



**Figure 4 - Body end Perch Seats, all car types**



**Figure 5 - Uncoupling end Perch Seat, UNDM car only**

**It can be seen from the information above, that the "Longitudinal" seats comprise both a seat base and seat back mounted to a frame which are built to accommodate 2 or 3 seats dependant upon location.**

**There are a total of 5 different Perch seat types fitted to the fleet, which are mounted using varying fixing arrangements dependent upon location.**

**The following tables detail the total quantities of each seat type fitted to the fleet.**

Seat Type	Quantities of assy by car			No. of DM's/ UDM's	No. of UNDM's	No. of T's/ SPT's	Total Quantity of Assys	Total Quantity of Seat bases	Total Quantity of Seat backs
	DM and UDM	UNDM	T and SPT						
Triple Saloon Seat assy	4	4	4	193	151	172	2064	6192	6192
Twin saloon seat assy RH	4	4	4	193	151	172	2064	4128	4128
Saloon seat assy LH	6	6	6	193	151	172	3096	6192	6192
Triple Saloon Seat assy centre bay	2	2	2	193	151	172	1032	3096	3096
<b>Totals</b>							<b>8,256</b>	<b>19,608</b>	<b>19,608</b>

**Table 1 Longitudinal Seat types and quantities**

Seat Type	Quantities of assy by car			No. of DM's/ UDM's	No. of UNDM's	No. of T's/ SPT's	Total Quantity of Assys	Total Quantity of Seat bases	Total Quantity of Seat backs
	DM and UDM	UNDM	T and SPT						
Perch seat assy uncoupler end	0	1	0	193	151	172	151	151	N/A
Perch seat assy uncoupler side/end	0	1	0	193	151	172	151	151	N/A
Perch seat assy Longitudinal body end	2	2	4	193	151	172	1376	1,376	N/A
Perch seat assy centre bay L/H	2	2	2	193	151	172	1032	1,032	N/A
Perch seat assy centre bay R/H	2	2	2	193	151	172	1032	1,032	N/A
<b>Totals</b>							<b>3742</b>	<b>3,742</b>	<b>N/A</b>

**Table 2 Perch Seat type and quantities**

## Current Seating - Construction

### Longitudinal seat bases

The Longitudinal seat base fitted to the fleet is manufactured by Unipart Rail at present, and comprises a frame into which the seat springs are mounted. The springs are covered by a layer of foam, then a slash resistant mesh which is finally topped with an acrylic material which acts as the Fire Barrier. The Moquette is secured on top of the seat base using Velcro straps which tie around the spring frame – See Figures 6, 7 and 8 below, where figure 8 is annotated to indicate the Moquette attachment arrangement:

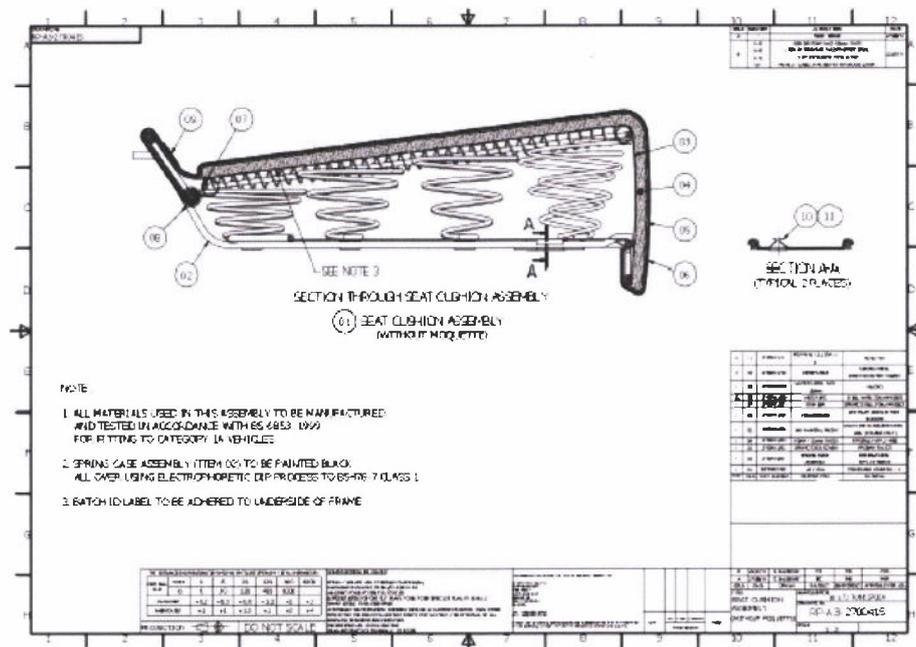
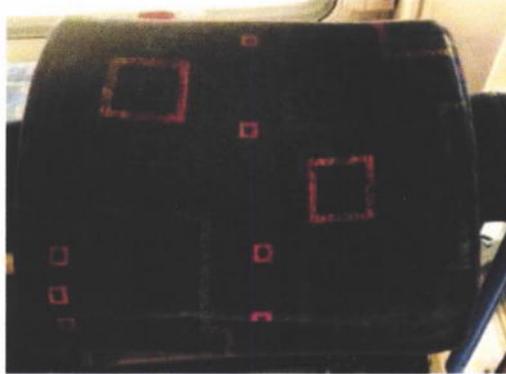


