1. DEFINITIONS

Accepted Access Plan means the latest Access Plan accepted by the Company's Representative and the Access Manager and which supersedes previous Accepted Access Plans.

Access means a type of access set out in Appendix 4 (Access Subcategories).

Access Manager means the person designated by the Head of Access as the manager for access requests for the Services and who will act as the single point of contact for all access related matters.

Access Plan means the access plan prepared by the Supplier in accordance with the Access Plan Template.

Access Plan Template means the template provided as Appendix 1 to this Schedule 5.

Access Subcategories has the meaning given in paragraph 1.9 of section 6 of this Schedule 5.

Access Visualisation Tool means a tool which provides a graphical overlay on a London Underground 'Harry Beck' map of planned and booked work for a user specified area (Track / Stations) for a user specified time period.

Application to Work Form means the form contained in Appendix 2 to this Schedule 5.

Bank Holiday means a recognised UK Bank Holiday. Start and end times as per definition for "Sunday" stated below.

Emergency Access has the meaning given in paragraph 1.5 of section 6 of this Schedule 5.

Engineering Hours means any time when traction current is switched off (as published in the Guide to Switching Current On and Off subject to variance as published in an Engineering Notice) and trains are not running (ref LUL Rule Book 17 for the definition of Engineering Hours), as is applicable to the running line.

Engineering Notice means a publication produced and circulated within TfL at short notice containing details of engineering works, special current arrangements, engineers' possessions and engineers' trains and similar activities not included in the Traffic Circular.

Engineering Look Ahead Notice means a draft publication produced and circulated by TfL providing a week-view of items that, at that time, are planned to be published on the Engineering Notice for a specific shift.

Exclusive Access has the meaning given in paragraph 1.4 of section 6 of this Schedule 5.

General Access has the meaning given in paragraph 1.1 of section 6 of this Schedule 5.

Head of Access means the person responsible for managing access to the TfL infrastructure for the Services. This role includes but is not limited to the responsibility for the publication of safety documentation.

Incident Officer means the senior TfL operating officer responsible for managing an incident.

L&E Closures has the meaning given in paragraph 1.8 of section 6 of this Schedule 5.

Latest Request Date means the last date an access request can be made in line with a given timescale.

Local Station Access Arrangement Reference Files means the files published by the Head of Access detailing where works may potentially be undertaken on Stations in Traffic Hours including details of possible locations for the storage of materials and equipment and Station opening and closing hours.

LUL Network means the stations and depots (wherever situate), assets, systems, track and other buildings which are used for the maintenance and provision of the underground service known as the London Underground.

LUL Rule Book means the rule books covering the operation of trains and LUL Stations and accessing the Track.

Major Closure has the meaning given in paragraph 1.6 of section 6 of this Schedule 5.

Minor Closure has the meaning given in paragraph 1.7 of section 6 of this Schedule 5.

Monday to Friday means the time from start of Traffic Hours on Monday morning to the time at the end of Engineering Hours on Friday night/ Saturday morning.

Network Rail means Network Rail Infrastructure Limited company nr 02904587.

Network Rail Interface Locations means locations on the LUL Network where Network Rail infrastructure interfaces with TfL infrastructure including but not limited to the location identified in Appendix 5.

Nightly Engineering Protection Arrangements (NEPA) Notice means a publication produced and circulated within TfL at short notice containing details of safety related material for engineering Services and engineer's trains and vehicles.

Night Tube means the provision of a 24 hour revenue service commencing from the Night Tube Start Date.

Night Tube Start Date means 19th August 2016 for Central and Victoria lines, 7th October 2016 for Jubilee line, 18th November 2016 for Northern line and 16th December 2016 for Piccadilly line.

Night Tube Running Period means nominally the period between 21:00hrs Friday night and 06:00hrs Sunday morning.

Night Tube Sections means the sections of the Underground Network which provide Night Tube. The applicable sections of the Underground Network are:

(a) the Central Line route between and including Hainault, Loughton and Ealing Broadway Stations (no Night Tube outside of this route);

(b) the Jubilee Line entire network;

(c) the Northern Line route between and including High Barnet, Edgware and Morden Stations via the Charring Cross Branch (no Night Tube outside of this route);

(d) the Piccadilly Line route between and including Cockfosters and Heathrow Terminal 5 Stations (no Night Tube outside of this route); and

(e) the Victoria Line entire network.

Non-Restrictive/Exclusive Access has the meaning given in paragraph 1.2 of section 6 of this Schedule 5.

Operational Managers mean any or all of group station managers and train operations managers.

Operational Assurance means an Operational Assurance Notification made to TfL in accordance with the requirements of Standard 1-538 (Assurance).

Others mean people or organisations who are not TfL, the Company's Representative, the Supplier or any employee, subcontractor or supplier of the Supplier.

Possession Meeting means a meeting to discuss the viability of a proposed Track possession.

Pre-Closure Request Meeting means a meeting to discuss the viability of a proposed closure request.

Published means in respect of:

(a) Restrictive Access and Exclusive Access to Track, that the works need to be notified in the Engineering Look Ahead Notice, the Engineering Notice and the Nightly Engineering Protection Arrangements (NEPA) Notice; and

(b) For Restrictive Access and Exclusive Access to Stations, that the works need to be notified in the Station Works Plan.

Restrictive Access has the meaning given in paragraph 1.3 of section 6 of this Schedule 5.

SABRE means Site Access Booking for Railway Engineering, being the system used to plan access, and any system that may supersede it at any time in the future.

Saturday means the time from start of Traffic Hours on Saturday morning to the time at the end of Engineering Hours on Saturday night/Sunday morning.

Specialist Protection means all protection arrangements in addition to the Supplier's site person in charge (SPC) (with dual protection qualifications) including but not limited to possession masters; protection resources to implement possession protection arrangements; staff to isolate traction current, technical officers to implement a set of protection arrangements and protection on Network Rail Infrastructure.

Station Works Plan means the general access requests; planned works weekly and planned daily publications circulated by TfL detailing the access arrangements for works planned to be undertaken at Stations.

Stations means areas to which LUL Rule Book 10 applies including buildings, equipment or facilities designed to be used by customers to access or leave a train.

Sunday means the time from start of Traffic Hours on Sunday morning to the time at the end of Engineering Hours on Sunday night/Monday morning.

Track means areas to which LUL Rule Book 17 applies including Track, tunnels, embankments and other line side infrastructure.

Traffic Circular means the weekly traffic circular which contains diverse information such as, infrastructure changes, train service changes, events affecting TfL, notification of restrictions to TfL operations and operational communications.

Traffic Hours means when traction current is switched on (as published in the Guide to Switching Current On and Off subject to variance as published in an Engineering Notice) and trains are running (ref LUL Rule Book 17 for the definition of Traffic Hours), as is applicable to the running line.

Work Request means the work request e-Form provided on TfL's access booking portal and which is completed by the Supplier to reflect the Access Plan and requirements for plant and equipment and specialist protection.

Working Time means a period of agreed access (including closures) in either Traffic Hours or Engineering Hours.

2. GENERAL OBLIGATIONS

1. The Supplier shall comply with its obligations under this Schedule 5 (Access).

2. The Supplier shall be responsible for supplying to the Company's Representative and the Access Manager all such information and taking all such steps as may be necessary to enable the Company's Representative to obtain where applicable Operational Assurance in respect of the Access required by the Supplier.

3. The Parties agree that:

3.1 the dates and times of any Access approved may be cancelled, altered or delayed on notice (or no notice in the case of an emergency or for safety reasons). Alternative arrangements shall be made as soon as the Company's Representative and Access Manager can permit;

3.2 the provisions of Clause 35 of the Contract shall be deemed to apply during such cancellation, alteration or delay to approved Access provided that such cancellation, alteration or delay is not caused (in whole or part) by a failure by the Supplier to comply with its obligations under this Schedule 5;

3.3 neither Party shall have any claim against the other as a consequence of such cancellation, alteration or delay; and

3.4 the Supplier shall as soon as practicable take all reasonable steps necessary to avoid, overcome or minimise the effect of such cancellation, alteration or delay.

4. For access to Network Rail and/or train operating companies' infrastructure and stations, the Supplier is solely responsible for securing access. The Supplier shall make all necessary arrangements directly with Network Rail and/or train operating companies and shall comply with all their rules and regulations.

5. For Access, following a request to the Supplier from the Company's fault reporting centre for a part or all of the Services, the Supplier shall apply for Access in accordance with the requirements of this Schedule 5.

6. The Company shall have no responsibility to the Supplier, and the Supplier shall hold the Company harmless against any Losses that may arise out of any failure by the Supplier to comply with this Schedule 5.

3. THE ACCESS PLAN

1. The Supplier shall, in accordance with the timescales detailed in the Mobilisation Plan, prepare an Access Plan with the objective of maximising the efficient use of the available Working Time and taking account of the following:

   - the information provided in the Local Station Access Arrangement Reference Files (the use of any potential storage areas identified by the Local Station Access Arrangement Reference Files remains subject to the Supplier obtaining the appropriate storage licences);
   - if the Services can be carried out in Traffic Hours (and the Supplier shall construct the Access Plan to achieve the optimisation of Working Time);
   - the minimisation of the number and duration of closures;
   - the utilisation and extension of existing planned closures;
   - the hours/shifts/days in the week required to be worked in order to comply with the Programme;
   - the timescales for booking access and closures as defined in this Schedule 5;
   - the sharing of Access with Others and the minimisation of disruption of the work of Others;
   - if the productivity of Engineering Hours working can be increased, safely, by completing the clearance of workers, materials tools and equipment tools in Traffic Hours (and the Supplier shall support plans with method statements detailing appropriate measures for the protection of the public);
   - the maximisation of Working Time during Engineering Hours when accessing the Track through a Station (where it is safe to do so, all persons, plant and equipment may be positioned within the Station ready to access the Track immediately on confirmation of traction current being turned off);
   - a minimum call back time of twenty (20) minutes for Track access before the expiry of each shift of Engineering Hours (to allow for the safe removal of all workers, materials, tools, equipment and the like) unless a shorter period is agreed by the Company's Representative;
   - any limitation on Engineering Hours specific to the Services as may be specified by the Company's Representative;
   - the time required for the Supplier to ensure the Site is left clean and safe; and
   - Night Tube.

2. The Supplier shall submit its proposed Access Plan to the Company's Representative for acceptance. Within two (2) weeks of the Supplier submitting an Access Plan for acceptance the Company's Representative shall either accept the Access Plan or notify the Supplier of his reasons for not accepting it. A (non-exclusive) reason for not accepting an Access Plan is that:

- it is not compatible with the Access Plan Template;
- it does not take into account the information provided in the Local Station Access Arrangement Reference Files;
- it does not optimise the Working Time;
- it proposes an excessive number or duration of closures;
- it does not adequately make use of existing planned closures;
- it is not compatible with the Programme;
- it does not comply with the timescales for booking Access and closures as set out in this Schedule 5;
- it assumes the use of an existing closure for which an Application to Work Form has not been approved by the Access Manager;
- it assumes an extension to an existing planned closure which has not had the prior approval of the Access Manager;
- requests an access or closure type which is not appropriate for the Services;
- it does not adequately provide for the work of Others;
- it does not maximise the use of available access;
- it does not allow for minimum call back periods or other working constraints detailed by the Company's Representative;
- it does not provide as a minimum all the information provided in the Access Plan Template;
- it does not allow sufficient time for the Site as a whole to be left clean and safe; or
- it does not allow for the operation of Night Tube.

3. The Supplier shall submit a revised Access Plan for acceptance in the following circumstances:

- if the Accepted Access Plan is no longer applicable in all the circumstances;
- when a change is required to align with the Programme; or
- within the period for reply after the Company's Representative has instructed the Supplier to do so. For the avoidance of doubt such instruction does not constitute a Variation or entitle the Supplier to apply for an extension of time.

4. Should the Supplier need to work hours additional to those stated in the Accepted Access Plan (within the constraint of the maximum working hours available within the booked access types), the Supplier shall give at least five (5) Working Days' notice and obtain the Company's Representative's prior written acceptance.

4. BOOKING AND ARRANGING ACCESS

1. The Supplier shall be required to book and co-ordinate access to the Sites with the Access Manager in accordance with the Work Request/SABRE process and the Accepted Access Plan. The Supplier accepts that access to the Sites will be refused without a valid SABRE number and the Supplier shall be responsible for checking that it is in possession of a valid SABRE number for all access requirements detailed on the Accepted Access Plan. If the Supplier is not in possession of the same it shall advise the Company's Representative accordingly.

2. The Supplier shall comply with the requirements of the use of LUCAS (London Underground Combined Access System) and Sentinel (Network Rail's Access and Competency System), particularly in the context of access control at the point of Site entry. The Supplier acknowledges that TfL is phasing out the use of LUCAS cards and is adopting Sentinel as a replacement access and competency system. On expiry of existing LUCAS cards the Supplier shall sponsor the Supplier Personnel required to work on TfL infrastructure to obtain replacement Sentinel cards if they are not already a Sentinel card holder.

3. Training, Certificates, Identity Cards and Entry Permits

3.1 The Supplier is responsible for ensuring that all staff and Supplier Personnel are suitably trained, competent and carry the appropriate and requisite certification for performing the roles required of them in carrying out the Services.

The Standards, and in particular QUENSH and the LUL Rule Book(s) set out the training and certifications required to be met by the Supplier.

3.2 The Supplier is responsible for arranging, booking, and paying for all requisite medicals, training and certification of its staff and/or Supplier Personnel.

3.3 The Supplier shall allow a minimum of twenty-eight (28) days' notice period for all TfL provided training and certification courses and will include the same on any proposed Access Plan or programme. The Supplier acknowledges that any time period less than this cannot be guaranteed, and although the Company may make efforts to facilitate a shorter notice period wherever possible, the Supplier does not rely on such reduced time periods being accommodated.

3.4 At the Contract Commencement Date, the Supplier shall produce a competency matrix for all its staff or Supplier Personnel involved in providing the Services detailing the training, certification and competency information held on record. The Supplier shall update the matrix until the Expiry Date and make the same available on request of the Company's Representative.

4. London Underground Access Control

4.1 LUCAS (London Underground Combined Access System) smartcards have not been issued since 01/04/2015. Unexpired cards issued before this date remain valid until they expire or by further notification from TfL.

4.2 All Supplier Personnel require either:

- a valid LUCAAS smartcard; or

- a Sentinel smartcard endorsed with the Industry Common Induction (ICI) competence plus the LU ICI endorsement

(in each case a "Smartcard")

in order to access the Sites and carry out works on London Underground operational infrastructure.

4.3 The Supplier shall register to become a Sentinel Sponsor (as such term is defined in RISQs) via the Rail Industry Supplier Qualification Scheme ("RISQs"). Further details can be found at the following Achilles website address (Achilles administer the scheme on the behalf of RISQs).

http://www.achilles.com/en/?option=com_content&view=article&id=285.

4.4 The Supplier will and will procure that any sponsored individuals must abide by the Sentinel Scheme Rules, the latest version of these can be found at the following Sentinel website address:

https://www.railsentinel.co.uk/Content/Downloads/SentinelSchemeRules.pdf

4.5 The Smartcard is specific to an individual and is not transferable.

4.6 The Supplier shall procure that the Supplier Personnel carry their Smartcard at all times when working on operational Underground Network property and present their Smartcard to any authorised representative of TfL for inspection when requested to do so. Failure to produce a valid Smartcard, or requisite certification, for inspection may result in the individual being instructed to leave the Site or London Underground property. A Smartcard is not required when working solely on non-operational Underground Network property.

4.7 The Smartcard does not entitle the Supplier Personnel to any benefits other than permitting access to the Site or London Underground operational infrastructure for the purpose of carrying out the Services during the agreed hours of work. The LUCAS Smartcard remains the property of the Company and is required to be returned immediately upon request.

4.8 Details or required courses and medicals are detailed in QUENSH.

4.9 Exceptions to the Smartcard process

For certain exceptional access circumstances it may not always be practical or cost effective to enrol the Supplier, the Supplier Personnel or Others on to the Sentinel Scheme. In such a case, the Company shall issue a temporary LUA-LU paper certificate.

Such scenarios whereby temporary LUA-LU paper certificates are issued would be:

- specialised contractors requiring limited access; and
- survey work requiring limited access.

If the Company's Representative decides to permit exceptional access to [the Site] or any working areas, the Supplier must obtain the Company's Representative's written acceptance regarding the personnel and work activities prior to commencement on Site.

4.10 The Supplier acknowledges that any person attempting to gain access to the Site or working areas who is not in possession of a valid LUCAS or Sentinel Smartcard shall be treated as a visitor. All visitors, except for authorised collection or delivery drivers, must be escorted or supervised at all times by an authorised member of staff whilst on Site.

The Supplier shall maintain a register of all visitors including:

- name;
- employer;
- nature of business / persons being visited;
- time in;
- time out; and
- supervisor/escort name including signature.

The Supplier shall provide a health and safety Site briefing to each visitor and shall procure that such visitor shall sign a form to confirm that they have received the briefing and understand the Site rules and their respective responsibilities as a visitor.

The Supplier shall issue the visitor with a temporary pass that is valid for a maximum 24 hours and which clearly indicates the expiry date and time of such visit.

The Supplier shall ensure the temporary pass is returned when the visitor leaves the Site and that a list of any lost is maintained.

The Supplier shall ensure that lost electronic visitor passes are de-activated immediately on the Supplier being made aware of the loss.

5. London Underground - Access Control

5.1 When booking in and out of the Site, the Supplier shall procure that the Supplier Personnel report in, record entry and exit, and present their Smartcards when and where required, in accordance with the local access control arrangements.

5.2 Where a Smartcard reader is installed on Site as part of the local access control arrangements, then the Supplier shall procure that all Supplier Personnel as a mandatory requirement swipe their Smartcard on entry and egress from the Site. Any individuals found on Site where such a card reading system is in place who have not followed such a procedure may be instructed to leave Site for the duration of the associated shift, regardless of whether they may hold the appropriate Smartcard. The Company takes no responsibility for any abortive costs or impact to schedule of any such instruction to any member of the Supplier's staff under such circumstances.

5.3 If the Supplier wishes to make a change to the Accepted Access Plan or to the Supplier's requirements for Access after being approved by the Company's Representative and Access Manager, the Supplier shall submit written request of such change and a revised programme and Access Plan to the Company's Representative and Access Manager confirming any and all revised Access requirements.

5. CLASH CHECKING

1. The Supplier shall be responsible for checking for clashes (Clash Checking) in respect of access booked by Others and the Company's Representative in respect of which the Company's Representative has provided the Supplier with the Access Visualisation Tool. The Supplier shall also monitor the following publications:

   (a) Engineering Look Ahead Notice;

   (b) Engineering Notice;

   (c) Nightly Engineering Protection Arrangements (NEPA) Notice;

   (d) Traffic Circular; and

   (e) Station Works Plan.

2. In the event of clashes the Supplier shall notify the Company's Representative and where instructed submit a revised Access Plan for acceptance. The indicative publication timescales (in advance of proposed works) for the above notices are as provided in Appendix 3.

3. Clash Checking is a condition precedent in respect of any entitlement to apply for relief pursuant to Clause 35 or Schedule 12, paragraph 6.1.

4. In the event that the Supplier attends the Site and access is not provided by TfL in accordance with the Accepted Access Plan, the Supplier shall complete the Cancelled or Delayed/Curtailed Access Form contained in Appendix 6.

5. Without prejudice to the generality of Clause 35, Clash Checking, the completion of a Cancelled or Delayed/Curtailed Access Form in full (including the obtaining of all necessary signatures) and the identification of the period of access in question on the Accepted Access Plan (with the relevant SABRE number) are all condition precedents in respect of any entitlement to apply for a Relief Event under Clause 35.1(A).

6. TYPES OF ACCESS

1. Summarised below are the types of access that the Supplier's Access Plan shall be based upon. In preparing the Access Plan the Supplier shall select the type of access required for the Services. The Supplier shall consult with the Access Manager as to the appropriateness of the selection as set out in the Access Plan. The Access Manager's decision as to the types of access and closures which can be used in the formulation of the Access Plan is final and binding.

1.1 General Access

General Access is a category of access for undertaking non-exclusive/non-restrictive works on the Underground Network, using all necessary tools and equipment. It is valid for both Station and Track. SABRE numbers may be valid for up to a whole financial year, but can also be issued for shorter time periods to suit work demands.

General Access may be applied for to cover large areas of the Underground Network, for example whole lines, or for more discreet locations or worksites to suit work demands. The Supplier may apply for a number of General Access SABRE numbers, but the Access Manager will aim to limit the proliferation of General Access SABRE numbers for the same or similar work teams, projects, or areas etc.

