

any act or omission of the Service Provider (including by the Service Provider's Personnel) or whilst such systems, software or data are in the custody, control or otherwise interfaced with or accessed by the Service Provider.

32.9 To the extent that the Authority Data is held and/or processed by the Service Provider, the Service Provider will promptly supply the Authority Data to the Authority as requested by, and in a format specified by, the Authority.

32.10 Upon receipt or creation by the Service Provider of any Authority Data and during any collection, processing, storage and transmission by Service Provider of any Service Provider Data, the Service Provider will take all necessary precautions to preserve the integrity of the relevant data and to prevent any corruption or loss of the same.

32.11 In the event that any of the Authority Group's software or data is corrupted or lost or sufficiently degraded as to be unusable otherwise than due to a Default by the Service Provider, the Service Provider shall nevertheless carry out such remedial actions to restore the Authority Group's software and data or such other actions as may be necessary to restore the Authority Group's software and data as the Authority may request in writing.

32.12 Without prejudice to the generality of Clause 32.8, the Service Provider shall:

32.12.1 before performing any actions in respect of any member of the Authority Group's software or data, ensure that it has performed back-ups of such software or data in accordance with the Service Provider's policies and standards; and

32.12.2 perform its obligations in conformance with the Service Provider's most current 'Information Security Policy' which shall never provide a lower level of protection than the policy which was in force at the Contract Commencement Date.

Nothing in the Contract shall relieve the Service Provider's obligations in this regard.

32.13 If at any time the Service Provider suspects or has reason to believe that the Authority Data and/or any Service Provider Data has or may become corrupted in any way for any cause then the Service Provider will immediately notify the Authority of such and inform the Authority what remedial action it proposes to take.

32.14 In respect of any enforcement data generated by the Payment Platform, the Service Provider will:

32.14.1 not, and will procure that the Service Provider Personnel do not, decrypt or attempt to decrypt any the data which is in an encrypted format; and

32.14.2 ensure that such data is delivered securely and safely and that no unauthorised persons have access to such data at any time.

32.15 The Service Provider shall fully indemnify the Authority and other members of the Authority Group for any and all Losses, but excluding any indirect or consequential loss, incurred or suffered by the Authority and/or any member of the Authority Group which results from a breach by the Service Provider of its obligations under this Clause 32.

33 Intellectual Property Rights

33.1 Subject to Clauses 33.3, 33.4 and 33.7, the Authority acknowledges and agrees that the Service Provider and/or its licensors own all Intellectual Property Rights in the Payment Platform and the Services (the "Service Provider Intellectual Property"). Except as expressly stated herein, this Contract does not grant the Authority any Intellectual Property Rights, or any other rights or licences in respect of the Service Provider Intellectual Property or any related documents.

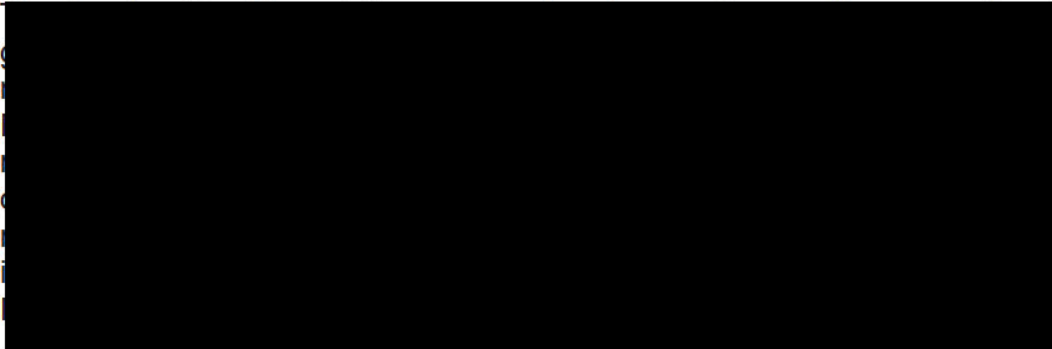
33.2 The Service Provider represents, warrants and undertakes that it has all the rights in relation to the Service Provider Intellectual Property that are necessary to grant all the rights it purports to grant and perform all the obligations it agrees to perform under, and in accordance with, the terms of this Contract.