Figure 6 – Current Longitudinal Seating design

**Figure 8 – Current Longitudinal Seating – Moquette attachment**

### 1.1 Longitudinal Seat Backs

The construction of the seat backs is very similar to the seat bases, and consists of a frame with sprung section, foam layer, slash resistant mesh, fire barrier and covering Moquette, which is attached to the seat back frame by Velcro straps. The Seat Back drawing are unavailable, and therefore reverse Engineering of the seat backs will be required.



**Figure 9 – Current Longitudinal Seat back – Front view**



**Figure 10 – Current Longitudinal Seat back – Rear view**



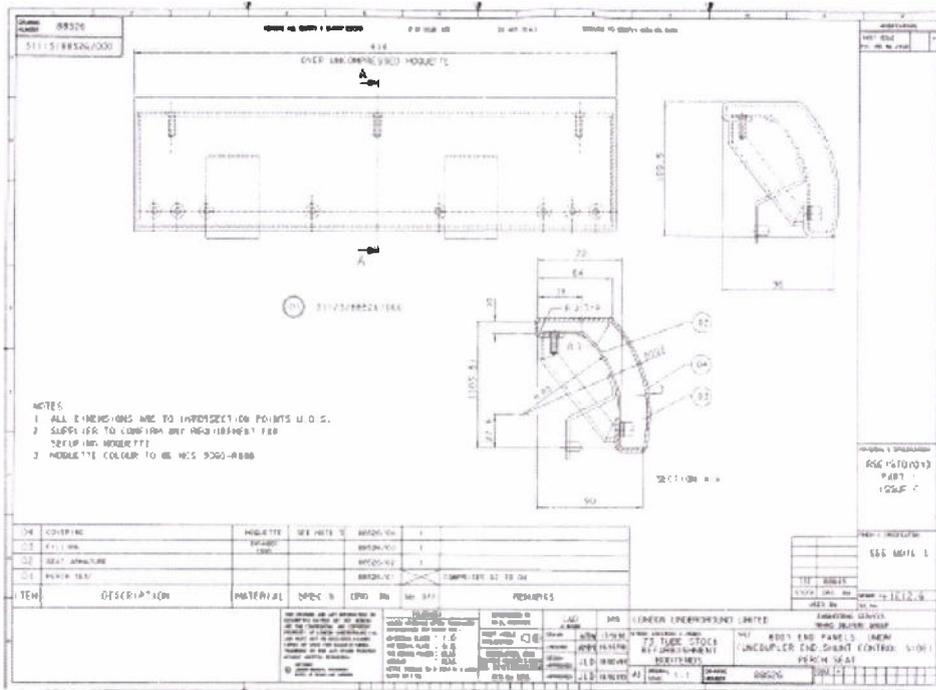


Figure 12 – Current Uncoupling end, shunt control side Perch seat construction

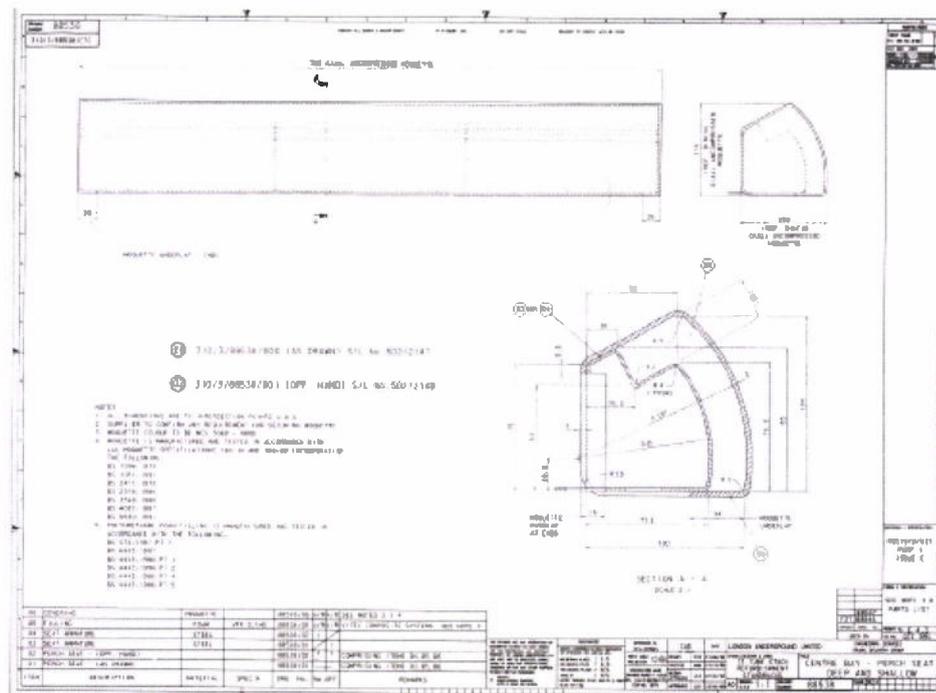


Figure 13 – Current Centre Bay Perch Seat Construction L/H and R/H

## Schedule 4

### Contract Variation Procedure

- 1 The cost of any Variation Order shall be agreed between the parties taking account of the reasons why the Variation Order was required.
- 2 The Company may propose a variation by completing Part A of the Variation Proposal and supplying three (3) copies of it to the Supplier. Within five (5) Working Days of receipt, or such other time as may be agreed by the Company, the Supplier shall complete Part B of the Variation Proposal and shall supply two (2) copies of the Variation Proposal to the Company. The Company shall be entitled, at any time within thirty (30) days of receipt, to instruct and authorise the Supplier to proceed with the variation on the terms so set out by each party by completing and signing Part C of one copy of the Variation Proposal (which, following such signature, will be referred to as a "**Variation Order**") and supplying such Variation Order to the Supplier. The relevant part(s) of the Contract shall thereupon be varied accordingly.
- 3 The Supplier may propose a variation, after requesting the issue by the Company of a Variation Proposal variation number, by completing Parts A and B of a Variation Proposal and supplying two (2) copies of it to the Company. The Company shall be entitled, at any time within thirty (30) days of receipt, to instruct the Supplier to proceed with the variation on the terms so set out by the Supplier by completing and signing Part C of one copy of the Variation Proposal (which, following such signature, will be referred to as a "**Variation Order**") and supplying such Variation Order to the Supplier. The relevant part(s) of the Contract shall thereupon be varied accordingly.
- 4 The Supplier may indicate in a Variation Proposal that the price is an estimated price but, if it does so, it shall supply a firm price to the Company in writing at least seven (7) days before the expiry of the time within which the Company is entitled to instruct the Supplier to proceed with the variation.
- 5 The price indicated by the Supplier must be the full price and shall cover all costs associated with the variation. If appropriate a range of prices may be shown corresponding to the quantity of Goods and range of Services to be provided.
- 6 In an emergency, both parties shall use their reasonable endeavours to expedite the actions permitted or required under the Contract Variation Procedure.
- 7 The Company will not accept any retrospective claims for additional work caused by a variation which has not been approved by the Company in accordance with the Contract Variation Procedure before the commencement of such additional work.

- 8 All authorised additional work resulting from any Variation Proposal shall be priced in accordance with any applicable rates set out in Schedule 2.
9. The Supplier shall at all times act reasonably and shall price each Variation Proposal at the least possible additional cost to the Company that it is reasonably and economically practicable for the Supplier to offer and which has the least possible impact on the terms of the Contract, including, but not limited to the Specification and the Programme.
- 10 Strict adherence to the procedure described in this Schedule 4 shall be a condition precedent to any addition to the Contract Price for the Goods and Services. If the Supplier does not adhere to each paragraph in this Schedule 4 then the Supplier shall not be entitled to any addition to the Contract Price notwithstanding that the Supplier may have supplied additional or varied Goods and/or Services.

**Appendix 1**  
**Form of Variation Proposal/Variation Order**

<b>To:</b>	<b>From:</b>
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**Contract Reference:**  
**Variation Number:**  
**Variation Title:**

**PART A (TO BE COMPLETED BY THE ORIGINATOR OF THE VARIATION ORDER)**

<b>Description of change:</b>	
<b>Reason for changes and impact (if any) on Contract:</b>	
<b>Variation Proposal Authorised by:</b>	<b>Proposal Date:</b>

**PART B (TO BE COMPLETED BY THE SUPPLIER)**

<b>Price Breakdown</b>	
Note: If a further breakdown is needed please append details as a separate sheet.	
<b>Expected Delivery Date and/or Completion Date:</b>	
<b>Supplier's Representative:</b>	
<b>Print Name:</b> .....	<b>Signature:</b> .....
<b>Date:</b> .....	
Completed document to be returned to the Company's Representative	

**PART C (TO BE COMPLETED BY THE COMPANY'S REPRESENTATIVE)**

<b>Comment on Parts A and B:</b>	
Variation Authorisation	
<b>Company's Representative:</b>	
<b>Print Name:</b> .....	<b>Signature:</b> .....
<b>Date:</b> .....	

