SCHEDULE 9.1

STAFF TRANSFER

VERSION CONTROL

VERSION NUMBER	DATE	COMMENT
1.0	27 June 2018	Executed by the Parties

SCHEDULE 9.1 – STAFF TRANSFER

1. PURPOSE

1.1 This Schedule sets out the arrangements relating to the application of the Employment Regulations on the commencement (Part A) and on the termination (Part B) of this Agreement.

1.2 Where a provision in this Schedule imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of the Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to TTL, TfL, the Former Supplier, the Replacement Supplier and/or the Replacement Sub-contractor, as the case may be.

PART A: COMMENCEMENT OF THIS AGREEMENT

2. PROCEDURE IN THE EVENT OF TRANSFER

2.1 TTL and the Supplier agree that the commencement of the provision of this Agreement (or any part) will not be a Relevant Transfer in relation to any employees of TTL, TfL and/or any Former Supplier.

2.2 If any employee of TTL, TfL and/or a Former Supplier claims, or it is determined in relation to any employee of TTL, TfL and/or a Former Supplier, that his/her contract of employment has been transferred from TTL, TfL and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

2.2.1 the Supplier shall, and shall procure that the relevant Sub-contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to TTL and, where required by TTL, give notice to the Former Supplier; and

2.2.2 TTL and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or the Sub-contractor (as appropriate) or take such other reasonable steps as TTL or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

2.3 If an offer referred to in paragraph 2.2.2 is accepted (or if the situation has otherwise been resolved by TTL and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-contractor shall, immediately release the person from his/her employment or alleged employment.

2.4 If by the end of the fifteen (15) Working Day period specified in paragraph 2.2.2:

2.4.1 no such offer of employment has been made;

2.4.2 such offer has been made but not accepted; or

2.4.3 the situation has not otherwise been resolved,

the Supplier and/or the Sub-contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

3. **INDEMNITIES**

3.1 Subject to the Supplier and/or the relevant Sub-contractor acting in accordance with the provisions of paragraphs 2.2 to 2.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to paragraph 3.4, TTL shall:

3.1.1 indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any employees of TTL or TfL referred to in paragraph 2.2 made pursuant to the provisions of paragraph 2.4 provided that the Supplier takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

3.1.2 procure that the Former Supplier indemnifies the Supplier and/or any relevant Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier made pursuant to the provisions of paragraph 2.4 provided that the Supplier takes, or shall procure that the relevant Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

3.2 If any such person as is described in paragraph 2.2 is neither re-employed by TTL and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-contractor within the fifteen (15) Working Day period referred to in paragraph 2.4 such person shall be treated as having transferred to the Supplier and/or the Sub-contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-contractor shall, comply with such obligations as may be imposed upon it under Law.

3.3 Where any person remains employed by the Supplier and/or any Sub-contractor pursuant to paragraph 3.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-contractor and the Supplier shall indemnify TTL, TfL and any Former Supplier, and shall procure that the Sub-contractor shall indemnify TTL, TfL and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

3.4 The indemnities in paragraph 3.1:

3.4.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

(b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure (provided that this exclusion shall not apply to any claim that the termination of employment is automatically unfair and where such claim arises solely due to the Supplier complying with paragraphs 2.2 and 2.4 in accordance with their terms); and

3.4.2 shall apply only where the notification referred to in paragraph 2.2.1 is made by the Supplier and/or any Sub-contractor to TTL and, if applicable, Former Supplier within six (6) months of the Effective Date.

4. PROCUREMENT OBLIGATIONS

Where TTL accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that TTL's (or TfL's) contract with the Former Supplier contains a contractual right in that regard which TTL (or TfL) may enforce, or otherwise so that it requires only that TTL must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

PART B: EMPLOYMENT EXIT PROVISIONS

5. PRE-SERVICE TRANSFER OBLIGATIONS

5.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:

5.1.1 receipt of a notification from TTL of a Service Transfer or intended Service Transfer;

5.1.2 receipt of the giving of notice of early termination or any partial termination of this Agreement;

5.1.3 the date which is twelve (12) months before the end of the Term; and

5.1.4 receipt of a written request of TTL at any time (provided that TTL shall only be entitled to make one such request in any six (6) month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by TTL.

5.2 At least twenty (20) Working Days prior to the Service Transfer Date, the Supplier shall provide to TTL or at the direction of TTL to any Replacement Supplier and/or any Replacement Sub-contractor:

5.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and

5.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

5.3 TTL shall be permitted to use and disclose information provided by the Supplier under paragraphs 5.1 and 5.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.

5.4 The Supplier warrants, for the benefit of TTL, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to paragraphs 5.1 and 5.2 shall be true and accurate in all material respects at the time of providing the information.

5.5 From the date of the earliest event referred to in paragraphs 5.1.1, 5.1.2 and 5.1.3, the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the performance of this Agreement who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of TTL (not to be unreasonably withheld or delayed):

5.5.1 replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

5.5.2 make, promise, propose or permit any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);

5.5.3 increase the proportion of working time spent on this Agreement (or the relevant part) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;

5.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;

5.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform this Agreement (or the relevant part); or

5.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-contractor shall promptly notify, TTL or, at the direction of TTL, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or relevant Sub-contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

5.6 During the Term the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to TTL any information TTL may reasonably require relating to the manner in which this Agreement is performed and the services are organised, which shall include:

5.6.1 the numbers of employees engaged in performing this Agreement;

5.6.2 the percentage of time spent by each employee engaged in performing this Agreement; and

5.6.3 a description of the nature of the work undertaken by each employee by location.

