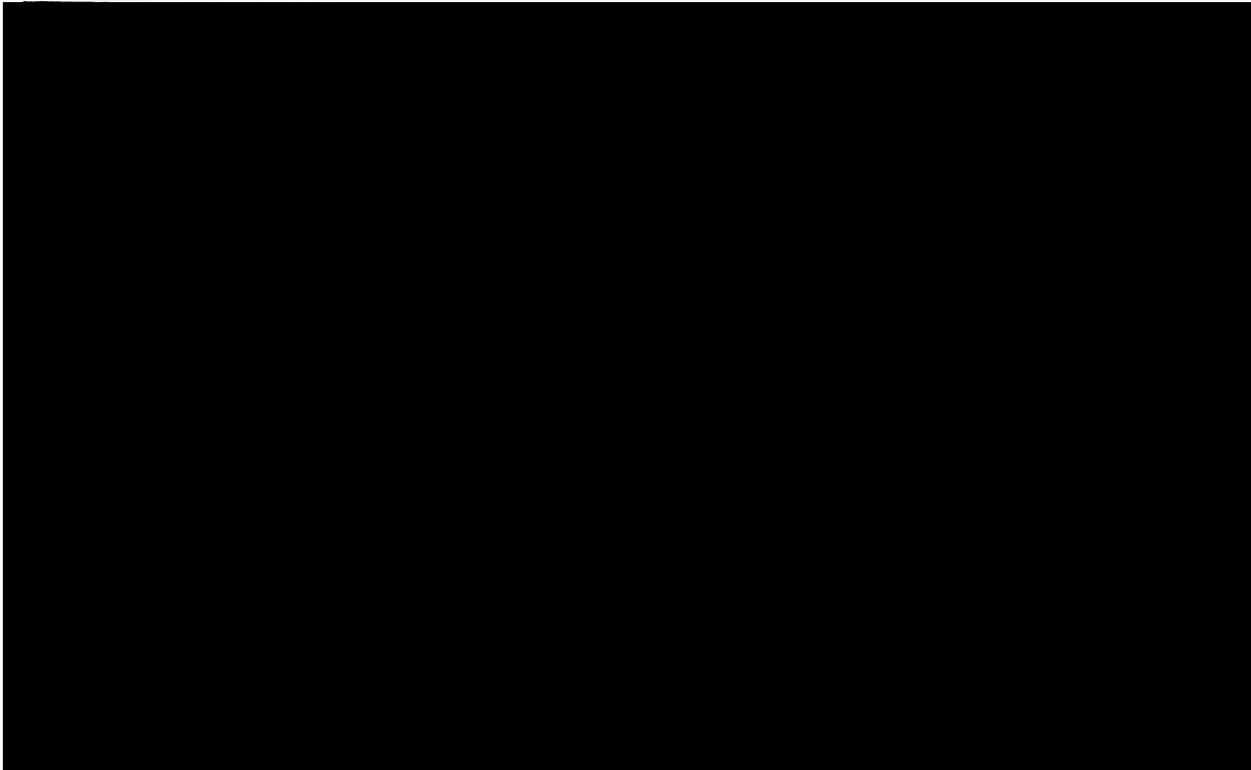


Email :



**7) Service Provider's Key Personnel:**



**8) Notice period in accordance with Clause 34.7 (termination without cause):**

180 days' written notice at any time after the expiry of 12 months from the Service Commencement Date

**9) Address for service of notices in accordance with Clause 45:**

**For the Authority:**

Transport for London, Windsor House, 42-52 Victoria Street, LONDON, SW1H 0TL

E-mail Address (where permitted): [Andy.Barrie@tube.tfl.gov.uk](mailto:Andy.Barrie@tube.tfl.gov.uk)

For the attention of: Andy Barrie

**For the Service Provider:**

Novacraft Group

Lakeside House, 9 The Lakes, Bedford Road, Northampton, NN4 7HD

E-mail Address (where permitted): [charlene.arnold@novacraft.com](mailto:charlene.arnold@novacraft.com)

For the attention of: Charlene Arnold

## APPENDIX 1 - AUTHORITY PERIODS

Financial Year	Start of Period 1	Start of Period 2	Start of Period 3	Start of Period 4	Start of Period 5	Start of Period 6	Start of Period 7	Start of Period 8	Start of Period 9	Start of Period 10	Start of Period 11	Start of Period 12	Start of Period 13	End of Period 13
2015-16	01/04/2015	03/05/2015	31/05/2015	28/06/2015	26/07/2015	23/08/2015	20/09/2015	18/10/2015	15/11/2015	13/12/2015	10/01/2016	07/02/2016	06/03/2016	31/03/2016
2016-17	01/04/2016	01/05/2016	29/05/2016	26/06/2016	24/07/2016	21/08/2016	18/09/2016	16/10/2016	13/11/2016	11/12/2016	08/01/2017	05/02/2017	05/03/2017	31/03/2017
2017-18	01/04/2017	30/04/2017	28/05/2017	25/06/2017	23/07/2017	20/08/2017	17/09/2017	15/10/2017	12/11/2017	10/12/2017	07/01/2018	04/02/2018	04/03/2018	31/03/2018
2018-19	01/04/2018	29/04/2018	27/05/2018	24/06/2018	22/07/2018	19/08/2018	16/09/2018	14/10/2018	11/11/2018	09/12/2018	06/01/2019	03/02/2019	03/03/2019	31/03/2019
2019-20	01/04/2019	28/04/2019	26/05/2019	23/06/2019	21/07/2019	18/08/2019	15/09/2019	13/10/2019	10/11/2019	08/12/2019	05/01/2020	02/02/2020	01/03/2020	31/03/2020
2020-21	01/04/2020	03/05/2020	31/05/2020	28/06/2020	26/07/2020	23/08/2020	20/09/2020	18/10/2020	15/11/2020	13/12/2020	10/01/2021	07/02/2021	07/03/2021	31/03/2021
2021-22	01/04/2021	02/05/2021	30/05/2021	27/06/2021	25/07/2021	22/08/2021	19/09/2021	17/10/2021	14/11/2021	12/12/2021	09/01/2022	06/02/2022	06/03/2022	31/03/2022
2022-23	01/04/2022	01/05/2022	29/05/2022	26/06/2022	24/07/2022	21/08/2022	18/09/2022	16/10/2022	13/11/2022	11/12/2022	08/01/2023	05/02/2023	05/03/2023	31/03/2023
2023-24	01/04/2023	30/04/2023	28/05/2023	25/06/2023	23/07/2023	20/08/2023	17/09/2023	15/10/2023	12/11/2023	10/12/2023	07/01/2024	04/02/2024	03/03/2024	31/03/2024
2024-25	01/04/2024	28/04/2024	26/05/2024	23/06/2024	21/07/2024	18/08/2024	15/09/2024	13/10/2024	10/11/2024	08/12/2024	05/01/2025	02/02/2025	02/03/2025	31/03/2025
2025-26	01/04/2025	27/04/2025	25/05/2025	22/06/2025	20/07/2025	17/08/2025	14/09/2025	12/10/2025	09/11/2025	07/12/2025	04/01/2026	01/02/2026	01/03/2026	31/03/2026
2026-27	01/04/2026	03/05/2026	31/05/2026	28/06/2026	26/07/2026	23/08/2026	20/09/2026	18/10/2026	15/11/2026	13/12/2026	10/01/2027	07/02/2027	07/03/2027	31/03/2027
2027-28	01/04/2027	02/05/2027	30/05/2027	27/06/2027	25/07/2027	22/08/2027	19/09/2027	17/10/2027	14/11/2027	12/12/2027	09/01/2028	06/02/2028	05/03/2028	31/03/2028
2028-29	01/04/2028	30/04/2028	28/05/2028	25/06/2028	23/07/2028	20/08/2028	17/09/2028	15/10/2028	12/11/2028	10/12/2028	07/01/2029	04/02/2029	04/03/2029	31/03/2029
2029-30	01/04/2029	29/04/2029	27/05/2029	24/06/2029	22/07/2029	19/08/2029	16/09/2029	14/10/2029	11/11/2029	09/12/2029	06/01/2030	03/02/2030	03/03/2030	31/03/2030
2030-31	01/04/2030	28/04/2030	26/05/2030	23/06/2030	21/07/2030	18/08/2030	15/09/2030	13/10/2030	10/11/2030	08/12/2030	05/01/2031	02/02/2031	02/03/2031	31/03/2031
2031-32	01/04/2031	27/04/2031	25/05/2031	22/06/2031	20/07/2031	17/08/2031	14/09/2031	12/10/2031	09/11/2031	07/12/2031	04/01/2032	01/02/2032	29/02/2032	31/03/2032
2032-33	01/04/2032	02/05/2032	30/05/2032	27/06/2032	25/07/2032	22/08/2032	19/09/2032	17/10/2032	14/11/2032	12/12/2032	09/01/2033	06/02/2033	06/03/2033	31/03/2033
2033-34	01/04/2033	01/05/2033	29/05/2033	26/06/2033	24/07/2033	21/08/2033	18/09/2033	16/10/2033	13/11/2033	11/12/2033	08/01/2034	05/02/2034	05/03/2034	31/03/2034
2034-35	01/04/2034	30/04/2034	28/05/2034	25/06/2034	23/07/2034	20/08/2034	17/09/2034	15/10/2034	12/11/2034	10/12/2034	07/01/2035	04/02/2035	04/03/2035	31/03/2035

