC3</cost_centre_code_3>
      <cost_centre_code_4>CC4</cost_centre_code_4>
    </cost_centres>
  </item>
  <!-- this line can repeat for as many accessories as are required -->
</items>
</order>

```

The title field should contain one of the following supported entries:

- MR
- MRS
- MISS
- MS
- DR
- PROF
- REV
- SIR
- REF:

2.2 Response XML

If the order is successful, the follow XML response is sent.

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
```



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```
<order>
  <reference>X641400</reference>
  <stock>In Stock</stock>
  <delivery_date/>
  <despatch_date/>
  <queued>N</queued>
</order>
```

2.3 Queued Response XML

If an order is placed outside of the VCO opening hours then it will be queued for later submission and the following XML will be returned:

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<order>
  <queued>Y</queued>
  <message>Order will be processed when the site is next open.</message>
</order>
```

To track an order that has been received out of hours you can use the payload reference included in the in order to track against. More details are in the device order tracking section.

2.4 Error Messages

Error message	Reason
Payload not valid	Unique identifier not provided
Payload not unique	Order previously received on date and time



<p>Error placing order: [Message]</p>	<p>An exception occurred whilst placing the order. This message is returned if there is an issue with the contents of the order.</p> <p>Values for the [message] can include:</p> <ul style="list-style-type: none"> • No order items provided • Could not identify part [part number – part description] • No description for [part number] • Mobile phone number for order [CTN] could not be validated • No reply received from Get CTN Details request for [CTN] • Mobile phone number ctN not valid: error [error code] • No price plan and no upgrade number specified for handset [part number] • No tariff section provided: mandatory for New Connection order • No price plan defined in order for [CTN] and no priceplan defined in Gemini • Customer does not have access to [price plan] priceplan • Customer does not have access to service order charge [SOC] • No price plan defined and no tariff defined in Warehouse for [CTN] • No price plan details returned from TIL call <ul style="list-style-type: none"> ○ Error return from call to get existing price plan details: error description ○ Customer does not have access to SOC [SOC code] ○ Could not get handset details from Warehouse for [part number] ○ Warehouse price of [warehouse price] does not equal to order price of [order price] • Airtime BAN [BAN/BEN] not valid for [corporate] • Could not find owning handset for accessory [part number] • Could not get accessory definition for [part number] • User title [title] is not valid • Provided email address for user details is not valid • Provided mobile phone number for user details accessory order is not valid for organisation placing the order • Device [part-number] does not support eSIM
<p>Null response received from warehouse</p>	<p>Warehouse returned an empty response</p>
<p>No reply received from warehouse</p>	<p>Warehouse did not respond within the timeout period (30 seconds)</p>
<p>Warehouse error return</p>	<p>Warehouse returned an error as a result of processing the order request.</p>



3 Device Order Tracking

To track an order that has previously been submitted, either via the API or by any other channel (the VCO website, Customer Services, etc) you can use the order tracking API service.

You can provide the following values in order to search for orders:

- The reference number returned in the order response
- The payload included in the order if it was received outside of opening hours and a Queued Order response was received

3.1 Request XML

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<order_tracking_detail_request>
  <sender>
    <!-- header to allow VCO to assure identity of entity sending the order -->
    <identity>userid</identity>
    <secret>secret</secret>
  </sender>
  <!--reference is the Vodafone order number returned in order response message -->
  <reference>X123456</reference>
</order_tracking_detail_request>
```

3.2 Response XML

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<order_tracking_detail_response>
  <reference>X123456</reference>
  <po_number>PO 123</po_number>
  <status>Despatched</status>
  <billing_account_number>600000000</billing_account_number>
  <billing_entity_number>00001</billing_entity_number>
  <raised_date>01/01/2016</raised_date>
  <raised_time>09:11</raised_time>
  <billing_address>
    <name>name</name>
    <line1>line 1</line1>
    <line2>line 2</line2>
    <line3>line 3</line3>
    <line4>line 4</line4>
    <post_code>RG7 4SA</post_code>
  </billing_address>
  <delivery_address>
    <name>name</name>
    <line1>line 1</line1>
```



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```

<line2>line 2</line2>
<line3>line 3</line3>
<line4>line 4</line4>
<post_code>RG7 4SA</post_code>
</delivery_address>
<equipment>
  <items>
    <item>
      <despatch_date>02/01/2016</despatch_date>
      <despatch_status>Despatched</despatch_status>
      <despatch_quantity>1</despatch_quantity>
      <model>Device model name</model>
      <price>99.99</price>
      <invoice_number>I123456</invoice_number>
      <consignment_number>000111222333</consignment_number>
      <user_details>
        <user>
          <name>User name</name>
          <mobile_phone_number>0777777777</mobile_phone_number>
        </user>
      </user_details>
    <imei_numbers>
      <imei>35210000000000</imei>
    </imei_numbers>
    </item>
  </items>
</equipment>
</order_tracking_detail_response>

```

The status values, both at the order level and for individual items, can be one of the following values:

- Stock Allocated
- On BackOrder
- Despatched
- Invoiced
- Being Picked
- Part Despatched
- In Progress

3.3 The payload included Error XML

```

<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<error>
  <code>999</code>
  <message>Order not found with reference X123457</message>

```



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</error>



4 SIM Connection

Use this call to connect blank, inactive SIMs onto the network.

4.1 Request XML

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<sim_connection payload="unique_identifier" timestamp="20/01/2015 14:46">
  <sender>
    <identity>customer-userid</identity>
    <secret>***</secret>
  </sender>
  <!-- completion_email is an optional attribute; VCO will send a mail to this
recipient when all SIM Cards in the request are processed -->
  <!-- individual_notification is an optional attribute; VCO will send a mail to
this email address of the user recipient, if provided, when the SIM is connected --
>
  <sims completion_email='notify@company.com' individual_notification='Y'>
    <!-- this example is for a blank SIM card that is not already reserved on the
network -->
    <sim>
      <sim_card>89441000000000000001</sim_card>
      <tariff>
        <!-- mobile phone number of parent connection if using a sharer tariff -->
        <parent_number></parent_number>
        <!-- part number of priceplan -->
        <priceplan>TARIFF</priceplan>
        <!-- part number of services and features to add to connection -->
        <services>
          <service>GPRSSA</service>
          <service>INTPR</service>
          <service>NONSUB</service>
        </services>
      </tariff>
      <!-- user details for connection -->
      <user>
        <title>MR</title>
        <first_name>Sample</first_name>
        <last_name>Name</last_name>
        <email>user@company.com</email>
      </user>
      <!-- billing cost centre codes -->
      <cost_centres>
        <cost_centre_code_1>CC1</cost_centre_code_1>
      </cost_centres>
    </sim>
  </sims>
</sim_connection>
```



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```

    <cost_centre_code_2>CC2</cost_centre_code_2>
    <cost_centre_code_3>CC3</cost_centre_code_3>
    <cost_centre_code_4>CC4</cost_centre_code_4>
</cost_centres>
<!-- airtime billing account -->
<airtime_billing>
    <billing_account_number>600600600</billing_account_number>
    <billing_entity_number>00001</billing_entity_number>
</airtime_billing>
</sim>
<!-- this example is for a reserved SIM card that is not configured the
network and requires activation -->
<sim>
    <sim_card>89441000000000000002</sim_card>
    <user>
        <title>MR</title>
        <first_name>Sample</first_name>
        <last_name>Name</last_name>
        <email>user@company.com</email>
    </user>
    <cost_centres>
        <cost_centre_code_1>CC1</cost_centre_code_1>
        <cost_centre_code_2>CC2</cost_centre_code_2>
        <cost_centre_code_3>CC3</cost_centre_code_3>
        <cost_centre_code_4>CC4</cost_centre_code_4>
    </cost_centres>
</sim>
</sims>
</sim_connection>

```

4.2 Response XML

```

<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<sim_connection>
    <!-- unique reference number for the request, only returned for a successful
submission -->
    <reference>123456789</reference>
    <!-- N if submitted when VCO is open, Y if received when site is closed and will
be processed when site next available -->
    <queued>N</queued>
    <!-- only present if an error was detected in the request -->
    <error>SIM Card 89441000000000000001 is not valid</error>
</sim_connection>

```

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4.3 Error XML

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<error>
  <code>999</code>
  <message>SIM Card 89441000000000000001 is not valid </message>
</error>
```



5 Tracking SIM Connections

Use this call to retrieve the status of previously submitted SIM Connection requests. These can have been made either through the API or the VCO browser interface.

5.1 Request XML

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<track_sims>
  <sender>
    <identity>customer-userid</identity>
    <secret>***</secret>
  </sender>
  <!-- if you require all details of a participant submission include the reference
number returned for that request -->
  <reference>12345678</reference>
  <!-- if you require information on individual SIM Cards submitted the SIM
Connection process provide a list of SIM cards -->
  <!-- if you use this retrieval method do not supply a reference node as it will
be ignored -->
  <sims>
    <sim_card>89441000000000000001</sim_card>
    <sim_card>89441000000000000002</sim_card>
    <sim_card>89441000000000000003</sim_card>
  </sims>
</track_sims>
```

5.2 Response XML

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<track_sims>
  <sims>
    <sim>
      <sim_card>89441000000000000001</sim_card>
      <!-- Status will be one of CONNECTED, PENDING, REJECTED or ERROR -->
      <status>CONNECTED</status>
      <phone_number>0777777777</phone_number>
    </sim>
    <sim>
      <sim_card>89441000000000000002</sim_card>
      <status>PENDING</status>
    </sim>
    <sim>
      <sim_card>89441000000000000003</sim_card>
```



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```
<status>ERROR</status>  
<comments>SIM Card not found</comments>  
</sim>  
</sims>  
</track_sims>
```



6 SIM Swap

Use this call to swap an existing mobile phone number to a new SIM Card.

6.1 Request XML

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<swap_sims payload="unique_identifier" timestamp="20/01/2015 14:46">
  <sender>
    <identity>customer-userid</identity>
    <secret>***</secret>
  </sender>
  <!-- include between one and 25 SIM Cards to swap -->
  <sims>
    <sim>
      <!-- phone number is the mobile phone number for the SIM you want to swap -->
      <phone_number>0777777777</phone_number>
      <!-- this is the number of the SIM Card to swap the connection to -->
      <new_sim_card>89441000000000000001</new_sim_card>
      <!-- this is the EID number of the device to swap the connection to; optional
for eSIM capable devices only-->
      <new_eid_number>48528412072058882887726257014695</new_eid_number>
      <!-- optional node to set to Y if the phone number should be moved to an eSIM
device -->
      <esim>Y</esim>
    </sim>
    <sim>
      <phone_number>0777777778</phone_number>
      <new_sim_card>89441000000000000002</new_sim_card>
    </sim>
  </sims>
</swap_sims>
```

6.2 Response XML

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<swap_sims>
  <sims>
    <!-- this is an example of successful response -->
    <sim>
      <phone_number>0777777777</phone_number>
      <sim_card>89441000000000000001</sim_card>
      <status>OK</status>
    </sim>
```



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```
<!-- this is an example of line in the request that was rejected due to an  
error in the data -->
```

```
<sim>
```

```
<phone_number>07777777778</phone_number>
```

```
<sim_card>89441000000000000002</sim_card>
```

```
<status>ERROR</status>
```

```
<comments>Mobile phone number not found</comments>
```

```
</sim>
```

```
</sims>
```

```
</swap_sims>
```



7 Disconnect a number

Use this call to disconnect a mobile phone number from the network. This process can take up to 30 days to complete.

7.1 Request XML

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<disconnect_number>
  <sender>
    <identity>customer-userid</identity>
    <secret>***</secret>
  </sender>
  <!-- this is the mobile phone or SIM Card number you want to disconnect from the
network -->
  <!--use the same node for both values. Mobile phone numbers must be 11 digits and
star with 07. SIM Card numbers must be 20 digits in length and start with 89441 -->
<phone_number>07788416895</phone_number>
  <!--example of providing a SIM Card instead of a mobile phone number
<phone_number>8944100000000000001</phone_number>
  -->
  <!-- an optional email address to receive a notification when the request has
been processed -->
  <notification_email>copy@vodafone-corporate.co.uk</notification_email>
  <!-- any user provided comments -->
  <comments>User provided comments relating to the disconnection request</comments>
</disconnect_number>
```

7.2 Response XML

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<disconnect_number>
  <phone_number>07788416895</phone_number>
  <!-- Y if the request was accepted, N if an error occurred -->
  <processed>Y</processed>
  <!-- reason for a request being rejected -->
  <error></error>
</disconnect_number>
```



8 Get connection details

Use this call to request the current configuration of a mobile phone number on the network.

8.1 Request XML

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<get_connection>
  <sender>
    <identity>customer-userid</identity>
    <secret>***</secret>
  </sender>
  <phone_number>07788416895</phone_number>
</get_connection>
```

8.2 Response XML

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<get_connection>
  <phone_number>07788416895</phone_number>
  <!-- can be ACTIVE, SUSPENDED, RESERVED OR CANCELLED -->
  <status>ACTIVE</status>
  <tariff>
    <!-- part number of priceplan -->
    <priceplan>TARIFF</priceplan>
    <!-- part number of services and features defined on the connection -->
    <services>
      <service>GPRSSA</service>
      <service>DATAROAM</service>
    </services>
  </tariff>
  <!-- optional node, returns any error that occurred whilst making the request -->
  <error></error>
</get_connection>
```



9 Change connection

Use this call to change the configuration of a mobile phone number on the network by replacing the price plan and any features (such as roaming, voice mail, etc). This call must contain the complete target configuration of the connection, i.e. it is not possible to simply add or remove features with this call.

9.1 Request XML

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<change_connection>
  <sender>
    <identity>customer-userid</identity>
    <secret>***</secret>
  </sender>
  <phone_number>07788416895</phone_number>
  <tariff>
    <!-- part number of priceplan -->
    <priceplan>TARIFF</priceplan>
    <!-- part number of services and features to change on connection -->
    <services>
      <service>GPRSSA</service>
      <service>DATAROAM</service>
    </services>
  </tariff>
</change_connection>
```

9.2 Response XML

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<change_connection>
  <phone_number>07788416895</phone_number>
  <!--Y if update successful, N if an error occurred -->
  <updated>Y</updated>
  <!--reasons for error if update failed -->
  <error></error>
</change_connection>
```

**ATTACHMENT 4 TO ANNEX 1
VCO ORDERING WEB SERVICES USER GUIDE**



Vodafone Corporate Online Web Service Ordering User Guide



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1 Web Service Ordering API

VCO's Ordering API enables customers to place orders directly to Vodafone's Warehouse ordering system from their external marketplace or platform.

1.1 Authorisation

The credentials for the customer are included in the order request. These uniquely identify the organisation placing the order and are provided when the customer registers with the VCO API interface.

1.2 Access

In order to use the Ordering API, you need to send the relevant web service request XML to the following API in an HTTP POST

- **Production:** <https://www.vcol.co.uk/wsapi/ws>
- **Test:** <https://vit1.vcol.co.uk/wsapi/ws>

1.3 Errors

If the API interface detects an issue, such as a request in an unsupported format, invalid credentials, a value for a parameter that is not allowed for the organisation, then it will return a standard error message. This is an XML message contained in the body of the response. The HTTP response code will be 200, the error code and a description of the condition will be contained in the XML.

An example response is shown below:

```
<env:Envelope xmlns:env="http://schemas.xmlsoap.org/soap/envelope/">
  <env:Header/>
  <env:Body>
    <env:Fault>
      <faultcode>env:Server</faultcode>
      <faultstring>Error description contained here</faultstring>
    </env:Fault>
  </env:Body>
</env:Envelope>
```



2 Device and Accessory Ordering

You can retrieve a schema description of the ordering interface by accessing the following URL:

<https://vit1.vcol.co.uk/wsapi/ws/orderRequest.wsdl>

2.1 Request XML

```
<soapenv:Envelope xmlns:soapenv="http://schemas.xmlsoap.org/soap/envelope/"
xmlns:wsap="http://www.vcol.co.uk/wsapi">
  <soapenv:Header/>
  <soapenv:Body>
    <wsap:orderRequest payload="unique-payload" timestamp="29_07_2019"
poNumber="purchase order">
      <wsap:sender>
        <wsap:identity>user-account</wsap:identity>
        <wsap:secret>credentials</wsap:secret>
        <!--Optional:-->
        <wsap:businessUnit></wsap:businessUnit>
      </wsap:sender>
      <wsap:deliveryAddress>
        <wsap:attention>Delivery attention</wsap:attention>
        <wsap:line1>Delivery line1</wsap:line1>
        <wsap:line2>Delivery line2</wsap:line2>
        <wsap:town>Delivery town</wsap:town>
        <wsap:county>Delivery county</wsap:county>
        <wsap:postCode>RG7 4SA</wsap:postCode>
        <wsap:country>United Kingdom</wsap:country>
      </wsap:deliveryAddress>
      <wsap:billingAddress>
        <wsap:attention>Billing attention</wsap:attention>
        <wsap:line1>Billing line1</wsap:line1>
        <wsap:line2>Billing line2</wsap:line2>
        <wsap:town>Billing town</wsap:town>
        <wsap:county>Billing county</wsap:county>
        <wsap:postCode>RG74 SA</wsap:postCode>
        <wsap:country>United Kingdom</wsap:country>
      </wsap:billingAddress>
      <wsap:equipmentBilling>
        <wsap:accountNumber>670000001</wsap:accountNumber>
        <wsap:accountEntity>00001</wsap:accountEntity>
      </wsap:equipmentBilling>
      <wsap:items>
        <!--1 or more repetitions:-->
        <wsap:item>
          <wsap:partNumber>083777</wsap:partNumber>
          <wsap:description>APPLE AP iPhone 6 64GB SLVR GOV
SP</wsap:description>
          <wsap:price>499.99</wsap:price>
          <wsap:quantity>1</wsap:quantity>
          <!--Optional: should the device be connected using an eSIM - Y/N -->
          <wsap:esim>Y</wsap:esim>
        </wsap:item>
      </wsap:items>
    </wsap:orderRequest>
  </soapenv:Body>
</soapenv:Envelope>
```



```

<!--Optional:-->
<wsap:upgradeNumber></wsap:upgradeNumber>
<!--Optional:-->
<wsap:tariff>
  <wsap:priceplan>TARIFF-CODE</wsap:priceplan>
  <wsap:services>
    <!--Zero or more repetitions:-->
    <wsap:service>4GADVDS</wsap:service>
    <wsap:service>WIFI_001</wsap:service>
    <wsap:service>INTPR</wsap:service>
    <wsap:service>ROAM</wsap:service>
    <wsap:service>NONSUB</wsap:service>
  </wsap:services>
</wsap:tariff>
<!--Optional:-->
<wsap:user>
  <wsap:title>MR</wsap:title>
  <wsap:firstName>Test</wsap:firstName>
  <wsap:lastName>User</wsap:lastName>
  <!--Optional:-->
  <wsap:email>test@testing.com</wsap:email>
</wsap:user>
<!--Optional:-->
<wsap:costCenters>
  <wsap:costCode1>
    <wsap:costCode>CC1</wsap:costCode>
  </wsap:costCode1>
  <wsap:costCode2>
    <wsap:costCode>CC2</wsap:costCode>
  </wsap:costCode2>
  <wsap:costCode3>
    <wsap:costCode>CC3</wsap:costCode>
  </wsap:costCode3>
  <wsap:costCode4>
    <wsap:costCode>CC4</wsap:costCode>
  </wsap:costCode4>
</wsap:costCenters>
<!--Optional:-->
<wsap:airtimeBilling>
  <wsap:billingAccount>
    <wsap:accountNumber>67000001</wsap:accountNumber>
    <wsap:accountEntity>00001</wsap:accountEntity>
  </wsap:billingAccount>
  <!--Optional:-->
  <wsap:address>
    <wsap:attention>Airtime attention</wsap:attention>
    <wsap:line1>Airtime line1</wsap:line1>
    <wsap:line2>Airtime line2</wsap:line2>
    <wsap:town>Airtime town</wsap:town>
    <wsap:county>Airtime county</wsap:county>
    <wsap:postCode>RG7 4SA</wsap:postCode>
    <wsap:country>United Kingdom</wsap:country>
  </wsap:address>
</wsap:airtimeBilling>

```



```

        </wsap:address>
    </wsap:airtimeBilling>
    </wsap:item>
</wsap:items>
</wsap:orderRequest>
</soapenv:Body>
</soapenv:Envelope>

```

The title field should contain one of the following supported entries:

- MR
- MRS
- MISS
- MS
- DR
- PROF
- REV
- SIR
- REF:

2.2 Response XML

If the order is successful, the follow XML response is sent.

```

<env:Envelope xmlns:env="http://schemas.xmlsoap.org/soap/envelope/">
  <env:Header/>
  <env:Body>
    <orderResponse xmlns="http://www.vcol.co.uk/wsapi">
      <orderDetails>
        <reference>X123456</reference>
        <!-- can be In Stock, Partial Stock or Out of stock -->
        <stock>In Stock</stock>
        <!-- Set to Y if order received out of hours -->
        <queued>N</queued>
        <deliveryDate>31/07/2019</deliveryDate>
        <despatchDate>today</despatchDate>
      </orderDetails>
    </orderResponse>
  </env:Body>
</env:Envelope>

```

2.3 Queued Response XML

If an order is placed outside of the VCO opening hours then it will be queued for later submission and the following XML will be returned:

```

<env:Envelope xmlns:env="http://schemas.xmlsoap.org/soap/envelope/">
  <env:Header/>
  <env:Body>
    <orderResponse xmlns="http://www.vcol.co.uk/wsapi">
      <orderDetails>

```



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```
<!-- Set to Y if order received out of hours -->
<queued>Y</queued>
<message>Your order will be processed when the site is next
open</message>
</orderDetails>
</orderResponse>
</env:Body>
</env:Envelope>
```

To track an order that has been received out of hours you can use the payload reference included in the in order to track against. More details are in the device order tracking section.



2.4 Error Messages

Error message	Reason
Payload not valid	Unique identifier not provided
Payload not unique	Order previously received on date and time
Error placing order: [Message]	<p>An exception occurred whilst placing the order. This message is returned if there is an issue with the contents of the order.</p> <p>Values for the [message] can include:</p> <ul style="list-style-type: none"> • No order items provided • Could not identify part [part number – part description] • No description for [part number] • Mobile phone number for order [CTN] could not be validated • No reply received from Get CTN Details request for [CTN] • Mobile phone number cttn not valid: error [error code] • No price plan and no upgrade number specified for handset [part number] • No tariff section provided: mandatory for New Connection order • No price plan defined in order for [CTN] and no priceplan defined in Gemini • Customer does not have access to [price plan] priceplan • Customer does not have access to service order charge [SOC] • No price plan defined and no tariff defined in Warehouse for [CTN] • No price plan details returned from TIL call <ul style="list-style-type: none"> ○ Error return from call to get existing price plan details: error description ○ Customer does not have access to SOC [SOC code] ○ Could not get handset details from Warehouse for [part number] ○ Warehouse price of [warehouse price] does not equal to order price of [order price] • Airtime BAN [BAN/BEN] not valid for [corporate] • Could not find owning handset for accessory [part number] • Could not get accessory definition for [part number] • User title [title] is not valid • Device [part-number] does not support eSIM
Null response received from warehouse	Warehouse returned an empty response
No reply received from warehouse	Warehouse did not respond within the timeout period (30 seconds)
Warehouse error return	Warehouse returned an error as a result of processing the order request.





3 Device Order Tracking

To track an order that has previously been submitted, either via the API or by any other channel (the VCO website, Customer Services, etc) you can use the order tracking API service.

You can provide the following values in order to search for orders:

- The reference number returned in the order response
- The payload included in the order if it was received outside of opening hours and a Queued Order response was received

You can retrieve a schema description of the ordering interface by accessing the following URL:

<https://vit1.vcol.co.uk/wsapi/ws/trackingRequest.wsdl>

3.1 Request XML

```
<soapenv:Envelope xmlns:soapenv="http://schemas.xmlsoap.org/soap/envelope/"
xmlns:trac="http://www.vcol.co.uk/wsapi">
  <soapenv:Header/>
  <soapenv:Body>
    <trac:trackingRequest>
      <trac:sender>
        <trac:identity>user-account</trac:identity>
        <trac:secret>credentials</trac:secret>
      </trac:sender>
      <!-- can be order reference number or payload for queued orders -->
      <trac:reference>X123456</trac:reference>
    </trac:trackingRequest>
  </soapenv:Body>
</soapenv:Envelope>
```

3.2 Response XML

```
<env:Envelope xmlns:env="http://schemas.xmlsoap.org/soap/envelope/">
  <env:Header/>
  <env:Body>
    <trackingResponse xmlns="http://www.vcol.co.uk/wsapi">
      <orderDetails>
        <reference>X123456</reference>
        <poNumber>Purchase order number</poNumber>
        <status>Despatched</status>
        <billingAccount>670000001/00001</billingAccount>
        <raisedDate>31/07/2019</raisedDate>
        <raisedTime>12:16</raisedTime>
        <billingAddress>
          <name>Delivery attention</name>
          <line1>Delivery line1</line1>
          <line2>Delivery line2</line2>
```



```

    <line3>Delivery town</line3>
    <line4>United Kingdom</line4>
    <postCode>RG7 4SA</postCode>
  </billingAddress>
  <deliveryAddress>
    <name>Delivery attention</name>
    <line1>Delivery line1</line1>
    <line2>Delivery line2</line2>
    <line3>Delivery town</line3>
    <line4>United Kingdom</line4>
    <postCode>RG7 4SA</postCode>
  </deliveryAddress>
  <items>
    <item>
      <despatchDate/>
      <despatchStatus>Despatched</despatchStatus>
      <despatchQuantity>1</despatchQuantity>
      <invoiceQuantity>1</invoiceQuantity>
      <model>AP iPHONE 6 64GB SLVR GOV SP</model>
      <price>499.99</price>
      <invoiceNumber/>
    </item>
    <item>
      <despatchDate/>
      <despatchStatus>Despatched</despatchStatus>
      <despatchQuantity>1</despatchQuantity>
      <invoiceQuantity>0</invoiceQuantity>
      <model>CON TRIPLE SIM (CORP/DISE)</model>
      <price>0.0</price>
      <invoiceNumber/>
    </item>
  </items>
</orderDetails>
</trackingResponse>
</env:Body>
</env:Envelope>

```

The status values, both at the order level and for individual items, can be one of the following values:

- Stock Allocated
- On BackOrder
- Despatched
- Invoiced
- Being Picked



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- Part Despatched
- In Progress



4 SIM Swap

Use this call to swap an existing mobile phone number to a new SIM Card.

You can retrieve a schema description of the ordering interface by accessing the following URL:

<https://vit1.vcol.co.uk/wsapi/ws/swapSIMRequest.wsdl>

4.1 Request XML

```
<soapenv:Envelope xmlns:soapenv="http://schemas.xmlsoap.org/soap/envelope/"
xmlns:wsap="http://www.vcol.co.uk/wsapi">
```

```
<soapenv:Header/>
```

```
<soapenv:Body>
```

```
<wsap:swapSIMRequest>
```

```
<wsap:sender>
```

```
<wsap:identity>user-account</wsap:identity>
```

```
<wsap:secret>credentials</wsap:secret>
```

```
</wsap:sender>
```

```
<!--Optional:-->
```

```
<wsap:contactNumber>phone-number</wsap:contactNumber>
```

```
<!--1 or more repetitions:-->
```

```
<wsap:numbers>
```

```
<wsap:number>
```

```
<wsap:phoneNumber>0777777777</wsap:phoneNumber>
```

```
<!--Optional:-->
```

```
<wsap:newSIM>89441000000000000001</wsap:newSIM>
```

```
<!--Optional:-->
```

```
<wsap:newEID></wsap:newEID>
```

```
<!--Optional:-->
```

```
<wsap:esim>>false</wsap:esim>
```

```
</wsap:number>
```

```
<wsap:number>
```

```
<wsap:phoneNumber>0777777778</wsap:phoneNumber>
```

```
<!--Optional:-->
```

```
<wsap:newSIM></wsap:newSIM>
```

```
<!--Optional:-->
```

```
<wsap:newEID></wsap:newEID>
```

```
<!--Optional:-->
```

```
<wsap:esim>>true</wsap:esim>
```

```
</wsap:number>
```

```
</wsap:numbers>
```

```
</wsap:swapSIMRequest>
```

```
</soapenv:Body>
```

```
</soapenv:Envelope>
```



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4.2 Response XML

```
<SOAP-ENV:Envelope xmlns:SOAP-ENV="http://schemas.xmlsoap.org/soap/envelope/">
  <SOAP-ENV:Header/>
  <SOAP-ENV:Body>
    <ns2:swapSIMResponse xmlns:ns2="http://www.vcol.co.uk/wsapi">
      <ns2:reference>123456</ns2:reference>
    </ns2:swapSIMResponse>
  </SOAP-ENV:Body>
</SOAP-ENV:Envelope>
```



5 Disconnect a number

Use this call to disconnect a mobile phone number from the network. This process can take up to 30 days to complete.

You can retrieve a schema description of the ordering interface by accessing the following URL:

<https://vit1.vcol.co.uk/wsapi/ws/disconnectNumberRequest.wsdl>

5.1 Request XML

```
<soapenv:Envelope xmlns:soapenv="http://schemas.xmlsoap.org/soap/envelope/"
xmlns:wsap="http://www.vcol.co.uk/wsapi">
  <soapenv:Header/>
  <soapenv:Body>
    <wsap:disconnectNumberRequest>
      <wsap:sender>
        <wsap:identity>user-account</wsap:identity>
        <wsap:secret>credentials</wsap:secret>
      </wsap:sender>
      <wsap:phone_number>0777777777</wsap:phone_number>
      <!--Optional:-->
      <wsap:notificationEmail>test@company.com</wsap:notificationEmail>
      <!--Optional:-->
      <wsap:comments>Test from Web Service</wsap:comments>
    </wsap:disconnectNumberRequest>
  </soapenv:Body>
</soapenv:Envelope>
```

5.2 Response XML

```
<SOAP-ENV:Envelope xmlns:SOAP-ENV="http://schemas.xmlsoap.org/soap/envelope/">
  <SOAP-ENV:Header/>
  <SOAP-ENV:Body>
    <ns2:disconnectNumberResponse xmlns:ns2="http://www.vcol.co.uk/wsapi">
      <ns2:phone_number>0777777777</ns2:phone_number>
      <ns2:processed>true</ns2:processed>
    </ns2:disconnectNumberResponse>
  </SOAP-ENV:Body>
</SOAP-ENV:Envelope>
```



6 Get connection details

Use this call to request the current configuration of a mobile phone number on the network.

You can retrieve a schema description of the ordering interface by accessing the following URL:

<https://vit1.vcol.co.uk/wsapi/ws/getConnectionRequest.wsdl>

6.1 Request XML

```
<soapenv:Envelope xmlns:soapenv="http://schemas.xmlsoap.org/soap/envelope/"
xmlns:wsap="http://www.vcol.co.uk/wsapi">
  <soapenv:Header/>
  <soapenv:Body>
    <wsap:getConnectionRequest>
      <wsap:sender>
        <wsap:identity>user-account</wsap:identity>
        <wsap:secret>credentials</wsap:secret>
      </wsap:sender>
      <wsap:phone_number>0777777777</wsap:phone_number>
    </wsap:getConnectionRequest>
  </soapenv:Body>
</soapenv:Envelope>
```

6.2 Response XML

```
<SOAP-ENV:Envelope xmlns:SOAP-ENV="http://schemas.xmlsoap.org/soap/envelope/">
  <SOAP-ENV:Header/>
  <SOAP-ENV:Body>
    <ns2:getConnectionResponse xmlns:ns2="http://www.vcol.co.uk/wsapi">
      <ns2:phone_number>0777777777</ns2:phone_number>
      <ns2:connectionDetails>
        <ns2:priceplan>BUADB10</ns2:priceplan>
        <ns2:services>
          <ns2:service>INTPR:International & Prem</ns2:service>
          <ns2:service>NONSUB:Nonsub.Voicemail</ns2:service>
          <ns2:service>ROAM:Roaming</ns2:service>
          <ns2:service>GPRSSA:VVT Data</ns2:service>
        </ns2:services>
      </ns2:connectionDetails>
    </ns2:getConnectionResponse>
  </SOAP-ENV:Body>
</SOAP-ENV:Envelope>
```



7 Change connection

Use this call to change the configuration of a mobile phone number on the network by replacing the price plan and any features (such as roaming, voice mail, etc). This call must contain the complete target configuration of the connection, i.e. it is not possible to simply add or remove features with this call.

You can retrieve a schema description of the ordering interface by accessing the following URL:

<https://vit1.vcol.co.uk/wsapi/ws/changeConnectionRequest.wsdl>

7.1 Request XML

```
<soapenv:Envelope xmlns:soapenv="http://schemas.xmlsoap.org/soap/envelope/"
xmlns:wsap="http://www.vcol.co.uk/wsapi">
```

```
<soapenv:Header/>
```

```
<soapenv:Body>
```

```
<wsap:changeConnectionRequest>
```

```
<wsap:sender>
```

```
<wsap:identity>user-account</wsap:identity>
```

```
<wsap:secret>credentials</wsap:secret>
```

```
</wsap:sender>
```

```
<wsap:phone_number>0777777777</wsap:phone_number>
```

```
<wsap:connection>
```

```
<wsap:priceplan>CATSR</wsap:priceplan>
```

```
<wsap:services>
```

```
<!--Zero or more repetitions:-->
```

```
<wsap:service>INTPR</wsap:service>
```

```
<wsap:service>ROAM</wsap:service>
```

```
<wsap:service>NONSUB</wsap:service>
```

```
</wsap:services>
```

```
</wsap:connection>
```

```
</wsap:changeConnectionRequest>
```

```
</soapenv:Body>
```

```
</soapenv:Envelope>
```

7.2 Response XML

```
<SOAP-ENV:Envelope xmlns:SOAP-ENV="http://schemas.xmlsoap.org/soap/envelope/">
```

```
<SOAP-ENV:Header/>
```

```
<SOAP-ENV:Body>
```

```
<ns2:changeConnectionResponse xmlns:ns2="http://www.vcol.co.uk/wsapi">
```

```
<ns2:phone_number>0777777777</ns2:phone_number>
```

```
<ns2:message>Update successful</ns2:message>
```

```
</ns2:changeConnectionResponse>
```

```
</SOAP-ENV:Body>
```



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</SOAP-ENV:Envelope>

**ATTACHMENT 5 TO ANNEX 1
STANDARD MOBILE SERVICE REPORT**

Helpdesk & Orders



Customer Helpdesk Data	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20
Helpdesk calls received	3	2	4	7	3	0
Average helpdesk response time (Secs)	63.3	30.5	0	3.7	63.3	0

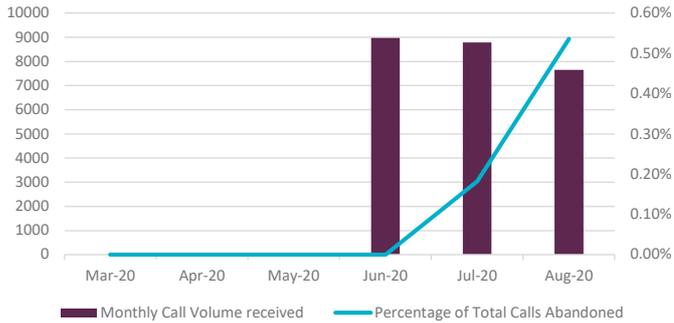
UK-Wide Helpdesk Data - Voice Calls

Monthly Call Volume received	0	0	0	8967	8780	7651
Answered within 20 seconds	0.00%	0.00%	0.00%	0.00%	98.00%	95.00%
Average Speed of Answer (seconds)	0	0	0	0	2	10
Percentage of Total Calls Abandoned	#DIV/0!	#DIV/0!	#DIV/0!	0.00%	0.18%	0.54%

UK-Wide Helpdesk Data - Webchat

Number of Webchats received in month	0	13411	11555	13554	14224	11732
Average Time to Answer (Seconds)	0	67	44	29	32	53
Percentage of Total Webchats Abandoned	#DIV/0!	3.11%	1.61%	1.74%	1.56%	2.17%

UK-Wide Helpdesk Data - Voice Calls



UK-Wide Helpdesk Data - Webchat



Helpdesk & Orders Cont'd



Customer Order Data	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20
Number of Handset Orders	46	20	69	27	46	0
Number of Accessory Orders	4	3	5	10	4	0
Number of New Connection Orders	17	1	4	4	17	0
Number of Handset Upgrade Orders	29	19	65	23	29	0

VCO orders meeting SLA - dispatch on day of order confirmation (Target 100%)	100	100	100	100	100	99.9
Non-VCO orders meeting SLA - dispatch within 24 working hours of order confirmation (Target 95%)	100	100	100	100	95	94.9

ANNEX 2 CARBON FOOTPRINT

1.1 ENVIRONMENTAL CONTEXT

TfL is committed to continue being the strong green heartbeat of London and fully supports the Mayor of London's aims to make London one of the greenest cities in the world.

TfL's key environmental commitments are set out in its Corporate Environmental Plan (CEP). These include:

- contributing to achieve the Mayor's target of a net-zero carbon by 2030;
- achieving zero-carbon emissions across our operations and head office buildings by 2030;
- supporting a circular economy which prevents waste and re-uses waste to achieve the Mayor's target to become a zero waste city by 2053; and
- deliver activities responsibly and being a good neighbour.

The Supplier is required to demonstrate how they shall respect and deliver on the principles outlined within the CEP and other associated strategies such as the Mayor of London's Transport and Environment Strategies when supplying products and services to TfL.

1.2 WHOLE LIFE IMPACT MANAGEMENT

The Supplier shall maximise the sustainable performance of their activities (including through their supply chain) and minimise whole life impact (e.g. both embodied carbon and carbon emissions).

The Supplier shall strive to lower the contract's whole life environmental and financial cost by investigating, and where practicable implementing, innovative sustainable design and manufacturing solutions.

The Supplier shall work with third party suppliers and contractors within their supply chain to lower the whole life environmental impact associated with products and services supplied from third parties.

The Supplier and its supply chain shall for example;

- use principles that consider the longer-term design life of items supplied and offer solutions that remain state of the art;
- use designs, systems, and practices that shall reduce energy and fossil fuels used to manufacture items;
- design systems for manufacturing methods that minimise water use during the production of items supplied;
- design systems for manufacturing methods that minimise use of virgin raw materials during the production of items supplied;
- adapt processes that utilise end of life items generated within the contract within the manufacture of new products in a circular method; and
- implement such environment hierarchies as the Carbon Reduction Hierarchy, the Energy Hierarchy and the Waste Management Hierarchy.

The Supplier shall implement circular economy business models over traditional systems, as far as reasonably practicable. The Supplier shall discuss with TfL how they shall utilise circular economy models to design out and manage waste.

The Supplier shall identify, assesses, and utilise transport opportunities that shall reduce vehicle mileage and associated carbon / air quality emissions. These may include, but are not limited to, delivery by rail, river, E-cargo bike etc. or the consolidation of loads. To

minimise air quality impacts the Supplier shall deliver the Services using zero emission vehicles wherever feasible.

ANNEX 3 BCDR PLAN

Vodafone's Business Resilience Whitepaper provides a high-level description of the Supplier's BCDR Plan and it may be supplemented with further detail from the sources described within the paper from time to time.



Vodafone UK

Business Resilience Whitepaper

Published: 07/10/2022

Version 4.1

Contents

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1. Executive Summary

Vodafone UK (VFUK) is committed to being a resilient organisation. We invest significant time and resource into ensuring that we are able to respond effectively to adverse events and recover quickly to enable us to continue to deliver business activities and critical services to our customers, whilst safeguarding our people, network and brand.

We view resilience as an overarching discipline that encompasses a number of interrelated activities and functions, including Business Continuity (BC) Management, Crisis Management, Technology Resilience and Physical and Personnel Security. In order to ensure we measure ourselves against internationally recognised standards we invest in maintaining ISO certification across the areas that support our overarching resilience. We hold current ISO 22301, ISO 27001, ISO 9001, ISO 20000 certification.

2. Major Incident Management

VFUK experience Major Incidents (MI) across our fixed and mobile estate each year and we have an established process and team in place to deal with any such incident. An MI is an event that has significantly impacted, or has the potential to impact customers, either directly or indirectly.

The MI Team is staffed 24x7x365 to provide operational command and control of an MI to ensure it is dealt with in a timely manner, mitigating any impact that would be felt by our customers.

In the event that an MI escalates above and beyond pre-defined thresholds, a Crisis will be declared and will be supported by the Crisis Management (CM) Process.

3. Crisis Management

Vodafone UK have an established Crisis Management (CM) process as part of our Business Continuity Management System (BCMS). The process is flexible and can be activated to provide support in the event of any situation that poses a potential or actual threat to our business activities, services, customers, people, network or brand.

Within the CM Process we have a dedicated Crisis Team who co-ordinate and deliver CM, supported by nominated senior management personnel from across the business. All functions within the Crisis Team provide cover 24x7x365 and we regularly exercise and test our CM Process to ensure we are ready to respond if and when needed.

VFUK have a dedicated Crisis Plan in place to support the CM Process and this contains a number of pre-determined responses to specific Crisis events that are continually improved based on experience and exercise learning.

4. Business Continuity Management

Vodafone UK has an established Business Continuity Management System (BCMS), certified to ISO 22301, that covers all our voice and data services. Through the delivery of a robust BCMS, we are able to deliver our business critical functions and services to pre-defined levels during disruptive incidents and crises.

We also subject our Supply Chain to stringent BCMS reviews to ensure supplier resilience.

The BCMS is delivered by a dedicated and experienced Team of BC professionals supported by functional coordinators to ensure the accurate capture of the elements that contribute to functional Business Impact Analysis (BIAs) and Business Continuity Plans (BCPs), VFUK ensure that every area within our corporate structure is included within functional BIAs and BCPs, all of which are subject to annual review and exercising.



5. Technology Resilience

5.1 Our Network

Network Continuity

We use the latest technology to ensure our network is as resilient as possible with Network Operations Centres providing best in class network monitoring, management and service support. We work 24x7x365 to ensure that any issues on the network are identified, prioritised and addressed quickly and effectively so that any downtime is kept to a minimum.

Network Site Integrity

Our core network sites are equipped with physical and environmental control systems such as backup power systems, fire prevention and air conditioning to enable us to maintain the continuity of services that run through them.

Physical Controls

Our core sites are housed in secure premises which meet our physical security standards mandated by our dedicated Physical Security Team.

Environmental Controls

Our core sites have onsite generator backup capable of supporting the total electrical demand with an onsite fuel supply for multiple days as well as battery backup. The power design (generators, batteries and mains) and auto cutover are regularly tested to ensure uninterrupted power supply to all the core network equipment.

5.2 Mobile Network Resilience

The VFUK Mobile Network core is designed for reliability and availability, with design principles providing high availability operation at an element level within a site and geographic resilience at a network level ensuring platforms are not single points of failure. The network design is such that where a Radio Base Station provides a combination of 2G, 3G, 4G or 5G coverage, the site is connected to multiple Mobile Telephone Exchanges (MTX) to ensure continued availability even in the event of a complete MTX failure

5.3 Fixed Network Resilience

Our VFUK Fixed Network is a state-of-the-art converged network (known as RedStream) that provides connectivity for all our mobile, consumer and enterprise customers. The core network has been designed, built and tested with resilient equipment, physically diverse links and sites to offer high availability in the event of a failure, enabling us to maintain continuity of service to our customers.

To maximise the resilience benefits of our VFUK Fixed Network, customers should carefully consider their desired level of service availability and resilience when purchasing services from VFUK, such as dual access or backup links from the customer premise(s) to our network sites which will be more resilient than single access links. Further information on resilience options is available from your Account Management Team.

5.4 Our IT Systems

The VFUK IT Operations function is aligned to ITIL Service Management processes such as Risk, Change, Incident and Problem management with escalation and notification processes in place to assess and oversee the co-ordination of the response to any potential risk or service impacting events that may occur.

The categorisation of our VFUK IT Systems is based on the criticality of the business processes that they support, with internal service level agreements and key performance indicators defined.

A framework for testing the technical capability of our systems is in place. A key objective of the framework is to maintain team and technical levels of preparedness in order to respond to incidents, which have the potential to impact service to our customers.



6. Information Security

VFUK run an Information Security Management System (ISMS) in line with the recommendations and requirements of ISO 27001. Our ISMS ensures that we have a systematic approach to managing confidential and sensitive information to ensure it remains secure at all times.

7. Cyber Security

VFUK Cyber Security's mission is to protect VF People, Technology and Process. Through dedicated teams of Governance, Architecture, Consultancy and Operations it delivers the life cycle of; Plan, Design, Build, Run and Check, to deliver our technical solution (security by design) and support VFUK in fulfilling its legal and regulatory requirements.

Included in the Cyber Security function is a Security Operations Centre (SOC), supported by a dedicated intelligence function that combines internal expertise with best-in-class vendor support in order to ensure we protect our network and associated functions. The SOC and intelligence teams liaise closely with their opposite numbers in VF Group, allowing us to expand our coverage of global threats that could pose a risk to VFUK technology.

8. Physical & Personnel Security

VFUK have a dedicated Physical Security Team in place who are responsible for ensuring that our estate meets our physical security standards to ensure that we adequately protect our people and network. Their responsibilities include annual audits of our critical estate, the monitoring of access control and the setting of our minimum physical security standard baselines through a suite of Policies, Standards and Procedures. To further enhance our physical security infrastructure, we have a dedicated 24x7x365 Security Operations Centre (V-SOC) to provide live monitoring and management of our sites and their access, as well as provide situational updates to our field-based teams and assist in the coordination of any blue light responses.

We take our security culture seriously and continually manage internal security roadshows which is further supported by regular awareness campaigns to ensure our people act within our security culture and principals. In addition, all employees complete Annual Security training as part of Vodafone UK's 'Doing What's Right' training'

9. Risk Management

We have a robust risk management process, delivered by a dedicated internal Corporate Risk function, which is subject to regular reviews and continuous improvement. It ensures risks are identified, recorded, managed and mitigated as appropriate throughout our business including customer specific operational risks. Major risks are reported and escalated to senior management to ensure they are treated appropriately.

End of document



TRANSPORT FOR LONDON
and
VODAFONE LIMITED

Agreement for the provision of
Mobile Services Lot 1
Schedule 3.2
Commercially Sensitive Information

Transport for London
14 Pier Walk
London
SE10 0ES

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2. COMMERCIALY SENSITIVE INFORMATION 3

1. INTRODUCTION

This Schedule sets out a description of the Commercially Sensitive Information of the Supplier, in respect of which TFL is subject to the obligations described in Clause 18.8 (*TfL Obligation of Confidentiality*).

2. COMMERCIALLY SENSITIVE INFORMATION

No.	Date	Item(s)	Duration of Confidentiality
		Pricing information which is not publicly available.	N/A



TRANSPORT FOR LONDON
and
VODAFONE LIMITED

Agreement for the provision of
Mobile Services Lot 1
Schedule 3.3
Sub-contracting

Transport for London
14 Pier Walk
London
SE10 0ES

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1. INTRODUCTION

- 1.1 In accordance with Clauses 14.1 (*Appointment of Key Sub-contractors*) to 14.3 (*Key Sub-contracts*), the Supplier is obliged to notify TfL of the appointment of Key Sub-contractors and other material Sub-contractors involved in the provision of the Services (which are not Key Sub-contractors) and to obtain TfL's consent in certain circumstances.
- 1.2 The Key Sub-contractors and other material Sub-contractors identified as at the Effective Date are set out in the table below.
- 1.3 The Supplier shall update this Schedule from time to time in accordance with Clause 14 (*Supply Chain Rights and Protections*).

2. KEY SUB-CONTRACTORS

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Key Sub-contract price expressed as a percentage of total projected Charges over the Initial Term	Key role in delivery of the Services	Waivers to Key Sub-contract provisions set out in Clause 14.4 (<i>Terms of Key Sub-contracts</i>)
Openreach	Kelvin House, 123 Judd Street, London WC1H 9NP, registered in England and Wales No. 1069003		Additional Services - Physical delivery of access circuits	
Ring Central	Podium, Ealing Cross, 4th Floor, 85 Uxbridge Rd, London W5 5TH		Additional Services - Conference call platform for VBUC	
Lookout	45 Eagle Street Holborn London, WC1R 4FS		Additional Services - Secure Network Access	
VMware	2nd Floor Reception, The Warehouse. The Bower. 207-211 Old Street. London. EC1V 9NR		Additional Services - Secure Network Access and MDM	
Dubber	8 Devonshire Square, London EC2M 4PL, UK		Additional Services - Mobile voice recording	

3. **OTHER MATERIAL SUB-CONTRACTORS**

Other material Sub-contractors name and address (if not the same as the registered office)	Registered office and company number	Key role in delivery of the Services
Virtua UK Ltd	5 Wildmere Close, Banbury, Oxfordshire. OX16 3TL	Additional Services - in-building coverage partner
Track4 Services Ltd 23A Parkhall Business Centre, 40 Martell Rd, London SE21 8EN	Fifth Floor, Clareville House 26-27 Oxendon Street, St. James's, London, England, SW1Y 4EL	Additional Services – coverage solutions partner



TRANSPORT FOR LONDON
and
VODAFONE LIMITED

Agreement for the provision of
Mobile Services Lot 1
Schedule 4
Transition

Transport for London
14 Pier Walk
London
SE10 0ES

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1. INTRODUCTION

1.1 The objectives of this Schedule 4 are to:

- 1.1.1 achieve a smooth handover of responsibility from the Former Supplier(s) to the Supplier on the Service Commencement Date;
- 1.1.2 minimise any disruption to TfL during Transition;
- 1.1.3 ensure that there is no degradation to the services provided by the Former Supplier(s) during the Transition period and that at all times the Services continue to be delivered in accordance with this Agreement;
- 1.1.4 ensure that Transition is delivered in a way that demonstrates value for money;
- 1.1.5 ensure the timely development and agreement of the Transition Plan, and the Supplier's compliance with those plans;
- 1.1.6 ensure that effective business controls are implemented by the Supplier to manage risks during Transition;
- 1.1.7 ensure that Transition activities are effectively monitored and reported;
- 1.1.8 ensure effective communications between all parties involved in Transition; and
- 1.1.9 ensure that TfL is fully aware of the Supplier's Transition approach and activities at all times throughout the Transition period,

(each such objective being a "**TfL Objective**").

PART A
TRANSITION PHASES, PLANS AND MILESTONES

1. TRANSITION PLAN AND PHASES

- 1.1 The Project for Transition comprises the following workstreams:
- 1.1.1 the detailed design workstream, during which the Supplier:
- (A) mobilises its Transition team, programme resources, and governance arrangements in accordance with the Transition Plan;
 - (B) conducts the detailed preparation works for Transition; and
 - (C) carries out detailed design and planning work for the on-going support of the Services following the Service Commencement Date; and
- 1.1.2 the delivery workstream, during which the Supplier undertakes the Transition activities in accordance with the Transition Plan and manages the handover from the Former Supplier(s).
- 1.2 The Supplier shall ensure that the Transition Plan sets out all of the deliverables required for Transition.
- 1.3 Any changes to the Transition Plan shall be agreed with TfL. Changes to the Transition Plan shall be subject to agreement at the Service Review Meeting in accordance with Schedule 6.1 (*Governance*) provided that any changes which also involve a broader change to this Agreement may only be effected in accordance with the Variation Procedure.

2. MILESTONES

- 2.1 The Transition Milestones and associated Milestone Dates are set out in the Transition Plan and shall include as a minimum:

Milestone date	Milestone Name
T+24	Device Catalogue Complete
T+27	Service Support Implementation Complete
T+15	Transition Planning Complete
T+94	Service Pilot Complete
T+286	Lot 1 Transition Complete

The Milestone Dates may be varied by the Parties by written agreement.

For the avoidance of doubt, in the context of this Paragraph 2.1 (*Milestones*), "T" means the Effective Date.

- 2.2 Work in relation to the Milestones may be undertaken in parallel and the Milestones may be Achieved in any order provided that (unless otherwise agreed by TfL) the Service Pilot Complete Milestone may only be carried out following the Achievement of the other Milestones (excluding Lot 1 Transition Complete Milestone).

PART B TRANSITION

1. TRANSITION OBJECTIVES

The objectives of Transition are:

- 1.1 to transfer the responsibility for the delivery of services provided by the Former Supplier(s) to the Supplier without disruption to the Service Recipients or TfL; and
- 1.2 to put in place arrangements to deliver the Services in accordance with this Agreement.

2. GOVERNANCE

The status and Achievement of each Milestone shall be subject to the Service Review Meeting in accordance with Schedule 6.1 (*Governance*).

3. TRANSITION PRINCIPLES

- 3.1 The Supplier shall appoint a dedicated manager for Transition as identified in Paragraph 7 (*Transition Support*) of Schedule 2A (*Services*).
- 3.2 The Supplier shall deliver Transition in accordance with the Transition Plan.
- 3.3 Without prejudice to other provisions of this Agreement, the Supplier shall co-operate with the Former Supplier(s) in an effective and timely manner to deliver Transition.
- 3.4 The Supplier shall carry out its Transition activities in such a way that:
 - 3.4.1 the Transition activities do not adversely affect the services being delivered by the Former Supplier(s);
 - 3.4.2 the Transition activities do not adversely impact the ability of the Former Supplier(s) to deliver their contracted performance levels throughout Transition; and
 - 3.4.3 TfL and the Former Supplier(s) are kept informed of Transition progress and the status of Transition and management of risks.
- 3.5 The Supplier shall maintain sufficient contingency measures to mitigate against known risks to the Transition activities.

4. OUTLINE TRANSITION PLAN

- 4.1 The Outline Transition Plan is set out in Annex 1 (*Outline Transition Plan*) and includes:
 - 4.1.1 the Milestones and associated Milestone Dates;
 - 4.1.2 details of the Transition approach including key activities and deliverables for each Milestone;
 - 4.1.3 the dependencies with regard to Transition;
 - 4.1.4 known risks associated with Transition; and
 - 4.1.5 the approach to the testing and assurance of tools, interfaces, and such processes as are to be used following Transition.

5. APPROVAL OF THE DETAILED TRANSITION PLAN

- 5.1 The Supplier shall within ten (10) Working Days of the Effective Date submit to TfL a draft Detailed Transition Plan which shall be consistent with and expand on the Outline Transition Plan.
- 5.2 The Supplier shall ensure that the draft Detailed Transition Plan:
 - 5.2.1 incorporates all of the Milestones and Milestone Dates set out in the Outline Transition Plan;
 - 5.2.2 includes (as a minimum) the details identified for the Transition Plan in Paragraph 7 (*Transition Support*) of Schedule 2A (*Services*);

- 5.2.3 clearly outlines the steps to achieve a successful Transition;
 - 5.2.4 reflects the dependencies associated with Transition (and unless otherwise agreed by the Parties in writing, such dependencies shall be as set out in the Outline Transition Plan and shall not include any additional dependencies);
 - 5.2.5 describes the resourcing requirements including the individual roles and responsibilities of TfL Personnel, Supplier Personnel, employees of the Former Supplier(s), and employees of relevant Other Suppliers; and
 - 5.2.6 identifies known risks to the Transition.
- 5.3 Prior to the submission of the draft Detailed Transition Plan to TfL the Supplier shall, upon TfL's request, provide a copy to TfL of any documentation produced by the Supplier in relation to the development of the draft Detailed Transition Plan, including:
- 5.3.1 details of the Supplier's intended approach to the Detailed Transition Plan and its development; and
 - 5.3.2 any other work in progress in relation to the Detailed Transition Plan.
- 5.4 TfL and the Supplier shall each use reasonable endeavours to finalise the Detailed Transition Plan within twenty (20) Working Days (or such other period as agreed between the Parties in writing) from the Effective Date. If the Parties do not finalise the Detailed Transition Plan within that time period, either Party may refer the matter as a Dispute for resolution in accordance with the Dispute Resolution Procedure.
- 5.5 Without prejudice to other provisions of this Agreement, the detailed Transition planning shall be carried out in accordance with the Outline Transition Plan, including the Milestones therein.
- 5.6 If TfL Approves the draft Detailed Transition Plan (such Approval not to be unreasonably withheld or delayed), the Detailed Transition Plan shall replace the Outline Transition Plan from the date of TfL's notice of Approval.
- 5.7 The Supplier shall monitor and report on progress against the Detailed Transition Plan to TfL on a near real-time basis during Transition as transitions across the estate are activated and relevant Services commenced.

6. **AUTHORITY TO PROCEED WITH SERVICE COMMENCEMENT**

- 6.1 The Supplier shall assure TfL that it has adequately prepared for the take on of the Services prior to the Service Commencement Date by evaluating the Achievement of the Milestones set out in the Transition Plan. In relation to each Transition Milestone the Supplier shall demonstrate to TfL's reasonable satisfaction that the Supplier has:
- 6.1.1 carried out the activities set out in the Transition Plan; and
 - 6.1.2 delivered the outputs required in accordance with the Transition Plan.
- 6.2 Where the Supplier considers a Milestone has been Achieved, it shall notify TfL in writing together with supporting evidence. If TfL agrees that the Milestone has been Achieved, it shall confirm the same in writing to the Supplier.
- 6.3 When the Supplier has demonstrated to TfL that it has Achieved all the Milestones, TfL shall confirm the same in writing to the Supplier. TfL may elect to provide such confirmation notwithstanding the fact that one or more Milestones have not been fully met in which case the Supplier shall promptly remedy the outstanding issues in relation to such Milestone(s) following the Service Commencement Date (and in accordance with any agreed remedial plan).
- 6.4 The Supplier shall (and may only) commence the provision of the Services on the Service Commencement Date.

ANNEX 1 OUTLINE TRANSITION PLAN

The Outline Transition Plan agreed between the Parties as at the Effective Date is embedded below. The Detailed Transition Plan shall be agreed between the Parties in accordance with this Schedule 4.

The following has been extracted from the Supplier's tender response. The parties shall agree the Detailed Transition Plan in accordance with the provisions of Schedule 4.

TRANSITION SUPPORT

6.1 Transition Support

Vodafone appreciates that changing communications provider is an important decision for TfL. We have many years of mobile on-boarding experience that we will use to mitigate transition risk.

[a] an overview of your delivery and governance model for transition.

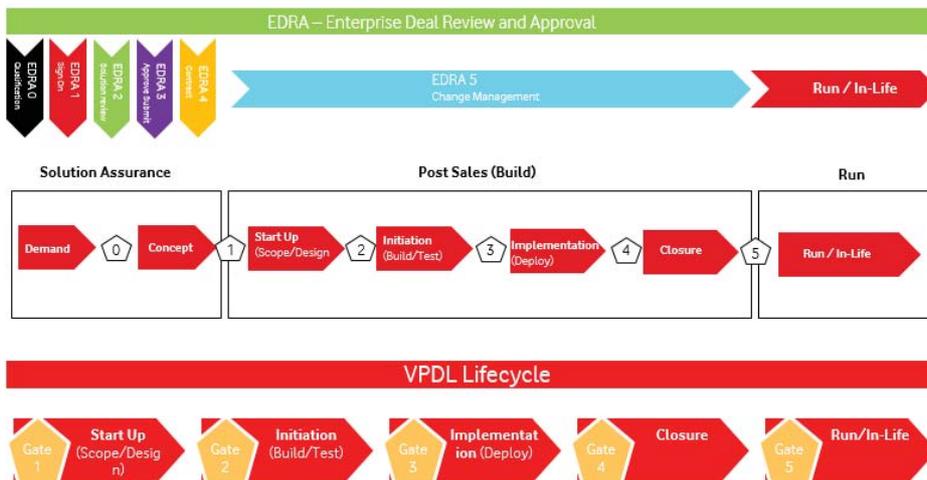
The Vodafone Project Delivery Lifecycle (VPDL) is a gated, governance framework for the management of projects. It brings together key Processes, Guides, Templates and Tools to support project managers, and ensure project delivery is successful. Vodafone will appoint a Mobile Transition Manager to use this framework to deliver the TfL project.

VPDL is compliant in the following best practices:

- a. PRINCE2
- b. Managing Successful Programmes (MSP)
- c. Management of Risk (MoR)
- d. Management of Portfolios (MoP).

Figure 1 demonstrating the comprehensiveness of the VPDL

Vodafone Project Delivery Lifecycle - VPDL



Key elements of Vodafone's Project Management Framework include:

- **Risk Assessment** – Assessing risks and developing risk mitigation strategies.
- **Right Resources** – Creating a project-specific organisation, showing the structure of the project; the people involved and their roles.

- **Planning** – We will have a joint Project Definition Workshop to define and agree on the project approach and scope with your team.
- **Management Overview** – Including management and team reviews, reports on project status and progress, documentation of project initiation and closure and tracking project governance.
- **Quality Assurance** – Making sure we meet your quality requirements.
- **Communication** – Keeping all parties informed via an agreed communications plan.

The VPDL is a flexible framework that allows project delivery to be tailored to TfL's requirements. This is normal for programmes within Government agencies and large multinational concerns requiring bespoke project management, including the project detailed above.

A Mobile Transition Manager will be assigned upon receipt of contract, and they will work closely with TfL's project team to implement the mobile services.

The Transition Manager will provide a single point of contact for the duration of the implementation of the project and will follow the standard process. They will work with TfL to ensure its connections are configured as required. Vodafone's main document for configuring users for the transition is a master transition document which contains, the mobile numbers, usernames, delivery information, tariffs, services, and features. TfL will ensure your users are assigned features, such as Roaming/International Calling and possible service restrictions such as capping or barring of premium rate calls configured ahead of numbers porting to Vodafone, and is responsible for ensuring your Corporate Account, Airtime and Equipment Billing is configured correctly.

Vodafone recommends that during the course of the rollout a number of users are identified and used to demonstrate how various network activities are actioned – i.e., barring/unbarring, suspending/unsuspending. The Transition Manger will provide training on how to action on VCO. This will show timescales for the network activities to complete, and assurance that the process works.

TfL will provide a named contact to interface with the Transition Manager. They will be able to access, handle, validate and share data relating to the end-users. This is typically a project manager.

Vodafone recommends that TfL creates an email address specific to the implementation, to be utilised for all internal communications and will be referred to on any SMS communications sent as part of the communication planning.

Your Delivery Specialist will arrange training for our online ordering, administration and billing platform Vodafone Corporate Online (VCO). Appropriate trainees must attend this course.

Should onsite device rollout be required, we may use a trusted supplier. In this case Vodafone will manage the third party.

[b] an initial Outline Transition Plan identifying the recommended steps and timescales;

The plan is based on the contracted services, and the information gathered during project initiation and engagement with yourselves.

Contents include:

1. Timeframes and key milestones
2. Special requirements
3. Agreed outcome and success criteria including testing
4. Pilot implementations
5. Risks, issues, dependencies, and assumptions
6. Tasks and actions, with owners
7. Key events – porting dates, and device and SIM distribution events
8. Communications plan

9. *Contingency and risk mitigation plans*

10. *Meetings and review points*

11. *Project closure activities.*

As numbers are ported, they are uploaded to Vodafone's billing system VCO, which will hold billing information.

Project dependencies and risks will be discussed at project initiation to ensure an aligned understanding, approach to implementation, and to agree mitigation plans.

As with all implementation projects, in our experience it will be highly likely that there will be a number of mobile connections that cannot be identified; are no longer required or have changed their usage requirements. The Transition Lead will work with you to help identify where connections are no longer required. Reviewing the estate can identify a significant saving in connections required and ensure users are set up on the appropriate tariff. The review of data will take place throughout the project, to ensure accurate data can be produced. Typically, this is breakthrough for continuous improvement saving, typically of 10% plus of current active connections.

The Transition Plan will be updated regularly and discussed on weekly checkpoints. Where an update is requested outside this it will be provided as soon as reasonably possible.

The Mobile Delivery team will ensure your account and services are handed over into the live TfL Service environment.

Tasks include:

- *TfL satisfaction sign-off*
- *Review and TfL sign-off of first, full invoice*
- *Provision of a final account structure report.*

The following TfL requested milestones apply from this plan

Milestone date	Milestone Name
T+24	Device Catalogue Complete
T+27	Service Support Implementation Complete
T+15	Transition Planning Complete
T+94	Service Pilot Complete
T+286	Lot 1 Transition Complete

For the avoidance of doubt, "T" means the Effective Date.

The plan is a draft based on our standard porting procedures and TfL's stated requirements. It should be treated as draft until a detailed plan is produced at project kick-off. The full plan as described above will be produced in conjunction with TfL.

There is an additional requirement, as an Additional Service, for integration with TfL's private telephony network to enable mobile users to access lines on TfL's private network using established short numbers. This is usually referred to as a MOBEX solution and requires the installation of a physical link to be connected to the TfL estate.

This link will be provisioned to two sites as a single link to each site and is delivered as a standard dedicated circuit. A SIP overlay is configured to provide 45 channels per site, and can then be linked to TfL's phone systems via the existing Session Border Controllers.

Vodafone's mobile platform will then be configured so that it carries out the appropriate digit translation to route calls to and from the two sites. TfL and their PBX team will be required to configure the PBX platform to route calls to and from the extensions associated with various mobile numbers.

This requires accurate information to be gathered from TfL to ensure a 'right first time' configuration. The requirement will be discussed at the project kickoff and assistance provided to ensure that the data is captured in good time.

By deploying the MOBEX this way reduces the TfL and associated PBX support staff to a minimum and makes adding additional handsets to the solution a simple exercise with changes only being required at a single point, Vodafone's mobile network. This will only change in the event of a change to the extension ranges used for the mobile estate which will require additional work on the part of TfL's mobile support team.

A detailed plan of the installation will be produced if taken up by TfL and will use Vodafone's standard lead times for installation. This is subject to a number of caveats, particularly site surveys, wayleaves and other potential issues for the installation of circuits to a site.

Due to the timescales for the project the MOBEX, if taken up, will need to run in parallel with the rollout of Vodafone services and be implemented when ready.

[c] external dependencies and arrangements for working with third parties

Vodafone has significant experience working with external third parties for the migration of mobile services and the provision of new services.

For the migration of services to Vodafone the third parties involved are the incumbent supplier codes required for the port and the distribution services for the delivery of Sim cards and devices.

Our external dependencies are as follows:

- *Port Authorisation Codes (PACS) - A PAC is required to move your numbers to Vodafone. Vodafone's Transition Manager will advise how you can obtain this code. We will also advise you on your responsibilities regarding obtaining this from your incumbent supplier. We'll also guide you on the right time to obtain your PACs.*
- *New SIMs - You will need a new Vodafone Sim. We offer several standard options for mobile delivery projects requiring SIM/device replacement activities, including despatch to either a central location, or home addresses.*
- *Where handsets are ESIM compatible, identify those users, and once email addresses are captured, request QR codes to be created for porting.*
- *New Devices - You can choose to re-use existing phones on the Vodafone network providing they are not locked to another network provider. The unlocking process requires you to obtain Network Unlock Codes (NUCs) from your current service provider. It will be your responsibility to obtain these.*

The porting process is a set process, owned by OFCOM and this makes calls on all parties to transition from one supplier to another smoothly. Due to OFCOM regulations, one network provider CANNOT contact another about the progress of ports on the actual day of port itself. Only the following day.

For distribution services Vodafone have a number of trusted partners who have been used on a variety of projects. Where required, other third parties are used to provide on-site distribution of devices. In all cases the third parties are subject to the same obligations as Vodafone.

Key Dependencies

Resource – Provision of adequate resource to support the implementation. This named contact will interface with the Transition Manager and will be able to make decisions regarding the project.

Accurate estate data – Provision of accurate data and device information. To complete migration in the stated timescale accurate estate information is required within two weeks of signature.

Manage incumbent suppliers – Manage incumbent service provider and such tasks as requesting PACs (Porting Authorisation Codes) and NUCs (Network Unlocking Codes). Vodafone are unable to liaise with incumbents.

Ensure end-user cooperation – Liaise with and manage your end-user base.

Your specific risks – Communicate any specific risks, exceptions, or requirements to us so they are understood and planned for accordingly.

[d] key risks to timely delivery with proposed mitigations;

Vodafone has extensive experience of managing transition related risks. We have a robust and established risk management process

Risk Mitigation:

While Vodafone ports hundreds of thousands of mobile numbers every year without issue, including critical national infrastructure and emergency services there is always a risk of a port failing.

The risks are well understood, and Vodafone has robust contingency plans, escalation paths and support mechanisms in place to cover any issues.

- Transition Managers are experienced and skilled in managing risks.
- Mitigating action will be taken to minimise risks
- Ports are closely monitored
- Automated exceptions reporting provides an additional assurance.

Typical risks associated with large migration projects;

- The incumbent Service Provider does not meet their obligations:
 - Mitigation: clear dependencies and guidance on how to manage your incumbent.
- Porting failure:
 - Mitigation: following standard, established processes including the use of phased porting to avoid implementing change to a whole function or team. Use a 'pilot' phase to prove the process works. Validate all implementation plans and review regularly. There are also automated exceptions reports and in-built system-automated rectification processes which highlight issues and resolve
- Data quality is poor:
 - Mitigation: providing guidance on data requirement, and standard. Use standard master templates.
- End-users are unavailable:
 - Mitigation: provide advice on how to work with your end-users. If a bespoke requirement is needed, we can assist with a mass communication service.
- Devices incompatible with contracted services:
 - Mitigation: manage through compatibility checks.
- Devices network locked, preventing porting:
 - Mitigation: manage through guidance on device unlocking.

Key Assumptions

Be ready to proceed: To migrate the estate in the required timescales the first tranche of numbers requiring migration must be available within two weeks of contract start.

Act in a timely manner: We require that TfL execute its responsibilities as outlined in the Implementation Plan.

Manage your incumbent provider: *Vodafone cannot liaise with incumbent service providers, we will require TfL to action in a timely manner.*

Provide accurate data: *We will require TfL to provide accurate data on your estate and requirements.*

Manage end-user community: *Manage your end-users to ensure they are ready to proceed and carry out activities expected of them.*



TRANSPORT FOR LONDON
and
VODAFONE LIMITED

Agreement for the provision of
Mobile Services Lot 1
Schedule 5.1
Charges and Invoicing

Transport for London
14 Pier Walk
London
SE10 0ES

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1. INTRODUCTION

- 1.1 The purpose of this Schedule 5.1 is to set out provisions relating to the Charges payable by TfL to the Supplier including:
- 1.1.1 key charging principles;
 - 1.1.2 annual value for money review;
 - 1.1.3 a description of the Charges and the method of calculation of the Charges;
 - 1.1.4 the basis on which charges for Variations and Exit Assistance shall be calculated; and
 - 1.1.5 the invoicing and payment process.
- 1.2 The objectives of this Schedule 5.1 are to ensure that:
- 1.2.1 the Charges are calculated correctly and transparently;
 - 1.2.2 the Charges are appropriately adjusted to reflect volume and performance; and
 - 1.2.3 the Supplier is paid correctly in accordance with this Agreement,
- (each such objective being a "**TfL Objective**").

2. KEY CHARGING PRINCIPLES

- 2.1 Other than as expressly stated in this Agreement, the Supplier is not entitled to any form of payment in addition to, or any amendment to, the Charges, whether as a result of increased costs, expenses, risks or any other matter.
- 2.2 Any variation to the Charges shall only apply if agreed in writing in accordance with Schedule 6.2 (*Variation Procedure*).
- 2.3 All amounts payable by TfL pursuant to this Schedule 5.1 are subject to Clauses 9.6 and 9.7 (*Set-off and Withholding*).

Annual VfM Review

- 2.4 All Charges set out in this Schedule 5.1 shall be subject to an annual value for money review (the "**Annual VfM Review**") as follows:
- 2.4.1 two (2) calendar months prior to each anniversary of the Service Commencement Date, the Supplier shall:
 - (A) provide to TfL such evidence as is reasonably available, by written submission, to demonstrate that such Charges are comparable with the prevailing market;
 - (B) provide to TfL a proposed revised set of Charges which it considers (acting reasonably) bring them in line with the prevailing market;
 - 2.4.2 each Party shall negotiate in good faith to reach an agreement on or before the relevant anniversary of the Service Commencement Date on any changes to the Charges based on the evidence and/or proposed changes provided to TfL by the Supplier under Paragraph 2.4.1 which (if agreed between the Parties in writing) shall take effect on such anniversary of Service Commencement Date. Any adjustment to the Charges shall only result in a decrease in the Charges, not an increase;
 - 2.4.3 in the event that the Parties agree any revision to the Charges pursuant to Paragraph 2.4.2, the Supplier shall:
 - (A) adjust the Invoice for the period following the date of the relevant anniversary of the Service Commencement Date;
 - (B) if such agreement is reached after the relevant anniversary of the first Service Commencement Date, the revised Charges shall be backdated to such anniversary date and the Supplier shall issue an associated Credit Note; and
 - 2.4.4 if the Parties have not reached a written agreement within thirty (30) days of such anniversary of the Service Commencement Date, TfL may elect to commence a Benchmark Review in accordance with Schedule 5.2 (*Value for Money*).

3. CHARGES

3.1 TfL shall pay the Charges to the Supplier for all Services from the Service Commencement Date to the end of the Term for the Services and volumes consumed by TfL. The Charges shall consist of:

3.1.1 Airtime & SIMs Charges for the provision of the Mobile Airtime Service, comprised of:

- (A) a monthly charge for the supply of SIMs or eSIMs as applicable for each user or Supplier Device provided with the Mobile Airtime Service as identified in Table A.1 in Annex 1 (*Airtime & SIMs Charges*) of this Schedule 5.1 (for the avoidance of doubt, no charges shall apply to SIMs which are dormant);
- (B) a monthly charge for data based on one or more data bundles as selected by TfL from Table A.2 in Annex 1 (*Airtime & SIMs Charges*) of this Schedule 5.1; and
- (C) a monthly charge for any "out of bundle" consumption of Mobile Airtime Services where these are identified as additional charges in Table A.3 in Annex 1 (*Airtime & SIMs Charges*) of this Schedule 5.1;

3.1.2 Catalogue Charges for the provisions of services ordered from the Catalogue, comprised of:

- (A) Data Link Charges comprised of an initial charge for installation, test and handover and a monthly charge for the ongoing provision of Data Links and APNs as identified in Table B.1 in Annex 2 (*Catalogue Charges*) of this Schedule 5.1;
- (B) Additional Service Charges comprised of the charges for any Additional Services consumed as identified in Table B.2 in Annex 2 (*Catalogue Charges*) of this Schedule 5.1; and
- (C) Device Supply Charges paid on a one-off basis per Supplier Device for the supply of Supplier Devices (with associated warranty) to TfL as identified in Table B.3 in Annex 2 (*Catalogue Charges*) of this Schedule 5.1;

3.1.3 Other Charges where these have been agreed between the Parties in accordance with the Variation Procedure, comprised of:

- (A) Solutions Charges for the provision of Solutions;
- (B) Professional Services Charges for the provision of any professional services; and
- (C) Coverage Uplift Charges for the provision of Coverage Uplift calculated by reference to the Table C.1 in Annex 3 (*Other Charges*) of this Schedule 5.1; and

3.1.4 Exit Assistance Charges where any Charges for Exit Assistance shall be limited to the Charges permitted in Paragraph 8 of Schedule 7 (*Exit Management*) and shall be calculated, where applicable, by reference to the Rate Card.

3.2 The Charges shall be payable in accordance with Paragraph 5.

3.3 The Supplier agrees that any Charges for time/labour agreed pursuant to the Variation Procedure shall be calculated by reference to the Rate Card.

3.4 Any Charges expressed as a monthly charge shall be calculated on a pro-rata basis for any part month in which the relevant Service is provided.

4. CATALOGUE AND ORDERING

4.1 The Catalogue shall include an appropriately detailed description of the products and services included in it, with complete and accurate details of pricing and lead times. Changes to the Catalogue are subject to the Variation Procedure except in relation to Supplier Devices in respect of which changes shall be notified to TfL reasonably advance of such change and upon such change taking effect but are not subject to the Variation Procedure.

- 4.2 Services and products in the Catalogue may be ordered by TfL using the process agreed between the Parties from time to time and the Supplier shall ensure that prior to acting on an order the order has been authorised by TfL. No such orders shall require a Variation.

5. INVOICING

Raising Invoices

- 5.1 The Supplier shall be entitled to raise an Invoice in respect of any payment which is payable by TfL to the Supplier pursuant to this Agreement.
- 5.2 Except to the extent expressly set out otherwise further below or agreed otherwise via the Variation Procedure (e.g., with respect to Professional Services Charges), the Supplier shall invoice the usage Charges (i.e. the Out-of-Bundle Charges under A3 of Annex 1, and Data Link Charges) monthly in arrears and other Charges monthly in advance.
- 5.3 The Supplier shall submit all Invoices and address any Invoice queries to the named TfL personnel as notified by TfL to the Supplier from time to time at the address notified by TfL to the Supplier in accordance with Paragraph 5.6.
- 5.4 The Supplier shall raise Invoices against cost centres identified by TfL and notified to the Supplier as such from time to time. TfL shall be responsible for ensuring that the information is accurate, up to date and provided to the Supplier.

Format of Invoice

- 5.5 The Supplier shall ensure that each Invoice contains the following information:
- 5.5.1 the date of the Invoice;
 - 5.5.2 a unique Invoice number;
 - 5.5.3 the correct Agreement reference number;
 - 5.5.4 the purchase order number and Milestone reference to which it relates (if any);
 - 5.5.5 the dates between which the Services to which each of the Charges detailed on the Invoice relate were performed;
 - 5.5.6 the total Charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to TfL under the terms of this Agreement and, separately, any VAT or other sales tax payable in respect of the same;
 - 5.5.7 a brief description of the Services provided, and in the event of a Variation to the Services in accordance with this Agreement that involves the payment of additional Charges to the Supplier, the Supplier shall identify these separately on the relevant invoices;
 - 5.5.8 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries, if not the Supplier Representative;
 - 5.5.9 the bank account details for payments to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number); and
 - 5.5.10 all information required by TfL.
- 5.6 The Supplier shall submit all Invoices and supporting documentation in the following format:
- 5.6.1 PDF Invoices via email to following email address: Invoices@tfl.gov.uk and shall ensure that each PDF Invoice has a unique file reference and is a separate PDF file; or
 - 5.6.2 electronic Invoices via the Electronic Invoicing Platform and in compliance with the Electronic Procure-to-Pay (eP2P) Vendor Handbook; or
 - 5.6.3 such format as TfL may specify from time to time to the following address (or such other address as TfL may notify to the Supplier from time to time):
 - Accounts Payable
 - 1st Floor,
 - PO Box 45276,

14 Pier Walk,
London SE10 0ES.

- 5.7 Unless otherwise agreed by TfL in writing, all Supplier Invoices shall be expressed in pounds sterling.
- 5.8 Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment. PDF Invoices, which are sent to TfL via email, are taken to have been received at the time of transmission. Electronic Invoices are taken to have been received at the time when they are transmitted to TfL via the Electronic Invoicing Platform.
- 5.9 An Invoice shall only be valid if it complies with the provisions of this Schedule 5.1. If any Invoice does not conform to TfL's requirements set out in Paragraphs 5.5 to 5.7, TfL shall promptly return the disputed Invoice to the Supplier. The Supplier shall promptly issue a replacement Invoice which shall comply with the same.

Payment terms

- 5.10 TfL shall pay undisputed valid Invoices within thirty (30) days of receipt of the Invoice.

Credit Notes

- 5.11 The Supplier shall provide TfL with a credit note in respect of Charges it has previously invoiced for (a "**Credit Note**") in the following (non-exhaustive) circumstances:
- 5.11.1 an Invoice in full or in part has been issued in error;
- 5.11.2 the agreed resolution of a disputed Invoice is that the disputed charge is too high and a Credit Note is agreed to be issued; and
- 5.11.3 other circumstances as agreed between TfL and the Supplier.
- 5.12 Each Credit Note shall be a valid tax invoice.

Disputed Invoices

- 5.13 If TfL disputes all or part of an Invoice raised by the Supplier, TfL shall inform the Supplier at the earliest opportunity. TfL shall set out the nature of the Dispute and reasons for the Dispute.
- 5.14 At its sole discretion, TfL may postpone payment of the disputed amount until the Dispute is resolved and any correcting documentation (replacement Invoice or Credit Note) has been received.
- 5.15 Payment by TfL of any Invoice submitted by the Supplier shall not signify approval of such Invoice. TfL reserves the right to verify and, where appropriate, dispute Invoices after it has made the associated payment and subsequently to recover from the Supplier any sums which have been overpaid.
- 5.16 If any part of an Invoice is disputed or subject to question by TfL either before or after payment, TfL may require the Supplier to provide such further documentary evidence as it may reasonably require to verify its liability to pay the amount which is disputed or subject to question and the Supplier shall promptly provide such evidence in a form satisfactory to TfL.

Waiver on Charges not invoiced

- 5.17 In the event that the Supplier has not invoiced for any Charges within twelve (12) months of the date on which those Charges accrued, the Supplier shall be deemed to have waived all rights to be paid for such Charges.

Regulatory changes

- 5.18 Supplier shall vary the Charges (as an increase or decrease, as applicable) to the extent required by a change in Applicable Law after the date of this Agreement or a legal requirement to comply with a determination by Ofcom provided that, in each case, Supplier provides TfL with prompt written notice of such legal requirement (and in any event at least 30 days' prior to the implementation of the variation). For the avoidance of doubt, Supplier shall not be entitled to increase the Charges on account of any such requirement which provides for a change in any of the costs of the Supplier in providing the Services (including wholesale services) unless (and to the extent) it also requires Supplier to increase the Charges.

**ANNEX 1
AIRTIME & SIMS CHARGES**

A.1 SIMs Charges

Item	Description	Price per SIM per month (Access Fee) (GBP)
Voice and SMS SIM	Voice and SMS SIM with access to the data bundle	█
Data only SIM	Data only SIM with access to the data bundle	█

Notes:

1. Monthly charges for any SIM commence when the SIM is activated on the Vodafone network.
2. Monthly charges for any SIM cease 30 days after the SIM is disconnected off the Vodafone network.
3. The Access Fee charges for SIMs are invoiced monthly in advance.
4. Voice and SMS SIMs will be subject to a █ until 31st January 2024 and shall be charged at █. For the avoidance of doubt pricing from 1st February 2024 will be █ as per A.1 above.

A.2 Data Bundle Charges

Data Bundle Size (TB)	Bundle Access Fee price per month (GBP)
5	█
10	█
15	█
20	█
30	█
40	█
50	█
60	█
70	█
80	█
90	█
100	█
150	█
200	█

Notes:

1. Monthly charges for any data bundle commence when the data bundle is activated and change at the end of the calendar month.
2. Monthly charges for any data bundle cease 30 days after disconnecting off the Vodafone Network.
3. The selected data bundle defines the aggregate allowance for all data consumed by SIMs provided in accordance with the agreement and subject to the charges under A.1.

4. The user base can be partitioned allowing separate bundles to be purchased for different subsets of users.
5. Bundles can be combined e.g 100TB + 20TB = 120TB. It is not possible to combine the same bundle amount, e.g. 60TB+60TB= 120TB is not valid.
6. Bundle data Access Fees are charged monthly in advance. If a bundle is added part-way through a month then the charges will be pro-rated and will be invoiced the month following connection.
7. If data consumption in any month exceeds the currently selected bundle, excess data used for that month will be charged at [REDACTED] [REDACTED]

A.3 Out-of-Bundle Charges

Out of Bundle Charges	
Call / Message Charges per minute/per message	Charged in pence per minute or pence per message unless otherwise stated
Mobile Originating Roamed Calls (Europe Zones 1-3)	[REDACTED]
Mobile Originating Roamed Calls (North America 5)	[REDACTED]
Mobile Originating Roamed Calls (Rest of World 4, 6, 7)	[REDACTED]
Mobile Terminating Roamed Calls (Europe Zones 1-3)	[REDACTED]
Mobile Terminating Roamed Calls (North America 5)	[REDACTED]
Mobile Terminating Roamed Calls (Rest of World 4, 6, 7)	[REDACTED]
Calls from UK to Europe Zones 1-3	[REDACTED]
Calls from UK to North America 5	[REDACTED]
Calls from UK to Rest of World 4, 6, 7	[REDACTED]
Multimedia Message (UK)	[REDACTED]
SMS Messages to (Europe Zones 1-3)	[REDACTED]
SMS Messages to (North America Zone 5)	[REDACTED]
SMS Messages to (Rest of World Zone 4, 6, 7)	[REDACTED]
International Multimedia Messages	[REDACTED]
Roaming SMS Messages (Europe Zones 1-3)	[REDACTED]
Roaming SMS Messages (North America 5)	[REDACTED]

Roaming SMS Messages (Rest of World, 4, 6, 7)	████████
Roaming Multimedia Messages	████████
Call / Message Charges per minute/per message	
Non Geographic Calls (084)	████████████████████
Non Geographic Calls (087)	████████████████████
Non Geographic Calls (0500, 0800, 0808)	████
Non Geographic Calls (09)	████████
Directory Enquiry Call	████████████████████
Premium Rate Call	████████
Premium Rate Message	████████
Personal Numbering (070) Call	██
Mobile Data Out of Bundle Charges	
Data Roaming (Europe Zones 1-3)	██████████
Data Roaming Rest of World (Zones 4-7) (flat per MB charge)	██████████
UK Out of Bundle charge per MB	██████████
Domestic free Roaming Tariff included for Ireland and Isle of Man	████████████████

Note:

1. Out of bundles charges are invoiced monthly in arrears.

Public Sector Traveller Roaming Zones

Roaming Zones	Countries	Public Sector Traveller Daily Charge
Europe Zone 1-3	Austria	██
Europe Zone 1-3	Azores	██
Europe Zone 1-3	Belgium	██
Europe Zone 1-3	Bulgaria	██
Europe Zone 1-3	Canary Islands	██
Europe Zone 1-3	Croatia	██
Europe Zone 1-3	Cyprus	██
Europe Zone 1-3	Czech Republic	██
Europe Zone 1-3	Denmark	██
Europe Zone 1-3	Estonia	██
Europe Zone 1-3	Finland	██
Europe Zone 1-3	France (Incl. Corsica)	██

Europe Zone 1-3	French Guiana	
Europe Zone 1-3	Germany	
Europe Zone 1-3	Gibraltar	
Europe Zone 1-3	Greece	
Europe Zone 1-3	Guadeloupe	
Europe Zone 1-3	Hungary	
Europe Zone 1-3	Iceland	
Europe Zone 1-3	Italy (Incl. Vatican City)	
Europe Zone 1-3	Latvia	
Europe Zone 1-3	Liechtenstein	
Europe Zone 1-3	Lithuania	
Europe Zone 1-3	Luxembourg	
Europe Zone 1-3	Madeira	
Europe Zone 1-3	Malta	
Europe Zone 1-3	Martinique	
Europe Zone 1-3	Mayotte	
Europe Zone 1-3	Monaco	
Europe Zone 1-3	Netherlands	
Europe Zone 1-3	Norway	
Europe Zone 1-3	Poland	
Europe Zone 1-3	Portugal	
Europe Zone 1-3	Romania	
Europe Zone 1-3	Reunion	
Europe Zone 1-3	Saint Martin	
Europe Zone 1-3	Slovakia	
Europe Zone 1-3	Slovenia	
Europe Zone 1-3	Spain (Incl. Balearic Islands)	
Europe Zone 1-3	Sweden	
Europe Zone 1-3	Faroe Islands	
Europe Zone 1-3	Guernsey	
Europe Zone 1-3	Jersey	
Europe Zone 1-3	San Marino	
Europe Zone 1-3	Switzerland	
Europe Zone 1-3	Turkey	
Zone 4	Australia	
Zone 4	China	
Zone 4	Hong Kong	
Zone 4	Japan	
Zone 4	Korea Republic (South)	
Zone 4	Malaysia	
Zone 4	New Zealand	
Zone 4	Singapore	
Zone 4	Thailand	
Zone 5	North America	

Zone 5	Canada	
Zone 5	USA	
Zone 6	Bahrain	
Zone 6	Egypt	
Zone 6	Kuwait	
Zone 6	Oman	
Zone 6	Qatar	
Zone 6	Saudi Arabia	
Zone 6	South Africa	
Zone 6	UAE	
Zone 7	Rest of the World (Same as NS2)	
Domestic free Roaming	Ireland	
Domestic free Roaming	Isle of Man	

Note:

1. Public Sector Traveller charges are invoiced monthly in arrears.

Countries NOT included in Public Sector Traveller
Algeria
Angola
Azerbaijan
Bahamas
Belarus
Benin
Bolivia
Botswana
Brunei Darussalam
Burkina Faso
Cameroon
Cape Verde
Central African Republic
Chad
East Timor
Eritrea
Falkland Islands
Gabon
Gambia
Guam
Guinea
Guinea-Bissau
Iran
Iraq

Ivory Coast
Kiribati
Kosovo
Kyrgyzstan
Liberia
Malawi
Mali
Mauritania
Mauritius
Micronesia
Namibia
Nepal
New Caledonia
Niger
Nigeria
Northern Mariana
Palestinian Territory
Republic of the Congo
Rwanda
Saint Helena
Senegal
Seychelles
Sierra Leone
Somalia
St Pierre and Miquelon
Syria
Tajikistan
Tahiti
Togo
Tunisia
Uganda
Venezuela
Yemen
Zambia
Zimbabwe
Belize
Bhutan
Burundi
Comoros
Cook Islands
Cuba
Djibouti
Equatorial Guinea
Ethiopia
Greenland
Lebanon

Libya
Madagascar
Maldives
Sao Tome and Principe
Solomon Islands
Turkmenistan

Note:

1. International and Roaming charges are invoiced monthly in arrears.

A.4 Anticipated Volumes and Values

	Band	Low	Medium	High	
Connection Volume (units)		18,800	23,500	28,200	
Data Volume (TB)		70	80	150	
All Inclusive Voice/SMS Tariff	████	████	████	████	
5TB Shared Data Bolt-On	████				
10TB Shared Data Bolt-On	████				
15TB Shared Data Bolt-On	████				
20TB Shared Data Bolt-On	████				
30TB Shared Data Bolt-On	████				
40TB Shared Data Bolt-On	████				
50TB Shared Data Bolt-On	████				
60TB Shared Data Bolt-On	████				
70TB Shared Data Bolt-On	████	████			
80TB Shared Data Bolt-On	████		████		
90TB Shared Data Bolt-On	████				
100TB Shared Data Bolt-On	████				
150TB Shared Data Bolt-On	████			████	

200TB Shared Data Bolt-On		██████				
Total per Month			██████	██████	██████	██████
Total per Annum			██████	██████	██████	██████

For the avoidance of doubt, TfL gives no commitment or representation that the volumes in the table above will be generated and TfL shall have no liability (in contract, tort or otherwise) if such volumes are not generated.

ANNEX 2 CATALOGUE CHARGES

B.1 Data Link Charges

Item	Description	Installation cost per link (GBP)	Price per link per month (GBP)
Data Link and APN – 10R	10Mbit/s resilient Data Link and APN delivered via 2 redundant paths to separate termination points at a data centre location within Greater London	██████	██████
Data Link and APN – 10	10Mbit/s Data Link and APN delivered to a data centre location within Greater London	██████	██████
Data Link and APN – 20R	20Mbit/s resilient Data Link and APN delivered via 2 redundant paths to separate termination points at a data centre location within Greater London	██████	██████
Data Link and APN – 20	20Mbit/s Data Link and APN delivered to a data centre location within Greater London	██████	██████
Data Link and APN – 100R	100Mbit/s resilient Data Link and APN delivered via 2 redundant paths to separate termination points at a data centre location within Greater London	██████	██████
Data Link and APN – 100	100Mbit/s Data Link and APN delivered to a data centre location within Greater London	██████	██████
VPN via internet	Virtual private data connections to nominated premises via the internet (e.g. via IPSec tunnel over an internet connection that has already been provided)	██████	█
Additional APNs	Additional APNs for established connections (i.e. where a dedicated circuit or Internet VPN connection has already been provided)	██████	█

Notes:

1. Monthly charges for any data link commence when the data link is activated on the Vodafone network.
2. Monthly charges for any data link cease 30 days after connection is disconnected.
3. May be amended over time subject to the Variation Procedure.

B.2 Additional Service Charges

Item	Description	Initial one-off price (GBP)	Price per month (GBP)
Conference Calling	Voice conference calls per 100	██████	██████
Secure Network Access	Secure Network Access per connection	█	██████
Mobile Device Management (MDM)	Device management price per device	██████	██████

Item	Description	Initial one-off price (GBP)	Price per month (GBP)
Support Desk Integration	As agreed pursuant to the Variation Procedure	[REDACTED]	[REDACTED]
Mobile Voice Recording	Mobile Voice Recording per 100	[REDACTED]	[REDACTED]
Private Telephony Network Integration	Private Telephony Network Integration	[REDACTED]	[REDACTED]

Notes:

1. Conference Calling – [REDACTED] for a named user licence subscription. UK calls to geographic and mobile numbers are included in the service. Premium rate & international calls are charged at the prevailing rate. Standard network charges apply for guests when dialling into the conference call service. For Vodafone mobile users on the TfL contract these are included in the voice and SMS tariff. The above table shows charges for 100 user licenses. [REDACTED].
2. Secure Network Access – Lookout Essentials charged at [REDACTED]. Other tiers of service with additional benefits are available and [REDACTED]. As an additional option, Secure Network Access can be combined with Vodafone Mobile device management for further additional benefits should this be required by TfL.
3. Mobile device management – MDM Essentials [REDACTED]. [REDACTED] creates the service platform and is regardless of number of licenses required. Enterprise Mobile Device configuration & app management capabilities for mobile and rugged devices. Other tiers of service with additional benefits are available and [REDACTED]. [REDACTED] Vodafone Mobile device management can be combined with Secure Network Access for further additional benefits should this be required by TfL.
4. Support desk integration – Subject to solution design.
5. Mobile Voice Recording – Platform setup cost [REDACTED] for a solution that provides 6 months storage of recordings. The minimum number of users is 100. Under this volume there will be [REDACTED]. The maximum recording storage is 84 months. The price may vary depending upon final agreed solution design and does not include project delivery charges.
6. Private Telephony Network Integration Platform setup costs of [REDACTED]. [REDACTED] The price may vary depending upon final agreed solution design and does not include project delivery charges.
7. Additional Device Replacement VIP Service provided by Vodafone Corporate Insurance comprises Damage and Breakdown Insurance covering:
 - Damage
 - Breakdown (out of warranty)
 - Theft
 - Loss
 - 30 day worldwide cover

Option A - Rapid 4-hour replacement [REDACTED]

Option B – Next day replacement [REDACTED]
8. Charges may be amended over time subject to the Variation Procedure.

B.3 Device Supply Charges

Vodafone's Public Sector Device Price List is updated and re-issued on a monthly basis. Additionally, TfL can have a bespoke on-line catalogue of devices and accessories within VCO customer portal. The below shows a small sample of devices with charges when combined with a Vodafone SIM, as of August 2023:

Device	Charge (per unit)
Apple iPhone 14	
Apple iPhone SE 2022	
Apple iPad 10 th Gen	
CAT	
Fairphone 4	
Google Pixel 7a	
Motorola Edge 40 5G	
Motorola G53	
Nokia (hmd) G60 5G	
Samsung Galaxy S23 Enterprise Edition 5G	
Samsung A33 5G Enterprise Edition	
Samsung A53 5G Enterprise Edition	
Vodafone Mobile Broadband USB Stick	
ZTE Mobile Hotspot 5G	
ZTE Vodafone GigaCube 5G	

Note: The above sample pricing may be amended by the Supplier over time without recourse to Variation Procedure as described in Paragraph 4.

ANNEX 3 OTHER CHARGES

C.1 Coverage Uplift Charges

Coverage Uplift Charges shall be agreed between the Parties in accordance with the Variation Procedure, and, without limiting Schedule 6.2 (Variation Procedure), any Supplier Proposal shall at a minimum include a technical description of the relevant coverage uplift solution, proposed implementation plan and detailed cost breakdown including implementation and ongoing costs.

Cost breakdowns shall refer to the reference pricing provided in the table below, including an explanation of any variations to the reference pricing applicable to the Supplier Proposal.

Item	Description	Total price (GBP)
Coverage Uplift – Reference 1	Design, delivery and installation cost of Coverage Uplift for a main TfL office assuming an in-building solution with 40 antennas. REF 1 is a 4G/5G capable Ericsson DOT solution based on 40 DOTS.	██████████
Coverage Uplift – Reference 2	Design, delivery and installation cost of Coverage Uplift for a bus garage assuming 4 picocells. REF 2 is a 4G/5G capable ERS system based on a large warehouse environment.	██████████

Notes:

1. The reference prices represent the total cost of implementation and delivery for a 3-year term.
2. Charges commence when the Coverage Solution is activated on the Vodafone network.

**ANNEX 4
RATE CARD**

Role description	Price/hour (GBP)	Price per 7.5- hour day (GBP)
Portfolio Manager – Blended Rate	████	████
Programme Manager	████	████
Project Manager	████	████
Project Specialist	████	████
Project Coordinator	████	████
PMO Manager	████	████
PMO Specialist	████	████
PMO Coordinator	████	████
PMO Analyst	████	████



TRANSPORT FOR LONDON
and
VODAFONE LIMITED

Agreement for the provision of
Mobile Services Lot 1
Schedule 5.2
Value for Money

Transport for London
14 Pier Walk
London
SE10 0ES

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1. INTRODUCTION

The objective of this Schedule 5.2 is to ensure that TfL receives value for money during the Term by enabling TfL to carry out Benchmark Reviews in order to establish whether the Charges are Good Value (such objective being a "**TfL Objective**").

2. FREQUENCY, PURPOSE AND SCOPE OF BENCHMARK REVIEW

- 2.1 Subject to Paragraph 2.2, TfL may require a Benchmark Review after the end of the first Contract Year and may then do so no more than once in any twelve (12) month rolling period, by written notice to the Supplier. A Benchmark Review may be required in respect of any or all the Charges in order to establish whether they are Good Value.
- 2.2 A Benchmark Review may only be carried out where the Parties have been unable to agree revised rates following an Annual VfM Review as outlined in Paragraph 2.4.4 of Schedule 5.1 (*Charges and Invoicing*).
- 2.3 The Services that are to be the Benchmarked Services shall be identified by TfL in the notice given under Paragraph 3.1.

3. APPOINTMENT OF BENCHMARKER

- 3.1 Subject to Paragraph 2.1, TfL may issue a notice (a "**Benchmarking Notice**") requiring a Benchmark Review to take place in relation to any or all of the Charges (the "**Benchmarked Services**"). Following the Supplier's receipt of such Benchmarking Notice, the Parties shall conduct a Benchmark Review in respect of the Benchmarked Services.
- 3.2 Following the Supplier's receipt of the Benchmarking Notice, TfL shall, subject to Paragraphs 3.3 and 3.4, appoint an organisation agreed in writing between the Parties or, in the absence of agreement, a professional services firm identified by the President of the Institute of Chartered Accountants (the "**Benchmarker**"), to carry out the Benchmark Review.
- 3.3 If the anticipated costs of a Benchmark Review are such that TfL reasonably considers it necessary to conduct a competitive procurement process to appoint an organisation to carry out that Benchmark Review, then the Supplier acknowledges and agrees that TfL shall be entitled to do so in its absolute discretion and the Supplier shall not be entitled to reject the appointment of any Benchmarker selected by TfL as a result of such process.
- 3.4 TfL shall consult with the Supplier in the course of agreeing the terms of reference, methodology and charges with the Benchmarker, such terms of reference, charges and methodology to be consistent with the requirements of this Schedule 5.2 (including without limitation Paragraph 4.1).
- 3.5 Prior to the commencement of a Benchmark Review, the Parties shall enter into an agreement with the Benchmarker for the conduct of the Benchmark Review (the "**Benchmark Agreement**"), provided that, if the Supplier has not executed the Benchmark Agreement within ten (10) Working Days of TfL's written request to do so, and the Benchmark Agreement complies with the requirements of this Schedule 5.2, the Supplier acknowledges and agrees that TfL may enter into the Benchmark Agreement with the Benchmarker on a bilateral basis and the Benchmark Review process shall proceed regardless of the Supplier's failure or refusal to sign the relevant Benchmark Agreement.
- 3.6 TfL shall, at the written request of the Supplier, procure that the Benchmarker enters into a confidentiality agreement with the Supplier in, or substantially in, the form set out in Annex 1 (*Confidentiality Agreement*) prior to the commencement of the Benchmark Review process set out in Paragraph 4. If the Supplier has not executed such confidentiality agreement within ten (10) Working Days of TfL's written request, the Benchmark Review process shall proceed in the absence of the confidentiality agreement.
- 3.7 The Parties agree that all information provided to or obtained from the Benchmarker shall be provided to both Parties, and such information shall constitute Commercially Sensitive Information.
- 3.8 Subject to TfL's compliance with Paragraph 3.4, the fees of the Benchmarker shall be borne by TfL if the Benchmarker concludes that the Benchmarked Services are Good Value, otherwise all such fees shall be paid by the Supplier.

3.9 Subject to TfL's compliance with Paragraph 3.4, TfL shall be entitled to pay the Benchmarkers costs and expenses in full and to recover the Supplier's share from the Supplier either as a Credit Note or under the provisions of Clauses 9.6 and 9.7 (*Set-off and Withholding*) or as a debt.

3.10 The Benchmarkers shall act as an expert and not as an arbitrator.

4. BENCHMARK REVIEW PROCESS

4.1 TfL shall require the Benchmarkers to produce, and to send to each Party for approval, a draft plan for the Benchmark Review within ten (10) Working Days after the date of the appointment of the Benchmarkers, or such longer period as the Benchmarkers shall reasonably request. The plan shall include:

4.1.1 a proposed timetable for the Benchmark Review;

4.1.2 a description of the information that the Benchmarkers requires each Party to provide;

4.1.3 a description of the benchmarking methodology to be used;

4.1.4 a description that clearly illustrates that the benchmarking methodology to be used is capable of fulfilling the benchmarking objectives set out in Paragraph 2.1;

4.1.5 an estimate of the resources required from each Party in relation to the delivery of the plan;

4.1.6 a description of how the Benchmarkers will scope and identify the Comparison Group;

4.1.7 details of any entities which the Benchmarkers proposes to include within the Comparison Group; and

4.1.8 if in the Benchmarkers's professional opinion there are no Comparable Services or the number of entities carrying out Comparable Services is insufficient to create a Comparison Group, a detailed approach for meeting the relevant benchmarking objective(s) under Paragraph 2.1 using proxies for the Comparable Services and/or Comparison Group as applicable.

4.2 The Parties acknowledge and agree that the selection and/or use of proxies for the Comparison Group (both in terms of number and identity of entities) and Comparable Services shall be a matter for the Benchmarkers's professional judgment.

4.3 Each Party shall give notice in writing to the Benchmarkers and to the other Party within ten (10) Working Days after receiving the draft plan either approving the draft plan or suggesting amendments to that plan which must be reasonable. If a Party suggests amendments to the draft plan pursuant to this Paragraph, the Benchmarkers shall, if (and only if) it believes the amendments are reasonable, produce an amended draft plan. Paragraph 4.1 and this Paragraph shall apply to any amended draft plan.

4.4 Failure by a Party to give notice under Paragraph 4.3 shall be treated as approval of the draft plan by that Party. If the Parties fail to approve the draft plan within thirty (30) days of it first being sent to them pursuant to Paragraph 4.1 then the Benchmarkers shall prescribe the plan.

4.5 Once the plan is approved by both Parties or prescribed by the Benchmarkers, the Benchmarkers shall carry out the Benchmark Review in accordance with the plan. Each Party shall procure that all the information described in the plan, together with any additional information reasonably required by the Benchmarkers, is provided to the Benchmarkers without undue delay.

4.6 Each Party shall co-operate fully with the Benchmarkers, including by providing information reasonably requested by the Benchmarkers, provided that the Benchmarkers shall be instructed to minimise any disruption to the Services.

4.7 Once it has received the information it requires, the Benchmarkers shall determine whether or not each Benchmarked Service is and/or the Benchmarked Services as a whole are, Good Value.

5. BENCHMARK REPORT

5.1 The Benchmarkers shall be required to prepare a Benchmark Report and deliver it simultaneously to both Parties, at the time specified in the plan approved under Paragraph 4, setting out its findings. The Benchmark Report shall:

- 5.1.1 include a finding as to whether or not each Benchmarked Service is and/or whether the Benchmarked Services as a whole are, Good Value;
 - 5.1.2 describe the method used for any normalisation of the data relating to the Comparable Services and set out the data related to Comparable Services (including the starting price, the normalisation factors and levels of adjustment and the normalised price for such Comparable Services) used by the Benchmark Reviewer to conduct the Benchmark Review;
 - 5.1.3 if any Benchmarked Service is not Good Value, and/or the Benchmarked Services as a whole are not Good Value, specify one (1) or more sets of changes to the Charges that would if made (as a set of changes made together) make that Benchmarked Service or those Benchmarked Services as a whole Good Value (the "**Benchmark Adjustments**"); and
 - 5.1.4 be binding on the Parties.
- 5.2 Without limiting Paragraph 5.1, within five (5) Working Days from the date of receipt of the Benchmark Report in accordance with Paragraph 5.1, either Party may provide written comments on the Benchmark Report to the Benchmark Reviewer and the other Party and the Benchmark Reviewer shall, within a further five (5) Working Days of receipt of such comments, in its discretion, amend the Benchmark Report to take account of some or all of such comments and/or provide written notice to both Parties confirming which such comments it has decided not to take into account, including the reasons for not doing so.
- 5.3 Subject to Paragraph 5.4, if the Benchmark Report states that any Benchmarked Service is not Good Value and/or that the Benchmarked Services as a whole are not Good Value, then the Supplier shall implement the Benchmark Adjustments as soon as reasonably practicable within timescales agreed with TfL but in any event within no more than three (3) months. If the Benchmark Report specifies multiple possible sets of Benchmark Adjustments, TfL may elect in its sole discretion which of such sets the Supplier shall implement. Any associated changes to the Charges shall take effect from the date of the Benchmarking Notice. In such circumstances, the Supplier will be free to make an alternative proposal to TfL for TfL to consider (in its absolute discretion) as an alternative to implementing the findings of the Benchmark Report.
- 5.4 The Supplier acknowledges and agrees that Benchmark Reviews shall not result in any increase to the Charges.

**ANNEX 1
CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT is made on [date]

BETWEEN:

- (1) **[insert name]** of **[insert address]** (the "**Supplier**"); and
- (2) **[insert name]** of **[insert address]** (the "**Benchmark**er" and together with the Supplier, the "**Parties**").

WHEREAS:

- (A) Transport for London ("**TfL**") and the Supplier are party to a contract dated **[insert date]** (the "**Contract**") for the provision by the Supplier of **[insert brief description of services]** to TfL.
- (B) The Benchmark
er is to receive Confidential Information from the Supplier for the purpose of carrying out a benchmarking review for TfL of one (1) or more of such services pursuant to the terms of the Contract (the "**Permitted Purpose**").

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

"Benchmark Report" means the report produced by the Benchmark

er following the benchmarking review as further described in Paragraph 5 of Schedule 5.2 (*Value for Money*) to the Contract;

"Confidential Information" means:

- (a) Information, including all personal data within the meaning of the Data Protection Act 1998 (as amended or re-enacted from time to time) and any data originating from a Sub-contractor and however it is conveyed, provided by the Supplier to the Benchmark
er pursuant to this Agreement that relates to:

 - (i) the Supplier or a Sub-contractor;
 - (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Supplier or a Sub-contractor;

- (b) other Information provided by the Supplier pursuant to this Agreement to the Benchmark
er that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Benchmarker's attention or into the Benchmarker's possession in connection with the Permitted Purpose;
- (c) discussions, negotiations, and correspondence between the Supplier or any of its directors, officers, employees, consultants or professional advisers and the Benchmark
er or any of its directors, officers, employees, consultants and professional advisers in connection with the Permitted Purpose and all matters arising therefrom;
- (d) the Benchmark Report; and
- (e) Information derived from any of the above,

but not including any Information that:

- (i) was in the possession of the Benchmark
er without obligation of confidentiality prior to its disclosure by the Supplier;
- (ii) the Benchmark
er obtained on a non-confidential basis from a third party who is not, to the Benchmarker's knowledge or belief, bound by a confidentiality agreement with the Supplier or otherwise prohibited from disclosing the information to the Benchmarker;
- (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or
- (iv) was independently developed without access to the Confidential Information;

"Information" means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);

"Permitted Purpose" has the meaning given to that expression in recital (B) to this Agreement; and

"Sub-contractor" means any person who enters into a contract or agreement with the Supplier (or a Sub-contractor) and any person whereby that person agrees to provide to the Supplier (or the Sub-contractor) or all or any part of the services which are material for the performance of the Contract.

1.2 In this Agreement:

- 1.2.1 a reference to any gender includes a reference to other genders;
- 1.2.2 the singular includes the plural and vice versa;
- 1.2.3 references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;
- 1.2.4 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
- 1.2.5 references to Clauses are to clauses of this Agreement.

2. CONFIDENTIALITY OBLIGATIONS

2.1 In consideration of the Supplier providing Confidential Information to the Benchmark, the Benchmark shall:

- 2.1.1 treat all Confidential Information as secret and confidential;
- 2.1.2 have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);
- 2.1.3 not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or, if relevant, other owner or except as expressly set out in this Agreement;
- 2.1.4 not transfer any of the Confidential Information outside the United Kingdom;
- 2.1.5 not use or exploit any of the Confidential Information for any purpose whatsoever other than the Permitted Purpose;
- 2.1.6 immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
- 2.1.7 once the Permitted Purpose has been fulfilled:
 - (A) destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;
 - (B) ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Benchmark) from any computer, word processor, voicemail system or any other device; and
 - (C) make no further use of any Confidential Information.

3. PERMITTED DISCLOSURES

3.1 The Benchmark may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:

- 3.1.1 reasonably need to receive the Confidential Information in connection with the Permitted Purpose; and

- 3.1.2 have been informed by the Benchmarker of the confidential nature of the Confidential Information; and
 - 3.1.3 have agreed to terms similar to those in this Agreement.
- 3.2 The Benchmarker shall be entitled to disclose Confidential Information received for the Permitted Purpose to TfL and to any expert appointed in relation to a Dispute.
- 3.3 The Benchmarker shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Benchmarker.
- 3.4 Before making a disclosure pursuant to Paragraph 3.3, the Benchmarker shall, if the circumstances permit:
 - 3.4.1 notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and
 - 3.4.2 ask the court or other public body to treat the Confidential Information as confidential.
- 4. **GENERAL**
- 4.1 The Benchmarker acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.
- 4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
 - 4.2.1 to grant the Benchmarker any licence or rights other than as may be expressly stated in this Agreement;
 - 4.2.2 to require the Supplier to disclose, continue disclosing or update any Confidential Information; or
 - 4.2.3 as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of this Agreement.
- 4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of it nor shall any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Benchmarker acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Benchmarker of any of the provisions of this Agreement. Accordingly, the Benchmarker acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.
- 4.5 The maximum liability of the Benchmarker to the Supplier for any breach of this Agreement shall be limited to one hundred per cent (100%) of the fees paid or payable to the Benchmarker in respect of the relevant Benchmark Review.
- 4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.
- 4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement.
- 4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one (1) counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

5. **NOTICES**

5.1 Any notice to be given under this Agreement (each a "**Notice**") shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Paragraph 5.2.

5.2 Any Notice:

5.2.1 if to be given to the Supplier shall be sent to:

[Address]

Attention:

[Contact name and/or position, e.g. "The Finance Director"]

5.2.2 if to be given to the Benchmarkers shall be sent to:

[Name of Organisation]

[Address]

Attention: []

6. **GOVERNING LAW**

6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.

6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of [Supplier]

SIGNED by)
[NAME OF PERSON AUTHORISED TO)
SIGN])
)
)
)

For and on behalf of [name of Benchmarkers]

SIGNED by)
[NAME OF PERSON AUTHORISED TO)
SIGN])
)
)
)



TRANSPORT FOR LONDON
and
VODAFONE LIMITED

Agreement for the provision of
Mobile Services Lot 1
Schedule 6.1
Governance

Transport for London
14 Pier Walk
London
SE10 0ES

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ANNEX 1 GOVERNANCE FORUMS 7

1. INTRODUCTION

- 1.1 The purpose of this Schedule 6.1 is:
- 1.1.1 to set out the governance structure for this Agreement, the roles and responsibilities of both Parties to maintain an effective working relationship and the type, content and frequency of management review meetings to be held; and
 - 1.1.2 to ensure that the Parties seek to work in a collaborative manner, looking for clarity and simplicity in the governance of this Agreement.
- 1.2 The objectives of this Schedule 6.1 are to establish and maintain an effective mechanism to, non-exhaustively:
- 1.2.1 consistently review the delivery of quality and cost-effective Services by the Supplier to TfL, each as set out in this Agreement and facilitated by the Commercial Review Meeting and Service Review Meeting;
 - 1.2.2 determine, assess and prioritise changes to the Services to support TfL's changing business objectives;
 - 1.2.3 ensure the Services are assessed, reviewed and (to the extent reasonably practicable in accordance with this Agreement) improved on a continuous basis;
 - 1.2.4 ensure that all risks and issues relating to the Services are identified and managed appropriately by the Supplier and TfL;
 - 1.2.5 arrive at informed decisions throughout the lifetime of this Agreement;
 - 1.2.6 build upon, consolidate and strengthen business and working relationships between the Supplier and TfL; and
 - 1.2.7 ensure that any contentious issue, difference or question of interpretation relating to the Services or arising out of or in connection with this Agreement is identified in advance and managed by the Parties to reduce the risk of such issue, difference or question of interpretation developing into a Dispute,
- (each such objective being a "**TfL Objective**").
- 1.3 In addition to the governance processes set out in this Schedule 6.1, there are certain governance processes in relation to particular requirements which may be set out in the other Schedules to this Agreement.
- 1.4 For the avoidance of doubt, in the event an issue or Dispute in relation to the Services is referred through the governance process set out in this Schedule 6.1, such referral shall not prejudice any other right of a Party to exercise or claim the benefit of any other remedy available to it pursuant to this Agreement.

2. GOVERNANCE OBJECTIVES

- 2.1 The objectives of the Governance Forums shall be to:
- 2.1.1 ensure the strategic alignment of the Services, their architecture and direction with TfL's business needs;
 - 2.1.2 help set strategic priorities for the Services and investment;
 - 2.1.3 ensure that technology is appropriately used to support Service Recipients and TfL's changing business needs;
 - 2.1.4 monitor and improve the Supplier's performance;
 - 2.1.5 monitor control of quality, timeliness of delivery, value for money and the effectiveness of Services delivered by the Supplier;
 - 2.1.6 administer and manage the mechanisms contained in this Agreement to ensure that the Supplier meets its obligations under this Agreement;
 - 2.1.7 ensure all information relating to this Agreement, including financial information and service information, is available for audit as required by this Agreement; and

2.1.8 leverage the Supplier's capabilities for the benefit of TfL,
(each such objective being a "**TfL Objective**").

2.2 If reasonably requested by TfL, the Supplier shall ensure that it attends governance bodies other than the Governance Forums from time to time and that the Supplier's representatives are empowered to resolve issues arising at such governance bodies.

3. **GENERAL GOVERNANCE PRINCIPLES**

3.1 The governance structure described in this Schedule 6.1 shall apply to all issues arising under this Agreement. In applying the governance structure, the Parties shall comply with the following guiding principles:

3.1.1 the Parties shall focus on the identification and resolution of the issues that will determine the long-term success of the relationship;

3.1.2 issues should be discussed with counterparts in advance of Governance Forum meetings so that meeting time can be focused on resolution, action planning or guidance;

3.1.3 the Parties shall adopt a "fix first" approach to prioritising the timely Achievement of Milestones, and shall not unnecessarily precondition such activities on, or otherwise delay such activities pending, the resolution of contentious issues, questions of interpretation and Disputes; and

3.1.4 without prejudice to any other provisions in this Agreement, all contacts and interaction between the Supplier and TfL are managed in line with the governance structure.

3.2 The Parties shall work together to ensure that the number and membership of Governance Forums will be kept to the minimum necessary to meet the principal objectives of the Governance Forums.

3.3 The various Governance Forums shall develop their own processes to support their functions.

4. **GOVERNANCE FORUMS**

4.1 This Agreement shall be governed by the Governance Forums. The Governance Forums shall be as follows:

4.1.1 Commercial Review Meeting;

4.1.2 Service Review Meeting; and

4.1.3 Dispute Review Meeting.

5. **PURPOSE OF THE GOVERNANCE FORUMS**

5.1 Without limiting Paragraph 2.3 of Schedule 2B (*Service Levels*):

5.1.1 the Commercial Review Meeting shall be responsible for reviewing:

(A) contractual compliance;

(B) contract risks, issues and escalations;

(C) Variations;

(D) progress on any relevant Corrective Action Notices and Corrective Action Plans;

(E) charging, value for money, invoicing and financial reporting matters; and

(F) outstanding and emerging Disputes (but if any Dispute cannot be resolved by the Commercial Review Meeting, then the Dispute will be escalated to, and reviewed by, the Dispute Review Meeting; and

(G) any other matters which this Agreement stipulates, or which the Parties agree, will be reviewed by such meeting;

- 5.1.2 the Service Review Meeting shall be responsible for reviewing:
- (A) Service performance (including Transition), including in relation to performance against Service Levels (without prejudice to Paragraph 2.3 of Schedule 2B (*Service Levels*)), Milestones and any other performance indicators;
 - (B) Incidents; and
 - (C) any other matters which this Agreement stipulates, or which the Parties agree, will be reviewed by such meeting; and
- 5.1.3 the Dispute Review Meeting shall be responsible for reviewing Disputes that have not been resolved in, or that have been escalated to the Dispute Review Meeting by, the Commercial Review Meeting.

6. MEETINGS OF THE GOVERNANCE FORUMS

- 6.1 The Parties shall hold Governance Forums in accordance with the requirements set out in this Schedule 6.1 and the details specified in Annex 1 (*Governance Forums*).
- 6.2 The Parties shall ensure that their respective representatives attend nominated Governance Forums and that the representatives are empowered to resolve issues before them. Where absolutely necessary due to annual leave commitments, sickness or ill health, deputies may attend, provided that they are delegated with comparable levels of authority and empowerment.
- 6.3 Each respective Governance Forum shall discuss in good faith, and TfL shall reasonably decide on:
- 6.3.1 arrangements for attendance at Governance Forums including whether the Governance Forums will require physical presence and their location (which shall be at TfL's premises in London unless otherwise determined by the chair) and timing;
 - 6.3.2 the meeting quorum (but in any case, each meeting shall be attended by at least one (1) attendee from both the Supplier and TfL);
 - 6.3.3 the format and running of the meeting including format and requirements for presentations and manner of the resolution of debates;
 - 6.3.4 communication of major decisions and issues;
 - 6.3.5 the arrangements for circulation of agendas; and
 - 6.3.6 the arrangements for minute-taking, agreement and distribution.
- 6.4 The chair of each Governance Forum will decide on:
- 6.4.1 arrangements for attendance at Governance Forums including whether the Governance Forums will require physical presence and their location (which shall be at TfL's premises in London unless otherwise determined by the chair) and timing;
 - 6.4.2 the meeting quorum;
 - 6.4.3 the format and running of the meeting including format and requirements for presentations, manner of the resolution of debates;
 - 6.4.4 the arrangements for circulation of agendas; and
 - 6.4.5 the arrangements for minute-taking, agreement and distribution.
- 6.5 If a Party wishes to discuss any additional matters at, or for any additional attendees or deputies to attend, a Governance Forum, it shall use reasonable endeavours to give the other Party at least three (3) Working Days' written notice before the relevant Governance Forum is scheduled to occur.

7. CHANGES TO THIS SCHEDULE

- 7.1 If TfL's internal organisational structures or roles change, it may raise a Variation to update this Schedule 6.1 accordingly (at no additional cost to TfL, to the extent that the change relates to updating the details of structure of, responsibilities of and any other processes associated with any Governance Forum) and the Supplier shall not unreasonably withhold, condition, or delay its consent to such Variation.
- 7.2 TfL may, by written notice (which shall not be treated as a Variation), change the TfL Attendees for a Governance Forum.
- 7.3 Without prejudice to Clauses 13.3 to 13.6 (*Key Personnel*), where the name or identity of an Attendee to a Governance Forum changes, the relevant Party shall give written notice of the same to the other Party as soon as possible following such change.

**ANNEX 1
GOVERNANCE FORUMS**

1. COMMERCIAL REVIEW MEETING

Attendees	For TfL:	Commercial Manager Senior Sourcing/ Category Manager (optional)
	For the Supplier:	Vodafone Account Lead
	Chair	TfL
Start date for Meeting	First month after the Service Commencement Date	
Frequency	Monthly, or at such other times as agreed between the Parties	
Inputs	<ul style="list-style-type: none"> • Previous minutes and actions and reports as specified in this Agreement • Supplier performance review • Contractual compliance • Progress on any relevant Corrective Action Notices and Corrective Action Plans • Contract risks, issues and escalations • Outstanding and new contentious issues, differences or questions of interpretation and Disputes • Commercial savings/benefits • Market update/innovative changes • Any other matters which this Agreement stipulates, or which the Parties agree to include 	
Outputs	<ul style="list-style-type: none"> • Minutes of meeting including actions and decisions • Agreed Service improvements • Resolution of Disputes 	

2. **SERVICE REVIEW MEETING**

Attendees	For TfL:	Senior Service Performance Manager – End User Computing Service Performance Manager – End User Computing
	For the Supplier:	Vodafone Service Relationship Manager
	Chair	TfL
Start date for Meeting	First month after the Service Commencement Date	
Frequency	Monthly, or at such other times as agreed between the Parties	
Inputs	<ul style="list-style-type: none"> • Previous minutes and actions and reports as specified in this Agreement • Service Performance reports (including as tracked against Service Levels, Milestones and any other performance indicators agreed between the parties) • Usage • Progress against Transition plan • Any other matters which the Agreement stipulates, or which the Parties agree to include 	
Outputs	<ul style="list-style-type: none"> • Minutes of the meeting including actions and decisions 	

3. **DISPUTE REVIEW MEETING**

Attendees	For TfL:	TfL Representative
	For the Supplier:	Vodafone Account Lead
	Chair	TfL
Start date for Meeting	N/A	
Frequency	Promptly following a relevant Dispute arising	
Inputs	<ul style="list-style-type: none"> • Issues list describing the relevant Dispute • Previous resolution or associated action plan for a previous Dispute (if applicable) • Relevant minutes of the meeting including actions and decisions from a Commercial Review Meeting in relation to the Dispute (if any) 	
Outputs	<ul style="list-style-type: none"> • Minutes of the meeting including actions and decisions • Resolution of Disputes including temporary or final resolution and associated action plan • Agreed timescales for implementation of the resolution and associated action plan • Agreed next steps regarding review of effectiveness of resolution or associated action plan to resolve the Dispute 	



TRANSPORT FOR LONDON
and
VODAFONE LIMITED

Agreement for the provision of
Mobile Services Lot 1
Schedule 6.2
Variation Procedure

Transport for London
14 Pier Walk
London
SE10 0ES

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1. INTRODUCTION

- 1.1 The purpose of this Schedule 6.2 is to set out:
- 1.1.1 the processes for requesting, considering and implementing Variations;
 - 1.1.2 the types of Variations;
 - 1.1.3 the basis for pricing Variations; and
 - 1.1.4 the requirements for the Supplier to report and improve the accuracy and precision of Variation Pricing.
- 1.2 The objectives of this Schedule 6.2 are to:
- 1.2.1 enable TfL to operate in a dynamic environment, seeking to respond to the changing demands of its Service Recipients;
 - 1.2.2 ensure that TfL has the ability to vary the Services or their performance to meet TfL's business needs and to continue to develop and, potentially, expand the scope of the Services; and
 - 1.2.3 require the Supplier to ensure that all relevant Documents are promptly updated with Variation details as part of the delivery of that Variation,
- 1.3 (each such objective being a "**TfL Objective**").

2. COSTS FOR PREPARATION OF VARIATIONS

- 2.1 The Supplier shall not, in relation to a Variation, be entitled to charge any costs in respect of resources which have already been included as part of the Charges.
- 2.2 Each Party shall pay its own costs and expenses, in each case of any nature whatsoever, incurred in connection with the investigation, preparation or negotiation of each TfL Proposed Variation or Supplier Proposed Variation, and otherwise in connection with any acts, omissions, documentation, notices, proposals or correspondence in connection with agreement on, or determination in accordance with the provisions of Schedule 6.3 (*Dispute Resolution Procedure*) of, the terms of any Variation. Such costs and expenses shall not be taken into account (or be included by the Supplier) in costing any Variation.
- 2.3 The Supplier shall not be entitled to recover any costs incurred in the event that a TfL Proposed Variation or Supplier Proposed Variation is not given Variation Approval.

3. VARIATION PROCEDURE

Overview

- 3.1 Each Party may at any time request a Variation to the Services. The other Party shall not be obliged to approve such Variation.

Types of Variations

- 3.2 Variations shall be categorised as one of the following:
- 3.2.1 a Variation request issued by TfL (a "**TfL Proposed Variation**"); or
 - 3.2.2 a Variation proposed by the Supplier (a "**Supplier Proposed Variation**").

Variation Notices

- 3.3 If TfL wishes to implement a Variation then TfL shall give notice to the Supplier of a TfL Proposed Variation (each a "**Variation Notice**") in the form set out in Annex 1 (*Variation Notice*).
- 3.4 The Variation Notice shall set out:
- 3.4.1 the scope of the Variation, including any specific deliverables required to be provided by the Supplier;
 - 3.4.2 any constraints on the implementation and/or delivery of the Variation to the Services;

- 3.4.3 the timetable for implementation of the Variation;
 - 3.4.4 any additional clauses required pursuant to Clause 15.4 (*Intellectual Property Rights*), relating to any IPR being created; and
 - 3.4.5 whether TfL considers that the Variation is a chargeable Variation and if so, the pricing model.
- 3.5 TfL may propose such contractual incentive provisions in accordance with Paragraph 3 as TfL considers appropriate (subject to the requirements of Applicable Law).

Supplier Proposals

- 3.6 The Supplier shall, in response to each Variation Notice, issue a Supplier Proposal. The Supplier shall deliver to TfL a Supplier Proposal within twenty (20) Working Days (or such other period agreed in writing by TfL acting reasonably) from the date of delivery of the relevant Variation Notice.
- 3.7 Where more than one (1) of the Supplier Proposals required to be delivered under Paragraph 1.12 in any consecutive three (3) months fail to be submitted within twenty (20) Working Days (or such other period agreed in writing by TfL acting reasonably) from the date of delivery of the relevant Variation Notice, the Supplier shall prepare and issue a Corrective Action Plan (and TfL shall be deemed to have issued a Corrective Action Notice in respect thereof).
- 3.8 If the Supplier reasonably considers that the Variation Notice does not contain sufficient information to enable the Supplier to prepare a Supplier Proposal and the Supplier does not have access to such information which is essential in the preparation of the Supplier Proposal then the Supplier shall notify TfL promptly and in any event within five (5) Working Days from receipt of the Variation Notice, providing a full explanation of the information required and why it is essential for the preparation of the Supplier Proposal (a "Request for Further Information"). TfL shall either:
- 3.8.1 provide the information requested and extend the period for the submission of the Supplier Proposal by a period equal to the difference between the date when TfL received the Request for Further Information and the date on which TfL provided the information requested by the Supplier (or such other period agreed in writing by TfL acting reasonably); or
 - 3.8.2 provide reason(s) why TfL does not consider the information to be required, in which case the period for the submission of the Supplier Proposal shall remain unchanged.
- 3.9 The Supplier Proposal shall, as a minimum, include:
- 3.9.1 the proposed method of implementing the Variation;
 - 3.9.2 which Supplier Personnel (for example, number and functional expertise) will be required to implement the Variation and any assumptions used in deriving the number of Supplier Personnel required per role, for example, number of hours worked per day;
 - 3.9.3 the effect (if any) on the timing of the performance of other obligations under this Agreement (including the effect (if any) on any relevant Milestone Dates);
 - 3.9.4 the impact or possible impact of the proposed Variation on the provision of the Services (including without limitation all possible risks or issues associated with or resulting from the Variation);
 - 3.9.5 the anticipated Supplier responsibilities;
 - 3.9.6 the value and scope of Services being provided via any potential Sub-contract; and
 - 3.9.7 the financial consequences of implementing the Variation,
- (together, the "**Variation Pricing**").

TfL Variation review

- 3.10 Within ten (10) Working Days of the submission to TfL by the Supplier of a Supplier Proposal, TfL shall notify the Supplier whether or not it agrees with the contents of the Supplier Proposal, including the Variation Pricing.
- 3.11 If TfL agrees with a Supplier Proposal, it shall issue a Variation Approval in accordance with Paragraph 1.21.
- 3.12 If TfL does not agree with the Supplier Proposal the Parties shall first attempt to resolve the disagreement in good faith and shall negotiate to agree the required changes.
- 3.13 The Supplier shall, within five (5) Working Days from the date of TfL's notification to the Supplier pursuant to Paragraph 1.16 that it does not agree with the Supplier Proposal, provide to TfL in writing an updated Supplier Proposal and TfL shall, within five (5) Working Days notify the Supplier whether or not it agrees with such updated Supplier Proposal.
- 3.14 If, within ten (10) Working Days (or such other period as may be agreed by the Parties in advance and in writing) from the date of TfL's notification to the Supplier pursuant to Paragraph 1.19 stating that TfL does not agree with the updated Supplier Proposal, TfL and the Supplier fail to agree, then TfL may escalate the matter to the Commercial Review Meeting.

Variation Approval

- 3.15 The Supplier shall not implement any TfL Proposed Variation or Supplier Proposed Variation until TfL has issued a notice (the "**Variation Approval**"). TfL shall not at any time be obliged to issue a Variation Approval in respect of any TfL Proposed Variation or Supplier Proposed Variation.
- 3.16 The Supplier shall accept a copy of the Variation Approval as formal authorisation from TfL to proceed with a Variation.
Implementation of a Variation
- 3.17 Following a Variation Approval, the Supplier shall immediately proceed with the relevant Variation.

Settlement of Variations

- 3.18 Any additional charges payable in respect of a Variation, and any associated payment milestones, shall be identified in the Supplier Proposal.

4. Variation Pricing

- 4.1 The Supplier shall ensure that all elements of Variation Pricing for each Variation complies with the requirements set out in this Paragraph 4 as well as in Schedule 5.1 (*Charges and Invoicing*).

General principles

- 4.2 The Supplier shall use its reasonable endeavours to minimise the cost impact on TfL associated with Variations.
- 4.3 In preparing a Supplier Proposal the Supplier shall provide the Charges to carry out the Variation which shall:
 - 4.3.1 be based on and reflect the Charges set out in Schedule 5.1 (*Charges and Invoicing*); and
 - 4.3.2 comply with the requirements of this Schedule 6.2.
- 4.4 The Supplier shall not:
 - 4.4.1 increase the Charges on account of a Variation if the Variation can be implemented using the Supplier's then-current resources covered by the existing Charges or if the proposed Variation relates to the introduction of a new service which can be provided within the existing Charges;
 - 4.4.2 charge for costs not reasonably and properly incurred by it;

- 4.4.3 charge cost overruns caused by a failure of the Supplier to comply with the requirements of this Agreement or to use reasonable care and skill to provide the Services; and
 - 4.4.4 charge costs to remedy any defect or Incident caused by a failure of the Supplier to comply with the requirements of this Agreement or to use reasonable care and skill to provide the Services.
- 4.5 Without prejudice to other provisions of this Agreement the Supplier shall, when submitting a Supplier Proposal, or before referring any matter for determination pursuant to Schedule 6.3 (*Dispute Resolution Procedure*) or when implementing any Variation (as the context requires):
- 4.5.1 submit a statement to TfL of its proposed method of implementing the Variation, demonstrating the steps which it has taken to minimise the costs of doing so;
 - 4.5.2 if reasonably required by TfL, demonstrate that it has complied with Schedule 5.1 (*Charges and Invoicing*) in relation to the Variation Pricing included in the Supplier Proposal and that this represents value for money having due regard to the Supplier's other obligations under this Agreement; and
 - 4.5.3 shall not in its Supplier Proposal make any claim that it is excused from any liability other than on the same grounds and to the same extent as it would have been excused from liability for performing its obligations under this Agreement (before the proposed Variation took effect).
- 4.6 TfL may provide the Supplier with information in relation to possible future Variations to enable the Supplier to take into account such future possible Variation in planning its operation so as to reduce the costs of implementing such Variations in the future. The Supplier shall be obliged to reduce such costs to the extent practicable, having regard to the timing and quality of the information provided by TfL, provided that TfL has stated in writing that a particular possible future Variation should be taken into account in preparing the Supplier Proposal unless the Supplier notifies TfL in writing that such an approach would result in the Supplier incurring material additional costs, expenses or disruption and provides evidence of the same.
- 4.7 The Supplier shall identify in the Supplier Proposal any impact the implementation of the Variation will have to the existing Charges.

ANNEX 1
VARIATION NOTICE

Variation No. [XXXX]	Date [DD-MMM-YY]
VARIATION TITLE:	
Supplier: [Insert Supplier name] (Contract name and reference no. to be included in header)	
Cost Model: Fixed Price / Cost Reimbursable (delete as appropriate)	
Bounded Mechanisms: Profit Retention / Shared Risk Pot / Exceptional Bonus / Delay Payments / Tapering Charges / Charge Adjustment Points (delete as appropriate)	

Project Manager	Service Delivery Manager	Contract Manager
[Insert Project Manager Name]	[Insert Service Delivery Manager Name]	[Insert Contract Manager Name]

Summary	
➤ Scope of Variation to the Services	<i>Insert a concise summary of the scope of the Variation to the Services, including any specific Deliverables to be provided by the Supplier</i>
➤ Key Risks and Issues	<i>Insert a concise summary of the Risks and issues on the implementation and/or delivery of the Variation to the Services</i>
➤ Key dates/Milestone Dates/Milestone Deliverables	<i>Provide a timetable for the implementation of the Variation including key dates or Milestone Dates (including the deliverables or Services that the Supplier shall provide by each relevant key date or Milestone Date)</i>
➤ Approval / Assurance	<i>Insert summary of the key Approval / Assurance requirements</i>
➤ Variation Pricing	<i>Insert statement regarding whether TfL considers that the proposed Variation is chargeable or not</i>
Signed: Transport for London [insert name] [insert job title]	Signed:



**TRANSPORT FOR LONDON
and
VODAFONE LIMITED**

**Agreement for the provision of
Mobile Services Lot 1
Schedule 6.3
Dispute Resolution Procedure**

Transport for London
14 Pier Walk
London
SE10 0ES

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1. INTRODUCTION

The purpose of this Schedule 6.3 is to set out the Dispute Resolution Procedure in order to enable the Parties to resolve any Disputes which arise in an efficient and timely manner (such objective being a "**TfL Objective**").

2. DISPUTE NOTICES

2.1 If a Dispute has arisen, and:

2.1.1 either Party is of the reasonable opinion that the resolution of the Dispute by commercial negotiation in accordance with Schedule 6.1 (*Governance*), or the continuance of commercial negotiation, will not result in an appropriate solution; or

2.1.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with Schedule 6.1 (*Governance*),

either Party may issue to the other a Dispute Notice.

2.2 A Dispute Notice:

2.2.1 shall set out:

(A) the material particulars of the Dispute;

(B) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and

(C) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and

2.2.2 may specify in accordance with the requirements of Paragraphs 7.1, 7.2 and 7.3 that the Party issuing the Dispute Notice has determined (in the case of TfL) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case Paragraph 7 shall apply.

2.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph 2.2.2 then:

2.3.1 if it is served by TfL it shall be treated as a Multi-Party Procedure Initiation Notice; and

2.3.2 if it is served by the Supplier it shall be treated as a Supplier Request,

and in each case the provisions of Paragraph 7 shall apply.

2.4 Subject to Paragraphs 2.5 and 3.2, and provided that TfL has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:

2.4.1 first, if either Party serves a Mediation Notice, by mediation in accordance with Paragraph 4;

2.4.2 then, if either Party serves a Notice of Adjudication, by Adjudication in accordance with Paragraph 5; and

2.4.3 lastly by recourse to litigation in accordance with Clause 45 (*Governing Law and Jurisdiction*).

2.5 Notwithstanding anything to the contrary in this Schedule 6.3, TfL may, at its sole discretion, at any time refer any Dispute to:

2.5.1 Adjudication; or

2.5.2 litigation in accordance with Clause 45 (*Governing Law and Jurisdiction*).

2.6 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Agreement regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice.

3. EXPEDITED DISPUTE TIMETABLE

- 3.1 In exceptional circumstances where the application of the periods of time set out in this Schedule 6.3 would be unreasonable, including (by way of example) where one (1) Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within five (5) Working Days of the issue of a Dispute Notice, TfL shall decide, in its sole discretion, whether the Expedited Dispute Timetable shall be used.
- 3.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of Paragraph 3.1 or is otherwise specified under the provisions of this Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:
- 3.2.1 in Paragraph 4, the applicable time limits shall be reduced by half; and
- 3.2.2 in Paragraph 5.2.1, the time limit of two (2) Working Days shall apply (instead of five (5) Working Days).
- 3.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend that deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

4. MEDIATION

- 4.1 Subject to Paragraph 2.5, following the service of a Dispute Notice, either Party may serve a written notice to proceed to mediation in accordance with this Paragraph (a "**Mediation Notice**").
- 4.2 If a Mediation Notice is served, the Parties shall attempt to resolve the Dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Agreement.
- 4.3 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within five (5) Working Days from the service of a Mediation Notice then either Party may apply to CEDR to nominate such a person.
- 4.4 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.5 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Variation Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.
- 4.6 Subject to Paragraph 2.5, in the event that the Dispute is not resolved by written agreement between the Parties within twenty-eight (28) days of the appointment of the Mediator, either Party may issue a Notice of Adjudication to the other Party in accordance with Paragraph 5.1.1.

5. ADJUDICATION

- 5.1 Notice of Adjudication
- 5.1.1 Subject to Paragraphs 2.1 and 2.5, if the Parties have been unable to resolve a Dispute (if a Mediation Notice has been served) by mediation as provided in Paragraph 4, within the time limits set by Paragraph 4.6, then either Party may at any time thereafter give written notice (the "**Notice of Adjudication**") to the other Party requiring the Dispute to be referred to a suitably experienced Adjudicator.
- 5.1.2 The Notice of Adjudication shall set out briefly:

- (A) a statement of the nature of the Dispute in respect of which Adjudication is required and the material facts to be relied on;
 - (B) the Clauses, Schedules and Paragraphs in this Agreement to be relied on; and
 - (C) the redress sought (including the quantum of any monetary relief).
- 5.1.3 More than one (1) Notice of Adjudication may be given in relation to Disputes arising out of this Agreement. An Adjudicator may act in more than one (1) Adjudication under this Agreement at the same time but in respect of each Dispute there shall only be one (1) Adjudicator at any time.

5.2 Appointing the Adjudicator

- 5.2.1 The Parties shall within five (5) Working Days of the Notice of Adjudication agree the appointment of a suitably experienced individual to act as the Adjudicator.
- 5.2.2 If the Parties agree on the identity of the Adjudicator, the Party that gave the Notice of Adjudication (the "**Referring Party**") shall within a further five (5) Working Days send to the Adjudicator and to the other Party (the "**Responding Party**"):
 - (A) a copy of the Notice of Adjudication;
 - (B) the Parties' names and addresses;
 - (C) a copy of this Agreement; and
 - (D) a written request for the Adjudicator to confirm to the Parties within two (2) Working Days of receipt of such request the Adjudicator's availability to act.
- 5.2.3 If such person named under Paragraph 5.2.2 confirms to the Parties within two (2) Working Days of receipt of the request from the Referring Party their availability to act, they shall be the Adjudicator for any Dispute stated in the Notice of Adjudication.
- 5.2.4 If the Parties do not agree within five (5) Working Days of the Notice of Adjudication on the identity of the Adjudicator or the Adjudicator does not confirm his availability to act in accordance with Paragraph 5.2.3, the Referring Party shall request a nomination of an Adjudicator from the LCIA (London Court of International Arbitration, whose address as at the Effective Date is 70 Fleet Street, London EC4Y 1EU) to be made within five (5) Working Days and shall send to the LCIA:
 - (A) a copy of the Notice of Adjudication;
 - (B) the Parties' names and addresses;
 - (C) a copy of this Dispute Resolution Procedure; and
 - (D) anything else required by the LCIA for it to nominate an Adjudicator.
- 5.2.5 Following nomination of an Adjudicator by the LCIA in accordance with Paragraph 5.2.4, the Referring Party shall send a written request to the Adjudicator for them to confirm to the Parties within two (2) Working Days of receipt of such request their availability to act. If they confirm to the Parties their availability to act within two (2) Working Days, they shall be the Adjudicator for any Dispute stated within the Notice of Adjudication. If not, the Referring Party shall send a further request to the LCIA in accordance with Paragraph 5.2.4.
- 5.2.6 If, for any reason, an Adjudicator:
 - (A) resigns or is unable to act; or
 - (B) fails to reach a decision within the time required by these rules, and the Parties are unable to agree with the Adjudicator an extension of time and/or are unable to agree a replacement Adjudicator,
the Referring Party shall follow the procedure set out in Paragraphs 5.2.4 and 5.2.5 to request a nomination of an Adjudicator from the LCIA.

- 5.2.7 An Adjudicator shall declare to the Parties and shall not act if they are or have been an employee, agent or consultant of either Party, save where both Parties consent, and shall declare any interest, financial or otherwise, in any Dispute referred to in the Notice of Adjudication.
- 5.2.8 Subject to Paragraph 5.2.7, if a Party objects to a person selected as Adjudicator by the LCIA, that objection shall not prevent the Adjudicator being appointed, and it shall not invalidate the appointment or any decision he may reach.
- 5.2.9 The Adjudicator shall provide to the Parties, at the same time as confirming his availability to act, a copy of the terms on which he is prepared to act including information regarding fees and expenses.
- 5.3 **Scope of the Adjudication**
- 5.3.1 The scope of the Adjudication shall be the Dispute identified in the Notice of Adjudication, together with:
- (A) any further matters which the Parties agree should be within the scope of the Adjudication; and
 - (B) any further matters which the Adjudicator determines shall be included in order that the Adjudication may be effective and/or meaningful.
- 5.3.2 The Adjudicator may decide upon their own substantive jurisdiction and the scope of the Adjudication.
- 5.4 **Purpose of the Adjudication**
- The underlying purpose of the Adjudication is to decide Disputes between the Parties that are within the scope of the Adjudication as rapidly and economically as is reasonably possible.
- 5.5 **Role of the Adjudicator**
- 5.5.1 The Adjudicator shall act fairly and impartially, but shall not be obliged or empowered to act as arbitrator.
- 5.5.2 The Adjudicator shall have the power to open up and review any Records, written correspondence, notices, certificates or other things issued or made pursuant to this Agreement or any other relevant contract as would a court.
- 5.6 **Referral of the Dispute**
- 5.6.1 Within two (2) Working Days of receipt of an Adjudicator's confirmation of their availability to act, the Referring Party shall refer the Dispute by notice in writing (the "**Referral Notice**") to the Adjudicator.
- 5.6.2 The Referral Notice shall include:
- (A) details of the circumstances giving rise to the Dispute;
 - (B) the reasons for entitlement to the remedy sought; and
 - (C) any documentary or other evidence that the Referring Party intends to rely upon in the Adjudication.
- 5.6.3 The Referring Party shall, at the same time as it sends to the Adjudicator the Referral Notice and documents referred to in Paragraph 5.6.2, send a copy of the Referral Notice and copies of those documents to the other Party.
- 5.6.4 The date of the referral of the Dispute shall be the date on which the Referral Notice is received by the Adjudicator (the "**Date of Referral**"). The Adjudicator shall confirm to the Parties in writing the date of receipt of the Referral Notice.
- 5.6.5 Following receipt of a Referral Notice in accordance with Paragraph 5.6.3, each Party shall be entitled to send a response to the Adjudicator, which shall at the

same time be copied to the other Party, within ten (10) Working Days of the Date of Referral.

5.7 The Adjudication

- 5.7.1 The Adjudicator shall establish the timetable and procedure for the Adjudication, with which the Parties shall comply, subject always to the time limit in Paragraph 5.8.1, and may proceed if one (1) Party does not participate or cooperate.
- 5.7.2 Without prejudice to the generality of Paragraph 5.7.1, the Adjudicator may if he thinks fit:
- (A) require the delivery of written statements of case;
 - (B) require either Party to produce a bundle of key documents (other than documents that would be privileged from production to a court), whether helpful or otherwise to that Party's case, and to draw such inference as may seem proper from any imbalance in such bundle that may become apparent;
 - (C) require the delivery to him and/or the other Party of copies of any documents (other than documents that would be privileged from production to a court);
 - (D) limit the length of any written or oral submission;
 - (E) require the attendance before him for questioning of any employee or agent of either Party;
 - (F) make Site visits;
 - (G) subject to Paragraph 5.7.4(B), make use of their own specialist knowledge;
 - (H) make directions for the conduct of the Adjudication orally or in writing, if made orally the directions shall be confirmed by the Adjudicator in writing;
 - (I) review and revise any of their own previous directions;
 - (J) conduct the Adjudication inquisitorially, and take the initiative in ascertaining the facts and the Law;
 - (K) proceed with the Adjudication and reach a decision even if a Party fails to comply with a request or direction with which they have been given the opportunity to comply; and
 - (L) reach their decision(s) with or without holding an oral hearing.
- 5.7.3 The Adjudicator may, at any time, obtain legal or technical advice on any matter provided that the Parties are informed of the reasons beforehand. Prior to making the decision, the Adjudicator shall provide the Parties with copies of any written advice so obtained.
- 5.7.4 The Adjudicator shall:
- (A) decide on the Dispute referred to in the Notice of Adjudication, and any other matters as identified under Paragraph 5.3.1, on the basis of the Parties' legal entitlements;
 - (B) act fairly and impartially, giving each Party a reasonable opportunity, in light of the timetable, of putting their case and dealing with that of its opponent;
 - (C) in reaching his decision, take into account the fact that this Agreement relates to services provided to the public which should continue to operate in a timely, economic, efficient and reliable manner; and
 - (D) avoid incurring unnecessary expense.

- 5.7.5 The Adjudicator shall not:
- (A) request and/or require any advance payment of or security for his fees;
 - (B) receive any submissions from one (1) Party that are not also made available to the other Party;
 - (C) except in the event of misconduct by that representative refuse either Party the right at any hearing or meeting to be represented by any representative of that Party's choosing who is present;
 - (D) act or continue to act if he has a conflict of interest; or
 - (E) require either Party to pay or make contribution to the legal costs of the other Party arising in the Adjudication.
- 5.7.6 The Adjudicator may in any decision, direct the payment of such interest from such dates and at such rates as permitted by this Agreement or if no such rate is set out in this Agreement, the Adjudicator may apply a commercially reasonable rate.
- 5.7.7 All information of whatever nature provided to the Adjudicator by either Party shall be copied to the other Party or (where copying is not practicable) the other Party shall be entitled to inspect it. The Adjudicator shall require material information provided orally to be confirmed to the Adjudicator in writing (and copied to the other party).
- 5.7.8 The Parties shall continue to observe and perform all obligations contained in this Agreement, notwithstanding any reference to the Adjudicator.

5.8 The Adjudicator's decision

- 5.8.1 The Adjudicator shall reach a decision on the Dispute set out in the Notice of Adjudication, and any other matters as identified under Paragraph 5.3.1, within twenty-eight (28) days of the Date of Referral, as confirmed to the Parties in accordance with Paragraph 5.6.4.
- 5.8.2 The twenty-eight (28) day period set out in Paragraph 5.8.1 may be extended:
- (A) to such longer period as may be agreed by the Parties after the Dispute has been referred to the Adjudicator; and
 - (B) by the Adjudicator by up to fourteen (14) days with the consent of the Referring Party.
- 5.8.3 Any decision of the Adjudicator shall be in writing. The Adjudicator shall provide written reasons for his decision.
- 5.8.4 Any decision of the Adjudicator shall be binding unless and until the Dispute is finally determined by the court pursuant to Paragraph 5.10.1 or by written agreement.
- 5.8.5 Either Party may apply to the appropriate court for enforcement of the Adjudicator's decision. Neither any form of enforcement of the Adjudicator's decision nor any form of challenge to the enforcement of the Adjudicator's decision nor any dispute arising out of or in connection with such enforcement or challenge shall be regarded and treated as a Dispute for the purposes of this Schedule 6.3.

5.9 Costs

- 5.9.1 Each Party shall bear its own costs. The Adjudicator may not decide the Parties' legal and other costs arising out of or in connection with the Adjudication unless the Parties otherwise agree.
- 5.9.2 Unless the Adjudicator resigns before sending the Parties his decision, he shall be entitled to charge the Parties his fees and expenses for the Adjudication.

- 5.9.3 The Parties shall be jointly and severally responsible for the Adjudicator's fees and expenses including the fees and expenses of any legal or technical adviser instructed by him under Paragraph 5.7.3.
- 5.9.4 In the decision, the Adjudicator shall have discretion to apportion liability for the Adjudicator's fees and expenses referred to in Paragraph 5.9.3. The Parties agree to be bound by the Adjudicator's costs direction unless and until the costs direction of the Adjudicator is set aside or revised in accordance with Paragraph 5.10.2.
- 5.9.5 Notwithstanding anything to the contrary in any contract between the Parties, the Adjudicator shall have no jurisdiction to require the Party which referred the Dispute to Adjudication to pay the costs of the other Party solely by reason of having referred the Dispute to Adjudication.

5.10 **Court proceedings**

- 5.10.1 If either Party is dissatisfied with the Adjudicator's decision, then within twenty-eight (28) days of the date of the Adjudicator's decision it may give written notice to the other Party that it intends to issue court proceedings for the determination of the Dispute.
- 5.10.2 In relation to court proceedings commenced pursuant to Paragraph 5.10.1:
- (A) no Party shall be limited in the proceedings before the court to the evidence or arguments put before the Adjudicator;
 - (B) the Adjudicator shall neither be called as a witness nor required to give evidence before the court on any matter whatsoever; and
 - (C) either Party can request the court to set aside or revise a direction by the Adjudicator in respect of payment by the Parties of the costs or fees of the Adjudication (including payment of the remuneration and expenses of the Adjudicator).

5.11 **Enforcement**

Every decision of the Adjudicator shall be implemented without delay subject to final determination by the court following court proceedings for the determination of the Dispute issued in accordance with Paragraph 5.10.1. The Parties shall be entitled to such reliefs and remedies as are set out in the Adjudicator's decision, and shall be entitled to summary enforcement thereof, even if the decision is or becomes the subject of any court proceedings. No issue decided by one (1) Adjudicator may be referred to another Adjudicator for a decision, unless agreed in writing by the Parties.

5.12 **Independence**

The Adjudicator, and any legal or technical adviser instructed by him under Paragraph 5.7.3 are and shall remain independent of the Parties, neutral and impartial, and do not and shall not act as advisers to the Parties.

5.13 **Confidentiality**

Each Adjudication shall be private and confidential. The Parties, the Adjudicator (and any expert and/or professional adviser appointed by him under Paragraph 5.7.3) shall keep the existence of and subject matter of each Adjudication and each decision private and confidential, except to the extent that it is necessary in order to implement or enforce a decision or is required by Law.

5.14 **No Liability**

- 5.14.1 The Adjudicator (and any legal or technical adviser instructed by him under Paragraph 5.7.3) shall not be liable for anything done or omitted to be done in the discharge or purported discharge of their appointment, unless the act or omission is shown to be fraudulent or in bad faith. However, nothing in this forgoing exclusion shall relieve the Adjudicator (and any legal or technical adviser instructed by him

under Paragraph 5.7.3) of their duty to provide their decision in accordance with the agreed timetable.

- 5.14.2 No Party shall, save in the case of bad faith on the part of the Adjudicator, make any application to court whatsoever in relation to the conduct of the Adjudication or the decision of the Adjudicator until such time as the Adjudicator has made his decision, or refused to make a decision.

6. URGENT RELIEF

- 6.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

6.1.1 for interim or interlocutory remedies in relation to this Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or

6.1.2 where compliance with Paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

7. MULTI-PARTY DISPUTES

- 7.1 Any Dispute which involves:

7.1.1 the Parties; and

7.1.2 one (1) or more parties to another contract with TfL or the Supplier which is relevant to this Agreement or a Sub-contract (a "**Related Third Party**"),

(a "**Multi-Party Dispute**"), shall be resolved in accordance with the procedure set out in this Paragraph (the "**Multi-Party Dispute Resolution Procedure**").

- 7.2 If at any time following the issue of a Dispute Notice but before the Dispute has been referred to Adjudication in accordance with Paragraph 5 or to litigation in accordance with Clause 45 (*Governing Law and Jurisdiction*), TfL reasonably considers that the matters giving rise to the Dispute involve one (1) or more Related Third Parties, then TfL shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out TfL's determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure (such notice being a "**Multi-Party Procedure Initiation Notice**").

- 7.3 If following the issue of a Dispute Notice but before the Dispute has been referred to Adjudication in accordance with Paragraph 5 or to litigation in accordance with Clause 45 (*Governing Law and Jurisdiction*), the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one (1) or more Related Third Parties, the Supplier may serve a Supplier Request on TfL.

- 7.4 TfL shall (acting reasonably) consider each Supplier Request and shall determine within five (5) Working Days whether the Dispute is:

7.4.1 a Multi-Party Dispute, in which case TfL shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or

7.4.2 not a Multi-Party Dispute, in which case TfL shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with Paragraphs 2 to 6.

- 7.5 If TfL has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.

- 7.6 Following service of a Multi-Party Procedure Initiation Notice, a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the "**Multi-Party Dispute Resolution Board**") comprising at least one (1) representative from each of the following participants to the Multi-Party Dispute, each of whom shall be authorised to finalise any agreement to settle the Multi-Party Dispute:

- 7.6.1 TfL;
- 7.6.2 the Supplier; and
- 7.6.3 each Related Third Party involved in the Multi-Party Dispute,
- together with any other representatives of the Supplier or any relevant Related Third Party whom TfL considers necessary (together "**Multi-Party Dispute Representatives**").
- 7.7 The Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:
- 7.7.1 TfL and the Supplier shall procure that their Multi-Party Dispute Representatives attend, and shall use reasonable endeavours to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;
- 7.7.2 meetings of the Multi-Party Dispute Resolution Board shall be chaired by TfL's representative;
- 7.7.3 the Multi-Party Dispute Resolution Board shall first meet within ten (10) Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as TfL, the Supplier and the Related Third Parties shall seek to agree within five (5) Working Days of service of the relevant Multi-Party Procedure Initiation Notice. If TfL, the Supplier and the Related Third Parties do not reach agreement on the time and place to meet within five (5) Working Days of service of the relevant Multi-Party Procedure Initiation Notice, they shall meet at the time and place specified by TfL, provided such place is at a neutral location within England and that the meeting is to take place between 9.00 am and 5.00 pm on a Working Day; and
- 7.7.4 in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations of TfL, the Supplier and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.
- 7.8 Subject to Paragraph 2.5, if a Multi-Party Dispute is not resolved between TfL, the Supplier and all Related Third Parties within twenty-five (25) Working Days of the issue of the Multi-Party Procedure Initiation Notice, then TfL or the Supplier:
- 7.8.1 may serve a Mediation Notice in respect of the Multi-Party Dispute in which case Paragraph 4 shall apply; and/or
- 7.8.2 may request that the Multi-Party Dispute is referred to an Adjudicator in which case Paragraph 5 shall apply; and/or
- 7.8.3 may refer the Multi-Party Dispute to the courts for resolution in accordance with Clause 45 (*Governing Law and Jurisdiction*).
- 7.9 If a Multi-Party Dispute is referred to mediation or Adjudication pursuant to Paragraph 7.8, TfL and the Supplier shall each use reasonable endeavours to procure that all relevant Related Third Parties give their written consent to participate in (and in the case of Adjudication, be bound by) the Adjudication or mediation.
- 7.10 To the extent that one (1) or more Related Third Parties consent to participate in (and in the case of Adjudication agree to be bound by) the Adjudication or mediation:
- 7.10.1 references in this Schedule 6.3 to "Parties" or "Party" shall in such circumstances include the relevant Related Third Parties (and reference to "either Party", "both Parties" or "the other Party" shall be constructed accordingly); and
- 7.10.2 in respect of an Adjudication, the Adjudicator shall decide the Dispute under all relevant contracts in accordance with the provisions of this Schedule 6.3.



TRANSPORT FOR LONDON
and
VODAFONE LIMITED

Agreement for the provision of
Mobile Services Lot 1
Schedule 7
Exit Management

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1. INTRODUCTION

1.1 The objectives of this Schedule 7 are to:

- 1.1.1 set out the Supplier's obligations to support TfL in the re-procurement of all or part of the Services;
- 1.1.2 set out the strategy, services, activities, and processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Replacement Supplier; and
- 1.1.3 require the Supplier to support an orderly, controlled handover of responsibility for the provision of the Services from the Supplier to the Replacement Supplier, with the minimum of disruption and so as to prevent or mitigate any inconvenience to TfL by means of the implementation of the Exit Plan,

(each such objective being a "TfL Objective").

1.2 This Schedule 7 sets out:

- 1.2.1 the Supplier's obligations throughout the Term to provide the Exit Information in accordance with Paragraph 2;
- 1.2.2 the Supplier's obligations to assist TfL in connection with the re-procurement of some or all of the Services in accordance with Paragraph 3; and
- 1.2.3 the Supplier's obligations to prepare and maintain an Exit Plan in accordance with Paragraph 4.

2. EXIT INFORMATION

2.1 The Supplier shall provide the Exit Information to TfL within ten (10) Working Days of a written request from TfL:

- 2.1.1 during the Initial Term or any Extension Period provided that TfL may not make any such request under this Paragraph 2.1.1 within twelve (12) months after an earlier request for such information during this period;
- 2.1.2 within the twelve (12) month period prior to the expiry of the Initial Term or any Extension Period;
- 2.1.3 following a Termination Notice; and/or
- 2.1.4 as required during the Exit Period for the purpose of the re-procurement and/or migration of the Services.

2.2 The Supplier shall ensure that the Exit Information is complete and accurate in all material respects.

3. ASSISTANCE ON RE-TENDERING OF SERVICES

3.1 The Supplier acknowledges and agrees that TfL may provide the Exit Information to a potential Replacement Supplier.

3.2 The Supplier shall co-operate as reasonably requested by TfL in respect of any re-tendering exercise, including by:

- 3.2.1 participating in meetings and/or other sessions (whether physically or remotely) with TfL and/or actual or potential Replacement Suppliers for the purpose of answering questions from those actual or potential Replacement Suppliers in respect of such tendering exercise; and
- 3.2.2 reviewing any transition plan submitted by actual or potential Replacement Suppliers in order to identify any necessary changes which shall be made to the Supplier's Exit Plan in order to de-risk transition to the Replacement Services.

4. **EXIT PLAN**

4.1 The Supplier shall submit a draft Exit Plan to TfL for written approval no later than three (3) months after the Effective Date with an updated version to be submitted to TfL for written approval:

4.1.1 as soon as reasonably practicable following any material Variation;

4.1.2 upon TfL request within the twelve (12) month period prior to the expiry of the Initial Term or Extension Period (as applicable) or following a Termination Notice,

and the Supplier shall work with TfL to finalise the Exit Plan (or updated Exit Plan), taking full account of TfL's comments on drafts submitted by the Supplier.

4.2 The Exit Plan shall, in relation to all aspects of the handover of the Services to one (1) or more Replacement Supplier(s), include details of the following as a minimum:

4.2.1 the rationale considered and any assumptions made in developing the Exit Plan;

4.2.2 a complete breakdown of all tasks and workstreams for Exit Assistance;

4.2.3 the processes for managing the Exit Assistance; and

4.2.4 timeframes for the transfer of the provision of the Services from the Supplier to one (1) or more Replacement Supplier(s) and transfer of Data to, or access to Data by, TfL and/or the Replacement Supplier.

5. **EXIT PHASES AND PERIODS**

Partial Termination

5.1 The Supplier acknowledges that there may be separate exits in respect of one (1) or more part(s) of the Services which may require: (i) separate Termination Notices in respect of each such part of the Services; and/or (ii) the transition of the relevant part of the Services to Replacement Suppliers at different End Dates.

Exit Periods

5.2 An exit period ("**Exit Period**") shall commence upon the earlier of:

5.2.1 the service of a Termination Notice by either Party; or

5.2.2 upon written request by TfL within the last twelve (12) months of the Initial Term or Extension Period.

5.3 Subject to Paragraph 5.4, each Exit Period shall end, unless otherwise confirmed in writing by TfL, when TfL confirms in writing to the Supplier that the Supplier has complied with its obligations in this Schedule 7 and the Exit Plan.

5.4 No Exit Period shall exceed the period of eighteen (18) months after the commencement of the Exit Period.

6. **EXIT ASSISTANCE**

6.1 Throughout each Exit Period, the Supplier shall:

6.1.1 continue to provide the Services as applicable (to the extent that they have not been transitioned to a Replacement Supplier) in accordance with this Agreement;

6.1.2 in relation to a partial termination, continue to provide the other Services to which the Termination Notice does not apply (to the extent that they have not been transitioned to a Replacement Supplier) in accordance with this Agreement;

6.1.3 without prejudice to the requirements of the Exit Plan, provide such assistance to TfL or a Replacement Supplier as is reasonably requested by TfL in relation to the transition of the Services to a Replacement Supplier (including assistance with the transition of eSIMs (if applicable) and the porting of TfL user numbers to a Replacement Supplier);

- 6.1.4 comply with all of its obligations contained in the relevant Exit Plan and this Schedule 7;
 - 6.1.5 minimise disruption, inconvenience and any risk to the Services;
 - 6.1.6 provide TfL and, as requested by TfL, any Replacement Supplier with information on all Data held by or on behalf of the Supplier in connection with the relevant Services and provide TfL and the Replacement Supplier with details of their use and the relationship between them; and
 - 6.1.7 proactively identify issues that may arise during the transfer of the relevant Services to the Replacement Supplier and propose solutions to those issues.
- 6.2 On the End Date and (to the extent that this does not adversely affect the Supplier's performance of any Services and its compliance with the Laws or other provisions of this Agreement) to the maximum extent possible during each Exit Period prior to such date, the Supplier shall:
- 6.2.1 cease to use Data;
 - 6.2.2 provide TfL and/or the Replacement Supplier (as directed by TfL) with a complete and uncorrupted version of the Data in electronic form (or such other format as reasonably required by TfL);
 - 6.2.3 erase or render permanently inaccessible from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Exit Period all Data and promptly certify in writing to TfL that it has completed such deletion;
 - 6.2.4 provide to TfL all Service Deliverables and any material in relation to which the Parties have agreed that TfL will own the Intellectual Property Rights pursuant to a Variation; and
 - 6.2.5 vacate any TfL Sites.
- 6.3 On the End Date and (to the extent that this does not adversely affect the Supplier's performance of any Services and its compliance with the other provisions of this Schedule 7) to the maximum extent possible during each Exit Period prior to such date, the Supplier shall return to TfL (or if requested by TfL in writing, destroy or delete) all Confidential Information of TfL and shall certify that it does not retain TfL's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Supplier for the purposes of providing any Services or for statutory compliance purposes.

7. **EXIT MANAGEMENT GOVERNANCE**

- 7.1 The Exit Assistance activities shall be reviewed by the Commercial Review Meeting and Service Review Meeting under Schedule 6.1 (*Governance*).
- 7.2 The Supplier shall provide TfL with a written report on the progress of the Exit Assistance activities in advance of each such meeting.

8. **CHARGES**

- 8.1 The Supplier shall not be entitled to charge TfL any additional sums in connection with the performance of its obligations under this Schedule 7 (including the Exit Plan) except that:
 - 8.1.1 TfL shall continue to pay the Charges for the Services; and
 - 8.1.2 the Supplier shall be entitled to charge for time reasonably incurred for assistance in relation to the transition of eSIMs (if applicable), such time to be charged in accordance with the Rate Card.



TRANSPORT FOR LONDON
and
VODAFONE LIMITED

Agreement for the provision of
Mobile Services Lot 1
Schedule 8
Key Personnel

Transport for London
14 Pier Walk
London
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2. KEY ROLES 3

1. INTRODUCTION

- 1.1 This Schedule 8 sets out a description of the Key Roles, together with the names, responsibilities and authorities of the Key Personnel and the period(s) in the Term for which each Key Person is required in accordance with Clause 13.3. (*Key Personnel*).
- 1.2 The Supplier shall ensure that the Key Personnel fulfil the Key Roles in accordance with Clause 13.3 (*Key Personnel*). For the avoidance of doubt, an individual may be appointed to one (1) or more Key Roles.
- 1.3 The Supplier shall update this Schedule 8 in accordance with Clause 13.4 (*Key Personnel*).

2. KEY ROLES

The Key Roles are set out below:

Key Role	Name of Key Personnel	Responsibility/Authorities	Phase of this Agreement during which they will be Key Personnel (e.g. Transition phase)
Mobile Transition Manager	TBC*	Provides a single point of contact for the duration of the implementation of the and will follow the standard process. They will work with you to ensure your connections are configured as required	Transition phase
Project Manager	TBC*	Overall responsibility for all aspects of the project scope	Transition phase
Account Manager	Jayne Duerden	Dedicated to TfL with overall responsibility for the relationship	Transition/Run phase
Service Manager	TBC*	The service level management of the Services. Monthly performance reporting and review meetings. Continual service improvement.	Run phase
Offsite Advisor	TBC*	Point of contact (8am to 6pm Monday to Friday), providing support on orders, incidents, invoicing, usage and cost management reporting and all aspects of the service.	Run phase
Contract Manager	TBC*	Commercial and Contract Management	Run phase

* Within thirty (30) days of the Effective Date, the Supplier shall provide the names of all Key Personnel.



TRANSPORT FOR LONDON
and
VODAFONE LIMITED

Agreement for the provision of
Mobile Services Lot 1
Schedule 9
Privacy

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14 Pier Walk
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1. INTRODUCTION

This Schedule sets out the privacy and data protection obligations that the Supplier shall comply with pursuant to Clause 20 (*Privacy and Data Protection*).

2. PRIVACY AND DATA PROTECTION

2.1 With respect to the Parties' rights and obligations under this Agreement and subject to Paragraph 2.8, the Parties acknowledge that TfL is a Data Controller and that the Supplier is a Data Processor to the extent the Supplier receives Personal Data from TfL in connection with its provision of the Services and Processes that Personal Data. Annex 1 (*Details of Processing Personal Data*) to this Schedule sets out certain information regarding the Supplier's Processing of Personal Data as a Data Processor as required by the Data Protection Legislation. TfL may make amendments to Annex 1 (*Details of Processing Personal Data*) in accordance with the Variation Procedure.

2.2 In relation to Personal Data which is Processed by the Supplier as a Data Processor on behalf of TfL, the Supplier shall:

- (a) Process the Personal Data only in accordance with written instructions from TfL to the extent necessary to perform its obligations under this Agreement and shall not use the Personal Data (in whole or in part) for any other purpose, including copying or referring to the Personal Data in training materials, training courses, discussions or negotiations or contractual arrangements with third parties, or proposals or tenders with TfL (or otherwise), without the prior written consent of TfL;
- (b) notify TfL immediately if it determines or is notified that an instruction to Process Personal Data issued to it by TfL is incompatible with any obligations under Data Protection Legislation, in which case any changes required to TfL's instructions shall be dealt with in accordance with the Variation Procedure;
- (c) without prejudice to any cyber security and/or payment card industry data security standard obligations in this Agreement, ensure that at all times it has in place appropriate technical and organisational security measures which are appropriate to the nature and risk of the Processing of Personal Data to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data, including the measures as are set out in Clause 17 (*TfL Data and Security Requirements*) and all measures pursuant to Article 32(1) General Data Protection Regulation and shall ensure its Sub-contractors do the same, in accordance with Clause 14.4 (*Appointment of Sub-contractors*);
- (d) fully cooperate with the reasonable instructions of TfL in relation to the security of Personal Data and to the extent that such instructions require a change to the measures set out in Clause 17 (*TfL Data and Security Requirements*), such change shall be dealt with in accordance with the Variation Procedure and if the Supplier considers that such change will result in security measures that do not comply with the Data Protection Legislation, the Supplier shall inform TfL immediately and any further change required in respect of the security measures shall be dealt with in accordance with the Variation Procedure;
- (e) without prejudice to Paragraph 2.2(c) wherever the Supplier uses any mobile or portable Device for the transmission or storage of Personal Data, ensure that each such Device encrypts Personal Data;
- (f) not disclose or transfer the Personal Data to any third party or Supplier Personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of TfL (save where such disclosure or transfer is specifically authorised under this Agreement);
- (g) take all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel and any relevant Sub-contractor:
 - (i) are aware of and comply with the Supplier's duties under this Paragraph 2 and Clauses 18 (*Confidentiality*) and 17 (*TfL Data and Security Requirements*);

- (ii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by TfL or as otherwise permitted by this Agreement;
 - (iii) have undergone adequate training in the use, care, protection and handling of Personal Data (as defined in Data Protection Legislation), understand such obligations and comply with them and ensure that such training is updated at reasonable intervals; and
 - (iv) are only authorised where it is necessary for the performance of their job function in relation to the services provided by the Supplier to TfL;
- (h) notify TfL without undue delay and in any event within two (2) Working Days if it, or any Sub-contractor, receives:
- (i) from a Data Subject (or third party on their behalf):
 - (A) a Subject Access Request (or purported Subject Access Request);
 - (B) a request to rectify, block or erase any Personal Data; or
 - (C) any other request, complaint or communication relating to TfL's obligations under Data Protection Legislation;
 - (ii) any communication from the Information Commissioner, the European Data Protection Board, or any other regulatory authority in connection with Personal Data; or
 - (iii) a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- (i) provide TfL with full co-operation and assistance (within the timescales reasonably required by TfL) in relation to any complaint, communication or request made as referred to in Paragraph 2.2(h) and any request or communication with any Supervisory Authority in relation to Personal Data, including by promptly providing:
- (i) TfL with full details and copies of the complaint, communication or request;
 - (ii) where applicable, such assistance as is reasonably requested by TfL to enable TfL to comply with the Subject Access Request within the relevant timescales set out in Data Protection Legislation;
 - (iii) TfL, on request by TfL, with a copy of or information about any Personal Data it holds in relation to a Data Subject and the Supplier shall supply such information or Personal Data to TfL within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Working Days from the date of the request; and
 - (iv) where applicable, such assistance as is reasonably required by TfL to enable TfL to comply with a request from a Data Subject to:
 - (A) rectify, block or erase any Personal Data; and/or
 - (B) inform Third Parties of the need to erase any links to, or copies of, Personal Data in accordance with the requirements of Data Protection Legislation and the Supplier shall supply such assistance to TfL within such time and in such manner as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Working Days from the date of the request;
- (j) notify TfL without undue delay and in any event within twenty-four (24) hours by written notice with all relevant details reasonably available of any actual or suspected Personal Data breach, breach of security and/or of this Agreement and/or this Paragraph 2 in relation to Personal Data including unauthorised or unlawful access or Processing of, or accidental loss, destruction or damage of any Personal Data, and:

- (i) keep TfL properly and regularly informed consequently until the breach has been resolved to the satisfaction of TfL; and
 - (ii) provide TfL with all reasonable assistance in meeting its obligations under the Data Protection Legislation with respect to the notification of Personal Data breaches;
 - (k) as and when required by, and in accordance with the requirements of Data Protection Legislation, appoint a designated data protection officer within the Supplier's organisation;
 - (l) if requested by TfL, provide a written description of the measures that it has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Paragraph 2 and provide to TfL copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy audit carried out at the request of the Supplier itself or TfL;
 - (m) where requested to do so by TfL, and where Processing operations of Personal Data present specific risks to privacy, carry out a Privacy Impact Assessment or assist TfL in relation to its obligations with respect to Privacy Impact Assessments, in accordance with guidance issued from time to time by the Information Commissioner or the European Data Protection Board or statutory requirements and make the results of such an assessment available to TfL;
 - (n) maintain, and make available to TfL on its request, documentation, central register or inventory which describes the Processing operations for which it is responsible and specifies: the purposes for which Personal Data is Processed including the legitimate interests pursued by TfL where Processing is based on this lawful basis; the categories of Personal Data and Data Subjects involved; the source(s) of the Personal Data; the recipients of the Personal Data; the location(s) of any overseas Processing of those Personal Data; retention periods for different types of Personal Data; and where possible, a general description of the security measures in place to protect the Personal Data;
 - (o) co-operate as TfL requires with any investigation or audit in relation to the Processing of Personal Data including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to this Agreement, in relation to Data Protection Legislation or in relation to any actual or suspected breach), whether by TfL (or on its behalf), by any central or local government audit authority, the Information Commissioner, the European Data Protection Board, the police or otherwise and shall do so both during this Agreement and after its termination or expiry (for so long as the Party concerned retains and/or otherwise Processes Personal Data); and
 - (p) comply with the following TfL information governance policies: (i) the Information Access Policy; (ii) Schedule 12 (*Record Retention*); (iii) the Information Security Policy; and (iv) the Privacy and Data Protection Policy.
- 2.3 Where the Supplier acts as a Data Processor on behalf of TfL, the Supplier shall not, and shall procure that any Sub-contractor shall not, Process or otherwise transfer any Personal Data in or to any Restricted Countries without prior written consent from TfL (which consent may be subject to additional conditions imposed by TfL). If, after the Effective Date, the Supplier or any Sub-contractor wishes to Process and/or transfer any Personal Data in or to any Restricted Countries, the following provisions shall apply:
- (a) the Supplier shall submit a Supplier Proposed Variation to TfL which, if TfL agrees to such Supplier Proposed Variation, shall be dealt with in accordance with the Variation Procedure and Paragraphs 2.3(b) to 2.3(d);
 - (b) the Supplier shall set out in the relevant Supplier Proposal details of the following:
 - (i) the Personal Data which will be transferred to and/or Processed in any Restricted Countries;

- (ii) the Restricted Countries which the Personal Data will be transferred to and/or Processed in;
 - (iii) any Sub-contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries; and
 - (iv) how the Supplier shall ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure TfL's compliance with Data Protection Legislation;
 - (c) in providing and evaluating the Supplier Proposed Variation and Privacy Impact Assessment, the Parties shall ensure that they have regard to and comply with then-current TfL, Central Government Bodies, Information Commissioner Office and European Data Protection Board policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and
 - (d) the Supplier shall comply with such other instructions and shall carry out such other actions as TfL may notify in writing, including:
 - (i) incorporating standard and/or model clauses (which are approved by the Information Commissioner's Office as offering adequate safeguards under the Data Protection Legislation) into this Agreement or a separate data Processing agreement between the Parties or implementing any other measure specified by TfL to ensure that the transfer to and/or Processing in any Restricted Countries enables TfL to meet its obligations under the Data Protection Legislation in respect of such transfer and/or Processing; and
 - (ii) procuring that any Sub-contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:
 - (A) a direct data Processing agreement with TfL on such terms as may be required by TfL; or
 - (B) a data Processing agreement with the Supplier on terms which are equivalent to those agreed between TfL and the Supplier relating to the relevant Personal Data transfer,
 and in each case which the Supplier acknowledges may include the incorporation of model contract provisions (which are approved by the Information Commissioner's Office as offering adequate safeguards under the Data Protection Legislation) and technical and organisation measures which TfL deems necessary for the purpose of protecting Personal Data.
- 2.4 Where the Supplier acts as a Data Processor on behalf of TfL, the Parties acknowledge that, with respect to Processing or transfers of Personal Data which are expressly set out in the Supplier Solution, the Supplier does not require the prior written consent of TfL, nor does the Supplier need to submit a Supplier Proposed Variation as set out in Paragraphs 2.3(a) to 2.3(c) and may transfer Personal Data to a Restricted Country subject to complying with the obligations set out in Paragraph 2.3(d).
- 2.5 Where the Supplier acts as a Data Processor on behalf of TfL, the Supplier shall use its reasonable endeavours to assist TfL to comply with any obligations under Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause TfL to breach any of TfL's obligations under Data Protection Legislation to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.
- 2.6 Where the Supplier acts as a Data Processor on behalf of TfL, TfL remains solely responsible for determining the purposes and manner in which Personal Data are to be Processed. Subject always to Clause 14.4 (*Terms of Key Sub-contracts*), the Supplier shall not share any Personal Data with any Sub-contractor or third party without prior written consent from TfL (in this Agreement or otherwise) and unless there is a written contract in place with the Supplier (a copy of which shall be submitted in advance to TfL for approval) which requires the Sub-contractor or third party:

- (a) only to Process Data and Personal Data in accordance with TfL's written instructions to the Supplier; and
- (b) to comply with the same obligations with which the Supplier is required to comply with under this Paragraph 2,

provided always that no Sub-contractor may assign or sub-contract their rights or obligations under such (Sub-)contract and/or may not Process or permit the Processing of Personal Data inside any Restricted Countries without the explicit prior written consent of TfL. The Supplier remain liable for the acts and omissions of its Sub-contractors in relation to its processing obligations to the same extent that the Supplier would be liable if it was performing the services of each Sub-contractors directly under the terms of this Agreement.

2.7 Where the Supplier acts as a Data Processor on behalf of TfL, the Supplier shall not process Personal Data following termination or expiry of this Agreement, save as permitted by this Paragraph 2. Following termination or expiry of this Agreement, howsoever arising, the Supplier:

- (a) may Process Personal Data only for so long and to the extent as is necessary properly to comply with its non-contractual obligations arising under Law;
- (b) subject to Paragraph 2.7(a) ,shall not retain any copy, abstract, précis or summary of any Personal Data and will:
 - (i) on the instructions of TfL, either securely destroy, or securely and promptly return, to TfL (in such usable format as and to the extent TfL may require) the Personal Data accordingly; or
 - (ii) in the absence of instructions from TfL, after twelve (12) months from the expiry or termination of this Agreement, securely destroy the Personal Data, and confirm to TfL that such destruction or other action required by TfL has taken place.

2.8 With respect to Personal Data provided by TfL to the Supplier for which the Supplier acts as a Data Controller but the Parties do not act as Joint Controllers, the Supplier shall:

- (a) comply with Data Protection Legislation in respect of its Processing of such Personal Data as Data Controller; and
- (b) not do anything to cause TfL to be in breach of Data Protection Legislation.

ANNEX 1**DETAILS OF PROCESSING PERSONAL DATA****1. INTRODUCTION**

The purpose of this Annex is to set out a description of the processing of Personal Data pursuant to this Agreement as required by Article 28(3) of the UK GDPR.

2. SUBJECT MATTER AND DURATION OF THE PROCESSING OF PERSONAL DATA

The subject matter and duration of the processing of the Personal Data are set out in Schedule 9 to this Agreement.

3. THE NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA

The nature and purpose of the processing of the Personal Data are set out in the terms and conditions of this Agreement and concern the delivery and provision of the corporate mobile services under this Agreement by the Supplier.

4. THE CATEGORIES OF DATA SUBJECT TO WHOM THE PERSONAL DATA RELATES

The categories of Data Subject may include some or all of the following:

TfL Personnel

5. THE TYPES OF PERSONAL DATA TO BE PROCESSED

The Personal Data Processed may include some or all of the following:

Name
employee number
metrics about use of mobile services
contact details including postal address

6. SPECIAL CATEGORIES OF PERSONAL DATA TO BE PROCESSED

Special Categories of Personal Data Processed may include some or all of the following:

N/A

7. THE OBLIGATIONS AND RIGHTS OF TFL

The obligations and rights of TfL are set out in the terms and conditions of this Agreement.



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1. INTRODUCTION

The purpose of this Schedule 10 is to:

- 1.1.1 set out the Supplier's obligations in relation to maintaining adequate insurance in order to mitigate risks arising under this Agreement; and
 - 1.1.2 require the Supplier to satisfy TfL on an ongoing basis that it is maintaining adequate insurance in accordance with the requirements of this Schedule 10,
- (each such objective being a "**TfL Objective**").

2. OBLIGATION TO MAINTAIN INSURANCES

- 2.1 Without prejudice to its obligations to TfL under this Agreement, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule 10 take out and maintain, or procure the taking out and maintenance of, the insurances set out in Annex 1 (*Required Insurances*) and any other insurances as may be required by Applicable Law (together the "**Insurances**").
- 2.2 The Insurances shall be maintained for the durations specified in this Schedule 10 in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent supplier in respect of risks insured in the international insurance market from time to time.
- 2.3 The Insurances shall be taken out and maintained with insurers who are:
 - 2.3.1 of good financial standing;
 - 2.3.2 appropriately regulated; and
 - 2.3.3 except in the case of any Insurances provided by a member of the Supplier Group, of good repute in the international insurance market.
- 2.4 If any Insurances are provided by a member of the Supplier Group, the Supplier shall provide to TfL on the Effective Date (or inception of the relevant Insurances if later) and thereafter within ten (10) Working Days of written request from TfL evidence of good financial standing of the relevant member of the Supplier Group in a form satisfactory to TfL. If TfL is not satisfied that such evidence demonstrates the financial standing of the relevant member of the Supplier Group to provide such Insurance, TfL shall be entitled to require the Supplier to obtain such Insurance on commercial terms from an insurer of good repute in the international insurance market.
- 2.5 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which TfL shall be indemnified in respect of claims made against TfL in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

3. GENERAL OBLIGATIONS

Without limiting the other provisions of this Agreement, the Supplier shall:

- 3.1.1 take or procure the taking of all reasonable risk management and risk control measures as it would be reasonable to expect of a prudent supplier acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- 3.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
- 3.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

4. FAILURE TO INSURE

- 4.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances or to cancel, rescind or suspend any of the Insurances.
- 4.2 If the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, TfL may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and TfL shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

5. EVIDENCE OF INSURANCES

The Supplier shall upon the Effective Date and within fourteen (14) days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to TfL, that the Insurances are in force and effect and meet in full the requirements of this Schedule 10. Receipt of such evidence by TfL shall not in itself constitute acceptance by TfL or relieve the Supplier of any of its liabilities and obligations under this Agreement.

6. AGGREGATE LIMIT OF INDEMNITY

- 6.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":
- 6.1.1 if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to TfL its proposed solution for maintaining the minimum limit of indemnity specified; and
- 6.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Supplier shall:
- (A) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or
- (B) if the Supplier is or has reason to believe that it shall be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to TfL full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

7. CANCELLATION

- 7.1 Subject to Paragraph 7.2, the Supplier shall notify TfL in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 7.2 Without prejudice to the Supplier's obligations under Paragraph 5, Paragraph 7.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule 10.

8. INSURANCE CLAIMS

- 8.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Agreement for which it may be entitled to claim under any of the Insurances. In the event that TfL receives a claim relating to or arising out of the Services and/or this Agreement, the Supplier shall co-operate with TfL and assist TfL in dealing with

such claims at the Supplier's own expense including without limitation providing information and documentation in a timely manner.

- 8.2 Except where TfL is the claimant party, the Supplier shall give TfL notice within twenty (20) Working Days after any insurance claim in excess of fifty thousand pounds sterling (£50,000) relating to or arising out of the provision of the Services or this Agreement on any of the Insurances and (if required by TfL) full details of the incident giving rise to the claim.
- 8.3 If any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 8.4 If any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from TfL any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise.

ANNEX 1
REQUIRED INSURANCES
PART A

THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1. INSURED

The Supplier (**the "Insured"**).

2. INTEREST

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person;
and

2.1.2 loss of or damage to property,

happening during the period of insurance (as specified in Paragraph 5 of this Part A) and arising out of or in connection with the provision of the Services and in connection with this Agreement.

3. LIMIT OF INDEMNITY

Not less than ten million pounds sterling (£10,000,000) per incident.

4. TERRITORIAL LIMITS

None.

5. PERIOD OF INSURANCE

From the Effective Date throughout the Term.

6. COVER FEATURES AND EXTENSIONS

6.1 Indemnity to principals clause.

6.2 Financial loss extension.

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8. **MAXIMUM DEDUCTIBLE THRESHOLD**

Not to exceed one hundred thousand pounds sterling (£100,000) for each and every third party property damage claim (personal injury claims to be paid in full).

PART B**PROFESSIONAL INDEMNITY INSURANCE****1. INSURED**

The Supplier (the "Insured").

2. INTEREST

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in Paragraph 5 of this Part B) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3. LIMIT OF INDEMNITY

Not less than ten million pounds sterling (£10,000,000) in respect of any one (1) claim and in the aggregate per annum, for the duration of this Agreement and for six (6) years after the expiry or termination of this Agreement exclusive of defence costs which are payable in addition.

4. TERRITORIAL LIMITS

None.

5. PERIOD OF INSURANCE

From the Effective Date throughout the Term and for a period of six (6) years thereafter.

6. COVER FEATURES AND EXTENSIONS

Retroactive cover to apply to any claims made policy wording in respect of this Agreement or retroactive date to be no later than the Effective Date.

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

8. MAXIMUM DEDUCTIBLE THRESHOLD

Not to exceed five hundred thousand pounds sterling (£500,000) for each and every claim.

PART C

UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under Applicable Law in full, including, UK employer's liability insurance with an indemnity limit of not less than five million pounds sterling (£5,000,000) per incident, or more as prescribed as the minimum statutory amount required, and motor third party liability insurance.

PART D**PROPERTY DAMAGE INSURANCE****1. INSURED**

The Supplier (the "**Insured**").

2. INTEREST

All real and personal property owned by the Insured or for which the Insured is responsible or for which the Insured deems itself responsible or which the Insured has agreed to insure against all risks of physical loss, destruction or damage whether total or partial caused by fire, storm, tempest, flood, earthquake, subsidence, heave, landslip, lightning, explosion, terrorism, impact, aircraft and other aerial devices and articles dropped therefrom, riot, civil commotion, malicious damage, bursting or overflowing of water tanks apparatus or conduits, theft, accidental damage and such other risks as are customarily insured under a property damage "all risks" policy.

3. LIMIT OF INDEMNITY

The full reinstatement value of the property.

4. TERRITORIAL LIMITS

None.

5. PERIOD OF INSURANCE

From the Effective Date throughout the Term.

6. COVER FEATURES AND EXTENSIONS

6.1 TfL's interest shall be noted on the policy.

7. PRINCIPAL EXCLUSIONS

7.1 War.

7.2 Motor vehicles licensed for road use whilst being used within the provision of the Road Traffic Acts.

7.3 Inherent vice, latent defect, wear and tear, defective materials, rust, faulty or defective design, vermin.

7.4 Pollution or contamination unless by a defined peril.

7.5 Changes in water table.

7.6 Pressure waves caused by aircraft aerial devices travelling at sonic or supersonic speed.

7.7 Normal settlement.

8. MAXIMUM DEDUCTIBLE THRESHOLD

Not to exceed one hundred thousand pounds sterling (£100,000) for each and every claim.



TRANSPORT FOR LONDON
and
VODAFONE LIMITED

Agreement for the provision of
Mobile Services Lot 1
Schedule 11
Access Agreement

Transport for London
14 Pier Walk
London
SE10 0ES

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[GLA Entity]
and
VODAFONE LIMITED

**Agreement for the provision of
Mobile Services Lot 1**

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THIS AGREEMENT is made on _____

BETWEEN:

- (1) **[GLA Entity]** of [●] ("**Customer**"); and
- (2) **VODAFONE LIMITED**, a company registered in England and Wales under company number 01471587 whose registered office is at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN (the "**Supplier**"),

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

INTRODUCTION

- (A) TfL is a functional body of the Greater London Authority and manages transport services across London.
- (B) On 3 October 2022 TfL advertised in the 'Find a Tender' service, inviting prospective suppliers to submit proposals for the Services.
- (C) The Supplier is a leading provider of mobile services and has experience in providing services that are equivalent to the Services.
- (D) On the basis of the Supplier's response to the advertisement and a subsequent tender process, TfL selected the Supplier to provide the Services.
- (E) TfL and the Supplier entered into an agreement for the provision of mobile services on _____ ("**TfL Services Contract**"). The TfL Services Contract provides the right for specified GLA entities to enter into a direct agreement with Supplier and this Agreement is entered into pursuant to those provisions.
- (F) The Parties have agreed to contract with each other in accordance with the terms and conditions set out below.

IT IS AGREED as follows:

SECTION A - PRELIMINARIES

1. DEFINITIONS AND INTERPRETATION

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

Paragraphs, Parts and Annexes are, unless otherwise provided, references to the paragraphs, parts and annexes of the Schedule or the Part of the Schedule in which the references appear; and

- (i) references to this Agreement are references to this Agreement as amended from time to time.

1.3 If there is any conflict between the Clauses and the Schedules and/or any Annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the Clauses (excluding Clause 5.3(d) (*Services*) insofar as it relates to the Supplier Solution);
- (b) Schedules 2A (*Services*) and 2B (*Service Levels*) and their Annexes;
- (c) any other Schedules and their Annexes (other than Schedule 3.1 (*Supplier Solution*) and its Annexes); and
- (d) Clause 5.3(d) (*Services*) insofar as it relates to the Supplier Solution, Schedule 3.1 (*Supplier Solution*) and its Annexes (if any).

1.4 The Schedules and their Annexes form part of this Agreement.

2. DUE DILIGENCE

2.1 The Supplier acknowledges that:

- (a) Customer has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Agreement;
- (b) it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the information made available to it by Customer;
- (c) it has satisfied itself (whether by inspection or having raised all relevant questions with Customer before the Effective Date) of all relevant details relating to:
 - (i) the Service Requirements;
 - (ii) the nature of the services provided by the Former Supplier and the Services; and
 - (iii) the operating standards, processes and procedures and the working methods of Customer;
- (d) it has completed all due diligence it deems necessary prior to entering into this Agreement;
- (e) Customer shall not be required to Approve any Variations to this Agreement requested by the Supplier as a result of any due diligence that it conducts after the Effective Date; and
- (f) it shall not be entitled to make any claim whatsoever (including any claim for additional money) against Customer on the grounds that incorrect or insufficient information on any matter relating to the Services or this Agreement was given to it by any person, whether or not a member of the Customer Group.

2.2 The Supplier shall not be excused from the performance of any of its obligations under this Agreement on the grounds of, nor, shall the Supplier be entitled to recover any additional costs or Charges arising as a result of:

- (a) any misinterpretation of the Service Requirements or the Supplier's other obligations under this Agreement; or
- (b) any failure by the Supplier to satisfy itself as to the accuracy and adequacy of the information provided by Customer.

2.3 Notwithstanding any other terms of this Agreement, Customer does not warrant in any way the accuracy, adequacy or completeness of the information provided by Customer.

3. WARRANTIES

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

- (a) it has full capacity and authority to enter into and to perform this Agreement;
- (b) this Agreement is executed by its duly authorised representative; and
- (c) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law).

3.2 As at the Effective Date, the Supplier represents and warrants that:

- (a) it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- (b) it has full capacity and authority to enter into and to perform this Agreement;
- (c) this Agreement is executed by its duly authorised representative;
- (d) it has all necessary consents and regulatory approvals to enter into this Agreement;
- (e) there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it or any member of the Supplier Group that might affect its ability to perform its obligations under this Agreement;
- (f) its execution, delivery and performance of its obligations under this Agreement shall not constitute a breach of any Applicable Law or obligation applicable to it and shall not cause or result in a default under any agreement by which it is bound;
- (g) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law);
- (h) all written statements and representations in any written submissions made by the Supplier as part of the procurement process, its tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Agreement or to the extent that the Supplier has otherwise disclosed to Customer in writing prior to the date of this Agreement;
- (i) it has notified Customer in writing of any Occasion of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance;
- (j) it has all necessary rights in and to the Service Materials and Service Deliverables which are necessary for the performance of the Supplier's obligations under this Agreement and/or the receipt of the Services by Customer;
- (k) it is not subject to any contractual obligation, compliance with which will or is reasonably likely to have a material adverse effect on its ability to perform its obligations under this Agreement; and
- (l) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or Key Sub-contractors or for their dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's or Key Sub-contractor's assets or revenues.

3.3 The representations and warranties set out in Clause 3.2 (*Warranties*) shall be deemed to be repeated by the Supplier on the Service Commencement Date by reference to the facts then existing.

3.4 Each of the representations and warranties set out in Clauses 3.1 and 3.2 (*Warranties*) shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Agreement.

- 3.5 If at any time a Party becomes aware that a representation or warranty given by it under Clause 3.1 or 3.2 (*Warranties*) has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 3.6 For the avoidance of doubt, notwithstanding the fact that any provision within this Agreement is expressed as a warranty given by the Supplier, such provision shall be deemed to be an obligation for the purposes of any right of termination which Customer may have in respect of a breach of that provision by the Supplier.
- 3.7 Except as expressly stated in this Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by Law.

SECTION B - THE SERVICES

4. TERM

- 4.1 This Agreement shall come into force on the Effective Date. The duration of this Agreement includes:
- (a) the Initial Term (excluding if this Agreement terminates earlier pursuant to Clause 28 (*Termination Rights*), any such period after the termination date);
 - (b) if applicable pursuant to Clause 4.2 (*Term*), all Extension Periods (excluding if this Agreement terminates earlier pursuant to Clause 28 (*Termination Rights*), any such period after the termination date); and
 - (c) all Exit Periods,
- and this Agreement terminates on the Expiry Date (such period of duration being the "**Term**").
- 4.2 Customer may elect to extend the Term by one (1) or more Extension Period(s), on the same terms and conditions, provided that such Extension Period(s) may not, in aggregate, exceed two (2) years in total. Customer shall give Supplier at least three (3) months' notice of each such extension before the end of the then-current Initial Term or Extension Period (as applicable).

5. SERVICES

- 5.1 It is acknowledged and agreed that the key objectives that Customer has in procuring the Services from the Supplier are to:
- (a) transfer the provision of the services provided by the Former Supplier (to the extent applicable) to the Supplier with minimal disruption (and in any case, without unplanned disruption) to the Services or the Service Recipients and in a manner consistent with the Transition Plan;
 - (b) have in place performance, reporting and contract management processes which enable and promote an efficient and open relationship between Customer and the Supplier;
 - (c) ensure that the Services represent value for money throughout the Term;
 - (d) ensure that the Charges are calculated correctly and transparently and the Charges are appropriately adjusted to reflect performance; and
 - (e) ensure the successful transition of the provision of the Services from the Supplier to the provision of Replacement Services by one or more Replacement Suppliers with minimal disruption to the Services, the Service Recipients, Other Supplier or Third Parties and in a manner consistent with the Exit Plan,
- (which, together with the objectives identified in the Schedules as Customer Objectives, form the "**Customer Objectives**").
- 5.2 Save as described in Clause 6 (*Transition*) the Supplier shall provide the Services from (and including) the Effective Date.

5.3 The Supplier shall:

- (a) perform its obligations under this Agreement, including in relation to the supply of the Services:
 - (i) in a manner that is consistent with the Customer Objectives;
 - (ii) in accordance with the Service Requirements;
 - (iii) in a professional manner and with reasonable care and skill;
 - (iv) using appropriately experienced, trained and qualified personnel;
 - (v) in a timely, economic, efficient and reliable manner;
 - (vi) in an open and honest manner;
 - (vii) in accordance with all Applicable Law;
 - (viii) subject to Clause 5.5(b) (*Services*), in a manner that does not hinder or prevent Customer's compliance with Applicable Laws;
 - (ix) in accordance with Good Industry Practice; and
 - (x) in accordance with the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 5.3(a)(i) to 5.3(a)(ix) (*Services*);
- (b) at all times comply with the provisions set out in Schedule 2B (*Service Levels*);
- (c) deliver the Services using efficient business processes and ways of working having regard to Customer's obligation to ensure value for money; and
- (d) provide the Services in accordance with the Supplier Solution and any Variations implemented in accordance with this Agreement.

5.4 If the Supplier becomes aware of any inconsistency between the requirements of Clauses 5.3(a)(i) to 5.3(a)(ix) (*Services*), the Supplier shall immediately notify the Customer Representative in writing of such inconsistency and the Customer Representative shall, as soon as reasonably practicable, notify the Supplier which requirement the Supplier shall comply with.

5.5 Customer acknowledges and agrees that if the service requirements specified by Customer in this Agreement are inconsistent with Customer's obligations under Applicable Law, then:

- (a) if Customer wishes to amend such requirements to achieve compliance with the relevant Applicable Law, it shall do so (and pay any associated Charges) in accordance with the Variation Procedure; and
- (b) the Supplier's provision of the Services in accordance with such requirements prior to implementation of any Variation proposed by Customer pursuant to Clause 5.5(a) (*Services*) shall not (in itself) be a breach of Clause 5.3(a)(viii) (*Services*).

Supplier covenants

5.6 The Supplier shall:

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

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

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

Co-operation with Customer and other parties

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

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

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

Continuing obligation to provide the Services

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

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

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

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

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

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

No exclusivity

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

Use of the services

5.13 In using the Services, Customer shall:

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

6. TRANSITION

Transition Plan

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

6.2 The Supplier shall:

- (a) comply with the Transition Plan; and

- (b) ensure that each Milestone is Achieved on or before its Milestone Date.

Continuity of Services

6.3 The Supplier shall:

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

in each case as a result of Transition.

Applicability of obligations during Transition

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

7. MOBILE DEVICE TERMS

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

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

8. ACCESS

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

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

SECTION C - PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS

9. FINANCIAL AND TAXATION MATTERS

Charges and Invoicing

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

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

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

VAT

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

9.5 The Supplier shall indemnify Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on Customer at any

time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 9.5 (VAT) shall be paid in cleared funds by the Supplier to Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by Customer.

Set-off and Withholding

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

Benchmarking

- 9.8 The Parties acknowledged that the TfL Services Contract is subject to benchmarking and the rates under this Agreement shall be reduced in line with the outcome of any benchmarking review under the TfL Services Contract which reduces the rates under that contract. .

Promoting Tax Compliance

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

SECTION D - CONTRACT GOVERNANCE

10. GOVERNANCE

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

Representatives

- 10.2 Each Party shall have a representative for the duration of this Agreement who shall have authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Agreement.
- 10.3 The initial Supplier Representative shall be the person named as such in Schedule 6 (*Governance*). Any change to the Supplier Representative shall be agreed in accordance with Clause 13 (*Supplier Personnel*).
- 10.4 The Supplier Representative may (but is not required to) from time to time delegate his or her authority to one (1) or more persons (each a "**Supplier Contract Manager**"). The Supplier may, by written notice to Customer, revoke or amend the authority of the Supplier Contract Manager(s) or appoint a new Supplier Contract Manager. Customer shall be entitled to assume that the Supplier Contract Manager(s) have authority to act on behalf of the Supplier unless specifically notified to the contrary.
- 10.5 Customer shall notify the Supplier of the identity of the initial Customer Representative within five (5) Working Days of the Effective Date. Customer may, by written notice to the Supplier, revoke or amend the authority of the Customer Representative or appoint a new Customer Representative.
- 10.6 The Customer Representative may from time to time delegate his or her authority to one (1) or more persons (each a "**Customer Contract Manager**"). Customer may, by written notice to the Supplier, revoke or amend the authority of the Customer Contract Manager(s) or appoint a new Customer Contract Manager. The Supplier shall be entitled to assume that the Customer

Contract Manager(s) have authority to act on behalf of Customer unless specifically notified to the contrary.

11. RECORDS

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

12. VARIATION AND CHANGE

Variation Procedure

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

Change in Law

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

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

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

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

Future procurements

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

SECTION E - SUPPLIER PERSONNEL AND SUPPLY CHAIN

13. SUPPLIER PERSONNEL

13.1 The Supplier shall:

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

- (e) procure that, save as otherwise notified by Customer in writing all Supplier Personnel vacate Customer Sites and Third Party Sites immediately upon the termination or expiry of this Agreement (or the relevant Services, as appropriate).

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

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

Employment Indemnity

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

Income Tax and National Insurance Contributions

13.4 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration, remuneration or benefits received under or pursuant to this Agreement, the Supplier shall:

- (a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of such consideration, remuneration or benefits; and
- (b) indemnify Customer against any income tax, national insurance and social security contributions and any related liability, deduction, contribution, assessment, penalty or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel.

Non-solicitation

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

- (a) solicit, induce or entice away or endeavour to solicit, induce or entice away or cause to be solicited, induced or enticed away from Customer or from any member of the Customer Group (as applicable); or
- (b) employ, engage or appoint,

any person employed by or contracted to Customer or any member of the Customer Group (as applicable) in a senior and/or skilled capacity, whether or not such person would breach his or her contract of employment or engagement by leaving Customer or any member of the Customer Group (as applicable).

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

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

14. SUPPLY CHAIN RIGHTS AND PROTECTIONS

Appointment of Key Sub-contractors

- 14.1 Without prejudice to Clauses 14.2 (*Appointment of Key Sub-contractors*) and 14.3 (*Key Sub-contracts*), the Supplier shall not sub-contract any of its obligations under this Agreement in relation to a new Service introduced by a Variation which will involve the Supplier entering into Sub-contracts of a value which may exceed two hundred and fifty thousand pounds sterling (£250,000) in total over any period, unless it has:
- (a) given Customer at least twenty (20) Working Days' prior written notice of the identity of the proposed Sub-contractor and the nature, extent and associated Charges relating to the Services to which the Sub-contract relates; and
 - (b) demonstrated to Customer's reasonable satisfaction that it has conducted a competitive process in relation to those Sub-contracts prior to selecting the relevant Sub-contractors.
- 14.2 Subject to Clause 14.3 (*Key Sub-contracts*), the Supplier shall not sub-contract any of its obligations under this Agreement to a Key Sub-contractor where the value of the Sub-contract is more than three hundred and seventy five thousand sterling (£375,000) unless the identity of the proposed Sub-contractor and the scope of the sub-contracted obligations is approved in writing in advance by Customer (such consent not to be unreasonably withheld or delayed).

Key Sub-contracts

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

Terms of Key Sub-contracts

- 14.4 The Supplier shall ensure that each Key Sub-contract shall include:
- (a) where it is a contract with a Key Sub-contractor, a provision prohibiting such Key Sub-contractor from further sub-contracting its obligations in relation to the provision of the Services without the Supplier's prior written approval;
 - (b) a provision requiring the Key Sub-contractor to comply with requirements consistent with Clause 20 (*Privacy and Data Protection*);
 - (c) a provision requiring the Key Sub-contractor to comply with restrictions on corrupt gifts and payments consistent with the restrictions in Clause 35 (*Prevention of Fraud and Bribery*); and
 - (d) a provision requiring the Key Sub-contractor to notify Customer promptly in writing of any material non-payment or material late payment of any sums due to the Key Sub-contractor from the Supplier under the Key Sub-contract (and in any event within ten (10) Working Days from the due date for payment).

Supply chain protection

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

Retention of Legal Obligations

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

SECTION F - INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY

15. INTELLECTUAL PROPERTY RIGHTS

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

16. IPR INDEMNITY

- 16.1 The Supplier shall at all times, during and after the Term, indemnify Customer and each other Indemnified Person, and keep Customer and each other Indemnified Person indemnified, against all Losses incurred by, awarded against or agreed to be paid by an Indemnified Person arising from any Supplier IPR Claim against that Indemnified Person.
- 16.2 If a Supplier IPR Claim is made, or the Supplier reasonably anticipates that a Supplier IPR Claim might be made, the Supplier shall immediately notify Customer providing full details of the same and may, at its own expense and sole option, either:
- (a) procure for Customer or other relevant Indemnified Person the right to continue using the relevant item which is subject to the Supplier IPR Claim; or
 - (b) replace or modify the relevant item with non-infringing substitutes provided that:
 - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - (ii) the replaced or modified item does not have an adverse effect on any other Services;
 - (iii) there is no additional cost to Customer or the relevant Indemnified Person (as the case may be); and
 - (iv) the terms and conditions of this Agreement shall apply to the replaced or modified Services.
- 16.3 If the Supplier elects to procure a licence in accordance with Clause 16.2(a) (*IPR Indemnity*) or to modify or replace an item pursuant to Clause 16.2(b) (*IPR Indemnity*), but this has not avoided or resolved the Supplier IPR Claim, then:
- (a) Customer may terminate this Agreement (if subsisting) with immediate effect by written notice to the Supplier; and
- without prejudice to the indemnity set out in Clause 16.1 (*IPR Indemnity*), the Supplier shall be liable for all reasonable and unavoidable costs of the substitute items and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

17. CUSTOMER DATA AND SECURITY REQUIREMENTS

- 17.1 The Supplier acknowledges that Customer is the sole owner of all rights in the Customer Data (save in respect of Personal Data belonging to a Data Subject in respect of which Customer or a member of the Customer Group is a Data Controller or Data Processor).

- 17.2 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
- 17.3 The Supplier shall not store, copy, disclose, or use Customer Data except as necessary for the performance by the Supplier of its obligations under this Agreement, to comply with Applicable Law or as otherwise expressly authorised in writing by Customer.
- 17.4 To the extent that Customer Data is held and/or processed by the Supplier (save in respect of Personal Data which is Processed by the Supplier as a Data Controller), the Supplier shall supply that Customer Data to Customer as requested by Customer in the format reasonably specified by Customer.
- 17.5 The Supplier shall be responsible for the security of Customer Data and preserve the integrity of the Customer Data and prevent the corruption or loss of Customer Data at all times that the relevant Customer Data is under its control or the control of any Sub-contractor.
- 17.6 The Supplier shall perform secure back-ups of all Customer Data under its control or the control of any Sub-contractor and shall ensure that up-to-date back-ups are stored in no less than two (2) physically separate locations in accordance with Good Industry Practice and the BCDR Plan. The Supplier shall ensure that such back-ups are available to Customer (or to such other person as Customer may direct) at all times upon request.
- 17.7 The Supplier shall ensure that any system on which the Supplier holds any Customer Data, including back-up data, is a secure system that complies with the security requirements set out in Clauses 17.10 to 17.15. (*Customer Data and Security Requirements*).
- 17.8 If Customer Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Supplier shall notify Customer immediately and Customer may, save in respect of Personal Data which is Processed by the Supplier as a Data Controller:
- (a) require the Supplier (at the Supplier's expense) to restore or procure the restoration of relevant Customer Data and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of Customer's notice; and/or
 - (b) itself restore or procure the restoration of relevant Customer Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so.
- 17.9 Without prejudice to Customer's rights and remedies under this Agreement or at Law, if at any time the Supplier suspects or has reason to believe that Customer Data has or may become accessed by any unauthorised third party, in any way for any reason, then the Supplier shall notify Customer immediately and inform Customer of the remedial action the Supplier proposes to take.
- 17.10 The Supplier shall and shall procure that its Key Sub-contractors, have obtained and shall maintain for the duration of the Term certification that the information security management system for all aspects of its and its Key Sub-contractors' operations necessary for delivering the Services is compliant with ISO/IEC 27001 from an accrediting organisation registered with the United Kingdom Accreditation Society.
- 17.11 The Supplier shall promptly, and in any event no later than five (5) Working Days of becoming aware, notify Customer if certain parts of the ISMS are not compliant with:
- (a) Good Industry Practice, or
 - (b) ISO/IEC 27001.
- 17.12 Without prejudice to any other audit rights set out in this Agreement, Customer may conduct, or appoint a third party to conduct, regular security audits as may be required in accordance with Good Industry Practice in order to ensure that the ISMS maintains compliance with the principles and practices of ISO/IEC27001 and the Supplier shall provide such reasonable cooperation as may be required by Customer to conduct such audits.
- 17.13 If pursuant to an audit carried out in accordance with Clause 17.12 (*Customer Data and Security requirements*), Customer, acting reasonably, considers that compliance with the principles and practices of ISO/IEC 27001 is not being achieved by the Supplier, then Customer shall notify the Supplier of the same and the Supplier shall, as soon as reasonably practicable, provide Customer with a written plan to remedy each such non-compliance as soon as possible, provided that any such remediation shall be implemented in accordance with this Agreement.

- 17.14 Notwithstanding Customer's audit rights under Clause 17.12 and 17.13 (*Customer Data and Security Requirements*), the Supplier shall promptly and in any event no later than one (1) Working Day, notify Customer if;
- (a) the Supplier receives one (1) or more major non-compliance during a single audit cycle by an accredited body; or
 - (b) the ISO/IEC 27001 certification expires and a renewed certificate is not obtained; or
 - (c) the ISO/IEC 27001 certification is suspended for any reason.
- 17.15 In the event of any of the circumstances set out in Clause 17.14 (*Customer Data and Security Requirements*) occurring, the Supplier shall provide Customer:
- (a) information about the steps being taken to contain the problem;
 - (b) a confirmation that the problem has been contained as soon as it is contained; and
 - (c) deliver a Corrective Action Plan in accordance with Clause 25 (*Corrective Action Plan*) provided that Customer shall not be required to deliver a Corrective Action Notice to the Supplier under Clause 25.1 (*Corrective Action Plan*).

18. CONFIDENTIALITY

- 18.1 For the purposes of this Clause 18 (*Confidentiality*), the term "**Disclosing Party**" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "**Recipient**" shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 18.2 Except to the extent set out in this Clause 18 (*Confidentiality*) or where disclosure is expressly permitted elsewhere in this Agreement, the Recipient shall:
- (a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);
 - (b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Agreement or without obtaining the owner's prior written consent;
 - (c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Agreement; and
 - (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
- 18.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 19 (*Freedom of Information and Transparency*) shall apply to disclosures required under the FOI Legislation;
 - (b) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against Customer arising out of or in connection with this Agreement; or
 - (ii) the examination and certification of Customer's accounts (provided that the disclosure is made on a confidential basis);
 - (c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office;
 - (d) the Recipient is required to disclose the Confidential Information to the Secretary of State or the government department responsible for public transport in London for the time being the Office of Rail and Road, or any person or body who has statutory responsibilities in relation to transport in London including their employees, agents and sub-contractors; and

- (e) Customer is the Recipient and such disclosure is made to a Replacement Supplier or potential Replacement Supplier in accordance with Schedule 7 (*Exit Management*) provided that Commercially Sensitive Information is not disclosed.
- 18.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 18.5 The Supplier may disclose the Confidential Information of Customer on a confidential basis only to:
- (a) Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Agreement;
 - (b) its auditors; and
 - (c) its professional advisers for the purposes of obtaining advice in relation to this Agreement,
- and if the Supplier discloses Confidential Information of Customer pursuant to this Clause 18.5 (*Confidentiality*), it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.
- 18.6 Customer may disclose the Confidential Information of the Supplier on a confidential basis to:
- (a) a professional adviser, consultant, supplier or other person engaged by any of such entities for any purpose relating to or connected with this Agreement; or
 - (b) a proposed successor in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement,
- and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on Customer under this Clause 18 (*Confidentiality*).
- 18.7 Nothing in this Agreement shall prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

Customer Obligation of Confidentiality

- 18.8 Notwithstanding Clause 19 (*Freedom of Information and Transparency*), Customer shall have the same obligations as those imposed on the Supplier under this Clause 18 (*Confidentiality*) in respect of the Commercially Sensitive Information set out in Schedule 3.2 (*Commercially Sensitive Information*), except that Customer may:
- (a) disclose the Commercially Sensitive Information where Customer considers that it is obliged to do so by Law, including as may be required to be published in accordance with Laws relating to public procurements;
 - (b) use the Commercially Sensitive Information to the extent necessary to obtain the benefit of the Supplier's performance under this Agreement; and
 - (c) disclose the Commercially Sensitive Information to any member of the Customer Group (and in such circumstances Customer shall remain responsible at all times for compliance with the confidentiality agreements set out in this Clause 18.8 (*Customer Obligation of Confidentiality*) by the members of the Customer Group to whom such disclosure has been made) or any GLA Entity pursuant to Clause 39.3 (*GLA Entities*).

19. FREEDOM OF INFORMATION AND TRANSPARENCY

- 19.1 The Supplier acknowledges that Customer:
- (a) is subject to the FOI Legislation and agrees to assist and co-operate with Customer to enable Customer to comply with its obligations under the FOI Legislation; and

- (b) may be obliged under the FOI Legislation to disclose information without consulting or obtaining consent from the Supplier which may include the disclosure of Commercially Sensitive Information pursuant to Clause 18 (*Confidentiality*).
- 19.2 Without prejudice to the generality of Clause 18 (*Confidentiality*), the Supplier shall and shall procure that its Sub-contractors (if any) shall:
- (a) transfer to the Customer Representative (or such other person as may be notified by Customer to the Supplier) each Information Access Request relevant to this Agreement, the Services or any member of the Customer Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Working Days of receiving such Information Access Request; and
- (b) in relation to information held by the Supplier on behalf of Customer, provide Customer with details about and/or copies of all such information that Customer requests and such details and/or copies shall be provided within five (5) Working Days of a request from Customer (or such other period as Customer may reasonably specify), and in such forms as Customer may reasonably specify.
- 19.3 Customer shall use reasonable endeavours to consult with the Supplier prior to disclosing any Commercially Sensitive Information of the Supplier in response to a disclosure request under the FOI Legislation.

Transparency

- 19.4 The Supplier acknowledges that Customer is subject to the Transparency Commitment. Accordingly, notwithstanding the Supplier's confidentiality obligations set out in Clause 18 (*Confidentiality*), the Supplier hereby gives its consent for Customer to publish the Contract Information to the general public.
- 19.5 Customer may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion Customer may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. Customer may in its absolute discretion consult with the Supplier regarding any redactions to the Contract Information to be published pursuant to Clause 19.4 (*Transparency*). Customer shall make the final decision regarding publication and/or redaction of this Agreement.

20. PRIVACY AND DATA PROTECTION

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

21. PUBLICITY AND BRANDING

Publicity

- 21.1 Subject to Clause 21.3 (*Publicity*), and whether or not any restriction contained in Clause 18 (*Confidentiality*) is disapplied pursuant to Clause 21.2 (*Publicity*), the Supplier shall not, and shall procure that Supplier Personnel and Sub-contractors do not, make any announcement (including, without limitation, any communication to the public, to any clients or suppliers of either Party or to all or any of the employees of either Party (save to the extent necessary in order for Supplier to meet its obligations under this Agreement) or to representatives of the press, television, radio or other media) concerning the existence, provisions or subject matter of this Agreement or containing any information about Customer (including, without limitation Confidential Information) without the prior written approval of Customer.
- 21.2 Customer shall have the absolute discretion in deciding whether to give its consent as referred to in this Clause 21 (*Publicity and Branding*).
- 21.3 Clause 21.1 (*Publicity*) shall not apply if and to the extent that such announcement is required by Law or by any securities exchange or regulatory or governmental body having jurisdiction over either Party (including but, not limited to, the Financial Conduct Authority, the London Stock Exchange, The Panel on Takeovers and Mergers and the Serious Fraud Office) and whether or not the requirement has the force of law and provided that (unless prohibited by Law) any such announcement shall be made only after consultation with the other Party.

21.4 The obligations and restrictions contained in this Clause 21 (*Publicity and Branding*) shall survive termination of this Agreement and continue without limit of time.

Branding

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

Endorsement

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

SECTION G - LIABILITY, INDEMNITIES AND INSURANCE

22. LIMITATIONS ON LIABILITY

Unlimited liability

22.1 Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence, or that of its employees (or in the case of the Supplier, Supplier Personnel);
- (b) fraud or fraudulent misrepresentation by it or its employees (or in the case of Supplier, Supplier Personnel);
- (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any liability to the extent it cannot be limited or excluded by Law.

22.2 The Supplier's liability in respect of:

- (a) the indemnities in:
 - (i) Clause 9.5 (*VAT*);
 - (ii) Clause 13.3 (*Employment Indemnity*);
 - (iii) Clause 13.4 (*Income Tax and National Insurance Contributions*); and
 - (iv) Clause 16 (*IPR Indemnity*);
 - (b) breach by the Supplier of Clause 19 (*Freedom of Information and Transparency*);
 - (c) breach by the Supplier of Clause 18 (*Confidentiality*); and
 - (d) its abandonment or intentional breach of this Agreement,
- shall be unlimited.

Financial and other limits

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

- (a) in respect of loss of or damage to Customer Sites or other property or assets of Customer (including technical infrastructure, assets or equipment but excluding any loss or damage Customer Data) that is caused by Defaults of the Supplier occurring shall in no event exceed ten million pounds sterling (£10,000,000) per incident;
- (b) in aggregate in respect of any breach of under Clause 20 (*Privacy and Data Protection*) shall be limited to ten million pounds (£10,000,000);
- (c) in aggregate in respect of all other Losses incurred by Customer under or in connection with this Agreement as a result of Defaults by the Supplier in each Contract Year shall not exceed the greater of:
 - (i) two million two hundred and fifty thousand pounds sterling (£2,250,000); or
 - (ii) an amount equal to one hundred and fifty per cent (150%) of the Charges paid and/or due to be paid to the Supplier under this Agreement in the prior Contract Year.

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

- (a) two million two hundred and fifty thousand pounds sterling (£2,250,000); or
- (b) an amount equal to the Charges paid and/or due to be paid under this Agreement in the prior Contract Year.

Consequential Losses

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

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

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

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

- (a) any additional operational and/or administrative costs and expenses incurred by Customer, including costs relating to time spent by or on behalf of Customer in dealing with the consequences of the Default; or
- (b) the additional cost of procuring Replacement Services for the remainder of the Term and/or replacement deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement deliverables above those which would have been payable under this Agreement in respect of the relevant services or deliverables;

Limit on indemnity obligations and claims handling procedure

22.8 A party ("**Indemnifying Party**") shall not be responsible, and shall not indemnify the other party ("**Indemnified Party**"), for any Losses to the extent such Losses are caused by any breach or negligent performance by the Indemnified Party or any member of the Indemnified Party's Group (including by their respective employees, agents or sub-contractors) of any the Indemnified Party's obligations under this Agreement.

22.9 In respect of:

- (a) any indemnity under this Agreement which relates to a third party claim or investigation, Customer shall (save where it is not lawful to do so) provide the Supplier with prompt written notice of the claim or investigation;
- (b) the indemnities under Clauses 13.3 (*Employment Liability*) and 16.1 (*IPR Indemnity*), Customer shall (subject to Clause 22.10):
 - (i) allow the Supplier to take over the conduct of the third party claim and Customer will not admit liability in relation to such claim provided that Customer shall have the right to participate and be represented in any proceedings; and
 - (ii) provide the Supplier (at the Supplier's cost) with such assistance in relation to the conduct of the third party claim as Supplier reasonably requests.

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

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

23. INSURANCE

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

SECTION H - REMEDIES AND RELIEF

24. DUTY TO WARN

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

25. CORRECTIVE ACTION PLAN

- 25.1 If Customer determines that:

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

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

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

- (a) stating the action(s) which the Supplier proposes to take in order to correct or avoid the non-compliance described in the Correction Action Notice and the timescale for completing the action(s); or
- (b) providing an alternative proposal for achieving the objective(s) set out in the Corrective Action Notice together with a timescale and reasoned explanation,

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

- 25.3 The Supplier shall promptly provide to Customer any further documentation that Customer reasonably requires to assess the Supplier's Corrective Action Plan.

- 25.4 Customer shall consider the Corrective Action Plan and may, at its sole discretion and without prejudice to any other rights or remedies of Customer under this Agreement or at Law, instruct the Supplier to implement the Corrective Action Plan (subject to any amendments to the plan as are agreed by Customer and the Supplier). If Customer instructs the Supplier to implement the Corrective Action Plan, then, unless otherwise specified in Schedule 2B (*Service Levels*), Customer shall not have any right of termination in respect of the Default to which it relates (unless the Supplier fails to comply with the Corrective Action Plan in which case Clause 28.1 (*Termination by Customer*) shall apply).

- 25.5 The status of all Corrective Action Notices shall be reviewed at the Commercial Review Meetings held in accordance with Schedule 6.1 (*Governance*).

- 25.6 Notwithstanding any other provision in this Agreement, to the extent that the circumstances in which the Supplier is obliged to provide a Corrective Action Plan pursuant to this Agreement also oblige it to provide a Corrective Action Plan pursuant to the TfL Services Contract, then:

- (a) the Corrective Action Plan required under this Agreement shall be deemed for all purposes to be the Corrective Action Plan required under the TfL Services Contract; and
- (b) the Customer shall be bound by any decisions of TfL in respect a Corrective Action Plan provided under the TfL Services Contract.

26. RELIEF EVENTS

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

27. FORCE MAJEURE

- 27.1 Subject to the remaining provisions of this Clause 27 (*Force Majeure*), a Party may claim relief under this Clause 27 (*Force Majeure*) from liability for failure to meet its obligations under this Agreement for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Agreement which results from a failure or delay by an agent, Sub-contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- 27.2 If the Supplier is the Affected Party, it shall not be entitled to claim relief under this Clause 27 (*Force Majeure*) to the extent that consequences of the relevant Force Majeure Event should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Agreement are capable of being mitigated by any of the Services but the Supplier has failed to do so.
- 27.3 Subject to Clause 27.4 (*Force Majeure*), as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken to enable continued provision of the Services affected by the Force Majeure Event and appropriate terms to mitigate the effect of the Force Majeure Event and facilitate the continued performance of this Agreement.
- 27.4 A Party whose performance of its obligations under this Agreement is delayed or prevented by a Force Majeure Event:
- (a) shall forthwith notify the other Party of the details of the Force Majeure Event (including its nature, extent and likely duration), its effect on the obligations of the affected Party and any action the Affected Party proposes to take to mitigate its effect;
 - (b) shall use all reasonable endeavours in accordance with Good Industry Practice to minimise the effect of the Force Majeure Event on its performance of its obligations under this Agreement including:
 - (i) compliance with the BCDR Plan (in the case of the Supplier);
 - (ii) the making of any alternative arrangements for resuming the performance of its obligations which may be practicable without incurring material additional expense; and
 - (iii) discussing with Customer other options for resuming the performance of its obligations, which may involve incurring material additional expense; and
 - (c) shall forthwith after the cessation of the Force Majeure Event, notify the other Party thereof and resume full performance of its obligations under this Agreement.

- 27.5 If, as a result of a Force Majeure Event:
- (a) an Affected Party fails to perform its obligations in accordance with this Agreement, then during the continuance of the Force Majeure Event:
 - (i) the other Party shall not be entitled to exercise any rights to terminate this Agreement as a result of such failure other than pursuant to Clause 28.1 (*Termination by Customer*) or Clause 28.3 (*Termination by the Supplier*); and
 - (ii) neither Party shall be liable for any Default arising as a result of such failure; and
 - (b) the Supplier fails to perform its obligations in accordance with this Agreement, the Supplier shall be entitled to receive payment of the Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Agreement during the occurrence of the Force Majeure Event.
- 27.6 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Agreement.
- 27.7 Relief from liability for the Affected Party under this Clause 27 (*Force Majeure*) shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Agreement and shall not be dependent on the serving of notice under Clause 27.6 (*Force Majeure*).

SECTION I - TERMINATION AND EXIT MANAGEMENT

28. TERMINATION RIGHTS

Termination by Customer

- 28.1 Customer may (without prejudice to its other rights and remedies) terminate this Agreement (in whole or in part) in accordance with Clause 28.2 (*Termination by Customer*) if any of the following events occur:
- (a) the Supplier commits one or more material Default(s) (including a failure to comply with a Corrective Action Plan) which is: (i) capable of being remedied and the Supplier has failed to remedy the Default within thirty (30) days, or (ii) irremediable;
 - (b) a Critical Service Level Failure occurs;
 - (c) a right of termination is expressly reserved in this Agreement, including pursuant to:
 - (i) Clause 16 (*IPR Indemnity*);
 - (ii) Clause 30.8 (*Conflict of Interest*);
 - (iii) Clause 32.3 (*Assignment and Novation*); or
 - (iv) Clause 35.7 (*Prevention of Fraud and Bribery*);
 - (d) the representations and warranty given by the Supplier in Clauses 3.2(a), 3.2(b), 3.2(d), 3.2(g), 3.2(h), 3.2(k) and 3.2(l) (*Warranties*) are materially untrue or misleading;
 - (e) the Supplier commits a material Default under any of the following Clauses:
 - (i) Clause 18 (*Confidentiality*);
 - (ii) Clause 19 (*Freedom of Information and Transparency*);
 - (iii) Clause 20 (*Privacy and Data Protection*); or
 - (iv) Clause 23 (*Insurance*);
 and such breach is not remedied within thirty (30) days of the breach occurring;
 - (f) an Insolvency Event occurring in respect of the Supplier;
 - (g) a Change of Control of the Supplier (excluding any internal reorganisations of the Supplier's Group), provided that if the Supplier notifies Customer pursuant to this Clause 28.1(g) (*Termination by Customer*) on or within five (5) Working Days after the

date such Change of Control occurs, Customer may not serve a notice of termination pursuant to this Clause 28.1(g) (*Termination by Customer*) more than sixty (60) days after the date it received such notice;

- (h) the Supplier sells, leases, transfers or otherwise disposes of all or a material part of its assets, property or business whether in a single or a number of transactions (other than in the ordinary course of trading), provided that if the Supplier notifies Customer pursuant to this Clause 28.1(h) (*Termination by Customer*) on or within five (5) Working Days after the date such event occurs, Customer may not serve a notice of termination pursuant to this Clause 28.1(h) (*Termination by Customer*) more than sixty (60) days after the date it received such notice; or
- (i) a Force Majeure Event which causes a failure which would otherwise constitute a material Default endures for a continuous period of more than ninety (90) days.

28.2 Customer may terminate this Agreement pursuant to Clause 28.1 (*Termination by Customer*) by issuing a Termination Notice to the Supplier and this Agreement shall terminate on the date specified in the Termination Notice.

Termination by the Supplier

28.3 If Customer fails to pay an undisputed sum due to the Supplier under this Agreement which amounts to five hundred thousand pounds (£500,000) or more, then:

- (a) the Supplier may give Customer written notice of the non-payment and a further written notice if the sum due has not been paid within fifteen (15) days of the initial notice; and
- (b) the Supplier may, by issuing a Termination Notice to Customer, terminate this Agreement if such amount remains outstanding thirty (30) days after the second notice of non-payment from the Supplier pursuant to Clause 28.3(a)(a). Following Customer's receipt of such Termination Notice this Agreement shall then terminate on the date specified in the Termination Notice (which shall not be less than thirty (30) days from the date of the issue of the Termination Notice).

29. CONSEQUENCES OF EXPIRY OR TERMINATION

General Provisions on Expiry or Termination

29.1 The provisions of Clauses 9.4 and 9.5 (VAT), 9.6 and 9.7 (*Set-off and Withholding*), 11 (*Records*), 13.3 (*Employment Indemnity*), 13.4 (*Income Tax and National Insurance Contributions*), 15 (*Intellectual Property Rights*), 16 (*IPR Indemnity*), 18 (*Confidentiality*), 19 (*Freedom of Information and Transparency*), 20 (*Privacy and Data Protection*), 22 (*Limitations on Liability*), 29 (*Consequences of Expiry or Termination*), 36 (*Severance*), 38 (*Entire Agreement*), 39 (*Third Party Rights*), 44 (*Disputes*) and 45 (*Governing Law and Jurisdiction*), and the provisions of Schedules 1 (*Definitions*), Schedule 5.1 (*Charges and Invoicing*), Schedule 6.3 (*Dispute Resolution Procedure*), and Schedule 7 (*Exit Management*) shall survive the termination or expiry of this Agreement.

Exit Management

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

SECTION J - MISCELLANEOUS AND GOVERNING LAW

30. COMPLIANCE

Health and Safety

- 30.1 The Supplier shall at all times comply with:
- (a) all applicable Health and Safety Legislation; and
 - (b) all decisions, requirements, regulations, orders, instructions, directions or rules relating to health and safety applicable to the provision of the Services.
- 30.2 The Supplier shall be responsible for the observance by Supplier Personnel of all current and relevant health and safety precautions necessary for the protection of itself, its staff, Sub-contractors and other persons invited onto or visiting Customer Sites or Third Party Sites including all precautions required to be taken by or under any Health and Safety Legislation.

- 30.3 The Supplier undertakes to carry out formal risk assessments from time to time of all aspects of the Services in accordance with the requirements of all applicable Health and Safety Legislation and to carry out all testing, examination and other work necessary to minimise and, so far as reasonably practicable, eliminate all risk to health or safety resulting from the performance of the Services or the use of any equipment or materials or other things in connection with the Services.
- 30.4 The Supplier shall strictly comply with, and shall procure that the Supplier Personnel strictly comply with, such induction training procedures, safety training procedures and site procedures as are required by Health and Safety Legislation and as Customer may require from time to time.
- 30.5 In the event that a health or safety risk has arisen or is likely to arise in any part of the Sites in each case as a result of the provision of the Services, the Supplier shall notify Customer promptly in writing and shall provide Customer with adequate information relating to such risk including any steps and safeguards which the Supplier proposes to take and observe in order to ensure that the Services are performed safely. The Supplier shall promptly take such steps and adopt such safeguards.

Equality and Diversity

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

Conflict of Interest

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

31. LONDON LIVING WAGE

- 31.1 The Supplier acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed Customer to ensure that the London Living Wage be paid to anyone engaged by Customer who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on Customer's estate in the circumstances set out in Clause 31.3 (*London Living Wage*).
- 31.2 Without prejudice to any other provision of this Agreement, the Supplier shall:
- (a) ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services:
 - (i) for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and

- (ii) on Customer's estate including (without limitation) premises and land owned or occupied by Customer,
be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;
- (b) ensure that none of:
 - (i) its employees; nor
 - (ii) the employees of its Sub-contractors,
engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;
- (c) provide to Customer such information concerning the London Living Wage as Customer or its nominees may reasonably require from time to time, including (without limitation):
 - (i) all information necessary for Customer to confirm that the Supplier is complying with its obligations under this Clause 31 (*London Living Wage*); and
 - (ii) reasonable evidence that this Clause 31 (*London Living Wage*) has been implemented;
- (d) disseminate on behalf of Customer to:
 - (i) its employees; and
 - (ii) the employees of its Sub-contractors,
engaged in the provision of the Services such perception questionnaires as Customer may reasonably require from time to time and promptly collate and return to the Greater London Authority responses to such questionnaires; and
- (e) cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):
 - (i) allowing the CCSL to contact and meet with the Supplier's employees and any trade unions representing the Supplier's employees;
 - (ii) procuring that the Supplier's Sub-contractors allow the CCSL to contact and meet with the Sub-contractors' employees and any trade unions representing the Sub-contractors' employees,
in order to establish that the obligations in Clause 31.3(a) (*London Living Wage*) have been complied with.

31.3 For the avoidance of doubt the Supplier shall:

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

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

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

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

32. ASSIGNMENT AND NOVATION

32.1 The rights and obligations of the Supplier under this Agreement are personal to the Supplier and, unless Customer has provided the Supplier with prior written consent to do so, such rights and obligations shall not, subject to Clause 32.3, be assigned (whether absolutely or by way of security and whether in whole or in part), transferred, mortgaged, charged, declared in trust for

a third party, or otherwise disposed of in any manner whatsoever and any such purported dealing in contravention of this Clause 32.1 (*Assignment and Novation*) shall be ineffective.

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

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

provided that:

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

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

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

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

33. **WAIVER AND CUMULATIVE REMEDIES**

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

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

34. **RELATIONSHIP OF THE PARTIES**

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

35. **PREVENTION OF FRAUD AND BRIBERY AND COMPLIANCE WITH LAWS**

35.1 With respect to any of the matters which are the subject of this Agreement or in connection with this Agreement and any matters resulting from it, the Supplier undertakes that it and its group undertakings and any person acting on its or their behalf, including directors, officers, employees and agents (together, "**Representatives**"), either in private business dealings or in dealings with the public or government sector, directly or indirectly:

- (a) have not given, made, offered, or received (or agreed to give, make, offer or receive); and
 - (b) will not give, make, offer or receive (nor agree to give, make, offer or receive), any payment, gift or other advantage which: (i) would violate any Applicable Laws; (ii) was intended to, or did, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept; (iii) was made to or for a Public Official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business; or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper, (a "**Corrupt Act**").
- 35.2 With respect to any of the matters which are the subject of this Agreement or in connection with this Agreement and any matters resulting from it, the Supplier undertakes that it and its Representatives shall not:
- (a) request any action, inaction or services that would violate Applicable Laws; or
 - (b) receive, agree or attempt to receive the benefits of or profits from a crime or any Corrupt Act or agree to assist any person to retain the benefits of or profits from a crime or any Corrupt Act.
- 35.3 The Supplier represents that, save as disclosed to Customer, neither it nor any of its Representatives: has been investigated (or is being investigated or is subject to a pending or threatened investigation) or is involved in an investigation (as a witness or suspect) in relation to any Corrupt Act by any law enforcement, regulatory or other governmental agency or any customer or supplier; or has admitted to; or been found by a court in any jurisdiction to have engaged in, any Corrupt Act, or been debarred from bidding for any contract or business; or are Public Officials or persons who might otherwise reasonably be considered likely to assert a corrupt or illegal influence on behalf of Customer. The Supplier agrees that if, at any time, it becomes aware that any of the representations set out at in this Clause 35.3 is no longer correct, it shall notify Customer of this immediately in writing.
- 35.4 Customer or its nominee shall be entitled to have access to, inspect and audit all Invoices and accompanying documents issued by, and the financial books and records of, the Supplier in order to verify compliance with Clauses 35.1 to 35.7 (*Prevention of Fraud and Bribery*). The Supplier undertakes that it shall co-operate fully and promptly with any such audit or inspection conducted by or on behalf of Customer pursuant to this Clause 35.4.
- 35.5 The Supplier undertakes that it and its Representatives shall report to Customer, where permitted by Law, any suspected violations of Corruption Law in connection with any matters to which this Agreement relates (which for the avoidance of doubt includes acts or omissions which may affect directly or indirectly Customer or any member of the Customer Group). The Supplier consents to Customer making any disclosures of this information as may reasonably be required, provided that, to the extent it is legally permitted to do so, where Customer intends to so disclose gives the Supplier reasonable notice of this disclosure and, where notice of disclosure is not prohibited and is given in accordance with this Clause 35 it takes into account the reasonable request of the Supplier in relation to the content of such disclosure.
- 35.6 The Supplier undertakes to fully and effectively indemnify, keep indemnified and hold harmless each member of the Customer Group from and against all Losses (including all Losses, suffered or incurred in investigating, settling or disputing any action (actual or potential) and/or seeking advice as to any such action (actual or potential)) which any of them may suffer or incur or which may be brought against any of them in any jurisdiction arising, directly or indirectly, out of, in respect of, or in connection with any alleged or actual violations of any Law by a member of the Supplier Group or any Sub-contractor.
- 35.7 Without prejudice to any other express remedies referred to elsewhere in this Agreement or any remedies available at Law or in equity, in the event of a breach by the Supplier of any of the undertakings contained in Clauses 35.1 to 35.7 (*Prevention of Fraud and Bribery*), Customer may terminate this Agreement:
- (a) if the Supplier refuses to take any actions reasonably requested by Customer (i) to reduce the risk of any further breach of Clauses 35.1 to 35.7 (*Prevention of Fraud and Bribery*) to remedy or address the consequences of the breach that has occurred;

- (b) if such breach involves a Corrupt Act by the Supplier or its Representatives; or
- (c) if Customer reasonably concludes that it should terminate this Agreement to ensure that it is in compliance with Corruption Law.

36. SEVERANCE

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

37. FURTHER ASSURANCES

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

38. ENTIRE AGREEMENT

- 38.1 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.
- 38.2 Neither Party has been given, nor entered into this Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Agreement.
- 38.3 Nothing in this Clause 38 (*Entire Agreement*) shall exclude any liability in respect of misrepresentations made fraudulently.

38.4 TFL SERVICES CONTRACT

- 38.5 The provisions of Schedule 5.1 (*Charges and Invoicing*) shall be applied on the basis that:
- (a) the Customer shall be entitled to the benefit of such rates at the same band which is applicable to Tfl under the Tfl Services Contract from time to time;
 - (b) the Supplier shall proactively manage the application of the rates under this Agreement so as to pass on the full benefit of any discounts arising from a change in the rates under the Tfl Services Contract; and
 - (c) the Supplier shall co-operate with Tfl and the Customer in respect of a review, to be carried out upon Tfl's request no more than once every six (6) months, of the rates charged to the Customer and carry out a reconciliation of such rates if any discrepancy is identified in the application of these provisions.
- 38.6 Tfl shall not be liable (or subject to any remedy) for any charges payable by the Customer or any acts or omissions of the Customer or its users.

39. **THIRD PARTY RIGHTS**

- 39.1 The provisions of Clause 16 (*IPR Indemnity*), (the "**Third Party Provisions**") confer benefits on persons named in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 39.2 Subject to Clause 40.1 (*Third Party Rights*), a person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 39.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of Customer, which may, if given, be given on and subject to such terms as Customer may determine.
- 39.4 Any amendments or modifications to this Agreement may be made, and any rights created under Clause 40.1 (*Third Party Rights*) may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

40. **DECLARATION OF INEFFECTIVENESS**

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

41. **PUBLIC PROCUREMENT TERMINATION EVENT**

- 41.1 Without prejudice to Customer's rights of termination implied into this Agreement by Applicable Law, in the event of a Public Procurement Termination Event, Customer shall promptly notify the Supplier and the Parties agree that the provisions of Clause 29 (*Consequences of Expiry or Termination*) and this Clause 42 (*Public Procurement Termination Event*) shall apply as from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between the provisions of Clause 29 (*Consequences of Expiry or Termination*) and this Clause 42 or the Cessation Plan, the

provisions of this Clause 42 (*Public Procurement Termination Event*) and the Cessation Plan shall prevail.

41.2 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event.

41.3 As from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, Customer shall reasonably determine an appropriate Cessation Plan with the object of achieving:

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

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

41.4 Upon agreement, or determination by Customer, of the Cessation Plan the Parties shall comply with their respective obligations under the Cessation Plan.

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

42. NOTICES

42.1 Any notices sent under this Agreement shall be in writing.

42.2 The following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

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

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

	Supplier	Customer
Contact	Supplier Representative with a copy to General Counsel	Customer Representative with a copy to: General Counsel
Address	Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN	Transport for London, 5 Endeavour Square, London E20 1JN [Note to Draft: Customer to insert email address prior to contract signature] Attention: [Note to Draft: Customer to insert addressee details prior to contract signature] with a copy to: Transport for London, 5 Endeavour Square, London E20 1JN [Note to Draft: Customer to insert email address prior to contract signature.] Attention: General Counsel
Email	Not Applicable.	[Note to Draft: Customer to insert email address prior to contract signature.]

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

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

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

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

43. DISPUTES

- 43.1 The Parties shall resolve Disputes arising out of or in connection with this Agreement in accordance with the Dispute Resolution Procedure.

43.2 The Supplier shall continue to provide the Services in accordance with the terms of this Agreement until a Dispute has been resolved.

44. GOVERNING LAW AND JURISDICTION

44.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

44.2 Subject to Clause 44 (*Disputes*) and Schedule 6.3 (*Dispute Resolution Procedure*) (including Customer's right to refer the dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

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

SIGNED for and on behalf of
Vodafone Limited

Signature:

Name (block capitals):

Position:

Date:

SIGNED for and on behalf of
[GLA Entity]

Signature:

Name (block capitals):

Position:

Date:



[GLA Entity]
and
VODAFONE LIMITED

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

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1. DEFINITIONS

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

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

"Applicable Law"	means Laws applicable to a Party in relation to the performance of its obligations or exercise of its rights under this Agreement;
"Apprentice"	means a member of the Supplier's Personnel who is registered as an apprentice or technician with an industry recognised body;
"Approval"	means in relation to a Supplier Proposed Variation or Customer Proposed Variation, Customer issuing a Variation Approval for that Variation in accordance with Schedule 6.2 (<i>Variation Procedure</i>), (and "Approve" , "Approved" and "Approving" shall be construed accordingly);
"Archives"	means an accumulation of records which has been appraised as having continuing historical and business value and is therefore retained permanently;
"Associated Company"	means, in relation to a body corporate, any other entity which is a subsidiary or parent entity of that body corporate or is a subsidiary of the same parent entity of that body corporate;
"Attendees"	means, in relation to a Governance Forum, the attendees for that Governance Forum listed in Annex 1 (<i>Governance Forums</i>) of Schedule 6.1 (<i>Governance</i>);
"BCDR Plan"	means the business continuity and disaster recovery plan set out in Appendix 3 (<i>BCDR Plan</i>) of Schedule 3.1 (<i>Supplier Solution</i>);
"Catalogue"	means the catalogue of products and services available through this Agreement with associated details provided and maintained by the Supplier in accordance with Paragraph 4 (<i>Catalogue and Ordering</i>) of Schedule 5.1 (<i>Charges and Invoicing</i>);
"CCSL"	means the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;
"CEDR"	means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Cessation Plan"	has the meaning given in Clause 41.3 (<i>Declaration of Ineffectiveness</i>);
"Central Government Body"	<p>means a body listed in one (1) of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> (a) Government Department; (b) Non-Government Public Body or Assembly Sponsored Public Body (advisory, executive or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;

"Change in Law"	means any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;
"Change of Control"	means, in relation to the Supplier: (a) its Ultimate Parent ceases to Control it; or (b) an entity other than the Ultimate Parent becomes its ultimate parent company;
"Charges"	means the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 5.1 (<i>Charges and Invoicing</i>) (and "Charging" shall be construed accordingly);
"Commercial Review Meeting"	means the Governance Forum described in Table 1 of Annex 1 (<i>Commercial Review Meeting</i>) of Schedule 6.1 (<i>Governance</i>) responsible for ensuring that the Services are delivered to the required quality and meet or better the Performance Indicator Targets;
"Commercially Sensitive Information"	means the information listed in Schedule 3.2 (<i>Commercially Sensitive Information</i>) comprising the information of a commercially sensitive nature relating to the Supplier, its IPR or its business;
"Confidential Information"	means: (a) information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to: (i) the Disclosing Party's Group or the Disclosing Party's sub-contractors (excluding, in the case of Customer, the Supplier and its Sub-contractors); or (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party's Group or the Disclosing Party's sub-contractors; (b) other information provided by the Disclosing Party pursuant to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Agreement; (c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees,

	<p>consultants and professional advisers in connection with this Agreement and all matters arising therefrom; and</p> <p>(d) information derived from any of the above, but not including any information which:</p> <p>(i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;</p> <p>(ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;</p> <p>(iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality;</p> <p>(iv) was independently developed without access to the Confidential Information; or</p> <p>(v) relates to the Supplier's:</p> <p>(a) provision of the Services and performance of its obligations under this Agreement; or</p> <p>(b) failure to pay any Sub-contractor as required pursuant to Clause 14.6 (<i>Supply Chain Protection</i>);</p>
"Contract Information"	<p>means:</p> <p>(b) this Agreement in its entirety (including from time to time agreed changes to this Agreement); and</p> <p>(c) data extracted from the invoices submitted pursuant to Clauses 9.1 to 9.3 (<i>Charges and Invoicing</i>) which shall consist of the Supplier's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;</p>
"Contract Year"	<p>means a:</p> <p>(a) period of twelve (12) months commencing on the Effective Date; or</p> <p>(b) period of twelve (12) months commencing on each anniversary of the Effective Date,</p> <p>provided that the final Contract Year shall end on the Expiry Date;</p>
"Control"	<p>means, in relation to an entity, to have the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:</p> <p>(a) cast, or control the casting of, more than fifty per cent (50%) of the maximum number of votes that might be cast</p>

	<p>at a general meeting (or equivalent) of that entity's shareholders (or equivalent); or</p> <p>(b) appoint or remove all, or the majority, of that entity's directors or other equivalent officers; or</p> <p>(c) hold beneficially more than fifty per cent (50%) of its issued share capital or equivalent (excluding any part of that issued share capital or equivalent that carries no right to participate beyond a specified amount in a distribution of either profits or capital); or</p> <p>(d) give directions with respect to its operating and financial policies with which its directors or other equivalent officers are obliged to comply;</p>
"Corrective Action Notice"	has the meaning given in Clause 25.1 (<i>Corrective Action Plan</i>);
"Corrective Action Plan"	subject to Clause 25.6, has the meaning given in Clause 25.2 (<i>Corrective Action Plan</i>);
"Corrupt Act"	has the meaning given in Clause 35.1(b) (<i>Prevention of Fraud and Bribery</i>);
"Corruption Law"	<p>means all Laws in connection with bribery and corruption, including without prejudice to the generality of the foregoing:</p> <p>(a) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on 17 December 1997, which entered into force on 15 February 1999, and the Convention's Commentaries;</p> <p>(b) the United States Foreign Corrupt Practices Act to the extent that it applies to the Supplier at the Effective Date or subsequently during the Term; and</p> <p>(c) the United Kingdom Bribery Act 2010 and, in relation to conduct prior to the Bribery Act 2010 being brought into force, the United Kingdom Public Bodies Corrupt Practices Act 1889 and the Prevention of Corruption Act 1906 (together with the United Kingdom Bribery Act 2010);</p>
"Coverage Uplift"	means the provision by the Supplier of one (1) or more solutions to enhance the coverage of the Mobile Airtime Service at specific locations in accordance with Paragraph 4.2 (<i>Coverage Uplift (Lots 1 and 2)</i>) of Schedule 2A (<i>Services</i>);
"Coverage Uplift Charges"	means the Charges for the provision of Coverage Uplift;
"Credit Note"	has the meaning given in Paragraph 5.10 (<i>Credit Notes</i>) of Schedule 5.1 (<i>Charges and Invoicing</i>);
"Critical Service Level Failure"	has the meaning given in the Critical Service Level column of the Service Levels table in the Annex to Schedule 2B (<i>Service Levels</i>);
"Customer Contract Manager"	means the person(s) appointed by Customer to the role described in Clause 10.6 (<i>Representatives</i>);

"Customer Data"	means: (a) data (other than Personal Data) supplied to the Supplier by or on behalf of Customer for the purposes of this Agreement; and (b) Personal Data provided by or on behalf of Customer to the Supplier in relation to this Agreement for which Customer is the Data Controller or Data Processor of a third party;
"Customer Group"	means Customer and its Associated Companies from time to time together with the Greater London Authority (and its Functional Bodies), Crossrail Limited (company number 04212657) and reference to any " member of the Customer Group " shall refer to Customer, any such subsidiary, the Greater London Authority (and its Functional Bodies) and Cross London Rail Links Limited; [Note to Draft: to be confirmed by specific Customer.]
"Customer Objectives"	has the meaning given in Clause 5.1 (<i>Services</i>) and where used in a Schedule, the meaning given to it in that Schedule for the purposes of that Schedule;
"Customer Personnel"	means all directors, officers, employees, agents, consultants and non-permanent labour of Customer;
"Customer Portal"	means the online portal for customer interactions and access to service information provided by the Supplier in accordance with Paragraph 6.3 (<i>Customer Portal</i>) of Schedule 2A (<i>Services</i>);
"Customer Proposed Variation"	has the meaning given in Paragraph 3.2.1 (<i>Types of Variations</i>) of Schedule 6.2 (<i>Variation Procedure</i>);
"Customer Remedy"	means Customer's internal helpdesk system for IT service management;
"Customer Representative"	means the representative appointed by Customer pursuant to the position described in Clause 10.5 (<i>Representatives</i>);
"Customer Site"	means sites owned, controlled or occupied by any member of the Customer Group and/or any Central Government Body: (a) from, to or at which the Services are (or are to be) provided; and/or (b) from which the Supplier manages, organises or otherwise directs the provision or use of the Services;
"Data Controller"	has the meaning given in the Data Protection Legislation;
"Data Link Charges"	means the Charges for the provision of Data Links;
"Data Links"	means any of the connectivity solutions used to enable mobile devices to be connected to Customer-nominated networks or data centres provided by the Supplier in accordance with Paragraph 3 (<i>Data Links and APNs (Lots 1 and 2)</i>) of Schedule 2A (<i>Services</i>);

"Data Processor"	has the meaning given in the Data Protection Legislation;
"Data Protection Legislation"	means: (a) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; (b) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003.
"Data Subject"	has the meaning given in the Data Protection Legislation;
"Declaration of Ineffectiveness"	means a declaration of ineffectiveness in relation to this Agreement made by a court pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulation 113 of the Utilities Contracts Regulations 2006;
"Default"	means any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement: (a) in the case of Customer, of Customer Personnel; or (b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel, in connection with or in relation to the subject matter of this Agreement and in respect of which such Party is liable to the other;
"Detailed Transition Plan"	means the detailed Transition Plan developed by the Supplier from the Outline Transition Plan and Approved by Customer in accordance with Paragraph 5 of Part B (<i>Approval of the Detailed Transition Plan</i>) of Schedule 4 (<i>Transition</i>);
"Device"	means any radio device including mobile handsets and tablets used by Customer in connection with the Services, including Supplier Device;
"Device Specification"	means the functional specification published by the original manufacturer or supplier of a device;
"Device Supply Charges"	means the Charges for the supply of a Supplier Device on a one-off basis;
"Device Warranty Period"	means the period commencing on the date of supply of a Device to Customer by the Supplier and ending two (2) years thereafter or the end the period of the warranty supplied by the original manufacturer or other supplier of the Device, whichever is the longer;
"Disclosing Party"	has the meaning given in Clause 18.1 (<i>Confidentiality</i>);
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to

	the Services, failure to agree in accordance with the Variation Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Notice"	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Documents"	means any documents which the Supplier is required to prepare and deliver to Customer under this Agreement;
"Effective Date"	means the date on which this Agreement has been signed by both Parties;
"Electronic Invoicing Platform"	means Customer's invoicing platform for the submission and receipt of electronic invoices;
"Electronic Procure-to-Pay (eP2P) Vendor Handbook"	the handbook setting out the system, format, file requirements and steps for registering to use and using the Electronic Invoicing Platform as updated from time to time, a copy of which can be downloaded from the following link: https://tfl.gov.uk/corporate/publications-and-reports/procurement-information#on-this-page-5 ;
"Embedded Universal Integrated Circuit Card" or "eUICC"	means the component of a SIM that allows for mobile operators to be changed remotely over the air;
"EMP"	has the meaning given in paragraph 3.2 of Schedule 3.1 (<i>Supplier Solution</i>);
"Employee Liabilities"	<p>means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:</p> <ul style="list-style-type: none"> (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment,

	<p>marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</p> <p>(d) compensation for less favourable treatment of part-time workers or fixed term employees;</p> <p>(e) outstanding payments in relation to salary and benefits, employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;</p> <p>(f) employment claims whether in tort, contract or statute or otherwise; or</p> <p>(g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p>
"End Date"	means, in relation to the Services (or part of the Services), the date on which Customer confirms in writing to the Supplier that Exit Assistance has been completed without prejudice to Customer's rights in relation to any Default by the Supplier of its obligations in Schedule 7 (<i>Exit Management</i>);
"Exit Assistance"	means the Supplier's assistance with the transition of the Services to one (1) or more Replacement Supplier(s) in accordance with Paragraph 6 (<i>Exit Assistance</i>) of Schedule 7 (<i>Exit Management</i>);
"Exit Assistance Charges"	means the Charges for the provision of Exit Assistance;
"Exit Information"	<p>means information reasonably requested by Customer for the purpose of re-tendering and migrating the Services (in context of the information typically available from electronic communications service providers in relation to the same) including the following:</p> <p>(a) number of SIMs, with a breakdown of those connected to the Supplier Network or not;</p> <p>(b) the location of SIMs used in machine-to-machine (M2M) applications and the work location of users to whom mobile Devices/SIMs have been issued;</p> <p>(c) reports on data and voice usage of the Services over the last twelve (12) months;</p> <p>(d) documents reasonably requested by a Replacement Supplier;</p> <p>(e) details of bespoke solutions provided by the Supplier, including any coverage solutions, boosters and routers provided by the Supplier (including the location of any such equipment);</p> <p>(f) information/assistance required to transition of eSIMs from the Supplier's subscription manager;</p> <p>(g) information/assistance required for the purpose of porting numbers allocated to Customer users to a Replacement Supplier; and</p> <p>(h) details of all data links/VPN connections with Customer used for Customer applications (e.g. iBus);</p>

"Exit Management"	has the meaning given in Schedule 7 (<i>Exit Management</i>);
"Exit Period"	has the meaning given in Schedule 7 (<i>Exit Management</i>);
"Exit Plan"	means the plan to support the transition of the Services to one (1) or more Replacement Supplier(s) produced and updated by the Supplier during the Term in accordance with Schedule 7 (<i>Exit Management</i>);
"Expedited Dispute Timetable"	means the reduced timetable for the resolution of Disputes set out in Paragraph 3 (<i>Expedited Dispute Timetable</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Expiry Date"	means the date on which the Exit Period has expired in respect of all of the Services. For the avoidance of doubt, the Expiry Date shall be the same date as the last End Date;
"Extension Period"	means a period of one (1) year or longer starting from the day after the final day of the Initial Term or (if later) a previous Extension Period, as notified by Customer to the Supplier in accordance with Clause 4.2 (<i>Term</i>) of this Agreement;
"FOI Legislation"	means the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and any other applicable Law relating to access to Information held by a public agency or enterprise;
"Force Majeure Event"	means an event outside the reasonable control of a party, including acts of God, riots, war, civil unrest or armed conflict, acts of terrorism, fire, flood, extraordinary storm, lightning, or earthquake, or similar natural or man-made disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel, any disaster caused by the Supplier, a Sub-contractor or the Supplier Personnel or any other failure in the Supplier's or a Sub-contractor's supply chain. For the avoidance of doubt, the UK's exit from the European Union shall not be a Force Majeure Event;
"Force Majeure Notice"	means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Former Supplier(s)"	means, in relation to services provided to Customer which are replaced by any part of the Services, the person(s) who supplied such services immediately prior to such replacement which shall include any sub-contractor of such supplier(s) (or any sub-contractor of any such sub-contractor);
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a service that is the same or materially similar to the Services (including in terms of scope, specification, volume and quality of performance);
"Good Industry Practice"	means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a

	customer like Customer, such supplier seeking to comply with its contractual obligations in full and complying with Applicable Law;
"Governance"	means the governance structure, roles and responsibilities of the Parties and contract management processes as set out at Schedule 6.1 (<i>Governance</i>);
"Governance Forum"	means a Governance forum which is listed in Paragraph 4.1 (<i>Governance Forums</i>) of Schedule 6.1 (<i>Governance</i>) (and "Governance Forums" shall mean any of them);
"Health and Safety Legislation"	means all Laws which have as a purpose or effect the protection or prevention of harm to human health, environment or health and safety or compensation for such harm;
"Holding Company"	has the meaning given in section 1159 of the Companies Act 2006;
"Incident"	means an unplanned interruption to a service or reduction in the quality of a service;
"Indemnified Party"	has the meaning given in Clause 22.8 (<i>Limit on Indemnity Obligations</i>) of this Agreement;
"Indemnified Person"	means Customer and each Service Recipient;
"Indemnifying Party"	has the meaning given in Clause 22.8 (<i>Limit on Indemnity Obligations</i>) of this Agreement;
"Index"	means the Consumer Price Index published from time to time by the Office of National Statistics or any successor or replacement agency or government department;
"Information"	means any data or records, irrespective of format or medium, which are generated or used by the Supplier. Examples include electronic communications, emails, video recordings, hard copy (paper) files, images, graphics, maps, plans, technical drawings, programs, software and all other types of data;
"Information Access Request"	means a request for any information submitted under the FOI Legislation;
"Information Security Management System" or "ISMS"	means a management system, based on a business risk approach, to establish, implement, operate, monitor, review, maintain and improve information security;
"Initial Term"	means the period from the Effective Date to the date which is three (3) years after the Service Commencement Date;
"Insolvency Event"	means any of the following: (a) the Supplier and/or its parent entity and/or the Guarantor making or seeking to make any composition, compromise, assignment or voluntary arrangement with

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

	<p>capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction,</p> <p>(and "IPR" shall be construed accordingly);</p>
"Invoice"	means an invoice issued by the Supplier to Customer in accordance with Schedule 5.1 (<i>Charges and Invoicing</i>);
"ISO/IEC 27001"	means the security certification standard in relation to information management systems as recognised by the International Organisation for Standardisation or such other security certification standard that may be deemed adequate by Customer;
"Key Performance Indicators" or "KPIs"	means the key performance indicators to which the Services are to be provided as set out in Paragraph 6.4 of Schedule 2A (<i>Services</i>);
"Key Sub-contract"	means each Sub-contract with a Key Sub-contractor;
"Key Sub-contractor"	<p>means any Sub-contractor:</p> <p>(a) which has or would have a critical role in the provision of all or any part of the Services which is exclusively provided to Customer; or</p> <p>(b) with a Sub-contract in respect of all or any part of the Services which is exclusively provided to Customer and which has a contract value which at the time of appointment exceeds (or would exceed if appointed) two hundred and twenty five thousand pounds sterling (£225,000).</p>
"Law"	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, by-law, regulation, order, mandatory guidance or mandatory code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, in each case to the extent that they are applicable to the relevant Party;
"Licensed Software"	means all and any Software licensed by or through the Supplier, its Sub-contractors or any Third Party to Customer for the purposes of or pursuant to this Agreement, including any Supplier Software and/or Third Party Software;
"London Living Wage"	the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk);
"Losses"	means losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
"Material Service Level Failure"	means, in relation to any one (1) Service Level, a failure by

	the Supplier to meet the Service Level in two (2) or more months in any period of four (4) consecutive months;
"Mediation Notice"	has the meaning given in Paragraph 4.1 (<i>Mediation</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Mediator"	means the independent third party appointed in accordance with Paragraph 4 (<i>Mediation</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>) to mediate a Dispute;
"Micro-SIM"	means a SIM card with the '3FF' physical form factor as defined by the 3GPP (3 rd Generation Partnership Project);
"Milestone"	means a milestone identified in the Transition Plan;
"Milestone Date"	means, in relation to a Milestone, the date at which such Milestone is due to be Achieved as set out in the applicable Transition Plan;
"Mobile Airtime Service"	means the provision by the Supplier of mobile voice calls, messaging, data and related services in accordance with Paragraph 1 (<i>Airtime and SIMs</i>) of Schedule 2A (<i>Services</i>);
"Mobile Telecommunications Privileged Access Scheme" or "MTPAS"	means the UK procedure for enabling priority access to mobile networks for privileged users responding to emergency incidents;
"Multi-Party Dispute"	has the meaning given in Paragraph 7.1 (<i>Multi-Party Dispute</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Multi-Party Dispute Representatives"	has the meaning given in Paragraph 7.6 (<i>Multi-Party Disputes</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Multi-Party Dispute Resolution Board"	has the meaning given in Paragraph 7.6 (<i>Multi-Party Disputes</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Multi-Party Dispute Resolution Procedure"	has the meaning given in Paragraph 7 (<i>Multi-Party Disputes</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Multi-Party Procedure Initiation Notice"	has the meaning given in Paragraph 7.2 (<i>Multi-Party Disputes</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Notice of Adjudication"	has the meaning given in Paragraph 5.1 (<i>Notice of Adjudication</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Notice Period"	has the meaning given in Clause 31.5 (<i>London Living Wage</i>);
"Occasion of Tax Non-Compliance"	means: <ul style="list-style-type: none"> (a) any tax return of the Supplier submitted to a tax authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> (i) a relevant tax authority successfully challenging the Supplier under the general anti-abuse rule or the Halifax abuse principle or under any tax rules or legislation that have an effect equivalent or similar to

	<p>the general anti-abuse rule or the Halifax abuse principle;</p> <p>(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a relevant tax authority under the disclosure of tax avoidance schemes operated by HMRC or any equivalent or similar regime; and/or</p> <p>(b) any tax return of the Supplier submitted to a relevant tax authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;</p>
"Official Journal of the European Union"	means the official gazette record for the European Union;
"Optional Services"	means those services identified as such in Schedule 3.1 (<i>Supplier Solution</i>);
"Other Supplier"	means any supplier to Customer from time to time excluding the Supplier;
"Outline Transition Plan"	means the outline transition plan set out at Annex 1 (<i>Outline Transition Plan</i>) of Schedule 4 (<i>Transition</i>);
"Party"	means Customer and/or the Supplier (as the context requires or permits);
"Personal Data"	means personal data (as defined in the Data Protection Legislation) which is Processed by the Supplier or any Sub-contractor pursuant to or in connection with this Agreement;
"Privacy Impact Assessment"	means a process used to identify and mitigate the privacy and data protection risks associated with an activity involving the Processing of Personal Data;
"Process"	has the meaning given under the Data Protection Legislation (and "Processed" and "Processing" shall be construed accordingly);
"Product Terms"	has the meaning given in Paragraph 8 (<i>Product Terms</i>) of Schedule 2A (<i>Services</i>);
"Professional Services Charges"	means the charges for the provision of the professional services set out in Paragraph 3.1.3(b) (<i>Charges</i>) and calculated in accordance with the Rate Card;
"Project"	means a planned, co-ordinated and time-bound set of activities delivered by the Supplier and established for the delivery of defined objectives;
"Public Official"	means any person (whether appointed or elected) holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise (including any officer or employee of a state-owned or state-operated entity) or a public international organisation;

"Public Procurement Termination Event"	means an event occurring if a court determines that one (1) or more of the circumstances described in Regulation 73(1) of the Public Contracts Regulations 2015 has occurred;
"QUENSH Conditions"	means the quality, environmental, safety and health conditions published by TfL from time to time;
"Rate Card"	means the rate card designated as being the 'Rate Card' in Schedule 5.1 (<i>Charges and Invoicing</i>) to be used for the purpose of calculating Charges for Professional Services and Exit Management;
"Recipient"	has the meaning given in Clause 18.1 (<i>Confidentiality</i>);
"Records"	means Information created, received, and maintained as evidence by the Supplier, in pursuance of legal obligations or in the provision of the Services;
"Records Management"	means the field of management responsible for the efficient and systematic control of the creation, receipt, maintenance, use and disposal of Records, including processes for capturing and maintaining Information about the Supplier's activities and provision of Services in the form of Records;
"Referral Notice"	has the meaning given in Paragraph 5.6.1 (<i>Referral of the Dispute</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Referring Party"	has the meaning given in Paragraph 5.2.2 (<i>Appointing the Adjudicator</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Related Third Party"	has the meaning given in Paragraph 7.1.2 (<i>Multi-Party Disputes</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Relief Event"	has the meaning given in Clause 26.1 (<i>Relief Events</i>);
"Replacement Services"	means any services which are the same as or substantially similar to any of the Services (or any part of the Services) and which Customer receives in substitution for any of the Services (or any part of the Services) following the expiry or earlier termination of the provision of such Service under this Agreement;
"Replacement Supplier(s)"	means any provider(s) of Replacement Services appointed by Customer from time to time or, if Customer is providing Replacement Services for its own account, Customer;
"Representatives"	has the meaning given in Clause 35.1 (<i>Prevention of Fraud and Bribery</i>);
"Responding Party"	has the meaning given in Paragraph 5.2.2 (<i>Appointing the Adjudicator</i>) of Schedule 6.3 (<i>Dispute Resolution Procedure</i>);
"Restricted Countries"	means any country outside the United Kingdom;
"Request for Further Information"	has the meaning given in Paragraph 3.8 (<i>Supplier Proposals</i>) of Schedule 6.2 (<i>Variation Procedure</i>);

"Road Traffic Acts"	means any Laws which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man;
"Roaming SIM"	means a SIM that enables a user Device to roam between the services of multiple mobile networks within the UK in accordance with Paragraph 1.3 (<i>SIM Cards (Lots 1&2)</i>) of Schedule 2A (<i>Services</i>);
"Security Incident"	means an incident originating in the Supplier's or its Sub-contractors' systems which affects or may affect the security, confidentiality or integrity of the Services;
"Service Commencement Date"	means the date on which the first SIM is connected to the Supplier Network;
"Service Deliverables"	means any Documents created by or on behalf of the Supplier pursuant to the provision of the Services which is a Service management report (such as a Service Level performance report);
"Service Levels"	means the service levels set out in Schedule 2B (<i>Service Levels</i>);
"Service Materials"	means all Documentation and other materials provided by the Supplier for use in connection with the Services (excluding Service Deliverables);
"Service Pilot Complete Milestone"	means a Milestone designated as such in Paragraph 2.1 of Schedule 4 (<i>Transition</i>);
"Service Recipient"	means any recipient of the Services (including Customer Personnel and Customer's customers);
"Service Requirements"	means Customer's requirements in relation to the Services which are described in Schedule 2A (<i>Services</i>);
"Service Review Meeting"	means the Governance Forum described in Table 2 of Annex 1 (<i>Service Review Meeting</i>) of Schedule 6.1 (<i>Governance</i>);
"Services"	means: (a) all or any part of the services to be provided to, or activities to be undertaken for, Customer by the Supplier under this Agreement including those detailed in Schedule 2A (<i>Services</i>); and (b) any services, functions or responsibilities which may be reasonably regarded as incidental or ancillary to the foregoing services or activities and which may be reasonably inferred from this Agreement;
"Sites"	means a physical location which can be a Customer Site, Supplier Site or a Third Party Site (as the context requires or permits);
"Software"	means system software, operating systems, applications, programmes and procedures and tools to recreate or recompile any of the foregoing (including build files, compiler files, test scripts and configurations) and all updates and upgrades to any

	of the foregoing that enable hardware or systems to perform tasks or operations or process data, in each case in object code form unless expressly provided otherwise in this Agreement;
"Solutions"	means the services set out in Paragraph 5 (<i>Solutions</i>) of Schedule 2A (<i>Services</i>);
"Solutions Charges"	means the Charges for the provision of Solutions;
"Special Categories of Personal Data"	has the meaning given to it in the Data Protection Legislation;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of Customer and which would not affect a service that is the same or materially similar to the Services (including in terms of scope, specification, volume and quality of performance);
"Sub-contract"	means any contract or agreement between the Supplier (or a Sub-contractor) and any person whereby that person agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof including without limitation contracts between the Supplier and a member of the Supplier Group;
"Sub-contractor"	means any person with whom: (a) the Supplier enters into or has entered into a Sub-contract; or (b) a person under (a) enters into a Sub-contract, or agents of that person;
"Subject Access Request"	means a request made by a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access his or her Personal Data;
"Supervisory Authority"	has the meaning given to it in the Data Protection Legislation;
"Supplier"	means Vodafone Limited (company number 01471587);
"Supplier Contract Manager"	means the person(s) appointed by the Supplier to the position described in Clause 10.4 (<i>Representatives</i>);
"Supplier Device"	means any Device supplied by the Supplier;
"Supplier Group"	means the Supplier and its Associated Companies from time to time, and " member of the Supplier Group " shall have a corresponding meaning;
"Supplier IPR Claim"	means any claim alleging that the provision or receipt of the Services (including for the avoidance of doubt and without limitation the supply of the Service Materials, Service Deliverables and/or Devices) by Customer infringes any Third Party IPR;

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

"TfL"	means Transport for London, a statutory corporation established by section 154 of the Greater London Authority Act 1999;
"Third Party"	means a person who is not: (a) Customer or a member of the Customer Group; or (b) the Supplier or a member of the Supplier Group, (and includes any government body other than Customer);
"Third Party Beneficiary"	has the meaning given in Clause 40.1 (<i>Third Party Rights</i>);
"Third Party IPR"	means Intellectual Property Rights owned by a Third Party;
"Third Party Provisions"	has the meaning given in Clause 40.1 (<i>Third Party Rights</i>);
"Third Party Site"	means sites owned, controlled or occupied by a Third Party to which the Services are (or are to be) provided;
"Third Party Software"	means Software which is proprietary to any Sub-contractor (other than a member of the Supplier Group) or Third Party or any open source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services;
"Transition"	means transition to the Supplier in accordance with Schedule 4 (<i>Transition</i>);
"Transition Plan"	means: (a) until the Detailed Transition Plan has been Approved by Customer in accordance with Paragraph 5 of Part B (<i>Approval of the Detailed Transition Plan</i>) of Schedule 4 (<i>Transition</i>), the Outline Transition Plan; (b) when Approved by Customer, the Detailed Transition Plan, and, in each case, includes the then-current Transition Contingency Plan;
"Transparency Commitment"	means Customer's commitment to comply with the Local Government Transparency Code of Practice 2015 issued by the UK government (and any other applicable obligations relating to the proactive publication of information held by a public agency or enterprise) in accordance with which Customer is committed to publishing its contracts, tender documents and data from invoices received;
"Ultimate Parent"	means the ultimate Holding Company of the Supplier at the date of the Agreement;
"Variation"	means any variation to the Services or their performance, including additions, omissions, substitutions, alterations, changes in quality, deliverables or timing of the same. Variations may take the form of a Customer Proposed Variation or Supplier Proposed Variation in accordance with Schedule 6.2 (<i>Variation Procedure</i>) (and "Varied" shall be construed accordingly);

"Variation Approval"	has the meaning given in Paragraph 3.16 (<i>Variation Approval</i>) of Schedule 6.2 (<i>Variation Procedure</i>);
"Variation Notice"	has the meaning given in Paragraph 3.3 (<i>Variation Notices</i>) of Schedule 6.2 (<i>Variation Procedure</i>);
"Variation Pricing"	has the meaning given in Paragraph 3.9 (<i>Settlement of Variations</i>) of Schedule 6.2 (<i>Variation Procedure</i>);
"Variation Procedure"	means the procedure for considering, approving and implementing Variations as set out in Schedule 6.2 (<i>Variation Procedure</i>);
"VAT"	means value added tax as provided for in the Value Added Tax Act 1994; and
"Working Day"	means any day other than a Saturday, Sunday or public holiday in England.

2. ABBREVIATIONS

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

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



[GLA Entity]
and
VODAFONE LIMITED

**Agreement for the provision of
Mobile Services Lot 1
Schedule 2A
Services**

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1. AIRTIME AND SIMS

1.1 Corporate Services

Req. ID	Name	Description
MS-001	Mobile Airtime Service	The Supplier shall provide a Mobile Airtime Service including voice call minutes, SMS messaging and data services for Customer users.
MS-002	Mobile Airtime Service – Data Only	The Supplier shall offer data-only service options (SMS and packet data) for Customer users.
MS-003	Mobile Airtime Service – Capabilities	The Mobile Airtime Service shall support a standard range of capabilities, including: <ul style="list-style-type: none"> (a) SMS/MMS; (b) support for 4G and 5G; (c) voicemail; (d) call forwarding; (e) call waiting; (f) call barring; (g) soft/hard data caps (e.g. configurable levels for triggering user warnings and/or limiting usage) on a per individual or per group of users basis; (h) options to enable, disable and limit international roaming on a per user basis; (i) options to enable, disable and limit other premium services on a per user basis; and (j) Wi-Fi calling on supported Devices.

1.2 SIM Cards

Req. ID	Name	Description
MS-008	Standard SIM	The Supplier shall provide standard Subscriber Identity Module (SIM) cards to enable access to the Mobile Airtime Service.
MS-009	SIM Size	SIM cards offered shall include nano-SIM and older formats (e.g. Micro-SIM) for compatibility with older Devices where required.
MS-011	MTPAS	The Supplier shall provide Mobile Telecommunications Privileged Access Scheme (MTPAS) SIM cards for use by eligible personnel.

MS-012	eSIM	<p>The Supplier shall support eSIM Devices, including:</p> <ul style="list-style-type: none"> (a) provision of support for Devices with an Embedded Universal Integrated Circuit Card (eUICC); (b) provision of SIM cards with eUICC support for use in compatible Devices; (c) provision of eSIM subscription manager services for remote management of the eUICC, including enable/disable, profile download, profile swap; and (d) support for migration of eSIM Devices to the subscription manager (and network services) of other providers.
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2. DEVICE SUPPLY

Req. ID	Name	Description
MS-013	Supplier Devices Supply	The Supplier shall offer a range of Supplier Devices and accessories for use by Customer users. The range of Supplier Devices offered shall include any requested by the Customer that the Supplier offers to other business customers.
MS-014	Supplier Device Catalogue	The Supplier shall provide and maintain a catalogue of Supplier Devices and accessories available with descriptions, current price information and an indication of how long the Supplier Device will be supported.
MS-015	Device OS	Supplier Devices offered shall include a range of iOS and Android Supplier Devices as a minimum.
MS-016	Sustainable Devices	Supplier Devices offered shall include options that focus on sustainability in manufacturing processes and the Supplier Device lifecycle (e.g. Fairphone).
MS-017	Accessories	The Supplier shall offer a range of accessories for the Supplier Devices offered, including cases, screen protectors, chargers and headsets.
MS-018	Microsoft Applications	Supplier Devices offered shall be compatible and suitable for use with the Microsoft Office suite, including the use of Microsoft Teams and Microsoft Intune for Device management.
MS-019	Deployment	The Supplier shall carry out Supplier Device enrolment and logistics (packaging, delivery and tracking) for new Supplier Devices purchased, in accordance with the Customer's reasonable requirements as notified to the Supplier from time to time.
MS-020	Apple Device Enrolment Program	For iOS Supplier Devices supplied, the Supplier shall offer Apple Device Enrolment Program support to enable automated enrolment and configuration of Supplier Devices onto the Customer's device management platform.

Req. ID	Name	Description
MS-021	Supplier Device Charger	All Supplier Devices shall include the option to be supplied with or without a suitable United Kingdom power charger.
MS-022	Documentation	All Supplier Devices supplied shall be accompanied by all necessary information, e.g. operation manuals, safety precautions and technical specifications (included with the Supplier Device or provided via links/download as appropriate).
MS-023	Packing & Shipping	Supplier Devices shall be packed, labelled and shipped as agreed with the Customer, which may include shipping to end user addresses, Customer Site addresses and/or addresses of Third Parties (e.g. suppliers working on end user services for the Customer).
MS-024	Device Recycling	The Supplier shall offer a recycling service for Devices that are no longer required by the Customer.
MS-025	Supplier Device Replacement	The Supplier shall provide a Device replacement service for Supplier Devices (e.g. Supplier Device 'dead on arrival', Device failed or Device lost).

3. DATA LINKS AND APNS

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

4. COVERAGE

4.1 General Coverage

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

4.2 Coverage Uplift

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

5. SUPPORT

5.1 Account Management

Req. ID	Name	Description
MS-035	Account Manager	The Supplier shall provide a dedicated Account Manager to act as a primary contact for the Customer.
MS-036	Account Manager Responsibilities	<p>The Supplier's Account Manager shall take responsibility for:</p> <ul style="list-style-type: none"> (a) ensuring the Supplier delivers the Services in accordance with the requirements; (b) investigating service performance, usage or billing queries; (c) assisting the Customer with optimising its use of the Services to minimise costs (e.g. tariff optimisation, ceasing dormant services); (d) receiving and overseeing the delivery of orders raised; (e) advising on service or technology developments of relevance to the Customer; (f) addressing any performance issues or complaints raised; and (g) continual service improvement.

Req. ID	Name	Description
MS-037	Account Management Meetings	The Supplier's Account Manager shall attend monthly account management meetings and service reviews.
MS-038	Cost Centres/ Other Bodies	<p>The Supplier shall support dividing the user base within the account to reflect the needs of different units/cost centres within the Customer and/or the potential provision of services to other bodies related to the Customer or the Greater London Authority.</p> <p>This shall include options for:</p> <ul style="list-style-type: none"> (a) separate access to the Account Manager or a nominated member of the Supplier's account management team; (b) separate access to the Customer Portal, configured to reflect the relevant subset of users; (c) tailored reporting for the relevant subset of users and services consumed; and (d) separate billing.

5.2 Cost Management

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

5.3 Customer Portal

Req. ID	Name	Description
MS-040	Customer Portal	The Supplier shall provide a Customer Portal for individuals authorised by the Customer to access account details.

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

5.4 Support Desk

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

Req. ID	Name	Description
MS-044a	Support Desk – Out of Hours	The Supplier shall provide access to the Support Desk or an alternative support contact facility out of hours (24 hours per day, 7 days per week) for notification, management and reporting on progress of Service Incidents.

5.5 Reporting

Req. ID	Name	Description
MS-045	Monthly Reports	The Supplier shall provide monthly reporting with details of the Services consumed, performance of the Services and costs incurred, including supporting details.
MS-046	Report Breakdown	The reports provided shall support different views of the Services consumed, including: <ul style="list-style-type: none"> (a) overall Customer summary; (b) individual reports for each unit/cost centre; and (c) breakdown by Service and/or applicable tariff.
MS-047	Usage Reporting	Usage reporting information provided shall include: <ul style="list-style-type: none"> (a) number of users / connections in an area (organisational unit/cost centre); (b) overall usage by type of function (i.e. voice / SMS / data); (c) number of active SIMs; (d) highlight of usage that is significantly above average for that area, e.g., reporting of 'top N' users; (e) highlight of usage that is significantly below average usage for that area, or zero usage; (f) highlight of out-of-bundle usage including any premium rate calls or data/messages by individual user/connection where applicable; (g) historical/trend analysis information for variable periods of time; (h) highlighting indicators which may point to irregular user behaviour or service faults; (i) volumes and type of calls or usage by individual user/connection, groups of users/connections, service, location, etc.; and (j) full cost analysis of volumes and type of calls or usage by individual user/connection, groups of users/connections, Service, location, etc.

Req. ID	Name	Description
MS-048	Network Service Performance Reporting	<p>The Supplier shall provide monthly performance reports on key network service parameters within Greater London as experienced by the Customer's users. Performance reports shall include:</p> <ul style="list-style-type: none"> (a) voice call success; (b) SMS success; (c) data performance parameters (e.g. authentication success, average speeds, latency); (d) service outages affecting Customer users, including network services or Data Links; (e) customer service performance measures; and (f) a commentary on key trends or service disruptions during the period.
MS-049	Contract Performance Reporting	<p>The Supplier shall provide monthly contract performance reports, including:</p> <ul style="list-style-type: none"> (a) performance against Service Levels) for the period; (b) summary of Support Desk activities, including incidents raised and resolution; (c) continual service improvement activities; and (d) progress reporting during transition of services.

6. TRANSITION SUPPORT

6.1 Corporate Transition

Req. ID	Name	Description
MS-050	Transition Management	The Supplier shall work with the Customer and Customer-nominated Third Parties to manage the transition of nominated users and the porting of associated phone numbers from the Former Supplier(s) to the Supplier's Services.
MS-051	Transition Manager	The Supplier shall appoint a dedicated project manager to be responsible for the delivery of all transition requirements.
MS-052	Transition Plan	The Supplier shall produce and maintain a Transition Plan in accordance with Schedule 4 (<i>Transition</i>) which covers all aspects of the transition working with each relevant Customer organisation and the nominated contact/project manager identified by the Customer for each workstream.
MS-053	Transition Plan Details	<p>The Transition Plan shall include:</p> <ul style="list-style-type: none"> (a) details of all activities with timelines and milestone dates;

Req. ID	Name	Description
		<p>(b) clear identification of responsibilities and expectations of the Customer, the Customer's existing network supplier(s), end users and any Third Parties;</p> <p>(c) details of the testing to be carried out to validate the transition approach and to confirm successful Transition;</p> <p>(d) user/connection transition details and status (e.g. number, Device, user details/identifier, unit/cost centre, location, services and target tariff, SIM type, transition date);</p> <p>(e) Supplier Device enrolment arrangements where new Supplier Devices are provided;</p> <p>(f) batch contents/sizes, delivery locations, delivery contacts, labelling and configuration; and</p> <p>(g) a communications plan, detailing the information, briefings and support arrangements to be provided in advance of, during and subsequent to the Transition.</p>
MS-054	Transition Updates	The Transition Plan shall be maintained on an ongoing basis during Transition and made available to the Customer on a near real-time basis as transitions are activated.
MS-055	Transition at Exit	The Supplier shall support the porting of numbers and transition of users and services to any Replacement Supplier in time for transition of all users by the end of the Term.

7. ADDITIONAL SERVICES

The parties acknowledge that the Additional Services in this Paragraph 7 may be required by the Customer at its option and the Customer shall notify the Supplier of its decision to avail them in writing.

7.1 Conference Call Facility

Req. ID	Name	Description
MS-063	Conference Calls	The Supplier shall offer a voice conference call facility that supports multiple concurrent conference calls, each including up to one hundred and fifty (150) users.

7.2 Secure Network Access

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

Req. ID	Name	Description
MS-065	Mobile Device Management	The Supplier shall offer a mobile device management solution, including: <ul style="list-style-type: none"> (a) view managed Devices and status; (b) configure and manage security policies; (c) deploy, configure and remove applications; (d) block compromised Devices; and (e) lock/wipe lost or stolen Devices.

7.4 Support Desk Integration

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

7.5 Mobile Voice Recording

Req. ID	Name	Description
MS-068	Mobile Voice Recording	The Supplier shall offer a mobile voice recording service which: <ul style="list-style-type: none"> (a) can be enabled for nominated subscriber numbers to record all voice and text messages associated with that number; and (b) is suitable for compliance with FCA regulations for recording relating to financial products and services.

7.6 Private Telephony Network Integration

Req. ID	Name	Description
MS-069	Private Telephony Network Integration	The Supplier and the Customer shall plan to arrange a meeting between the relevant technical representatives to determine integration.
MS-070	Private Telephony Network Integration – General Access	The Supplier shall offer a facility to enable any users of the Supplier's network (including non-Customer users) to be able to access lines on the Customer's private telephony network by dialling a pre-defined short access code followed by the Customer short number.

8. PRODUCT TERMS

- 8.1 The provision of Additional Services and Optional Services may be subject to additional terms and conditions ("**Product Terms**") provided that:
- 8.1.1 the Product Terms will be clearly communicated to the Customer in writing for review and acceptance as part of the ordering process;
 - 8.1.2 upon acceptance by the Customer the Product Terms will be incorporated into this Agreement and will only apply in respect of the applicable Additional Services or Optional Services ordered; and
 - 8.1.3 in the event of any conflict between the Product Terms and any other terms of this Agreement, the latter shall prevail.

APPENDIX 1 KEY LOCATIONS

[Note to Draft: to be updated to reflect Customer's key locations.]

Main Offices

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

Operational Facilities Buildings

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

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

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

Bus Garages

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

Garage	Address	Postcode
Sutton	Bushey Road, Sutton, Surrey SM1 1QJ	SM1 1QJ
Thornton Heath	719 London Road, Thornton Heath, Surrey CR7 6AU	CR7 6AU
Tolworth	Kingston Road, Surbiton, Surrey KT5 9NU	KT5 9NU
Tolworth	Blenheim Road, Longmead Estate, Epsom, Surrey KT19 9AF	KT19 9AF
Tottenham	Phillip Lane, Tottenham, London N15 4JB	N15 4JB
Tottenham	Leaside Road, Tottenham, London N17 0SG	N17 0SG
Twickenham	Stanley Road, Twickenham, Middlesex TW2 5NP	TW2 5NP
Uxbridge	Bakers Court, Bakers Road, Uxbridge, Middlesex UB8 1RJ	UB8 1RJ
Walthamstow Stadium	2 Walthamstow Avenue, Walthamstow, London E4 8ST	E4 8ST
Walworth	301 Camberwell New Road, London, SE5 0TF	SE5 0TF
Wandsworth	25 Jews Road, Wandsworth, London SW18 1TB	SW18 1TB
Waterloo	6 Cornwall Road, Waterloo, London SE1 8TE	SE1 8TE
Waterside Way	Waterside Way, Off Plough Lane, London SW17 0HB	SW17 0HB
West Ham	Stephenson Street, Canning Town, London E16 4SA	E16 4SA
West Harrow	331a Pinner Road, West Harrow, Middlesex HA1 4HH	HA1 4HH
West Perivale	Unit 12, Perivale Industrial Estate, Horsenden Lane South, Greenford, Middlesex UB6 7RL	UB6 7RL
Westbourne Park	Great Western Road, London W9 3NW	W9 3NW
Willesden	287 High Road, Willesden, London NW10 2JY	NW10 2JY
Willesden Junction	Station Road, Willesden Junction, London NW10 4XB	NW10 4XB
Wood Green	Wood Green Garage, High Road, Wood Green, London N22 7TZ	N22 7TZ

London Stations

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

Station	OS X	OS Y	Latitude	Longitude	Postcode
Becontree	547598	184442	51.53959	0.12688	RM9 4TP
Beddington Lane	529367	167215	51.38924	-0.14214	CR0 4TF
Belgrave Walk	526805	168455	51.40096	-0.1785	CR4 4NY
Bellingham	537702	172399	51.43386	-0.02041	SE6 3BT
Belmont	525500	162098	51.34412	-0.19949	SM2 6BH
Belsize Park	527399	185075	51.55019	-0.16397	NW3 2AL
Belvedere	549498	179197	51.49196	0.152034	DA17 6JW
Bermondsey	534461	179445	51.49796	-0.06433	SE16 4RX
Berrylands	519728	168040	51.39877	-0.28032	KT5 8LT
Bethnal Green	534995	182712	51.52719	-0.05539	E2 0ET
Bethnal Green Rail	534683	182380	51.52428	-0.06001	E2 6JL
Bexley	549399	173502	51.44081	0.148204	DA5 1AQ
Bexleyheath	548294	176000	51.46355	0.133363	DA7 4AA
Bickley	542304	168799	51.40038	0.044304	BR1 2EB
Birkbeck	535297	168996	51.40386	-0.05629	BR3 4TA
Blackfriars	531738	180890	51.51159	-0.103	EC4V 4DD
Blackheath	539604	175961	51.46541	0.008337	SE3 9LE
Blackhorse Lane	534362	166844	51.38475	-0.07053	CR0 6NL
Blackhorse Road	535914	189256	51.58578	-0.03963	E17 6JJ
Blackwall	538394	180649	51.50783	-0.00724	E14 9QB
Bond Street	528497	181053	51.5138	-0.14961	W1C 2HU
Borough	532379	179734	51.50105	-0.0942	SE1 1JX
Boston Manor	516391	178755	51.49577	-0.32475	TW8 9LQ
Bounds Green	529996	191466	51.60703	-0.12418	N11 2EU
Bow Church	537414	182824	51.52762	-0.0205	E3 3AA
Bow Road	537148	182753	51.52704	-0.02436	E3 4DH
Bowes Park	530299	191498	51.60725	-0.11979	N22 8NL
Brent Cross	523905	187927	51.5766	-0.21334	NW11 9UA
Brentford	517462	177864	51.48754	-0.30962	TW8 9LF
Brentwood	559321	193036	51.61361	0.299673	CM14 4EW
Brimsdown	536297	196997	51.65524	-0.03109	EN3 7NA
Brixton	531076	175437	51.46274	-0.11455	SW9 8HE
Brockley	536405	175801	51.46475	-0.03775	SE4 2RW
Bromley North	540395	169699	51.40894	0.017235	BR1 3NN
Bromley South	540431	168705	51.4	0.01736	BR1 1LX
Bromley-by-Bow	538034	182532	51.52484	-0.01168	E3 3BT
Brondebury	524718	184460	51.54526	-0.20284	NW6 7QL
Brondebury Park	524202	183898	51.54033	-0.21047	NW6 6RP
Broxbourne	537407	207240	51.74702	-0.01102	EN10 7AW
Bruce Grove	533758	190115	51.59401	-0.0704	N17 8AD
Buckhurst Hill	541768	193957	51.62658	0.046713	IG9 5ET
Burnham	494007	181378	51.5235	-0.64639	SL1 6JT
Burnt Oak	520303	190728	51.60255	-0.26433	HA8 0LA
Bush Hill Park	533696	195396	51.64148	-0.06928	EN1 1BA
Bushey	511860	195318	51.64554	-0.38472	WD19 4ST
Caledonian Road	530568	184899	51.54789	-0.11836	N7 9BA
Caledonian Road and Barnsbury	530800	184393	51.54328	-0.1152	N1 0SL
Cambridge Heath	534855	183250	51.53206	-0.0572	E2 7NA
Camden Road	529140	184191	51.54185	-0.1392	NW1 9LQ
Camden Town	528920	183976	51.53997	-0.14245	NW1 8NH
Canada Water	535399	179493	51.49817	-0.05081	SE16 7BB
Canary Wharf	537558	180153	51.50358	-0.01947	E14 4QS
Canning Town	539454	181350	51.51387	0.008306	E16 1DQ
Cannon Street	532623	180888	51.51136	-0.09025	EC4N 6AP
Canonbury	532355	184979	51.54819	-0.09257	N1 2PG
Canons Park	518208	191246	51.60765	-0.29439	HA8 6RN
Carpenders Park	511826	193386	51.62819	-0.38583	WD19 7DT
Carshalton	527737	164858	51.36843	-0.1664	SM5 2HT
Carshalton Beeches	527552	163625	51.35739	-0.1695	SM5 3LG
Castle Bar Park	515853	181770	51.52297	-0.3315	W7 1AY
Caterham	534099	155422	51.28216	-0.07861	CR3 6LB
Catford	537245	173544	51.44426	-0.02654	SE6 4XT
Catford Bridge	537363	173595	51.44469	-0.02482	SE6 4RE
Centrale	532067	165785	51.37577	-0.10389	CR0 1XT
Chadwell Heath	547646	187611	51.56805	0.128901	RM6 4BE
Chafford Hundred	558922	178770	51.48555	0.287476	RM16 6QQ
Chalfont and Latimer	499610	197550	51.66791	-0.56107	HP7 9PR

Station	OS X	OS Y	Latitude	Longitude	Postcode
Chalk Farm	528126	184421	51.54415	-0.15373	NW3 2BP
Chancery Lane	531096	181642	51.51849	-0.11196	WC1V 6DR
Charing Cross	530234	180492	51.50836	-0.1248	WC2N 5HS
Charlton	541108	178387	51.48684	0.030942	SE7 7AB
Cheam	524444	163334	51.35546	-0.21421	SM3 8RZ
Chelsfield	546944	164021	51.35626	0.108984	BR6 6EU
Chesham	496048	201650	51.70538	-0.61143	HP5 1DH
Cheshunt	536652	202307	51.70287	-0.02389	EN8 9AQ
Chessington North	518415	164168	51.36424	-0.30048	KT9 2RT
Chessington South	517974	163319	51.3567	-0.30709	KT9 2DD
Chigwell	543835	193045	51.61786	0.076179	IG7 6NT
Chingford	539173	194628	51.63325	0.009514	E4 6AL
Chipstead	527689	158275	51.30927	-0.16945	CR5 3TD
Chislehurst	543205	169405	51.4056	0.057492	BR7 5NN
Chiswick	520438	177182	51.48078	-0.26701	W4 2QE
Chiswick Park	520352	178692	51.49437	-0.26774	W4 5NE
Chorleywood	502596	196092	51.65427	-0.51833	WD3 5ND
Church Street	532041	165555	51.37371	-0.10435	CR0 1RN
City Thameslink	531688	181150	51.51393	-0.10362	EC4M 7JH
Clapham Common	529428	175291	51.4618	-0.13831	SW4 7AJ
Clapham High Street	529824	175709	51.46547	-0.13246	SW4 6DQ
Clapham Junction	527198	175520	51.46437	-0.17032	SW11 2QP
Clapham North	530003	175652	51.46492	-0.12991	SW4 7TS
Clapham South	528782	174259	51.45268	-0.14798	SW12 9DU
Clapton	534748	186531	51.56157	-0.05749	E5 9JP
Clock House	536367	169545	51.40854	-0.0407	BR3 4PR
Cockfosters	528087	196424	51.65202	-0.14992	EN4 0DZ
Colindale	521295	189937	51.59523	-0.25029	NW9 5HR
Colliers Wood	526831	170436	51.41876	-0.17742	SW19 2HR
Coombe Lane	535201	164089	51.35979	-0.05953	CR0 5RF
Coulsdon South	529869	159056	51.3158	-0.1379	CR5 3EA
Coulsdon Town	530098	159802	51.32245	-0.13435	CR5 2JA
Covent Garden	530242	180982	51.51276	-0.12451	WC2E 9JT
Crayford	551479	174424	51.44855	0.178503	DA1 3PY
Crews Hill	530973	200109	51.68447	-0.10684	EN2 8AY
Cricklewood	524009	185907	51.55842	-0.21255	NW2 1HL
Crofton Park	536517	174739	51.45518	-0.03655	SE4 2RA
Crossharbour and London Arena	537896	179301	51.49584	-0.01493	E14 8AD
Crouch Hill	530586	187508	51.57133	-0.11713	N4 4AU
Croxley	507921	195395	51.647	-0.4416	WD3 3DY
Crystal Palace	534120	170557	51.41817	-0.07261	SE19 2AZ
Custom House	540679	180911	51.50962	0.025773	E16 3BX
Cutty Sark for Maritime Greenwich	538240	177764	51.48194	-0.01058	SE10 9SW
Cyprus	543324	180863	51.50853	0.063841	E6 5PH
Dagenham Dock	548900	183000	51.52629	0.145031	RM9 6RA
Dagenham East	550284	185033	51.54419	0.165833	RM10 8AA
Dagenham Heathway	549035	184665	51.54121	0.14768	RM9 5AN
Dalston Junction	533580	184778	51.54609	-0.07499	E8 3DL
Dalston Kingsland	533487	185062	51.54867	-0.07623	E8 2JS
Debden	544275	196133	51.64549	0.083801	IG10 3TG
Denmark Hill	532697	176087	51.4682	-0.09099	SE5 8BB
Deptford	537165	177395	51.47889	-0.0262	SE8 3NU
Deptford Bridge	537466	176912	51.47448	-0.02205	SE10 8BU
Devons Road	537603	182233	51.52226	-0.01801	E3 3QX
Dollis Hill	522207	185132	51.55185	-0.2388	NW10 5NB
Drayton Green	516002	180998	51.516	-0.32961	W13 0JX
Drayton Park	531426	185499	51.55308	-0.10577	N5 1NT
Dundonald Road	524741	170233	51.4174	-0.20753	SW19 3QJ
Ealing Broadway	517920	180915	51.51486	-0.30201	W5 2NU
Ealing Common	518963	180426	51.51025	-0.28715	W5 3LD
Earls Court	525457	178480	51.49136	-0.19431	SW5 9QA
Earlsfield	526081	173030	51.44224	-0.18727	SW18 4SW
East Acton	521656	181159	51.51626	-0.24811	W12 0BP
East Croydon	532904	165801	51.37572	-0.09186	CR0 1LF
East Dulwich	533449	175375	51.46163	-0.08044	SE22 8EF
East Finchley	527242	189204	51.58733	-0.16474	N2 0NW
East Ham	542373	184255	51.53925	0.051516	E6 2JA

Station	OS X	OS Y	Latitude	Longitude	Postcode
East India	538729	180753	51.50868	-0.00237	E14 9PS
East Putney	524387	174840	51.45888	-0.211	SW15 6SN
Eastcote	511191	187627	51.57655	-0.39682	HA5 1QZ
Eden Park	537396	167598	51.3908	-0.02667	BR3 3HQ
Edgware	519527	192009	51.61423	-0.27509	HA8 7AW
Edgware Road (Bakerloo)	527026	181778	51.52065	-0.17054	W2 1DY
Edgware Road (Circle/District/Hammersmith and City)	527227	181711	51.52	-0.16767	NW1 5DH
Edmonton Green	534273	193590	51.62512	-0.06164	N9 9DX
Elephant and Castle	531940	179144	51.49585	-0.10074	SE1 6LW
Elm Park	552446	185647	51.54912	0.197253	RM12 4RW
Elmers End	535788	168389	51.39829	-0.04946	BR3 4EJ
Elmstead Woods	542247	170656	51.41708	0.044229	BR7 5EW
Elstree and Borehamwood	519098	196299	51.65288	-0.27983	WD6 3LS
Eltham	542690	174962	51.45566	0.052329	SE9 6UB
Elverson Road	537848	176243	51.46837	-0.01682	SE8 4LA
Embankment	530406	180380	51.50731	-0.12237	WC2N 6NS
Emerson Park	553971	187918	51.56912	0.220223	RM11 2JR
Enfield Chase	532181	196607	51.65272	-0.0907	EN2 7AA
Enfield Lock	536437	198737	51.67085	-0.02839	EN3 6BW
Enfield Town	532970	196544	51.65197	-0.07933	EN1 1YB
Epping	546197	201552	51.69369	0.113826	CM16 4HW
Epsom Downs	522805	159756	51.32366	-0.23897	KT17 4JX
Erith	551075	178096	51.48165	0.174261	DA8 1TY
Essex Road	532114	184132	51.54063	-0.09637	N1 2SU
Euston	529587	182735	51.52866	-0.1333	NW1 2DU
Euston Square	529587	182735	51.52866	-0.1333	NW1 2BN
Ewell East	522571	162152	51.34524	-0.2415	KT17 1QR
Ewell West	521473	162654	51.34999	-0.25709	KT17 1TU
Fairlop	544902	190655	51.59611	0.090593	IG6 3HD
Falconwood	544498	175394	51.45909	0.07851	SE9 2RN
Farringdon	531585	181844	51.5202	-0.10484	EC1M 6BY
Feltham	510601	173298	51.44788	-0.40982	TW13 4BY
Fenchurch Street	533434	180932	51.51157	-0.07855	EC3M 4AJ
Fieldway	537665	163212	51.35132	-0.0245	CR0 OQA
Finchley Central	525232	190664	51.6009	-0.19322	N3 2RY
Finchley Road	526293	184703	51.5471	-0.18005	NW6 3BS
Finchley Road and Frognal	526035	185033	51.55012	-0.18365	NW3 5HT
Finsbury Park	531385	186784	51.56464	-0.10588	N4 3JU
Forest Gate	540447	185322	51.54932	0.024189	E7 0QH
Forest Hill	535398	172943	51.43931	-0.05333	SE23 3HD
Fulham Broadway	525402	177244	51.48026	-0.19554	SW6 1BY
Fulwell	514832	171841	51.43394	-0.34944	TW2 5NY
Gallions Reach	543873	180935	51.50903	0.071775	E6 6FZ
Gants Hill	543266	188432	51.57655	0.066084	IG2 6UD
George Street	532432	165594	51.37397	-0.09872	CRO 1LA
Gidea Park	552941	189306	51.58187	0.205977	RM2 6BX
Gipsy Hill	533321	171237	51.42447	-0.08384	SE19 1PL
Gloucester Road	526196	178848	51.4945	-0.18354	SW7 4SF
Golders Green	525199	187471	51.57222	-0.19483	NW11 7RN
Goldhawk Road	523131	179616	51.50208	-0.2274	W12 8EG
Goodge Street	529505	181837	51.52061	-0.13481	W1T 2HF
Goodmayes	546462	187369	51.56618	0.11173	IG3 9UH
Gordon Hill	531889	197799	51.6635	-0.09447	EN2 0QU
Gospel Oak	528263	185677	51.55541	-0.1513	NW5 1LT
Grange Hill	544963	192590	51.61348	0.092273	IG7 5QB
Grange Park	531753	195472	51.64262	-0.09731	N21 1RE
Gravel Hill	536359	163536	51.35454	-0.04312	CR0 5BJ
Great Portland Street	528861	182174	51.52379	-0.14396	W1W 5PP
Green Park	529012	180283	51.50676	-0.14248	W1J 7BX
Greenford	514808	183861	51.54198	-0.34588	UB6 8PR
Greenwich	537956	177267	51.47755	-0.01486	SE10 8JQ
Grove Park	540702	172099	51.43043	0.022599	SE12 0PW
Gunnersbury	519843	178401	51.49186	-0.27516	W4 5RP
Hackbridge	528582	165929	51.37786	-0.15388	SM6 7BJ
Hackney Central	534922	184943	51.54726	-0.05559	E8 1LL
Hackney Downs	534598	185137	51.54908	-0.06019	E8 1LA
Hackney Wick	537036	184588	51.54356	-0.02526	E9 5ER

Station	OS X	OS Y	Latitude	Longitude	Postcode
Hadley Wood	526197	198199	51.6684	-0.17658	EN4 0EJ
Haggerston	533560	183953	51.53868	-0.0756	E8 4DY
Hainault	545124	191411	51.60285	0.094109	IG6 3BD
Hammersmith (District)	523474	178483	51.49182	-0.22286	W6 9YA
Hammersmith (Met.)	523346	178665	51.49348	-0.22464	W6 0ED
Hampstead	526408	185757	51.55654	-0.17801	NW3 1QG
Hampstead Heath	527344	185631	51.5552	-0.16457	NW3 2QD
Hampton	513299	169797	51.41588	-0.37214	TW12 2HU
Hampton Court	515376	168332	51.40229	-0.34276	KT8 9AE
Hampton Wick	517407	169752	51.41464	-0.3131	KT1 4DQ
Hanger Lane	518506	182621	51.53007	-0.293	W5 1DL
Hanwell	515426	180560	51.51219	-0.33805	W7 3EB
Harlesden	520952	183367	51.53626	-0.2575	NW10 8UT
Harold Wood	554858	190626	51.5932	0.234204	RM3 0BL
Harringay	531395	188200	51.57736	-0.10521	N4 1RW
Harringay Green Lanes	531880	188189	51.57715	-0.09822	N4 2NU
Harrington Road	535002	168535	51.39979	-0.0607	SE25 4NF
Harrow and Wealdstone	515486	189508	51.59259	-0.33425	HA3 7RF
Harrow-on-the-Hill	515329	188035	51.57939	-0.337	HA1 1BB
Hatch End	513024	191370	51.60983	-0.36918	HA5 5LZ
Hatton Cross	509614	175369	51.46668	-0.42338	TW6 3PF
Haydons Road	526012	171161	51.42546	-0.18893	SW19 8SL
Hayes	540003	165993	51.37574	0.010143	BR2 7EN
Hayes and Harlington	509717	179417	51.50305	-0.42064	UB3 4BX
Headstone Lane	513892	190574	51.6025	-0.35691	HA2 6NB
Heathrow Terminal 4	507939	174565	51.45978	-0.44773	TW6 3AA
Heathrow Terminal 5	504934	175642	51.47002	-0.49065	TW6 2GA
Heathrow Terminals 1 2 3	507587	175838	51.47129	-0.45241	TW6 1EB
Hendon	522143	188271	51.58007	-0.23863	NW4 4PT
Hendon Central	522959	188631	51.58313	-0.22673	NW4 3AS
Herne Hill	531934	174486	51.45399	-0.10256	SE24 0JW
Heron Quays	537386	180127	51.50339	-0.02195	E14 4JH
High Barnet	525027	196310	51.65169	-0.19417	EN5 5RP
High Street Kensington	525622	179527	51.50073	-0.19157	W8 5SA
Highams Park	538581	191841	51.60836	-0.00014	E4 9LA
Highbury and Islington	531562	184770	51.5465	-0.10408	N1 1SE
Highgate	528503	188158	51.57765	-0.14693	N6 5BH
Hillingdon	507567	185015	51.55378	-0.4499	UB10 9NR
Hither Green	538997	174497	51.4524	-0.00097	SE13 5NF
Holborn	530553	181488	51.51724	-0.11984	WC2B 6AA
Holland Park	524564	180215	51.50715	-0.20656	W11 3RB
Holloway Road	530930	185457	51.55282	-0.11294	N7 8HS
Homerton	536108	184901	51.5466	-0.03851	E9 5SD
Honor Oak Park	536002	174221	51.45065	-0.04415	SE23 3LE
Hornchurch	553931	186274	51.55436	0.218927	RM12 6LS
Hornsey	530911	189202	51.58647	-0.11182	N8 8SE
Hounslow	513902	174998	51.4625	-0.3618	TW3 3DL
Hounslow Central	513592	175928	51.47093	-0.36596	TW3 1JG
Hounslow East	514327	176254	51.47371	-0.35528	TW3 4AB
Hounslow West	512215	176140	51.47311	-0.38571	TW3 3DH
Hoxton	533582	183142	51.53139	-0.07559	E2 8HR
Hyde Park Corner	528330	179801	51.50258	-0.15247	SW1X 7LY
Ickenham	508127	185811	51.56082	-0.44158	UB10 8PD
Ilford	543501	186501	51.55914	0.068685	IG1 4DU
Imperial Wharf	526299	176674	51.47494	-0.18284	SW6 2HA
Island Gardens	538228	178432	51.48795	-0.01049	E14 3FA
Isleworth	515570	176430	51.47504	-0.33733	TW7 4BX
Iver	503729	179898	51.5085	-0.50674	SL0 9AU
Kenley	532400	160100	51.3246	-0.10122	CR8 5JA
Kennington	531660	178337	51.48866	-0.10507	SE11 4JQ
Kensal Green	523241	182784	51.53052	-0.22471	NW10 5JT
Kensal Rise	523501	183201	51.53421	-0.22082	NW10 3NT
Kensington (Olympia)	524324	179178	51.49788	-0.21038	W14 0NE
Kent House	535999	170000	51.41272	-0.04582	BR3 1JF
Kentish Town	529029	185096	51.55001	-0.14047	NW5 2AA
Kentish Town West	528603	184700	51.54655	-0.14676	NW5 3LD
Kenton	516833	188304	51.5815	-0.31522	HA3 0XS

Station	OS X	OS Y	Latitude	Longitude	Postcode
Kew Bridge	518898	178172	51.49	-0.28885	TW8 0EF
Kew Gardens	519173	176708	51.47679	-0.28538	TW9 3PZ
Kidbrooke	540999	175697	51.46269	0.0283	SE3 9NF
Kilburn	524589	184644	51.54694	-0.20463	NW6 7QL
Kilburn High Road	525553	183591	51.53727	-0.19111	NW6 7QL
Kilburn Park	525361	183349	51.53514	-0.19397	NW6 5AD
King George V	543231	180135	51.50201	0.062206	E16 2JF
King Henry's Drive	537978	162558	51.34536	-0.02026	CR0 0LH
King's Cross	530312	182991	51.5308	-0.12276	N1 9AL
Kings Cross St. Pancras	530236	182935	51.53031	-0.12387	N1 9AL
Kingsbury	519361	188739	51.58488	-0.2786	NW9 9EG
Kingston	518244	169549	51.41264	-0.30114	KT1 1UJ
Kingswood	524816	156585	51.29472	-0.21123	KT20 6EN
Knightsbridge	527765	179650	51.50135	-0.16066	SW3 1ED
Knockholt	548499	162896	51.34575	0.130831	TN14 7HR
Ladbroke Grove	524284	181328	51.51721	-0.2102	W10 6HJ
Ladywell	537716	174884	51.45619	-0.01924	SE13 7XB
Lambeth North	531165	179489	51.49913	-0.11177	SE1 7XG
Lancaster Gate	526711	180796	51.51189	-0.17543	W2 4QH
Langdon Park	537807	181863	51.51888	-0.01521	E14 6NW
Langley	501299	179800	51.50806	-0.54177	SL3 6DB
Latimer Road	523789	180954	51.51396	-0.21746	W10 6SZ
Lea Bridge	536175	187133	51.56664	-0.03668	E10 7PG
Lebanon Road	533385	165756	51.3752	-0.08497	CR0 6SF
Lee	540002	174197	51.44946	0.013365	SE12 9JG
Leicester Square	529987	180812	51.51129	-0.12824	WC2H 0AP
Lewisham	538163	175863	51.46488	-0.01243	SE13 7RY
Leyton	538295	186244	51.55813	-0.00647	E10 5PS
Leyton Midland Road	538150	187490	51.56936	-0.00807	E10 6JT
Leytonstone	539345	187429	51.56852	0.00914	E11 1HE
Leytonstone High Road	539298	186903	51.56381	0.008254	E11 4RE
Limehouse	536150	181087	51.51231	-0.03938	E14 7JD
Liverpool Street	533160	181596	51.5176	-0.08225	EC2M 7PR
Lloyd Park	533711	164549	51.36428	-0.08075	CR0 5RA
London Bridge	532937	180152	51.50467	-0.08601	SE1 2SW
London City Airport	542231	180294	51.50369	0.047873	E16 2DS
London Fields	534795	184212	51.54072	-0.0577	E8 3PH
Loughborough Junction	531902	175897	51.46668	-0.1025	SW9 8SA
Loughton	542314	195641	51.64157	0.055279	IG10 4PD
Lower Sydenham	536831	171372	51.42485	-0.03333	SE26 5AU
Maida Vale	525967	182792	51.52999	-0.18543	W9 1JS
Maidenhead	488724	180745	51.51867	-0.72267	SL6 1EW
Malden Manor	521101	166497	51.38461	-0.26112	KT3 5PN
Manor House	532074	187482	51.57075	-0.09568	N4 1BZ
Manor Park	541929	185757	51.55285	0.045724	E12 5EP
Mansion House	532347	180962	51.51209	-0.0942	EC4N 6JD
Marble Arch	527875	181056	51.51397	-0.15857	W1C 2JS
Maryland	539175	184881	51.54567	0.005682	E15 1SA
Marylebone	527510	181985	51.5224	-0.16349	NW1 6JJ
Maze Hill	539194	177909	51.48301	0.003205	SE10 9XG
Meridian Water	535062	191741	51.60831	-0.05096	N18 3HF
Merton Park	525182	169798	51.41339	-0.20134	SW19 3HA
Mile End	536577	182545	51.52531	-0.03267	E3 4DH
Mill Hill Broadway	521300	191900	51.61287	-0.24954	NW7 2JU
Mill Hill East	524057	191460	51.60832	-0.2099	NW7 1BS
Mitcham	527345	168082	51.39749	-0.17087	CR4 4BD
Mitcham Eastfields	528488	169323	51.40838	-0.154	CR4 2ND
Mitcham Junction	528292	167611	51.39304	-0.15744	CR4 4HN
Monument	532907	180814	51.51063	-0.08619	EC4R 9AA
Moor Park	508563	193509	51.62993	-0.43291	HA6 2JQ
Moorgate	532688	181677	51.51844	-0.08902	EC2M 6TX
Morden	525664	168563	51.40219	-0.19485	SM4 5AZ
Morden Road	525788	169310	51.40887	-0.19281	SW19 3BX
Morden South	525301	167900	51.39631	-0.2003	SM4 5AN
Mornington Crescent	529193	183359	51.53436	-0.13874	NW1 2JA
Mortlake	520458	175779	51.46817	-0.2672	SW14 8LN
Motspur Park	522581	167724	51.39532	-0.23944	KT3 6JJ

Station	OS X	OS Y	Latitude	Longitude	Postcode
Mottingham	542600	173197	51.43983	0.050324	SE9 4EN
Mudchute	537908	178789	51.49124	-0.01496	E14 9UW
Neasden	521415	185422	51.55463	-0.25012	NW10 1PH
New Addington	538187	162255	51.34259	-0.01738	CR0 0DE
New Barnet	526502	195996	51.64854	-0.17297	EN5 1QT
New Beckenham	536718	170463	51.41671	-0.0353	BR3 1QW
New Cross	536750	177110	51.47643	-0.03228	SE14 6LD
New Cross Gate	536250	176967	51.47526	-0.03953	SE14 6AR
New Eltham	544005	172999	51.43769	0.070445	SE9 2AB
New Malden	521392	168612	51.40356	-0.25622	KT3 4PX
New Southgate	528672	192218	51.61409	-0.14301	N11 1QH
Newbury Park	544947	188378	51.57564	0.090303	IG2 7RN
Nine Elms	530058	177332	51.48	-0.1285	SW8 2NA
Norbiton	519424	169495	51.41191	-0.2842	KT2 7AZ
Norbury	530650	169690	51.41119	-0.1228	SW16 3RW
North Acton	520831	181937	51.52343	-0.25973	W3 6UP
North Dulwich	532950	174567	51.45448	-0.08792	SE21 7BX
North Ealing	518816	181243	51.51762	-0.28899	W5 3AF
North Greenwich	539168	179827	51.50026	0.003586	SE10 0PH
North Harrow	513540	188578	51.58463	-0.36263	HA2 7SR
North Sheen	519132	175442	51.46542	-0.2864	TW9 4QA
North Wembley	517663	186198	51.5624	-0.30395	HA0 3NT
Northfields	517051	179296	51.50049	-0.31506	W13 9QU
Northolt	513228	184519	51.54821	-0.36844	UB5 4AA
Northolt Park	513829	185579	51.55762	-0.35943	UB5 4XE
Northumberland Park	534861	191035	51.60202	-0.05413	N17 0HY
Northwick Park	516634	187967	51.57851	-0.3182	HA3 0AT
Northwood	509236	191441	51.61121	-0.42384	HA6 2XL
Northwood Hills	510267	190305	51.6008	-0.40931	HA6 1NZ
Norwood Junction	534001	168193	51.39695	-0.07521	SE25 5AG
Notting Hill Gate	525296	180481	51.50938	-0.19592	W11 3HT
Nunhead	535293	175975	51.46658	-0.05368	SE15 3XE
Oakleigh Park	527001	194800	51.63768	-0.16619	EN5 1BU
Oakwood	529349	195968	51.64764	-0.13185	N14 4UT
Ockendon	559004	182828	51.52199	0.290483	RM15 6PD
Old Street	532764	182474	51.52558	-0.08762	EC1V 9NR
Orpington	545500	165900	51.37352	0.089029	BR6 0SX
Osterley	514529	177094	51.48122	-0.3521	TW7 4PU
Oval	531108	177516	51.48141	-0.11332	SE11 4PP
Oxford Circus	529102	181227	51.51522	-0.14084	W1C 2JS
Paddington	526680	181185	51.51539	-0.17574	W2 1RH
Palmers Green	530925	192798	51.61879	-0.11027	N13 4PN
Park Royal	519074	182274	51.52683	-0.28493	W5 3EL
Parsons Green	525029	176645	51.47496	-0.20112	SW6 4HU
Peckham Rye	534152	176271	51.46951	-0.06998	SE15 5DQ
Penge East	535374	170791	51.41998	-0.0545	SE20 7BQ
Penge West	534952	170567	51.41806	-0.06065	SE20 8NU
Perivale	516404	183270	51.53634	-0.32307	UB6 7NP
Petts Wood	544440	167548	51.3886	0.07448	BR5 1LZ
Phipps Bridge	526534	168717	51.40338	-0.1823	CR4 3QN
Piccadilly Circus	529612	180625	51.5097	-0.13371	W1J 9HS
Pimlico	529711	178386	51.48955	-0.13311	SW1V 2JA
Pinner	512233	189409	51.59236	-0.38122	HA5 5LZ
Plaistow	540058	183305	51.53129	0.017781	E13 0DY
Plumstead	544803	178820	51.48979	0.0843	SE18 7EA
Ponders End	536097	195599	51.64273	-0.03453	EN3 4LA
Pontoon Dock	541226	180102	51.50222	0.033326	E16 2SB
Poplar	537698	180603	51.50759	-0.01728	E14 0DS
Preston Road	518260	187292	51.5721	-0.29497	HA3 0PS
Prince Regent	541215	180905	51.50943	0.033489	E16 3HE
Pudding Mill Lane	537930	183585	51.53433	-0.01277	E15 2PH
Purfleet	555417	178174	51.48117	0.236775	RM16 1PL
Purley	531500	161497	51.33736	-0.11361	CR8 2AP
Purley Oaks	532503	162594	51.34699	-0.09882	CR2 0ND
Putney	523992	175061	51.46095	-0.2166	SW15 1RT
Putney Bridge	524476	175842	51.46786	-0.20937	SW6 3UH
Queens Park	524612	183239	51.53431	-0.2048	NW6 6HJ

Station	OS X	OS Y	Latitude	Longitude	Postcode
Queens Road Peckham	535015	176825	51.47428	-0.05735	SE15 2JR
Queensbury	518802	189728	51.59388	-0.28633	HA8 5NP
Queenstown Road	528763	176738	51.47496	-0.14736	SW8 3RX
Queensway	525883	180615	51.51045	-0.18742	W2 4SS
Rainham	552097	182099	51.51734	0.190692	RM13 9YH
Ravensbourne	538699	170201	51.41387	-0.00694	BR3 5HE
Ravenscourt Park	522558	178711	51.49407	-0.23597	W6 0UG
Rayners Lane	512979	187538	51.5754	-0.37106	HA5 5EG
Raynes Park	523206	169303	51.40937	-0.22991	SW20 8NE
Reading	471527	173813	51.45878	-0.97188	RG1 1LZ
Rectory Road	534001	186199	51.55876	-0.06839	N16 7QB
Redbridge	541833	188371	51.57637	0.045394	IG4 5BG
Reedham	530835	160821	51.33144	-0.1234	CR8 2DG
Reeves Corner	531895	165726	51.37528	-0.10638	CR0 1XP
Regents Park	528765	182174	51.52381	-0.14534	NW1 5HA
Richmond	518072	175174	51.46323	-0.30174	TW9 2AZ
Rickmansworth	505717	194605	51.64032	-0.47368	WD3 1QY
Riddlesdown	532497	161001	51.33267	-0.09949	CR8 1HN
Roding Valley	541612	192882	51.61696	0.044026	IG9 6LN
Romford	551377	188455	51.57464	0.183055	RM1 1SX
Rotherhithe	535239	179870	51.50159	-0.05297	SE16 4LF
Royal Albert	542029	180823	51.50849	0.045177	E16 2QD
Royal Oak	525764	181485	51.51829	-0.18882	W2 6ET
Royal Victoria	540139	180833	51.50906	0.017965	E16 1DE
Ruislip	509510	187102	51.57216	-0.42123	HA4 8LD
Ruislip Gardens	510367	185763	51.55996	-0.40929	HA4 6LG
Ruislip Manor	510088	187258	51.57345	-0.41285	HA4 9AA
Russell Square	530207	182122	51.52301	-0.12459	WC1N 1LG
Sanderstead	532855	162743	51.34825	-0.09371	CR2 0PL
Sandilands	533869	165749	51.37502	-0.07803	CR0 5PN
Selhurst	532993	167636	51.39219	-0.0899	SE25 6LL
Seven Kings	545401	187095	51.56399	0.09632	IG3 8RE
Seven Sisters	533646	188927	51.58336	-0.07247	N15 5LA
Shadwell	534936	180942	51.5113	-0.05692	E1 2QE
Shenfield	561356	195022	51.63087	0.329952	CM15 8JD
Shepherds Bush	523741	179904	51.50453	-0.21852	W12 8LH
Shepherds Bush Market	523121	180039	51.50588	-0.2274	W12 7JD
Shoreditch High Street	533501	182258	51.52347	-0.07709	E1 6AW
Shortlands	539399	169300	51.4056	0.002768	BR2 0JA
Sidcup	546300	172698	51.4344	0.103315	DA15 7AW
Silver Street	533544	192472	51.61524	-0.07259	N18 1QX
Slade Green	552250	176584	51.46775	0.190518	DA8 2NX
Sloane Square	528080	178657	51.49236	-0.15649	SW1W 8BB
Slough	497838	180157	51.51188	-0.59152	SL1 1XW
Snaresbrook	540161	188828	51.58089	0.021464	E11 1QE
South Acton	520166	179279	51.49969	-0.27022	W3 0DS
South Bermondsey	535156	178319	51.48768	-0.05475	SE16 2PL
South Croydon	532896	164358	51.36275	-0.09252	CR2 7PA
South Ealing	517605	179437	51.50164	-0.30704	W5 4QB
South Greenford	515462	182991	51.53403	-0.33674	UB6 2WE
South Hampstead	526425	184081	51.54148	-0.17837	NW8 0DJ
South Harrow	514334	186376	51.56468	-0.35189	HA2 8HN
South Kensington	526865	178817	51.49407	-0.17392	SW7 2NB
South Kenton	517350	187153	51.57104	-0.30814	HA9 8QT
South Merton	524917	168662	51.40324	-0.20555	SW20 9JT
South Quay	537636	179853	51.50086	-0.01846	E14 9SH
South Ruislip	511080	185437	51.55689	-0.39912	HA4 6TP
South Tottenham	533697	188599	51.5804	-0.07186	N15 6ND
South Wimbledon	525828	170033	51.41536	-0.19197	SW19 1DE
South Woodford	540577	190026	51.59155	0.027943	E18 1JJ
Southall	512620	179804	51.50596	-0.37871	UB2 4AA
Southbury	534803	196199	51.64843	-0.05298	EN3 4HW
Southfields	524730	173291	51.44488	-0.20661	SW18 5RJ
Southgate	529675	194278	51.63238	-0.12777	N14 5BH
Southwark	531566	180025	51.50385	-0.10579	SE1 8NW
St Helier	525408	167191	51.38991	-0.19901	SM4 6SF
St James Street	536402	188694	51.58061	-0.0328	E17 7PJ

Station	OS X	OS Y	Latitude	Longitude	Postcode
St Johns	537400	176298	51.46898	-0.02324	SE8 4EW
St Margarets	516732	174250	51.45521	-0.32132	TW1 2LH
St Mary Cray	546698	168298	51.39476	0.107218	BR5 3SN
St Pancras	530122	182959	51.53055	-0.12551	NW1 2QP
St. James's Park	529629	179503	51.49961	-0.13388	SW1H 0BD
St. Johns Wood	526742	183352	51.53485	-0.17406	NW8 6DN
St. Pauls	532105	181261	51.51484	-0.09757	EC2V 6AA
Stamford Brook	521913	178738	51.49445	-0.24525	W6 0SB
Stamford Hill	533381	187928	51.57445	-0.07667	N16 5AG
Stanmore	517574	192569	51.61967	-0.3031	HA7 4PD
Star Lane	539148	182091	51.5206	0.004191	E16 4SR
Stepney Green	535566	182149	51.522	-0.04738	E1 4AQ
Stockwell	530473	176470	51.47216	-0.12285	SW9 9AE
Stoke Newington	533710	186845	51.56464	-0.07234	N16 6YA
Stonebridge Park	519690	184197	51.54399	-0.2754	NW10 0RW
Stoneleigh	522021	164155	51.36336	-0.24871	KT17 2JA
Stratford	538533	184421	51.54169	-0.00375	E15 1AZ
Stratford High Street	538729	184032	51.53815	-0.00108	E15 3PA
Stratford International	538175	184758	51.54481	-0.00878	E15 2LZ
Strawberry Hill	515500	172502	51.43975	-0.33962	TW1 4PP
Streatham	529946	171303	51.42585	-0.13233	SW16 6HP
Streatham Common	529729	170534	51.41898	-0.13573	SW16 5NT
Streatham Hill	530233	172714	51.43846	-0.12768	SW2 4PA
Sudbury and Harrow Road	516853	185300	51.55449	-0.31593	HA0 2HA
Sudbury Hill	515427	185584	51.55734	-0.33639	HA1 3RA
Sudbury Hill Harrow	515490	185697	51.55834	-0.33545	HA1 3RJ
Sudbury Town	516832	184955	51.5514	-0.31634	HA0 2LA
Sundridge Park	540599	170200	51.41339	0.020365	BR1 3TR
Surbiton	518070	167315	51.3926	-0.30438	KT6 4PE
Surrey Quays	535641	178954	51.49327	-0.04753	SE16 2UE
Sutton	526028	163823	51.35951	-0.1913	SM1 1JA
Sutton Common	525593	165598	51.37555	-0.19692	SM1 3HY
Swiss Cottage	526611	184259	51.54303	-0.17563	NW3 6HY
Sydenham	535311	171609	51.42734	-0.05509	SE26 5EU
Sydenham Hill	533548	172145	51.43258	-0.08023	SE21 7HW
Syon Lane	516306	177163	51.48147	-0.3265	TW7 5NT
Tadworth	523097	156199	51.29163	-0.23601	KT20 5SP
Taplow	491579	181340	51.52356	-0.68138	SL6 0NU
Tattenham Corner	522593	158140	51.30918	-0.24257	KT18 5PR
Teddington	516019	170817	51.4245	-0.33271	TW11 9AA
Temple	530995	180810	51.51104	-0.11373	WC2R 2PH
Thames Ditton	515721	166818	51.38862	-0.33829	KT7 0PA
Theobalds Grove	535933	201119	51.69237	-0.03475	EN8 7BG
Therapia Lane	530290	166843	51.38569	-0.12902	CR0 3DD
Theydon Bois	545509	199180	51.67255	0.102891	CM16 7EU
Thornton Heath	532242	168317	51.39848	-0.10043	CR7 8RX
Tolworth	519834	165603	51.37684	-0.27962	KT5 9NU
Tooting	527969	170591	51.4199	-0.161	SW17 9JR
Tooting Bec	528015	172366	51.43584	-0.1597	SW17 9AH
Tooting Broadway	527415	171373	51.42705	-0.16868	SW17 0SU
Tottenham Court Road	529774	181354	51.51621	-0.13111	W1D 2DA
Tottenham Hale	534483	189465	51.588	-0.06019	N17 9LR
Totteridge and Whetstone	526111	193951	51.63025	-0.17935	N20 9QP
Tower Gateway	533725	180809	51.51039	-0.07441	EC3N 1JL
Tower Hill	533566	180805	51.51039	-0.0767	EC3N 4DJ
Tufnell Park	529200	185816	51.55644	-0.13774	N19 5QB
Tulse Hill	531797	172903	51.4398	-0.10512	SE27 9BW
Turkey Street	535129	198903	51.67265	-0.04723	EN3 5TT
Turnham Green	521267	178804	51.49518	-0.25452	W4 1LR
Turnpike Lane	531524	189650	51.59036	-0.10281	N15 3NX
Twickenham	516221	173687	51.45025	-0.32886	TW1 1BD
Twyford	479041	175787	51.47553	-0.86331	RG10 9NA
Upminster	556167	186833	51.55876	0.251401	RM14 2TD
Upminster Bridge	555002	186681	51.55772	0.234542	RM12 6PL
Upney	545844	184260	51.53841	0.101532	IG11 9LS
Upper Holloway	529778	186630	51.56362	-0.12911	N19 4DJ
Upper Waringham	534100	158383	51.30877	-0.07748	CR3 0EP

Station	OS X	OS Y	Latitude	Longitude	Postcode
Upton Park	541204	183931	51.53663	0.034542	E13 9AP
Uxbridge	505698	184161	51.54645	-0.4771	UB8 1JZ
Vauxhall	530366	177978	51.48574	-0.12383	SW8 1SR
Victoria	528941	179131	51.49642	-0.14392	SW1E 5JX
Waddon	531151	164828	51.36738	-0.11739	CR0 4NA
Waddon Marsh	531082	165906	51.37708	-0.11799	CR0 4XT
Wallington	528841	163985	51.36033	-0.15086	SM6 0DZ
Waltham Cross	536520	200343	51.68526	-0.02656	EN8 7LU
Walthamstow Central	537286	188986	51.58302	-0.01994	E17 7LP
Walthamstow Queens Road	537020	188815	51.58155	-0.02384	E17 7QZ
Wandle Park	531422	165505	51.3734	-0.11325	CR0 4JS
Wandsworth Common	527719	173530	51.44637	-0.16354	SW12 8NL
Wandsworth Road	529354	176226	51.47022	-0.13904	SW8 4PA
Wandsworth Town	525985	175119	51.46103	-0.18791	SW18 1SU
Wanstead	540685	188176	51.5749	0.02876	E11 2NT
Wanstead Park	540592	185600	51.55178	0.02639	E7 0HU
Wapping	535030	180170	51.50434	-0.05586	E1W 3PA
Warren Street	529253	182272	51.52458	-0.13828	NW1 3AA
Warwick Avenue	526158	182030	51.5231	-0.18295	W9 2PT
Waterloo	531050	179933	51.50315	-0.11326	SE1 7NY
Waterloo East	531332	180054	51.50417	-0.10915	SE1 8NH
Watford	509579	196610	51.6576	-0.41727	WD18 7LE
Watford High Street	511360	196098	51.65265	-0.3917	WD17 2EG
Watford Junction	511023	197340	51.66388	-0.39617	WD17 1ET
Wellesley Road	532511	165752	51.37537	-0.09752	CR0 2DD
Welling	546096	176073	51.46478	0.101775	DA16 3AT
Wembley Central	518214	185039	51.55186	-0.29639	HA9 6AG
Wembley Park	519373	186341	51.56332	-0.27924	HA9 9AA
Wembley Stadium	518924	185366	51.55465	-0.28605	HA9 8BQ
West Acton	519394	181273	51.51777	-0.28066	W3 6UP
West Brompton	525383	178030	51.48733	-0.19554	SW5 9JX
West Croydon	532188	166098	51.37855	-0.10203	CR0 2TA
West Drayton	506124	180122	51.51007	-0.47218	UB7 9DY
West Dulwich	532798	173053	51.44091	-0.09067	SE21 8HN
West Ealing	516690	180749	51.51362	-0.31978	W13 0NQ
West Finchley	525507	191601	51.60926	-0.18892	N3 1NT
West Ham	539202	182974	51.52853	0.005317	E15 3BN
West Hampstead	525524	184726	51.54747	-0.19113	NW6 2LX
West Hampstead Thameslink	525423	184852	51.54863	-0.19254	NW6 1XJ
West Harrow	514163	187957	51.57892	-0.35385	HA1 4HE
West India Quay	537471	180505	51.50676	-0.02058	E14 4ED
West Kensington	524635	178321	51.49011	-0.2062	W14 9NL
West Norwood	531956	171955	51.43124	-0.10319	SE27 0HS
West Ruislip	508364	186791	51.56959	-0.43786	HA4 7WD
West Silvertown	540455	180155	51.50288	0.022246	E16 2AT
West Sutton	525081	164539	51.36615	-0.20464	SM1 2EH
West Wickham	538266	166563	51.38128	-0.01458	BR4 0PY
Westbourne Park	524920	181764	51.52099	-0.20088	W11 1AB
Westcombe Park	540199	178103	51.48451	0.017746	SE3 7EQ
Westferry	537064	180814	51.50964	-0.02632	E14 8AD
Westminster	530240	179718	51.5014	-0.125	SW1A 2JR
White City	523296	180750	51.51223	-0.22463	W12 7RH
White Hart Lane	533693	191340	51.60503	-0.07087	N17 7RP
Whitechapel	534738	181859	51.51959	-0.05942	E1 1BY
Whitton	514220	173568	51.44959	-0.35768	TW2 7LG
Whyteleafe	533842	158505	51.30993	-0.08114	CR3 0AD
Whyteleafe South	534169	157797	51.30349	-0.07671	CR3 0BD
Willesden Green	523350	184884	51.54937	-0.22241	NW2 4QT
Willesden Junction	521905	182942	51.53223	-0.24391	NW10 4RA
Wimbledon	524791	170647	51.42111	-0.20666	SW19 1PS
Wimbledon Chase	524306	169347	51.40953	-0.21409	SW20 8DB
Wimbledon Park	525274	172158	51.43458	-0.19919	SW19 7DZ
Winchmore Hill	531529	194494	51.63389	-0.10092	N21 3NG
Wood Green	531038	190427	51.59745	-0.10953	N22 8HH
Wood Lane	523314	180464	51.50966	-0.22447	W12 7DS
Wood Street	538521	189426	51.58667	-0.00195	E17 3NZ
Woodford	540952	191778	51.6072	0.034056	IG8 7QE

Station	OS X	OS Y	Latitude	Longitude	Postcode
Woodgrange Park	541861	185332	51.54905	0.044572	E7 8AA
Woodmansterne	528720	159385	51.31902	-0.15426	CR5 3HS
Woodside	534716	167115	51.3871	-0.06535	SE25 5DP
Woodside Park	525725	192564	51.61787	-0.18543	N12 8SE
Woolwich	543931	178994	51.49158	0.071819	SE18 6EU
Woolwich Arsenal	543754	178803	51.48991	0.069194	SE18 6HX
Woolwich Dockyard	542738	178908	51.49111	0.054612	SE18 5JY
Worcester Park	522192	166133	51.3811	-0.24558	KT4 7ND

Depots

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



[GLA Entity]
and
VODAFONE LIMITED

**Agreement for the provision of
Mobile Services Lot 1
Schedule 2B
Service Levels**

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1. SERVICE LEVELS

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

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

Availability = $(total\ time - outage\ time) / (total\ time)$
 Availability = $(44,640 - 3) / 44,630 = 99.99\%$

2. ENHANCED REPORTING

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

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

Service Level failure	Supplier Personnel
Any failure to meet any Service Level.	Service Relationship Manager
Material Service Level Failure	Service Relationship Lead
A failure to meet a Corrective Action Plan in respect of a Material Service Level Failure	Senior Service Relationship Lead
Critical Service Level Failure	Channel Head, Central Govt, Justice and Police And/or Head of Solutions and Service

3. **RELIEF EVENTS**

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

**ANNEX 1
SERVICE LEVEL TABLE**

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

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

Final

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

TfL RESTRICTED

No.	Service Area	Service Level Description	Service Level	Application	Critical Service Level Failure
7	Call Handling	Percentage of Support Desk calls answered within 60 seconds	95%	Percentage of calls to the Support Desk that are answered within 60 seconds of connection should be at least ninety five per cent (95%)	N/A
8	Call Handling	Percentage of abandoned Support Desk calls	5%	Calls to the Support Desk that are abandoned after connection should not exceed five per cent (5%)	N/A
9	Email Response	Percentage of Support Desk emails responded to within 24 hours	95%	Percentage of emails to the Support Desk responded to within twenty four (24) hours of them being submitted by the Customer should be at least ninety five per cent (95%) Note that, for the purposes of this Service Level, acknowledgement of receipt alone is not sufficient and a bespoke response to the email is assumed (e.g. provision of information requested or confirmation that a service request or Incident is being actioned or has been resolved).	N/A
10	Supplier Device Returns	Percentage of Supplier Devices under warranty replaced within two (2) Working Days of Supplier Device failure being reported	90%	Where a Supplier Device is under warranty and fails a replacement will be received within two (2) Working Days of the failure being reported to the Support Desk for at least ninety per cent (90%) of occasions	N/A
11	Activations	Percentage of requests to activate SIMs processed on day of request	95%	New SIMs that have an activation request sent to the Support Desk before 18:00 will be processed on	N/A

No.	Service Area	Service Level Description	Service Level	Application	Critical Service Level Failure
				that day for at least ninety five per cent (95%) of occasions (24x365)	
12	Orders	Percentage of orders received before 12:00 midday processed the same day	95%	Orders that are received by the Support Desk before 12:00 midday on any Working Day will be processed that day for at least ninety five per cent (95%) of occasions	N/A
13	Incident Confirmation Response	Percentage of contacts to the Support Desk that receive a unique confirmation with unique reference	95% within 5 minutes 100% within 10 minutes	The percentage of Incidents that are reported or service requests raised with the Supplier's Support Desk (at any time via any means including telephone, email or the Customer Portal) that receive a unique confirmation with unique reference should be at least ninety five per cent (95%) within five (5) minutes and one hundred per cent (100%) within ten (10) minutes	N/A
14	Incident Resolution	Percentage of Incidents ² resolved within four (4) hours	95%	Incidents reported to the Support Desk that affect multiple users and/or connections to the network e.g. failure of Coverage Uplift, the Customer Portal or Data Links to be resolved within four (4) hours for at least ninety five per cent (95%) of occasions	N/A
15	Reporting	Percentage of monthly reports which are delivered on time and which are accurate	100%	All monthly reporting to be accurate and delivered within ten (10) Working	N/A

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

No.	Service Area	Service Level Description	Service Level	Application	Critical Service Level Failure
				Days from the end of the previous measurement period on one hundred per cent (100%) of occasions	
16	Billing	Percentage of monthly bills which are delivered on time and which are accurate	100%	All billing information to be accurate and delivered within ten (10) Working Days from the end of the previous measurement period on one hundred per cent (100%) of occasions	N/A
17	Carbon Footprint	Reduction in the carbon footprint of the Services	75% (or such other amount agreed by the Customer and the Supplier pursuant to the EMP)	<p>Carbon footprint is the measure of the Supplier's carbon that is apportioned to Services, including:</p> <ul style="list-style-type: none"> embodied and operational carbon, and apportionment of both corporate and Services carbon covering separate scopes for individual services (not combined). <p>The approach and parameters for apportionment to the Services provided to the Customer shall be agreed as part of the EMP, together with any specific milestones.</p> <p>To be calculated and reported on a like-for-like basis (i.e., if usage doubles it is accepted that the apportioned carbon will double).</p>	



[GLA Entity]
and
VODAFONE LIMITED

**Agreement for the provision of
Mobile Services Lot 1
Schedule 3.1
Supplier Solution**

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1. INTRODUCTION

- 1.1 This Schedule sets out a description of the Supplier Solution as at the Effective Date and takes effect subject to Clause 1.3(d) (*Definitions and Interpretation*).
- 1.2 The Parties do not intend for this Schedule to be updated to reflect Variations pursuant to Schedule 6.2 (*Variation Procedure*), unless such Variations shall introduce new Services to this Agreement, in which event the Supplier Solution will be updated to reflect those new Services. If there is any inconsistency between:
- 1.2.1 this Schedule; and
 - 1.2.2 a Variation Approval,
- the latter shall prevail.
- 1.3 This Schedule describes the Supplier's Solution for the Services, Additional Services and Optional Services. For the avoidance of doubt:
- 1.3.1 unless expressly stated as being only applicable to Additional Services and/or Optional Services, this Schedule shall be interpreted as applying to the Services and thus included in the charges set out in Schedule 5.1 (Charges and Invoicing); and
 - 1.3.2 where a section expressly states that it is only applicable to Additional Services and/or Optional Services, such Services shall be available at the pricing specified (if any) in this Schedule or Schedule 5.1 (Charges and Invoicing).

2. THE SUPPLIER SOLUTION

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

3. REDUCING CARBON FOOTPRINT

- 3.1 The Supplier's policies and plans adopted, and a summary of key actions taken, and next steps planned towards reducing the Supplier's carbon footprint are set out at 0 (*Carbon Footprint*).
- 3.2 The Supplier shall within thirty (30) days of the Service Commencement Date submit to the Customer a draft Environmental Management Plan ("**EMP**") which clearly outlines the Supplier's environment management plan in relation to the Services, including:
- 3.2.1 the proposed approach to carbon apportionment (and associated calculations and parameters to be used in such apportionment);
 - 3.2.2 the proposed carbon baseline (current and historical) for the Services (based on data and apportionment provided by the current supplier, and on industry figures agreed assumptions where such data does not exist);
 - 3.2.3 projected initial carbon footprint of the Services (using above apportionment); and
 - 3.2.4 proposed sustainability objectives and targets, and milestones, and innovation, and management and reporting measures, including a carbon footprint related Service Level, or Service Levels.
- 3.3 Prior to the submission of the draft EMP to the Customer, the Supplier shall, upon the Customer's request, provide a copy to the Customer of any documentation produced by the Supplier in relation to the development of the draft EMP, including:
- 3.3.1 details of the Supplier's intended approach to the EMP and its development, including the proposed approach to carbon apportionment, the carbon baseline and the projected initial carbon footprint of the Services; and
 - 3.3.2 any other work in progress in relation to the EMP.
- 3.4 Within sixty (60) days of the Service Commencement Date, the Supplier shall attend with the Customer an environmental kick-off meeting to discuss the draft EMP, and within thirty (30)

days of the before-mentioned environmental kick-off meeting (or such other period as agreed between the Parties in writing), the Supplier shall produce an updated EMP following input and feedback from the kick-off meeting. The updating EMP shall specifically include:

- 3.4.1 a carbon reduction plan, which aims to reduce the carbon footprint of the Services (including targets, milestones, activities, responsibilities, risks, and governance measures);
 - 3.4.2 a carbon footprint related Service Level, or Service Levels; and
 - 3.4.3 an environment innovation program which, where reasonably practicable, applies both to the Services and the Customer more broadly.
- 3.5 If the Parties do not finalise the EMP within the above time period, either Party may refer the matter as a Dispute for resolution in accordance with the Dispute Resolution Procedure.
- 3.6 The Supplier shall commence carrying out the EMP within thirty (30) days of the Parties having agreed such EMP and for the remainder of the Term, carry out the EMP. Annually on the anniversary of the Service Commencement Date (or such other date as agreed between the Parties in writing), the Supplier shall review the EMP and within fifteen (15) days of the Service Commencement Date's anniversary, propose any relevant updates to the EMP for the Customer's consideration (and to the extent any updates are agreed by the Customer, the Supplier shall implement such updates and they shall form part of the EMP).
- 3.7 The Supplier shall monitor and report on progress against the EMP to the Customer by providing to the Customer, on an annual basis, an environmental performance report, in such format agreed between the Customer and the Supplier during the environmental kick-off meeting referred to in paragraph 3.4 above, including:
- 3.7.1 details of the Supplier's performance against the EMP;
 - 3.7.2 a summary of any relevant environmental related innovations; and
 - 3.7.3 a summary of any relevant changing circumstances.

4. **BUSINESS CONTINUITY AND DISASTER RECOVERY**

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

ANNEX 1 SUPPLIER SOLUTION

1. AIRTIME AND SIMS

1.1 Mobile Airtime Services

Overview of Mobile Airtime Services [MS-001, MS-002, MS-003]

The Airtime Services described in Paragraph 1 of Schedule 2A shall be provided with the following capabilities:

- (a) SMS and MMS – SMS messaging supporting up to 160-character text and links and MMS supporting media files such as images, GIFs, and short videos;
- (b) using the Supplier's 4G and 5G Network at no extra cost;
- (c) Voicemail – Customer users can choose all calls, missed calls, unavailable calls or busy calls to voicemail for retrieval later;
- (d) Call forwarding allows Customer users to divert incoming calls to another number if they can't answer them;
- (e) Call waiting – allowing a Customer user to hear and answer a new incoming call while they're on the phone;
- (f) Call barring – with helpful advice on how to set call barring on supported devices;
- (g) Data caps – soft & hard (e.g. configurable levels for triggering user warnings and/or limiting usage) on a per individual or per group of users basis;
- (h) The ability to enable or disable and limit international calling and roaming on a per user basis either via dedicated offsite advisors or the customer online portal Vodafone Corporate Online (VCO);
- (i) The ability to enable or disable and limit other premium services on a per user basis either via Vodafone's customer online portal Vodafone Corporate Online (VCO) or via Vodafone's customer services team; and
- (j) Wi-Fi calling on supported Devices; Vodafone Wi-Fi Calling enables a user to make calls anywhere there is Wi-Fi, even when there's no mobile signal. Wi-Fi Calling is included as standard and is easy to set up and use. After the user has connected to the Wi-Fi Network for the first time, the user's device will automatically switch over to Wi-Fi Calling when the mobile signal is not available or drops below a certain threshold. The person being called doesn't need to have Wi-Fi Calling. There's no additional charge.

Additional Capabilities

Spend Manager is included in the mobile tariff and allows the Customer to set and manage a monthly usage limit to control out of bundle charges on each connection and avoid unnecessary bill shock. This limit applies to charges and services (for example premium rate calls, messaging, data usage, picture messages, app purchases and roaming in certain countries) that aren't included in the tariff bundle.

Vodafone's **Public Sector Traveller** is included in the mobile tariff. It still allows a Customer user to roam with their tariffs across the world as if they would in the UK:

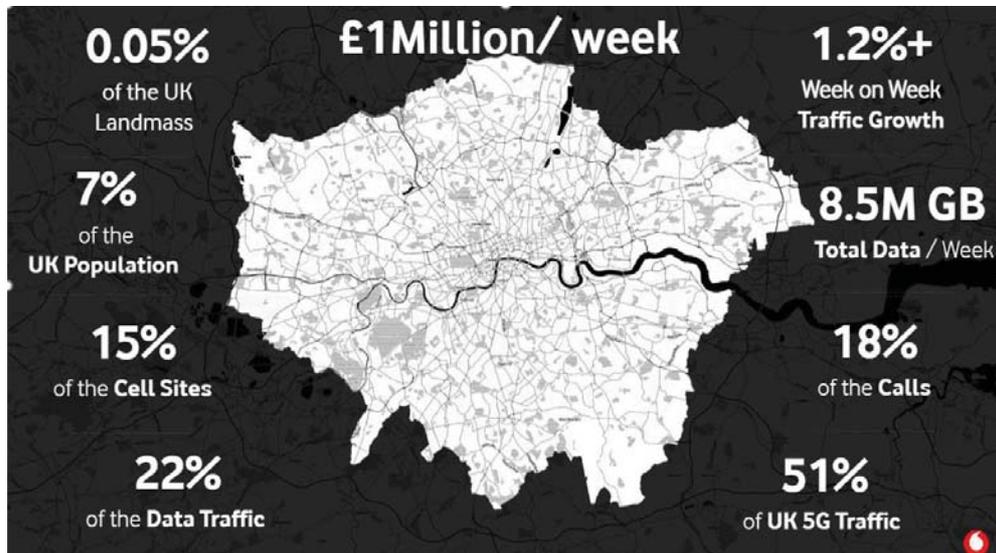
- Domestic free Roaming: Ireland and Isle of Man no additional charge
- Europe Zones 1, 2 and 3; [REDACTED]
- World Zone 4, 5, 6 and 7; [REDACTED].

All other countries are charged at out-of-bundle rates.

1.2 Mobile Network

Vodafone Network Investment

The following image shows the specific investment Vodafone makes in London:



Network Reliability (The Customer's requirement for service continuity at all costs)

For Vodafone to continue to provide a reliable service, two aspects of Vodafone's network are paramount: capacity and resilience. Capacity ensures that the network can cater for and can cope with the demand of Vodafone's customers while resilience ensures minimal disruption to customers, should the network face any issues.

Vodafone's network is connected by Vodafone's resilient IP backbone, which gives it the ability to easily scale Vodafone's network in preparation for future demand.

The Vodafone network is intelligent, sharing resources and capacity to meet demand. With key elements of the network grouped together, if one area becomes overloaded or suffers a fault, other elements take over.

Vodafone has launched VoLTE (or Voice over LTE). This technology allows customers to make and receive voice calls across Vodafone's 4G data network as well as giving them clearer calls with less background noise. Vodafone already offers the widest voice coverage and largest VoLTE traffic growth (September 2022 – 86% outdoor coverage) due to increased device activation.

Network Service and Security

Vodafone's network has been accredited with Business Continuity Management ISO22301.

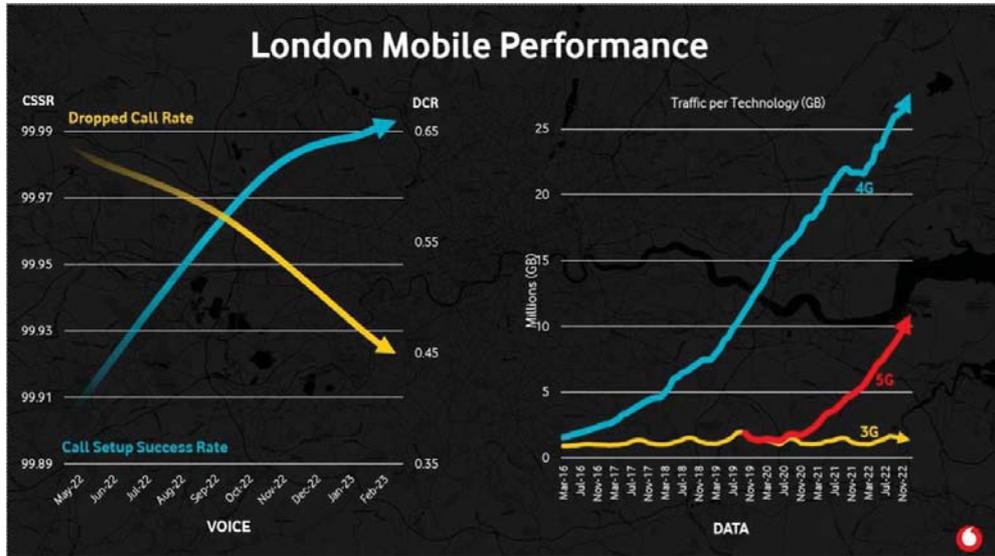
Vodafone's services including anti-virus applications and back-up and restore.

Vodafone's Network Operation Centres monitor the network performance in real time, 24/7 – proactively managing the network to maintain service levels.

Network Performance Data

This image shows Vodafone's Network Performance in London. The graph on the left shows significant improvement in Dropped Call Rates and in Call Setup Success Rates in the face of near-exponential increases in traffic volume and exceptional event management that is a particular London feature. This can only be maintained and further improved through guaranteed investment that supports continuous improvement such as:

- 1000+ 4G and 5G upgrades to improve data throughput
- 252 New cell sites to improve coverage and capacity
- 1400+ 4G power uplifts to improve voice coverage.



In March 2023 the Vodafone Network delivered the following service performance levels:

Network Service Level Summary



KPI NAME	DESCRIPTION	VALUE	TARGET	PASS/FAIL
Voice CSSR	Voice Call Set Up Success Rate (all technologies combined – 2G, 3G, 4G, 5G)	99.87%	99.20%	PASS
Voice DCR	Voice Dropped Call Rate (all technologies combined – 2G, 3G, 4G, 5G)	0.35%	0.60%	PASS
Cell Availability	Network Cell Availability (all technologies combined – 2G, 3G, 4G, 5G)	99.76%	99.00%	PASS
Voicemail Success Rate	Voicemail Success Rate within 30 seconds	99.75%	98.00%	PASS
Voicemail SMS Notification Time	Voicemail SMS Notification Time (in seconds)	4.73secs	10.00secs	PASS
Voicemail Voice Notification Time	Voicemail Voice Notification Time (in seconds)	7.95secs	15.00secs	PASS
SMS Success Rate	SMS Success Rate	00.66%	99.00%	PASS
Average SMS Delivery Time	Average SMS Delivery Time (in seconds)	5.90secs	12.00secs	PASS
Data CSSR	Data Call Set Up Success Rate (all technologies combined – 2G, 3G, 4G, 5G)	99.76%	99.20%	PASS
Data DCR	Data Dropped Call Rate (all technologies combined – 2G, 3G, 4G, 5G)	0.46%	0.80%	PASS
4G Data Throughput DL (Mbps)	The average transmission speed experienced by an End User device when receiving FTP files via the Vodafone 4G BB Network	21.30Mbps	12.00Mbps	PASS

Network Continuous Improvement

The retirement of Vodafone’s 3G network is an important part of Vodafone’s strategy to reach Net Zero in the UK by 2027 (key milestones in 2025), with modern 5G networks being much more energy

efficient. For example, sending a terabyte of data across the 5G network uses just 7%, and 4G uses 30%, of the energy used to send the same amount of data across the 3G network.

Vodafone remains focused on continuing to build the UK's most reliable mobile network. To do this, Vodafone needs to make sure Vodafone's technology is fit for purpose, and by retiring 3G Vodafone can help make sure more of its customers across the UK benefit. For example, Vodafone has already re-farmed existing 3G spectrum to 4G on the 2100 spectrum band on ~4000 sites. This allowed Vodafone to make more 4G available for its customers, which in turn increases customer download throughputs and enhance experience. Throughput has improved by 30–50% where 15 MHz of 2100 spectrum was re-farmed.

Network Innovation Option for the Customer – Vodafone 5G Standalone Mobile Private Network solution as an Optional Service

Vodafone already provides 5G New Radio (Non-Stand-Alone Core) Bearer services and is looking to enhance this to 5G Stand-Alone Core capabilities. This enhancement is an Optional Service.

1.3 SIM Cards

Introduction

The ability of Vodafone's physical SIM cards to connect to any device is a core function of its business service provision. SIM cards hold several unique security keys for authentication and encryption between a device and Vodafone's network. Vodafone follows a path of continuous improvement for Vodafone's products, including trial SIM cards and their activation, to ensure Vodafone remains the leading Mobile Network Operator (MNO) in the UK for Research and Development and one of the world's most used mobile networks.

Overview of Vodafone's Approach to SIM Card Provision [MS-008, and MS-009]

Vodafone offers the triple physical SIM (also known as a pSIM) in one card that includes the following form factors:

- 2FF (Mini SIM)
- 3FF (Micro SIM)
- 4FF (Nano SIM)

The user simply pops-out the size of SIM card required for their device. This enables a single SIM card holder to be despatched for use in any device, regardless of age, that is not capable of supporting eSIM. As can be seen from the image below, Vodafone has replaced the standard credit-card sized SIM card holder with Vodafone's half-credit card format to save on recycled plastic waste.

This alone will reduce Vodafone's plastic waste by more than 340 tonnes per year and reduce CO2 emissions by more than 5,000 tonnes.



Vodafone SIM cards are made from 100% recycled plastic

Vodafone delivers SIM cards made from recycled plastic. The 'Eco-SIMs' are part of Vodafone's commitment to reducing its impact on the environment.

The recycled Eco-SIMs will save an additional 1,280 tonnes of CO2 a year.

Vodafone is not aware of any device phone/tablet/model type that is designed for a physical Sim card that will not accept its triple physical SIM card.

SIM Card Orders

For customers with a similar size mobile estate to the Customer, we recommend holding a stock of blank SIM cards that can be enabled as required. Alternatively, SIM cards can be ordered and dispatched within 1 working day. Vodafone's VCO online customer portal allows for SIM card swap and upgrades to be managed securely and remotely. Vodafone's offsite advisor resource will be on hand to reduce the admin burden of this activity to a minimum.

Standard physical SIM card orders are submitted during the contract implementation phase by completing the bulk order form and emailing the request to the dedicated Delivery Lead on the project. In-life, requests are submitted by webchat or telephone to Customer Services, or (as mentioned above) through Vodafone's customer on-line portal Vodafone Corporate Online (VCO), Vodafone's online self-service ordering tool.

Sustainable Packaging

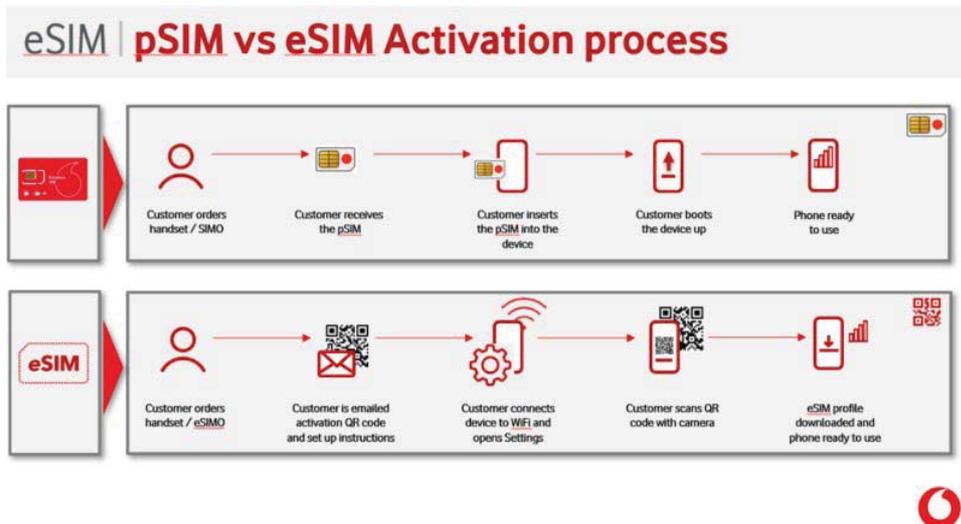
Vodafone invests in sustainability and all Vodafone SIM cards are packaged and dispatched with the environment in mind. Vodafone is the only network operator in the UK to remove single use plastic from its delivery packaging. Vodafone now uses 100% recyclable boxes – other suppliers still use single use plastic bags.

Secure Delivery

Vodafone offers secure SIM card delivery via Royal Mail to hub or office sites, as well as to end- user homes. Vodafone provides order tracking and reporting options. International SIM delivery can also be arranged. Bulk-order SIMs can be packaged, addressed and labelled per individual user if required, which aids with SIM card distribution. Requests for UK delivery submitted before 5pm will be placed on next-day delivery.

SIM Card Activation Process

The top part of the following diagram shows the activation process for physical Sim cards:



As can be seen, the process flow for physical sims is:

1. Order placed for SIM card
2. Secure dispatch and delivery of SIM card to address
3. User receives SIM card, pops out the required size SIM and inserts it into their device
4. User turns on the device and then it is ready to use.

MTPAS Support [MS-011]

Vodafone fully supports the Mobile Telecommunications Privileged Access Scheme (MTPAS) that is managed by Cabinet Office. MTPAS SIMs, often called priority SIMs, are managed by a dedicated team in Vodafone (mtpas@vodafone.co.uk). This will ensure key Customer operations can receive prioritised network access in the event of a major incident. We will offer this service to the Customer as an organisation confirmed as being entitled to use MTPAS by the Local Resilience Forum's Telecommunications Sub-Group (TSG) and/or Cabinet Office and has been issued with a MELID.

1.4 eSIM

eSIM [MS-012]

Introduction

Aligned to the Customer's requirements, Vodafone fully supports both eSIM enabled devices and eUICC SIMs to ensure all use cases are covered, as described below:

- eSIM typically refer to an enabled device (e.g., smartphones and tablets) that have an eUICC enabled SIM Chip built in at the point of manufacture. eSIM enabled devices rely on a GSMA security protocol (Push and Pull module initiated from the device/User) as seen when you first set up the device and then select the required network provider to attach to.
- eUICC is a transformable SIM that is supported on Vodafone's M2M Roaming SIM IoT Platform. Vodafone's eUICC SIMs rely on a GSMA security protocol (Usually Push model initiated from the remote server) enabling central control and management.

There are some differences in the operational provisioning and control of eSIM devices and eUICC enabled M2M Roaming SIMs.

[a] Provision of support for Devices with an Embedded Universal Integrated Circuit Card

Vodafone supports the provision of eSIM compatible devices that are GSMA standards compliant, including those enabled with eUICC. This is an increasingly standard function for smartphones and tablets being offered to the market with eSIM becoming a standard default option. If the Customer were to select one of the devices that are eSIM enabled, these can be activated on the Vodafone network and then used in a traditional manner. Handsets with eSIM are typically eUICC enabled and would be compatible with the standards associated with the type of device (e.g., GSMA eUICC SGP 21/22).

The ability of Vodafone's eSIM to connect to any compatible device is a core function of Vodafone's business service provision. eSIMs hold several unique security keys for authentication & encryption between a compatible device and Vodafone's network. Vodafone follows a path of continuous improvement for its products, including eSIM and their activation, to ensure it remains the leading Mobile Network Operator (MNO) in the UK for Research and Development and one of the world's most used mobile networks.

Vodafone fully supports eSIM using standard processes.

As part of Vodafone's continuous improvement process, Vodafone has expanded eSIM capability to tablets and smartphones, particularly dual SIM phones for Its Enterprise customers, including the Customer. Using eSIM technology, Vodafone launched its 'One Number' proposition for consumer and small business customers, allowing them to pair their smartwatch with their phone and use the same number for both, while sharing voice and data allowances.

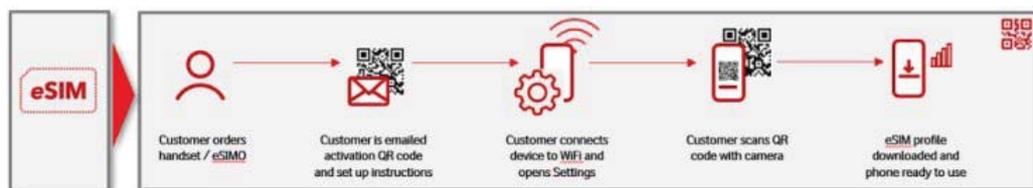
Vodafone is not aware of any device phone/tablet/model type that is designed for eSIM (embedded SIM – meaning a SIM card that is built into a device) that will not accept Vodafone's eSIM activation process. The image below shows a typical eSIM in comparison to the three sizes of physical SIM card. Because it is much smaller, device manufacturers can use the extra room for other components or perhaps a larger battery.



[b] provision of SIM cards with eUICC support for use in compatible devices;

Vodafone supports eSIM activations on eUICC devices that are GSMA standards compliant. The Vodafone solution can be applied to all compatible devices.

The following diagram shows Vodafone's process flow for eSIM activation.



For eSIM the activation process is:

1. Order placed for eSIM
2. User is emailed an activation QR code with set-up instructions

3. User connects to WiFi and opens settings on their device
4. User scans QR code with camera (or inputs code manually)
5. eSIM profile is downloaded and the device is ready to use.

[c] provision of eSIM subscription manager services for remote management of the eUICC, including enable/disable, profile download, profile swap;

Vodafone manages subscriptions using SMDP (Subscription Manager Data Preparation). The solution is compliant to GSMA standards for the creation and management of eSIM profiles. The solution can support enable/disable profile download and profile swap on an eUICC which would be initiated remotely by the device.

eSIM Orders

The VCO online customer portal has full eSIM management functionality. It allows for eSIM orders, swap, upgrades, enable/disable to be managed securely from the device. Vodafone's dedicated offsite advisor resource will be on hand to reduce the admin burden of this activity to a minimum. For a large deployment of devices, there is the option for Vodafone's warehouse to produce eSIM QR codes that go out with Vodafone purchased handsets to reduce the number of steps and make the end user experience easier.

[d] support for migration of eSIM Devices to the subscription manager (and network services) of other providers

Vodafone follows agreed UK industry standard porting processes. The Vodafone process includes of the eSIM from the SMDP (Subscription Manager Data Preparation) ready for migration of eSIM devices to other compatible service providers on the agreed date.

Should individual Customer users have a requirement to move from a physical SIM to an eSIM in any compatible device then this can be carried through a simple 'Sim Swap' process within VCO.

Roaming

eSIM combined with an appropriate tariff gives the Customer a level of control over the mobile services that Vodafone offers including, for example, network prioritisation when roaming. It also provides the capability to make and receive calls from International and EU countries.

When combined with Vodafone tariffs, Its eSIM provides the capability to make and receive calls and use UK data allowance whilst roaming in international destinations.

The ability to make international calls and the ability to roam can be easily enabled or disabled on a per Customer user basis via Vodafone's VCO customer online portal. Most of Vodafone's Public Sector customers bar international calling and roaming from implementation as standard and then easily enable in line with their own user policy on an exception basis.

Existing Implementations

Vodafone has no customers with existing entire eSIM estate implementations. Vodafone has many customers operating a hybrid model with both SIM cards and eSIM, though the majority still operate using physical SIM cards.

2. DEVICE SUPPLY

2.1 Device Supply

Comprehensive Approach to Device Supply [MS-013, MS-015, MS-016, MS-018]

Vodafone is device manufacturer and accessory vendor agnostic. Its Supply Chain team manages the relationship with all device manufacturers and accessory vendors on behalf of Vodafone globally. Vodafone works closely with them to ensure that products are reliable, fit for purpose and takes into consideration its Eco Rating's methodology that evaluates the environmental performance of the phones across their entire life cycle.

Vodafone will offer a wide range of mobile devices and accessories from all main manufacturers to the Customer, as shown in the table below. All devices offered to Its business customers are Vodafone type-approved and confirmed appropriate for business use on Its network. Vodafone carries out additional compliance testing for devices before making them available to Vodafone's Public Sector customers. In this way Vodafone ensures that devices offered are compatible with/suitable for use with the Microsoft Office suite, including the use of Microsoft Teams and Microsoft Intune for Device management [MS-018].

Device Manufacturer	Public Sector	Trial Devices
Alcatel	Yes	No
Apple	Yes	Yes
Bullit	No	Yes
CAT	Yes	No
Fairphone	Yes	No
Google	Yes	Yes
Huwawei	No	Yes
IMO	No	No
MobiWire	No	Yes
Motorola	Yes	No
Nokia (hmd)	Yes	Yes
Oppo	No	No
Samsung	Yes	Yes
Sony	Yes	Yes
TCL	Yes	No

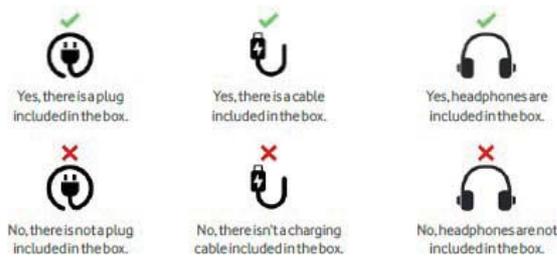
The table above shows devices approved for sale to Public Sector customers that includes iOS and Android devices sourced from all major manufacturers [MS-015].

As shown in the table above, Vodafone supplies Fairphone devices that are marketed as sustainable.

The table above also shows the current list of manufacturers who offer trial device schemes to Vodafone business customers. These schemes allow for the assessment of devices for specific user roles (a particular device requirement for a specific job role or task) and/or for the creation of a bespoke device online catalogue. The choice of manufacturer devices is regularly updated and published in Vodafone's Public Sector Monthly Device Price List catalogue.

Chargers and Accessories [MS-017, MS-021].

Some manufacturers still include a charger and headset with their device; others no longer do. This is clearly explained in Vodafone's Public Sector Monthly Device catalogue using the following symbols:



Vodafone offers compatible accessories for all devices including a choice of chargers, cases, screen protectors, cables (including cable tidy systems), tablet holders and headsets.

Documentation, Logistics, Packing and Shipping [MS-019, MS-022, MS-023].

Vodafone offers free delivery across the UK to any address. All orders are packaged and delivered by secure courier either to Customer locations, the Customer's third-party sites or to Customer users at home. Order before 5pm for free next day delivery, subject to stock availability.

Vodafone partners with DPD who will

- Assure tracking and security, requiring signature on delivery
- Send users a text and email confirmation as soon as the order has been despatched
- Provide a 1-hour delivery slot; users will get a text on the day of delivery to let them know when their order should arrive. If a user wants to, they can reschedule.
- Allow a user to choose a different day

Optional Additional VIP User Service available as an Optional Service

The Customer may be interested in Vodafone's VIP insurance service (as detailed in the device Catalogue) which offers same-day delivery at an additional charge. For orders of more than 100 items in a single Working Day, Vodafone may require additional time for dispatch, depending on the complexity of the order. Deliveries can be tracked via Vodafone's customer online portal Vodafone Corporate Online (VCO).

Vodafone devices are supplied in the manufacturers original packaging together with all necessary information, e.g. operation manuals, safety precautions and technical specifications.

Sustainable packaging

Vodafone is the only network operator in the UK to remove single use plastic from its delivery packaging whilst using 100% recyclable boxes to deliver stock – other suppliers still use single use plastic bags.

Bulk Purchase of Devices

For bulk orders of a particular device, Vodafone approaches manufacturers for pricing support to achieve a supplier discounted price for guaranteed volume purchase. Should the Customer wish to consider a device refresh, Vodafone would recommend taking advantage of manufacturer trial devices to determine the types of devices required per user type and then procuring these devices in bulk. Once purchased, these specially purchased devices are held in Vodafone's warehouse under their own order code and then distributed as a managed project at on-site events and securely to individuals at home.

Device Enrolment [MS-019 and MS-020]

Vodafone supports both Apple Device Enrolment (Apple DEP) and Samsung Knox Mobile Enrolment (Samsung KME) as follows:

- Apple DEP is available to the Customer free of charge. Apple DEP is designed to ease the deployment and management of large numbers of iOS (iPhone and iPad) devices. It provides streamlined set up, over the air configuration plus automated and enforced Mobile Device Management (MDM) profile deployment.
- Samsung KME is available to the Customer free of charge. Samsung KME is a zero-touch deployment service that enables the enrolment of a large quantity of Samsung devices (phones and tablets) into the Customer's chosen Mobile Device Management (MDM) solution for corporate use. Once the Customer's Samsung administrator registers a device with the service, the device user simply turns it on and connect to Wi-Fi or 4G/5G during the initial device setup process to auto enrol.

Device Replacement [MS-025]

The 'Orders & Tracking' area of Vodafone's VCO customer online portal provides shopping basket functionality to order new connections, handsets, accessories and upgrades. Additionally, this functionality is used for replacement ordering to recover faulty, damaged or stolen equipment.

In-warranty devices that are faulty are replaced the following day with the same or a nearest equivalent device.

As discussed above, Vodafone can provide the Customer with the option of with or without a suitable UK power charger. This option is device specific, as Vodafone will not break the manufacturer packaging. Vodafone is happy to provide the device options at the point of service request.

Device Recycling [MS-016, MS-024]

Device recycling is a standard service offered on all handsets supplied by Vodafone. Vodafone additionally welcome devices purchased elsewhere and process them for the benefit of several charitable schemes.

On 22nd November 2022, Vodafone announced a major global partnership with WWF-UK that will support Vodafone's goals to reduce carbon emissions to 'net zero' by 2040, help to eliminate e-waste and encourage a more circular economy for mobile phones. Because purchasing a refurbished smartphone saves around 50kg of CO₂e (Carbon Dioxide Equivalent) – making its contribution to climate change 87% lower than that of the equivalent, newly manufactured smartphone – and removes the need to extract 76.9 kg of raw materials, this partnership programme will inspire Vodafone's customers to hand in their old devices as part of a trade-in, for a donation to social causes, or to be recycled responsibly. Every phone collected during the programme will see ████ donated by Vodafone to WWF conservation projects across the world.

Specialist Devices

Vodafone works collaboratively with Vodafone's Supply Chain to source and support such a device request. Vodafone's

Device Innovation Option for the Customer - Vodafone Device Lifecycle Management

Vodafone's Device Lifecycle Management (DLM) provides the latest mobile and tablet devices with flexible payment models, with no upfront capital investment.

Vodafone's consistent end-to-end managed service provides full visibility and control of all devices across the Customer's mobile estate. It is a comprehensive Device-as-a-Service solution.

An additional value option that may be of use to the Customer is for Vodafone to 'inherit' a customer's device estate; immediately replacing those devices that are unsupported and then running a rolling retirement/replacement service. We have found this is a useful exercise in eliminating

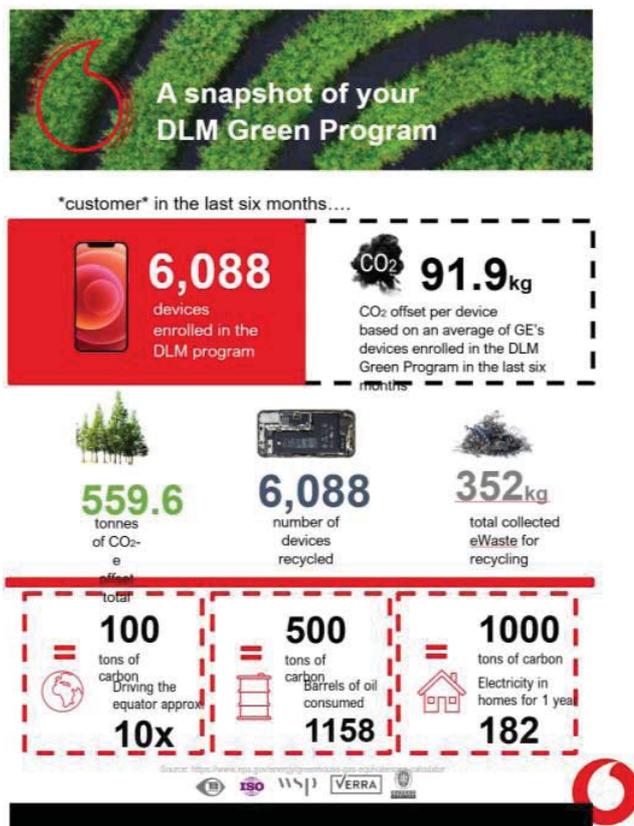
unused/unwanted devices on an estate, establishing an accurate inventory, and managing the security risk of change going forward.

Responsible End of Life Device Management

As a benefit of Vodafone’s OPEX model, this provides a sustainable solution reducing e-waste, reducing the Customer’s carbon emissions in line with the Customer’s Corporate Social Responsibility ambitions, contributing to:

- **Extended life** – by refurbishing mobiles and tablets to extend their average useful life. When devices get to the end of their use, we redeploy them to the secondary market after refurbishment. Around 94% of the Customer’s devices can be refurbished enabling 25% reduction in carbon emissions through extended life of lease.