## Schedule 5 Programme

Owner	Activity	Lead time in Weeks	30/07/2017	07/08/2017	14/08/2017	21/08/2017	28/08/2017	04/09/2017	11/09/2017	18/09/2017	25/09/2017	02/10/2017	09/10/2017	16/10/2017	23/10/2017	30/10/2017	06/11/2017	13/11/2017	20/11/2017	27/11/2017	04/12/2017	11/12/2017	18/12/2017	25/12/2017	01/01/2018	08/01/2018	
LUL	Order Placed By LUL (21/07/2017)																										
	<b>Design Verification</b>																										
Design + Analysis	3D CAD Model + Structural Analysis	3 Weeks																									
Hamar Engineering	<b>Manufacture Prototype</b>	1 Week																									
F.I.R.A	B56261 Test: Interaction of Components	4 Weeks																									
F.I.R.A	B5 3385 Test: Pounding Test	4 Weeks																									
Exova	B5 6853 Table 9 Fax Testing	4 Weeks																									
Prostyle/Hamar	<b>Purchase Orders</b> Order raised for Fabricated Seat Bases	1 week																									
Prostyle/Camirs	Order raised for moquette	6 weeks																									
Prostyle/TBA	Order raised for Fire Barrier	5 Weeks																									
Prostyle/Virafoam	Order raised for Foam	4 Weeks																									
Prostyle Suppliers	<b>P.A.I Training</b> Prostyle undertakes Supplier F.A.I	1 week																									
LUL/Prostyle	Customer [LUL] FAI at Prostyle	1 Week																									
Prostyle	Prostyle Production Training	3 week																									
Prostyle	<b>Production</b> Production starts at Prostyle	18/09/2017																									
Prostyle	1st Delivery of Piccadilly Seats to LUL	22/09/2017																									
Prostyle	Continue shipment of 2 x 3 Car sets per week Planned Break No deliveries over Xmas 2017																										

Continued Delivery of 2 x 3 car units per week after Xmas holidays 02/01/2018 - 25/06/2018  
Trains 15 - 40

Continued Delivery of 2 x 3 car units per week 02/07/2018 - 17/12/2018  
Trains 41 - 65

Continued Delivery of 2 x 3 car units per week 07/01/2019 - 28/06/2019  
Trains 66 - 86

26/09/2017	03/10/2017	10/10/2017	17/10/2017	24/10/2017	31/10/2017	07/11/2017	14/11/2017	21/11/2017	28/11/2017	05/12/2017	12/12/2017	19/12/2017	26/12/2017	02/01/2018	09/01/2018	16/01/2018	23/01/2018	30/01/2018	06/02/2018	13/02/2018	20/02/2018	27/02/2018	06/03/2018	13/03/2018	20/03/2018	27/03/2018	03/04/2018	10/04/2018	17/04/2018	24/04/2018	01/05/2018	08/05/2018	15/05/2018	22/05/2018	29/05/2018	05/06/2018	12/06/2018	19/06/2018	26/06/2018	03/07/2018	10/07/2018	17/07/2018	24/07/2018	31/07/2018	07/08/2018	14/08/2018	21/08/2018	28/08/2018	04/09/2018	11/09/2018	18/09/2018	25/09/2018	02/10/2018	09/10/2018	16/10/2018	23/10/2018	30/10/2018	06/11/2018	13/11/2018	20/11/2018	27/11/2018	04/12/2018	11/12/2018	18/12/2018	25/12/2018	01/01/2019	08/01/2019	15/01/2019	22/01/2019	29/01/2019	05/02/2019	12/02/2019	19/02/2019	26/02/2019	05/03/2019	12/03/2019	19/03/2019	26/03/2019	02/04/2019	09/04/2019	16/04/2019	23/04/2019	30/04/2019	07/05/2019	14/05/2019	21/05/2019	28/05/2019	04/06/2019	11/06/2019	18/06/2019	25/06/2019	02/07/2019	09/07/2019	16/07/2019	23/07/2019	30/07/2019	06/08/2019	13/08/2019	20/08/2019	27/08/2019	03/09/2019	10/09/2019	17/09/2019	24/09/2019	01/10/2019	08/10/2019	15/10/2019	22/10/2019	29/10/2019	05/11/2019	12/11/2019	19/11/2019	26/11/2019	03/12/2019	10/12/2019	17/12/2019	24/12/2019	31/12/2019	07/01/2020	14/01/2020	21/01/2020	28/01/2020	04/02/2020	11/02/2020	18/02/2020	25/02/2020	03/03/2020	10/03/2020	17/03/2020	24/03/2020	31/03/2020	07/04/2020	14/04/2020	21/04/2020	28/04/2020	05/05/2020	12/05/2020	19/05/2020	26/05/2020	01/06/2020	08/06/2020	15/06/2020	22/06/2020	29/06/2020	06/07/2020	13/07/2020	20/07/2020	27/07/2020	03/08/2020	10/08/2020	17/08/2020	24/08/2020	31/08/2020	07/09/2020	14/09/2020	21/09/2020	28/09/2020	05/10/2020	12/10/2020	19/10/2020	26/10/2020	02/11/2020	09/11/2020	16/11/2020	23/11/2020	30/11/2020	07/12/2020	14/12/2020	21/12/2020	28/12/2020	04/01/2021	11/01/2021	18/01/2021	25/01/2021	01/02/2021	08/02/2021	15/02/2021	22/02/2021	01/03/2021	08/03/2021	15/03/2021	22/03/2021	29/03/2021	05/04/2021	12/04/2021	19/04/2021	26/04/2021	03/05/2021	10/05/2021	17/05/2021	24/05/2021	31/05/2021	06/06/2021	13/06/2021	20/06/2021	27/06/2021	04/07/2021	11/07/2021	18/07/2021	25/07/2021	01/08/2021	08/08/2021	15/08/2021	22/08/2021	29/08/2021	05/09/2021	12/09/2021	19/09/2021	26/09/2021	03/10/2021	10/10/2021	17/10/2021	24/10/2021	31/10/2021	07/11/2021	14/11/2021	21/11/2021	28/11/2021	05/12/2021	12/12/2021	19/12/2021	26/12/2021	02/01/2022	09/01/2022	16/01/2022	23/01/2022	30/01/2022	06/02/2022	13/02/2022	20/02/2022	27/02/2022	06/03/2022	13/03/2022	20/03/2022	27/03/2022	03/04/2022	10/04/2022	17/04/2022	24/04/2022	01/05/2022	08/05/2022	15/05/2022	22/05/2022	29/05/2022	05/06/2022	12/06/2022	19/06/2022	26/06/2022	03/07/2022	10/07/2022	17/07/2022	24/07/2022	31/07/2022	07/08/2022	14/08/2022	21/08/2022	28/08/2022	04/09/2022	11/09/2022	18/09/2022	25/09/2022	02/10/2022	09/10/2022	16/10/2022	23/10/2022	30/10/2022	06/11/2022	13/11/2022	20/11/2022	27/11/2022	04/12/2022	11/12/2022	18/12/2022	25/12/2022	01/01/2023	08/01/2023	15/01/2023	22/01/2023	29/01/2023	05/02/2023	12/02/2023	19/02/2023	26/02/2023	05/03/2023	12/03/2023	19/03/2023	26/03/2023	02/04/2023	09/04/2023	16/04/2023	23/04/2023	30/04/2023	07/05/2023	14/05/2023	21/05/2023	28/05/2023	04/06/2023	11/06/2023	18/06/2023	25/06/2023	02/07/2023	09/07/2023	16/07/2023	23/07/2023	30/07/2023	06/08/2023	13/08/2023	20/08/2023	27/08/2023	03/09/2023	10/09/2023	17/09/2023	24/09/2023	01/10/2023	08/10/2023	15/10/2023	22/10/2023	29/10/2023	05/11/2023	12/11/2023	19/11/2023	26/11/2023	03/12/2023	10/12/2023	17/12/2023	24/12/2023	31/12/2023	07/01/2024	14/01/2024	21/01/2024	28/01/2024	04/02/2024	11/02/2024	18/02/2024	25/02/2024	05/03/2024	12/03/2024	19/03/2024	26/03/2024	02/04/2024	09/04/2024	16/04/2024	23/04/2024	30/04/2024	07/05/2024	14/05/2024	21/05/2024	28/05/2024	04/06/2024	11/06/2024	18/06/2024	25/06/2024	02/07/2024	09/07/2024	16/07/2024	23/07/2024	30/07/2024	06/08/2024	13/08/2024	20/08/2024	27/08/2024	03/09/2024	10/09/2024	17/09/2024	24/09/2024	01/10/2024	08/10/2024	15/10/2024	22/10/2024	29/10/2024	05/11/2024	12/11/2024	19/11/2024	26/11/2024	03/12/2024	10/12/2024	17/12/2024	24/12/2024	31/12/2024	07/01/2025	14/01/2025	21/01/2025	28/01/2025	04/02/2025	11/02/2025	18/02/2025	25/02/2025	05/03/2025	12/03/2025	19/03/2025	26/03/2025	02/04/2025	09/04/2025	16/04/2025	23/04/2025	30/04/2025	07/05/2025	14/05/2025	21/05/2025	28/05/2025	04/06/2025	11/06/2025	18/06/2025	25/06/2025	02/07/2025	09/07/2025	16/07/2025	23/07/2025	30/07/2025	06/08/2025	13/08/2025	20/08/2025	27/08/2025	03/09/2025	10/09/2025	17/09/2025	24/09/2025	01/10/2025	08/10/2025	15/10/2025	22/10/2025	29/10/2025	05/11/2025	12/11/2025	19/11/2025	26/11/2025	03/12/2025	10/12/2025	17/12/2025	24/12/2025	31/12/2025	07/01/2026	14/01/2026	21/01/2026	28/01/2026	04/02/2026	11/02/2026	18/02/2026	25/02/2026	05/03/2026	12/03/2026	19/03/2026	26/03/2026	02/04/2026	09/04/2026	16/04/2026	23/04/2026	30/04/2026	07/05/2026	14/05/2026	21/05/2026	28/05/2026	04/06/2026	11/06/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**Schedule 6**  
**Quality and Safety Plan**

REDACTED

**Quality and Safety Plan**  
**REDACTED**

**Schedule 7**  
**Corporate IPRs**



in lieu of the liability of the Company and agrees to be bound by the terms of the Contract in every way as if the New Company were and had been a party to the Contract at all times in lieu of the Company;

2.3 for the avoidance of doubt, it is hereby expressly agreed that:

2.3.1 any and all rights, claims, counter-claims, demands and other remedies of the Supplier against the Company accrued under or in connection with the Contract prior to the date hereof shall be exercisable and enforceable by the Supplier against the New Company; and

2.3.2 any and all rights, claims, counter-claims, demands and other remedies of the Company against the Supplier accrued under or in connection with the Contract prior to the date hereof shall be exercisable by the New Company against the Supplier.

2.4 the Company transfers its rights and obligations under the Contract to the New Company.

2. A person who is not a party to this Deed may not enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

Executed as a deed by the parties and delivered on the date of this Deed

Executed as a deed by affixing the Common Seal of )

London Underground Limited )

in the presence of: - )

.....

*[Authorised Signatory]*

Executed as a Deed by [SUPPLIER] )

acting by ) .....

) Authorised Signatory

and

).....

) Authorised Signatory

Executed as a Deed by [NEW COMPANY]

)

acting by

).....

) Authorised Signatory

and

).....

) Authorised Signatory

## Schedule 9

### Form of Parent Company Guarantee and Performance Bond (Not used)

THIS GUARANTEE is made the \_\_\_\_\_ day of \_\_\_\_\_ 201

**BETWEEN:**

- (1) [ ] a company registered in England and Wales under number [ ] and having its registered office at [ ] (the "**Guarantor**");
- (2) [ ] a company registered in England and Wales under number [ ] and having its registered office at Windsor House, 42-50 Victoria Street, London SW1H 0TL (the "**Company**" which expression shall include its successors in title and assigns); and
- (3) [ ] a company registered in England and Wales under number [ ] and having its registered office at [ ] (the "**Supplier**").

**WHEREAS:**

- (A) This Guarantee is supplemental to a contract (the "**Contract**") for the carrying out of [ ] at [ ] made between (1) the Company and (2) the Supplier.
- (B) The Guarantor has agreed to guarantee to the Company the due and punctual performance of the Contract by the Supplier in the manner hereinafter appearing.
- (C) The Supplier is a party to this Guarantee in order to confirm its request that the Guarantor provide this Guarantee on the terms set out herein.

**NOW IT IS HEREBY AGREED** as follows:

1. The Guarantor unconditionally guarantees to the Company the proper and punctual performance and observance by the Supplier of all its obligations, warranties, duties, undertakings and responsibilities under the Contract and shall forthwith make good any default thereunder on the part of the Supplier and the Guarantor shall pay or be responsible for the payment by the Supplier to the Company of all sums of money, liabilities, awards, losses, damages, costs, charges and expenses that may be or become due and payable under or arising out of the Contract in accordance with its terms or otherwise by reason or in consequence of any such default on the part of the Supplier.
2. This Guarantee shall be a continuing guarantee and indemnity and accordingly shall remain in full force and effect until all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed or observed by the Supplier under or arising out of the Contract have been duly and completely performed and observed in full.
3. The Guarantee is in addition to and not in substitution for any other security or warranty which the Company may at any time hold for the performance of any obligations, warranties, duties and undertakings under the Contract and may be enforced by the Company without first taking any

proceedings or exhausting any right or remedy against the Supplier or any other person or taking any action to enforce any other security, bond or guarantee.

4. The Guarantor shall be under no greater obligation or greater liability under this Guarantee than it would have been under the Contract if it had been named as the Supplier in the Contract.
5. The obligations and liabilities hereunder shall remain in full force and effect and shall not be affected, lessened, impaired or discharged by:
  - (a) any alteration or variation to the terms of the Contract;
  - (b) any alteration in the extent or nature or sequence or method or timing or scope of the works, services or supplies to be carried out under the Contract;
  - (c) any extension of time being given to the Supplier or any other indulgence or concession to the Supplier or any forbearance, forgiveness or any other thing done, omitted or neglected to be done under the Contract;
  - (d) any other bond, security or guarantee now or hereafter held for all or any part of the obligations of the Supplier under the Contract;
  - (e) the release, modification, exchange or waiver of any such bond, security or guarantee;
  - (f) any amalgamation or reconstruction or dissolution including liquidation of the Supplier;
  - (g) the making of a winding up order, the appointment of a provisional liquidator, the passing of a resolution for winding up, liquidation, administration, receivership or insolvency of the Supplier;
  - (h) any legal limitation, disability or incapacity relating to the Supplier (whether or not known to you);
  - (i) any invalidity in, irregularity affecting or unenforceability of the obligations of the Supplier under the Contract;
  - (j) the termination of the Contract; or
  - (k) anything the Company or the Supplier may do or omit or neglect to do including, but without limitation, the assertion of or failure or delay to assert any right or remedy of the Company or the pursuit of any right or remedy by the Company.
6. Until all amounts which may be or become payable and all liabilities, obligations, warranties, duties and undertakings in respect of the Supplier's obligations have been irrevocably paid, performed or discharged in full, the Guarantor shall not, after a claim has been made or by virtue of any payment, performance or discharge by it under this Guarantee:
  - (a) be subrogated to any rights, security or moneys held, received or receivable by the Company or be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Guarantor's liability under this Guarantee;