## **2 SCHEDULE 2 - OVERVIEW OF THE CONTRACT**

### **1. Introduction**

#### **1.1. Scope and Purpose**

- 1.1.1. This Schedule provides an introduction to and an overview of the Contract documentation and the concepts behind both its structure and the approach and language adopted within the Contract and the Schedules.
- 1.1.2. This overview is intended to introduce and expand on the information provided elsewhere within the Contract to ensure that the concepts and approach underlying the main provisions are easily and properly understood. It is not intended to contain specific obligations on either Party.
- 1.1.3. The overviews within this Schedule are intended to provide a high level picture only and should not be interpreted as being complete or comprehensive. In the event of any inconsistency or conflict between the contents of this Schedule and any other part of the Contract, that other part of the Contract shall take precedence.

#### **1.2. Service Continuity**

- 1.2.1. The Authority has developed a reputation for delivering a high quality, reliable and consistent service to its customers through the portfolio of contracts and systems managed by its Customer Experience Directorate. It is essential that this continues and this overview seeks to explain how the Service Provider will operate as part of this portfolio to deliver excellent and potentially more integrated services.
- 1.2.2. Specific requirements covering transition from the Authority's Existing Service Providers, Required Variations (whereby the Authority can instruct Variations to proceed, with the cost and other impacts to be determined afterwards), enhanced co-operation obligations, Service management and flexible handback obligations (including the potential for the Authority to instruct phased handback and/or handback continuing over a period beyond the initial or extended contractual period) have been included to re-enforce and support the need for service continuity.

#### **1.3. Assurance**

- 1.3.1. The Authority has engaged the Service Provider on the basis of the Service Provider's experience, expertise and proposed solution to the delivery of the Services and other obligations under the Contract. The Authority wishes to give the Service Provider latitude to manage its operations effectively; however, the operation of the Services is critical to the Authority's business operations and consequently the Service Provider needs to demonstrate to the Authority that it is complying with the principles and specific requirements and obligations set out in the Contract. This process is called Assurance and is principally set out in Schedule 14 (Assurance).
- 1.3.2. Assurance is an activity performed by the Service Provider to demonstrate compliance to the Authority and includes, but is not limited to, the submission of documents, responding to questions and comments, and

witness testing. Assurance is frequently an incremental process that provides confidence to both parties of successful delivery. It should not, however, be confused with approval from the Authority and does not relieve the Service Provider of its responsibilities or liability under the Contract.

## **2. Document Architecture**

2.1. The Contract is constructed from three mutually supporting elements:

2.1.1. **Main Terms & Conditions** – this contains the main rights and obligations of the Parties expressed in Clauses;

2.1.2. **Schedules** – these contain further obligations, the Service Scope Specification, Service Levels and contract processes expressed in paragraphs; and

2.1.3. **Supporting Documents** – these are documents (if any) which are incorporated into the Contract by reference.

## **3. Not used**

## **4. The Services**

4.1. The services to be delivered by the Service Provider are set out in Clause 4 (The Services) and further defined along with the Service Levels in Schedule 8 (Service Management).

4.2. Specific requirements on service management, service design, service transition, service operations, incident management and change management are described in Schedule 3 (Transition) and Schedule 8 (Service Management).

## APPENDIX 1 - SERVICE DEPENDENCIES AND MATERIALS

### Service Dependencies

1. The Service Provider has the following dependencies on the Authority in the performance of the Services after Transition:
  - 1.1 Routing of calls within the scope of the Services, to the Service Provider.
  - 1.2 The provision and maintenance of the software and hardware forming part of the Authority Assets as listed in Appendix 1 (Authority Assets) of Schedule 6 (Systems Integration).
  - 1.3 Where the Authority knows of forthcoming events that are confidential and not public knowledge and which are likely to have a material effect on demand, the Authority shall use reasonable endeavours to notify the Service Provider as soon as reasonably practicable of such event occurring for the purposes of forecasting of demand, including where it is the Authority's expectation that an event is likely to occur at a time that is more than 13 weeks away.
  - 1.4 Provide authorised Service Provider Personnel with systems access within seven (7) Business Days, subject to paragraphs 7 of Section A of Schedule 4 (Service Scope Specification).
  - 1.5 Provide reasonable notice of any policy changes or amendments and, where applicable, provide training to enable the Service Provider to adhere to the changes or amendments of the policy.

### Materials

There are no materials applicable to this Contract for the purpose of Clause 22.1.2.