General Access does not need to be Published.

1.2 Non-Restrictive/Exclusive Access

Non-Restrictive/Exclusive Access is a category of access for undertaking non-restrictive and non-exclusive works on the Underground Network, using all necessary tools and equipment. It is valid for both Station and Track.

The Supplier shall clearly define the area covered by a Non-Restrictive/Exclusive Access request and shall limit the area to the minimum required to deliver the Services.

Non-Restrictive/Exclusive Access does not need to be Published.

1.3 Restrictive Access

Restrictive Access is a category of access that places a restriction on what can take place within a particular worksite and where the restriction will apply to all parties attempting to work that particular shift.

In the event that the Supplier believes that Restrictive Access is necessary, the Supplier shall demonstrate that this is the most appropriate form of access and shall take account of the impact that the granting of Restrictive Access would have on the network and other work streams. The Supplier acknowledges that Restrictive Access will not typically be permitted to cover a protracted number of shifts or consecutive shifts, across the same geographical area.

The Supplier shall clearly define the area covered by a Restrictive Access request and shall restrict the area to the minimum required to deliver the works and avoid unduly impeding the works of Others.

Restrictive Access will need to be Published.

1.4 Exclusive Access

Exclusive Access is a category of access that prohibits any party not directly involved in the works (for which Exclusive Access has been booked) from working in that worksite.

In the event that Exclusive Access is necessary, the Supplier shall demonstrate that this is the most appropriate form of access and shall take account of the impact that granting Exclusive Access would have on the Underground Network and other work streams. Exclusive Access will not typically be permitted to cover a protracted number of shifts or consecutive shifts, across the same geographical area.

The Supplier shall clearly define the area covered by an Exclusive Access request and shall restrict it to the minimum area required to deliver the works and to avoid unduly impeding the works of others.

Exclusive Access will need to be Published.

1.5 Emergency Access

Emergency Access is access required to deal with an Incident as defined in the LUL Rule Book, or which is required to rectify the failure of an asset which, if not rectified, would have a material adverse impact on passenger services for the following day. Emergency Access takes precedence over any other booking or request as directed by the Incident Officer.

1.6 Major Closures

A Major Closure can be classified as any planned disruptive work which results in any TfL service being unavailable between 0600 and 2100 on a weekday (excluding Bank Holidays).

1.7 Minor Closures

A Minor Closure can be classified as any planned disruptive work, apart from L&E Closures (defined below) which results in any TfL services being unavailable outside the hours of 0600 and 2100 on a weekday (excluding Bank Holidays) or at any other time at Weekends and Bank Holidays (including the Night Tube Period for work within the Night Tube Sections).

1.8 L&E Closures

L&E Closures are closures of lifts, escalators, travelators, fixed stairways, routeways or cross-passageways which can be accommodated without requiring a Station or platform to be closed. The Supplier will liaise with the Access Manager to review the impact of any requested L&E Closure in the context of any other concurrent Underground Network closures. The Company's Representative may also participate in such liaison.

1.9 Access Subcategories

Within the above access types there are a number of access subcategories which are used in the booking system. The subcategories are detailed in Appendix 4 hereto and a description of the typical work to which they apply, such as track

possession, is also provided in order to assist the Supplier in identifying the type of access applicable to particular works.

7. CLOSURE REQUESTS PROCESS

1. Where the Supplier intends to make a closure request, the Supplier shall attend a Pre-Closure Request Meeting or Possession Meeting with the Access Manager before a Work Request is submitted by the Supplier for approval. The Company's Representative may attend such meetings.

2. Where the Company's Representative and the Supplier agree a proposed closure has business justification the Supplier shall confirm with the Access Manager the acceptability of the proposed closure. Where the Access Manager confirms that the proposed closure dates are not acceptable the Supplier will liaise with the Access Manager to identify alternative closures that are as near as possible and equivalent to, the closures originally proposed by the Supplier. The Company's Representative may also participate in such liaison. The Supplier acknowledges that the Access Manager's decision as to acceptability of a proposed closure or proposed alternative closures is final and binding.