5.7 The Supplier shall provide, and shall procure that each Sub-contractor shall provide, all reasonable cooperation and assistance to TTL, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-contractor shall provide, to TTL or, at the direction of TTL, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

5.7.1 the most recent month's copy pay slip data;

5.7.2 details of cumulative pay for tax and pension purposes;

5.7.3 details of cumulative tax paid;

5.7.4 tax code;

5.7.5 details of any voluntary deductions from pay; and

5.7.6 bank/building society account details for payroll purposes.

6. EMPLOYMENT REGULATIONS EXIT PROVISIONS

6.1 TTL and the Supplier acknowledge that subsequent to the commencement of this Agreement, the identity of the Supplier or a Sub-contractor may change (whether as a result of termination or partial termination of this Agreement or otherwise) resulting in this Agreement (or relevant part) being undertaken by a Replacement Supplier and/or a Replacement Sub-contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the

Acquired Rights Directive will apply. TTL and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

6.2 The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-contractor.

6.3 Subject to paragraph 6.4, the Supplier shall indemnify TTL, TfL and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

6.3.1 any act or omission of the Supplier or any Sub-contractor whether occurring before, on or after the Service Transfer Date;

6.3.2 the breach or non-observance by the Supplier or any Sub-contractor occurring on or before the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees; and/or

(b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;

6.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

6.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

(b) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to TTL and/or Replacement Supplier and/or any Replacement Sub-contractor, to the extent that the proceeding, claim or

demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

6.3.5 a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);

6.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee for whom it is alleged TTL and/or the Replacement Supplier and/or any Replacement Sub-contractor may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and

6.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by TTL and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

6.4 The indemnities in paragraph 6.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

6.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-contractor to occur in the period on or after the Service Transfer Date); or

6.4.2 arising from the Replacement Supplier's failure, and/or Replacement Sub-contractor's failure, to comply with its obligations under the Employment Regulations.

6.5 If any person who is not a Transferring Supplier Employee claims, or it is determined in relation to any person who is not a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Supplier or any Sub-contractor to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

6.5.1 TTL shall procure that the Replacement Supplier shall, or any Replacement Sub-contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and

6.5.2 the Supplier may offer (or may procure that a Sub-contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

6.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-contractor, TTL shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.

6.7 If after the fifteen (15) Working Day period specified in paragraph 6.5.2 has elapsed:

6.7.1 no such offer of employment has been made;

6.7.2 such offer has been made but not accepted; or

6.7.3 the situation has not otherwise been resolved,

TTL shall advise the Replacement Supplier and/or Replacement Sub-contractor, as appropriate that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

6.8 Subject to the Replacement Supplier and/or Replacement Sub-contractor acting in accordance with the provisions of paragraphs 6.5 to 6.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 6.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-contractor takes, all reasonable steps to minimise any such Employee Liabilities.

6.9 The indemnity in paragraph 6.8:

6.9.1 shall not apply to:

(a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor; or

(b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure (provided that this exclusion shall not apply to any claim that the termination of employment is automatically unfair and where such claim arises solely due to the Replacement Supplier or Replacement Sub-contractor complying with paragraphs 2.2 and 2.4 in accordance with their terms); and

6.9.2 shall apply only where the notification referred to in paragraph 6.5.1 is made by the Replacement Supplier and/or Replacement Sub-contractor to the Supplier within six (6) months of the Service Transfer Date.

6.10 If any such person as is described in paragraph 6.5 is neither re-employed by the Supplier or any Sub-contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-contractor within the time scales set out in paragraphs 6.5 to 6.7, such person shall be treated as a Transferring Supplier Employee and the Replacement Supplier and/or Replacement Sub-contractor shall comply with such obligations as may be imposed upon it under applicable Law.

6.11 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of the Transferring Supplier Employees before and on the Service Transfer Date

(including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

6.11.1 the Supplier and/or any Sub-contractor; and

6.11.2 the Replacement Supplier and/or the Replacement Sub-contractor.

6.12 The Supplier shall, and shall procure that each Sub-contractor shall, promptly provide to TTL and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable TTL, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. TTL shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

6.13 Subject to paragraph 6.14, TTL shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Supplier Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee) arising from or as a result of:

6.13.1 any act or omission of the Replacement Supplier and/or Replacement Sub-contractor;

6.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Sub-contractor on or after the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees; and/or

(b) any custom or practice in respect of any Transferring Supplier Employees which the Replacement Supplier and/or Replacement Sub-contractor is contractually bound to honour;

6.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

6.13.4 any proposal by the Replacement Supplier and/or Replacement Sub-contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees on or after their transfer to the Replacement Supplier or Replacement Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

6.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-contractor to, or in respect of, any Transferring Supplier Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

6.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and

(b) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-contractor, to the Replacement Supplier or Replacement Sub-contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

6.13.7 a failure of the Replacement Supplier or Replacement Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period from (and including) the Service Transfer Date; and

6.13.8 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-contractor in relation to obligations under regulation 13 of the Employment Regulations.

6.14 The indemnities in paragraph 6.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations.