# SCHEDULE 8.4

# RECORDS

**VERSION CONTROL**

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# SCHEDULE 8.4 – RECORDS

## 1. PURPOSE

This Schedule sets out the records (including the Records) that the Supplier shall maintain in accordance with this Agreement.

## 2. RECORDS

2.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in Appendix 1 (together the "**Records**"):

2.1.1 in accordance with the requirements of the Information and Records Management Policy;

2.1.2 in chronological order;

2.1.3 in a form that is capable of audit; and

2.1.4 at its own expense.

2.2 The Supplier shall make the Records available for inspection to TTL on request, subject to TTL giving reasonable notice.

2.3 Where Records are retained in electronic form, the original metadata shall be preserved together with all subsequent metadata in a format reasonably accessible to TTL.

2.4 The Supplier shall, during the Term and a period of at least seven (7) years following the expiry or termination of this Agreement, maintain or cause to be maintained complete and accurate documents and records in relation to the performance of this Agreement including but not limited to all Records.

2.5 Records that contain financial information shall be retained and maintained in safe storage by the Supplier for a period of at least seven (7) years after the expiry or termination of this Agreement.

2.6 Without prejudice to the foregoing, the Supplier shall provide TTL:

2.6.1 as soon as they are available, and in any event within sixty (60) Working Days after the end of the first six (6) months of each financial year of the Supplier during the Term, a copy, certified as a true copy by an authorised representative of the Supplier, of its un-audited interim accounts and, if applicable, of consolidated un-audited interim accounts of the Supplier and its Affiliates which would (if the Supplier were listed on the London Stock Exchange (whether or not it is)) be required to be sent to shareholders as at the end of and for each such six (6) month period; and

2.6.2 as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of the Supplier, but not later than one hundred and thirty (130) Working Days after the end of each accounting reference period of the Supplier part or all of which falls during the Term, the Supplier's audited accounts and if applicable, of the consolidated audited accounts of the Supplier and its Affiliates in respect of that period together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.

## APPENDIX 1 – RECORDS

The Records to be kept by the Supplier are:

1. This Agreement and all agreed amendments to it.

2. All other documents which this Agreement expressly requires to be prepared.

3. Records relating to the appointment and succession of the Supplier Representative and each member of the Key Personnel.

4. All operation and maintenance manuals prepared by the Supplier for the purpose of this Agreement.

5. Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.

6. All formal notices, reports or submissions made by the Supplier to TTL in connection with the performance of this Agreement.

7. All certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the performance of this Agreement.

8. Documents prepared by the Supplier in support of claims for the Charges.

9. Documents submitted by the Supplier pursuant to the Change Control Procedure.

10. Documents submitted by the Supplier pursuant to invocation by it or TTL of the Dispute Resolution Procedure.

11. 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.

12. Invoices and records related to VAT sought to be recovered by the Supplier.

13. Financial records, including audited and un-audited accounts of the Supplier.

14. 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.

15. All documents relating to the insurances to be maintained under this Agreement and any claims made in respect of them.

16. All journals and audit trial data referred to in Schedule 2.4 (Security Management).

17. All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Agreement.