3. The Access Manager may reject proposed closures on (without limitation) the grounds that if granted such proposed closures would unduly limit journey opportunities. By way of guidance, and without limitation, examples of such a limitation of journey opportunities would be:

    - a closure of a central London Station during a seasonal event;
    - a closure of a key Station for access to a popular one-off event during the period of the event;
    - a closure of a key branch for access to airport terminals during a peak travel weekend; or
    - a closure on a part of a line when there is a concurrent closure on the only alternate line during an abnormally busy period.

    Similarly a closure request may be rejected where it is considered that the level of disruption caused is not justifiable given the nature and the scope of the works.

8. TIMESCALES FOR BOOKING ACCESS AND CLOSURES

1. In preparing an Access Plan the Supplier shall make allowance for the minimum booking periods for the applicable access and closure types, as listed in the following table

Type	Applicable to:			
	Station Access	Track Access	Working Time in	
			Engineering Hours	Traffic Hours
General Access Non-Restrictive/ Exclusive Access	Yes (14)	Yes (14)	Yes	Yes
Restrictive Access Exclusive Access	Yes (21)	Yes (56)	Yes	Yes
Major Closures	Yes (540)	Yes (540)	No	Yes
Minor Closure	Yes (222)	Yes (222)	No (ii)	Yes
L&E Closure	Yes (90)	N/A	Yes	Yes

Notes:

i. The above table gives the T- date in brackets by which planning must be completed (the Latest Request Date). The Supplier must allow for sufficient time for adequate access planning.

ii. A Minor Closure may be applicable to Engineering Hours if a vehicle is being outstabled. Where no more than two (2) vehicles are being outstabled at any single location the timescale for booking may, subject to the agreement of the Access Manager, be reduced to ninety (90) days.

iii. A closure in respect of a depot or siding may be required if the proposed works affect the operational railway.

2. At specific locations the minimum booking period for closures stated in the above table may be able to be reduced. Where a reduced period applies this shall be specified by the Company's Representative.

3. The Supplier shall plan access as early as possible and in no event shall apply for access or closures after the Latest Request Date has passed.

4. Where access is required to Network Rail infrastructure at the Network Rail Interface Locations the minimum booking period for all access types is 294 days access except for Major Closures which remains unchanged.

9. UTILISING EXISTING CLOSURES

1. The Supplier shall actively seek to utilise TfL's existing closure programme to progress the Services. The Supplier may request details of such closure programme from the Company's Representative, to the extent relevant to the provision of the Services.

2. The Supplier shall identify all possible opportunities to use TfL's existing closure programme and shall provide the information necessary to complete the Application to Work Form. The Supplier shall complete the Application to Work Form and submit this to the Access Manager and the Company's Representative for approval. The Supplier shall submit such form a minimum of fifteen (15) weeks prior to the relevant closure start date. The Supplier shall attend the planning meetings for the relevant closure and the Supplier shall prepare for submission by the Supplier any information as may be requested by the Access Manager as part of this planning process. The Company's Representative may attend such planning meetings.

3. The Supplier may also propose an extension to an existing planned closure. The Company's Representative shall consider the proposal and where the benefits of the extension more than offset the increased customer disruption, shall authorise the Supplier to seek endorsement by the Access Manager. The Access Manager shall determine whether the request should be taken forward as a formal application and shall advise the Supplier accordingly. Where such application has been approved by the Company's Representative, the Supplier shall submit an updated Access Plan, to reflect such application, to the Company's Representative for approval. Where such application has been approved by the Company's Representative, the Supplier shall submit an updated Access Plan, to reflect such application, to the Company's Representative for approval.

4. The Supplier recognises the level of disruption and limitation of journey opportunities which result from closures and where the Supplier plans any change to the scope or type of works to be undertaken under an existing closure, shall seek the approval of the Company's Representative accordingly. The Supplier shall seek consent for the change from the Access Manager. The Supplier accepts that if the Access Manager or the Company's Representative considers that the changes in scope are such that the business benefit of the works to be carried out is no longer commensurate with the disruption caused, that the closure may be cancelled. For the avoidance of doubt where a closure is cancelled in these circumstances the provisions of Clause 35 and paragraph 6.1 of Schedule 12 do not apply and the Supplier shall submit a revised Access Plan for acceptance by the Company's Representative.