33.3 The Service Provider, at its expense, hereby grants to the Authority and each member of the Authority Group [REDACTED]

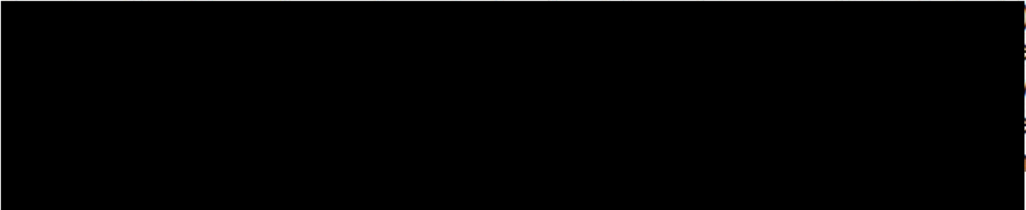
33.4 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with an irrevocable, royalty-free and transferable (within the Authority Group for any such purpose as may be required by the Authority in connection with the purpose of this Agreement) licence free of charge for the Term and a period of six (6) months thereafter to use such materials in connection with the use of the Products.

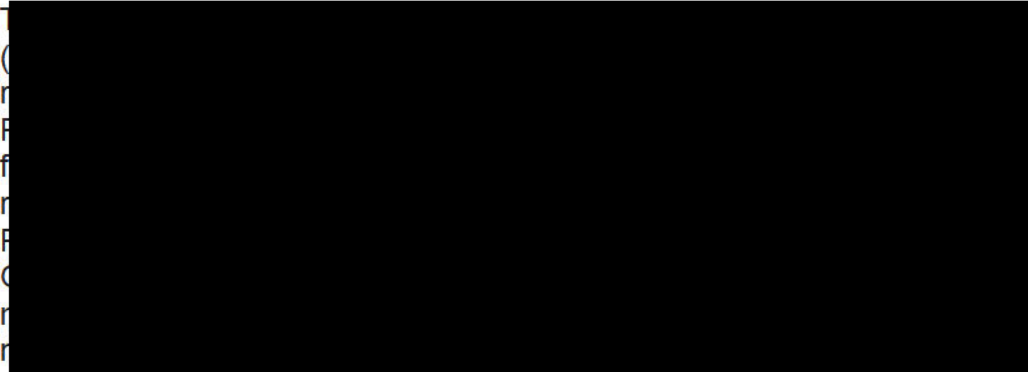
33.5 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority or any member of the Authority Group.

33.6 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

33.7 A large rectangular area of text is completely redacted with a solid black box.

33.8 The Authority can retrieve from the Service Provider back office systems the reporting data in XLS or CSV formats, without the involvement of the

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33.9 A large rectangular area of text is completely redacted with a solid black box.

33.10 The Service Provider will promptly notify the Authority upon becoming aware of an infringement or alleged infringement or potential infringement of any Intellectual Property Rights which affects or may affect the provision or receipt of the Services, the Payment Platform and/or Documentation, or if any claim or demand is made or action brought for infringement or alleged infringement of any such Intellectual Property Rights.

33.11 The Service Provider will defend, indemnify and hold harmless the Indemnified Parties against all Losses that arise from or are incurred by

reason of any infringement or alleged infringement of any Intellectual Property Rights of a Third Party in respect of the Services and/or the Payment Platform and/or the Documentation, any Third Party's Confidential Information or other similar proprietary rights, and against all Losses of any kind which the Indemnified Parties may incur as a result of such infringement or alleged infringement.

33.12 The Authority will, at the request of the Service Provider, give the Service Provider all reasonable assistance for the purpose of contesting any such claim, demand, or action. In such circumstances, the Service Provider will reimburse the Authority for all costs and expenses (including legal costs) incurred in doing so and/or the Service Provider will at its own expense conduct any litigation and all negotiations arising from such claim, demand or action, provided that the Authority may participate in such defence or negotiations to protect its interests or those of the Indemnified Parties.

33.13 In addition to the Service Provider's obligation to indemnify the Indemnified Parties and any other rights which the Authority may have, if a claim or demand is made or action brought to which Clause 33.10 applies or in the reasonable opinion of the Service Provider is likely to be made or brought, or which causes the use of the Services or the Payment Platform or the Documentation or any part thereof to be disrupted or impaired, the Service Provider will after consultation with the Authority, at its own expense, promptly:

33.13.1 use its best efforts to secure the right for the alleged infringing item to continue to be used on terms which are acceptable to the Authority; or

33.13.2 if the right provided under Clause 33.13.1 is not available, the Service Provider having used its best efforts to secure such right, then the Service Provider will (if appropriate) modify the infringing or alleged infringing item so as to avoid the infringement, provided such modification does not reduce the performance, functionality or quality of the said item and provided that the terms of this Contract will apply mutatis mutandis to such modified item and such item is accepted by the Authority; or

33.13.3 if such solution cannot be accomplished by the Service Provider taking all such steps as are appropriate to achieve such outcome, then the Service Provider will replace such item and substitute an alternative of at least equal performance, functionality and quality.

33.14 If the Service Provider does not determine within ten (10) Business Days of a claim being presented to assume the defence of an indemnified claim within the required notice period, or ceases to defend the indemnified claim, the Authority will have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of the Service Provider, including payment of any judgement or

award and the costs of settlement or compromise of the claim. In such instance, the Service Provider will promptly reimburse and hold harmless the Authority for all such costs and expenses, (including legal costs).

- 33.15 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Third Party Intellectual Property Rights used in connection with the Contract have been paid and that no such amounts shall be payable by the Authority or any member of the Authority Group except to the extent such amounts are included within the Charges.
- 33.16 To the extent that any member of the Authority Group provides the Service Provider for the purpose of or in connection with providing the Services or supplying the Payment Platform with any materials in which any member of the Authority Group owns (or is licensed by a Third Party to use) the Intellectual Property Rights, the Service Provider acknowledges and agrees that nothing in the Contract grants to the Service Provider any right, title or interest in such materials other than a limited non-exclusive right to use those materials solely for the purposes of providing the Services. All Intellectual Property Rights in such materials are and shall remain the exclusive property of the applicable member of the Authority Group or (if applicable) its Third Party licensors.
- 33.17 Copyright in the documents comprising this Contract, the Schedules and Appendices will vest in the Authority but the Service Provider may obtain or make at its own expense any further copies required for use in the performance of the Services.

34 Signs and Advertising

- 34.1 The provisions of Schedule 3 (Specification) will apply. In addition, and without limitation the Service Provider shall have no right to erect any signs or display any advertisements in any form whether branding, in writing or pictures at the Car Parks without the prior written consent of the Authority. For the avoidance of doubt, the Authority may at any time erect any signs (including any signs stating that the Car Park is an Authority Car Park) or display any advertisements at the Car Parks which it deems appropriate. In the event that the Service Provider wishes to erect any signage it shall provide the Authority with full details of the requested signs and the suggested location of such signs. Details of the Authority's signs manual can be found at <https://tfl.gov.uk/info-for/suppliers-and-contractors/design-standards?intcmp=5837> (or such other location as notified to the Service Provider from time to time).

34.2 Any signs or advertisements which may be permitted by the Authority shall meet the following minimum requirements and the Service Provider shall ensure that:

34.2.1 illuminated signs shall not be of a colour which is used for operational Authority Network signs or other information signs at the Car Parks and the Authority shall issue a list of these colours to the Service Provider prior to the Service Commencement Date; and

34.2.2 all signs, notices and advertisements comply with (and ensure that the Services and all documents, materials and information provided to the Authority will comply with) all relevant statutes, laws, regulations and codes of practice relating to the Services and the Contract from time to time in force including without limitation Committee of Advertising Practice Codes, the ICSTIS Code, all codes of practice published or regulated by Ofcom including the TV Advertising Code and the Radio Advertising Standards Code, the Direct Marketing Association regulations and guidelines from time to time, the Consumer Protection from Unfair Trading Regulations 2008 and any relevant consumer legislation and regulation.

34.3 The Service Provider shall further ensure that all signs, notices and advertisements displayed in or around the Car Parks:

34.3.1 comply with the law and do not incite anyone to break the law;

34.3.2 are not likely to offend Customers including offending ethnic, religious or other minority groups on account of the nature of a product or service being advertised by depiction of a member of such a group, the wording or design of an advertisement or an inference contained therein;

34.3.3 do not contain anything of a pornographic nature or which would offend taste;

34.3.4 do not depict men, women, or children as sex objects, or depict or refer to indecency or obscenity;

34.3.5 do not depict direct and immediate violence to anyone shown in the advertisement or to anyone looking at it;

34.3.6 do not advertise films which have not been granted permission for public exhibition or which do not show the certificate;

34.3.7 are not of a political nature, calling for the support of a particular viewpoint, policy or action, or attacking a member or the policies of any legislative central or local government authority (advertisements are acceptable which simply announce

the time, date and place of social activities or of meetings with the names of the speakers and the subjects to be discussed);

34.3.8 do not contain illustrations which depict, or might reasonably be assumed to depict, quotations from or references to a living person unless the written consent of that person is obtained (where such consent is required) and is produced to the Authority if requested by the Authority;

34.3.9 are not likely to adversely affect in any way the interests of the Authority Group; and

34.3.10 do not advertise tobacco or alcohol.

34.4 The Service Provider will be entitled to use the Authority roundel on its signs in accordance with this Clause 34 and subject to the prior written approval of the Authority and the provisions of Clause 33 (Intellectual Property Rights).

34.5 The Authority shall be entitled to require the Service Provider to remove any notice, sign or advertisement at any time if such notice, sign or display does not comply with the provisions of this Clause 34 or, where the Authority is acting reasonably, for any other reason. The Service Provider will remove any such notice, sign or advertisement within twenty-four (24) hours of notice from the Authority. In the event that the Service Provider fails to remove such notice, sign or advertisement, the Authority shall be entitled to remove the said notice, sign or advertisement and the Service Provider shall provide any necessary assistance and reimburse to the Authority any costs incurred in the removal or these costs may be recovered as a debt.

34.6 The Service Provider shall furnish the Authority as soon as reasonably practicable with details of any complaints from whatever source concerning advertising subjects, content and copy displayed on the Car Parks and the Service Provider's response to such complaints. The Service Provider will comply with the Authority's instructions in relation to the resolution and handling of all complaints.

35 Cyber Security

35.1 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

35.2 The Service Provider shall comply with the provisions of Schedule 9 (Cyber Security).

36 Confidentiality and Announcements

36.1 Subject to Clause 37 (Freedom of Information and Transparency), the Service Provider will keep confidential:

36.1.1 the terms of this Contract; and

- 36.1.2 any and all Confidential Information that it may acquire in relation to the Authority or any member of the Authority Group.
- 36.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 36.1.
- 36.3 The Authority will maintain the confidence of the Service Provider's Confidential Information and will not use the Service Provider's Confidential Information for any purpose except that the Authority may:
 - 36.3.1 use the Service Provider Confidential Information to the extent necessary to obtain the benefit of the Service Provider's performance under this Contract;
 - 36.3.2 disclose the Service Provider's Confidential Information to any member of the Authority Group;
 - 36.3.3 disclose the Service Provider Confidential Information pursuant to Clause 37 (Freedom of Information and Transparency); and
 - 36.3.4 disclose the terms of this Contract other than the Charges to any provider of car park management services to the Authority.
- 36.4 The obligations on the Service Provider set out in Clause 36.1 will not apply to any Confidential Information:
 - 36.4.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 36);
 - 36.4.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
 - 36.4.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 36.5 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 36.6 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.

- 36.7 The Service Provider will not take or permit any photographs of the Services to be taken for use in any publicity or advertising without the prior written consent of the Authority and where consent is given will obtain approval of such photographs prior to their issue.
- 36.8 The Service Provider will procure compliance with the terms of this Clause 36 by all Service Provider's Personnel.
- 36.9 Any breach of this Clause 36 will be deemed a material breach incapable of remedy, giving the Authority the right to terminate this Contract in accordance with Clause 40 (Breach and Termination of Contract).
- 36.10 The provisions of this Clause 36 will survive any termination of this Contract for a period of six (6) years from termination.

37 Freedom of Information and Transparency

37.1 For the purposes of this Clause 37:

37.1.1 "FOI Legislation" means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

37.1.2 "Information" means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

37.1.3 "Information Access Request" means a request for any Information under the FOI Legislation.

37.2 The Service Provider acknowledges that the Authority:

37.2.1 is subject to the FOI Legislation and agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

37.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

37.3 Without prejudice to the generality of Clause 37.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

37.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the

Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and

37.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.

37.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.

37.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

37.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 36 (Confidentiality and Announcements) and this Clause 37, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.

37.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.

37.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 37.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

38 Dispute Resolution

38.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("Dispute") before resorting to litigation.

38.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7) Business Days of the date on which the Dispute arose, the

Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("Senior Personnel") of each of the Parties for resolution.

- 38.3 If the Dispute is not resolved within fourteen (14) Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("Notice") to commence such process and the Notice shall identify one or more proposed mediators.
- 38.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within twenty-eight (28) Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("CEDR") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 38.5 Where a dispute is referred to mediation under Clause 38.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 38.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 38.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within forty (40) Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 58 (Governing Law).
- 38.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 38.
- 38.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 38 and this Clause 38 shall not apply in respect of any circumstances where such remedies are sought.

39 Suspension of the Services

- 39.1 Without prejudice to any other rights or remedies which the Authority may possess under this Contract or otherwise, if the Service Provider is in Default in one or more of the following respects:

39.1.1 it fails to proceed regularly and diligently with the Services; or

39.1.2 it is unable to comply with the requirements of the Specification; or

39.1.3 it is unable to respond to any emergency call out in the time and manner stipulated in this Contract,

then the Contract Manager may give it notice in writing (or in an emergency oral notice) specifying the Default and a time period for remedying the Default and if the Service Provider fails to remedy the Default within the specified time, the Authority may suspend any part or the whole of the Services until such time as it considers the Service Provider is once again in a position to execute the same and may employ a Third Party to carry out and complete the Services for that purpose and the Authority or such Third Party may attempt to repair and use all spares, plant, tools, equipment, goods and materials intended for, delivered to and placed on the Car Park in connection with the Services.

39.2 The Service Provider will allow or pay the Authority the amount of any Loss caused to the Authority under Clause 39.1 and may inspect the Third Party's work, witness any test and make recommendations accordingly.

40 Breach and Termination of Contract

40.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:

40.1.1 in addition and without prejudice to Clauses 40.1.3 to 40.1.7 (inclusive), the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within ten (10) Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;

40.1.2 the Service Provider is subject to an Insolvency Event;

40.1.3 in the event that there is a change of ownership referred to in Clause 18.6 (Sub-Contracting and Change of Ownership) or the Service Provider is in breach of Clause 18.6 (Sub-Contracting and Change of Ownership);

40.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 19 (Conflict of Interest);

40.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010;

40.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015;

- 40.1.7 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law;
 - 40.1.8 the Service Provider falls at or below the Default Trigger specified in the KPIs (as detailed in Schedule 3 (Specification));
 - 40.1.9 the Service Provider provides the Authority with any false or misleading information with regarding to its ability to perform the Services;
 - 40.1.10 the Service Provider is prevented, restricted or prohibited from carrying out the Services for whatever reason;
 - 40.1.11 the Service Provider has reached or exceeded the maximum aggregate liability of the Service Provider provided for in Clause 15 (Liability);
 - 40.1.12 the Service Provider has a conflict of interest in accordance with Clause 19 (Conflict of Interest);
 - 40.1.13 the Service Provider is in breach of Clause 20 (Compliance with Policies and Law);
 - 40.1.14 the Service Provider is in breach of Clause 22 (Corrupt Gifts and Payment of Commission);
 - 40.1.15 the Service Provider fails to implement or produce a Rectification Plan in accordance with Clause 27.1 (Other Rights and Remedies);
 - 40.1.16 the Service Provider is in breach of Clause 32 (Data and Privacy); or
 - 40.1.17 the Service Provider is served a step-in notice under Clause A15 of Schedule 2 (Special Conditions of Contract) and the Authority's exercise of its step-in rights continues for a period of three (3) months or more.
- 40.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 14 (Warranties and Obligations) or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 40.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority

procuring such Services or remedial action from such alternative contractor.

- 40.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than eight (8) weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("the Affected Party"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("Innocent Party") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 40.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 40.4 Without prejudice to the Authority's right to terminate the Contract under Clause 40.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1 (Key Contract Information), provided that this Clause 40.4 may be disapplied by notice to that effect in Schedule 1 (Key Contract Information).
- 40.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 40.1, 40.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 42 (Declaration of Ineffectiveness and Public Procurement Termination Event).
- 40.6 To the extent that the Authority has a right to terminate the Contract under this Clause 40 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("Change Date") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.
- 40.7 The Service Provider will ensure that the Authority (and any Replacement Service Provider nominated by the Authority or otherwise agreed with the Service Provider) is pre-approved as an authorised agent of the Service Provider and fully and properly authorised to perform the Services if the Service Provider is subject to an Insolvency Event and/or the Authority terminates this Contract in accordance with this Clause 40 or otherwise as set out in this Contract. The Service

Provider will obtain all necessary consents, approvals, permissions and licences to ensure that the Authority (or a Replacement Service Provider, as applicable) can perform the Services in such circumstances without interruption or cost.

41 Consequences of Termination or Expiry

41.1 Notwithstanding the provisions of Clause 36 (Confidentiality and Announcements), wherever the Authority chooses to put out to tender for a Replacement Service Provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services, save for Commercially Sensitive Information, as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8 (Exit). The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

41.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

41.3 Upon expiry or termination of the Contract (howsoever caused):

41.3.1 the Service Provider shall, at no further cost to the Authority:

41.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and

41.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks;

41.3.2 the Authority shall (subject to Clauses 29 (Set-Off), 41.1 and 41.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 (Charges) or otherwise reasonably determined by the Authority;

41.3.3 the Service Provider shall, on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date,

including the purging of all disk-based information and the reformatting of all disks;

41.3.4 the Service Provider shall promptly deliver up to the Authority all documents and records relating to or otherwise in connection with the Contract, including the Documentation and a copy of all relevant records in whatever format the Authority may reasonably require and all property and materials supplied by or on behalf of the Authority, including any Confidential Information and Intellectual Property Rights of the Authority or any member of the Authority Group;

41.3.5 the Service Provider shall comply with the Exit Strategy approved by the Authority in accordance with Schedule 8 (Exit);

41.3.6 the Service Provider shall ensure that all information the Service Provider is required to input into the Service Provider's Information Management System has been so inputted and is accurate and complete. The Service Provider will promptly report any inaccuracies to the Authority's Contract Manager;

41.3.7 on receipt of the Authority's written instructions to do so (but not otherwise), the Service Provider shall arrange to remove all electronically held information contained on any Service Provider Materials, equipment, system or network by a mutually agreed date, including (without limitation) the purging of all disk-based information and the reformatting of all disks;

41.3.8 at the Authority's request with effect from the date of termination and until such time as the Exit Strategy has been completed, the Service Provider agrees to continue the provision of the Services as the Authority may require in accordance with the terms and conditions of the Contract and the Charges (on a pro-rata basis) will continue to apply until the Exit Strategy has been completed, save that payment will be due within thirty (30) days of the date of each invoice in respect thereof;

41.3.9 the Authority shall pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated by the Authority acting reasonably; and

41.3.10 the Authority shall not be liable to the Service Provider for any loss of profit, loss of contract or any other losses and/or expenses of whatsoever nature arising out of or in connection with any expiry or termination or as a result of a reduction of Services under Clause 42 (Declaration of Ineffectiveness and Public Procurement Termination Event).

41.4 On termination of all or any part of the Contract, the Authority may enter into any agreement with any Third Party or Third Parties as the Authority

thinks fit to provide any or all of the Services and (save where terminated under Clause 40.4 (Breach and Termination of Contract)) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

42 Declaration of Ineffectiveness and Public Procurement Termination Event

- 42.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 41 (Consequences of Termination or Expiry) and Clauses 42.1 42.2, 42.4 to 42.6, (inclusive) and 42.12 shall apply as from the time when the Declaration of Ineffectiveness is made.
- 42.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 42.1 to 42.6 inclusive.
- 42.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 42.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from the Authority, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 42.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and
 - 42.3.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,
 - 42.3.3 in accordance with the provisions of Clauses 42.2 to 42.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.
- 42.4 Where there is any conflict or discrepancy between the provisions of Clause 41 (Consequences of Termination or Expiry) and Clauses 42.2 to 42.6 (inclusive) and 42.12 or the Cessation Plan, the provisions of these Clauses 42.2 to 42.6 (inclusive) and 42.12 and the Cessation Plan shall prevail.