

4.7 In the event that the Parties, acting reasonably, cannot agree a Remedial Action Plan, or the Operator fails to prepare a Remedial Action Plan, the Contract Co-ordinator shall have the right to terminate this Operator Contract for material breach.

5 The Parties shall implement any agreed Remedial Action Plan in accordance with its timescales, and shall make reasonable efforts to adhere to any improvements resulting from the Remedial Action Plan.

6 Risk in Operator Equipment

6.1 Risk in all Operator Equipment and the Materials shall be with the Operator at all times.

7 Indemnity

7.1 Subject to Clause 7.2, the Operator is responsible for and shall indemnify, keep indemnified and hold harmless the Ride-through Borough (the “**Indemnified Party**”) against all Losses which the Indemnified Party incurs or suffers as a consequence of any direct or indirect breach or any negligent performance of either this Operator Contract or the Administration Agreement by the Operator (or any of its employees, agents or sub-contractors) (including in each case any non-performance or delay in performance of this Operator Contract or the Administration Agreement) or of any breach of statutory duty, misrepresentation or misstatement by the Operator (or any of its employees, agents or sub-contractors).

7.2 The Operator is not responsible for, and shall not indemnify the Ride-through Borough for, any Losses to the extent that such Losses are caused by any breach or negligent performance by the Ride-through Borough of any of its obligations under this Operator Contract.

8 Assignment and Third Party Rights

8.1 Except as permitted by clause 13 of the Administration Agreement, the Operator shall not assign or sub-contract all or any part of the Service.

8.2 The Parties do not intend that any of the terms of this Operator Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

9 Termination of Participation Agreement

9.1 Without prejudice to any right to terminate this Operator Contract at common law, or pursuant to the terms of the Administration Contract incorporated by reference pursuant to Clause 1.3 above, this Operator Contract shall terminate automatically where the Participation Agreement is cancelled or terminated.

10 Counterparts

10.1 This Operator Contract may be executed in any number of counterparts or

duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement. This Operator Contract may be executed by electronic signature and provision of electronic copies of the same and the Parties agree that use of an electronic signature is as conclusive of their intention to be bound by this Operator Contract as if signed by each Party's manuscript signature.

SCHEDULE 10 – LOW INCOME/EQUITABLE ACCESS PLANS