- **Waste compensation** – by responsibly recycling all end-of-life devices that cannot be refurbished and ensuring minerals can go back into the value chain.
- **Carbon neutralisation** – by investing in the Kasigau Corridor Redd+ Project which is protecting forests, wildlife, and communities in Kenya. The Verra verified project will offset 1.7 million tonnes of CO2 emissions per year over the next 30 years. Each customer will be provided with a half yearly report.

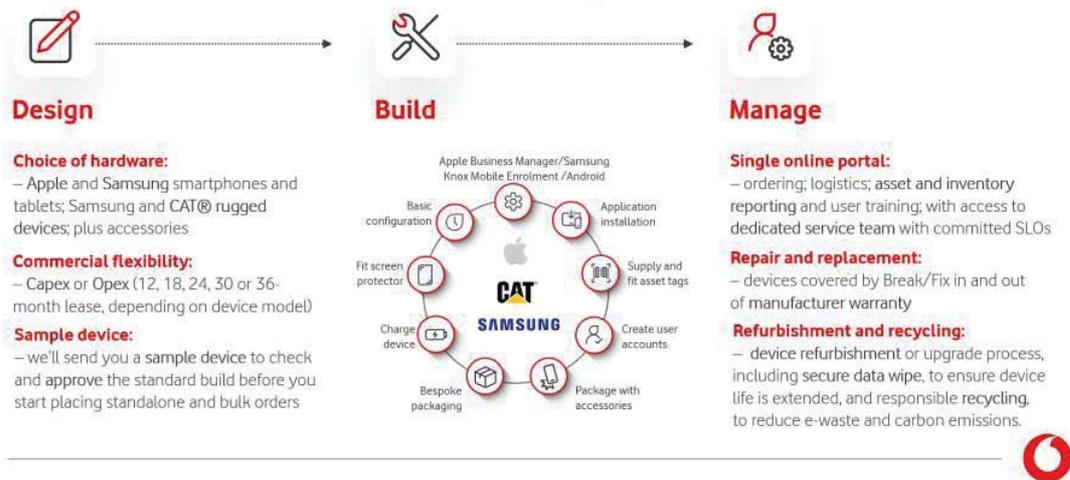
A report, (example below), is shared every 6 months to demonstrate the sustainable impact for devices customers take on rental and their contribution to both the carbon offset and recycling service.



DLM removes the administrative burdens from a customer’s IT staff by staging, configuring and shipping devices across multiple sites and geographies, also managing the collection of devices at the end of the term. Customer’s staff can focus on creating value instead of managing mobile estate.

The image below shows the three stages of the DLM service:

End-to-end sustainable device management



1) Design Stage

The creation of a Gold Build document that includes a detailed step-by-step guide on how to configure a device so they are built as per an approved design, requirements, and security protocols, delivering everything fully staged and ready to go.

The Customer can choose from the following options:

- Charge Battery
- Create user accounts
- Install Software/Applications
- Fit asset tags
- Apply Screen Protector
- Apple/Samsung enrolment
- Package with accessories

2) Build Stage

Ordering mobile devices based on the Customer's agreed forecasts and then staging, kitting, dispatching and rolling-out of the Customer's devices according to the Gold Build document and the agreed project roll-out plan. This may include on-site events, at home deliveries or a combination of both.

3) Manage Stage

Managing user devices including the following options:

- **Repair and replacement**

The Customer's users can have a rapid repair and replacement service to swap out faulty devices with a fully staged replacement device (with the same make, model and colour), reducing downtime due to non-functioning devices.

- **Leavers**

The Leavers service is for secure device recovery. All data is wiped from the device and put back into the list of available devices that can then be ordered.

- **DLM trade in**

Vodafone offers a trade in service that allows the Customer to release funds from existing device estates and to use the money to invest in new DLM device rentals and managed services.

2.2 Device Catalogue

Vodafone will provide and maintain its catalogue of the available Public Sector approved devices and accessories with full descriptions and current price information (attached as 1.2.2 May's edition of the Public Sector price list of devices in Attachment 1 to Annex 1). Vodafone releases its public sector device price catalogue monthly. It will be supplied to the Customer via the Vodafone account team or via an automated email delivery, whichever is preferred.

The catalogue contains a comprehensive range of accessories [MS-017, MS-021] such as:

- Cables and Charger
- Power and Wireless Charging
- Cases
- Screen Protectors
- Apple Accessories (pencils, cases, keyboard cases, audio and chargers)
- MagSafe
- Laptop Accessories
- Memory Cards

The catalogue also includes a section that highlights what's new, what's coming soon as well as end-of-life notices from manufacturers that indicates how long a particular device will continue to be supported.

Vodafone's device portfolio is a selected and tested range of devices which deliver against these core business requirements:

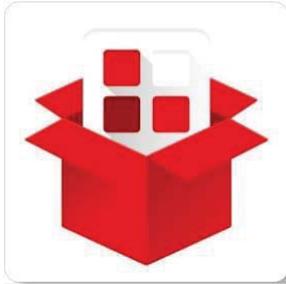
Plan with confidence – Vodafone aims to include devices for at least nine months and seek to provide a natural successor where possible to ensure that the Customer can plan its deployment to employees as effectively as possible. For large deployments we can secure stock in advance that is held in warehouse and called-off against.

Fully supported – Vodafone provides accessories and car kit support for listed devices, and subject to its availability from Vodafone's suppliers, support will continue to be provided for 12 months after the device is discontinued.

Specialised devices – Vodafone supplies a diverse range of high-performance, durable, rugged and multi-use devices (including PDAs, laptops, convertibles, tablets, ancillaries) specifically designed for deployment in challenging field environments. Vodafone understands that the Customer has Sonimtech XP8800 ruggedised devices and a range of iPads and iPad mini's on its estate. Vodafone's catalogue currently ranges CAT ruggedised devices and several Apple and Samsung Tablets together with protector accessories.

Device specifications – All devices are 2G, 3G and 4G compatible unless otherwise stated, with newer devices also 5G compatible. All smartphones have Bluetooth, Wi-Fi, GPS, support push email and are GSM Quad-band. Devices may come with different specifications dependant on the market they are intended for. Operating system may change during a device lifecycle.

AppBox – Vodafone AppBox is a service which recommends a collection of free mobile apps during setup of a compatible handset. AppBox is available on Handsets from the following manufacturers: Samsung, Oppo, Xiaomi & TCL. Some Apps recommended by AppBox may not work for some customers depending on their security/setup allowance. In this case, if downloaded they will be blocked in the same way as if they were downloaded from the Google play store.



Warranty – Currently all devices are covered by a 24-month warranty period.

Continuous Improvement – Supporting sustainable choices with Eco Rating [MS-018]

The Eco Rating score is an objective assessment of the environmental performance of mobile phones. Eco Rating evaluates the environmental impact of the entire process of production, transportation, use and disposal of mobile phones on a scale from 1 to 100. The closer the score is to 100, the better the sustainability performance of the device.

Eco Rating's methodology evaluates the environmental performance of the phones across their entire life cycle – production, transportation, use and disposal at end of life – culminating in a final Eco Rating score.

As examples, a Samsung A33 has a sustainability score of 76a Samsung A52 has a score of 84 whereas Fairphone has a score of 85. Vodafone is working with all manufactures with the aim of publishing an Eco Rating for all devices sold.



Raw Materials – The raw materials used in the production of mobile phones and their components. The more that devices use recycled materials, not scarce natural resources, the higher the Eco Rating score for this stage.

Manufacturing – When the components of the mobile phone are produced and assembled to become the finished product, including packaging and accessories. The Eco Rating will verify the impact of this stage for carbon emissions, energy consumption and other environmental categories.

Transport – Once the device is assembled, the finished product is shipped from the manufacturing location to the country of sale. This stage considers the distance, plus the transportation method and its carbon footprint.

Usage and parts – Once consumers have purchased the device, they will own and use it for several years. The useful life of the device depends on factors including durability, upgradability and repairability, in addition to the energy consumption of the device from charging.

End of life – This last stage looks at the environmental impact of disposing of the device, including an assessment of how easy it is to be refurbished or if its metals and the plastics can be easily recycled.

Vodafone believes that Eco Rating is a strong enabler because it helps its customers to make informed and more sustainable choices. Vodafone uses it to encourage its suppliers to reduce environmental impact of their devices. Eco Rating aligns the mobile industry in improving transparency and reducing its environmental footprint as well as having a positive impact on environment: CO2 and e-waste reduction. It additionally supports Vodafone targets on Net Zero by 2040

Customer On-line Catalogue

Although all devices Vodafone supplies to business customers are available for purchase, Vodafone's customers prefer to refine this selection to a small number of devices based on use cases. They may select a 'Mid-Range' smartphone for most users, and 'Executive' device for senior leaders and a ruggedised device for field workers, together with approved accessories, as an example.

During implementation Vodafone's specialist project delivery team works with customers to create this bespoke online catalogue within Vodafone's Vodafone Corporate Online customer portal. In this way, Vodafone will work with the Customer to create and maintain a small range of devices and accessories specifically selected for Customer users. This enables ease of ordering with monthly management of this online catalogue by the account team to remove the administrative burden on the Customer.

3. DATA LINKS AND APNS

3.1 Data Links and APNs

A Proven Approach to Data Links and APNs Provision [MS-026, MS-027]

Vodafone can design, build, and support Data Links and APNs to meet the Customer requirements to support Mobile connectivity, over different external packet-switched networks.

[1] Multiple APNs [MS-026]

Vodafone can provide both public and private APNs and currently works with many Critical National Infrastructure organisations to implement and support their APN solutions, helping to secure their mobile data for business-critical applications.

The following are the APN options that Vodafone can provide to the Customer for mobile connectivity to different external packet switched networks:

- Direct public connection to the internet APN
- Private APN with IPsec
- Private APN with dedicated circuits.

[2] APN Options [MS-027]

[a] Bandwidth Options:

- Direct public connection to the internet APN: The bandwidth of Internet facing APNs is limited by cell utilisation.
- Private APN with IPSEC: The Port bandwidth of IPsec tunnel is dependent on the access line/speed rate of the customer's access.
- Private APN with dedicated circuits: Fibre connectivity will be provided between the Vodafone mobile network and the Customer's Data Centre locations with access bandwidth/Line rates available of 100Mbps or 1Gbps. Service Bandwidth rate options can be configured in 10Mbps increments up to 100Mbps and increments of 100Mbps up to 1Gbps.

[b] Resilience Options:

Direct public connection to the internet APN – Multiple egress paths out from the Vodafone core network via Vodafone's Global IP Backbone network

Private APN with IPsec – Devices connected in this manner will have all traffic routed through a single configured IPsec tunnel to a private network (cloud hosted or private data centre hosted)

Private APN with dedicated circuits – Vodafone will provide a resilient APN service with two dedicated access circuits and managed routers to the customer site.

This will be delivered over dual diverse Symmetrical Ethernet for both legs. The standard method for dual access circuits will be employed, that being an active/passive configuration. A backup router would remain in a hot-standby state, constantly monitoring the primary connection. If that should fail, the secondary would take ownership of the data transfer and the service would continue as normal. Once the primary outage was over, the primary router assumes its original role with no manual intervention.

For resilient services Vodafone will provide separacy between physical installation of access circuits (e.g., to minimise sharing of ducts or building entrance points)

- Standard separacy – We will use reasonable endeavours to provide trench, duct, and cable level separacy between primary and secondary access circuits. Vodafone will make use of dual building entrance points where these exist and can be used at no additional cost.

Alternatively, Vodafone will provide a second building entrance point where ordered, subject to excess construction/ancillary charges.

- Enhanced separacy – This resiliency option uses two Access Circuits which are separated by a physical distance of at least three metres at all points, except where otherwise agreed at and/or near the Customer premises (e.g., at Customer Site building entry points and within the Customer Site). Enhanced separacy is only possible where all Access Circuits are provided by Vodafone infrastructure.

The typical resilience option would be to design in a dual Link mode, and then apply BGP as the protocol to support resilient connectivity. This operates in an active/passive mode.

[c] Authentication and IP address allocation:

Private APNs currently run only on RFC1918 IP addresses.

IP allocation can be set to a Vodafone Gateway GPRS (General Packet Radio Service) - Support Node, which is dynamic in its allocation, or a customer RADIUS (Remote Authentication Dial In User Service) server can be used to control IP address allocation. A customer RADIUS can be used for other Authentication, Authorisation and Accounting (AAA) services too if static IP addressing is not desired.

[d] Data Connectivity

Direct public connection to the internet APN - Public APN settings are specific to each carrier's mobile network that allows users to connect direct to the internet using their mobile device.

Private APN with IPsec - Secure Internet Site Access is provided via an encrypted IPsec VPN (Virtual Private Network) tunnel that ensures a secure connection from the customer's remote sites via the Internet to the Vodafone Multi Service Platform (MSP) network. The IPsec tunnel is initiated on the customer router and terminated on the Vodafone Secure Internet Gateway as shown in the following figure.

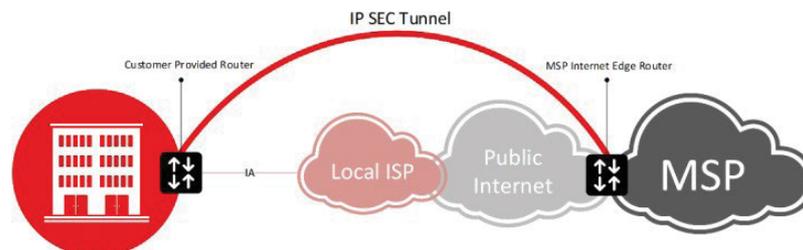


Figure 1 – Data Connectivity for Private APN with IPsec

Private APN with dedicated circuits – Private APNs provide a secure and isolated path through the Vodafone mobile MSP network direct to the customers Local Area Network without traversing the public Internet.

Two access designs are available on the Vodafone fixed link APN.

- Single Access
- Dual Access.

Single access consists of a single router and circuit to provide service to the customer site. Single access circuits are delivered by Symmetrical Ethernet technology as shown in the following figure.

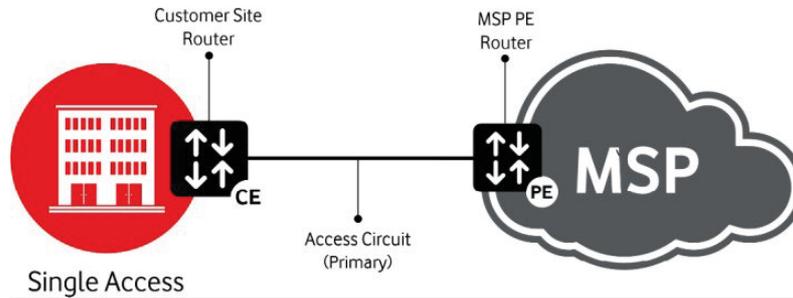


Figure 2 – Single access for Private APN with dedicated circuits

Dual access consists of two managed routers and two access circuits to provide a resilient service to the customer site. This will be delivered over dual diverse Symmetrical Ethernet for both legs as shown in the following figure.

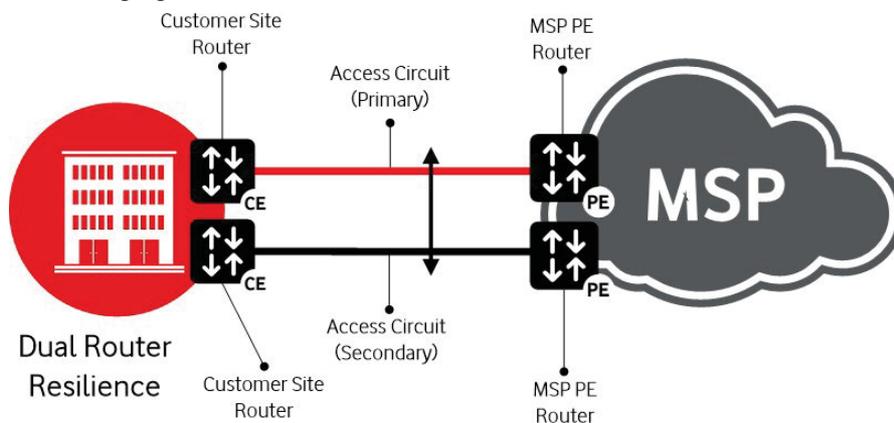


Figure 3 – Dual access for Private APN with dedicated circuits

[e] Management and Support

There are numerous ways in which to configure APNs and Vodafone will work with the Customer on the optimal configuration of the APN service for load balancing, load sharing and routing protocols.

The agreed solution would be documented and handed over to Vodafone delivery to configure the APNs to ensure optimal performance for you and the Customer's users.

APN circuits are pro-actively monitored by Vodafone's Netcool system. Where an alarm is identified as service impacting then an incident ticket will be raised, and the Vodafone service desk will notify the Customer.

Should the Customer experience any issues with the service, then the Vodafone ITIL aligned service desk will log the incident on Vodafone's IT (Information Technology) Service Management (ITSM) toolset and work with Vodafone support teams to resolve the issue within the agreed Service Level Agreement.

[f] Continuous Improvement

Helping the Customer to reduce costs whilst delivering multiple services to its users

Providing the dedicated circuits for the APNs across the Customer's locations, enables Vodafone to provide additional over the top services such as extra APNs, SIP and Internet breakout. This will result in reduced costs for delivery of the multiple services should the Customer require them in future.

Enhanced connectivity Innovation options to support the Customer's digital strategy

Vodafone can provide new innovative connectivity solutions for connecting to Customer infrastructure through Vodafone's Mobile Private Networks (MPN) and Multi-Access Edge Compute (MEC) products and services.

Mobile Private Networks available as an Optional Service

An MPN is a dedicated, secure, scalable wireless network, which uses either 4G or 5G to cover a specific location such as a train station or bus depot.

Vodafone Business is the first telecoms operator in the UK to offer full Standalone (SA) MPN. Using Vodafone's 5G network we can offer ultra-low latency and protected data flow, which could unlock new possibilities for the Customer. 5G SA is dedicated 5G connectivity, powered by a 5G core and 5G radio network.

MPN allows new enterprise services such as smart cities, factories and ports. It also enables cloud native architecture, which would allow the Customer to drive down costs and has flexible deployment methods. Vodafone Business' MPN can support the Customer by deploying a dedicated local network built to cover a specific location or campus. We can deliver an enhanced service to enterprises and industry, with more control and security. MPN serves as a more secure, scalable, and robust alternative to Wi-Fi.

- Reliable, low latency – secure connectivity between people and machines
- Improved operational efficiencies – providing workforce with digital tools
- Reduced operational risks and increased production up time – through more timely and accurate monitoring and control
- Increased employee health & safety – security of site operations.

Multi-Access Edge Computing (MEC)

Multi-access Edge Computing (MEC) offers cloud-computing capabilities and an IT service environment at the edge of the mobile network and is characterised by ultra-low latency and high bandwidth availability. MEC can be incorporated with Vodafone MPN solution, which could enable the Customer to run ultra-low-latency applications by bringing compute capability closer to the end user.

4. COVERAGE

4.1 General Coverage

[a] Extent (%) of Vodafone Geographic Coverage (indoor and outdoor) [MS-030]

Over the last five years Vodafone has invested £4.5 billion in Vodafone's UK network and services, providing increased coverage and capacity. Vodafone has a continuous improvement programme of modernisation, delivering state-of-the-art equipment to over 18,500 cell-sites for greater coverage.

Table 1 shows Vodafone's March 2023 network coverage statistics NB-IoT, 2G, 3G, 4G and 5G indoor and outdoor for the UK

Technology and Coverage KPI	Area Coverage %	Population Coverage %
2G/3G/4G Voice Indoor	96.14	99.70
2G/3G/4G Voice Outdoor	96.34	99.97
4G Voice (VoLTE) Indoors	86.91	97.77
4G Voice (VoLTE) Outdoors	87.15	99.69
4G 3Mps Indoor	82.98	95.91
4G 3Mps Outdoor	83.36	99.42
5G 3Mps Indoor	7.80	32.04
5G 3Mps Outdoor	8.41	47.81
NB-IoT Indoor (+10dB)	99.06	99.75
NB-IoT Outdoor (+10dB)	99.85	99.98

Table 1 – Vodafone UK coverage

Table 2 shows the March 2023 network coverage statistics for Vodafone NB- IoT, 2G, 3G, 4G and 5G indoor and outdoor coverage for Greater London

Technology and Coverage KPI	Area Coverage %	Population Coverage %
2G/3G/4G Voice Indoor	100	100
2G/3G/4G Voice Outdoor	100	100
4G Voice (VoLTE) Indoors	99.98	99.98
4G Voice (VoLTE) Outdoors	100	100
4G 3Mps Indoor	99.90	99.91
4G 3Mps Outdoor	99.95	100
5G 3Mps Indoor	89.92	93.13
5G 3Mps Outdoor	97.57	99.56
NB-IoT Indoor (+10dB)	100	100
NB-IoT Outdoor (+10dB)	100	100

Table 2 – Vodafone Greater London coverage

Vodafone will provide the best converged (fixed and mobile) experience in the market to the Customer by:

- **Network Evolution** – The retirement of Vodafone's 3G network enables the repurpose of the spectrum to 4G and 5G to improve coverage and speed performance for customers.

- **VoLTE (Voice over LTE)** We offer the widest voice coverage; with VoLTE coverage at 99.69% (outdoors) we have seen 70% of all voice calls made on this technology, as a result winning awards in reliability and quality.

[b] basis/assumptions used for coverage calculations [MS-030]

A predicted visual representation of the level of coverage is produced using computer modelling software based on real world scenarios for each of the specific influencing characteristics to produce the best coverage and capacity; frequency band, antenna height and interaction with clutter (e.g. building and trees causing shadows and reflections).

Drive tests are also used to capture the signal strength and other quality of service indicators to aid with optimising the network coverage footprint. Crowd sourced data and feedback are also fed into planning and optimisation.

The following provides an overview of the Vodafone spectrum along with the benefits

800/900 Mhz (2G,4G & 5G)

The lower the frequency of the band the further it can travel, so the 800MHz band is the most adept at travelling over long distances.

Low frequencies are also good at passing through physical objects, so the 800/900MHz band is good for indoor coverage and for heavily built-up areas where a signal might otherwise struggle.

1.4GHz (4G)

This can now be utilised to assist downlink-only broadband connections via Supplemental Downlinks (SDL) technology. SDL, is vital in addressing the rising 4G mobile data traffic.

2.1/2.6GHz (4G & 5G)

These frequency bands carry high capacity and can cope with thousands of simultaneous connections making it a good fit for cities and other busy areas.

3.4–3.8Ghz (5G)

Used for the latest 5G Standalone Service for high-capacity data rates.

[c] Supporting information and coverage maps [MS-030]

The following coverage maps show the latest indoor and outdoor coverage for the UK.

2G

Vodafone's 2G service, covering 99% of the UK population, currently supports IoT (Internet of Things) and voice services. 2G utilises the Vodafone 900MHz frequency ranges.

The following maps show UK and Greater London coverage for 2G voice in March 2023.

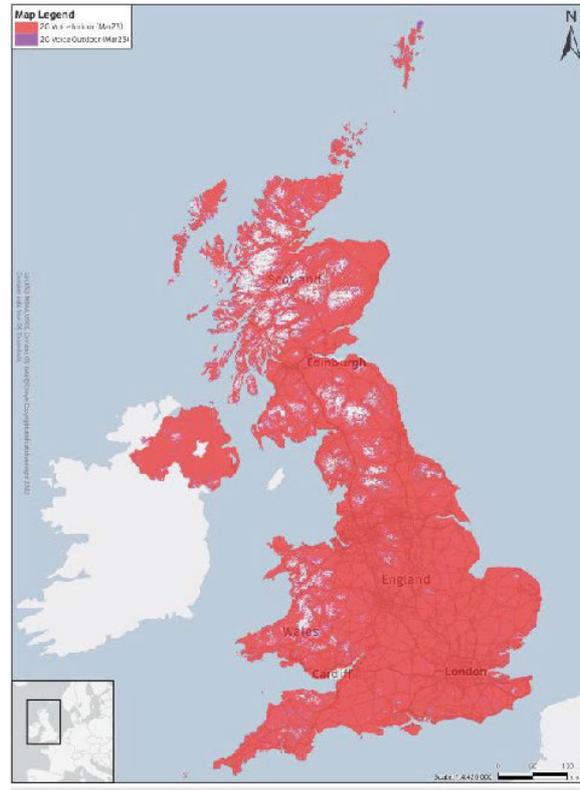


Figure 1 – 2G UK indoor/ and outdoor voice coverage

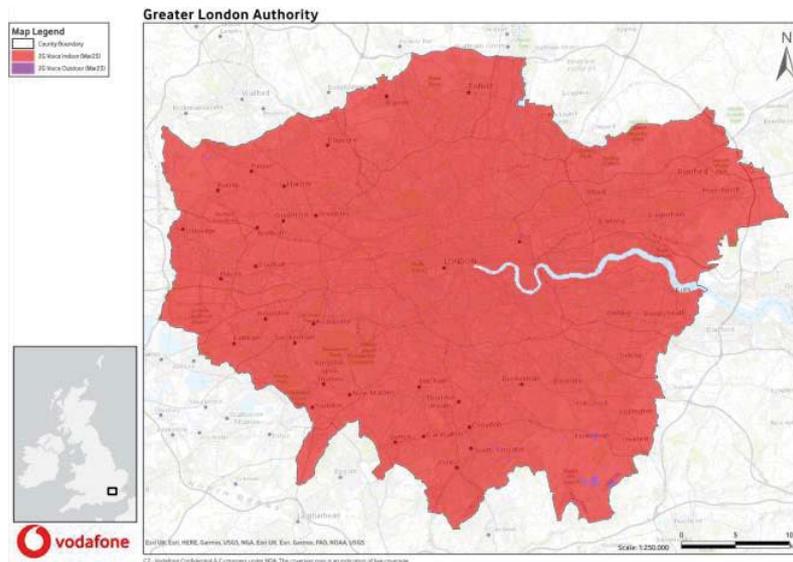


Figure 2 – 2G indoor/ and outdoor voice coverage for Greater London

3G and support for 3G services in future – Vodafone UK, in line with Vodafone’s other European Operating Companies, is aiming to shut down Vodafone’s 3G service from 2023. This requires ongoing migration of voice traffic from 3G to 4G. As the shutdown takes place, the radio spectrum will be deployed on to 4G and 5G to meet customer demands and increase the availability of 5G.

The following maps show 3G UK and Greater London coverage in March 2023.



Figure 3 – 3G UK indoor/outdoor coverage at 1Mbps

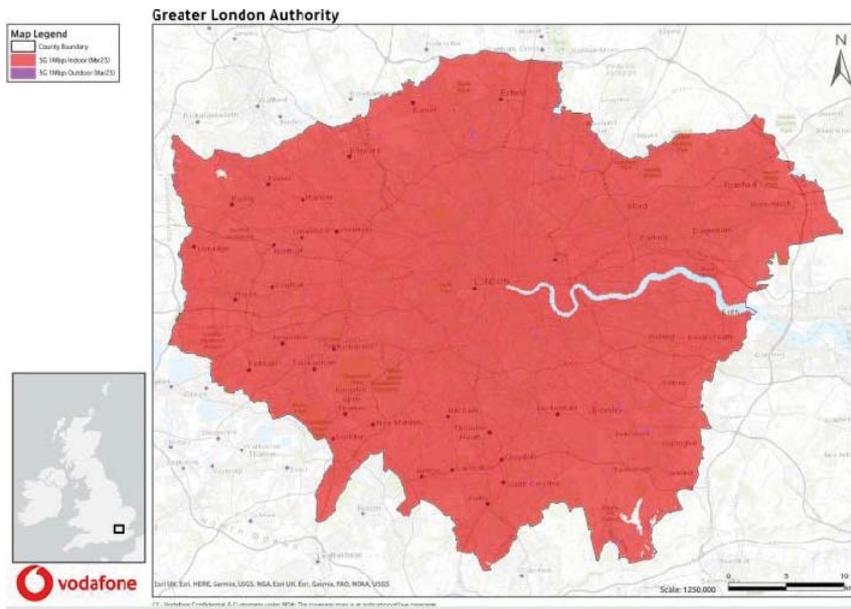


Figure 4 – 3G indoor/outdoor coverage at 1Mbps for Greater London 4G

To meet the increasing demand from customers for a high-quality voice and data experience, Vodafone continues to maximise the investments made in its frequency spectrum holding. One key aspect is the deployment of Carrier Aggregation which ensures higher average speeds than standard 4G, especially indoors.

The following maps show 4G UK and Greater London coverage in March 2023.

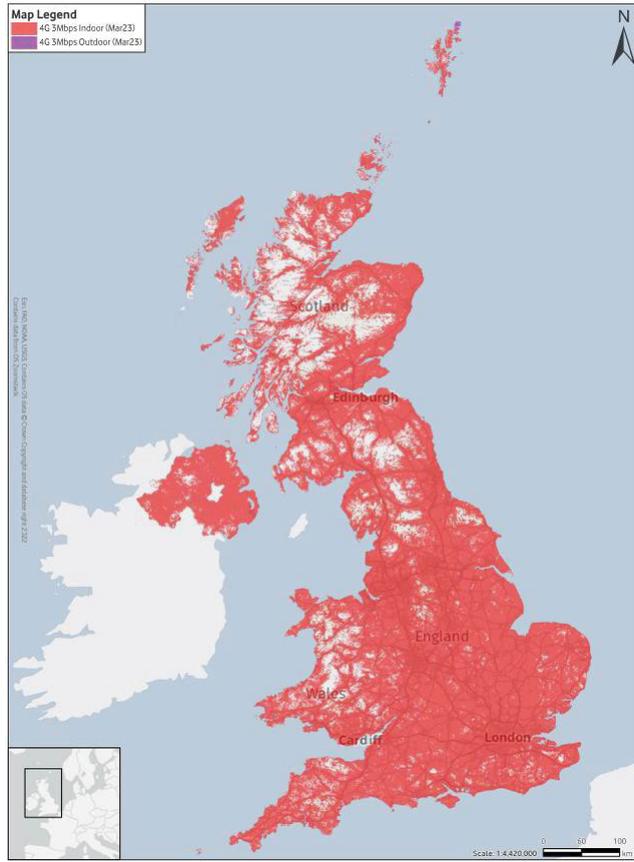


Figure 5 – 4G UK indoor/outdoor coverage at 3Mbps

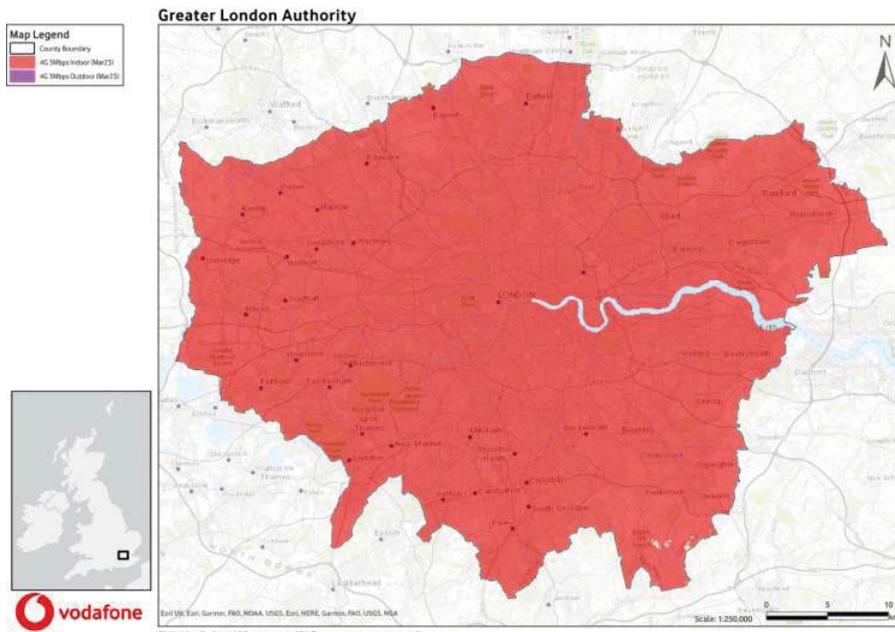


Figure 6 – 4G indoor/outdoor coverage at 3Mbps for Greater London

5G

Vodafone continues to deploy the 5G network to reach more places and widen the 5G footprint in those` locations where the 5G service is already available. Today, 5G deployment is currently based on the 5G high band (3.5GHz (Gigahertz) frequency) and will be complemented with a low band frequency deployment in 2023. High band deployment is great for speed and capacity in urban areas, however, to widen Vodafone's coverage footprint in suburban and rural areas, a lower band frequency is more suitable. Vodafone has already started all the preparation work to reallocate to its low frequency 900MHz which is currently used for 2G/3G/4G and 5G.

The following maps shows 5G UK and Greater London coverage in March 2023.

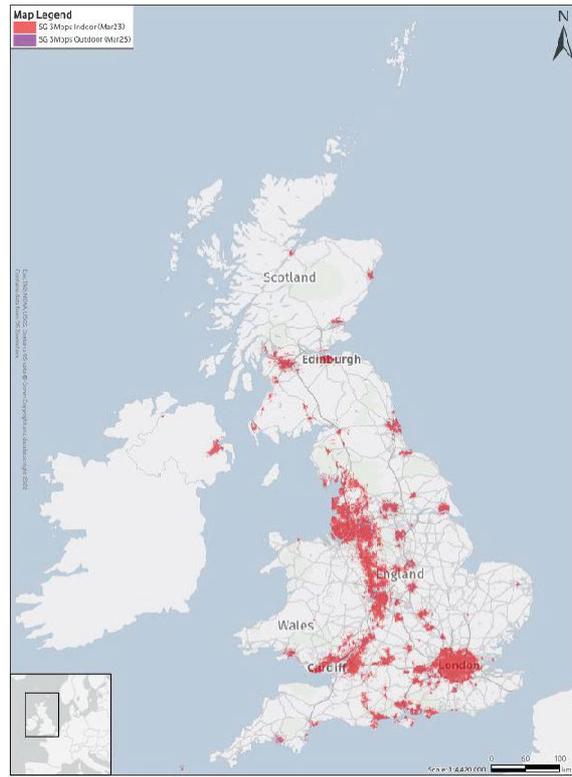


Figure 7 – 5G UK indoor/outdoor coverage at 3Mbps in March 2023

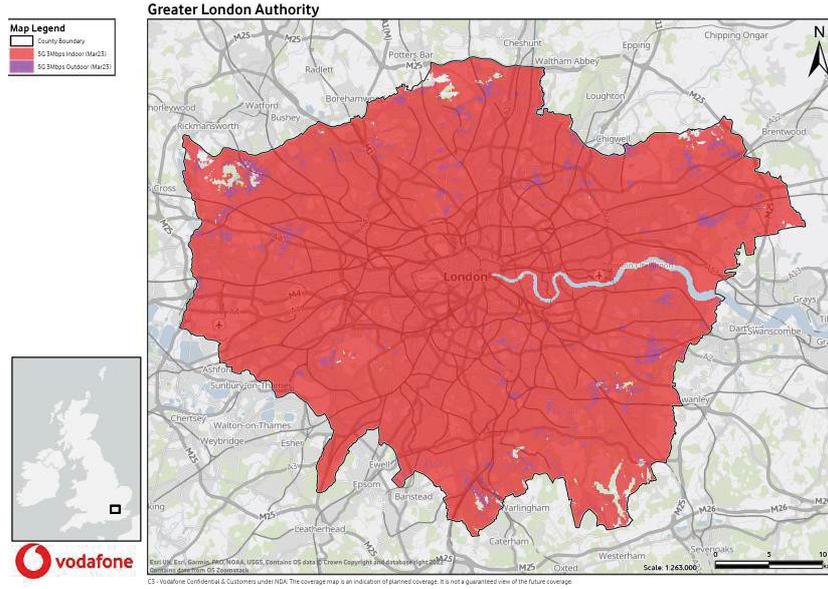


Figure 8 – 5G indoor/ outdoor coverage at 3Mbps in March 2023

The following map shows NB-IoT indoor coverage for the UK and Greater London in March 2023

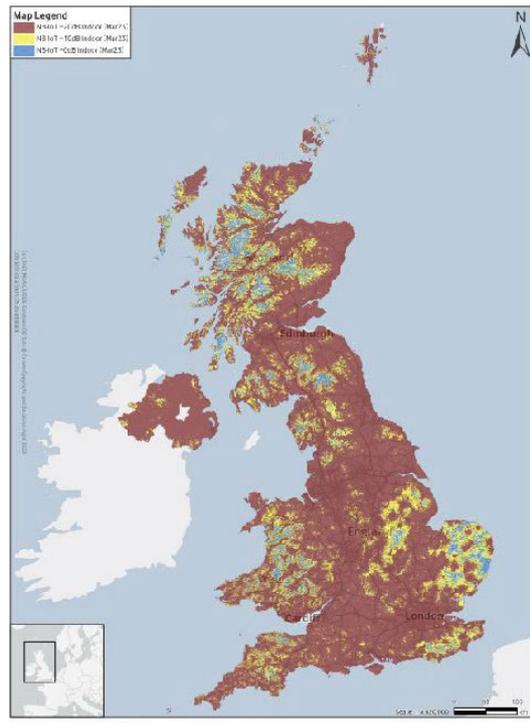


Figure 9 – Vodafone UK NB-IoT indoor coverage in March 2023

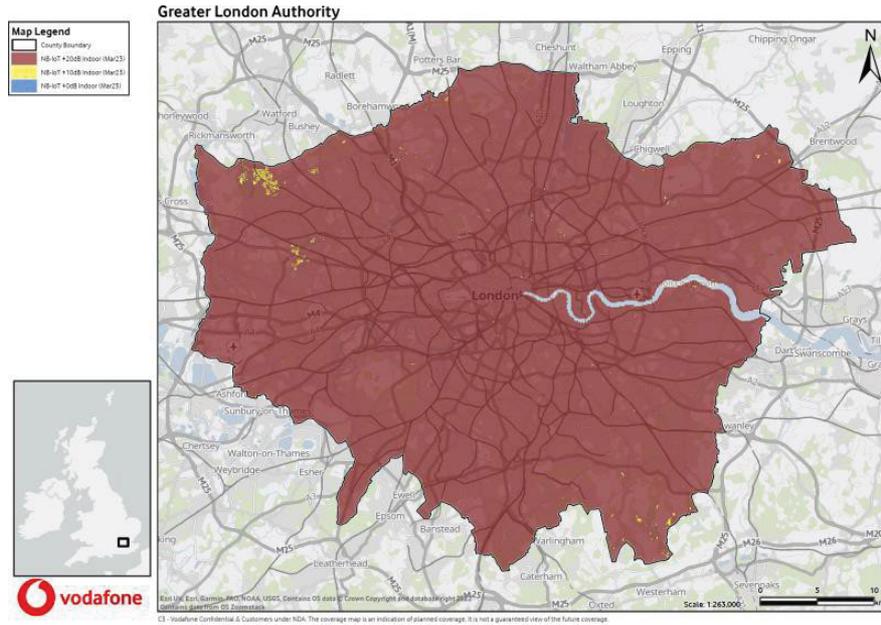


Figure 10 – Vodafone Greater London indoor NB-LoT coverage in March 2023

The following maps show NB-LoT outdoor coverage for the UK and Greater London in March 2023

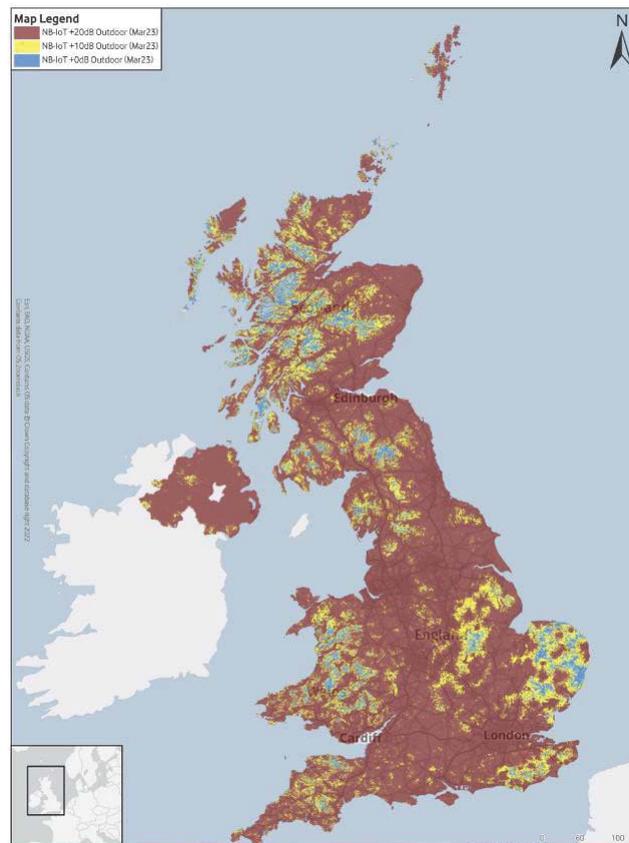


Figure 11 – Vodafone UK outdoor NB-LoT coverage in March 2023

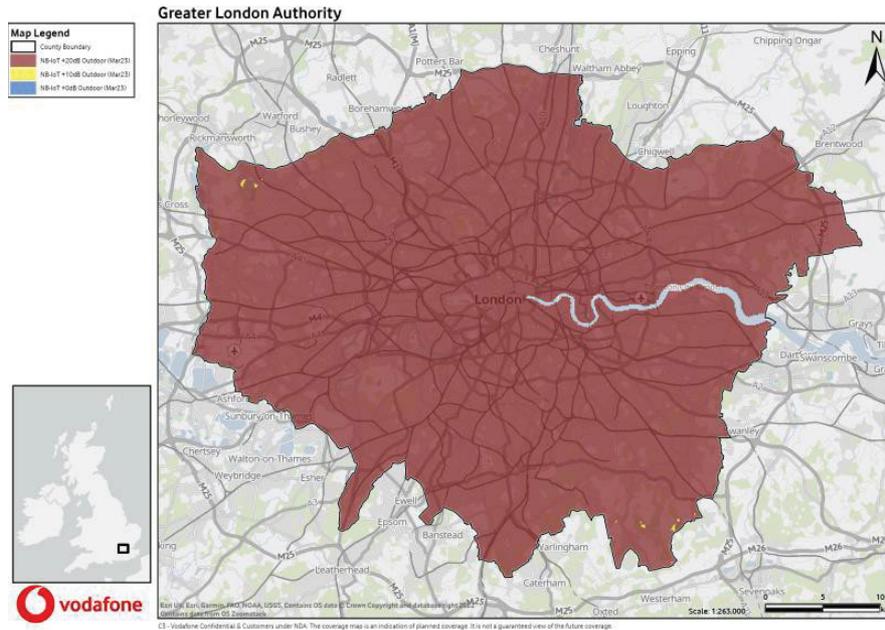


Figure 12 – Vodafone Greater London outdoor NB-IoT coverage in March 2023

The following explains the value-added capability that Vodafone would provide to the Customer as part of the service.

Vodafone Network Performance and Reliability

For Vodafone to continue to provide a reliable service, in addition to coverage, two other aspects of Vodafone's network are paramount: capacity and resilience. Capacity ensures that the network can cater for and can cope with the demand of Vodafone's customers, while resilience ensures minimal disruption to customers, should the network face any issues.

Vodafone works closely with customers to understand their future needs and we consider this when building Vodafone's network capacity.

The Vodafone UK Mobile Network is monitored through dedicated Network Operations and Management Centres 24x7x365, to maintain elevated levels of availability and performance.

Vodafone obtains Network Key Performance Indicators (KPIs) covering both efficiency and effectiveness of data through several different and complementary sources. This data is used to continuously monitor, measure, manage and control Vodafone's network 24/7/365 to maximise capacity and performance, avoiding network congestion.

Network Operations | Safe in our hands

Converged Assurance Operations

- 24x7 Coverage across Core Network and Secure Customers
- > 20K network changes completed every year – 99% success rate
- Extensive automation deployed across monitoring, diagnostics, process and reporting
- > 40K fault tickets resolved per year of which
 - over 90% are raised pro-actively
 - 95% resolved within SLA
 - average fault duration reducing year on year
- We have our own Field Engineers who cover the whole of the UK for Mobile and Fixed services. They work in some of the most challenging conditions

Network Operations Centre

Our highly skilled assurance engineers ensure that the services offered on our network meet the service quality we have promised and that our customers expect.

Radio Access Network

25k RAN sites
359k RAN cells

1st line teams are more skilled

1st Line RAN/TX/CORE with 43% of tickets solved as FTF in October '22

1st line teams are supportive

1st Line RAN/TX/CORE with handling 4,5k+ calls on a monthly bases to support the field force, planned works and 3rd parties.

Network is upgraded

2nd line RAN upgrading 13k+ network elements on average every month. Operations providing Back Office Integration support to Network Deployment



We have a dedicated team of highly trained Technical Specialist monitoring and taking action to maintain services and resolve incidents quickly, for our customers.

Figure 13 – Vodafone Network Operations Assurance

Network Service and Security

Vodafone Network is accredited to Business Continuity Management ISO22301. This demonstrates that we have the processes and people in place to minimise the risk of disruptions.

Vodafone is committed to providing world-class security. We have developed an embedded security culture. Appropriate security controls are in place and operating effectively to deliver assurance in line with contractual agreements (such as ISO27001:2013).

International Roaming [MS-031]

With the largest global network of any UK operator, Vodafone delivers reliable, expansive, and cost-effective coverage across the world. Vodafone International Roaming allows users from the Customer the ability to conduct their business whilst in the UK and internationally.

All Customer users will have the ability to use voice, SMS and Data whilst roaming abroad, subject to the tariff they are on and roaming barring (a Customer selected permission). Vodafone's extensive global coverage provides customers with a consistent and reliable service when travelling, as well as calling internationally from the UK. Vodafone has voice agreements with over 682 networks in more than 229 countries and territories worldwide.

Vodafone proposes that Customer administrators set the permissions for users to be opted-in to Public Sector Traveller for all voice and data international roaming where required.

The map below shows the tariff zones included in Public Sector Traveller, which is Vodafone's most competitive price for voice and data roaming.

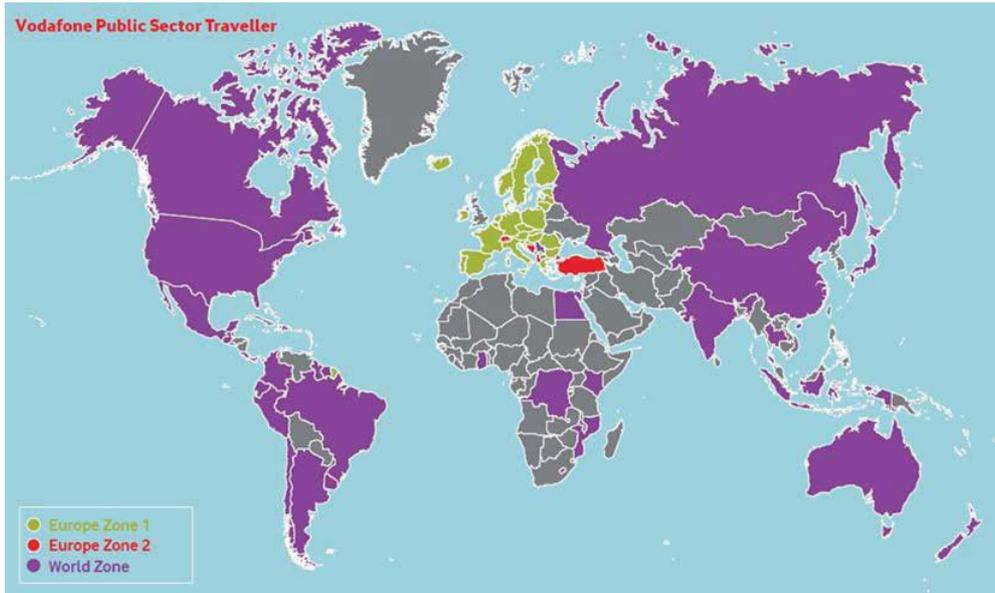


Figure 14 – Vodafone roaming coverage map

Supporting the Customer with Innovation through Continuous Improvement of the Vodafone network and services

Vodafone is constantly innovating and evolving its network to enhance the customer experience and provide new cutting-edge services to support its customers and their digital strategies.

The following figure shows how Vodafone UK is spearheading the future of 5G in the UK.

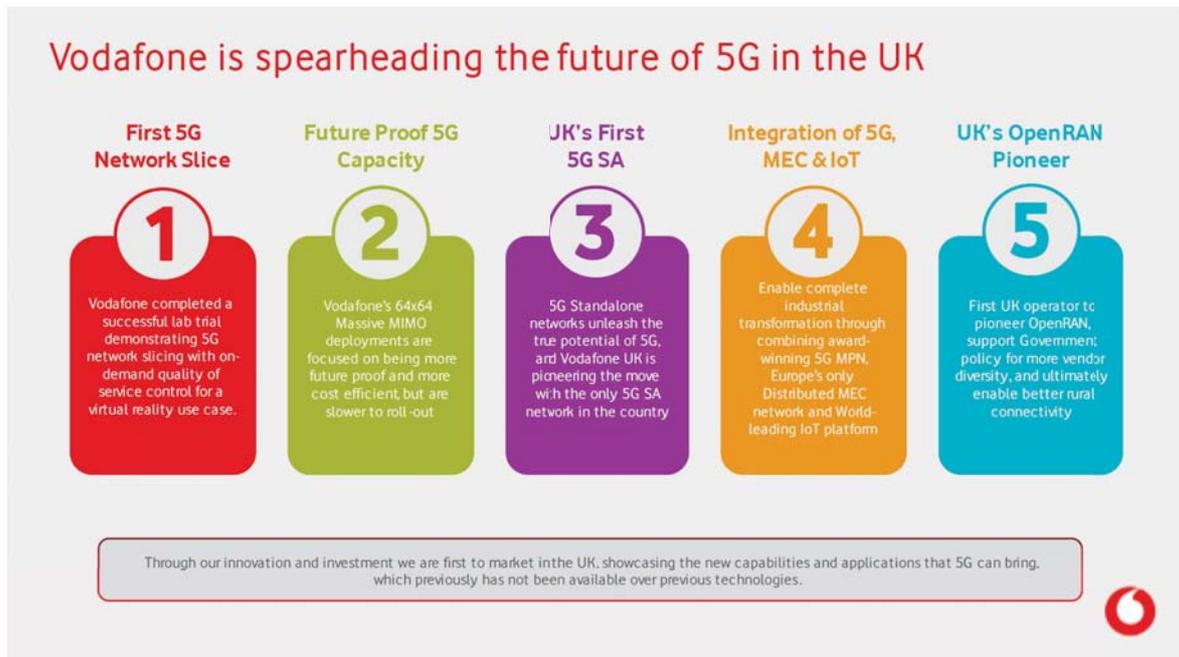
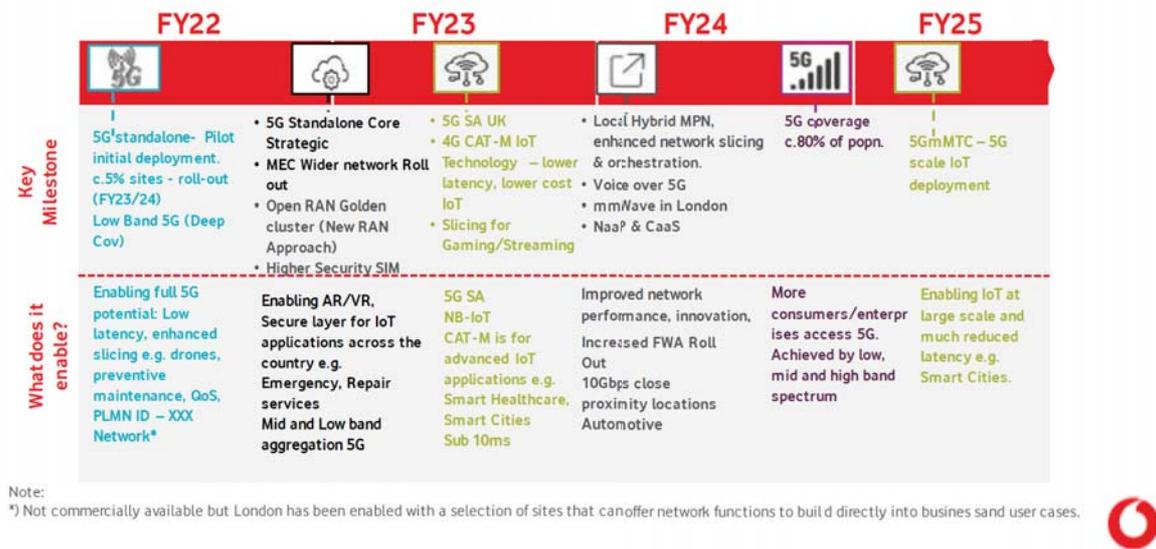


Figure 15 – Vodafone spearheading the future of 5G in the UK

The following figure shows the Vodafone UK Technology roadmap

VF UK Technology roadmap



C2 General

Figure 16 – Vodafone UK Technology roadmap

CAT-M (LTE-M)

CAT-M (LTE-M) inherits many of the great features of NB-IoT, trading battery life and distance for additional communication capabilities, such as lower latency, mobility and supporting voice communications. CAT-M is a great complementary bearer to the Customer’s M2M requirements as it supports a range of different use cases as depicted below:

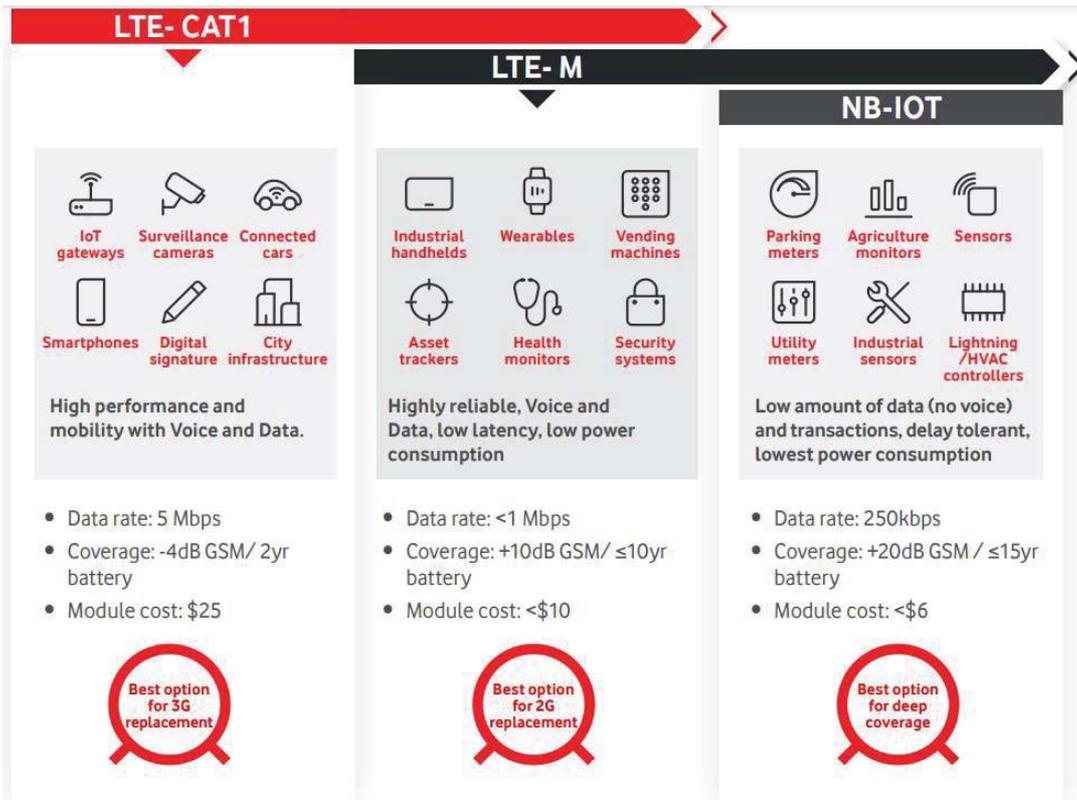


Figure 17 – CAT-M Capabilities

Continuous Network improvement and investment is key to enabling the technology roadmap. The following Table shows the March 2023 network indoor/outdoor coverage statistics for Vodafone 5G SA and CAT-M for the UK.

Technology and Coverage KPI	UK Area Coverage %	Population Coverage %
5G SA 3Mbps Indoor	5.63	22.70
5G SA 3Mbps Outdoor	6.11	35.85
CAT-M (-108dBm) Indoor	28.02	39.02
CAT-M (-108dBm) Outdoor	28.66	52.95

Table 3 – Vodafone UK 5G SA and CAT-M coverage

The following Table shows the March 2023 network indoor/outdoor coverage statistics for Vodafone 5G SA and CAT-M for Greater London.

Technology and Coverage KPI	UK Area Coverage %	Population Coverage %
5G SA 3Mbps Indoor	68.10	72.96
5G SA 3Mbps Outdoor	83.03	91.10
CAT-M (-108dBm) Indoor	78.03	88.49
CAT-M (-108dBm) Outdoor	95.70	96.34

Table 4 – Vodafone Greater London 5G SA and CAT-M coverage

The following maps show the Vodafone CAT-M and 5G SA coverage for the UK and Greater London

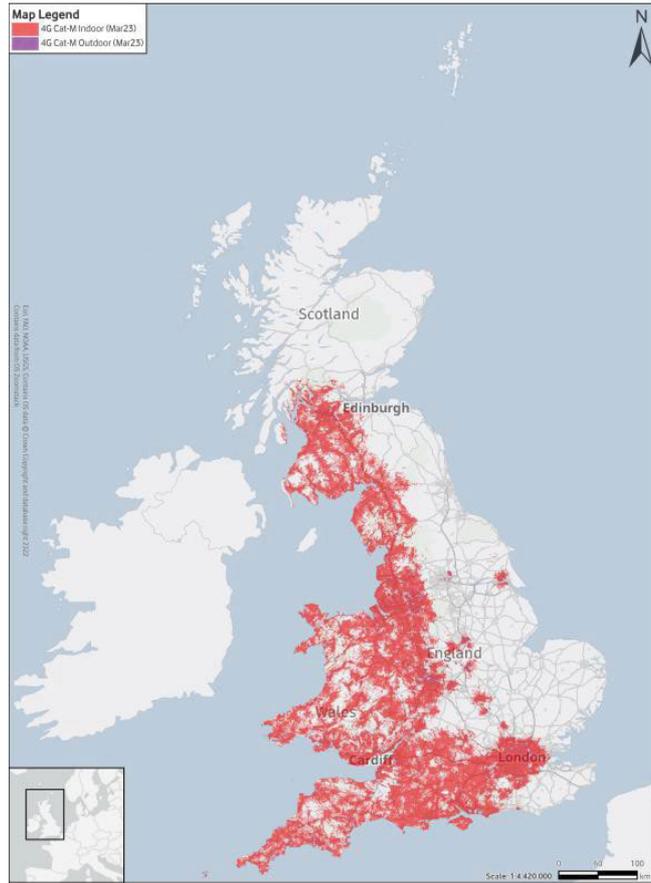


Figure 18 – Vodafone UK CAT-M coverage in March 2023

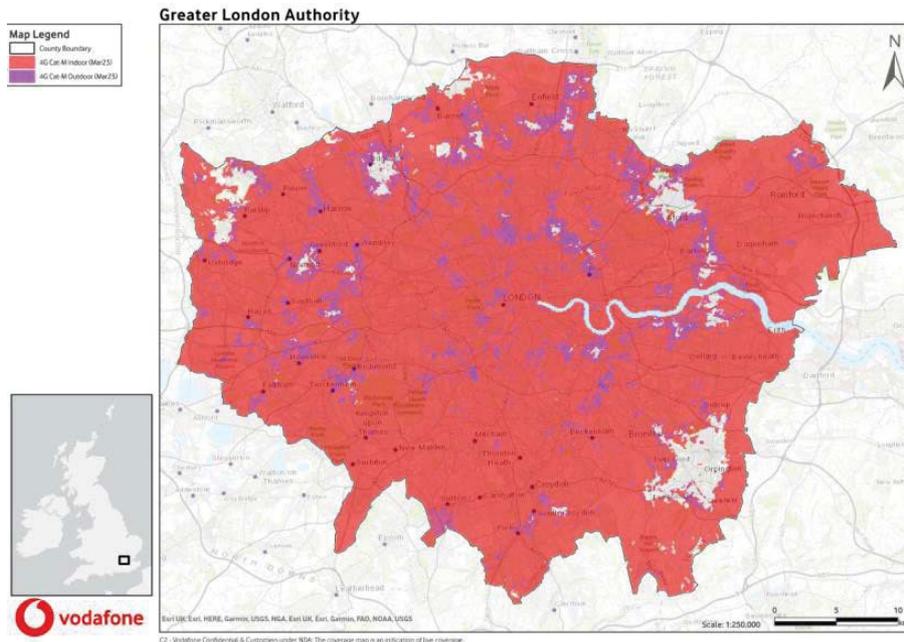


Figure 19 – Vodafone Greater London CAT-M coverage in March 2023

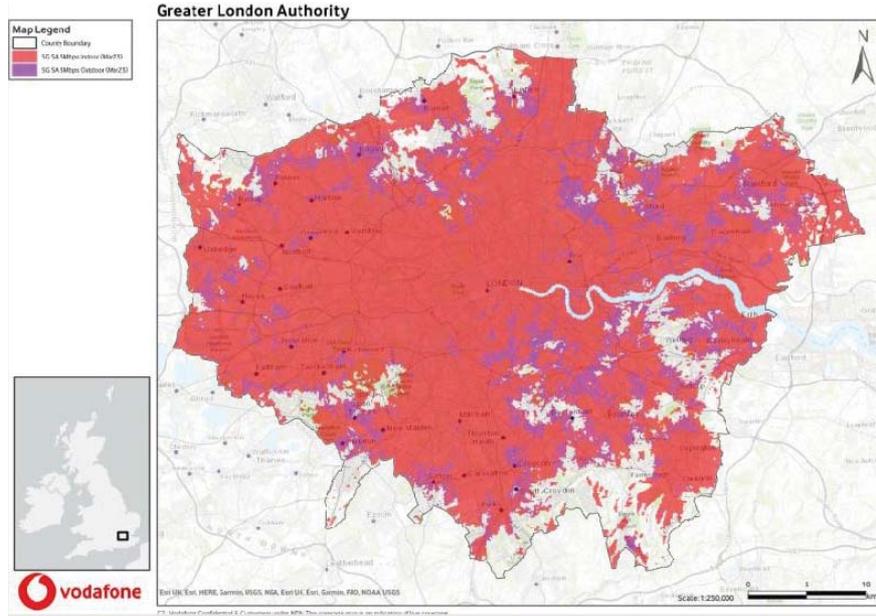


Figure 20 – Vodafone Greater London 5G SA coverage in March 2023

4.2 Coverage Uplift

Solutions for Coverage uplift and enhancements

If any of the Customer sites, office buildings or the Customer's employees' home addresses have coverage issues, Vodafone will first check optimisation of the local serving sites to improve the situation. If this isn't feasible then Vodafone has an extensive portfolio of solutions available to resolve indoor mobile coverage issues. Vodafone's portfolio is made up of two solution types:

- Boost – Solutions which boost the existing external coverage into the required building.
- Create and Add – By connecting directly to the Vodafone mobile network, these solutions will create a signal within the building where there is no external coverage.

[a] Approach to Coverage Uplift Example (Customer Main Office – 40 Antenna Locations) [MS-032]

To address the Customer's requirements for indoor coverage at a Main office location, Vodafone would propose 4G/5G capable Ericsson Dot solution. Given the high density of users over multiple floors, we suggest 40 Dots. This product offers the best flexibility and deployment time for this type of scenario.

A dedicated in-Building Solution, the Ericsson Radio DOT delivers high performance voice and data coverage to a broad range of enterprise buildings and venues, including underserved high growth, medium to large buildings and venues. Supports 5G 3-6GHZ and has the capability to be used for MPNs. It is a reliable, future-proof multi-operator indoor platform with leading 5G performance. With this solution, service providers will be more than prepared to provide the necessary capacity, coverage and reliability of current and future indoor ecosystems.

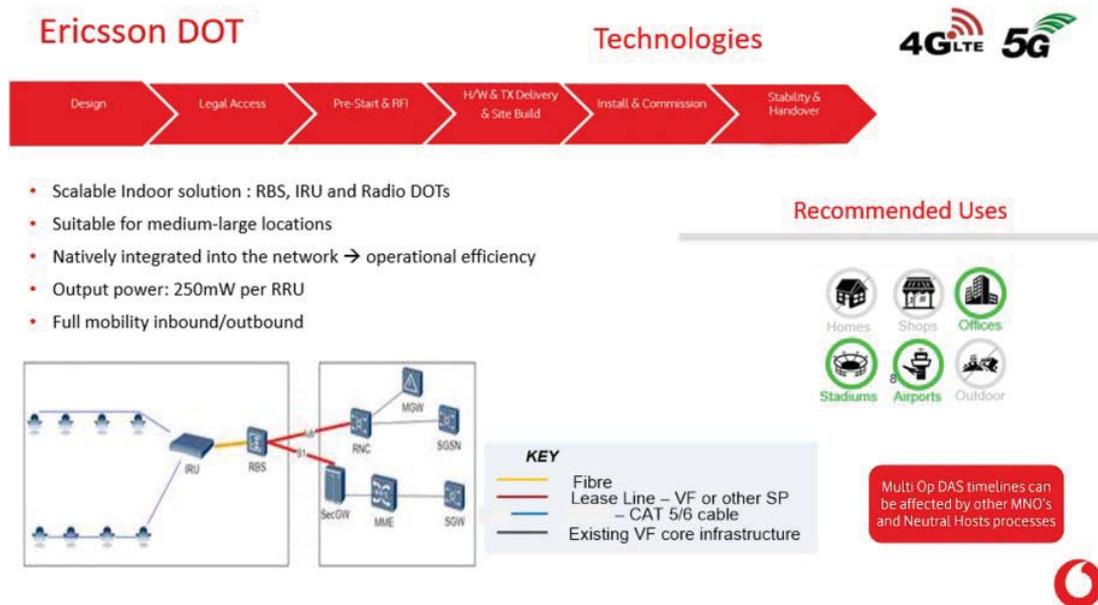


Figure 21 – Vodafone Coverage Solution for a Customer Main office

The following process will be carried out to ensure we would provide optimal coverage to a Customer location.

- **Evaluation survey, report and solution proposal** – The first step in the delivery process. A full and detailed coverage survey is undertaken, taking accurate measurements of existing Vodafone coverage throughout the area in scope. Coverage results are processed into an evaluation report, which provides a detailed assessment of the existing coverage at the site, and any areas of poor coverage. Should enhancement be required, a recommendation can then be made as to the coverage solution which best fits the building. The recommendation considers various elements, including the scope of area to be covered, user density, type of environment (e.g., office, garage, loading bay) as well as the geographical location and proximity to other macro sites, etc. An indicative cost can also be determined for budgetary purposes.
- **Delivery Design** – The selected Vodafone delivery partner will complete an on-site design and non-intrusive survey, from which they will produce a detailed design. The design report will cover all aspects of the proposed installation, including the location of the main equipment, backhaul transmission and associated enclosures, cable routes along with any containment required, remote antenna locations and fixing methods, electrical supply details and a bill of materials for both the active elements (vendor radio) and the passive elements (cabling, antennas etc). It also contains 'RF modelling' which illustrates the predicted coverage that will be seen once the solution is live. The completed design is checked by the regional Radio Coverage Engineer and once approved, actual costs for the solution are finalised.
- **Acquisition** – Once the solution design and actual costs are approved by the Customer the legal access phase is completed by Vodafone's acquisition partner. This will confirm the terms and conditions of the installation to the Customer and once signed by both parties, provides Vodafone with authorisation to install equipment at Customer premises.
- **HW order** – Upon receipt of the Customer purchase order, the hardware and transmission backhaul can be ordered.
- **Installation** – Once the required hardware is available, installation dates can be agreed. Full details of the installation will be agreed with the Customer before any work commences. A Construction Phase Plan will be created, along with the Risk Assessment and Method Statement (RAMS) which are reviewed and approved by the customer.

- **Commission & Integration** – When the installation is completed and the Transmission Backhaul circuit has been installed and handed over, the in-building solution can be commissioned and integrated by the active equipment vendor. Once completed the scheme will be live and ready to take traffic.
- **Live** – after 'site Live' there is a short period of optimisation of up to two weeks during which the performance stats are assessed by the Vodafone Optimisation team and parameters fine-tuned if necessary. Following this a final visit takes place by the delivery partner to complete Post Integration Testing (PIT). A walk test is completed, like that in the Evaluation stage, where detailed coverage measurements are taken and compiled into a 'PIT' report. This report is again assessed by the Radio Planner to check that the solution is providing the coverage 'as designed', and that no performance or technical issues exist.
- **NOC Support and live monitoring 24/7/365** – The final step is to hand the site over to the Network Operations Centre for round the clock monitoring and proactive maintenance who can arrange a callout should performance issues be identified. The 'site' will be managed 24/7/365, and any issues will be tended to by the on-call maintenance engineers.

This tried and tested approach has been used with great success for many years and has allowed us to provide first class in-building coverage solutions for many of Vodafone's customers including a large distribution organisation, multi-national technology corporation, national broadcaster and literally hundreds more besides.

[b] Coverage Expansion (Bus/Garage – 4 Locations) [MS-032]

To address the Customer requirements for coverage expansion at four Bus/Garage locations, Vodafone proposes a 4G/5G capable Ericsson Radio System (ERS) based on a large warehouse environment for each. With options of antenna types depending on the type of environment where coverage is required.

There is an option of a Multiple operator system which is usually dependent on whether it's a service delivered for citizens or Vodafone users specifically. The antenna design can be chosen to suit the right environmental and manage cost. The following figure shows the ERS solution.

Distributed Antenna Systems (DAS)

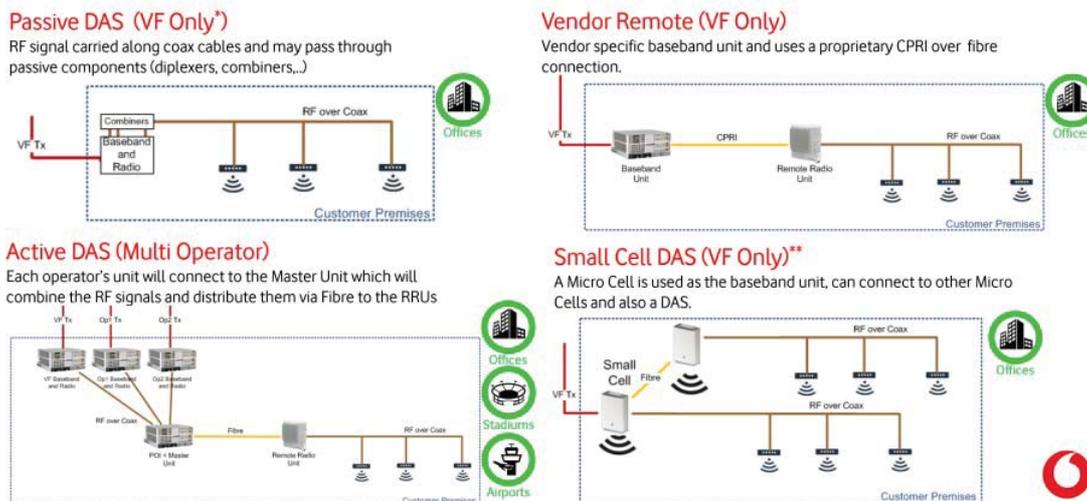


Figure 22 – Vodafone Coverage Solution for Customer Bus/Garage location

The following process would be carried out to ensure we provide optimal coverage to a Customer location.

- **Evaluation survey, report, and solution proposal** – As Above

- **Delivery Design** – As above
- **Acquisition** – As above
- **HW order** – As above
- **Installation** – As above
- **Commission & Integration** – As above
- **Live** – As above
- **NOC Support and live monitoring 24/7/365** – As above.

This tried and tested approach has been used successfully for many years and has allowed us to provide first class in-building coverage solutions for many customers including a large distribution organisation, multi-national technology corporation, and a national broadcaster.

The following are the indicative costs of cell enhancer solutions subject to survey:

- Small Pico cell enhancer solution is approximately [REDACTED]
- Med cell enhancer solution is approximately [REDACTED]
- Large capacity cell enhancer solution is approximately [REDACTED].

More complex, bespoke solutions have an indicative cost of between [REDACTED].

The following figure shows the options available for uplift and enhancement solutions that can be used to address any coverage gaps.

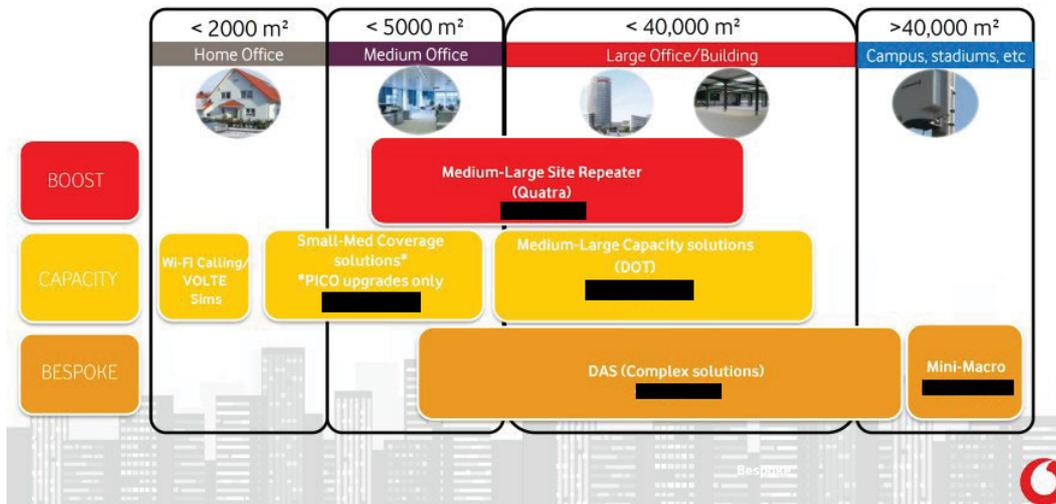


Figure 23 – Vodafone coverage uplift and enhancement solutions

Timescales for delivery would be determined once the formal survey and design phases have been completed. They will also depend on the transmission availability into the location and if wayleaves (etc.) are required.

Innovation Option – Coverage in Lifts

For lift coverage and areas of difficulty high density objects, Vodafone can perform a bespoke analysis and evaluation using the following steps:

- Selecting the most optimal solution – in the case of a lift the standard evaluation and coverage assessment will be done to confirm if there is any coverage present, to consider this in the configuration at the build and deploy stage.

- Develop a solution that fits the scope, and work with the lift operator on design and access. Once complete, a bespoke build can be deployed. Vodafone has deployed solutions like this to ensure seamless service from the public network into customer premises.

Additional coverage solution options that Vodafone can provide to the Customer for complete mobile communications

Vodafone Smart Hub for Rapid site deployment

Vodafone's Smart hub is a family of enterprise grade products, including a rapid site deployment option, which uses high gain antenna to obtain a mobile signal and provide a WIFI connectivity wherever the Customer might need it.

Vodafone can provide solutions for:

- Offices with the rapid deployment hub
- Vehicles with the Connected Vehicle hub
- Remote/temporary locations with the Portable Outdoor hub.

While some Smart hub solutions are plug and play, we offer engineering services to professionally design, optimise and install to suit challenging locations and/or demanding requirements. For these more complex needs, multiple hubs can form a mesh network, both for the Wi-Fi but also load sharing of their cellular access bearer. There is also a range of enhancements from 5km extender bridges, 1km Wi-Fi sectors, and up to +20dB gain directional antenna.

The following figures show the Smart hub solutions



Rapid Deployment

Get complete control of connectivity at new sites, with a Smart Hub delivered to you at speed.

- High-gain antennae to attain the best possible signal and speed
- Additional external mounted high-gain antennae can also be installed to further improve the signal
- Set up and ready to connect within minutes of installation
- Reliable connection with strong signal and high levels of coverage
- Easily install yourself or by a professional for more complex situations
- Short- and long-term agreements from 30 days to 24 months

Perfect for:

- Construction sites
- Temporary offices or new offices
- Retail and pop-up stores
- Hospitality, events and exhibitions

The image shows a silver Vodafone Smart Hub device with five external antennas. The background is red with a white Vodafone logo in the bottom right corner.

Figure 24 – Vodafone office rapid deployment solution

Connected Vehicle

Get complete control of connectivity on the move, with a Smart Hub that turns your vehicle into a Wi-Fi hotspot.

- **In-vehicle solution** powered from the ignition or optional battery unit
- **Roof mounted antenna** boosts Wi-Fi signal up to 100m radius
- **Allow your workforce** to send, receive and access critical information on the go
- **Provide customer Wi-Fi** with branded landing pages
- **Quick setup time** and ready to go out of the box
- **Connect teams and devices** with data allowances up to 1TB
- **Gain insights** with real-time GPS location analytics
- **Short- and long-term agreements** from 30 days to 24 months

Perfect for:

- Emergency services
- Utility field force
- Leisure vehicles (such as boats and barges)
- Public sector fleet
- Fleet management
- Financial services vehicles (such as mobile banks)
- Public and private transport

* IP64 rated ruggedised unit, protected from total dust ingress and water spray from any direction.

Figure 25 – Vodafone Smart Hub for vehicle WiFi

Portable Outdoor

Get complete control of connectivity in remote locations, with a Smart Hub that's ready to go whenever you need it.

- **A durable unit that's portable, water-resistant*** and robust
- **Battery powered** for up to 5 days for remote sites
- **Chargeable** by mains or 12V
- **Includes pole-mounted high-gain antenna** which boosts Wi-Fi signal up to 100m radius
- **Easy to deploy** in almost any location
- **Built to last** in extreme conditions

Perfect for:

- Media and outdoor broadcast
- Emergency services
- Remote construction sites
- Remote utilities
- Remote hospitality or events

* IP64 rated ruggedised unit, protected from total dust ingress and water spray from any direction.

Figure 26 – Vodafone Portable Smart Hub for outdoor use

Vodafone Smart Hubs cost between [REDACTED] and can usually be delivered within 10 working days.

Supporting the Customer with future innovation through the continuous improvement of In Building Solutions using Small Cell technology and MPNs.

Cloud RAN 4G

Cloud RAN (4G & 5G) will help support connection over existing broadband lines producing a 4G or 5G layer of coverage, allowing access to the mobile network (due in July '23)

5G Home Network MPN

Evolving Fixed Wireless Access – Vodafone unveiled a prototype 5G network built on a credit card sized Raspberry Pi personal computer and an equally small, advanced silicon chipset. This concept will enable small businesses and households to extend 5G coverage and increase capacity according to their needs and to have their very own, affordable, and portable private 5G mobile network.

Ofcom Regulation Update – Using a repeater to improve the Customer’s indoor mobile phone signal

Ofcom has updated its support to ensure indoor coverage is more readily available to home and offices (indoor coverage) as operators can only implement for its own licenced frequencies.

In May 2022, Ofcom extended the range of static indoor repeaters available for people to buy and install themselves without a licence. Previously, repeaters that boosted the signal of one mobile phone network at a time were allowed.

Ofcom allows repeaters that boost the signal of more than one mobile operator at a time, provided they meet their technical requirements. Repeaters that do not meet those requirements remain illegal.

Vodafone can supply the Cel-Fi Quatra which is supported by the Ofcom regulation which could benefit the Customer in several of the Customer’s locations.

4.3 Coverage Locations

[a] Statement on Current Coverage [MS-032]

Attachment 2 to Annex 1 provides an overview of coverage at each of the locations in Appendix 1 to Schedule 2A, specifically 2G, 3G, 4G and 5G coverage. As can be seen, Vodafone has good and useable 2G, 3G and 4G coverage at all locations apart from one post code – EN4 0EJ where it has outdoor coverage across all technologies but only 3G indoor coverage.

Most of the locations also have good and useable indoor and outdoor coverage, and the attached spreadsheet highlights those locations that don’t. Vodafone is currently carrying out widespread 5G rollout throughout the UK which will therefore support improved coverage at the locations highlighted with no 5G. 95% of Vodafone’s early 5G roll out is a higher band 5G which supports outdoor coverage more successfully but as Vodafone progresses its lower band 5G roll out, along with 3G switch off in the next year, re-farming Vodafone’s spectrum which will match any areas where 3G is present and 4G is not and additionally lift indoor 5G coverage.

[b] Recommendation on whether uplift is required

In terms of EN4 OEJ, Vodafone would take a few approaches to uplift;

- Understanding the user’s requirements on the site
- Vodafone would then evaluate the macro layer in Vodafone’s network to establish whether any optimisation could take place to improve coverage free of charge to improve the 4G of the location.
- Establish if any future work or changes would influence any change in service or introduction of new services and technologies in the macro network for 4G or 5G – if this is the case a proposed timeline can be provided – uplift will depend on the delivery time and if a tactical solution could be recommended, this could include repeater, smart hub or Agnostic 4G Cell (Cloud RAN) until the external macro work is deployed (in some situations this can be brought forward which will be considered)
- Determine if the service being primarily used is voice – recommendation of Wi-Fi-Calling if there is a suitable WIFI network available – uplift not required

- If this did not improve coverage significantly with 4G (especially indoor) or if 5G is required, a survey at the property can be conducted to establish what Coverage Solution would support the location best. A full and detailed coverage survey is undertaken, taking measurements of the existing Vodafone coverage throughout the entire area in scope.

The coverage results are processed into an evaluation report, which provides a detailed assessment of the existing coverage at the site, and any areas of poor coverage. Should enhancement be required, a recommendation can then be made as to the coverage solution which best fits the location. The recommendation considers various elements, including the scope of area to be covered, user density, type of environment (e.g. office, garage, loading bay, etc) as well as the geographical location and proximity to other macro sites. etc.

An indicative cost can also be determined for budgetary purposes. Once the solution is agreed, this then is delivered to improve coverage at the location.

How Vodafone can support the Customer through Continuous Improvement and investment in the network

Over the last five years Vodafone has invested around £4.5 billion in Vodafone's network and services across the UK, providing increased coverage and capacity, indoors and out. Vodafone has a continuous improvement programme of modernisation, delivering state-of-the-art equipment to over 18,500 cell-sites for greater coverage. As of March 2023, 97% of Vodafone's sites have been successfully upgraded and are transmitting 2G/3G/4G with an increasing number with 5G services.

Vodafone invested £378 million in the 5G spectrum (3.4GHz); the highest amount of any UK operator. For all the ways in which we are already transforming business in the UK please visit Vodafone's 5G website at <https://www.vodafone.co.uk/business/5g-for-business>.

5. SUPPORT

5.1 Account Management

Approach to account management [MS-035, MS-036, MS-037, MS-038]

Vodafone's support model draws from the expertise and experience in its existing teams, minimising any risk of change. Vodafone's approach to account management is to utilise a combined model used in many of Vodafone's key customers today. This will see the Customer, benefitting from aligned resource for key roles where Vodafone's proactive service delivers clear value, and a cost considerate approach. Taking overall ownership will be Vodafone's dedicated Account Manager, acting as the Customer's primary contact.

The Customer's Account Manager will attend monthly account management, service reviews and governance meetings with the Customer to ensure that a strong relationship is maintained [MS-037]. Supported by a Service Manager and dedicated offsite Support, they will work in partnership with the Customer to meet the requirements [MS-036]. This will be achieved by:

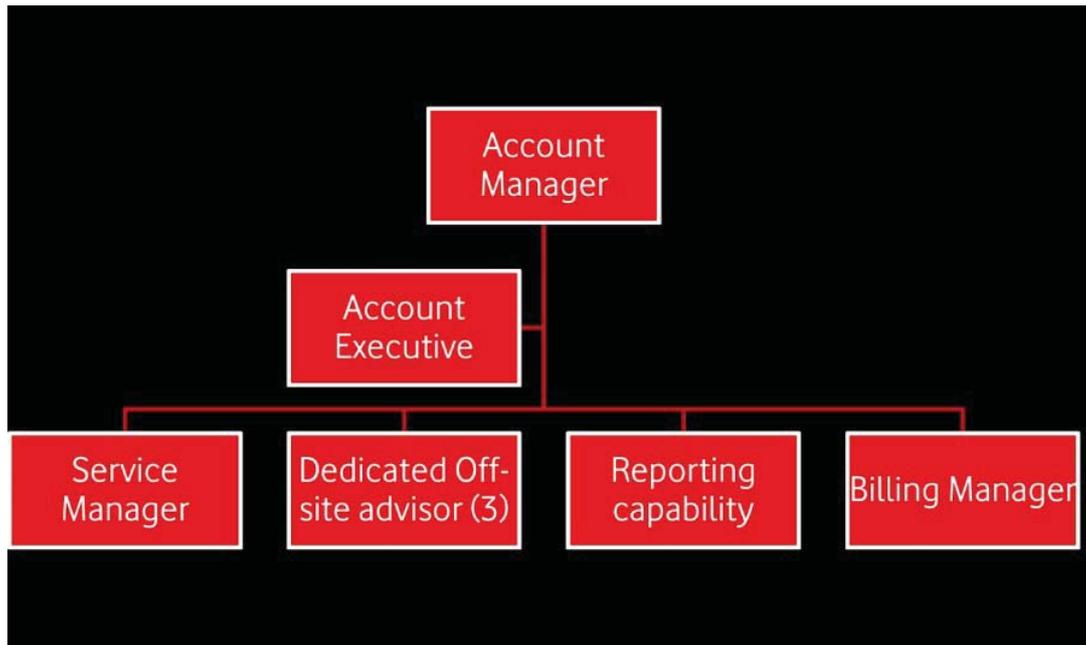
- Relationship, contract and commercial performance management via monthly account management meetings
- Service Performance monthly service review meetings
- Proactive cost management and value for money using joint cost strategy reviews
- Alignment of the Services and technology to the Customer's strategy through workshops with Vodafone's technology experts
- Investigating service performance, usage, or billing queries via the support team
- Receiving and overseeing the delivery of orders raised
- Addressing any performance issues or complaints
- Proactive continual service improvement reported at review meetings [MS-036]
- Innovation Performance by holding (as a minimum) quarterly Innovation Experience Days with key Customer stakeholders.

These aligned roles:

Role	Responsibility
Account Manager	Dedicated to the Customer with overall responsibility for the relationship.
Service Manager	The service level management of the Services. Monthly performance reporting and review meetings. Continual service improvement.
Dedicated offsite advisor x 3 – Support Desk	Point of contact (8am to 6pm Monday to Friday), providing support on orders, incidents, invoicing, usage and cost management reporting and all aspects of the Customer's service. Increased from ISIT to support SLA reporting and measurement of operational activity.

Vodafone's approach is that the same account management team will engage with the other GLA entities for their separate service reviews (currently LLDC with 300 CTNs and GLA with 1,200 CTNs). Vodafone is experienced in delivering and managing secure hierarchical services across multiple organisations under a single unified structure whilst meeting the many individual needs.

This organisation chart shows how these resources are supported by other aligned Customer resource and Vodafone's shared services:



Dedicated Off-site Advisors

Vodafone's offsite advisor offering provides a bespoke service model designed in conjunction with the Customer, tailored to the Customer's requirements, and strategic priorities.

The level of resource required is calculated based on the activities and workflows you want and need the Customer's dedicated offsite advisors to undertake. Based on the Customer's tender requirements, and the maximum volume of connections (circa 30k CTNs), Vodafone estimates that the Customer will require three advisors.

They will be UK-based and wholly dedicated to the Customer. Their job is to get to know all about the Customer; how the Customer operates, how the Customer wants us to work together and deliver accordingly.

A dedicated cover team is available to ensure business continuity and customer service experience are maintained during any planned/ unplanned absence.

The Customer's advisors will provide reporting and monitoring options available to support, understand usage and mitigate cost.

Supporting multiple units/cost centres

Vodafone's easy-to-use self-service portals enables cost centre details to be captured for reporting and analysis. The Customer's dedicated offsite advisors will support in the creation of reports that provide value and insight into the usage of the Services.

Vodafone will support dividing the user base within the account to reflect the needs of different units/cost centres within the Customer and/or the potential provision of services to other bodies related to the Customer or the Greater London Authority. There is a dependency on the Customer to provide this information and maintain its accuracy throughout the contract. This will include provision of:

- (a) Separate access to the Account Manager or a nominated member of the account management team – facilitated by adopting a separate account structure
- (b) Separate access to the Customer Portal, configured to reflect the relevant subset of users – facilitated by partitioned views
- (c) Tailored reporting for the relevant subset of users and services consumed – reporting is produced at account level which will be defined to match the relevant subsets
- (d) Separate billing – each entity will be a separate billing account ensuring separate invoices [MS-038]

Vodafone proposes multiple billing accounts with up to four allocation codes on each number which can capture free text up to 10 characters. Allocation codes flow through to the reporting to provide the level of granularity needed.

There are several ways in which we can identify units and costs centres, for example using a location or a specific group of employees, and we would work in collaboration with the Customer during transition to agree an approach that meets the Customer's requirements. For example, Vodafone recognises the specific level of engagement required with the Customer's Enforcement team.

5.2 Cost Management

Approach to supporting the Customer with proactive cost management [MS-039]

Vodafone's dedicated off-site advisors will take a proactive role assisting the Customer with optimising the Services to minimise costs.

There is no exhaustive list of activities that the Customer's dedicated offsite advisors will carry out. The following are typical and, together, ensure the Customer's estate operates as efficiently as possible, and cost is always managed carefully:

1. **Analytics & Reporting** – Including highlighting high usage & spend, tracking and mitigating zero usage, monitoring data consumption, International and roaming, order details, account base reporting, third party charges,
2. **In-month data monitoring** – Mid-month checks on data consumption to ensure outliers are flagged and OOB charges are mitigated
3. **Billing support** – In conjunction with the Customer's finance team and Vodafone collector to ensure that invoices are accurate and able to be paid, without causing aged debt issues.
4. **VCO© support** – Ensuring the portal is relevant to how you want to utilise it & organising/ supporting training activity where required
5. **Cost-saving activity** – Looking for opportunities within invoices and observations to reduce expenditure
6. **Regular governance meetings** – Reviewing monthly reporting and reviewing account performance/ experience
7. **Attendance on Monthly Service Reviews** – Supporting from a Customer Service experience
8. **User account maintenance** – New connections/ user changes/ cost centre changes/ SIM swaps/ suspensions/ disconnections
9. **Order processing** – Ordering/ upgrading/ in warranty swap-outs
10. **Managing network fault raising procedure** – Ensuring a streamlined experience where needed

Vodafone is fully compliant with MS-039 and will meet the requirements as follows.

(a) transparent reporting – the Customer's account administrator/authorised users will be the only people able to add, remove and/or make changes to the usage limit for each connection.

(b & c) provision of bill and cost breakdown analysis.

(d) identification of 'high roller' and dormant users/services – Data Sharer users can also be set to receive data threshold notifications.

(e) anticipation and avoidance of 'unexpected dramatic increases in bills which may be caused by a change in usage made without understanding the impact – Data thresholds that can be set and removed across users at any time to provide text warnings when users are approaching monthly limits.

(f) provision of usage alerts (e.g. text warnings sent to users when a threshold is approached and then breached) – Setting and managing monthly usage limits to control out-of-plan charges on a per user basis

(g) tariff reviews and optimisation of tariffs; – We provide the flexibility of adding and removing additional data bolt-ons. So, if the Customer expects consumption across its estate to increase, or if the Customer's advisor sees that consumption is trending to break thresholds, then an additional data bundle can be added to accommodate this. Then, when the consumption drops down again, this bundle can be removed.

(h) management of subscriber permissions. Data caps can be set and removed across users at any time. The data usage cap will result in the user being warned as their limit is approaching and then barred once their UK Data allowance has been fully consumed.

(i) ability to enable or disable and limit:

- international calling
- roaming
- premium services

on a per user basis either via the Customer's dedicated offsite advisors or the Customer's customer online portal Vodafone Corporate Online (VCO). Usually, Vodafone's public sector customers prefer all users to be barred from making international calls and from roaming abroad then for this functionality to be enabled in line with their mobile usage policy.

(j) **Spend Manager** – part of Vodafone's mobile tariff and allows you to set and manage a monthly usage limit to control out of bundle charges on each connection and avoid unnecessary bill shock. This limit applies to charges and services (for example premium rate calls, messaging, data usage, picture messages, app purchases and roaming in certain countries) that aren't included in the tariff bundle.

(k) **Public Sector Traveller** offers the capability to control cost while the Customer's users are working abroad. For the majority international destinations, this simple daily fee [REDACTED] allows a Customer user to roam with their tariffs across the world as if they would in the UK.

Vodafone's governance overlay will help the Customer manage costs in line with the Customer's strategy and budgets. This reporting can either feed into the monthly service management reviews led by the Supplier Service Manager or take place as a separate review depending on the Customer's preference. Monthly reviews are typically over the telephone with face-to-face meetings where required.

An example of how data consumption will be monitored is with mid-month temperature checks. Vodafone will work with the Customer to agree the controls that are required, such as thresholds and caps, which can be managed by dedicated offsite advisors and directly by the Customer in Vodafone's Vodafone Corporate Online (VCO) portal.

Vodafone's advisors manipulate the relevant information on the Customer's service to provide the intelligence and insight on the Customer service in one comprehensive monthly pack that is discussed together with recommendations for future cost efficiencies. Outlined below is an overview of the information which is available for inclusion in reports.

- Account structure
- Usage reports
- Management summary reports
- Trends/patterns
- High user reports.

Added value

The experience and expertise in Vodafone's dedicated advisor team will enable management reporting. Reports can be tailored to the Customer requirements. They can be amended and enhanced as the service develops to provide the Customer with the data and insight to ensure that Vodafone is working within the Customer's budgets and realising costs savings where possible. For

example, early visibility of trends and increased usage allows for early action to be taken avoiding bill shock.

Continuous improvement

As Vodafone's usage and user-based reporting is tailored to the Customer's requirements, should enhancements or additional information be required, this can be added into the Customer's reporting. This ensures that not only are the Customer's initial requirements met but Vodafone will continue to work with the Customer to future proof requirements and align to the Customer's business outcomes.

5.3 Customer Portal

Vodafone Customer Portal [MS-040, MS-041]

Vodafone's self-service portal is called Vodafone Corporate Online (VCO). It is a simple to use, secure, online service that puts the Customer in control of its entire mobile estate. It is the fastest and easiest way to place orders, make basic amendments to connections and review the account estate and usage separately. VCO also enables self-serve tasks that the Customer would normally call or e-mail the customer service team for. The Customer's approved users can order new devices and accessories, manage SIMs and connections, track orders, monitor usage and much more.

It is important that VCO is a relevant and support tool. Therefore, the Customer's Vodafone dedicated Offsite advisors will work with the Customer to understand how the Customer would like to use VCO, providing support and expertise. There is no additional cost for the delivery of this service and training will be provided free of charge to ensure Customer staff, and staff from associated GLA organisations, can use it most effectively.

Vodafone will provide Vodafone's VCO portal to nominated Customer authorised users to access account details. The 'My Account' functionality is for Customer administrator (often called a super-user) to set levels of VCO portal access, controlled by the specific role that a VCO user is assigned. As an example, a Customer VCO user can be given permissions to amend existing connections but be restricted from ordering new ones. This functionality is useful for enabling delegated, but restricted, authority to a chosen outsource supplier or contract staff. It will be important for GLA and LLDC portal administrators as they will only have access to their user connections and no others.

VCO has powerful reporting functionality. The Customer's administrators can set-up and receive standard pre-defined reports, or a tailored report portfolio that meets specific requirements fully. Reports can also be automated, or easily generated ad-hoc to enable simplified analysis of data. The reports generated chart the Customer usage and expenditure at different levels and help to identify trends, as well as enabling more effective, real-time management of the Customer's mobile account. Every time a Customer administrator logs-in to the VCO portal, they will be presented with a dashboard that charts the up-to-date usage activity of the users they are responsible for.

For more information, please visit <https://www.vcol.co.uk/home/about-vco.vco>

VCO is the quickest way to manage your Vodafone Business account online. You can order new devices and accessories, manage SIMs and connections, track orders, monitor usage and much more.

Key features

- Easy ordering online
- SIM management
- User set up
- Administration
- Preferences
- Billing
- Tech Fund admin
- Transfers
- Device guides
- Network Status
- Price lists
- Companion app

VCO Facilities Offered

VCO offers a complete self-management package, containing five main functional areas supported by a popular Web Chat help facility that can also be used to raise incidents and queries with the Customer's customer support team:

- Ordering
 - New Connections
 - Device only ordering (hardware)
 - Upgrades
 - SIM connection
 - SIM swap
 - SIM disconnection
 - eSIM ordering and management
 - Blank SIM ordering
 - Order from price lists
 - Accessories
 - Saved Order Templates
 - 1 or 2 stage order approvals
 - Order tracking and history reporting
 - Bulk requests (26+)
 - Port in over existing connection
 - Insurance checker
 - Tablet Store

- SIM Activity
 - Connect a SIM (up to 25)
 - SIM Swap
 - Disconnections (up to 25 at a time)
- User Set Up
 - Delete users
 - Reset users
 - Check users login activity
 - Multiple user access levels
- Administration
 - Edit connections
 - Voicemail PIN reset
 - User Name changes
 - Cost code/allocation code changes
 - Change price plan/SOCs (e.g. Spend Manager, Public Sector Traveller)
 - Enable/Disable bars
 - PAC Request
 - eSIM admin
 - BEN to BEN moves (sub-account management)
 - Content Control
 - Suspend/Restore connection
 - Disconnection a number
 - Check airtime billing account (BAN/BEN)
 - Check last device purchased
 - Check PUK code
 - Check which mobile number a SIM card is connected to
 - Request Network Unlock Codes
 - Price plan and Option alerts
 - Phone summary
 - Multi corp access
 - Price plan add on – expiry tool
- VCO Preferences
 - Set activation dates
 - Set mandatory delivery addresses, cost/allocation codes
 - Prevent changes to equipment invoice address
 - Fixed dial SIM number lists
 - Mandate use of order templates
 - Default delivery method

- IOT self service
- Default tech fund amount to be taken on orders
- Mandate ordering with a short dial (if available on the Customer's account)
- Remove steps from order journey
- Select price plans, SOCs and devices relevant to the Customer's account
- Online Billing
 - Download Invoices
 - Download reports
 - Check unbilled usage
 - Equipment invoice
 - Credit notes
- Reporting
 - Comprehensive range of pre-built and customisable reports – described in more detail in Vodafone's response to 5.5.
- Other (Help and Support)
 - Share transition documents
 - View device guides
 - Network Status Checker
 - View price lists
 - Secure file exchange
 - Notifications
 - Video library – training
 - Book training online
 - FAQs library
 - FAQ search
 - Preferences engine
 - Homepage search
 - eReader compatible

Added Value

The VCO companion app

The VCO companion app helps the Customer's portal administrators to manage Customer accounts on the go from their mobile phone. A handy complement to the VCO desktop application, the app puts the most popular VCO features at an administrator's fingertips.

With VCO app features, and just a few quick taps, a portal user can:

- Edit users
- Edit connections
- Edit price plans/SOCs

- Suspend/Restore and disconnect users
- New connections
- Track current orders
- Access help and support
- Check network coverage
- View the logged-in status of people on the Customer's network
- Use app to unlock account.

The free VCO companion app is available from the App Store (apple.com/uk/app-store) and Google Play (play.google.com).

The Customer can take advantage of several access options be it direct into Vodafone's portal, using self-serve capability and 24x7 access to information combined with the tailored support of Vodafone's dedicated advisor team during working hours, who can take ownership of day-to-day user and portal admin and operational issues, allowing the Customer's team to focus on other key activities.

Here you'll find all the latest new features in VCO. Feel free to feedback with the improvements you'd like to see.

[Feedback](#) [Go to login page](#)

Device Release Manager

Device Release Manager is a new VCO feature that allows an authorised user to activate all mobile handsets and all new devices going forward. It makes it easier to access the latest devices without having to do anything.

Users get immediate access to all available devices and all new devices.

This will appear in VCO admin > Preferences > Customise VCO preferences

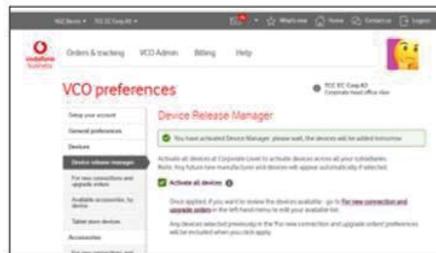
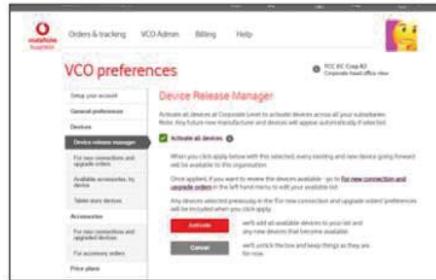
You can switch on Device Manager in Preferences and switch it off at anytime.

Continuous Improvement

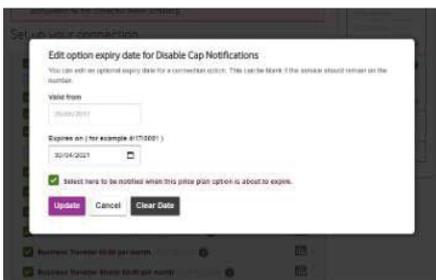
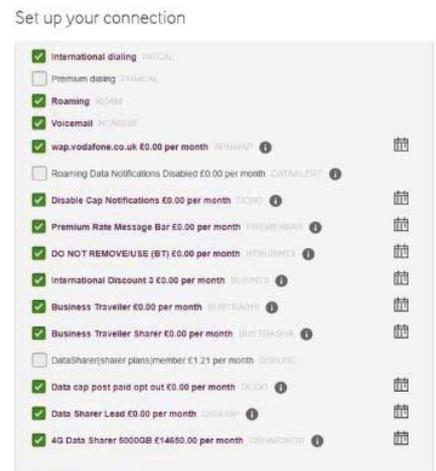
Customer feedback indicates Vodafone's VCO portal offers an easy-to-use self-management experience giving you total control of the Customer's mobile estate. Vodafone continually invest in this tool with monthly sprints delivering enhanced and new capability in response to customer feedback.

Recent developments include

- **Device Manager:** Allows customers to switch on all devices for their account (in preferences) with one click



- Price Plan Option Expiry Tool: allows users to set an expiry date against compatible plan options. Users see a new icon against the plan option (also known as a SOC) which indicates an expiry date can be set using a date picker. This is useful for enabling and then automatically disabling Public Sector Traveller, for example.



5.4 Support Desk

A Comprehensive and Proactive Support Desk [MS-042, MS-043, MS-044, MS-044a]

Vodafone will provide a Support Desk for users authorised by the Customer which can be accessible by telephone or email as a minimum. Vodafone's Support Desk is geo-resilient, allowing Vodafone's agents to work from geographically dispersed UK locations. Vodafone shall provide dedicated offsite advisors who will be the point of contact for all authorised Customer users on Vodafone's Support Desk for in- life day to day support. They will be available via a dedicated email, and dedicated telephone number from 8am to 6pm Monday to Friday (excluding bank holidays). Outside this time Vodafone's shared Support Desk is available 24*7*365 via telephone and webchat.

Vodafone's service model is a Support Desk to Support Desk model. The Customer, and the other entities/units will be expected to provide a Support Desk to manage issues, orders, and incidents, providing triage. The Vodafone Support Desk will take issues directly from authorised contacts. Support for individual End Users is available via Vodafone's End User support via 191.

Vodafone's proactive dedicated off-site advisors will be responsible for supporting the Customer with optimising the Services to minimise costs through a variety of reporting and analysis on the monthly invoices and reported data in respect to usage and costs. In addition, they will receive and process orders including the replacement of faulty Devices or accessories, and service requests such as ceasing of connections or roaming requests, ensuring status, and tracking updates. All incoming activity and requests from the Customer will need to be sent via email. The advisors will track response and completion time to report on the required SLAs for the monthly performance reporting.

The advisors will provide support for:

- (a) receiving and processing orders and providing status updates
- (b) Raising Incidents and queries relating to the Services and tracking progress
- (c) amending service details, e.g. cease or bar connections,
- (d) arranging for replacement of faulty Devices or accessories, including delivery details
- (e) arranging recycling of Devices no longer required, including collection details
- (f) provision of technical support, e.g. for the set-up and configuration of Devices or services
- (g) requesting billing information/reports.

Any incidents can be raised with the advisors who will take ownership ensuring these are raised with the relevant support team and updates are provided through to resolution. Outside the support hours of the dedicated advisors, 8am-6pm, support will be provided by Vodafone's shared service desk. Vodafone's Network Operations Centre proactively monitors Vodafone's network 24*7*365 for network level issues, security risks and degradation, ensuring that any issues are proactively identified and addressed before there is any impact to the Customer's service experience. [MS-044a]

Continuous improvement

The benefit of Vodafone advisor support is exactly that, they are dedicated to the Customer and can therefore tailor their support to the Customer requirements. Working collaboratively, they will get to know key colleagues and their business requirements and drivers so they can respond accordingly delivering visible value to the Customer's organisation. Their combined and shared experience brings a wealth of knowledge and expertise from working with similar customers, bringing best practice and proactivity to the relationship. With the addition of an extra resource in the team, Vodafone will be able to offer the flexibility within the Customer's service model to respond to changes within the Customer's requirements. The Customer's Service Manager will review all operational performance at monthly service review meetings with the Customer's own service team, any issues that have caused concern or are not working as smoothly as possible will be reviewed and actions fed into an account Service Improvement plan (SIP) for resolution and outcome-based tracking.

5.5 Reporting

The Vodafone approach to reporting [MS-045, MS-046, MS-047, MS-048, MS-049]

Vodafone will provide monthly reporting with details of the Services consumed, performance of the Services and costs incurred, including supporting details.

During transition Vodafone will work with the Customer to review and agree the Customer's reporting requirements, including those set out in the contract. This will be managed and collated by the Customer's dedicated advisors who will tailor the relevant information from VCO (Vodafone Corporate Online) tool into a Customer customised and specific pack.

Data Usage Insight and trends:

Analysis of data usage will reveal averages; highlighting potential differences in data consumption by job role/department and advise on acceptable data limits, providing context to how data is used throughout the organisation. Monthly reviews of data consumption (amongst other points) with stakeholders, to look at overall consumption, trends and top consumers of data and other relevant points.

Customer facilities for reporting and customisation options:

The VCO portal has a built-in Billing Analytics dashboard, which displays a range of statistics, such as the number of calls made, data volume consumed during the billing period and unbilled usage data.

The Customer can view the minutes consumed per user through the 'Usage' report. The billing analytics functionality of VCO can be used to identify the users consuming the most Voice, SMS and Data through downloadable Excel or PDF reports. Users can also schedule reports that are generated and emailed out automatically on a regular basis.

Addressing the specific reporting in the requirements:

The reports provided will support different views of the Services consumed, including:

- (a) overall Customer summary
- (b) individual reports for each unit/cost centre
- (c) breakdown by Service and/or applicable tariff.

We will provide monthly performance reports on key network service parameters within Greater London as experienced by the Customer's users. Performance reports will include:

- (a) voice call success
- (b) SMS success
- (c) data performance parameters (e.g. authentication success, average speeds, latency)
- (d) service outages affecting Customer users, including network services or Data Links
- (e) customer service performance measures
- (f) a commentary on key trends or service disruptions during the period.

Below is an overview of the types of usage reporting information dedicated advisors will include in their monthly reporting pack.

- (a) number of users / connections in an area (organisational unit/cost centre)
- (b) overall usage by type of function (i.e. voice / SMS / data)
- (c) number of active SIMs
- (d) highlight of usage that is significantly above average for that area, e.g., reporting of 'top N' users
- (e) highlight of usage that is significantly below average usage for that area, or zero usage
- (f) highlight of out-of-bundle usage including any premium rate calls or data/messages by individual user/connection where applicable
- (g) historical/trend analysis information for variable periods of time

(h) highlighting indicators which may point to irregular user behaviour or service faults

(i) volumes and type of calls or usage by individual user/connection, groups of users/connections, service, location, etc

(j) full cost analysis of volumes and type of calls or usage by individual user/connection, groups of users/connections, Service, location, etc.

VCO Reporting Capability



Vodafone business

Orders & tracking VCO Admin Billing Help CSA

Dashboard Reports Administration

Billed data Unbilled data Ready to download Scheduled reports

Search [] All [] Search

All Billing Analytics Data is strictly CONFIDENTIAL

Summary reports	Detail
Invoice summary	Usage
Charges	Call type
Phone summary	Frequently dialled numbers
Management summary	High user spend
Minimum spend	SOC

Order Reporting

- Order tracking
- Download order history report
- Create order history report
- Download order report
- Transaction report

Billing Reporting

- Unbilled usage
- Billing analytics
- Last invoice summary
- Usage charges

- Top Spenders
- Top Deviations
- Watchpoints – numbers / source and destination
- Invoice summary
- Charges
- Phone summary
- Management summary
- Minimum spend SLA
- Zero Usage
- Equipment invoice
- Outgoing and Incoming usage summary
- Usage
- Call type
- Frequently dialled numbers
- High user spend
- Price Plan/SOC
- Outgoing and Incoming usage summary
- Billing period
- Bundle usage
- Cost summary
- Call Tagging
- Summary reports
- Detail report
- Unbilled usage in detail

VCO provides reports that can be used to understand the account structures, devices, trends in spending, usage on an account and individual level and more.

- The account structure and total number of connections assigned to any cost centre or similar structure, with a breakdown by type / tariff
- A breakdown of usage based on call classification, duration, number of SMS messages and data usage
- Exception reports where users breached fair usage policies / bundled amounts
- Details of the device type/ model associated with the connection, connection commencement date and current bars/ usage limits
- Analysis on usage patterns, including but not limited to, top ten numbers called by value / volume, top 10 users by value, international numbers, premium numbers, 5-digit SMS numbers, zero usage and usage compared with previous months.
- Usage – you can view the minutes consumed per user through the 'Usage' report. This report identifies top users of voice and data
- Highest Spenders' – this report highlights High User Spend through the following categories: Phone number, Sub account (BEN), Username, Dialed number, Destination, Date, Time, Duration, Data volume (MB), Cost (£)

- Most Expensive Calls – this report highlights charges by using the following data categories: Invoice Number, Billing Sequence Number, Invoice Period, Invoice Date, Account (BAN (Billing Account Number)), Sub Account (BEN), CTN (Customer Telephone Number), Username, Allocation Code 1, Allocation Code 2

A benefit to the Customer is that reports can be scheduled to run automatically over a time-period selected by the Customer. They can be automatically emailed to a list of recipients such as Cost Centre Managers for review and approval. Just as easily, ad-hoc reports can be generated to 'deep dive' into a topic or area of concern.

Service Management Reporting:

As part of Vodafone's service management provision, the Service Manager will be responsible for the in- life delivery and continuation of all services supplied. The Service Manager will:

- Analyse, report, and investigate service performance metrics, to measure service delivery quality and recommend improvements
- Regularly review performance with you
- Provide a monthly Service Performance Report.

The monthly service performance report will provide context-based information to help evaluate service performance, enabling improvement opportunities to be quickly identified and addressed. During the monthly Service Review, we will jointly assess service effectiveness and make informed, strategic, and tactical operational decisions regarding ongoing reporting, relationship management and governance of the Customer service.

The reports will include:

- Performance against Service Levels for the period
- Summary of Support Desk activities, including incidents raised and resolution
- Continual service improvement activities
- Progress reporting during transition of services.

The monthly service performance report will be delivered by the 10th working day of the month.

Continuous Improvement

All reporting is reviewed at the joint monthly service performance review meetings to ensure that through continuous improvement we meet the Customer's ongoing requirements.

Vodafone is committed to the process of continuous service improvement (CSI), improved efficiency, and innovation of the Services. Vodafone will take the initiative in the identification and evaluation of new business processes, technology, and improvements for application to the Services and respond to any Customer requests for information in respect of potential improvements to the Service.

Vodafone's continual service improvement process forms a major element of Service governance activities alongside regular governance forums to monitor service level performance, supporting innovation.

Commitment to continuing accreditation against IT standards (ISO 20000, ISO 27001 and ISO 22301) requires periodic assessment of methods and brings about innovative improvements, which are then reflected across the Services provided.

The primary purpose of CSI is to enable the on-going alignment of the Services to changing business needs, by identifying and implementing improvements to the Services that support business processes. The improvement activities and associated support services support day- to-day service operation. In essence, CSI is about looking for ways to improve process effectiveness and efficiency as well as cost effectiveness.

As part of CSI, Vodafone employs an independent third party to continually measure satisfaction across a sample of Customers. The feedback informs subsequent Vodafone CSI initiatives.

Should any findings, resulting from analysis of the reports and subsequent customer review meetings, that Vodafone considers are cause for concern then these will be addressed in the Service Improvement Plan (SIP) which underpins Vodafone's approach to Continuous Service Improvement (CSI).

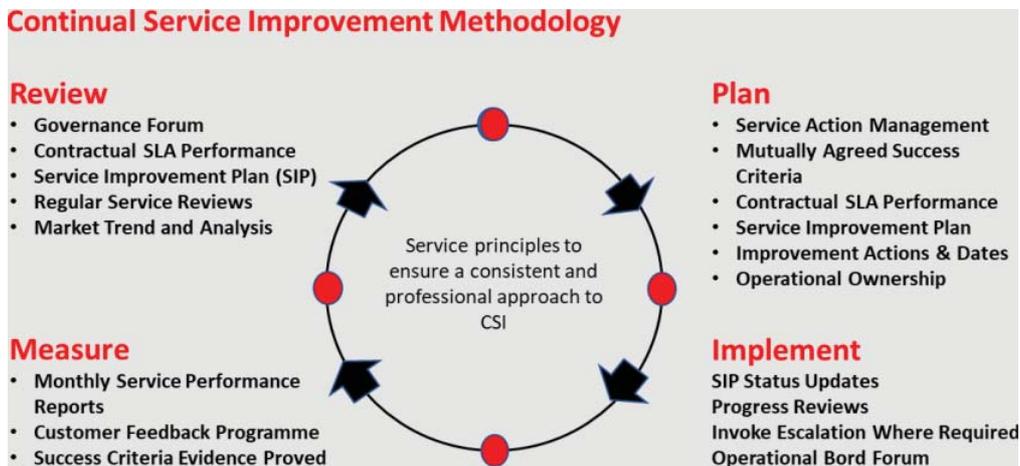


Figure 1. Vodafone's continual service improvement methodology

6. TRANSITION SUPPORT

6.1 Transition Support

Vodafone appreciates that changing communications provider is an important decision for the Customer. We have many years of mobile on-boarding experience that we will use to mitigate transition risk.

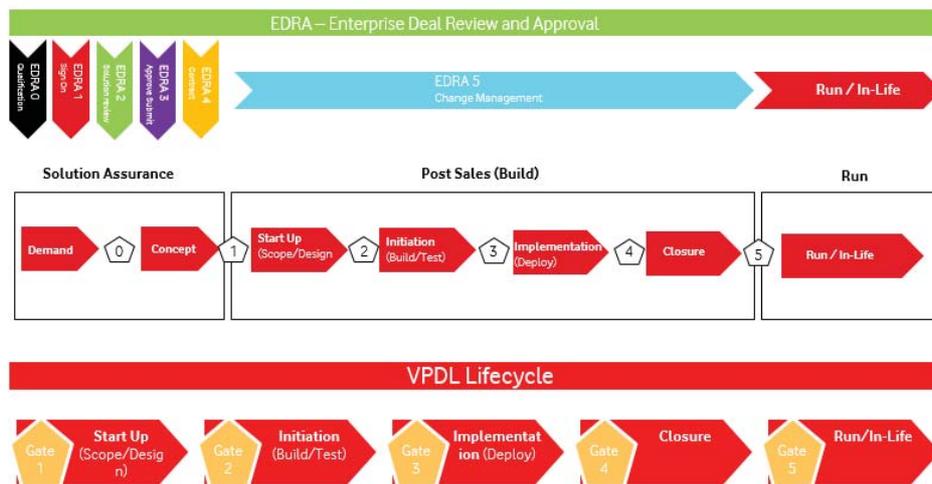
[a] an overview of the Customer's delivery and governance model for transition.

The Vodafone Project Delivery Lifecycle (VPDL) is a gated, governance framework for the management of projects. It brings together key Processes, Guides, Templates and Tools to support project managers, and ensure project delivery is successful. Vodafone will appoint a Mobile Transition Manager to use this framework to deliver the Customer project.

VPDL is compliant in the following best practices:

- PRINCE2
- Managing Successful Programmes (MSP)
- Management of Risk (MoR)
- Management of Portfolios (MoP).

Figure 1 demonstrating the comprehensiveness of the VPDL
Vodafone Project Delivery Lifecycle - VPDL



Key elements of Vodafone's Project Management Framework include:

- **Risk Assessment** – Assessing risks and developing risk mitigation strategies.
- **Right Resources** – Creating a project-specific organisation, showing the structure of the project; the people involved and their roles.
- **Planning** – We will have a joint Project Definition Workshop to define and agree on the project approach and scope with the Customer's team.
- **Management Overview** – Including management and team reviews, reports on project status and progress, documentation of project initiation and closure and tracking project governance.
- **Quality Assurance** – Making sure we meet the Customer's quality requirements.
- **Communication** – Keeping all parties informed via an agreed communications plan.

The VPDL is a flexible framework that allows project delivery to be tailored to the Customer's requirements. This is normal for programmes within Government agencies and large multinational concerns requiring bespoke project management, including the project detailed above.

A Mobile Transition Manager will be assigned upon receipt of contract, and they will work closely with the Customer's project team to implement the mobile services.

The Transition Manager will provide a single point of contact for the duration of the implementation of the project and will follow the standard process. They will work with you to ensure the Customer's connections are configured as required. Vodafone's main document for configuring users for the transition is a master transition document which contains, the mobile numbers, usernames, delivery information, tariffs, services, and features. The Customer will ensure the Customer's users are assigned features, such as Roaming/International Calling and possible service restrictions such as capping or barring of premium rate calls configured ahead of numbers porting to Vodafone, and is responsible for ensuring the Customer's Corporate Account, Airtime and Equipment Billing is configured correctly.

We recommend that during the course of the rollout a number of users are identified and used to demonstrate how various network activities are actioned – i.e., barring/unbarring, suspending/unsuspending. The Transition Manager will provide training on how to action on VCO. This will show timescales for the network activities to complete, and assurance that the process works.

The Customer will provide a named contact to interface with the Transition Manager. They will be able to access, handle, validate and share data relating to the end-users. This is typically a project manager.

Vodafone recommends that the Customer creates an email address specific to the implementation, to be utilised for all internal communications and will be referred to on any SMS communications sent as part of the communication planning.

The Customer's Delivery Specialist will arrange training for Vodafone's online ordering, administration and billing platform Vodafone Corporate Online (VCO). Appropriate trainees must attend this course.

Should onsite device rollout be required, we may use a trusted supplier. In this case Vodafone will manage the third party.

[b] an initial Outline Transition Plan identifying the recommended steps and timescales;

The plan is based on the contracted services, and the information gathered during project initiation and engagement with yourselves.

Contents include:

1. Timeframes and key milestones
2. Special requirements
3. Agreed outcome and success criteria including testing
4. Pilot implementations
5. Risks, issues, dependencies, and assumptions
6. Tasks and actions, with owners
7. Key events – porting dates, and device and SIM distribution events
8. Communications plan
9. Contingency and risk mitigation plans
10. Meetings and review points
11. Project closure activities.

As numbers are ported, they are uploaded to Vodafone's billing system VCO, which will hold billing information.

Project dependencies and risks will be discussed at project initiation to ensure an aligned understanding, approach to implementation, and to agree mitigation plans.

As with all implementation projects, in Vodafone's experience it will be highly likely that there will be a number of mobile connections that cannot be identified; are no longer required or have changed their usage requirements. The Transition Lead will work with you to help identify where connections are no longer required. Reviewing the estate can identify a significant saving in connections required and ensure users are set up on the appropriate tariff. The review of data will take place throughout the project, to ensure accurate data can be produced. Typically, this is breakthrough for continuous improvement saving, typically of 10% plus of current active connections.

The Transition Plan will be updated regularly and discussed on weekly checkpoints. Where an update is requested outside this it will be provided as soon as reasonably possible.

The Mobile Delivery team will ensure the Customer's account and services are handed over into the live Customer Service environment.

Tasks include:

- Customer satisfaction sign-off
- Review and Customer sign-off of first, full invoice
- Provision of a final account structure report.

The full plan as described above will be produced in conjunction with the Customer.

In addition to the requirements detailed in the tender, there is a new requirement for integration with the Customer's private telephony network to enable mobile users to access lines on the Customer's private network using established short numbers. This is usually referred to as a MOBEX solution and requires the installation of a physical link to be connected to the Customer estate.

This link will be provisioned to two sites as a single link to each site and is delivered as a standard dedicated circuit. A SIP overlay is configured to provide 45 channels per site, and can then be linked to the Customer's phone systems via the existing Session Border Controllers.

Vodafone's mobile platform will then be configured so that it carries out the appropriate digit translation to route calls to and from the two sites. The Customer and their PBX team will be required to configure the PBX platform to route calls to and from the extensions associated with various mobile numbers.

This requires accurate information to be gathered from the Customer to ensure a 'right first time' configuration. The requirement will be discussed at the project kickoff and assistance provided to ensure that the data is captured in good time.

By deploying the MOBEX this way reduces the Customer and associated PBX support staff to a minimum and makes adding additional handsets to the solution a simple exercise with changes only being required at a single point, Vodafone's mobile network. This will only change in the event of a change to the extension ranges used for the mobile estate which will require additional work on the part of the Customer's mobile support team.

A detailed plan of the installation will be produced if taken up by the Customer and will use Vodafone's standard lead times for installation. This is subject to a number of caveats, particularly site surveys, wayleaves and other potential issues for the installation of circuits to a site.

Due to the timescales for the project the MOBEX, if taken up, will need to run in parallel with the rollout of Vodafone services and be implemented when ready.

[c] external dependencies and arrangements for working with third parties