- (b) claim, rank, prove or vote as a creditor of the Supplier or its estate in competition with the Company unless the Company so directs; or
  - (c) receive, claim or have the benefit of any payment distribution or security from or on account of the Supplier, or exercise any right of set-off against the Supplier unless the Company so directs.
7. This Guarantee is irrevocable.
8. The benefit of this Guarantee may be assigned by the Company at any time to any assignee of the benefit of the whole of the Contract. No further or other assignments shall be permitted.
9. The Guarantor:
- (a) gives the guarantee contained in this Guarantee as principal obligor and not merely as surety;
  - (b) agrees to indemnify the Company on written demand against any loss or liability suffered by it if any provision set out in the Contract guaranteed by the Guarantor becomes unenforceable, invalid or illegal, and
  - (c) waives any right it may have of first requiring the Company to proceed against, or enforce any other rights or security or claim payment from, any person before claiming from the Guarantor under this Guarantee.
10. Until all amounts which may be or become payable in respect of the Supplier's obligations have been irrevocably paid in full by the Guarantor, the Company may:
- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Company in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same; and
  - (b) hold in a suspense account any moneys received from the Supplier on account of these Supplier's obligations or on account of the Guarantor's liability under this Guarantee.
11. The Company is entitled to make any number of demands under this Guarantee.
12. The invalidity, illegality or unenforceability in whole of or in part of any provisions of this Guarantee shall not affect the validity, legality and enforceability of the remaining part or provisions of this Guarantee.
13. This Guarantee may be executed in any number of counterparts each of which shall be an original and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

14. No person other than TfL (as such term is defined in the Contract) and its subsidiaries (as defined in section 1159 of the Companies Act 2006) shall have any right to claim or remedy under or pursuant to this Guarantee and the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

15. This Guarantee, executed and delivered as a deed, shall be governed by and interpreted according to the laws of England and the Courts of England shall have exclusive jurisdiction save that the Company shall have the right to bring proceedings in the courts of any other jurisdiction in which any of the Guarantor's assets may be situated.

16. *[For non-UK resident Guarantors only:*

*For the purposes of this Guarantee the Guarantor hereby appoints ..... of..... [to be a London address] to accept service of process on its behalf, and service on the said ..... at the said address shall be deemed to be good service on the Guarantor; and the Guarantor hereby irrevocably agrees not to revoke or terminate such appointment).]*

Executed as a deed by the parties and delivered on the date of this Guarantee

Executed as a Deed by [GUARANTOR] )

acting by ) .....

) Authorised Signatory

and ).....

) Authorised Signatory

Executed as a deed by affixing the Common Seal of )

[COMPANY] )

in the presence of: - )

.....

*[Authorised Signatory]*

Executed as a Deed by [SUPPLIER] )

acting by ) .....

) Authorised Signatory

and ).....

) Authorised Signatory

## FORM OF ON DEMAND PERFORMANCE BOND WITH ANNEX 1

### BOND

(Letterhead of Guarantor)

To: [Company name] (its successors in title and assigns)

**Contract Bond No. [ • ]**

1. Whereas our clients [ • ] (the "**Supplier**") have entered into a contract with you dated [ • ] (the "**Contract**") in respect of [ • ], we [ • ] (the "**Guarantor**", which term shall include our successors in title and assigns) hereby irrevocably undertake as a primary obligation upon first demand in writing made by you upon us from time to time or at any time to pay to you on each occasion the sum demanded by you within five (5) banking days upon service of your demand.

### PROVIDED THAT:

2. This Bond shall come into force on the date hereof.
3. Any demand hereunder shall be substantially in the form of Annex 1 to this Bond, and as between you and us the facts set out in that demand shall be: (a) deemed to be true and (b) accepted by us as conclusive evidence for the purposes of this Bond that the amount claimed in the demand is due and payable to you hereunder, it being our intention that the event upon which payment must be made hereunder is the service of your demand without any rights on our part to raise any objections, irrespective of the validity or the effectiveness of the Contract and the obligations arising thereunder and irrespective of the underlying facts or their significance under the Contract.
4. All sums payable under this Bond shall be paid in pounds sterling to such bank account as may be specified in your demand in immediately available funds, free of any restriction or condition and free and clear of and without any deduction or withholding whether for or on account of tax, by way of set-off, or otherwise, except to the extent required by law.
5. For the purpose of this paragraph 5, the expression "Expiry Date" means [•]. Our liability hereunder shall be limited as follows:
  - (a) we shall have no liability in respect of any demand received after the Expiry Date; and
  - (b) in respect of a demand or demands received on or before the Expiry Date, our liability shall not exceed the aggregate sum of £ [•].
6. Our obligations hereunder shall remain in full force and effect and shall not in any way be affected, reduced or discharged by:
  - (a) any alteration to the terms of the Contract made by agreement between you and the Supplier; and/or

- (b) any defence, counterclaim, set-off or other deduction available to the Supplier under the Contract; and/or
  - (c) any alteration in the extent or nature or sequence or method or timing of the works/services to be carried out under the Contract; and/or
  - (d) any time being given to the Supplier or any other indulgence or concession to the Supplier or any forbearance, forgiveness or any other thing done, omitted or neglected to be done under the Contract; and/or
  - (e) any other bond, security or guarantee now or hereafter held by you for all or any part of the obligations of the Supplier under the Contract; and/or
  - (f) the release or waiver of any such other bond, security or guarantee; and/or
  - (g) any amalgamation or reconstruction or dissolution including liquidation or change in control or constitution of the Supplier; and/or
  - (h) the termination of the Contract; and/or
  - (i) any other event which might operate to discharge a guarantor at law or in equity.
7. Terms defined in the Contract and not otherwise defined herein shall have the same meaning in this Bond unless inconsistent with the context.
  8. This Bond shall be governed by, and interpreted according to, the laws of England and the Courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Bond and any matter arising from it save that you shall have the right to bring proceedings in the Courts of any other jurisdiction in which any of our assets may be situated.
  9. This Bond may be assigned or transferred without our prior consent to any member of the TfL Group. Any other assignment or transfer of this Bond by either party shall require the consent of the other party, such consent not to be unreasonably withheld or delayed.
  10. This bond may not be amended, varied or supplemented in any manner whatsoever without your prior written consent, other than in accordance with its express terms.
  11. Each of the provisions of this bond is severable and distinct from the others, and if at any time any such provision is or becomes ineffective, inoperable, invalid or unenforceable it shall be severed and deemed to be deleted from this bond, and in such event the remaining provisions of this bond shall continue to have full force and effect.
  12. All bank charges and other fees payable in relation to or in connection with this bond are for the account of the Manufacturer and you shall have no liability or responsibility therefor.
  13. Except to the extent it is inconsistent with the express terms of this bond, this bond is subject to the ICC Uniform Rules for Demand Guarantees, 2010 revision, ICC Publication No. 758.

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

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

Executed as a deed by affixing the Common Seal of )  
[COMPANY] )  
in the presence of: - )

..... [Authorised Signatory]

**ANNEX 1**

**Form of Demand from the Company to the Guarantor**

Dear Sirs

**[Contract Title]**

**Contract No: [●] (the "Contract")**

We refer to the Bond given by you to us dated [●].

An event has occurred of the type described in Clause [●] of the Contract.

We hereby demand payment from you of the sum of £ [●] under the Bond. Please make payment by CHAPS made payable to [Company name / bank account details].

Yours faithfully

.....

[Company name]

Windsor House

42-50 Victoria Street

London

SW1H 0TL

**Schedule 10**  
**Form of Collateral Warranty**

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 20[ ]

**BETWEEN: -**

- (1) **London Underground Limited** registered in England and Wales under number: 01900907 and having its registered office at Windsor House, 42-50 Victoria Street, London SW1H 0TL (the "**Company**");
- (2) [ ] a company registered in England and Wales under number: [.....] and having its registered office at [.....] (the "**Sub-Contractor**"); and
- (3) [ ] a company registered in England and Wales under number: [.....] and having its registered office at [.....] (the "**Supplier**").

**WHEREAS:-**

- (A) The Company has entered into a contract with the Supplier (the "**Main Contract**") pursuant to which the Supplier is to undertake and complete the following supply: [ ] (the "**Supply**").
- (B) The Sub-Contractor has submitted a tender to the Supplier for the carrying out and completion of certain parts (the "**Sub-Contract Supply**") of the Supply referred to above as more particularly described in the tender.

NOW IN CONSIDERATION of the payment of £1 (one pound) by the Company to the Sub-Contractor (receipt of which the Sub-Contractor hereby acknowledges) IT IS HEREBY AGREED as follows:

1. The Sub-Contractor warrants to the Company that:
  - (a) the Sub-Contract Supply have been and will be carried out with the skill and care to be expected of appropriately qualified and experienced professional contractors with experience in carrying out works or services of a similar type, nature and complexity to the Sub-Contract Supply;