Vodafone has significant experience working with external third parties for the migration of mobile services and the provision of new services.

For the migration of services to Vodafone the third parties involved are the incumbent supplier codes required for the port and the distribution services for the delivery of Sim cards and devices.

Vodafone's external dependencies are as follows:

- Port Authorisation Codes (PACS) - A PAC is required to move the Customer's numbers to Vodafone. Vodafone's Transition Manager will advise how you can obtain this code. We will also advise you on the Customer's responsibilities regarding obtaining this from the Customer's incumbent supplier. We'll also guide you on the right time to obtain the Customer's PACs.
- New SIMs - You will need a new Vodafone Sim. We offer several standard options for mobile delivery projects requiring SIM/device replacement activities, including despatch to either a central location, or home addresses.
- Where handsets are ESim compatible, identify those users, and once email addresses are captured, request QR codes to be created for porting.
- New Devices - You can choose to re-use existing phones on the Vodafone network providing they are not locked to another network provider. The unlocking process requires you to obtain Network Unlock Codes (NUCs) from the Customer's current service provider. It will be the Customer's responsibility to obtain these.

The porting process is a set process, owned by OFCOM and this makes calls on all parties to transition from one supplier to another smoothly. Due to OFCOM regulations, one network provider

CANNOT contact another about the progress of ports on the actual day of port itself. Only the following day.

For distribution services Vodafone have a number of trusted partners who have been used on a variety of projects. Where required, other third parties are used to provide on-site distribution of devices. In all cases the third parties are subject to the same obligations as Vodafone.

Key Dependencies

Resource – Provision of adequate resource to support the implementation. This named contact will interface with the Transition Manager and will be able to make decisions regarding the project.

Accurate estate data – Provision of accurate data and device information. To complete migration in the stated timescale accurate estate information is required within two weeks of signature.

Manage incumbent suppliers – Manage incumbent service provider and such tasks as requesting PACs (Porting Authorisation Codes) and NUCs (Network Unlocking Codes). Vodafone are unable to liaise with incumbents.

Ensure end-user cooperation – Liaise with and manage the Customer's end-user base.

The Customer's specific risks – Communicate any specific risks, exceptions, or requirements to us so they are understood and planned for accordingly.

[d] key risks to timely delivery with proposed mitigations;

Vodafone has extensive experience of managing transition related risks. We have a robust and established risk management process

Risk Mitigation:

While Vodafone ports hundreds of thousands of mobile numbers every year without issue, including critical national infrastructure and emergency services there is always a risk of a port failing.

The risks are well understood, and Vodafone has robust contingency plans, escalation paths and support mechanisms in place to cover any issues.

- Transition Managers are experienced and skilled in managing risks.
- Mitigating action will be taken to minimise risks
- Ports are closely monitored
- Automated exceptions reporting provides an additional assurance.

Typical risks associated with large migration projects;

- The incumbent Service Provider does not meet their obligations:
 - Mitigation: clear dependencies and guidance on how to manage the Customer's incumbent.
- Porting failure:
 - Mitigation: following standard, established processes including the use of phased porting to avoid implementing change to a whole function or team. Use a 'pilot' phase to prove the process works. Validate all implementation plans and review regularly. There are also automated exceptions reports and in-built system-automated rectification processes which highlight issues and resolve
- Data quality is poor:
 - Mitigation: providing guidance on data requirement, and standard. Use standard master templates.
- End-users are unavailable:
 - Mitigation: provide advice on how to work with the Customer's end-users. If a bespoke requirement is needed, we can assist with a mass communication service.

- Devices incompatible with contracted services:
 - Mitigation: manage through compatibility checks.
- Devices network locked, preventing porting:
 - Mitigation: manage through guidance on device unlocking.

Key Assumptions

Be ready to proceed: To migrate the estate in the required timescales the first tranche of numbers requiring migration must be available within two weeks of contract start.

Act in a timely manner: We require that the Customer execute its responsibilities as outlined in the Implementation Plan.

Manage the Customer's incumbent provider: Vodafone cannot liaise with incumbent service providers, we will require the Customer to action in a timely manner.

Provide accurate data: We will require the Customer to provide accurate data on the Customer's estate and requirements.

Manage end-user community: Manage the Customer's end-users to ensure they are ready to proceed and carry out activities expected of them.

[e] an overview of Vodafone's approach to supporting transition at exit to any future provider.

Exit Support

This section does not detract from Vodafone's obligations pursuant to Schedule 7 (Exit Management).

At contract end Vodafone shall engage with the Customer and any future provider to ensure a secure and orderly transition from one supplier to another. A plan shall be created and agreed between the Customer and Vodafone account management at time of exit. Key to this is the establishment of clear roles and responsibilities and an example RACI is shown below.

Activity	Buyer	Vodafone PAC Team	New Provider	Vodafone Porting Team	Vodafone Billing Team	Vodafone Account Team
Notify Vodafone account team of intention to Exit	R/A		I			C/I
Request Porting Authorisation Codes (PAC)	R/A	I	C			I
Issue PACs	I	A/R				I
Supply PACs to New Provider	R/A		I			
Port in from Vodafone	I		A/R	C/I		
Provide Port Out Files			I	A/R		
Close accounts	I				R/A	C/I

Exit methodology can be broken down into the following milestones:

1. PRE-SERVICE TRANSFER – setting out processes and obligations that will operate prior to receipt of a Notice to Terminate (or 12 months prior to expiry of Contract or in line with a Termination Assistance Notice). This phase is associated with the Customer procurement and ITT activities where the requirement is for the SUPPLIER to provide the Customer data or information and support.
2. SERVICE TRANSFER PROCESS – setting out processes and obligations that will operate prior to, or upon, receipt of a Notice to Terminate (at a minimum 6 months prior to expiry of Contract or in line with a Termination Assistance Notice).

3. MIGRATION / EXIST PLANNING – setting out the Services and how they are to be migrated over to a REPLACEMENT SUPPLIER or to the Customer. This phase will be supported by a migration plan which the Customer or REPLACEMENT SUPPLIER shall provide, and against which the SUPPLIER's PID and exit plan shall be based.
4. SERVICE CANCELLATION NOTICE – formal cessation of the ordered service(s)
5. CONTRACT EXPIRY – remove assets, cessations, access, data and decommission.
6. CLOSEDOWN – confirm all Exit Deliverables fulfilled, payment of final invoices

The timescales above reflect the time to trigger the exit plan as opposed to the actual duration of the plan.

7. ADDITIONAL SERVICES

7.1 Conference Call Facility

[a] Conference Call Facility [MS-063]

Such legacy voice conferencing services are now commonly superseded by capability offered by collaboration services which the Customer may already be deploying.

However, Vodafone understands that the Customer may need an alternative voice conference facility which can be provided through Vodafone's Vodafone Business Unified Communications (UC) suite of services.

Vodafone can deliver a single platform that can accommodate a range of work patterns and communication methods. Vodafone's optimised capability supports a coherent internet connection across all devices delivered as a public cloud package with all the cost, productivity and operational benefits that brings. This approach exceeds the 150 User requirement.

Vodafone's public cloud UC offer is built on the market leading RingCentral platform, offering the Customer access to all the capabilities of an on-premise service and more without the associated management and maintenance overheads. It is often referred to as 'Unified Communications as a Service – UCaaS.', the service is hosted in the vendor data centres, and Vodafone presents it as a consumable cloud application. This provides all the benefits of a cloud service without any of the associated risks of private hosting or on-premises hosting. Vodafone also includes all the core networking including access to the PSTN and mobile networks, and connectivity to the RingCentral platform.

Figure 1 below shows some of the features of the service:

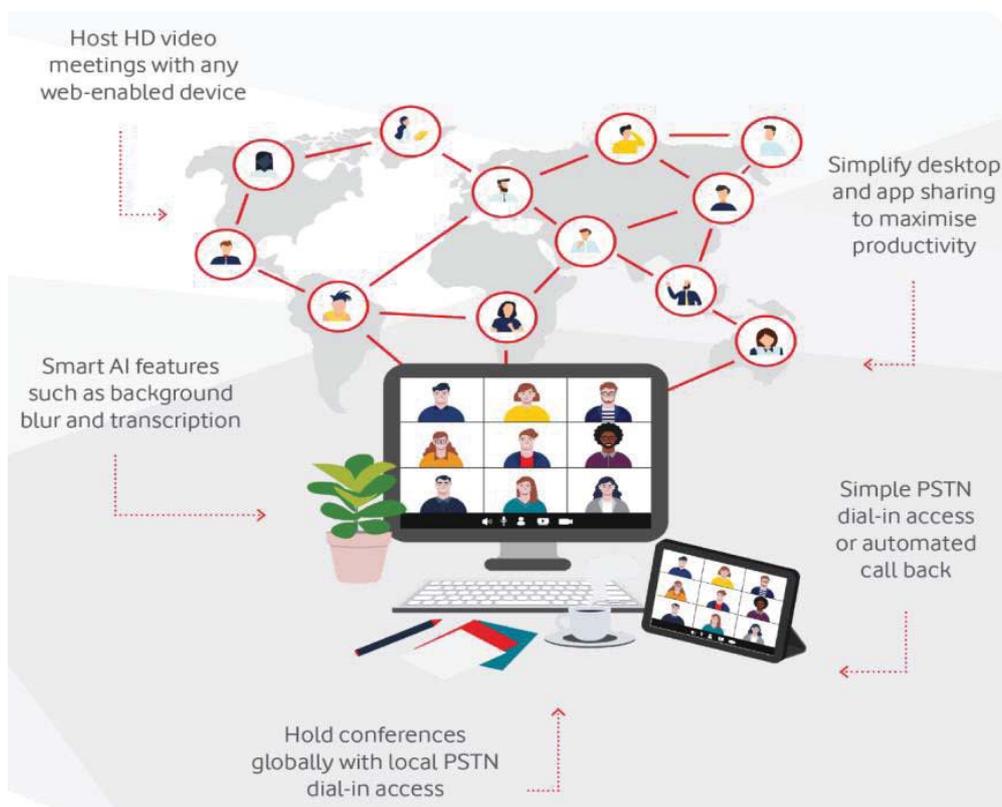


Figure 1 – Features of the Vodafone Business UC service

The Standard Voice only licence can be used by each host to facilitate voice conferencing meetings with up to 1000 participants.

Conference calling allows Customer users to set up, host, and join conference calls on their computer, as well as their desk phone, smartphone, or tablet. Should the Customer require additional

functionality or integration into existing collaboration tools such as MS Teams in future, then Vodafone Business UC can be tailored to meet these requirements.

7.2 Secure Network Access

[b] Secure Network Access [MS-064]

Businesses are increasingly adopting formal mobility programs to empower mobile collaboration and productivity. A Unified Endpoint Management (UEM) platform alone will leave significant security gaps from a mobile risk standpoint, as its primary role is to manage devices.

[1&5] Device attack/malware protection

Coupling Vodafone Secure Device Manager Cloud (VSDM Cloud) with Lookout Mobile Security can provide the defensive layers the Customer would need to protect business data from application, device, network, and phishing-based threats. Further to addressing security gaps, Lookout and VSDM Cloud can integrate and add value, giving the Customer devices' protection when accessing business data, enabling features such as continuous conditional access, and setting automated remediation policies. The benefits of Vodafone's solution include:

- Automated distribution of the Lookout endpoint application to employee devices
- Compliance decisions can now consider the presence of threats or risky applications detected by Lookout
- [1] Provides visibility into apps that leak data as well as malware, such as trojans and spyware
- Protection against man-in-the-middle attacks on encrypted enterprise data in transit
- Access to VSDM Cloud can be revoked following Lookout's detection of app, network, or OS-based threats
- Analyses hundreds of OS signals to identify attempts to bypass basic jailbreak/root detection
- Detect lost or stolen devices
- [5] Remotely lock or wipe devices
- One-touch mobile single sign-on across web, cloud, and mobile apps.

[2] Secure VPN Support

The VSDM Cloud platform can deploy VPN configurations to both iOS and Android handsets in either an always-on or per-app VPN configuration. The platform can be used to deploy the required settings for either an existing compatible VPN appliance, or if there is no existing VPN solution, then a Unified Access Gateway virtual appliance can be deployed as part of the solution to provide this functionality.

[3] Device access control

The Customer can secure and control access to devices/resources using VSDM Cloud as follows:

- **Device Passcode Enforcement** – VSDM can enforce device passcode requirements including complexity, length, age, history, timeout, and number of failed attempts. Biometric options can also be enabled/disabled as required.
- **Workspace ONE Access** – Previously known as Identity Manager or Identity Broker. Integrate with third-party identity stores and providers, including Active Directory, Azure Active Directory, LDAP, Okta, and Ping.
- **Federated Single Sign-On (SSO)** – Federate Active Directory to third-party of internally developed apps using one of the federation standards. Includes a password form-fill feature for SSO.

- **Mobile SSO*** – Use certificate-based SSO for seamless launching and authentication to iOS and Android apps. On Android, SSO requires Workspace ONE Tunnel.
- **Conditional Access Control*** – Application access control policy to restrict access to applications based on user authentication strength, device platform, network range and application.
- **Multi-Factor Authentication (MFA)*** – Securely access apps using Workspace ONE Verify MFA or third-party MFA, such as RSA and Duo.

*Functionality limitations for per device licensing mode

[4] Device location

The VSDM platform can retrieve location information from both iOS and Android devices. GPS settings managed from within the VSDM console can be used to retrieve device location information. The settings within the console can be configured in a battery saving or high accuracy modes. Location information can also be used for automatically applying geo-fenced configurations. The platform provides easy access to all historical location information, not just the last known location. Privacy settings allow you to restrict access to the location information. Lost devices can also be located using the Find Device feature from within the console.

Continuous Improvement –Customer Application Risk assessments

The Vodafone Lookout solution not only offers Secure Network Access for the mobile fleet but can also provide the Customer with access to a rich mobile focused threat intelligence capability that can be used to augment the Customer's existing cyber-security capabilities. The intelligence available through the solution management console can be used to enhance both reactive and proactive security strategies. As an example, application risk can be assessed on an ad-hoc basis before the application has been published or introduced to the mobile fleet. A report is automatically generated detailing an application risk score based on; GDPR, OWASP Top 10 risks and more.

7.3 Mobile Device Management

[c] Mobile Device Management [MS-065]

Unified Endpoint Management (UEM) has evolved from more traditional device solutions such as Enterprise Mobility Management (EMM) and Mobile Device Management (MDM). It streamlines security solutions into one management system, allowing IT teams to [1] view and manage device status in one place, and provide consistent security across all devices, platforms, operating systems, apps, and content. VSDM Cloud enables customers to see, control and protect their connected endpoints, anywhere. It enables customers to manage and secure their device environment with confidence, whether their staff are working from home, in the field or across multiple sites.

One platform to manage, almost every device

VSDM Cloud is powered by the UEM software application, Workspace ONE, provided by VMware® with Vodafone providing the integrated solution and managed service capability around the software.

[1] The VSDM Cloud solution will provide the Customer with a single, comprehensive Unified Endpoint Platform, powered by VMware Workspace™ ONE™, where you will have complete real time visibility of the status of the Customer's managed devices across the Customer's estate.

[2] VSDM will allow the Customer to remotely configure and manage security policies to secure the Customer's fleet of Approved Devices.

[3] The Customer can deploy, configure, and remove applications on the managed device; providing application wrapping of mobile applications and data; controlling access to corporate email and other corporate application servers and providing visibility of the Approved Device estate as well as the status of Approved Devices.

[4&5] If a device has been lost, stolen, or compromised then the Customer will be able to carry out a remote block, lock, or wipe of the device via the platform.

Figure 2 below shows the architecture of the service:

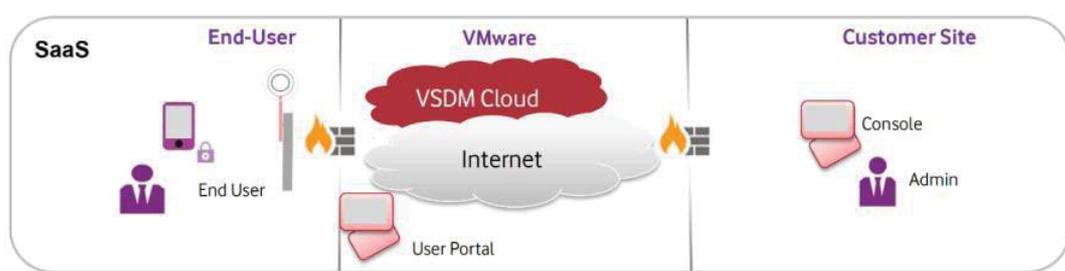


Figure 2 – VSDM Mobile Device Management Architecture

To address the device management and configuration requirements, Vodafone proposes to offer the Mobile Essentials licence with the Foundation set up. The Foundation Set-Up includes the activation of the service and the basic set-up of the configuration of the MDM administrators registered in the set-up form. The Standard Rapid Adoption Package is included as part of Foundation Set-Up and includes:

- Admin Account Creation and Roles
- User Account Creation
- Android EMM registration
- Apple APNs Certificate
- Profile Creation and Assignment
- Enrolment Methods
- Device Controls
- Application Management.

Vodafone Professional Services – Vodafone’s Managed Mobility Professional Services are aligned to support Vodafone’s customers through their UEM journey, utilising products such as Vodafone Secure Device Manager powered by VMware Workspace ONE Cloud, Vodafone Device Manager powered by MobileIron Connected Cloud, BlackBerry Unified Endpoint Management and Microsoft Endpoint Manager including configuration manager and Intune.

Vodafone’s UEM portfolio addresses all the challenges that Vodafone’s customers encounter during their mobilisation. Where customers have limited of resources, skills, time, or expertise, Vodafone can supplement the capacity of the IT team to enable adoption, configuration, and deployment of their chosen UEM solution.

The Vodafone Managed Mobility Professional Services team has 20+ years’ experience designing, implementing, deploying, and supporting UEM solutions using products such as VSDM (Workspace One), MobileIron, BlackBerry and Microsoft Intune.

The Managed Mobility team will provide Professional Services to guarantee that the VMware Workspace One Cloud environment meets the Customer’s functionality and security requirements.

The Customer can utilise the Vodafone Professional Services team to provide a variety of services, including:

- Solution Designs (HLD/LLD)
- Statements of Work
- Product Implementation including integration with:
 - Apple Business Manager
 - Microsoft 365
 - Microsoft Exchange
 - Android Enterprise
 - Azure Active Directory
 - Certificate Services
- Device Staging.

Vodafone has worked with many organisations to deploy VSDM.

7.4 Support Desk Integration

[d] Support Desk Integration [MS-067]

Incidents

Although Vodafone are unable to offer direct toolset integration for mobile incident management, typically, incident volumes across Vodafone's mobile service are extremely low. Where direct toolset integration is required Vodafone's advisors will manually transfer information between the Vodafone toolset and the Customer toolset. This approach has been successfully operated for several other Vodafone customers

Orders

Vodafone will support the Customer with the integration to Vodafone Corporate Online (VCO) for raising and tracking orders. The capability supports the following channels:

- XML (Extensible Markup Language) – original implementation
- Web Service – SOAP (Simple Object Access Protocol) implementation
- REST – latest web-based implementation.

To enable the Customer to integrate with VCO there would need to be an API (Application Program Interface) development by the Customer and once completed the Supplier can support with test credentials/support environment and testing.

Please refer to the VCO ordering API user guide in Attachment 3 to Annex 1, and VCO ordering web services user guide in Attachment 4 to Annex 1. These provide more detail around how this works and how the Customer can test the XML with their target procurement model.

7.5 Mobile Voice Recording

[e] Mobile Voice Recording [MS-068]

[1] Vodafone Network Mobile Recording can be deployed on any nominated subscriber number to record all voice and text messages and minimises exposure to operational or regulatory risk. The Customer can host recordings using in-house storage infrastructure, or on Vodafone's secure cloud storage facility. No additional installation or infrastructure is required, making setup easy. Vodafone can manage the service end to end providing access to search and playback facilities for all recordings and are available through the web-based administration console for instant search and playback. Vodafone's high-quality recordings with A and B party separation for richer analytics will enable search phrases quickly and improve risk management. Vodafone provides a central point of

contact for all recording and non-recording enquiries. All recordings are stored in dedicated, secure, geographically redundant Tier 1 data centres.

Continuous Improvement – Import call recordings

With Vodafone network mobile recording, The Customer will have the option to import call recordings from other systems such as MS Teams, existing call recording solutions and even legacy storage solutions in to one platform.

The benefit from these features include:

- Voice to text Transcription
- Sentiment analysis
- Create automated workflows to big data sets
- SMS to email.

[2] Financial Conduct Authority (FCA) Compliance

The Vodafone Network Mobile Recording capability is FCA compliant and has been successfully deployed with several financial organisations. Vodafone's standard data retention time is six months – in line with FCA regulation. Retention periods are easily extendable for MiFID2 regulations.

7.6 Private Telephony Network Integration

[f] Private Telephony Network Integration [MS-069]

The Vodafone fixed link (Mobex) service is a Virtual private network (VPN) which allows for private telephony network integration by providing customers with a connection between the mobile network and their private telephone network over a SIP Trunk.

Vodafone proposes the SIP trunk is provided over new physical access circuits installed into the network sites at Baker Street and Embankment to accommodate the required 45 channels each with enough bandwidth to add in more channels in future if the Customer required.

The benefits of the service are as follows:

- 'On-VPN' call charging – The ability to make telephone calls within a virtual private network, to benefit from 'on-VPN' call Charges. The Customer's existing private telephone exchange should be configured to automatically dial a prefix to the Vodafone mobile phone number to route such telephone calls via the PSTN.
- Short code dialling to mobiles – The ability to make calls from corporate fixed-line telephones to Vodafone Mobile Telephones within the same VPN by dialling a short code (a 'mobile extension number').

[1] Vodafone has a rich heritage in providing fixed and mobile dial plans and can ensure the existing dial plan requirements of 2,3,4 and 5-digit numbers on the Customer's private network are maintained.

[2] The Vodafone delivery team will work with the Customer to capture the dial plans required to ensure current mobile users are able to directly call the 2,3,4 and 5-digit numbers on the Customer private network or via the PSTN where required.

[3] Vodafone will provide the Customer with two SIP trunks with 45 channels each on new 100Mb access circuits into the network sites at Baker Street and Embankment to route calls from mobiles to the Customer's private network. The benefit of the service is that it is a flexible service allowing the Customer to increase the number of channels when required without the need to install new access circuits. The Vodafone delivery team will work with the Customer to ensure any dependencies on PBX and network configuration are understood prior to service creation.

Vodafone does have other SIP products in its portfolio including a more cost effective, quick to deliver Evolved Voice over Public Internet (EVoPI) service which could deliver the SIP and calls over the Customer's internet access if this was available.

Customer Endpoint Diversity

Vodafone provides many different options for SIP resiliency and will work with the Customer to capture any requirements.

As standard the network will be configured to connect each SIP trunk with one IP Telephony System meaning there is no back up if the Customer Equipment fails.

Security

Vodafone is committed to the security of communications and Vodafone's service provides encryption and signalling using TLS and media traffic always using sRTP. The Customer's system should be compatible with these encryption and signalling protocols to ensure security is maintained for the solution.

[4] Customer numbers starting with 1, 2, 3, 65, 66, 67, 68, 69 and 9 will be configured on the Vodafone network to route directly to the SIP trunks.

[5] Customer numbers starting with 4, 5, 61, 62, 63, 64 and 8 will be configured on the Vodafone network to route to the respective PSTN number ranges and be delivered over the PSTN rather than the SIP trunks.

Vodafone has porting agreements in place with all major UK telecoms companies should the Customer require geographic numbers to be ported to Vodafone's SIP service.

7.7 Private Telephony Network Integration – General Access

[f] Private Telephony Network Integration – General Access [MS-070]

[1] The Vodafone SIP trunks will be configured with a 4-digit access code which will allow any user on the Vodafone network to dial direct into a Customer extension using this prefix.

Continuous Improvement – Helping the Customer to reduce costs through simplification

In addition to enabling the Customer to make and receive calls on mobiles from their fixed lines, Vodafone can also support a more strategic approach to delivering the Customer's PSTN services to users in future. Vodafone has a Suite of Unified Communications and SIP products which could help the Customer reduce costs and overheads by removing the dependency on legacy on premise PBX as part of any digital transformation.

An example of one of Vodafone's SIP products which could instantly benefit the Customer's users is Vodafone Teams Direct Routing.

Vodafone Teams Direct Routing – Turn Microsoft Teams into a single solution for all the Customer's calling and collaboration needs with Vodafone Direct Routing.

- Direct routing allows you to make and receive external telephone calls across all the Customer's Teams enabled devices
- Each user is assigned a unique telephone number which can be configured to ring on multiple devices at once
- Microsoft Azure Cloud based multi-tenant SBC's protects the Customer's estate from unauthorised access and make sure only the Customer's users have access to make and receive calls

- Vodafone will manage the Customer's end to end voice service – removing costs of administering complex infrastructure components
- Number porting, voice policies and calls plans enable greater control of the Customer's voice estate.

For every Customer user that wants to use Direct Routing, they will need:

- A core Microsoft 365 subscription (example: E1, E3, Business Standard)
- A Phone System or Business Voice add-on subscription (included with E5 subscription) The following diagram shows the three core components of the service.

To provide Direct Routing, **three core components** are required



Vodafone also has a range of competitive tariffs and works with Tariff match to ensure the most competitive rates to customers.

7.8 Additional Device Replacement VIP Service available as an Additional Service

Vodafone's VIP service is available with same-day delivery at an additional charge.

8. SERVICE LEVELS

8.1 Service Levels

Vodafone's proposed approach

Vodafone will drive service quality improvements by monitoring and reporting upon the service performance and agreed service improvement plans. This will be owned Vodafone's Service Relationship Manager (SRM).

(a) Monitoring the Service Levels

Vodafone's SRM will be responsible for the delivery of all services supplied. They will proactively monitor service levels throughout the service period through regular reviews with the support team and dedicated offsite advisors. Utilisation of automated tools and systems (see para 'c' below) ensures consistency in measuring service performance and facilitates accurate, timely and complete provision of the required performance reports.

(b) Production of the monthly Service Level reports

Service performance reports will be produced monthly within 10 working days of the service period, including:

- Management summary
- Information relating to Incidents
- Achieved performance against each SLA

- Details of any corrective actions
- Continual service improvement initiatives.

Reports will be presented ahead of the monthly Service Review meeting for discussion at the meeting. An example report is attached in Attachment 5 to Annex 1. Any corrective actions or improvements identified will be agreed and included on the service improvement plan (SIP) owned by Vodafone's Service Relationship Manager. This plan will track actions to resolve any issues and deliver an improved level of service and support if enhancements have been identified. All actions will be jointly discussed, with success criteria and value creation clearly defined.

(c) Systems and tools

Vodafone uses several systems to proactively monitor Vodafone's network and operational performance. These include:

- **Netcool** for passive probing for monitoring network availability
- **Remedy** for incident management
- **E-gain** for Service Desk response time
- **Avaya** for Service Desk telephony performance.

All these tools are being successfully used today enabling us to ensure Vodafone's services are effective and performing at expected operational service levels with no impact to service from the introduction of additional tooling.

(d) Ensuring that Service Levels can be met, and any shortfalls swiftly addressed

Should we fail to meet a service level Vodafone's Service Management team will carry out a full investigation and provide enhanced reporting outlining the reason for failure, and a route to restoring the service level, addressing any shortfalls and importantly preventing reoccurrence. Where appropriate, actions tracking this activity may be raised onto the SIP owned by the Service Relationship Manager with clearly defined scope and success criteria.

The table below outlines how we will meet the SLAs.

SLA	Measurement	Achieving the SLA
Network availability	<p>A Mobile Network Critical Outage is any failure of the Mobile Airtime Service (for the avoidance of doubt such failure is not limited to a total loss of Mobile Airtime Service and would include partial loss of the capabilities comprising the Mobile Airtime Service (for example, where there is a loss of internet connectivity only)) that:</p> <p>(a) affects twenty per cent (20%) or more of the Customer's connections to the network for a single period of four (4) hours or longer; or</p> <p>(b) affects twenty per cent (20%) or more of the Customer's connections to the network for an aggregate period of eight (8) hours or longer in any month</p>	<p>As agreed during negotiation, for reporting purposes, any failure affecting services provided across twenty per cent (20%) or more of the Supplier's network (e.g. 20% of cells) within Greater London shall be recognised by the Customer as a suitable proxy for measuring the occurrence of any Mobile Network Critical Outage.</p> <p>Note this shall include any issues in the Vodafone core or elsewhere in the network that affect services provided to the Customer across twenty per cent (20%) or more of the Vodafone network.</p>
Customer portal availability – 99%	The % uptime availability of the VCO (Vodafone Corporate Online) portal.	We monitor Vodafone's portal pages, processes, and downstream services. The IT infrastructure is designed to meet this SLA.

SLA	Measurement	Achieving the SLA
Coverage uplift solutions availability	The % uptime availability of each site with inbuilding coverage uplift.	This measure will be reported by exception based on minutes downtime per service period. Once the delivery method is finalised, Vodafone's solution will be designed to meet this SLA.
Redundant data links availability – data outage	Service downtime per month taken from any valid incident tickets.	This measure will be reported by exception based on minutes downtime per service period. Vodafone's solution is designed to meet this SLA.
Redundant data links availability	The % availability of the dual links measured on minutes of service unavailability during the service period.	This measure will be reported by exception based on minutes downtime per service period. Vodafone's solution is designed to meet this SLA. Vodafone's proposal is an availability measure at site level.
Call handling – calls answered in 60 seconds	The % of calls answered within the SLA.	A dedicated number will be provided for contacting the offsite advisors. Reporting is taken directly from the Vodafone telephony system.
Call handling – calls abandoned – less than 5% after call is answered	The % of calls abandoned after the call is answered by the offsite advisors.	
Email response – within 24 hours	The % of emails responded to within the SLA.	A dedicated email will be provided for contacting the offsite advisors. Reporting is taken directly from the Vodafone e-gain system which tracks the email journey.
Supplier device returns	Elapsed time taken for a replacement device to be received after raising a fault.	Returns will be managed by Vodafone's advisors and technical call centre. Replacements under warranty are issued for next day delivery and reporting is provided on all cases logged. We have a cut off time for the submission of requests each day for inclusion in that days reporting.
SIM activations	The number of SIM activations completed on the same day	Vodafone's dedicated advisors work to this target as part of their agreed support. This excludes bulk activations of more than 25. In addition to requesting this via the Vodafone dedicated advisor, Vodafone's VCO portal provides the capability for the Customer to self-serve and carry out the activation instantly 24*7.

SLA	Measurement	Achieving the SLA
Order completion	The number of orders completed on the same day (pre-12.00pm)	Vodafone's dedicated advisors work to this target as part of their agreed support. This excludes bulk orders of more than 25. In addition to requesting this via the Vodafone dedicated advisor, Vodafone's VCO portal provides the capability for the Customer to self-serve and carry out the activation instantly 24*7.
Incident confirmation response	% Of contacts to the Support Desk that receive a unique confirmation with unique reference	Vodafone's incident management toolset provides an automated unique reference on receipt and logging of the incident ensuring we will meet this target.
Incident resolution	Vodafone's approach to incident resolution is ITIL aligned and based on incident categorisation across 4 severities driven by service impact. We have proposed Vodafone's standard definitions for Severity 1-4 to provide clarity for this SLA. Performance against these SLAs will be measured in Vodafone's Incident Management toolset from the automated calculation from the time the incident is logged, to the time-of- service restoration and detailed in the monthly service performance report.	
Reporting	% Of reports delivered on time and accurate	Reporting will be provided by Vodafone's dedicated advisors and Service Relationship Manager. This measurement is not applicable to ad-hoc reports or reports generated directly via the Customer using the self-serve capability on the VCO portal.
Billing	% Of invoices delivered and accurate	This SLA will be monitored and reporting on by Vodafone's Billing Relationship Lead.

(e) Proposed representatives for escalation

Vodafone has existing escalation processes in place for Vodafone's operational teams and support functions. Escalation is a proactive process to ensure that the stability of service is maintained, and the user experience is not negatively impacted. Vodafone's operational escalation process is outlined below, covering any issues with orders, incidents, reporting and day to day support. The Customer can request escalation at any point through the Customer's dedicated advisors, and we will agree peer to peer contacts for Vodafone's escalation process to ensure appropriate communication and contact is in place.

Escalation Level	Vodafone personnel
1	Dedicated off-site advisors
2	Team Leader
3	Operations Manager
4	Senior Operations Manager

Escalation Level	Vodafone personnel
5	Head of Business Care

To meet the requirements in Schedule 2B Vodafone proposes the following escalation contacts for the management of any Service Level failures.

Service Level failure	Vodafone Personnel
Any failure to meet any Service Level.	Service Relationship Manager
Material Service Level Failure	Service Relationship Lead
A failure to meet a Corrective Action Plan in respect of a Material Service Level Failure	Senior Service Relationship Lead
Critical Service Level failure	Channel Head, Central Govt, Justice and Police And/or Head of Solutions and Service

Added value

Vodafone's experience of providing ITIL aligned support to a wide range of customers taking several services have resulted in a consistent approach to incident management, setting clear expectations and definitions. We have a clearly defined set of service impact levels for incident management and acknowledge the Customer's note that these will be agreed with the successful Supplier upon contract award.

Continuous improvement

Vodafone will take the initiative in the identification and evaluation of new business processes, technology, and improvements for application to the Services and respond to any Customer requests for information in respect of potential improvements to the Service.

Vodafone's commitment to accreditation against IT standards (ISO 20000, ISO 27001 and ISO 22301) requires periodic assessment of methods and brings about innovative improvements, which are then reflected across the Services provided.

Should any SLA failures or findings resulting from analysis of the reports and subsequent customer review meetings, that Vodafone considers are cause for concern then these will be addressed in the Service Improvement Plan (SIP) which underpins Vodafone's approach to Continuous Service Improvement (CSI).

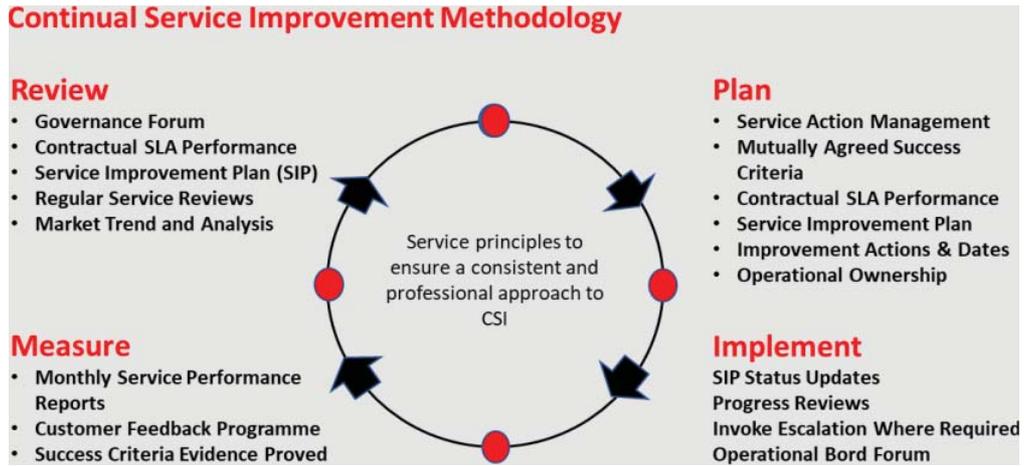


Figure 2. Vodafone's continual service improvement methodology

**ATTACHMENT 1 TO ANNEX 1
PUBLIC SECTOR DEVICE AND ACCESSORY PRICELIST**

**ATTACHMENT 2 TO ANNEX 1
CURRENT COVERAGE REPORT**

**ATTACHMENT 3 TO ANNEX 1
VCO ORDERING API USER GUIDE**

**ATTACHMENT 4 TO ANNEX 1
VCO ORDERING WEB SERVICES USER GUIDE**

**ATTACHMENT 5 TO ANNEX 1
STANDARD MOBILE SERVICE REPORT**

ANNEX 2 CARBON FOOTPRINT

1.1 ENVIRONMENTAL CONTEXT

The Customer is committed to continue being the strong green heartbeat of London and fully supports the Mayor of London's aims to make London one of the greenest cities in the world.

The Customer's key environmental commitments are set out in its Corporate Environmental Plan (CEP). These include:

- contributing to achieve the Mayor's target of a net-zero carbon by 2030;
- achieving zero-carbon emissions across our operations and head office buildings by 2030;
- supporting a circular economy which prevents waste and re-uses waste to achieve the Mayor's target to become a zero waste city by 2053; and
- deliver activities responsibly and being a good neighbour.

The Supplier is required to demonstrate how they shall respect and deliver on the principles outlined within the CEP and other associated strategies such as the Mayor of London's Transport and Environment Strategies when supplying products and services to the Customer.

1.2 WHOLE LIFE IMPACT MANAGEMENT

The Supplier shall maximise the sustainable performance of their activities (including through their supply chain) and minimise whole life impact (e.g. both embodied carbon and carbon emissions).

The Supplier shall strive to lower the contract's whole life environmental and financial cost by investigating, and where practicable implementing, innovative sustainable design and manufacturing solutions.

The Supplier shall work with third party suppliers and contractors within their supply chain to lower the whole life environmental impact associated with products and services supplied from third parties.

The Supplier and its supply chain shall for example;

- use principles that consider the longer-term design life of items supplied and offer solutions that remain state of the art;
- use designs, systems, and practices that shall reduce energy and fossil fuels used to manufacture items;
- design systems for manufacturing methods that minimise water use during the production of items supplied;
- design systems for manufacturing methods that minimise use of virgin raw materials during the production of items supplied;
- adapt processes that utilise end of life items generated within the contract within the manufacture of new products in a circular method; and
- implement such environment hierarchies as the Carbon Reduction Hierarchy, the Energy Hierarchy and the Waste Management Hierarchy.

The Supplier shall implement circular economy business models over traditional systems, as far as reasonably practicable. The Supplier shall discuss with the Customer how they shall utilise circular economy models to design out and manage waste.

The Supplier shall identify, assesses, and utilise transport opportunities that shall reduce vehicle mileage and associated carbon / air quality emissions. These may include, but are not limited to, delivery by rail, river, E-cargo bike etc. or the consolidation of loads. To

minimise air quality impacts the Supplier shall deliver the Services using zero emission vehicles wherever feasible.

ANNEX 3 BCDR PLAN

Vodafone's Business Resilience Whitepaper provides a high-level description of the Supplier's BCDR Plan and it may be supplemented with further detail from the sources described within the paper from time to time.



[GLA Entity]
and
VODAFONE LIMITED

**Agreement for the provision of
Mobile Services Lot 1
Schedule 3.2
Commercially Sensitive Information**

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2. COMMERCIALY SENSITIVE INFORMATION 3

1. INTRODUCTION

This Schedule sets out a description of the Commercially Sensitive Information of the Supplier, in respect of which the Customer is subject to the obligations described in Clause 18.8 (*TfL Obligation of Confidentiality*).

2. COMMERCIALLY SENSITIVE INFORMATION

No.	Date	Item(s)	Duration of Confidentiality
		Pricing information which is not publicly available.	N/A



[GLA Entity]
and
VODAFONE LIMITED

**Agreement for the provision of
Mobile Services Lot 1
Schedule 3.3
Sub-contracting**

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1. INTRODUCTION

- 1.1 In accordance with Clauses 14.1 (*Appointment of Key Sub-contractors*) to 14.3 (*Key Sub-contracts*), the Supplier is obliged to notify the Customer of the appointment of Key Sub-contractors and other material Sub-contractors involved in the provision of the Services (which are not Key Sub-contractors) and to obtain the Customer's consent in certain circumstances.
- 1.2 The Key Sub-contractors and other material Sub-contractors identified as at the Effective Date are set out in the table below.
- 1.3 The Supplier shall update this Schedule from time to time in accordance with Clause 14 (*Supply Chain Rights and Protections*).

2. KEY SUB-CONTRACTORS

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Key Sub-contract price expressed as a percentage of total projected Charges over the Initial Term	Key role in delivery of the Services	Waivers to Key Sub-contract provisions set out in Clause 14.4 (<i>Terms of Key Sub-contracts</i>)
Openreach	Kelvin House, 123 Judd Street, London WC1H 9NP, registered in England and Wales No. 1069003		Additional Services - Physical delivery of access circuits	
Ring Central	Podium, Ealing Cross, 4th Floor, 85 Uxbridge Rd, London W5 5TH		Additional Services - Conference call platform for VBUC	
Lookout	45 Eagle Street Holborn London, WC1R 4FS		Additional Services - Secure Network Access	
VMware	2nd Floor Reception, The Warehouse. The Bower. 207-211 Old Street. London. EC1V 9NR		Additional Services - Secure Network Access and MDM	
Dubber	8 Devonshire Square,		Additional Services -	

	London EC2M 4PL, UK		Mobile voice recording	
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3. **OTHER MATERIAL SUB-CONTRACTORS**

Other material Sub-contractors name and address (if not the same as the registered office)	Registered office and company number	Key role in delivery of the Services
Virtua UK Ltd	5 Wildmere Close, Banbury, Oxfordshire. OX16 3TL	Additional Services - in-building coverage partner
Track4 Services Ltd 23A Parkhall Business Centre, 40 Martell Rd, London SE21 8EN	Fifth Floor, Clareville House 26-27 Oxendon Street, St. James's, London, England, SW1Y 4EL	Additional Services – coverage solutions partner



[GLA Entity]
and
VODAFONE LIMITED

**Agreement for the provision of
Mobile Services Lot 1
Schedule 4
Transition**

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1. **INTRODUCTION**

1.1 The objectives of this Schedule 4 are to:

- 1.1.1 achieve a smooth handover of responsibility from the Former Supplier(s) to the Supplier on the Service Commencement Date;
- 1.1.2 minimise any disruption to the Customer during Transition;
- 1.1.3 ensure that there is no degradation to the services provided by the Former Supplier(s) during the Transition period and that at all times the Services continue to be delivered in accordance with this Agreement;
- 1.1.4 ensure that Transition is delivered in a way that demonstrates value for money;
- 1.1.5 ensure the timely development and agreement of the Transition Plan, and the Supplier's compliance with those plans;
- 1.1.6 ensure that effective business controls are implemented by the Supplier to manage risks during Transition;
- 1.1.7 ensure that Transition activities are effectively monitored and reported;
- 1.1.8 ensure effective communications between all parties involved in Transition; and
- 1.1.9 ensure that the Customer is fully aware of the Supplier's Transition approach and activities at all times throughout the Transition period,

(each such objective being a "**Customer Objective**").

PART A
TRANSITION PHASES, PLANS AND MILESTONES

1. TRANSITION PLAN AND PHASES

- 1.1 The Project for Transition comprises the following workstreams:
- 1.1.1 the detailed design workstream, during which the Supplier:
- (A) mobilises its Transition team, programme resources, and governance arrangements in accordance with the Transition Plan;
 - (B) conducts the detailed preparation works for Transition; and
 - (C) carries out detailed design and planning work for the on-going support of the Services following the Service Commencement Date; and
- 1.1.2 the delivery workstream, during which the Supplier undertakes the Transition activities in accordance with the Transition Plan and manages the handover from the Former Supplier(s).
- 1.2 The Supplier shall ensure that the Transition Plan sets out all of the deliverables required for Transition.
- 1.3 Any changes to the Transition Plan shall be agreed with the Customer. Changes to the Transition Plan shall be subject to agreement at the Service Review Meeting in accordance with Schedule 6.1 (*Governance*) provided that any changes which also involve a broader change to this Agreement may only be effected in accordance with the Variation Procedure.

2. MILESTONES

- 2.1 The Transition Milestones and associated Milestone Dates are set out in the Transition Plan and shall include as a minimum:

Milestone date	Milestone Name
T+[●]	Device Catalogue Complete
T+[●]	Service Support Implementation Complete
T+[●]	Transition Planning Complete
T+[●]	Service Pilot Complete
T+[●]	Lot 1 Transition Complete

The Milestone Dates may be varied by the Parties by written agreement.

For the avoidance of doubt, in the context of this Paragraph 2.1 (*Milestones*), "T" means the Effective Date.

- 2.2 Work in relation to the Milestones may be undertaken in parallel and the Milestones may be Achieved in any order provided that (unless otherwise agreed by the Customer) the Service Pilot Complete Milestone may only be carried out following the Achievement of the other Milestones (excluding Lot 1 Transition Complete Milestone).

PART B TRANSITION

1. TRANSITION OBJECTIVES

The objectives of Transition are:

- 1.1 to transfer the responsibility for the delivery of services provided by the Former Supplier(s) to the Supplier without disruption to the Service Recipients or the Customer; and
- 1.2 to put in place arrangements to deliver the Services in accordance with this Agreement.

2. GOVERNANCE

The status and Achievement of each Milestone shall be subject to the Service Review Meeting in accordance with Schedule 6.1 (*Governance*).

3. TRANSITION PRINCIPLES

- 3.1 The Supplier shall appoint a dedicated manager for Transition as identified in Paragraph 7 (*Transition Support*) of Schedule 2A (*Services*).
- 3.2 The Supplier shall deliver Transition in accordance with the Transition Plan.
- 3.3 Without prejudice to other provisions of this Agreement, the Supplier shall co-operate with the Former Supplier(s) in an effective and timely manner to deliver Transition.
- 3.4 The Supplier shall carry out its Transition activities in such a way that:
 - 3.4.1 the Transition activities do not adversely affect the services being delivered by the Former Supplier(s);
 - 3.4.2 the Transition activities do not adversely impact the ability of the Former Supplier(s) to deliver their contracted performance levels throughout Transition; and
 - 3.4.3 The Customer and the Former Supplier(s) are kept informed of Transition progress and the status of Transition and management of risks.
- 3.5 The Supplier shall maintain sufficient contingency measures to mitigate against known risks to the Transition activities.

4. OUTLINE TRANSITION PLAN

- 4.1 The Outline Transition Plan is set out in Annex 1 (*Outline Transition Plan*) and includes:
 - 4.1.1 the Milestones and associated Milestone Dates;
 - 4.1.2 details of the Transition approach including key activities and deliverables for each Milestone;
 - 4.1.3 the dependencies with regard to Transition;
 - 4.1.4 known risks associated with Transition; and
 - 4.1.5 the approach to the testing and assurance of tools, interfaces, and such processes as are to be used following Transition.

5. APPROVAL OF THE DETAILED TRANSITION PLAN

- 5.1 The Supplier shall within ten (10) Working Days of the Effective Date submit to the Customer a draft Detailed Transition Plan which shall be consistent with and expand on the Outline Transition Plan.
- 5.2 The Supplier shall ensure that the draft Detailed Transition Plan:
 - 5.2.1 incorporates all of the Milestones and Milestone Dates set out in the Outline Transition Plan;
 - 5.2.2 includes (as a minimum) the details identified for the Transition Plan in Paragraph 7 (*Transition Support*) of Schedule 2A (*Services*);

- 5.2.3 clearly outlines the steps to achieve a successful Transition;
 - 5.2.4 reflects the dependencies associated with Transition (and unless otherwise agreed by the Parties in writing, such dependencies shall be as set out in the Outline Transition Plan and shall not include any additional dependencies);
 - 5.2.5 describes the resourcing requirements including the individual roles and responsibilities of Customer Personnel, Supplier Personnel, employees of the Former Supplier(s), and employees of relevant Other Suppliers; and
 - 5.2.6 identifies known risks to the Transition.
- 5.3 Prior to the submission of the draft Detailed Transition Plan to the Customer the Supplier shall, upon the Customer's request, provide a copy to the Customer of any documentation produced by the Supplier in relation to the development of the draft Detailed Transition Plan, including:
- 5.3.1 details of the Supplier's intended approach to the Detailed Transition Plan and its development; and
 - 5.3.2 any other work in progress in relation to the Detailed Transition Plan.
- 5.4 The Customer and the Supplier shall each use reasonable endeavours to finalise the Detailed Transition Plan within twenty (20) Working Days (or such other period as agreed between the Parties in writing) from the Effective Date. If the Parties do not finalise the Detailed Transition Plan within that time period, either Party may refer the matter as a Dispute for resolution in accordance with the Dispute Resolution Procedure.
- 5.5 Without prejudice to other provisions of this Agreement, the detailed Transition planning shall be carried out in accordance with the Outline Transition Plan, including the Milestones therein.
- 5.6 If the Customer Approves the draft Detailed Transition Plan (such Approval not to be unreasonably withheld or delayed), the Detailed Transition Plan shall replace the Outline Transition Plan from the date of the Customer's notice of Approval.
- 5.7 The Supplier shall monitor and report on progress against the Detailed Transition Plan to the Customer on a near real-time basis during Transition as transitions across the estate are activated and relevant Services commenced.

6. **AUTHORITY TO PROCEED WITH SERVICE COMMENCEMENT**

- 6.1 The Supplier shall assure the Customer that it has adequately prepared for the take on of the Services prior to the Service Commencement Date by evaluating the Achievement of the Milestones set out in the Transition Plan. In relation to each Transition Milestone the Supplier shall demonstrate to the Customer's reasonable satisfaction that the Supplier has:
- 6.1.1 carried out the activities set out in the Transition Plan; and
 - 6.1.2 delivered the outputs required in accordance with the Transition Plan.
- 6.2 Where the Supplier considers a Milestone has been Achieved, it shall notify the Customer in writing together with supporting evidence. If the Customer agrees that the Milestone has been Achieved, it shall confirm the same in writing to the Supplier.
- 6.3 When the Supplier has demonstrated to the Customer that it has Achieved all the Milestones, the Customer shall confirm the same in writing to the Supplier. The Customer may elect to provide such confirmation notwithstanding the fact that one or more Milestones have not been fully met in which case the Supplier shall promptly remedy the outstanding issues in relation to such Milestone(s) following the Service Commencement Date (and in accordance with any agreed remedial plan).
- 6.4 The Supplier shall (and may only) commence the provision of the Services on the Service Commencement Date.

**ANNEX 1
OUTLINE TRANSITION PLAN**

[Note to Draft: this Annex 1 is to be updated to include a Transition Plan agreed with the relevant GLA entity]

The Outline Transition Plan agreed between the Parties as at the Effective Date is embedded below. The Detailed Transition Plan shall be agreed between the Parties in accordance with this Schedule 4.



[GLA Entity]
and
VODAFONE LIMITED

**Agreement for the provision of
Mobile Services Lot 1
Schedule 5.1
Charges and Invoicing**

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1. INTRODUCTION

1.1 The purpose of this Schedule 5.1 is to set out provisions relating to the Charges payable by the Customer to the Supplier including:

- 1.1.1 key charging principles;
- 1.1.2 annual value for money review;
- 1.1.3 a description of the Charges and the method of calculation of the Charges;
- 1.1.4 the basis on which charges for Variations and Exit Assistance shall be calculated; and
- 1.1.5 the invoicing and payment process.

1.2 The objectives of this Schedule 5.1 are to ensure that:

- 1.2.1 the Charges are calculated correctly and transparently;
- 1.2.2 the Charges are appropriately adjusted to reflect volume and performance; and
- 1.2.3 the Supplier is paid correctly in accordance with this Agreement, (each such objective being a "**Customer Objective**").

2. KEY CHARGING PRINCIPLES

2.1 Other than as expressly stated in this Agreement, the Supplier is not entitled to any form of payment in addition to, or any amendment to, the Charges, whether as a result of increased costs, expenses, risks or any other matter.

2.2 Any variation to the Charges shall only apply if agreed in writing in accordance with Schedule 6.2 (*Variation Procedure*).

2.3 All amounts payable by the Customer pursuant to this Schedule 5.1 are subject to Clauses 9.6 and 9.7 (*Set-off and Withholding*).

Annual VfM Review

2.4 All Charges set out in this Schedule 5.1 shall be reduced in line with the outcome of any annual value for money review carried out pursuant to the TfL Services Contract which gives rise to a reduction in the rates under that contract.

3. CHARGES

3.1 The Customer shall pay the Charges to the Supplier for all Services from the Service Commencement Date to the end of the Term for the Services and volumes consumed by the Customer (subject to Clause 39). The Charges shall consist of:

3.1.1 Airtime & SIMs Charges for the provision of the Mobile Airtime Service, comprised of:

- (A) a monthly charge for the supply of SIMs or eSIMs as applicable for each user or Supplier Device provided with the Mobile Airtime Service as identified in Table A.1 in Annex 1 (*Airtime & SIMs Charges*) of this Schedule 5.1 (for the avoidance of doubt, no charges shall apply to SIMs which are dormant);
- (B) a monthly charge for data based on one or more data bundles as selected by the Customer from Table A.2 in Annex 1 (*Airtime & SIMs Charges*) of this Schedule 5.1; and
- (C) a monthly charge for any "out of bundle" consumption of Mobile Airtime Services where these are identified as additional charges in Table A.3 in Annex 1 (*Airtime & SIMs Charges*) of this Schedule 5.1;

3.1.2 Catalogue Charges for the provisions of services ordered from the Catalogue, comprised of:

- (A) Data Link Charges comprised of an initial charge for installation, test and handover and a monthly charge for the ongoing provision of Data Links and APNs as identified in Table B.1 in Annex 2 (*Catalogue Charges*) of this Schedule 5.1;

- (B) Additional Service Charges comprised of the charges for any Additional Services consumed as identified in Table B.2 in Annex 2 (*Catalogue Charges*) of this Schedule 5.1; and
 - (C) Device Supply Charges paid on a one-off basis per Supplier Device for the supply of Supplier Devices (with associated warranty) to the Customer as identified in Table B.3 in Annex 2 (*Catalogue Charges*) of this Schedule 5.1;
- 3.1.3 Other Charges where these have been agreed between the Parties in accordance with the Variation Procedure, comprised of:
 - (A) Solutions Charges for the provision of Solutions;
 - (B) Professional Services Charges for the provision of any professional services; and
 - (C) Coverage Uplift Charges for the provision of Coverage Uplift calculated by reference to the Table C.1 in Annex 3 (*Other Charges*) of this Schedule 5.1; and
- 3.1.4 Exit Assistance Charges where any Charges for Exit Assistance shall be limited to the Charges permitted in Paragraph 8 of Schedule 7 (*Exit Management*) and shall be calculated, where applicable, by reference to the Rate Card.
- 3.2 The Charges shall be payable in accordance with Paragraph 5.
- 3.3 The Supplier agrees that any Charges for time/labour agreed pursuant to the Variation Procedure shall be calculated by reference to the Rate Card.
- 3.4 Any Charges expressed as a monthly charge shall be calculated on a pro-rata basis for any part month in which the relevant Service is provided.
- 4. **CATALOGUE AND ORDERING**
 - 4.1 The Catalogue shall include an appropriately detailed description of the products and services included in it, with complete and accurate details of pricing and lead times. Changes to the Catalogue are subject to the Variation Procedure except in relation to Supplier Devices in respect of which changes shall be notified to the Customer reasonably advance of such change and upon such change taking effect but are not subject to the Variation Procedure.
 - 4.2 Services and products in the Catalogue may be ordered by the Customer using the process agreed between the Parties from time to time and the Supplier shall ensure that prior to acting on an order the order has been authorised by the Customer. No such orders shall require a Variation.
- 5. **INVOICING**
 - Raising Invoices**
 - 5.1 The Supplier shall be entitled to raise an Invoice in respect of any payment which is payable by the Customer to the Supplier pursuant to this Agreement.
 - 5.2 Except to the extent expressly set out otherwise further below or agreed otherwise via the Variation Procedure (e.g., with respect to Professional Services Charges), the Supplier shall invoice the usage Charges (i.e. the Out-of-Bundle Charges under A3 of Annex 1, and Data Link Charges) monthly in arrears and other Charges monthly in advance.
 - 5.3 The Supplier shall submit all Invoices and address any Invoice queries to the named Customer Personnel as notified by the Customer to the Supplier from time to time at the address notified by the Customer to the Supplier in accordance with Paragraph 5.6.
 - 5.4 The Supplier shall raise Invoices against cost centres identified by the Customer and notified to the Supplier as such from time to time. The Customer shall be responsible for ensuring that the information is accurate, up to date and provided to the Supplier.
 - Format of Invoice**
 - 5.5 The Supplier shall ensure that each Invoice contains the following information:
 - 5.5.1 the date of the Invoice;
 - 5.5.2 a unique Invoice number;

- 5.5.3 the correct Agreement reference number;
 - 5.5.4 the purchase order number and Milestone reference to which it relates (if any);
 - 5.5.5 the dates between which the Services to which each of the Charges detailed on the Invoice relate were performed;
 - 5.5.6 the total Charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Customer under the terms of this Agreement and, separately, any VAT or other sales tax payable in respect of the same;
 - 5.5.7 a brief description of the Services provided, and in the event of a Variation to the Services in accordance with this Agreement that involves the payment of additional Charges to the Supplier, the Supplier shall identify these separately on the relevant invoices;
 - 5.5.8 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries, if not the Supplier Representative;
 - 5.5.9 the bank account details for payments to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number); and
 - 5.5.10 all information required by the Customer.
- 5.6 The Supplier shall submit all Invoices and supporting documentation in the following format:
- 5.6.1 PDF Invoices via email to following email address **[Note to Draft: Customer to provide.]** and shall ensure that each PDF Invoice has a unique file reference and is a separate PDF file; or
 - 5.6.2 electronic Invoices via the Electronic Invoicing Platform and in compliance with the Electronic Procure-to-Pay (eP2P) Vendor Handbook; or
 - 5.6.3 such format as the Customer may specify from time to time to the following address (or such other address as the Customer may notify to the Supplier from time to time):
[Note to Draft: Address to be inserted]
- 5.7 Unless otherwise agreed by the Customer in writing, all Supplier Invoices shall be expressed in pounds sterling.
- 5.8 Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment. PDF Invoices, which are sent to the Customer via email, are taken to have been received at the time of transmission. Electronic Invoices are taken to have been received at the time when they are transmitted to the Customer via the Electronic Invoicing Platform.
- 5.9 An Invoice shall only be valid if it complies with the provisions of this Schedule 5.1. If any Invoice does not conform to the Customer's requirements set out in Paragraphs 5.5 to 5.7, the Customer shall promptly return the disputed Invoice to the Supplier. The Supplier shall promptly issue a replacement Invoice which shall comply with the same.

Payment terms

- 5.10 The Customer shall pay undisputed valid Invoices within thirty (30) days of receipt of the Invoice.

Credit Notes

- 5.11 The Supplier shall provide the Customer with a credit note in respect of Charges it has previously invoiced for (a "**Credit Note**") in the following (non-exhaustive) circumstances:
- 5.11.1 an Invoice in full or in part has been issued in error;
 - 5.11.2 the agreed resolution of a disputed Invoice is that the disputed charge is too high and a Credit Note is agreed to be issued; and
 - 5.11.3 other circumstances as agreed between the Customer and the Supplier.
- 5.12 Each Credit Note shall be a valid tax invoice.

Disputed Invoices

- 5.13 If the Customer disputes all or part of an Invoice raised by the Supplier, the Customer shall inform the Supplier at the earliest opportunity. The Customer shall set out the nature of the Dispute and reasons for the Dispute.
- 5.14 At its sole discretion, the Customer may postpone payment of the disputed amount until the Dispute is resolved and any correcting documentation (replacement Invoice or Credit Note) has been received.
- 5.15 Payment by the Customer of any Invoice submitted by the Supplier shall not signify approval of such Invoice. The Customer reserves the right to verify and, where appropriate, dispute Invoices after it has made the associated payment and subsequently to recover from the Supplier any sums which have been overpaid.
- 5.16 If any part of an Invoice is disputed or subject to question by the Customer either before or after payment, the Customer may require the Supplier to provide such further documentary evidence as it may reasonably require to verify its liability to pay the amount which is disputed or subject to question and the Supplier shall promptly provide such evidence in a form satisfactory to the Customer.

Waiver on Charges not invoiced

- 5.17 In the event that the Supplier has not invoiced for any Charges within twelve (12) months of the date on which those Charges accrued, the Supplier shall be deemed to have waived all rights to be paid for such Charges.

Regulatory changes

- 5.18 Supplier shall vary the Charges (as an increase or decrease, as applicable) to the extent required by a change in Applicable Law after the date of this Agreement or a legal requirement to comply with a determination by Ofcom provided that, in each case, Supplier provides the Customer with prompt written notice of such legal requirement (and in any event at least 30 days' prior to the implementation of the variation). For the avoidance of doubt, Supplier shall not be entitled to increase the Charges on account of any such requirement which provides for a change in any of the costs of the Supplier in providing the Services (including wholesale services) unless (and to the extent) it also requires Supplier to increase the Charges.

**ANNEX 1
AIRTIME & SIMS CHARGES**

A.1 SIMs Charges

Item	Description	Price per SIM per month (Access Fee) (GBP)
Voice and SMS SIM	Voice and SMS SIM with access to the data bundle	█
Data only SIM	Data only SIM with access to the data bundle	█

Notes:

1. Monthly charges for any SIM commence when the SIM is activated on the Vodafone network.
2. Monthly charges for any SIM cease 30 days after the SIM is disconnected off the Vodafone network.
3. The Access Fee charges for SIMs are invoiced monthly in advance.
4. Voice and SMS SIMs will be subject to a █ until 31st January 2024 and shall be charged at █ For the avoidance of doubt pricing from 1st February 2024 will be █ as per A.1 above.

A.2 Data Bundle Charges

Data Bundle Size (TB)	Bundle Access Fee price per month (GBP)
5	█
10	█
15	█
20	█
30	█
40	█
50	█
60	█
70	█
80	█
90	█
100	█
150	█
200	█

Notes:

1. Monthly charges for any data bundle commence when the data bundle is activated and change at the end of the calendar month.
2. Monthly charges for any data bundle cease 30 days after disconnecting off the Vodafone Network.
3. The selected data bundle defines the aggregate allowance for all data consumed by SIMs provided in accordance with the agreement and subject to the charges under [A.1]

4. The user base can be partitioned allowing separate bundles to be purchased for different subsets of users.
5. Bundles can be combined, e.g 100TB + 20TB = 120TB. It is not possible to combine the same bundle amount e.g. 60TB+60TB= 120TB is not valid.
6. Bundle data Access Fees are charged monthly in advance. If a bundle is added part-way through a month then the charges will be pro-rated and will be invoiced the month following connection.
7. If data consumption in any month exceeds the currently selected bundle, excess data used for that month will be charged at [REDACTED]

A.3 Out-of-Bundle Charges

Out of Bundle Charges	
Call / Message Charges per minute/per message	Charged in pence per minute or pence per message unless otherwise stated
Mobile Originating Roamed Calls (Europe Zones 1-3)	[REDACTED]
Mobile Originating Roamed Calls (North America 5)	[REDACTED]
Mobile Originating Roamed Calls (Rest of World 4, 6, 7)	[REDACTED]
Mobile Terminating Roamed Calls (Europe Zones 1-3)	[REDACTED]
Mobile Terminating Roamed Calls (North America 5)	[REDACTED]
Mobile Terminating Roamed Calls (Rest of World 4, 6, 7)	[REDACTED]
Calls from UK to Europe Zones 1-3	[REDACTED]
Calls from UK to North America 5	[REDACTED]
Calls from UK to Rest of World 4, 6, 7	[REDACTED]
Multimedia Message (UK)	[REDACTED]
SMS Messages to (Europe Zones 1-3)	[REDACTED]
SMS Messages to (North America Zone 5)	[REDACTED]
SMS Messages to (Rest of World Zone 4, 6, 7)	[REDACTED]
International Multimedia Messages	[REDACTED]
Roaming SMS Messages (Europe Zones 1-3)	[REDACTED]
Roaming SMS Messages (North America 5)	[REDACTED]

Roaming SMS Messages (Rest of World, 4, 6, 7)	████████
Roaming Multimedia Messages	████████
Call / Message Charges per minute/per message	
Non Geographic Calls (084)	████████████████████
Non Geographic Calls (087)	████████████████████
Non Geographic Calls (0500, 0800, 0808)	██
Non Geographic Calls (09)	██████
Directory Enquiry Call	████████████████████
Premium Rate Call	██████
Premium Rate Message	██████
Personal Numbering (070) Call	██
Mobile Data Out of Bundle Charges	
Data Roaming (Europe Zones 1-3)	██████████
Data Roaming Rest of World (Zones 4-7) (flat per MB charge)	██████████
UK Out of Bundle charge per MB	██████████
Domestic free Roaming Tariff included for Ireland and Isle of Man	████████████████████

Note:

1. Out of bundles charges are invoiced monthly in arrears.

Public Sector Traveller Roaming Zones

Roaming Zones	Countries	Public Sector Traveller Daily Charge
Europe Zone 1-3	Austria	██
Europe Zone 1-3	Azores	██
Europe Zone 1-3	Belgium	██
Europe Zone 1-3	Bulgaria	██
Europe Zone 1-3	Canary Islands	██
Europe Zone 1-3	Croatia	██
Europe Zone 1-3	Cyprus	██
Europe Zone 1-3	Czech Republic	██
Europe Zone 1-3	Denmark	██
Europe Zone 1-3	Estonia	██
Europe Zone 1-3	Finland	██

Europe Zone 1-3	France (Incl. Corsica)	
Europe Zone 1-3	French Guiana	
Europe Zone 1-3	Germany	
Europe Zone 1-3	Gibraltar	
Europe Zone 1-3	Greece	
Europe Zone 1-3	Guadeloupe	
Europe Zone 1-3	Hungary	
Europe Zone 1-3	Iceland	
Europe Zone 1-3	Italy (Incl. Vatican City)	
Europe Zone 1-3	Latvia	
Europe Zone 1-3	Liechtenstein	
Europe Zone 1-3	Lithuania	
Europe Zone 1-3	Luxembourg	
Europe Zone 1-3	Madeira	
Europe Zone 1-3	Malta	
Europe Zone 1-3	Martinique	
Europe Zone 1-3	Mayotte	
Europe Zone 1-3	Monaco	
Europe Zone 1-3	Netherlands	
Europe Zone 1-3	Norway	
Europe Zone 1-3	Poland	
Europe Zone 1-3	Portugal	
Europe Zone 1-3	Romania	
Europe Zone 1-3	Reunion	
Europe Zone 1-3	Saint Martin	
Europe Zone 1-3	Slovakia	
Europe Zone 1-3	Slovenia	
Europe Zone 1-3	Spain (Incl. Balearic Islands)	
Europe Zone 1-3	Sweden	
Europe Zone 1-3	Faroe Islands	
Europe Zone 1-3	Guernsey	
Europe Zone 1-3	Jersey	
Europe Zone 1-3	San Marino	
Europe Zone 1-3	Switzerland	
Europe Zone 1-3	Turkey	
Zone 4	Australia	
Zone 4	China	
Zone 4	Hong Kong	
Zone 4	Japan	
Zone 4	Korea Republic (South)	
Zone 4	Malaysia	
Zone 4	New Zealand	
Zone 4	Singapore	
Zone 4	Thailand	

Zone 5	North America	
Zone 5	Canada	
Zone 5	USA	
Zone 6	Bahrain	
Zone 6	Egypt	
Zone 6	Kuwait	
Zone 6	Oman	
Zone 6	Qatar	
Zone 6	Saudi Arabia	
Zone 6	South Africa	
Zone 6	UAE	
Zone 7	Rest of the World (Same as NS2)	
Domestic free Roaming	Ireland	
Domestic free Roaming	Isle of Man	

Note:

1. Public Sector Traveller charges are invoiced monthly in arrears.

Countries NOT included in Public Sector Traveller
Algeria
Angola
Azerbaijan
Bahamas
Belarus
Benin
Bolivia
Botswana
Brunei Darussalam
Burkina Faso
Cameroon
Cape Verde
Central African Republic
Chad
East Timor
Eritrea
Falkland Islands
Gabon
Gambia
Guam
Guinea
Guinea-Bissau
Iran

Iraq
Ivory Coast
Kiribati
Kosovo
Kyrgyzstan
Liberia
Malawi
Mali
Mauritania
Mauritius
Micronesia
Namibia
Nepal
New Caledonia
Niger
Nigeria
Northern Mariana
Palestinian Territory
Republic of the Congo
Rwanda
Saint Helena
Senegal
Seychelles
Sierra Leone
Somalia
St Pierre and Miquelon
Syria
Tajikistan
Tahiti
Togo
Tunisia
Uganda
Venezuela
Yemen
Zambia
Zimbabwe
Belize
Bhutan
Burundi
Comoros
Cook Islands
Cuba
Djibouti
Equatorial Guinea
Ethiopia
Greenland

Lebanon
Libya
Madagascar
Maldives
Sao Tome and Principe
Solomon Islands
Turkmenistan

Note:

1. International and Roaming charges are invoiced monthly in arrears.

A.4 Anticipated Volumes and Values

	Band	Low	Medium	High	
Connection Volume (units)		18,800	23,500	28,200	
Data Volume (TB)		70	80	150	
All Inclusive Voice/SMS Tariff	██████	██████	██████	██████	
5TB Shared Data Bolt-On	██████				
10TB Shared Data Bolt-On	██████				
15TB Shared Data Bolt-On	██████				
20TB Shared Data Bolt-On	██████				
30TB Shared Data Bolt-On	██████				
40TB Shared Data Bolt-On	██████				
50TB Shared Data Bolt-On	██████				
60TB Shared Data Bolt-On	██████				
70TB Shared Data Bolt-On	██████	██████			
80TB Shared Data Bolt-On	██████		██████		
90TB Shared Data Bolt-On	██████				
100TB Shared Data Bolt-On	██████				
150TB Shared Data Bolt-On	██████			██████	

200TB Shared Data Bolt-On		██████				
Total per Month			██████	██████	██████	██████
Total per Annum			██████	██████	██████	██████

For the avoidance of doubt, the Customer gives no commitment or representation that the volumes in the table above will be generated and the Customer shall have no liability (in contract, tort or otherwise) if such volumes are not generated.

ANNEX 2 CATALOGUE CHARGES

B.1 Data Link Charges

Item	Description	Installation cost per link (GBP)	Price per link per month (GBP)
Data Link and APN – 10R	10Mbit/s resilient Data Link and APN delivered via 2 redundant paths to separate termination points at a data centre location within Greater London	██████	██████
Data Link and APN – 10	10Mbit/s Data Link and APN delivered to a data centre location within Greater London	██████	██████
Data Link and APN – 20R	20Mbit/s resilient Data Link and APN delivered via 2 redundant paths to separate termination points at a data centre location within Greater London	██████	██████
Data Link and APN – 20	20Mbit/s Data Link and APN delivered to a data centre location within Greater London	██████	██████
Data Link and APN – 100R	100Mbit/s resilient Data Link and APN delivered via 2 redundant paths to separate termination points at a data centre location within Greater London	██████	██████
Data Link and APN – 100	100Mbit/s Data Link and APN delivered to a data centre location within Greater London	██████	██████
VPN via internet	Virtual private data connections to nominated premises via the internet (e.g. via IPSec tunnel over an internet connection that has already been provided)	██████	█
Additional APNs	Additional APNs for established connections (i.e. where a dedicated circuit or Internet VPN connection has already been provided)	██████	█

Notes:

1. Monthly charges for any data link commence when the data link is activated on the Vodafone network.
2. Monthly charges for any data link cease 30 days after connection is disconnected.
3. May be amended over time subject to the Variation Procedure.

B.2 Additional Service Charges

Item	Description	Initial one-off price (GBP)	Price per month (GBP)
Conference Calling	Voice conference calls [per 100]	██████	██████
Secure Network Access	Secure Network Access per connection	█	██████
Mobile Device Management (MDM)	Device management price per device	██████	██████

Support Desk Integration	As agreed pursuant to the Variation Procedure	[REDACTED]	[REDACTED]
Mobile Voice Recording	Mobile Voice Recording per 100	[REDACTED]	[REDACTED]
Private Telephony Network Integration	Private Telephony Network Integration	[REDACTED]	[REDACTED]

Notes:

1. Conference Calling – [REDACTED] for a named user licence subscription. UK calls to geographic and mobile numbers are included in the service. Premium rate & international calls are charged at the prevailing rate. Standard network charges apply for guests when dialling into the conference call service. For Vodafone mobile users on the Customer contract these are included in the voice and SMS tariff. The above table shows charges for 100 user licenses. [REDACTED]
2. Secure Network Access – Lookout Essentials charged at [REDACTED]. Other tiers of service with additional benefits are available and [REDACTED]. As an additional option, Secure Network Access can be combined with Vodafone Mobile device management for further additional benefits should this be required by the Customer.
3. Mobile device management – MDM Essentials [REDACTED]. [REDACTED] creates the service platform and is regardless of number of licenses required. Enterprise Mobile Device configuration & app management capabilities for mobile and rugged devices. Other tiers of service with additional benefits are available and [REDACTED]. [REDACTED] Vodafone Mobile device management can be combined with Secure Network Access for further additional benefits should this be required by the Customer.
4. Support desk integration – Subject to solution design.
5. Mobile Voice Recording – Platform setup cost [REDACTED] for a solution that provides 6 months storage of recordings. The minimum number of users is 100. Under this volume there will be [REDACTED]. [REDACTED] The maximum recording storage is 84 months. The price may vary depending upon final agreed solution design and does not include project delivery charges.
6. Private Telephony Network Integration Platform setup costs of [REDACTED]. [REDACTED] The price may vary depending upon final agreed solution design and does not include project delivery charges.
7. Additional Device Replacement VIP Service provided by Vodafone Corporate Insurance comprises Damage and Breakdown Insurance covering:
 - Damage
 - Breakdown (out of warranty)
 - Theft
 - Loss
 - 30 day worldwide cover

Option A - Rapid 4-hour replacement [REDACTED]

Option B – Next day replacement [REDACTED]
8. Charges may be amended over time subject to the Variation Procedure.

B.3 Device Supply Charges

Vodafone's Public Sector Device Price List is updated and re-issued on a monthly basis. Additionally, the Customer can have a bespoke on-line catalogue of devices and accessories within VCO customer portal. The below shows a small sample of devices with charges when combined with a Vodafone SIM, as of August 2023:

Device	Charge (per unit)
Apple iPhone 14	[REDACTED]
Apple iPhone SE 2022	[REDACTED]
Apple iPad 10 th Gen	[REDACTED]
CAT	
Fairphone 4	[REDACTED]
Google Pixel 7a	[REDACTED]
Motorola Edge 40 5G	[REDACTED]
Motorola G53	[REDACTED]
Nokia (hmd) G60 5G	[REDACTED]
Samsung Galaxy S23 Enterprise Edition 5G	[REDACTED]
Samsung A33 5G Enterprise Edition	[REDACTED]
Samsung A53 5G Enterprise Edition	[REDACTED]
Vodafone Mobile Broadband USB Stick	[REDACTED]
ZTE Mobile Hotspot 5G	[REDACTED]
ZTE Vodafone GigaCube 5G	[REDACTED]

Note: The above sample pricing may be amended by the Supplier over time without recourse to Variation Procedure as described in Paragraph 4.

ANNEX 3 OTHER CHARGES

C.1 Coverage Uplift Charges

Coverage Uplift Charges shall be agreed between the Parties in accordance with the Variation Procedure, and, without limiting Schedule 6.2 (Variation Procedure), any Supplier Proposal shall at a minimum include a technical description of the relevant coverage uplift solution, proposed implementation plan and detailed cost breakdown including implementation and ongoing costs.

Cost breakdowns shall refer to the reference pricing provided in the table below, including an explanation of any variations to the reference pricing applicable to the Supplier Proposal.

Item	Description	Total price (GBP)
Coverage Uplift – Reference 1	Design, delivery and installation cost of Coverage Uplift for a main Customer office assuming an in-building solution with 40 antennas. REF 1 is a 4G/5G capable Ericsson DOT solution based on 40 DOTS.	██████████
Coverage Uplift – Reference 2	Design, delivery and installation cost of Coverage Uplift for a bus garage assuming 4 picocells. REF 2 is a 4G/5G capable ERS system based on a large warehouse environment.	██████████

Notes:

1. The reference prices represent the total cost of implementation and delivery for a 3-year term.
2. Charges commence when the Coverage Solution is activated on the Vodafone network

**ANNEX 4
RATE CARD**

Role description	Price/hour (GBP)	Price per 7.5- hour day (GBP)
Portfolio Manager – Blended Rate	████	████
Programme Manager	████	████
Project Manager	████	████
Project Specialist	████	████
Project Coordinator	████	████
PMO Manager	████	████
PMO Specialist	████	████
PMO Coordinator	████	████
PMO Analyst	████	████



[GLA Entity]
and
VODAFONE LIMITED

**Agreement for the provision of
Mobile Services Lot 1
Schedule 6.1
Governance**

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1. INTRODUCTION

- 1.1 The purpose of this Schedule 6.1 is:
- 1.1.1 to set out the governance structure for this Agreement, the roles and responsibilities of both Parties to maintain an effective working relationship and the type, content and frequency of management review meetings to be held; and
 - 1.1.2 to ensure that the Parties seek to work in a collaborative manner, looking for clarity and simplicity in the governance of this Agreement.
- 1.2 The objectives of this Schedule 6.1 are to establish and maintain an effective mechanism to, non-exhaustively:
- 1.2.1 consistently review the delivery of quality and cost-effective Services by the Supplier to the Customer, each as set out in this Agreement and facilitated by the Commercial Review Meeting and Service Review Meeting;
 - 1.2.2 determine, assess and prioritise changes to the Services to support the Customer's changing business objectives;
 - 1.2.3 ensure the Services are assessed, reviewed and (to the extent reasonably practicable in accordance with this Agreement) improved on a continuous basis;
 - 1.2.4 ensure that all risks and issues relating to the Services are identified and managed appropriately by the Supplier and the Customer;
 - 1.2.5 arrive at informed decisions throughout the lifetime of this Agreement;
 - 1.2.6 build upon, consolidate and strengthen business and working relationships between the Supplier and the Customer; and
 - 1.2.7 ensure that any contentious issue, difference or question of interpretation relating to the Services or arising out of or in connection with this Agreement is identified in advance and managed by the Parties to reduce the risk of such issue, difference or question of interpretation developing into a Dispute,
- (each such objective being a "**Customer Objective**").
- 1.3 In addition to the governance processes set out in this Schedule 6.1, there are certain governance processes in relation to particular requirements which may be set out in the other Schedules to this Agreement.
- 1.4 For the avoidance of doubt, in the event an issue or Dispute in relation to the Services is referred through the governance process set out in this Schedule 6.1, such referral shall not prejudice any other right of a Party to exercise or claim the benefit of any other remedy available to it pursuant to this Agreement.

2. GOVERNANCE OBJECTIVES

- 2.1 The objectives of the Governance Forums shall be to:
- 2.1.1 ensure the strategic alignment of the Services, their architecture and direction with the Customer's business needs;
 - 2.1.2 help set strategic priorities for the Services and investment;
 - 2.1.3 ensure that technology is appropriately used to support Service Recipients and the Customer's changing business needs;
 - 2.1.4 monitor and improve the Supplier's performance;
 - 2.1.5 monitor control of quality, timeliness of delivery, value for money and the effectiveness of Services delivered by the Supplier;
 - 2.1.6 administer and manage the mechanisms contained in this Agreement to ensure that the Supplier meets its obligations under this Agreement;
 - 2.1.7 ensure all information relating to this Agreement, including financial information and service information, is available for audit as required by this Agreement; and

- 2.1.8 leverage the Supplier's capabilities for the benefit of the Customer, (each such objective being a "**Customer Objective**").
- 2.2 If reasonably requested by the Customer, the Supplier shall ensure that it attends governance bodies other than the Governance Forums from time to time and that the Supplier's representatives are empowered to resolve issues arising at such governance bodies.
3. **GENERAL GOVERNANCE PRINCIPLES**
- 3.1 The governance structure described in this Schedule 6.1 shall apply to all issues arising under this Agreement. In applying the governance structure, the Parties shall comply with the following guiding principles:
- 3.1.1 the Parties shall focus on the identification and resolution of the issues that will determine the long-term success of the relationship;
- 3.1.2 issues should be discussed with counterparts in advance of Governance Forum meetings so that meeting time can be focused on resolution, action planning or guidance;
- 3.1.3 the Parties shall adopt a "fix first" approach to prioritising the timely Achievement of Milestones, and shall not unnecessarily precondition such activities on, or otherwise delay such activities pending, the resolution of contentious issues, questions of interpretation and Disputes; and
- 3.1.4 without prejudice to any other provisions in this Agreement, all contacts and interaction between the Supplier and the Customer are managed in line with the governance structure.
- 3.2 The Parties shall work together to ensure that the number and membership of Governance Forums will be kept to the minimum necessary to meet the principal objectives of the Governance Forums.
- 3.3 The various Governance Forums shall develop their own processes to support their functions.
4. **GOVERNANCE FORUMS**
- 4.1 This Agreement shall be governed by the Governance Forums. The Governance Forums shall be as follows:
- 4.1.1 Commercial Review Meeting;
- 4.1.2 Service Review Meeting; and
- 4.1.3 Dispute Review Meeting.
5. **PURPOSE OF THE GOVERNANCE FORUMS**
- 5.1 Without limiting Paragraph 2.3 of Schedule 2B (*Service Levels*):
- 5.1.1 the Commercial Review Meeting shall be responsible for reviewing:
- (A) contractual compliance;
- (B) contract risks, issues and escalations;
- (C) Variations;
- (D) progress on any relevant Corrective Action Notices and Corrective Action Plans;
- (E) charging, value for money, invoicing and financial reporting matters; and
- (F) outstanding and emerging Disputes (but if any Dispute cannot be resolved by the Commercial Review Meeting, then the Dispute will be escalated to, and reviewed by, the Dispute Review Meeting; and

- (G) any other matters which this Agreement stipulates, or which the Parties agree, will be reviewed by such meeting;
- 5.1.2 the Service Review Meeting shall be responsible for reviewing:
- (A) Service performance (including Transition), including in relation to performance against Service Levels (without prejudice to Paragraph 2.3 of Schedule 2B (*Service Levels*)), Milestones and any other performance indicators;
 - (B) Incidents; and
 - (C) any other matters which this Agreement stipulates, or which the Parties agree, will be reviewed by such meeting; and
- 5.1.3 the Dispute Review Meeting shall be responsible for reviewing Disputes that have not been resolved in, or that have been escalated to the Dispute Review Meeting by, the Commercial Review Meeting.
- 6. MEETINGS OF THE GOVERNANCE FORUMS**
- 6.1 The Parties shall hold Governance Forums in accordance with the requirements set out in this Schedule 6.1 and the details specified in Annex 1 (*Governance Forums*).
- 6.2 The Parties shall ensure that their respective representatives attend nominated Governance Forums and that the representatives are empowered to resolve issues before them. Where absolutely necessary due to annual leave commitments, sickness or ill health, deputies may attend, provided that they are delegated with comparable levels of authority and empowerment.
- 6.3 Each respective Governance Forum shall discuss in good faith, and the Customer shall reasonably decide on:
- 6.3.1 arrangements for attendance at Governance Forums including whether the Governance Forums will require physical presence and their location (which shall be at the Customer's premises in London unless otherwise determined by the chair) and timing;
 - 6.3.2 the meeting quorum (but in any case, each meeting shall be attended by at least one (1) attendee from both the Supplier and the Customer);
 - 6.3.3 the format and running of the meeting including format and requirements for presentations and manner of the resolution of debates;
 - 6.3.4 communication of major decisions and issues;
 - 6.3.5 the arrangements for circulation of agendas; and
 - 6.3.6 the arrangements for minute-taking, agreement and distribution.
- 6.4 The chair of each Governance Forum will decide on:
- 6.4.1 arrangements for attendance at Governance Forums including whether the Governance Forums will require physical presence and their location (which shall be at the Customer's premises in London unless otherwise determined by the chair) and timing;
 - 6.4.2 the meeting quorum;
 - 6.4.3 the format and running of the meeting including format and requirements for presentations, manner of the resolution of debates;
 - 6.4.4 the arrangements for circulation of agendas; and
 - 6.4.5 the arrangements for minute-taking, agreement and distribution.
- 6.5 If a Party wishes to discuss any additional matters at, or for any additional attendees or deputies to attend, a Governance Forum, it shall use reasonable endeavours to give the other Party at least three (3) Working Days' written notice before the relevant Governance Forum is scheduled to occur.

7. CHANGES TO THIS SCHEDULE

- 7.1 If the Customer's internal organisational structures or roles change, it may raise a Variation to update this Schedule 6.1 accordingly (at no additional cost to the Customer, to the extent that the change relates to updating the details of structure of, responsibilities of and any other processes associated with any Governance Forum) and the Supplier shall not unreasonably withhold, condition, or delay its consent to such Variation.
- 7.2 The Customer may, by written notice (which shall not be treated as a Variation), change the Customer Attendees for a Governance Forum.
- 7.3 Without prejudice to Clauses 13.3 to 13.6 (*Key Personnel*), where the name or identity of an Attendee to a Governance Forum changes, the relevant Party shall give written notice of the same to the other Party as soon as possible following such change.

**ANNEX 1
GOVERNANCE FORUMS**

1. COMMERCIAL REVIEW MEETING

Attendees	For the Customer:	Commercial Manager Senior Sourcing/ Category Manager (optional)
	For the Supplier:	Vodafone Account Lead
	Chair	Customer
Start date for Meeting	First month after the Service Commencement Date	
Frequency	Monthly, or at such other times as agreed between the Parties	
Inputs	<ul style="list-style-type: none"> • Previous minutes and actions and reports as specified in this Agreement • Supplier performance review • Contractual compliance • Progress on any relevant Corrective Action Notices and Corrective Action Plans • Contract risks, issues and escalations • Outstanding and new contentious issues, differences or questions of interpretation and Disputes • Commercial savings/benefits • Market update/innovative changes • Any other matters which this Agreement stipulates, or which the Parties agree to include 	
Outputs	<ul style="list-style-type: none"> • Minutes of meeting including actions and decisions • Agreed Service improvements • Resolution of Disputes 	

2. SERVICE REVIEW MEETING

Attendees	For the Customer:	Senior Service Performance Manager – End User Computing Service Performance Manager – End User Computing
	For the Supplier:	Vodafone Service Relationship Manager
	Chair	Customer
Start date for Meeting	First month after the Service Commencement Date	
Frequency	Monthly, or at such other times as agreed between the Parties	
Inputs	<ul style="list-style-type: none"> • Previous minutes and actions and reports as specified in this Agreement • Service Performance reports (including as tracked against Service Levels, Milestones and any other performance indicators agreed between the parties) • Usage • Progress against Transition plan • Any other matters which the Agreement stipulates, or which the Parties agree to include 	
Outputs	<ul style="list-style-type: none"> • Minutes of the meeting including actions and decisions 	

3. **DISPUTE REVIEW MEETING**

Attendees	For the Customer:	Customer Representative
	For the Supplier:	Vodafone Account Lead
	Chair	Customer
Start date for Meeting	N/A	
Frequency	Promptly following a relevant Dispute arising	
Inputs	<ul style="list-style-type: none"> • Issues list describing the relevant Dispute • Previous resolution or associated action plan for a previous Dispute (if applicable) • Relevant minutes of the meeting including actions and decisions from a Commercial Review Meeting in relation to the Dispute (if any) 	
Outputs	<ul style="list-style-type: none"> • Minutes of the meeting including actions and decisions • Resolution of Disputes including temporary or final resolution and associated action plan • Agreed timescales for implementation of the resolution and associated action plan • Agreed next steps regarding review of effectiveness of resolution or associated action plan to resolve the Dispute 	



[GLA Entity]
and
VODAFONE LIMITED

**Agreement for the provision of
Mobile Services Lot 1
Schedule 6.2
Variation Procedure**

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1. INTRODUCTION

- 1.1 The purpose of this Schedule 6.2 is to set out:
- 1.1.1 the processes for requesting, considering and implementing Variations;
 - 1.1.2 the types of Variations;
 - 1.1.3 the basis for pricing Variations; and
 - 1.1.4 the requirements for the Supplier to report and improve the accuracy and precision of Variation Pricing.
- 1.2 The objectives of this Schedule 6.2 are to:
- 1.2.1 enable the Customer to operate in a dynamic environment, seeking to respond to the changing demands of its Service Recipients;
 - 1.2.2 ensure that the Customer has the ability to vary the Services or their performance to meet the Customer's business needs and to continue to develop and, potentially, expand the scope of the Services; and
 - 1.2.3 require the Supplier to ensure that all relevant Documents are promptly updated with Variation details as part of the delivery of that Variation,
- 1.3 (each such objective being a "**Customer Objective**").

2. COSTS FOR PREPARATION OF VARIATIONS

- 2.1 The Supplier shall not, in relation to a Variation, be entitled to charge any costs in respect of resources which have already been included as part of the Charges.
- 2.2 Each Party shall pay its own costs and expenses, in each case of any nature whatsoever, incurred in connection with the investigation, preparation or negotiation of each Customer Proposed Variation or Supplier Proposed Variation, and otherwise in connection with any acts, omissions, documentation, notices, proposals or correspondence in connection with agreement on, or determination in accordance with the provisions of Schedule 6.3 (*Dispute Resolution Procedure*) of, the terms of any Variation. Such costs and expenses shall not be taken into account (or be included by the Supplier) in costing any Variation.
- 2.3 The Supplier shall not be entitled to recover any costs incurred in the event that a Customer Proposed Variation or Supplier Proposed Variation is not given Variation Approval.

3. VARIATION PROCEDURE

Overview

- 3.1 Each Party may at any time request a Variation to the Services. The other Party shall not be obliged to approve such Variation.

Types of Variations

- 3.2 Variations shall be categorised as one of the following:
- 3.2.1 a Variation request issued by the Customer (a "**Customer Proposed Variation**");
or
 - 3.2.2 a Variation proposed by the Supplier (a "**Supplier Proposed Variation**").

Variation Notices

- 3.3 If the Customer wishes to implement a Variation then the Customer shall give notice to the Supplier of a Customer Proposed Variation (each a "**Variation Notice**") in the form set out in Annex 1 (*Variation Notice*).
- 3.4 The Variation Notice shall set out:
- 3.4.1 the scope of the Variation, including any specific deliverables required to be provided by the Supplier;

- 3.4.2 any constraints on the implementation and/or delivery of the Variation to the Services;
 - 3.4.3 the timetable for implementation of the Variation;
 - 3.4.4 any additional clauses required pursuant to Clause 15.4 (*Intellectual Property Rights*), relating to any IPR being created; and
 - 3.4.5 whether the Customer considers that the Variation is a chargeable Variation and if so, the pricing model.
- 3.5 The Customer may propose such contractual incentive provisions in accordance with Paragraph 3 as the Customer considers appropriate (subject to the requirements of Applicable Law).

Supplier Proposals

- 3.6 The Supplier shall, in response to each Variation Notice, issue a Supplier Proposal. The Supplier shall deliver to the Customer a Supplier Proposal within twenty (20) Working Days (or such other period agreed in writing by the Customer acting reasonably) from the date of delivery of the relevant Variation Notice.
- 3.7 Where more than one (1) of the Supplier Proposals required to be delivered under Paragraph 1.12 in any consecutive three (3) months fail to be submitted within twenty (20) Working Days (or such other period agreed in writing by the Customer acting reasonably) from the date of delivery of the relevant Variation Notice, the Supplier shall prepare and issue a Corrective Action Plan (and the Customer shall be deemed to have issued a Corrective Action Notice in respect thereof).
- 3.8 If the Supplier reasonably considers that the Variation Notice does not contain sufficient information to enable the Supplier to prepare a Supplier Proposal and the Supplier does not have access to such information which is essential in the preparation of the Supplier Proposal then the Supplier shall notify the Customer promptly and in any event within five (5) Working Days from receipt of the Variation Notice, providing a full explanation of the information required and why it is essential for the preparation of the Supplier Proposal (a "Request for Further Information"). the Customer shall either:
- 3.8.1 provide the information requested and extend the period for the submission of the Supplier Proposal by a period equal to the difference between the date when the Customer received the Request for Further Information and the date on which the Customer provided the information requested by the Supplier (or such other period agreed in writing by the Customer acting reasonably); or
 - 3.8.2 provide reason(s) why the Customer does not consider the information to be required, in which case the period for the submission of the Supplier Proposal shall remain unchanged.
- 3.9 The Supplier Proposal shall, as a minimum, include:
- 3.9.1 the proposed method of implementing the Variation;
 - 3.9.2 which Supplier Personnel (for example, number and functional expertise) will be required to implement the Variation and any assumptions used in deriving the number of Supplier Personnel required per role, for example, number of hours worked per day;
 - 3.9.3 the effect (if any) on the timing of the performance of other obligations under this Agreement (including the effect (if any) on any relevant Milestone Dates);
 - 3.9.4 the impact or possible impact of the proposed Variation on the provision of the Services (including without limitation all possible risks or issues associated with or resulting from the Variation);
 - 3.9.5 the anticipated Supplier responsibilities;
 - 3.9.6 the value and scope of Services being provided via any potential Sub-contract; and

3.9.7 the financial consequences of implementing the Variation, (together, the "**Variation Pricing**").

Customer Variation review

- 3.10 Within ten (10) Working Days of the submission to the Customer by the Supplier of a Supplier Proposal, the Customer shall notify the Supplier whether or not it agrees with the contents of the Supplier Proposal, including the Variation Pricing.
- 3.11 If the Customer agrees with a Supplier Proposal, it shall issue a Variation Approval in accordance with Paragraph 1.21.
- 3.12 If the Customer does not agree with the Supplier Proposal the Parties shall first attempt to resolve the disagreement in good faith and shall negotiate to agree the required changes.
- 3.13 The Supplier shall, within five (5) Working Days from the date of the Customer's notification to the Supplier pursuant to Paragraph 1.16 that it does not agree with the Supplier Proposal, provide to the Customer in writing an updated Supplier Proposal and the Customer shall, within five (5) Working Days notify the Supplier whether or not it agrees with such updated Supplier Proposal.
- 3.14 If, within ten (10) Working Days (or such other period as may be agreed by the Parties in advance and in writing) from the date of the Customer's notification to the Supplier pursuant to Paragraph 1.19 stating that the Customer does not agree with the updated Supplier Proposal, the Customer and the Supplier fail to agree, then the Customer may escalate the matter to the Commercial Review Meeting.

Variation Approval

- 3.15 The Supplier shall not implement any Customer Proposed Variation or Supplier Proposed Variation until the Customer has issued a notice (the "**Variation Approval**"). The Customer shall not at any time be obliged to issue a Variation Approval in respect of any Customer Proposed Variation or Supplier Proposed Variation.
- 3.16 The Supplier shall accept a copy of the Variation Approval as formal authorisation from the Customer to proceed with a Variation.
Implementation of a Variation
- 3.17 Following a Variation Approval, the Supplier shall immediately proceed with the relevant Variation.

Settlement of Variations

- 3.18 Any additional charges payable in respect of a Variation, and any associated payment milestones, shall be identified in the Supplier Proposal.

4. Variation Pricing

- 4.1 The Supplier shall ensure that all elements of Variation Pricing for each Variation complies with the requirements set out in this Paragraph 4 as well as in Schedule 5.1 (*Charges and Invoicing*).

General principles

- 4.2 The Supplier shall use its reasonable endeavours to minimise the cost impact on the Customer associated with Variations.
- 4.3 In preparing a Supplier Proposal the Supplier shall provide the Charges to carry out the Variation which shall:
 - 4.3.1 be based on and reflect the Charges set out in Schedule 5.1 (*Charges and Invoicing*); and
 - 4.3.2 comply with the requirements of this Schedule 6.2.
- 4.4 The Supplier shall not:

- 4.4.1 increase the Charges on account of a Variation if the Variation can be implemented using the Supplier's then-current resources covered by the existing Charges or if the proposed Variation relates to the introduction of a new service which can be provided within the existing Charges;
 - 4.4.2 charge for costs not reasonably and properly incurred by it;
 - 4.4.3 charge cost overruns caused by a failure of the Supplier to comply with the requirements of this Agreement or to use reasonable care and skill to provide the Services; and
 - 4.4.4 charge costs to remedy any defect or Incident caused by a failure of the Supplier to comply with the requirements of this Agreement or to use reasonable care and skill to provide the Services.
- 4.5 Without prejudice to other provisions of this Agreement the Supplier shall, when submitting a Supplier Proposal, or before referring any matter for determination pursuant to Schedule 6.3 (*Dispute Resolution Procedure*) or when implementing any Variation (as the context requires):
- 4.5.1 submit a statement to the Customer of its proposed method of implementing the Variation, demonstrating the steps which it has taken to minimise the costs of doing so;
 - 4.5.2 if reasonably required by the Customer, demonstrate that it has complied with Schedule 5.1 (*Charges and Invoicing*) in relation to the Variation Pricing included in the Supplier Proposal and that this represents value for money having due regard to the Supplier's other obligations under this Agreement; and
 - 4.5.3 shall not in its Supplier Proposal make any claim that it is excused from any liability other than on the same grounds and to the same extent as it would have been excused from liability for performing its obligations under this Agreement (before the proposed Variation took effect).
- 4.6 The Customer may provide the Supplier with information in relation to possible future Variations to enable the Supplier to take into account such future possible Variation in planning its operation so as to reduce the costs of implementing such Variations in the future. The Supplier shall be obliged to reduce such costs to the extent practicable, having regard to the timing and quality of the information provided by the Customer, provided that the Customer has stated in writing that a particular possible future Variation should be taken into account in preparing the Supplier Proposal unless the Supplier notifies the Customer in writing that such an approach would result in the Supplier incurring material additional costs, expenses or disruption and provides evidence of the same.
- 4.7 The Supplier shall identify in the Supplier Proposal any impact the implementation of the Variation will have to the existing Charges.

ANNEX 1
VARIATION NOTICE

Variation No. [XXXX]	Date [DD-MMM-YY]
VARIATION TITLE:	
Supplier: [Insert Supplier name] (Contract name and reference no. to be included in header)	
Cost Model: Fixed Price / Cost Reimbursable (delete as appropriate)	
Bounded Mechanisms: Profit Retention / Shared Risk Pot / Exceptional Bonus / Delay Payments / Tapering Charges / Charge Adjustment Points (delete as appropriate)	

Project Manager	Service Delivery Manager	Contract Manager
[Insert Project Manager Name]	[Insert Service Delivery Manager Name]	[Insert Contract Manager Name]

Summary	
<p>➤ Scope of Variation to the Services <i>Insert a concise summary of the scope of the Variation to the Services, including any specific Deliverables to be provided by the Supplier</i></p>	
<p>➤ Key Risks and Issues <i>Insert a concise summary of the Risks and issues on the implementation and/or delivery of the Variation to the Services</i></p>	
<p>➤ Key dates/Milestone Dates/Milestone Deliverables <i>Provide a timetable for the implementation of the Variation including key dates or Milestone Dates (including the deliverables or Services that the Supplier shall provide by each relevant key date or Milestone Date)</i></p>	
<p>➤ Approval / Assurance <i>Insert summary of the key Approval / Assurance requirements</i></p>	
<p>➤ Variation Pricing <i>Insert statement regarding whether the Customer considers that the proposed Variation is chargeable or not</i></p>	
Signed: Customer [insert name] [insert job title]	Signed:



[GLA Entity]
and
VODAFONE LIMITED

**Agreement for the provision of
Mobile Services Lot 1
Schedule 6.3
Dispute Resolution Procedure**

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1. INTRODUCTION

The purpose of this Schedule 6.3 is to set out the Dispute Resolution Procedure in order to enable the Parties to resolve any Disputes which arise in an efficient and timely manner (such objective being a "**Customer Objective**").

2. DISPUTE NOTICES

2.1 If a Dispute has arisen, and:

2.1.1 either Party is of the reasonable opinion that the resolution of the Dispute by commercial negotiation in accordance with Schedule 6.1 (*Governance*), or the continuance of commercial negotiation, will not result in an appropriate solution; or

2.1.2 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with Schedule 6.1 (*Governance*),

either Party may issue to the other a Dispute Notice.

2.2 A Dispute Notice:

2.2.1 shall set out:

(A) the material particulars of the Dispute;

(B) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and

(C) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and

2.2.2 may specify in accordance with the requirements of Paragraphs 7.1, 7.2 and 7.3 that the Party issuing the Dispute Notice has determined (in the case of the Customer) or considers (in the case of the Supplier) that the Dispute is a Multi-Party Dispute, in which case Paragraph 7 shall apply.

2.3 If a Dispute Notice specifies that the Dispute has been determined or is considered to be a Multi-Party Dispute pursuant to Paragraph 2.2.2 then:

2.3.1 if it is served by the Customer it shall be treated as a Multi-Party Procedure Initiation Notice; and

2.3.2 if it is served by the Supplier it shall be treated as a Supplier Request,

and in each case the provisions of Paragraph 7 shall apply.

2.4 Subject to Paragraphs 2.5 and 3.2, and provided that the Customer has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:

2.4.1 first, if either Party serves a Mediation Notice, by mediation in accordance with Paragraph 4;

2.4.2 then, if either Party serves a Notice of Adjudication, by Adjudication in accordance with Paragraph 5; and

2.4.3 lastly by recourse to litigation in accordance with Clause 45 (*Governing Law and Jurisdiction*).

2.5 Notwithstanding anything to the contrary in this Schedule 6.3, the Customer may, at its sole discretion, at any time refer any Dispute to:

2.5.1 Adjudication; or

2.5.2 litigation in accordance with Clause 45 (*Governing Law and Jurisdiction*).

2.6 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Agreement regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice.

3. EXPEDITED DISPUTE TIMETABLE

- 3.1 In exceptional circumstances where the application of the periods of time set out in this Schedule 6.3 would be unreasonable, including (by way of example) where one (1) Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use the Expedited Dispute Timetable within five (5) Working Days of the issue of a Dispute Notice, the Customer shall decide, in its sole discretion, whether the Expedited Dispute Timetable shall be used.
- 3.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of Paragraph 3.1 or is otherwise specified under the provisions of this Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:
- 3.2.1 in Paragraph 4, the applicable time limits shall be reduced by half; and
- 3.2.2 in Paragraph 5.2.1, the time limit of two (2) Working Days shall apply (instead of five (5) Working Days).
- 3.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend that deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

4. MEDIATION

- 4.1 Subject to Paragraph 2.5, following the service of a Dispute Notice, either Party may serve a written notice to proceed to mediation in accordance with this Paragraph (a "**Mediation Notice**").
- 4.2 If a Mediation Notice is served, the Parties shall attempt to resolve the Dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Agreement.
- 4.3 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within five (5) Working Days from the service of a Mediation Notice then either Party may apply to CEDR to nominate such a person.
- 4.4 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.5 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Variation Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.
- 4.6 Subject to Paragraph 2.5, in the event that the Dispute is not resolved by written agreement between the Parties within twenty-eight (28) days of the appointment of the Mediator, either Party may issue a Notice of Adjudication to the other Party in accordance with Paragraph 5.1.1.

5. ADJUDICATION

- 5.1 Notice of Adjudication
- 5.1.1 Subject to Paragraphs 2.1 and 2.5, if the Parties have been unable to resolve a Dispute (if a Mediation Notice has been served) by mediation as provided in Paragraph 4, within the time limits set by Paragraph 4.6, then either Party may at any time thereafter give written notice (the "**Notice of Adjudication**") to the other Party requiring the Dispute to be referred to a suitably experienced Adjudicator.
- 5.1.2 The Notice of Adjudication shall set out briefly:

- (A) a statement of the nature of the Dispute in respect of which Adjudication is required and the material facts to be relied on;
- (B) the Clauses, Schedules and Paragraphs in this Agreement to be relied on; and
- (C) the redress sought (including the quantum of any monetary relief).

5.1.3 More than one (1) Notice of Adjudication may be given in relation to Disputes arising out of this Agreement. An Adjudicator may act in more than one (1) Adjudication under this Agreement at the same time but in respect of each Dispute there shall only be one (1) Adjudicator at any time.

5.2 Appointing the Adjudicator

5.2.1 The Parties shall within five (5) Working Days of the Notice of Adjudication agree the appointment of a suitably experienced individual to act as the Adjudicator.

5.2.2 If the Parties agree on the identity of the Adjudicator, the Party that gave the Notice of Adjudication (the "**Referring Party**") shall within a further five (5) Working Days send to the Adjudicator and to the other Party (the "**Responding Party**"):

- (A) a copy of the Notice of Adjudication;
- (B) the Parties' names and addresses;
- (C) a copy of this Agreement; and
- (D) a written request for the Adjudicator to confirm to the Parties within two (2) Working Days of receipt of such request the Adjudicator's availability to act.

5.2.3 If such person named under Paragraph 5.2.2 confirms to the Parties within two (2) Working Days of receipt of the request from the Referring Party their availability to act, they shall be the Adjudicator for any Dispute stated in the Notice of Adjudication.

5.2.4 If the Parties do not agree within five (5) Working Days of the Notice of Adjudication on the identity of the Adjudicator or the Adjudicator does not confirm his availability to act in accordance with Paragraph 5.2.3, the Referring Party shall request a nomination of an Adjudicator from the LCIA (London Court of International Arbitration, whose address as at the Effective Date is 70 Fleet Street, London EC4Y 1EU) to be made within five (5) Working Days and shall send to the LCIA:

- (A) a copy of the Notice of Adjudication;
- (B) the Parties' names and addresses;
- (C) a copy of this Dispute Resolution Procedure; and
- (D) anything else required by the LCIA for it to nominate an Adjudicator.

5.2.5 Following nomination of an Adjudicator by the LCIA in accordance with Paragraph 5.2.4, the Referring Party shall send a written request to the Adjudicator for them to confirm to the Parties within two (2) Working Days of receipt of such request their availability to act. If they confirm to the Parties their availability to act within two (2) Working Days, they shall be the Adjudicator for any Dispute stated within the Notice of Adjudication. If not, the Referring Party shall send a further request to the LCIA in accordance with Paragraph 5.2.4.

5.2.6 If, for any reason, an Adjudicator:

- (A) resigns or is unable to act; or
- (B) fails to reach a decision within the time required by these rules, and the Parties are unable to agree with the Adjudicator an extension of time and/or are unable to agree a replacement Adjudicator,

the Referring Party shall follow the procedure set out in Paragraphs 5.2.4 and 5.2.5 to request a nomination of an Adjudicator from the LCIA.

- 5.2.7 An Adjudicator shall declare to the Parties and shall not act if they are or have been an employee, agent or consultant of either Party, save where both Parties consent, and shall declare any interest, financial or otherwise, in any Dispute referred to in the Notice of Adjudication.
- 5.2.8 Subject to Paragraph 5.2.7, if a Party objects to a person selected as Adjudicator by the LCIA, that objection shall not prevent the Adjudicator being appointed, and it shall not invalidate the appointment or any decision he may reach.
- 5.2.9 The Adjudicator shall provide to the Parties, at the same time as confirming his availability to act, a copy of the terms on which he is prepared to act including information regarding fees and expenses.
- 5.3 **Scope of the Adjudication**
- 5.3.1 The scope of the Adjudication shall be the Dispute identified in the Notice of Adjudication, together with:
- (A) any further matters which the Parties agree should be within the scope of the Adjudication; and
 - (B) any further matters which the Adjudicator determines shall be included in order that the Adjudication may be effective and/or meaningful.
- 5.3.2 The Adjudicator may decide upon their own substantive jurisdiction and the scope of the Adjudication.
- 5.4 **Purpose of the Adjudication**
- The underlying purpose of the Adjudication is to decide Disputes between the Parties that are within the scope of the Adjudication as rapidly and economically as is reasonably possible.
- 5.5 **Role of the Adjudicator**
- 5.5.1 The Adjudicator shall act fairly and impartially, but shall not be obliged or empowered to act as arbitrator.
- 5.5.2 The Adjudicator shall have the power to open up and review any Records, written correspondence, notices, certificates or other things issued or made pursuant to this Agreement or any other relevant contract as would a court.
- 5.6 **Referral of the Dispute**
- 5.6.1 Within two (2) Working Days of receipt of an Adjudicator's confirmation of their availability to act, the Referring Party shall refer the Dispute by notice in writing (the "**Referral Notice**") to the Adjudicator.
- 5.6.2 The Referral Notice shall include:
- (A) details of the circumstances giving rise to the Dispute;
 - (B) the reasons for entitlement to the remedy sought; and
 - (C) any documentary or other evidence that the Referring Party intends to rely upon in the Adjudication.
- 5.6.3 The Referring Party shall, at the same time as it sends to the Adjudicator the Referral Notice and documents referred to in Paragraph 5.6.2, send a copy of the Referral Notice and copies of those documents to the other Party.
- 5.6.4 The date of the referral of the Dispute shall be the date on which the Referral Notice is received by the Adjudicator (the "**Date of Referral**"). The Adjudicator shall confirm to the Parties in writing the date of receipt of the Referral Notice.
- 5.6.5 Following receipt of a Referral Notice in accordance with Paragraph 5.6.3, each Party shall be entitled to send a response to the Adjudicator, which shall at the

same time be copied to the other Party, within ten (10) Working Days of the Date of Referral.

5.7 The Adjudication

- 5.7.1 The Adjudicator shall establish the timetable and procedure for the Adjudication, with which the Parties shall comply, subject always to the time limit in Paragraph 5.8.1, and may proceed if one (1) Party does not participate or cooperate.
- 5.7.2 Without prejudice to the generality of Paragraph 5.7.1, the Adjudicator may if he thinks fit:
- (A) require the delivery of written statements of case;
 - (B) require either Party to produce a bundle of key documents (other than documents that would be privileged from production to a court), whether helpful or otherwise to that Party's case, and to draw such inference as may seem proper from any imbalance in such bundle that may become apparent;
 - (C) require the delivery to him and/or the other Party of copies of any documents (other than documents that would be privileged from production to a court);
 - (D) limit the length of any written or oral submission;
 - (E) require the attendance before him for questioning of any employee or agent of either Party;
 - (F) make Site visits;
 - (G) subject to Paragraph 5.7.4(B), make use of their own specialist knowledge;
 - (H) make directions for the conduct of the Adjudication orally or in writing, if made orally the directions shall be confirmed by the Adjudicator in writing;
 - (I) review and revise any of their own previous directions;
 - (J) conduct the Adjudication inquisitorially, and take the initiative in ascertaining the facts and the Law;
 - (K) proceed with the Adjudication and reach a decision even if a Party fails to comply with a request or direction with which they have been given the opportunity to comply; and
 - (L) reach their decision(s) with or without holding an oral hearing.
- 5.7.3 The Adjudicator may, at any time, obtain legal or technical advice on any matter provided that the Parties are informed of the reasons beforehand. Prior to making the decision, the Adjudicator shall provide the Parties with copies of any written advice so obtained.
- 5.7.4 The Adjudicator shall:
- (A) decide on the Dispute referred to in the Notice of Adjudication, and any other matters as identified under Paragraph 5.3.1, on the basis of the Parties' legal entitlements;
 - (B) act fairly and impartially, giving each Party a reasonable opportunity, in light of the timetable, of putting their case and dealing with that of its opponent;
 - (C) in reaching his decision, take into account the fact that this Agreement relates to services provided to the public which should continue to operate in a timely, economic, efficient and reliable manner; and
 - (D) avoid incurring unnecessary expense.
- 5.7.5 The Adjudicator shall not:

- (A) request and/or require any advance payment of or security for his fees;
 - (B) receive any submissions from one (1) Party that are not also made available to the other Party;
 - (C) except in the event of misconduct by that representative refuse either Party the right at any hearing or meeting to be represented by any representative of that Party's choosing who is present;
 - (D) act or continue to act if he has a conflict of interest; or
 - (E) require either Party to pay or make contribution to the legal costs of the other Party arising in the Adjudication.
- 5.7.6 The Adjudicator may in any decision, direct the payment of such interest from such dates and at such rates as permitted by this Agreement or if no such rate is set out in this Agreement, the Adjudicator may apply a commercially reasonable rate.
- 5.7.7 All information of whatever nature provided to the Adjudicator by either Party shall be copied to the other Party or (where copying is not practicable) the other Party shall be entitled to inspect it. The Adjudicator shall require material information provided orally to be confirmed to the Adjudicator in writing (and copied to the other party).
- 5.7.8 The Parties shall continue to observe and perform all obligations contained in this Agreement, notwithstanding any reference to the Adjudicator.

5.8 The Adjudicator's decision

- 5.8.1 The Adjudicator shall reach a decision on the Dispute set out in the Notice of Adjudication, and any other matters as identified under Paragraph 5.3.1, within twenty-eight (28) days of the Date of Referral, as confirmed to the Parties in accordance with Paragraph 5.6.4.
- 5.8.2 The twenty-eight (28) day period set out in Paragraph 5.8.1 may be extended:
- (A) to such longer period as may be agreed by the Parties after the Dispute has been referred to the Adjudicator; and
 - (B) by the Adjudicator by up to fourteen (14) days with the consent of the Referring Party.
- 5.8.3 Any decision of the Adjudicator shall be in writing. The Adjudicator shall provide written reasons for his decision.
- 5.8.4 Any decision of the Adjudicator shall be binding unless and until the Dispute is finally determined by the court pursuant to Paragraph 5.10.1 or by written agreement.
- 5.8.5 Either Party may apply to the appropriate court for enforcement of the Adjudicator's decision. Neither any form of enforcement of the Adjudicator's decision nor any form of challenge to the enforcement of the Adjudicator's decision nor any dispute arising out of or in connection with such enforcement or challenge shall be regarded and treated as a Dispute for the purposes of this Schedule 6.3.

5.9 Costs

- 5.9.1 Each Party shall bear its own costs. The Adjudicator may not decide the Parties' legal and other costs arising out of or in connection with the Adjudication unless the Parties otherwise agree.
- 5.9.2 Unless the Adjudicator resigns before sending the Parties his decision, he shall be entitled to charge the Parties his fees and expenses for the Adjudication.
- 5.9.3 The Parties shall be jointly and severally responsible for the Adjudicator's fees and expenses including the fees and expenses of any legal or technical adviser instructed by him under Paragraph 5.7.3.

5.9.4 In the decision, the Adjudicator shall have discretion to apportion liability for the Adjudicator's fees and expenses referred to in Paragraph 5.9.3. The Parties agree to be bound by the Adjudicator's costs direction unless and until the costs direction of the Adjudicator is set aside or revised in accordance with Paragraph 5.10.2.

5.9.5 Notwithstanding anything to the contrary in any contract between the Parties, the Adjudicator shall have no jurisdiction to require the Party which referred the Dispute to Adjudication to pay the costs of the other Party solely by reason of having referred the Dispute to Adjudication.

5.10 **Court proceedings**

5.10.1 If either Party is dissatisfied with the Adjudicator's decision, then within twenty-eight (28) days of the date of the Adjudicator's decision it may give written notice to the other Party that it intends to issue court proceedings for the determination of the Dispute.

5.10.2 In relation to court proceedings commenced pursuant to Paragraph 5.10.1:

- (A) no Party shall be limited in the proceedings before the court to the evidence or arguments put before the Adjudicator;
- (B) the Adjudicator shall neither be called as a witness nor required to give evidence before the court on any matter whatsoever; and
- (C) either Party can request the court to set aside or revise a direction by the Adjudicator in respect of payment by the Parties of the costs or fees of the Adjudication (including payment of the remuneration and expenses of the Adjudicator).

5.11 **Enforcement**

Every decision of the Adjudicator shall be implemented without delay subject to final determination by the court following court proceedings for the determination of the Dispute issued in accordance with Paragraph 5.10.1. The Parties shall be entitled to such reliefs and remedies as are set out in the Adjudicator's decision, and shall be entitled to summary enforcement thereof, even if the decision is or becomes the subject of any court proceedings. No issue decided by one (1) Adjudicator may be referred to another Adjudicator for a decision, unless agreed in writing by the Parties.

5.12 **Independence**

The Adjudicator, and any legal or technical adviser instructed by him under Paragraph 5.7.3 are and shall remain independent of the Parties, neutral and impartial, and do not and shall not act as advisers to the Parties.

5.13 **Confidentiality**

Each Adjudication shall be private and confidential. The Parties, the Adjudicator (and any expert and/or professional adviser appointed by him under Paragraph 5.7.3) shall keep the existence of and subject matter of each Adjudication and each decision private and confidential, except to the extent that it is necessary in order to implement or enforce a decision or is required by Law.

5.14 **No Liability**

5.14.1 The Adjudicator (and any legal or technical adviser instructed by him under Paragraph 5.7.3) shall not be liable for anything done or omitted to be done in the discharge or purported discharge of their appointment, unless the act or omission is shown to be fraudulent or in bad faith. However, nothing in this forgoing exclusion shall relieve the Adjudicator (and any legal or technical adviser instructed by him under Paragraph 5.7.3) of their duty to provide their decision in accordance with the agreed timetable.

5.14.2 No Party shall, save in the case of bad faith on the part of the Adjudicator, make any application to court whatsoever in relation to the conduct of the Adjudication or the decision of the Adjudicator until such time as the Adjudicator has made his decision, or refused to make a decision.

6. URGENT RELIEF

6.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

6.1.1 for interim or interlocutory remedies in relation to this Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or

6.1.2 where compliance with Paragraph 2.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

7. MULTI-PARTY DISPUTES

7.1 Any Dispute which involves:

7.1.1 the Parties; and

7.1.2 one (1) or more parties to another contract with the Customer or the Supplier which is relevant to this Agreement or a Sub-contract (a "**Related Third Party**"),

(a "**Multi-Party Dispute**"), shall be resolved in accordance with the procedure set out in this Paragraph (the "**Multi-Party Dispute Resolution Procedure**").

7.2 If at any time following the issue of a Dispute Notice but before the Dispute has been referred to Adjudication in accordance with Paragraph 5 or to litigation in accordance with Clause 45 (*Governing Law and Jurisdiction*), the Customer reasonably considers that the matters giving rise to the Dispute involve one (1) or more Related Third Parties, then the Customer shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the Supplier which sets out the Customer's determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure (such notice being a "**Multi-Party Procedure Initiation Notice**").

7.3 If following the issue of a Dispute Notice but before the Dispute has been referred to Adjudication in accordance with Paragraph 5 or to litigation in accordance with Clause 45 (*Governing Law and Jurisdiction*), the Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one (1) or more Related Third Parties, the Supplier may serve a Supplier Request on the Customer.

7.4 The Customer shall (acting reasonably) consider each Supplier Request and shall determine within five (5) Working Days whether the Dispute is:

7.4.1 a Multi-Party Dispute, in which case the Customer shall serve a Multi-Party Procedure Initiation Notice on the Supplier; or

7.4.2 not a Multi-Party Dispute, in which case the Customer shall serve written notice of such determination upon the Supplier and the Dispute shall be treated in accordance with Paragraphs 2 to 6.

7.5 If the Customer has determined, following a Supplier Request, that a Dispute is not a Multi-Party Dispute, the Supplier may not serve another Supplier Request with reference to the same Dispute.

7.6 Following service of a Multi-Party Procedure Initiation Notice, a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the "**Multi-Party Dispute Resolution Board**") comprising at least one (1) representative from each of the following participants to the Multi-Party Dispute, each of whom shall be authorised to finalise any agreement to settle the Multi-Party Dispute:

7.6.1 the Customer;

- 7.6.2 the Supplier; and
- 7.6.3 each Related Third Party involved in the Multi-Party Dispute, together with any other representatives of the Supplier or any relevant Related Third Party whom the Customer considers necessary (together "**Multi-Party Dispute Representatives**").
- 7.7 The Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:
- 7.7.1 The Customer and the Supplier shall procure that their Multi-Party Dispute Representatives attend, and shall use reasonable endeavours to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;
- 7.7.2 meetings of the Multi-Party Dispute Resolution Board shall be chaired by the Customer's representative;
- 7.7.3 the Multi-Party Dispute Resolution Board shall first meet within ten (10) Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Customer, the Supplier and the Related Third Parties shall seek to agree within five (5) Working Days of service of the relevant Multi-Party Procedure Initiation Notice. If the Customer, the Supplier and the Related Third Parties do not reach agreement on the time and place to meet within five (5) Working Days of service of the relevant Multi-Party Procedure Initiation Notice, they shall meet at the time and place specified by the Customer, provided such place is at a neutral location within England and that the meeting is to take place between 9.00 am and 5.00 pm on a Working Day; and
- 7.7.4 in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations of the Customer, the Supplier and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.
- 7.8 Subject to Paragraph 2.5, if a Multi-Party Dispute is not resolved between the Customer, the Supplier and all Related Third Parties within twenty-five (25) Working Days of the issue of the Multi-Party Procedure Initiation Notice, then the Customer or the Supplier:
- 7.8.1 may serve a Mediation Notice in respect of the Multi-Party Dispute in which case Paragraph 4 shall apply; and/or
- 7.8.2 may request that the Multi-Party Dispute is referred to an Adjudicator in which case Paragraph 5 shall apply; and/or
- 7.8.3 may refer the Multi-Party Dispute to the courts for resolution in accordance with Clause 45 (*Governing Law and Jurisdiction*).
- 7.9 If a Multi-Party Dispute is referred to mediation or Adjudication pursuant to Paragraph 7.8, the Customer and the Supplier shall each use reasonable endeavours to procure that all relevant Related Third Parties give their written consent to participate in (and in the case of Adjudication, be bound by) the Adjudication or mediation.
- 7.10 To the extent that one (1) or more Related Third Parties consent to participate in (and in the case of Adjudication agree to be bound by) the Adjudication or mediation:
- 7.10.1 references in this Schedule 6.3 to "Parties" or "Party" shall in such circumstances include the relevant Related Third Parties (and reference to "either Party", "both Parties" or "the other Party" shall be constructed accordingly); and
- 7.10.2 in respect of an Adjudication, the Adjudicator shall decide the Dispute under all relevant contracts in accordance with the provisions of this Schedule 6.3.



[GLA Entity]
and
VODAFONE LIMITED

**Agreement for the provision of
Mobile Services Lot 1
Schedule 7
Exit Management**

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1. INTRODUCTION

1.1 The objectives of this Schedule 7 are to:

- 1.1.1 set out the Supplier's obligations to support Customer in the re-procurement of all or part of the Services;
- 1.1.2 set out the strategy, services, activities, and processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Replacement Supplier; and
- 1.1.3 require the Supplier to support an orderly, controlled handover of responsibility for the provision of the Services from the Supplier to the Replacement Supplier, with the minimum of disruption and so as to prevent or mitigate any inconvenience to Customer by means of the implementation of the Exit Plan,

(each such objective being a "**Customer Objective**").

1.2 This Schedule 7 sets out:

- 1.2.1 the Supplier's obligations throughout the Term to provide the Exit Information in accordance with Paragraph 2;
- 1.2.2 the Supplier's obligations to assist Customer in connection with the re-procurement of some or all of the Services in accordance with Paragraph 3; and
- 1.2.3 the Supplier's obligations to prepare and maintain an Exit Plan in accordance with Paragraph 4.

2. EXIT INFORMATION

2.1 The Supplier shall provide the Exit Information to Customer within ten (10) Working Days of a written request from TfL:

- 2.1.1 during the Initial Term or any Extension Period provided that Customer may not make any such request under this Paragraph 2.1.1 within twelve (12) months after an earlier request for such information during this period;
- 2.1.2 within the twelve (12) month period prior to the expiry of the Initial Term or any Extension Period;
- 2.1.3 following a Termination Notice; and/or
- 2.1.4 as required during the Exit Period for the purpose of the re-procurement and/or migration of the Services.

2.2 The Supplier shall ensure that the Exit Information is complete and accurate in all material respects.

3. ASSISTANCE ON RE-TENDERING OF SERVICES

3.1 The Supplier acknowledges and agrees that Customer may provide the Exit Information to a potential Replacement Supplier.

3.2 The Supplier shall co-operate as reasonably requested by Customer in respect of any re-tendering exercise, including by:

- 3.2.1 participating in meetings and/or other sessions (whether physically or remotely) with Customer and/or actual or potential Replacement Suppliers for the purpose of answering questions from those actual or potential Replacement Suppliers in respect of such tendering exercise; and
- 3.2.2 reviewing any transition plan submitted by actual or potential Replacement Suppliers in order to identify any necessary changes which shall be made to the Supplier's Exit Plan in order to de-risk transition to the Replacement Services.

4. **EXIT PLAN**

4.1 The Supplier shall submit a draft Exit Plan to Customer for written approval no later than three (3) months after the Effective Date with an updated version to be submitted to Customer for written approval (the Customer shall not withhold its approval of any Exit Plan on the basis of any matter which is addressed by an Exit Plan which has been approved by TfL pursuant to the TfL Services Contract):

4.1.1 as soon as reasonably practicable following any material Variation;

4.1.2 upon Customer request within the twelve (12) month period prior to the expiry of the Initial Term or Extension Period (as applicable) or following a Termination Notice,

and the Supplier shall work with Customer to finalise the Exit Plan (or updated Exit Plan), taking full account of TfL's comments on drafts submitted by the Supplier.

4.2 The Exit Plan shall, in relation to all aspects of the handover of the Services to one (1) or more Replacement Supplier(s), include details of the following as a minimum:

4.2.1 the rationale considered and any assumptions made in developing the Exit Plan;

4.2.2 a complete breakdown of all tasks and workstreams for Exit Assistance;

4.2.3 the processes for managing the Exit Assistance; and

4.2.4 timeframes for the transfer of the provision of the Services from the Supplier to one (1) or more Replacement Supplier(s) and transfer of Data to, or access to Data by, Customer and/or the Replacement Supplier.

5. **EXIT PHASES AND PERIODS**

Partial Termination

5.1 The Supplier acknowledges that there may be separate exits in respect of one (1) or more part(s) of the Services which may require: (i) separate Termination Notices in respect of each such part of the Services; and/or (ii) the transition of the relevant part of the Services to Replacement Suppliers at different End Dates.

Exit Periods

5.2 An exit period ("**Exit Period**") shall commence upon the earlier of:

5.2.1 the service of a Termination Notice by either Party; or

5.2.2 upon written request by Customer within the last twelve (12) months of the Initial Term or Extension Period (as applicable).

5.3 Subject to Paragraph 5.4, each Exit Period shall end, unless otherwise confirmed in writing by TfL, when Customer confirms in writing to the Supplier that the Supplier has complied with its obligations in this Schedule 7 and the Exit Plan.

5.4 No Exit Period shall exceed the period of eighteen (18) months after the commencement of the Exit Period.

6. **EXIT ASSISTANCE**

6.1 Throughout each Exit Period, the Supplier shall:

6.1.1 continue to provide the Services as applicable (to the extent that they have not been transitioned to a Replacement Supplier) in accordance with this Agreement;

6.1.2 in relation to a partial termination, continue to provide the other Services to which the Termination Notice does not apply (to the extent that they have not been transitioned to a Replacement Supplier) in accordance with this Agreement;

6.1.3 without prejudice to the requirements of the Exit Plan, provide such assistance to Customer or a Replacement Supplier as is reasonably requested by Customer in relation to the transition of the Services to a Replacement Supplier (including

- assistance with the transition of eSIMs (if applicable) and the porting of Customer user numbers to a Replacement Supplier);
 - 6.1.4 comply with all of its obligations contained in the relevant Exit Plan and this Schedule 7;
 - 6.1.5 minimise disruption, inconvenience and any risk to the Services;
 - 6.1.6 provide Customer and, as requested by TfL, any Replacement Supplier with information on all Data held by or on behalf of the Supplier in connection with the relevant Services and provide Customer and the Replacement Supplier with details of their use and the relationship between them; and
 - 6.1.7 proactively identify issues that may arise during the transfer of the relevant Services to the Replacement Supplier and propose solutions to those issues.
- 6.2 On the End Date and (to the extent that this does not adversely affect the Supplier's performance of any Services and its compliance with the Laws or other provisions of this Agreement) to the maximum extent possible during each Exit Period prior to such date, the Supplier shall:
- 6.2.1 cease to use Data;
 - 6.2.2 provide Customer and/or the Replacement Supplier (as directed by TfL) with a complete and uncorrupted version of the Data in electronic form (or such other format as reasonably required by TfL);
 - 6.2.3 erase or render permanently inaccessible from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Exit Period all Data and promptly certify in writing to Customer that it has completed such deletion;
 - 6.2.4 provide to Customer all Service Deliverables and any material in relation to which the Parties have agreed that Customer will own the Intellectual Property Rights pursuant to a Variation; and
 - 6.2.5 vacate any Customer Sites.
- 6.3 On the End Date and (to the extent that this does not adversely affect the Supplier's performance of any Services and its compliance with the other provisions of this Schedule 7) to the maximum extent possible during each Exit Period prior to such date, the Supplier shall return to Customer (or if requested by Customer in writing, destroy or delete) all Confidential Information of Customer and shall certify that it does not retain TfL's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Supplier for the purposes of providing any Services or for statutory compliance purposes.

7. EXIT MANAGEMENT GOVERNANCE

- 7.1 The Exit Assistance activities shall be reviewed by the Commercial Review Meeting and Service Review Meeting under Schedule 6.1 (*Governance*).
- 7.2 The Supplier shall provide Customer with a written report on the progress of the Exit Assistance activities in advance of each such meeting.

8. CHARGES

- 8.1 The Supplier shall not be entitled to charge Customer any additional sums in connection with the performance of its obligations under this Schedule 7 (including the Exit Plan) except that:
 - 8.1.1 Customer shall continue to pay the Charges for the Services; and
 - 8.1.2 the Supplier shall be entitled to charge for time reasonably incurred for assistance in relation to the transition of eSIMs (if applicable), such time to be charged in accordance with the Rate Card.



[GLA Entity]
and
VODAFONE LIMITED

**Agreement for the provision of
Mobile Services Lot 1
Schedule 9
Privacy**

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1. INTRODUCTION

This Schedule sets out the privacy and data protection obligations that the Supplier shall comply with pursuant to Clause 20 (*Privacy and Data Protection*).

2. PRIVACY AND DATA PROTECTION

2.1 With respect to the Parties' rights and obligations under this Agreement and subject to Paragraph 2.8, the Parties acknowledge that the Customer is a Data Controller and that the Supplier is a Data Processor to the extent the Supplier receives Personal Data from the Customer in connection with its provision of the Services and Processes that Personal Data. Annex 1 (*Details of Processing Personal Data*) to this Schedule sets out certain information regarding the Supplier's Processing of Personal Data as a Data Processor as required by the Data Protection Legislation. the Customer may make amendments to Annex 1 (*Details of Processing Personal Data*) in accordance with the Variation Procedure.

2.2 In relation to Personal Data which is Processed by the Supplier as a Data Processor on behalf of the Customer, the Supplier shall:

- (a) Process the Personal Data only in accordance with written instructions from the Customer to the extent necessary to perform its obligations under this Agreement and shall not use the Personal Data (in whole or in part) for any other purpose, including copying or referring to the Personal Data in training materials, training courses, discussions or negotiations or contractual arrangements with third parties, or proposals or tenders with the Customer (or otherwise), without the prior written consent of the Customer;
- (b) notify the Customer immediately if it determines or is notified that an instruction to Process Personal Data issued to it by the Customer is incompatible with any obligations under Data Protection Legislation, in which case any changes required to the Customer's instructions shall be dealt with in accordance with the Variation Procedure;
- (c) without prejudice to any cyber security and/or payment card industry data security standard obligations in this Agreement, ensure that at all times it has in place appropriate technical and organisational security measures which are appropriate to the nature and risk of the Processing of Personal Data to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data, including the measures as are set out in Clause 17 (*Customer Data and Security Requirements*) and all measures pursuant to Article 32(1) General Data Protection Regulation and shall ensure its Sub-contractors do the same, in accordance with Clause 14.4 (*Appointment of Sub-contractors*);
- (d) fully cooperate with the reasonable instructions of the Customer in relation to the security of Personal Data and to the extent that such instructions require a change to the measures set out in Clause 17 (*Customer Data and Security Requirements*), such change shall be dealt with in accordance with the Variation Procedure and if the Supplier considers that such change will result in security measures that do not comply with the Data Protection Legislation, the Supplier shall inform the Customer immediately and any further change required in respect of the security measures shall be dealt with in accordance with the Variation Procedure;
- (e) without prejudice to Paragraph 2.2(c) wherever the Supplier uses any mobile or portable Device for the transmission or storage of Personal Data, ensure that each such Device encrypts Personal Data;
- (f) not disclose or transfer the Personal Data to any third party or Supplier Personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Customer (save where such disclosure or transfer is specifically authorised under this Agreement);
- (g) take all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel and any relevant Sub-contractor:

- (i) are aware of and comply with the Supplier's duties under this Paragraph 2 and Clauses 18 (*Confidentiality*) and 17 (*Customer Data and Security Requirements*);
 - (ii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement;
 - (iii) have undergone adequate training in the use, care, protection and handling of Personal Data (as defined in Data Protection Legislation), understand such obligations and comply with them and ensure that such training is updated at reasonable intervals; and
 - (iv) are only authorised where it is necessary for the performance of their job function in relation to the services provided by the Supplier to the Customer;
- (h) notify the Customer without undue delay and in any event within two (2) Working Days if it, or any Sub-contractor, receives:
- (i) from a Data Subject (or third party on their behalf):
 - (A) a Subject Access Request (or purported Subject Access Request);
 - (B) a request to rectify, block or erase any Personal Data; or
 - (C) any other request, complaint or communication relating to the Customer's obligations under Data Protection Legislation;
 - (ii) any communication from the Information Commissioner, the European Data Protection Board, or any other regulatory authority in connection with Personal Data; or
 - (iii) a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- (i) provide the Customer with full co-operation and assistance (within the timescales reasonably required by the Customer) in relation to any complaint, communication or request made as referred to in Paragraph 2.2(h) and any request or communication with any Supervisory Authority in relation to Personal Data, including by promptly providing:
- (i) The Customer with full details and copies of the complaint, communication or request;
 - (ii) where applicable, such assistance as is reasonably requested by the Customer to enable the Customer to comply with the Subject Access Request within the relevant timescales set out in Data Protection Legislation;
 - (iii) The Customer, on request by the Customer, with a copy of or information about any Personal Data it holds in relation to a Data Subject and the Supplier shall supply such information or Personal Data to the Customer within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Working Days from the date of the request; and
 - (iv) where applicable, such assistance as is reasonably required by the Customer to enable the Customer to comply with a request from a Data Subject to:
 - (A) rectify, block or erase any Personal Data; and/or
 - (B) inform Third Parties of the need to erase any links to, or copies of, Personal Data in accordance with the requirements of Data Protection Legislation and the Supplier shall supply such assistance to the Customer within such time and in such manner as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Working Days from the date of the request;

- (j) notify the Customer without undue delay and in any event within twenty-four (24) hours by written notice with all relevant details reasonably available of any actual or suspected Personal Data breach, breach of security and/or of this Agreement and/or this Paragraph 2 in relation to Personal Data including unauthorised or unlawful access or Processing of, or accidental loss, destruction or damage of any Personal Data, and:
 - (i) keep the Customer properly and regularly informed consequently until the breach has been resolved to the satisfaction of the Customer; and
 - (ii) provide the Customer with all reasonable assistance in meeting its obligations under the Data Protection Legislation with respect to the notification of Personal Data breaches;
 - (k) as and when required by, and in accordance with the requirements of Data Protection Legislation, appoint a designated data protection officer within the Supplier's organisation;
 - (l) if requested by the Customer, provide a written description of the measures that it has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Paragraph 2 and provide to the Customer copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy audit carried out at the request of the Supplier itself or the Customer;
 - (m) where requested to do so by the Customer, and where Processing operations of Personal Data present specific risks to privacy, carry out a Privacy Impact Assessment or assist the Customer in relation to its obligations with respect to Privacy Impact Assessments, in accordance with guidance issued from time to time by the Information Commissioner or the European Data Protection Board or statutory requirements and make the results of such an assessment available to the Customer;
 - (n) maintain, and make available to the Customer on its request, documentation, central register or inventory which describes the Processing operations for which it is responsible and specifies: the purposes for which Personal Data is Processed including the legitimate interests pursued by the Customer where Processing is based on this lawful basis; the categories of Personal Data and Data Subjects involved; the source(s) of the Personal Data; the recipients of the Personal Data; the location(s) of any overseas Processing of those Personal Data; retention periods for different types of Personal Data; and where possible, a general description of the security measures in place to protect the Personal Data;
 - (o) co-operate as the Customer requires with any investigation or audit in relation to the Processing of Personal Data including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to this Agreement, in relation to Data Protection Legislation or in relation to any actual or suspected breach), whether by the Customer (or on its behalf), by any central or local government audit authority, the Information Commissioner, the European Data Protection Board, the police or otherwise and shall do so both during this Agreement and after its termination or expiry (for so long as the Party concerned retains and/or otherwise Processes Personal Data); and
 - (p) comply with the following the Customer information governance policies: (i) the Information Access Policy; (ii) Schedule 12 (*Record Retention*); (iii) the Information Security Policy; and (iv) the Privacy and Data Protection Policy.
- 2.3 Where the Supplier acts as a Data Processor on behalf of the Customer, the Supplier shall not, and shall procure that any Sub-contractor shall not, Process or otherwise transfer any Personal Data in or to any Restricted Countries without prior written consent from the Customer (which consent may be subject to additional conditions imposed by the Customer). If, after the Effective Date, the Supplier or any Sub-contractor wishes to Process and/or transfer any Personal Data in or to any Restricted Countries, the following provisions shall apply:

- (a) the Supplier shall submit a Supplier Proposed Variation to the Customer which, if the Customer agrees to such Supplier Proposed Variation, shall be dealt with in accordance with the Variation Procedure and Paragraphs 2.3(b) to 2.3(d);
 - (b) the Supplier shall set out in the relevant Supplier Proposal details of the following:
 - (i) the Personal Data which will be transferred to and/or Processed in any Restricted Countries;
 - (ii) the Restricted Countries which the Personal Data will be transferred to and/or Processed in;
 - (iii) any Sub-contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries; and
 - (iv) how the Supplier shall ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Customer's compliance with Data Protection Legislation;
 - (c) in providing and evaluating the Supplier Proposed Variation and Privacy Impact Assessment, the Parties shall ensure that they have regard to and comply with then-current the Customer, Central Government Bodies, Information Commissioner Office and European Data Protection Board policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and
 - (d) the Supplier shall comply with such other instructions and shall carry out such other actions as the Customer may notify in writing, including:
 - (i) incorporating standard and/or model clauses (which are approved by the Information Commissioner's Office as offering adequate safeguards under the Data Protection Legislation) into this Agreement or a separate data Processing agreement between the Parties or implementing any other measure specified by the Customer to ensure that the transfer to and/or Processing in any Restricted Countries enables the Customer to meet its obligations under the Data Protection Legislation in respect of such transfer and/or Processing; and
 - (ii) procuring that any Sub-contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:
 - (A) a direct data Processing agreement with the Customer on such terms as may be required by the Customer; or
 - (B) a data Processing agreement with the Supplier on terms which are equivalent to those agreed between the Customer and the Supplier relating to the relevant Personal Data transfer,
 and in each case which the Supplier acknowledges may include the incorporation of model contract provisions (which are approved by the Information Commissioner's Office as offering adequate safeguards under the Data Protection Legislation) and technical and organisation measures which the Customer deems necessary for the purpose of protecting Personal Data.
- 2.4 Where the Supplier acts as a Data Processor on behalf of the Customer, the Parties acknowledge that, with respect to Processing or transfers of Personal Data which are expressly set out in the Supplier Solution, the Supplier does not require the prior written consent of the Customer, nor does the Supplier need to submit a Supplier Proposed Variation as set out in Paragraphs 2.3(a) to 2.3(c) and may transfer Personal Data to a Restricted Country subject to complying with the obligations set out in Paragraph 2.3(d).
- 2.5 Where the Supplier acts as a Data Processor on behalf of the Customer, the Supplier shall use its reasonable endeavours to assist the Customer to comply with any obligations under Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Customer to breach any of the Customer's obligations under Data Protection

Legislation to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

2.6 Where the Supplier acts as a Data Processor on behalf of the Customer, the Customer remains solely responsible for determining the purposes and manner in which Personal Data are to be Processed. Subject always to Clause 14.4 (*Terms of Key Sub-contracts*), the Supplier shall not share any Personal Data with any Sub-contractor or third party without prior written consent from the Customer (in this Agreement or otherwise) and unless there is a written contract in place with the Supplier (a copy of which shall be submitted in advance to the Customer for approval) which requires the Sub-contractor or third party:

- (a) only to Process Data and Personal Data in accordance with the Customer's written instructions to the Supplier; and
- (b) to comply with the same obligations with which the Supplier is required to comply with under this Paragraph 2,

provided always that no Sub-contractor may assign or sub-contract their rights or obligations under such (Sub-)contract and/or may not Process or permit the Processing of Personal Data inside any Restricted Countries without the explicit prior written consent of the Customer. The Supplier remain liable for the acts and omissions of its Sub-contractors in relation to its processing obligations to the same extent that the Supplier would be liable if it was performing the services of each Sub-contractors directly under the terms of this Agreement.

2.7 Where the Supplier acts as a Data Processor on behalf of the Customer, the Supplier shall not process Personal Data following termination or expiry of this Agreement, save as permitted by this Paragraph 2. Following termination or expiry of this Agreement, howsoever arising, the Supplier:

- (a) may Process Personal Data only for so long and to the extent as is necessary properly to comply with its non-contractual obligations arising under Law;
- (b) subject to Paragraph 2.7(a), shall not retain any copy, abstract, précis or summary of any Personal Data and will:
 - (i) on the instructions of the Customer, either securely destroy, or securely and promptly return, to the Customer (in such usable format as and to the extent the Customer may require) the Personal Data accordingly; or
 - (ii) in the absence of instructions from the Customer, after twelve (12) months from the expiry or termination of this Agreement, securely destroy the Personal Data,

and confirm to the Customer that such destruction or other action required by the Customer has taken place.

2.8 With respect to Personal Data provided by the Customer to the Supplier for which the Supplier acts as a Data Controller but the Parties do not act as Joint Controllers, the Supplier shall:

- (a) comply with Data Protection Legislation in respect of its Processing of such Personal Data as Data Controller; and
- (b) not do anything to cause the Customer to be in breach of Data Protection Legislation.

ANNEX 1**DETAILS OF PROCESSING PERSONAL DATA****1. INTRODUCTION**

The purpose of this Annex is to set out a description of the processing of Personal Data pursuant to this Agreement as required by Article 28(3) of the UK GDPR.

2. SUBJECT MATTER AND DURATION OF THE PROCESSING OF PERSONAL DATA

The subject matter and duration of the processing of the Personal Data are set out in Schedule 9 to this Agreement.

3. THE NATURE AND PURPOSE OF THE PROCESSING OF PERSONAL DATA

The nature and purpose of the processing of the Personal Data are set out in the terms and conditions of this Agreement and concern the delivery and provision of the corporate mobile services under this Agreement by the Supplier.

4. THE CATEGORIES OF DATA SUBJECT TO WHOM THE PERSONAL DATA RELATES

The categories of Data Subject may include some or all of the following:

Customer Personnel

5. THE TYPES OF PERSONAL DATA TO BE PROCESSED

The Personal Data Processed may include some or all of the following:

Name

employee number

metrics about use of mobile services

contact details including postal address

6. SPECIAL CATEGORIES OF PERSONAL DATA TO BE PROCESSED

Special Categories of Personal Data Processed may include some or all of the following:

N/A

7. THE OBLIGATIONS AND RIGHTS OF THE CUSTOMER

The obligations and rights of the Customer are set out in the terms and conditions of this Agreement.



[GLA Entity]
and
VODAFONE LIMITED

**Agreement for the provision of
Mobile Services Lot 1
Schedule 10
Insurance**

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1. INTRODUCTION

The purpose of this Schedule 10 is to:

- 1.1.1 set out the Supplier's obligations in relation to maintaining adequate insurance in order to mitigate risks arising under this Agreement; and
- 1.1.2 require the Supplier to satisfy the Customer on an ongoing basis that it is maintaining adequate insurance in accordance with the requirements of this Schedule 10,

(each such objective being a "**Customer Objective**").

2. OBLIGATION TO MAINTAIN INSURANCES

- 2.1 Without prejudice to its obligations to the Customer under this Agreement, including its indemnity obligations, the Supplier shall for the periods specified in this Schedule 10 take out and maintain, or procure the taking out and maintenance of, the insurances set out in Annex 1 (*Required Insurances*) and any other insurances as may be required by Applicable Law (together the "**Insurances**").
- 2.2 The Insurances shall be maintained for the durations specified in this Schedule 10 in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent supplier in respect of risks insured in the international insurance market from time to time.
- 2.3 The Insurances shall be taken out and maintained with insurers who are:
 - 2.3.1 of good financial standing;
 - 2.3.2 appropriately regulated; and
 - 2.3.3 except in the case of any Insurances provided by a member of the Supplier Group, of good repute in the international insurance market.
- 2.4 If any Insurances are provided by a member of the Supplier Group, the Supplier shall provide to the Customer on the Effective Date (or inception of the relevant Insurances if later) and thereafter within ten (10) Working Days of written request from the Customer evidence of good financial standing of the relevant member of the Supplier Group in a form satisfactory to the Customer. If the Customer is not satisfied that such evidence demonstrates the financial standing of the relevant member of the Supplier Group to provide such Insurance, the Customer shall be entitled to require the Supplier to obtain such Insurance on commercial terms from an insurer of good repute in the international insurance market.
- 2.5 The Supplier shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Customer shall be indemnified in respect of claims made against the Customer in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

3. GENERAL OBLIGATIONS

Without limiting the other provisions of this Agreement, the Supplier shall:

- 3.1.1 take or procure the taking of all reasonable risk management and risk control measures as it would be reasonable to expect of a prudent supplier acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- 3.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
- 3.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

4. FAILURE TO INSURE

4.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances or to cancel, rescind or suspend any of the Insurances.

4.2 If the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Customer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances, and the Customer shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

5. EVIDENCE OF INSURANCES

The Supplier shall upon the Effective Date and within fourteen (14) days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Customer, that the Insurances are in force and effect and meet in full the requirements of this Schedule 10. Receipt of such evidence by the Customer shall not in itself constitute acceptance by the Customer or relieve the Supplier of any of its liabilities and obligations under this Agreement.

6. AGGREGATE LIMIT OF INDEMNITY

6.1 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":

6.1.1 if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the Supplier shall immediately submit to the Customer its proposed solution for maintaining the minimum limit of indemnity specified; and

6.1.2 if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the Supplier shall:

(A) ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or

(B) if the Supplier is or has reason to believe that it shall be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the Customer full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

7. CANCELLATION

7.1 Subject to Paragraph 7.2, the Supplier shall notify the Customer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

7.2 Without prejudice to the Supplier's obligations under Paragraph 5, Paragraph 7.1 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Schedule 10.

8. INSURANCE CLAIMS

8.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Customer receives a claim relating to or arising out of the

Services and/or this Agreement, the Supplier shall co-operate with the Customer and assist the Customer in dealing with such claims at the Supplier's own expense including without limitation providing information and documentation in a timely manner.

- 8.2 Except where the Customer is the claimant party, the Supplier shall give the Customer notice within twenty (20) Working Days after any insurance claim in excess of fifty thousand pounds sterling (£50,000) relating to or arising out of the provision of the Services or this Agreement on any of the Insurances and (if required by the Customer) full details of the incident giving rise to the claim.
- 8.3 If any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 8.4 If any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Customer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise.

ANNEX 1
REQUIRED INSURANCES

PART A

THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

1. INSURED

The Supplier (**the "Insured"**).

2. INTEREST

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person;
and

2.1.2 loss of or damage to property,

happening during the period of insurance (as specified in Paragraph 5 of this Part A) and arising out of or in connection with the provision of the Services and in connection with this Agreement.

3. LIMIT OF INDEMNITY

Not less than ten million pounds sterling (£10,000,000) per incident.

4. TERRITORIAL LIMITS

None.

5. PERIOD OF INSURANCE

From the Effective Date throughout the Term.

6. COVER FEATURES AND EXTENSIONS

6.1 Indemnity to principals clause.

6.2 Financial loss extension.

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.

7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8. **MAXIMUM DEDUCTIBLE THRESHOLD**

Not to exceed one hundred thousand pounds sterling (£100,000) for each and every third party property damage claim (personal injury claims to be paid in full).

PART B**PROFESSIONAL INDEMNITY INSURANCE****1. INSURED**

The Supplier (the "Insured").

2. INTEREST

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in Paragraph 5 of this Part B) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3. LIMIT OF INDEMNITY

Not less than ten million pounds sterling (£10,000,000) in respect of any one (1) claim and in the aggregate per annum, for the duration of this Agreement and for six (6) years after the expiry or termination of this Agreement exclusive of defence costs which are payable in addition.

4. TERRITORIAL LIMITS

None.

5. PERIOD OF INSURANCE

From the Effective Date throughout the Term and for a period of six (6) years thereafter.

6. COVER FEATURES AND EXTENSIONS

Retroactive cover to apply to any claims made policy wording in respect of this Agreement or retroactive date to be no later than the Effective Date.

7. PRINCIPAL EXCLUSIONS

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

8. MAXIMUM DEDUCTIBLE THRESHOLD

Not to exceed five hundred thousand pounds sterling (£500,000) for each and every claim.

PART C

UNITED KINGDOM COMPULSORY INSURANCES

The Supplier shall meet its insurance obligations under Applicable Law in full, including, UK employer's liability insurance with an indemnity limit of not less than five million pounds sterling (£5,000,000) per incident, or more as prescribed as the minimum statutory amount required, and motor third party liability insurance.

PART D**PROPERTY DAMAGE INSURANCE****1. INSURED**

The Supplier (the "Insured").

2. INTEREST

All real and personal property owned by the Insured or for which the Insured is responsible or for which the Insured deems itself responsible or which the Insured has agreed to insure against all risks of physical loss, destruction or damage whether total or partial caused by fire, storm, tempest, flood, earthquake, subsidence, heave, landslip, lightning, explosion, terrorism, impact, aircraft and other aerial devices and articles dropped therefrom, riot, civil commotion, malicious damage, bursting or overflowing of water tanks apparatus or conduits, theft, accidental damage and such other risks as are customarily insured under a property damage "all risks" policy.

3. LIMIT OF INDEMNITY

The full reinstatement value of the property.

4. TERRITORIAL LIMITS

None.

5. PERIOD OF INSURANCE

From the Effective Date throughout the Term.

6. COVER FEATURES AND EXTENSIONS

6.1 The Customer's interest shall be noted on the policy.

7. PRINCIPAL EXCLUSIONS

7.1 War.

7.2 Motor vehicles licensed for road use whilst being used within the provision of the Road Traffic Acts.

7.3 Inherent vice, latent defect, wear and tear, defective materials, rust, faulty or defective design, vermin.

7.4 Pollution or contamination unless by a defined peril.

7.5 Changes in water table.

7.6 Pressure waves caused by aircraft aerial devices travelling at sonic or supersonic speed.

7.7 Normal settlement.

8. MAXIMUM DEDUCTIBLE THRESHOLD

Not to exceed one hundred thousand pounds sterling (£100,000) for each and every claim.



[GLA Entity]
and
VODAFONE LIMITED

**Agreement for the provision of
Mobile Services Lot 1
Schedule 12
Records Retention**

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ANNEX 2 VODAFONE GLOBAL POLICY: RECORDS MANAGEMENT & DATA
RETENTION 5

1. INTRODUCTION

- 1.1 The objective of this Schedule 12 is to establish a framework for the creation, management, storage and disposal of all Information and Records, irrespective of format or medium, owned or held by the Supplier (such objective being a "**Customer Objective**").
- 1.2 This Schedule 12 covers all Information and Records created or acquired by the Supplier in performing its obligations under this Agreement, including the provision of the Services.
- 1.3 The Supplier shall, and shall ensure that its Sub-contractors, adhere to the principles of this Schedule 12 and compliance will be monitored through this Agreement and audits.

2. INFORMATION AND RECORDS

- 2.1 The Supplier recognises that by entering this Agreement with the Customer, its Information and Records are corporate assets which are necessary for the Customer's discharge of its functions in manner which accords with good corporate governance, accountability and compliance with legal requirements. They also have value as evidence of decisions and actions and may be an important source of administrative, evidential and historical information.
 - 2.2 All Information and Records created or acquired by the Customer in the course of its business activities, or on its behalf, including by the Supplier in performing its obligations under the Agreement are the property of the Customer unless otherwise specified. This includes Information held in non-Customer email accounts and other non-corporate IT services used by the Customer Personnel during the performance of the Supplier's obligations under this Agreement.
 - 2.3 The Supplier understands that the management of Information and Records according to best practice will deliver the following business benefits to the Customer:
 - 2.3.1 improved transparency and accountability;
 - 2.3.2 informed decision-making;
 - 2.3.3 compliance with legislation and regulations;
 - 2.3.4 improved Information security;
 - 2.3.5 better use of physical and server space;
 - 2.3.6 better use of staff time;
 - 2.3.7 improved control and faster retrieval of valuable Information resources; and
 - 2.3.8 reduced costs.
 - 2.4 The Supplier shall adhere to the principles laid out in the Vodafone Global Policy: Records Management & Data Retention Policy at Annex 2 in order to support its compliance with the UK General Data Protection Regulation (2018), and the Freedom of Information Act 2000.
 - 2.5 The Supplier shall comply with all other relevant legislation, including legislative requirements for record keeping in the areas of health and safety and taxation that may be relevant to the proper management of the Customer's Information and Records.
 - 2.6 The Supplier shall make the Information and Records available for inspection to the Customer on request, subject to the Customer giving reasonable notice.
- ## 3. SUPPLIER COOPERATION
- 3.1 The Supplier shall ensure that, during the Term and a period of at least seven (7) years after expiry or termination of this Agreement:
 - 3.1.1 authentic, reliable and usable Records are maintained to support the continuing conduct of business, comply (and assist the Customer in complying) with the regulatory environment, and provide necessary accountability. The integrity of these Records shall be protected for as long as required, and the Supplier shall dispose of these appropriately (including as instructed by the Customer);

- 3.1.2 Information and Records are maintained in chronological order, in a form capable of audit and at the Supplier's own expense;
- 3.1.3 where Information and Records are retained in electronic form, the original metadata shall be preserved together with all subsequent metadata in a format reasonably accessible to the Customer;
- 3.1.4 Information about the Supplier's activities under this Agreement is held in appropriate and readily accessible repositories; and
- 3.1.5 the management of Information and Records is recognised as a specific corporate responsibility, with the necessary levels of organisational support to ensure its effectiveness.

4. **RESPONSIBILITY**

- 4.1 The Supplier is responsible for keeping accurate and complete Records of their activities and disposing promptly, efficiently and securely of Information and Records associated with the Services which are not required for a specific legal, business, operational or historical purpose.
- 4.2 The Supplier shall retain and maintain all the Records referred to in Annex 1 (*Records to be kept by the Supplier*) and the Customer, upon reasonable notice, reserves the right to request any other Records arising out of this Agreement that it requires.
- 4.3 The Supplier shall be responsible for day to day management and monitoring of best practice in Information and Records Management.
- 4.4 The Supplier is responsible for ensuring that all system documentation is accurate, legible and can be made available to the Customer upon reasonable notice.

5. **PROCEDURES, GUIDELINES AND PROCESSES**

- 5.1 All Information held by the Supplier must be managed in accordance with the Customer's Privacy and Data Protection Policy (PO23 A3), Information Security Policy (P116 A4), Information Access Policy (P113 A3) and Corporate Archives Policy (P118 A2).
- 5.2 The Supplier shall ensure that it develops and maintains corporate best practice guidelines including:
 - 5.2.1 a corporate records disposal schedule and business unit-specific schedules as required;
 - 5.2.2 a records management process which includes advice on best practice in managing email, Information storage, documents, scanned material and paper files;
 - 5.2.3 appropriate safeguards to protect sensitive and confidential Records and facilitate Information sharing;
 - 5.2.4 a standard for scanning for legal admissibility plus associated local procedures;
 - 5.2.5 procedures for the transfer and retrieval of Records from external storage; and
 - 5.2.6 guidance on the identification of Records of permanent value and the use of corporate Archives as a corporate resource.
- 5.3 The Supplier shall have in place a corporate strategy for the management of Information, including processes and human resources that support its acquisition, storage and communication, and for the long-term preservation of electronic Records of value.
- 5.4 The Customer may perform a periodic audit of the Information and Records Management processes, procedures and practices of the Supplier to monitor compliance with this Schedule 12.

ANNEX 1
RECORDS TO BE KEPT BY THE SUPPLIER

1. RECORDS

1.1 The Supplier shall maintain the following records:

- 1.1.1 this Agreement, its Schedules and all amendments to such documents;
- 1.1.2 all other documents which this Agreement expressly requires to be prepared;
- 1.1.3 Records relating to the appointment and succession of the Supplier Representative and each member of the Key Personnel;
- 1.1.4 all operation and maintenance manuals prepared by the Supplier for the purpose of maintaining the provision of the Services;
- 1.1.5 documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event;
- 1.1.6 all formal notices, reports or submissions made by the Supplier to the Customer Representative in connection with the provision of the Services;
- 1.1.7 all certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services;
- 1.1.8 documents prepared by the Supplier in support of claims for the Charges;
- 1.1.9 documents submitted by the Supplier pursuant to invocation by it or the Customer of the Dispute Resolution Procedure;
- 1.1.10 documents evidencing any change in ownership or any interest in any or all of the shares in the Supplier, where such change may cause a Change of Control; and including documents detailing the identity of the persons changing such ownership or interest;
- 1.1.11 invoices and records related to VAT sought to be recovered by the Supplier;
- 1.1.12 financial records, including audited and un-audited accounts of the Supplier;
- 1.1.13 records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents;
- 1.1.14 all documents relating to the insurances to be maintained under this Agreement and any claims made in respect of them; and
- 1.1.15 all other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Agreement.

ANNEX 2 VODAFONE GLOBAL POLICY: RECORDS MANAGEMENT & DATA RETENTION



Vodafone Limited Retention Schedule

Vodafone will store your information for the duration of your contract and for as long as we are required to by law then it will be deleted in line with the retention periods detailed below. If there's no legal requirement, we'll only store it for as long as we need to in order to provide Vodafone products or services to you.

Please see the table for a list of retention periods for our most commonly collected categories of personal data. If you have any queries regarding this schedule please contact Customerdataquery@vodafone.com

Category of Data	Retention Trigger	Retention Period	Lawful basis	
			In life customers	Following account closure
Account information	Account Closure	7 years	Performance of a contract.	Held in case a legal claim is bought under the limitation act 1980
Mobile phone bills	Account Closure	7 years	Performance of a contract.	Held in case a legal claim is bought under the limitation act 1980
Raw Network Data i.e. data relating to calls on the network	Date the network activity made (i.e. retention period starts after a call has been made)	12 months	Performance of a contract.	Held in case a legal claim is bought under the limitation act 1980
Financial and Payment Information	Account Closure	7 years	Performance of a contract.	Held in case a legal claim is bought under the limitation act 1980
Call recordings to Vodafone call centres	Date the call was made	Maximum of 24 months	Legitimate business interests for training and quality purposes	
Payment history	Account Closure	7 years	Performance of a contract.	Held in case a legal claim is bought under the limitation act 1980
Card payment information	Account Closure	7 years	Performance of a contract.	Held in case a legal claim is bought under the limitation act 1980
Cookies	Cookies are stored on a per-session basis only, to aid your navigation of our web-sites. Persistent cookies may be set to store display related preferences. Depending on your browser you may also be able to control cookie use by altering your browser settings. For more information please see our cookie policy at www.vodafone.co.uk/privacy		Consent	

Updated November 2018

C2 General



TRANSPORT FOR LONDON
and
VODAFONE LIMITED

Agreement for the provision of
Mobile Services Lot 1
Schedule 12
Records Retention

Transport for London
14 Pier Walk
London
SE10 0ES

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1. INTRODUCTION

- 1.1 The objective of this Schedule 12 is to establish a framework for the creation, management, storage and disposal of all Information and Records, irrespective of format or medium, owned or held by the Supplier (such objective being a "**TfL Objective**").
- 1.2 This Schedule 12 covers all Information and Records created or acquired by the Supplier in performing its obligations under this Agreement, including the provision of the Services.
- 1.3 The Supplier shall, and shall ensure that its Sub-contractors, adhere to the principles of this Schedule 12 and compliance will be monitored through this Agreement and audits.

2. INFORMATION AND RECORDS

- 2.1 The Supplier recognises that by entering this Agreement with TfL, its Information and Records are corporate assets which are necessary for TfL's discharge of its functions in manner which accords with good corporate governance, accountability and compliance with legal requirements. They also have value as evidence of decisions and actions and may be an important source of administrative, evidential and historical information.
- 2.2 All Information and Records created or acquired by TfL in the course of its business activities, or on its behalf, including by the Supplier in performing its obligations under the Agreement are the property of TfL unless otherwise specified. This includes Information held in non-TfL email accounts and other non-corporate IT services used by TfL Personnel during the performance of the Supplier's obligations under this Agreement.
- 2.3 The Supplier understands that the management of Information and Records according to best practice will deliver the following business benefits to TfL:
 - 2.3.1 improved transparency and accountability;
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- 2.5 The Supplier shall comply with all other relevant legislation, including legislative requirements for record keeping in the areas of health and safety and taxation that may be relevant to the proper management of TfL's Information and Records.
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Cookies	Cookies are stored on a per-session basis only, to aid your navigation of our web-sites. Persistent cookies may be set to store display related preferences. Depending on your browser you may also be able to control cookie use by altering your browser settings. For more information please see our cookie policy at www.vodafone.co.uk/privacy		Consent	

Updated November 2018

C2 General